



**STATE BOARD OF EDUCATION MEETING**

**June 20-21, 2018**

**Eastern Idaho Technical College**

**Rooms 6163/6164**

**Idaho Falls, Idaho**

**Wednesday, June 20, 2018, 1:00 p.m.**

**BOARDWORK**

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

**PLANNING, POLICY & GOVERNMENTAL AFFAIRS**

1. Eastern Idaho Technical College/College of Eastern Idaho – Biennial Progress Report

**WORK SESSION**

**INSTRUCTION, RESEARCH & STUDENT AFFAIRS**

- A. System-wide Access and Affordability Strategies

**DEPARTMENT OF EDUCATION**

1. Developments in K-12 Education
2. Albion Elementary School – Hardship Status
3. Proposed Rule – IDAPA 08.02.03, Rules Governing Thoroughness – AMAO's
4. Proposed Rule – Docket 08-0202-1803, Rules Governing Uniformity – Educator Credentials - Professional Standards Commission Annual Updates
5. Proposed Rule - IDAPA 08-0203-1801 – Idaho Special Education Manual (Incorporated by Reference)
6. Department of Education Red Tape Committee Recommendations

**Thursday June 21, 2018, 8:00 a.m.**

**OPEN FORUM**

**CONSENT AGENDA**

**AUDIT**

1. Idaho State University – Foundation Operating Agreement

**BAHR**

### **Section I – Human Resources**

2. Boise State University – Contract Amendment – Assistant Men's Football Coach
3. Lewis-Clark State College – Faculty Rank and Promotion

### **Section II – Business Affairs**

4. Boise State University – Nike Contract Amendment

### **PPGA**

5. State Rehabilitation Council Appointments
6. Data Management Council Appointments
7. Accountability Oversight Committee Appointments
8. President Approved Alcohol Permits
9. Coeur d' Alene School District/Post Falls School District – Boundary Correction
10. Lewis-Clark State College – Facilities Naming

### **SDE**

11. Request for Waiver of 103% Student Transportation Funding Cap
12. Transport Students Less Than One-And-One-Half Miles for the 2017-2018 School Year
13. Professional Standards Commission Appointments
14. Emergency Authorizations - Certification

## **BUSINESS AFFAIRS & HUMAN RESOURCES**

### **Section I – Human Resources**

1. Chief Executive Officer Compensation
2. Amendments to Supplemental Retirement Plan 403B

### **Section II – Finance**

1. FY 2019 Operating Budgets
2. FY 2020 Line Items
3. Board Policy – V.R. – Establishment of Fees – Idaho Indian Student Fee – First Reading
4. Boise State University – Authorization of Planning/Design – Baseball Field
5. Boise State University - Revisions and Additions to 2018-19 Online Program Fees
6. Boise State University - Amendment to Multi-Media and Marketing Rights Agreement for Boise State University Athletics – Learfield Communications
7. Boise State University and Idaho State University – Revised Purchasing Policies
8. Idaho State University – Authorization of Planning/Design – Holt Arena Seating
9. Idaho State University - Authorization of Construction Phase – Anatomy and Physiology Lab Building Addition at ISU Meridian Health Science Center
10. University of Idaho – ICCU Arena Funds Investment Approval
11. University of Idaho – Acquisition of Real Property – Sandpoint
12. University of Idaho - Authorization of Planning/Design – Potato Seed Building
13. Eastern Idaho Technical College/College of Eastern Idaho – Transfer of Personal and Real Property



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

1. College of Southern Idaho – Bachelor of Arts in Education
2. College of Southern Idaho – Bachelor of Applied Sciences, Advanced Food Technology
3. Board Policy III.C. Graduate Medical Education - First Reading
4. Board Policy III.E. Certificates and Degrees - First Reading
5. Board Policy III.Y. Advanced Opportunities- First Reading
6. Board Policy III.Z. Delivery of Postsecondary Programs - First Reading

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

2. Idaho Public Television, Annual Report
3. 2019 Legislative Ideas
4. Institution/Agency Strategic Plans
5. Career Technical Education – Extension of Limited Occupational Certificates
6. Apply Idaho – Private Institution Participation
7. Board Policies I.E., V.I., V.U. – Second Reading
8. Board Policy I.J. Use of Institutional Facilities and Services – First Reading
9. Boise State University – Alcohol Service 2018 Student Athletic Events
10. Idaho State University - Alcohol Service 2018 Home Football Games
11. University of Idaho - Alcohol Service 2018 Home Football Games – Pre-Game Events
12. University of Idaho – Alcohol Service 2018 Home Football/Basketball Games – Suite Club Seating
13. University of Idaho – Alcohol Permit, 2018 Home Football Games – Tailgating

## **ELECTION OF OFFICERS**

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

**BOARDWORK  
JUNE 20, 2018**

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1. Agenda Approval

Changes or additions to the agenda

**BOARD ACTION**

**I move to approve the agenda as posted.**

2. Minutes Approval

**I move to approve the minutes from the March 15, 2018 Special Board Meeting, April 9, Special Board meeting, April 18-19, 2018 Regular Board Meeting, May 16-17, 2018 Board Retreat, and June 1, 2018 as submitted.**

3. Rolling Calendar

**BOARD ACTION**

**I move to set May 15-16, 2019 as the date and Boise as the location for the 2019 Board Retreat and June 19-20, 2019 as the date and North Idaho College as the location for the June 2019 regularly scheduled Board meeting.**



## DRAFT MINUTES

STATE BOARD OF EDUCATION  
March 15, 2018  
Office of the State Board of Education  
Len B. Jordan Building  
650 W State Street, 3<sup>rd</sup> Floor  
Boise, Idaho

A special meeting of the State Board of Education was held March 15, 2018 in the large conference room of the Office of the State Board of Education, Len B. Jordan Building, in Boise Idaho. Board President Dr. Linda Clark presided and called the meeting to order at 4:47 pm MST. A roll call of members was taken.

**Present:**

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

Don Soltman  
Richard Westerberg  
Sherri Ybarra, State Superintendent

**Absent:**

Dr. David Hill, Secretary

### PLANNING, POLICY & GOVERNMENTAL AFFAIRS (PPGA)

1. House Bill 693 – Reading Intervention

**M/S (Critchfield/Westerberg):** I move the Board strongly supports a single statewide K-3 reading assessment administered and funded by the state; and that the Board will oppose any legislation which would remove the requirement for a single statewide K-3 reading assessment or eliminate state funding for the assessment. The Board reaffirms its support for transitioning from a pilot to a field test of the new reading assessment in year two (2018-2019). The motion carried 7-0. Dr. Hill was absent from voting.

Planning, Policy and Governmental Affairs Committee Chair, Ms. Debbie Critchfield introduced the item, sharing with members the item before the Board today was brought

## **DRAFT MINUTES**

March 15, 2018

forth in response to House Bill 693 (HB 693), however, the motion Board members would be voting on today would confirm the Board's position relative to a statewide reading assessment.

Superintendent Ybarra then shared with members of the Board that as a constitutional officer she would testify against any legislation eliminating a statewide assessment for students. Superintendent Ybarra then reiterated her support for the motion before the Board today, adding that removal of a statewide K-3 reading assessment would prevent the collection of consistent data to determine whether Idaho students are on track towards grade level proficiency, would hurt Idaho's Accountability System, would prevent consistent statewide training and professional development for educators and would prevent consistent reporting of data at the district and state level.

Board member Soltman then shared with members of the Board feedback he received from Region I Superintendents who not only support the statewide K-3 reading assessment, but would also like to see the pilot extended.

Board member Scoggin then asked for the current status of House Bill 693 (HB693) to which Dr. Clark responded HB693 was introduced in the House this week and would remove the requirement for a statewide K-3 reading assessment to allow districts to make their own decision about what test to use. Dr. Clark then adds HB693 has no money attached and districts would have to secure funding for their selected assessment from other sources. She continues HB693 was scheduled for a hearing on March 16, 2018 and taken off the agenda March 15, 2018, however, it is still an active bill. Dr. Clark then shares with Board members feedback she received from Region III Superintendents who support the current assessment, and were willing to testify to legislators on the need for a statewide and state funded K-3 reading assessment.

Board member Westerberg then asked if HB693 would impact the state's Every Student Succeeds Act (ESSA) Plan to which Superintendent Ybarra responded HB693 would impact the State Accountability Model as it would not provide a way for the State to determine progress. Superintendent Ybarra continued the state could revert back to the Legacy Idaho Reading Indicator (IRI), however, a recent study found this model to be inappropriate and in need of updating. Superintendent Ybarra then reminds members the Board and Legislature adopted the State's Accountability Framework with the understanding the IRI would be updated according to the recommendations of the K-12 Education Taskforce (Taskforce) and that HB693 would impact both the ESSA Plan and accountability.

Superintendent Ybarra then adds HB693 not only puts the accountability model and how information is shared with parents at risk, but also impacts the ability for Kindergarten through Grade 2 educators to show movement on the Career Ladder. Superintendent Ybarra continues the lack of a statewide K-3 reading assessment would also directly affect Idaho's highly mobile student population, adding the lack of a statewide assessment would not allow for school districts to quickly intervene and assess students who move frequently between school districts.

## **DRAFT MINUTES**

March 15, 2018

Dr. Clark then reminds Board members of the Taskforce recommendation to strengthen the statewide assessment and that the Literacy Committee, Technical Committee and Accountability Oversight Committee, all formed after the Taskforce recommendations, came back with the same recommendation for a statewide K-3 reading assessment.

Board member Critchfield then stated her concern that removal of a statewide K-3 reading assessment would prevent the collection of student progress data used to help inform policy and funding decisions until four years into a child's school experience.

Board member Scoggin then requested information on the rationale of HB693 to which Dr. Clark responded the authors and sponsors of HB693 believe the school districts are capable of selecting and administering their own assessments and that regardless of the test used the data could be converted to a statewide report.

There were no additional questions or comments from the Board.

### **OTHER BUSINESS**

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

**M/S (Critchfield/Westerberg): To adjourn the meeting at 5:01 pm MST.** The motion carried 7-0. Dr. Hill was absent from voting.



## DRAFT MINUTES

STATE BOARD OF EDUCATION  
April 9, 2018  
Office of the State Board of Education  
Len B. Jordan Building  
650 W State Street, 3<sup>rd</sup> Floor  
Boise, Idaho

A special meeting of the State Board of Education was held April 9, 2018 in the large conference room of the Office of the State Board of Education, Len B. Jordan Building, in Boise Idaho. Board President Dr. Linda Clark presided and called the meeting to order at 3:30pm MST. A roll call of members was taken.

**Present:**

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

Andrew Scoggin  
Don Soltman  
Richard Westerberg  
Sherri Ybarra, State Superintendent\*

### EXECUTIVE SESSION (Closed to the Public)

1. University of Idaho

**M/S (Critchfield/Atchley):** I move to go into Executive Session pursuant to Section 74-206(1)(b), Idaho Code, to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student. A roll call vote was taken and the motion carried 8-0.

Board members entered in to Executive Session at 3:30pm MST.

**M/S (Critchfield/Hill):** To go out of Executive Session. The motion carried 8-0.

Board members exited Executive Session at 4:16pm MST.

# DRAFT MINUTES

April 9, 2018

## **OTHER BUSINESS**

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

**M/S (Westerberg/Critchfield): To adjourn the meeting at 4:16 pm MST.** The motion carried 8-0.





Trustees of Boise State University  
Trustees of Idaho State University  
Trustees of Lewis-Clark State College  
Board of Regents of the University of Idaho  
State Board for Career-Technical Education

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**DRAFT MINUTES**  
**IDAHO STATE BOARD OF EDUCATION**  
**April 18-19, 2018**  
**University of Idaho**  
**Bruce M. Pitman Center**  
**International Ballroom**  
**Moscow, Idaho**

A regularly scheduled meeting of the State Board of Education was held April 18-19, 2018 at the University of Idaho in Moscow, Idaho.

**Present:**

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

Andrew Scoggin  
Don Soltman  
Richard Westerberg  
Sherri Ybarra, State Superintendent

**Wednesday, April 18, 2018**

The Board met at the University of Idaho in its Bruce M. Pitman Center, International Ballroom in Moscow, Idaho for regular business. Board President Dr. Linda Clark presided and called the meeting to order at 10:00 am Pacific time.

## **BOARDWORK**

1. Agenda Review/Approval

## **BOARD ACTION**

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

2. Minutes Review / Approval

## **BOARD ACTION**

**M/S (Critchfield/Soltman): To approve the minutes from the February 2, 2018 Special Board Meeting, February 14-15, 2018 Regular Board Meeting, March 2, 2018 Special Board Meeting, March 8, 2018 Special Board Meeting, March 15, 2018 Special Board Meeting, April 2-3, 2018 Special Board Meeting, and the April 5, 2018 Special Board meeting as submitted. The motion carried 8-0.**

3. Rolling Calendar

## **BOARD ACTION**

**M/S (Critchfield/Hill): To set April 17-18, 2019 as the date and the University of Idaho as the location for the April 2019 regularly scheduled Board meeting. The motion carried 8-0.**

## **PLANNING, POLICY & GOVERNMENTAL AFFAIRS (PPGA)**

1. University of Idaho (UI) Annual Progress Report and Tour

After welcoming Board members and guests to the University of Idaho (UI) President Chuck Staben begins his presentation with an update on his institutions efforts to enhance the number of students going on to college through UI's participation in the Board's Direct Admissions and Apply Idaho initiatives and Fast Forward expansion as well as the UI's new Raise.me Micro Scholarship program and Vandal Ideas Project. Dr. Staben continues by sharing an area of opportunity for the Board to consider is how best to use the Idaho Opportunity Scholarship as a recruiting scholarship throughout the state of Idaho by asking the legislature to forward fund the scholarship for the first year or for the Board to consider allowing for institutions to pay the scholarship to students prior to funds being secured through the legislature, and then, if the funds are not secured, the institution would pay the scholarship.

Board member Scoggin asks when Dr. Staben suggests implementing these changes to which Dr. Staben responds most effectively for UI would be December for a January award.

Dr. Staben continues his update by sharing with Board members UI continues working to ensure student success through retention initiatives such as the Vandal Success Center, VandalStar data management, centralized advising; curricular innovation that meets the needs of students and provides pathways; and an outcomes emphasis on graduation, employment preparation and placement.

Dr. Staben then reports on UI's success in the area of research, sharing with Board members in FY17 UI reached a new annual expenditures record of \$109.5 million; integrates with education for high-impact learning experiences; fosters multi-faceted partnerships with industry that result in opportunities for students; and connects with the K-12 system to promote STEM education and pipeline.

Finally, Dr. Staben reports on UI's efforts cultivating current and future success of the institution through a new market-based compensation initiative for faculty and staff; program prioritization; and an increased emphasis on creating a diverse and inclusive community.

Board member Hill then asks what the Board can do to improve implementation of the Opportunity Scholarship to which Dr. Staben responds it would be helpful for Board staff to make a decision, even a partially informed decision, of who would receive an opportunity scholarship or to provide the criteria for award to the institutions in advance of the final awards. Additionally, Dr. Staben asks Board members to consider requesting additional funds from the legislature to recruit first year perspective students. Dr. Hill then asks if this is feasible to which the Board's Executive Director, Mr. Matt Freeman, responds the eligibility requirements for the Opportunity Scholarship are defined by statute and rule, however, they would be a certain amount of guesswork involved, in determining if an individual would receive an award prior to the application deadline. Board member Hill then asks how difficult it would be to model future awards on past years data to which Mr. Freeman the most difficult challenge to this has been the fluctuation of funding from the state. The Board's Chief Planning and Policy Officer, Ms. Tracie Bent, then comments it would be a violation of state law for the Board to determine awards prior to the appropriation being finalized and in addition, the Opportunity Scholarship is a "Last Dollar" scholarship whose awards are based on a formula and it would not be possible to determine an award until all applications have been received. Finally, Mr. Freeman comments there are a lot of variables at play and Dr. Staben's observation during the April Higher Education Presidents Council meeting, that the Opportunity Scholarship helps with affordability but does not help with access because of the timing is a concern to the Board. Mr. Freeman continues this is something that can be discussed and analyzed to see if it were possible to implement, but there are some hurdles that would need to be overcome. Dr. Hill then comments it would be of benefit for Board staff to conduct a detailed analysis of what may be possible. Ms. Bent then shares one possibility would be to set aside scholarship estimates for four year institutions

versus the community colleges, adding the March 1 deadline was a balance between when community college students and four year students apply.

There were no additional questions or comments from the Board.

## **WORKSESSION**

### **BUSINESS AFFAIRS AND HUMAN RESOURCES (BAHR)**

#### **A. Institution Processing Fees**

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

Business Affairs and Human Resources (BAHR) Committee Chair, Mr. Richard Westerberg, introduced the item reminding Board members the February 2018 overview of the Apply Idaho initiative during the regular Board meeting included a discussion on two key goals of the program: to simplify the application process to Idaho's public post-secondary institutions and to reduce cost barriers in order to encourage additional students to submit applications. Feedback to Board staff from site coordinators has indicated the simpler, streamlined process and (in some cases) the elimination of application fees has led to increased applications by students who were "on the fence" and who might have been intimidated by the application procedures in place prior to Apply Idaho.

Mr. Westerberg continues the Board has promoted Apply Idaho as a "no fee" application process, but feedback from the field indicates institutions may have other processing fees in place that are directly related to the application process and are used to address the cost of processing additional applicants. During the February 2018 regular Board meeting, the Board had asked staff to provide additional information on these fees for consideration at the April Board meeting as part of the student tuition/fee setting discussion. Mr. Westerberg then invited the Board's Chief Fiscal Officer, Mr. Chet Herbst, to present an overview of the institutions respective processing fees charged to first-time, full-time resident students and when those fees are collected.

Mr. Herbst begins by sharing with Board members the fees being discussed as a part of this agenda item are delegated to the authority of the Chief Executive Officer of each institution to set. Mr. Herbst then shares feedback from the field has stressed the importance for students to find these fees easily and to know upfront what these fees will be as well as the timing for these fees. Mr. Herbst then states while the discussion has been helpful and institutions have been adjusting these fees the discussion before the Board today is an effort to let the Board see what the fees being charged and for institutions to communicate among each other and adopt best practices.

Board member Clark then asks if prior to Apply Idaho students have been assessed both application fees and enrollment fees or if application fees have been added since the Board standardized the process and eliminated enrollment fees. Mr. Herbst responds processing fees have always been specified in Board policy, however, there some

institutions have added a new processing fee once the Board eliminated the application fee.

Board member Critchfield then asks if the fees assessed by the institutions matches the information the Board is communicating through Apply Idaho to which Mr. Herbst responds the two are coming into convergence and one of the reasons for the presentation today is to update the Board on the status of these fees and to encourage collaboration between the institutions. Board member Critchfield then asks if each institution determines the individual fees associated with becoming a student at their institution to which Mr. Herbst responds in the affirmative and then invites the Board's Director of Research, Mr. Carson Howell, to expand upon. Mr. Howell begins by sharing with Board members the Direct Admission letter essentially holds a student's spot at the institutions listed in the letter, and then directs students to Apply Idaho where they fill out their enrollment application to be submitted to the institution(s) of their choice. The institutions will then use this application to determine student placement and scholarship and financial aid eligibility. Board member Critchfield then comments the letter may need to be updated to reflect the fees being charged by the individual institutions.

Board member Westerberg then comments the purpose behind Apply Idaho is to simplify the process to encourage more students to continue their postsecondary endeavors and it is counter to the Board's mission if students encounter unexpected fees and hurdles during the enrollment process.

Board member Clark then comments this is an issue that has been brought up at the Idaho Indian Education Committee meetings as well.

University of Idaho President, Dr. Chuck Staben, then comments UI has eliminated their processing and application fees and enrollment deposit.

Board member Atchley then asks if the confusion has been the distinction between tuition and fees and if it is the fees that have been the surprise. Dr. Clark responds that is a part of the issue, however, the issue first arose with the processing fees.

Board member Scoggin then comments with his understanding the concern has been the use of what appears to be an application fee for what the Board has been promoting as a no fee application.

The Board's Executive Director, Mr. Matt Freeman, shares with Board members 22,500 applications were submitted through Apply Idaho by just over 8,800 unique applicants which averages 2.5 applications per student which would indicate students are being selective as to which schools they are applying to. Mr. Freeman one of the initial concerns with Apply Idaho was that students would apply to all of the institutions they were accepted to, therefore drastically increasing the workload of the institutions to process the applications, however, the results show this is not the case and that while the Board understands there are costs involved with reviewing and processing applications, any

fees assessed by the institutions must have a direct correlation with the workload associated with reviewing these applications.

Mr. Westerberg then comments the purpose of the agenda item was not to micromanage the application process for the institutions, but to send a strong message that it is in their best interest to make that process as streamlined, efficient, and least costly as possible.

There were no additional questions or comments from the Board.

**B. Student Tuition & Fee Rates (Academic Year 2018-2019)**

1. Lewis-Clark State College – Student Tuition & Fee Rates
2. University of Idaho – Student Tuition & Fee Rates
3. Boise State University – Student Tuition & Fee Rates
4. Idaho State University – Student Tuition & Fee Rates
5. Boise State University – Honors College Program Fee
6. Boise State University – Senior Citizen Program Fee

**BOARD ACTION**

Prior to the fee setting, Business Affairs and Human Resources (BAHR) Committee Chair, Mr. Richard Westerberg reminded Board members of their responsibility to balance the health and welfare of the institution versus the cost to the student. Board member Westerberg continues less than half of Idaho's students pursue their postsecondary education and it is his belief cost is an issue. Board member Westerberg then states the Board has worked hard to promote the value of a degree, however, the high cost of a degree is a contributing factor to whether a student pursues their postsecondary education plan.

Board member Scoggin then comments the Board's role setting tuition and fees weighs heavily on its members because it is a very important balancing question requiring careful assessment by the Board and a careful listening ear by the institutions and their student bodies. Mr. Scoggin continues he fully concurs with Board member Westerberg's comments regarding the concern about cost. Mr. Scoggin then states the presentations by the institutions today were compelling and he has spent a significant amount of time trying to come up with a fair position and that in order to balance equities on all sides, he would suggest the Board approve the requests today up to a cap of 5.0%.

Board member Critchfield comments Idaho's education system is exactly that, a system, yet each institution has individual needs and finding a balance benefiting institutions without creating barriers for students is always a challenge.

Board member Atchley shares she tends to follow the assumption the institutions know what their needs are and that historically, as a state, we have put less money into higher education than we have over a period of years. Ms. Atchley continues there was a time when 20% of the general fund went to higher education and that now it is less than 10%. Ms. Atchley then states the value of a degree cannot be measured and a lot of individuals

have the assumption it is only a private good. The Board however knows it is a public good contributing to economic development and advancement. Ms. Atchley then shares her hesitation with an equal increase across all institutions as well as capping any increases at a certain percent, adding the Board must consider each institution individually and that the value the Board puts on the institutions is reflected in the quality of the institution and it is critical for the Board to maintain our institutions at the level they need to provide an excellent education to their students.

Board member Hill then comments you can squeeze budgets but will only realize the damage when something breaks and it is the Board's responsibility to verify the requests from the institutions are reasonable and reflect the circumstances but more important to support and maintain the quality of the institutions.

Board member Scoggin then comments if not only the Board, but the legislature, want a well-educated citizenry and want to support the state's institutions as they drive towards their missions and expect them to squeeze every penny, we still need as a state to keep up with funding our institutions at the level it costs to maintain great quality institutions and that as a state we cannot continue to reduce the percentage the state carries and expect the institutions to make up the difference.

#### **LEWIS-CLARK STATE COLLEGE**

**M/S (Westerberg/Soltman): To increase the FY 2019 annual undergraduate full-time resident tuition at Lewis-Clark State College by 3.5% (\$222) for a total dollar amount of \$6,556 and to increase the annual full-time tuition for nonresident undergraduate students by 3.5% (\$424) for a total dollar amount of \$12,500.** The motion failed 4-4 with Board members Atchley, Critchfield, Hill and Scoggin voting Nay.

**AND**

**M/S (Scoggin/Hill): To increase the FY 2019 annual undergraduate full-time resident tuition and fees at Lewis-Clark State College by 4.5% and to increase the annual full-time tuition for nonresident undergraduate students by 4.5%.** The motion passed 6-2 with Board members Soltman and Westerberg voting Nay.

**AND**

**M/S (Westerberg/Soltman): To approve all other fees set forth in the FY 2019 Lewis-Clark State College tuition and fees worksheet which will be made part of the written minutes.** The motion carried 8-0.

Business Affairs and Human Resources (BAHR) Committee Chair, Mr. Richard Westerberg introduced the item reminding Board members of the significant responsibility of the Board in setting tuition and fees, adding it is a fine balancing act between keeping tuition and fees as low as possible to encourage students to continue their postsecondary education while still providing for the institutions adequate resources to provide a good quality education for students.



Mr. Westerberg then reminds Board members for the past four (4) years the BAHRC Committee has provided a target to the institutions when determining tuition and fees for resident and undergraduate students and last year that target was 3%. Board member Westerberg continues last year the Board approved a 3% tuition and fee increase for Idaho State University (ISU) and a 3.5% increase for Boise State University (BSU), Lewis-Clark State College (LCSC), and University of Idaho (UI). Mr. Westerberg then shares the actions of the legislature have a large impact on the Board's actions and the approval of a 3% Change in Employee Compensation (CEC) last year had ramifications for institutions budgets in that a fund shift involved in CEC in that not all of the 3% increase is fully funded for the institutions and that additionally last year there was an increase in health insurance and the effect (fund shift and health insurance) per institution was 2.4% for ISU, 2.5% for BSU, 2.3% for UI, and 3% for LCSC. Mr. Westerberg the comments the 3% increase in tuition and fees granted for LCSC was effectively taken up by what the college had to offset in fund shift and benefits. This year the legislature once again granted a 3% increase in CEC with the same fund shift implications for the institutions as the previous year, however, there was a reduction in the health insurance benefit in the form of a credit with an effect (fund shift and health insurance) per institution of 1.4% for ISU, 0.5% for BSU, 0.7% for UI and 0.63% for LCSC.

Mr. Westerberg then invited the institutions to present their request to the Board, beginning with Lewis-Clark State College.

Representing Lewis-Clark State College (LCSC) were Mr. Todd Kilburn, Vice President for Finance & Administration, Dr. Amanda Van Lanen, Chair of the Lewis-Clark State College Faculty Senate and Mr. A.J. Baron, President of the Associated Students of Lewis-Clark State College (ASLCSC).

Mr. Kilburn begins by sharing with Board members LCSC has requested an overall tuition and fee increase of 4.5%, a significant portion of which relates to a technology fee. Mr. Kilburn continues by stating the technology fee being assessed had been being taken from an account with a significant account balance a few years ago, however, the technology fee has not been increased for the past ten (10) years and as the cost of technology has continued to increase, the account was at risk of running a deficit this coming year. Mr. Kilburn then states the technology fee has remained at \$70 per year, and LCSC is proposing a \$60 increase for a total of \$130 per year, the lowest technology fee in the state.

Mr. Kilburn then states the 4.5% increase equates to an annual increase for resident students of \$284 for full-time students and \$14.00 per credit for part-time students. Non-resident full-time students would see an annual increase of \$542 per year and full-time non-resident students residing in the neighboring Washington State county of Asotin would see an annual increase of \$166.

Mr. Kilburn continues his presentation by sharing with Board members the impact of the CEC and decrease in insurance cost is an increase of \$98,400, the increase from LCSC's

Endowment distribution was offset by a loss of enrollment workload adjustment (EWA) and that part of the requested 4.5% increase is to cover a onetime semester enrollment decline during the fall semester of the 2018-2019 school year.

Finally, Mr. Kilburn shares ongoing institution needs total just under \$150,000 and include faculty promotions, administrative restructuring, software maintenance increases and other institutional needs focusing primarily on enrollment strategies and security issues.

Board member Scoggin then requests confirmation the majority of the requested 4.5% increase is to cover a onetime decline in enrollment, however, the tuition increase would remain in place to cover this onetime cost with the expense being bared by current and future students. Mr. Kilburn responds in the affirmative, adding if enrollment were to continue to increase an adjustment may be in order for next year, and if enrollment were to continue to decline then that may indicate a trend and cuts would need to be made accordingly.

Board member Westerberg then comments the trend of institutions requesting backfill for EWA adjustments is not limited to LCSC and raises a central question for the Board to consider - does the Board want to raise tuition to recognize enrollment declines for an institution. Mr. Westerberg continues this is a hard case to make and asks if the Board wants to raise tuition on current students to cover students who did not come to the institution.

Board member Soltman states his agreement with Board member Westerberg, adding an enrollment decline should not be blamed on students and it would be inappropriate to award an institution for a decline in enrollment.

Board member Critchfield then asks Mr. Baron for the student perspective on LCSC's requested tuition increase. Mr. Baron responds from the student perspective, an increase in CEC justified, but whether or not to cover a decline enrollment would be a decision for the Board. Ms. Critchfield then asks how Mr. Baron would explain the increase in tuition and fees to the student body to which Mr. Baron responds LCSC provides access to services and a great education and he would hate to see this decrease because of a onetime shortfall.

Dr. Hill then requests additional information on the FY19 increase in endowment payments to the college to which Mr. Kilburn responds LCSC receives funds from a normal school endowment each year and wanted to reflect this year's distribution of \$73,800 more than the previous year in their request.

There were no additional questions or comments from the Board for Lewis-Clark State College.

**UNIVERSITY OF IDAHO**

**M/S (Scoggin/Hill): To increase the FY 2019 annual undergraduate full-time resident tuition and fees at University of Idaho by 5.0% and to increase the annual full-time tuition for nonresident undergraduate students by 9.4%.** The motion failed 3-5 with Board members Atchley, Soltman, Westerberg, Clark and Ybarra voting Nay.

Board member Clark requested information on the rationale behind the 9.4% increase for nonresident undergraduate students. Board member Scoggin responds the increase is an opportunity to allow the institution to achieve the tuition and fee increase they need while not increasing instate tuition by more than 5.0%. Dr. Clark then asks if any portion of the WUE Program deficit is accounted for in the 5.0% in-state tuition and fee increase to which Mr. Brian Foisy, Vice President of Finance for the University of Idaho responds in the affirmative, 3.2%.

Board member Critchfield comments she supports the 5.0% increase for full-time resident tuition, however, does not support the 9.4% increase for full-time nonresident tuition, offering a compromise of 5.0% for both.

Board member Westerberg then comments in the past the Board has allowed the institutions latitude in setting the nonresident tuition rate with the belief each institution knows what they need in order to be competitive. Dr. Clark then asks Mr. Foisy if UI believes a 9.4% nonresident tuition rate is competitive to which he responds in the affirmative adding most of UI's nonresident students are coming from Western Interstate Commission for Higher Education (WICHE) states and therefore would qualify for a Western Undergraduate Exchange (WUE) waiver. Mr. Foisy then states the majority of nonresident students coming to the UI who are not from WICHE states are international students and the nonresident tuition increase of 9.4% would still allow UI to be competitive when attracting these students.

Board member Scoggin then proposed an amendment to the motion.

**M/S (Scoggin/--): To increase the FY 2019 annual undergraduate full-time resident tuition and fees at University of Idaho by up to 5.0% and to increase the annual full-time tuition for nonresident undergraduate students by up to 9.4%.** There was no second to the motion and the motion failed.

Board member Hill asks why the Board would allow latitude on the resident full-time tuition to which Board member Scoggin responds the universities should be allowed to charge tuition at the rate the market will bear. Board member Westerberg comments the item before the Board today is to set tuition and not a range.

Board member Critchfield then proposed an amendment to the motion.

**M/S (Critchfield/Scoggin): To increase the FY2019 annual undergraduate full-time resident tuition and fees at University of Idaho by 5.0% and to increase the annual full-time tuition for nonresident undergraduate students by 7.5%.** The

motion failed 3-5 with Board members Atchley, Ybarra, Soltman, Westerberg, and Clark voting Nay.

Board member Hill then comments the actual annual dollar amount for a full-time nonresident undergraduate tuition if the Board were to approve the 7.5% increase would be \$25,600.

Board member Soltman then comments the 5.0% increased equates to a tuition increase 6.2% for full-time resident students and this is an increase he cannot support.

Board member Scoggin then comments the Board's focus should be on the total cost to students.

Board member Critchfield comments after reviewing the Board material and hearing the presentations at today's meeting from the 4-year institutions, it was her desire to support a tuition increase of no more than 5.0%.

Board member Scoggin then comments his focus has been on the total cost to students, regardless of how the institutions divide the cost between tuition and fees, and Board member Critchfield's motion acknowledges the total cost burden increase to students and that is why he supports this motion.

Board member Westerberg then proposed an amendment to the motion.

**M/S (Westerberg/Soltman): To increase the FY2019 annual undergraduate full-time resident tuition and fees at University of Idaho by 3.9% and to increase the annual full-time tuition for nonresident undergraduate students by 7.4%. The motion failed 2-6 with Board members Atchley, Clark, Critchfield, Hill, Scoggin and Ybarra voting Nay.**

Board member Clark asks what the tuition increase for resident full-time students would be if the Board were to approve the 3.9% total increase. Board member Soltman responds 4.6%.

Board member Scoggin comments this proposal would be less than the increase the Board approved for Lewis-Clark State College.

Board member Hill comments the Board has approved 4.5% total increase for Lewis-Clark State College full-time resident tuition and fees and he does not see any reason why University of Idaho should be treated any differently.

Board member Atchley proposed an amendment to the motion.

**M/S (Atchley/--): To increase the FY2019 annual undergraduate full-time resident tuition and fees at University of Idaho by 5.5% for a total dollar amount of \$414 and to increase the annual full-time tuition for nonresident undergraduate students by**

**9.2% for a total dollar amount of \$1,500.** There was no second to the motion and the motion failed.

The Board's Executive Director, Mr. Matt Freeman, comments the focus of today's discussion should be on tuition and fees, adding this is the dollar amount students will see and that students will not disaggregate the cost to them for their tuition increase versus fees. Mr. Freeman also comments tuition is fundable and therefore more advantageous to institutions than restricted fees.

Board member Westerberg states he cannot support a tuition and fee increase of more than 4.1% for University of Idaho.

Board member Scoggin comments he understands Board member Westerberg's position, however, Board member Scoggin states that based on the presentations today a 5.0% cap is would bring the Board closer to achieving a balance between what the institutions have requested and the Board's responsibility to students.

Board member Hill proposed an amendment to the motion.

**M/S (Hill/Soltman): To increase the FY2019 annual undergraduate full-time resident tuition and fees at University of Idaho by 4.5% and to increase the annual full-time tuition for nonresident undergraduate students by 7.5%.** The motion failed 4-4 with Board members Atchley, Scoggin, Clark and Westerberg voting Nay.

Board member Scoggin comments based on a sense of fairness to all of the institutions, he is not comfortable with a tuition and fee increase of less than 5.0% for the University of Idaho.

Board member Critchfield comments initially it was her intention for the Board to approve an increase in tuition and fees based upon the individual the needs of each institution, however, after the Board's discussion today and wanting to satisfy most of what each institution has requested she would support increasing tuition and fees equally, at 4.5%, for each institution.

Board member Scoggin comments he cannot support an increase in tuition and fees for University of Idaho that is less than 5.0%. Board member Hill responds he philosophically agrees with Board member Scoggin, however, from the practical observation of the voting here today that would be unsustainable and the dollar amount difference between 4.5% and 5.0% is not a tremendous amount at the individual level.

After a roll call vote was taken and the motion failed, Board member Scoggin suggested Board members be polled on their threshold for increasing tuition and fees for University of Idaho.

Board member Westerberg begins by sharing his threshold would be 4.1% for full-time resident students and is comfortable with the increase requested by the institution for full-

time nonresident students, noting the institution is best able to predict what the market will bear.

Superintendent Ybarra comments her threshold would be 5.0%.

Board member Atchley comments her preference would be to approve UI's original request, but she can accept an increase of 5.0%. Ms. Atchley then states the Board has held institutions closely the last few years and is in danger of not providing the institutions the opportunity to meet all of their obligations by holding tuition down as tightly as the Board has and at some point there must be a correction.

Board member Scoggin comments 5.0% is the tipping point in his opinion between granting the needs of an institution and placing too high of a burden on the students and that 5.0% will provide a cap while still individualizing the needs of each institution.

Board member Clark then asks Board member Westerberg, Business Affairs and Human Resources (BAHR) Committee Chair, if the institutions were provided a target increase by the BAHR Committee. Mr. Westerberg responds in the affirmative, 3.5%.

Board member Hill comments he could approve a 5.0% increase for University of Idaho but would prefer a slightly smaller increase.

Board member Soltman comments he could support an increase of 4.5% for University of Idaho, noting this would fully fund the WUE deficit, increase in CEC and the Athletics Cap.

Board member Critchfield comments she could support a 5.0% increase but would prefer a 4.5% increase.

Board member Clark echoes the comments of Board member Critchfield, however, she has concerns about the amended amount for full-time nonresident students. Dr. Clark then shares her concern with the BAHR Committee providing a target increase to the institutions, noting if an institution requests an increase meeting the target amount they would be penalized. Board member Scoggin responds he does not see this as the Board penalizing institutions, especially in light of the fact the Board expects institutions to ask for what they need and not getting more than what you need is a reward and receiving what you your projection for the next year a penalty. Each institutions requested tuition and fee increase should be approved based upon their individualized needs. Dr. Clark responds with her agreement to Board member Scoggin's comment, however, her experience with the budget setting process has been knowing the expectation leads to a more accurate budget. Board member Critchfield then comments part of making institutions accountable is the Board asking them to increase enrollment and retention and she hopes the requests today reflect this. Dr. Clark states her agreement, however, one of the recommendations of the Governor's Higher Education Taskforce (HETF) was to increase access and affordability and Board members must be mindful of the fact that

any increase in tuition and fees will effect a student's access to a postsecondary education.

Board member Scoggin proposed an amendment to the motion.

**M/S (Scoggin/Hill): To increase the FY2019 annual undergraduate full-time resident tuition and fees at University of Idaho by 5.0% and to increase the annual full-time tuition for nonresident undergraduate students by 8.0%. The motion passed 6-2 with Board members Westerberg and Soltman voting Nay.**

**AND**

**M/S (Westerberg/Hill): To approve all other fees set forth in the FY 2019 University of Idaho tuition and fees worksheet which will be made part of the written minutes. The motion carried 8-0.**

**BOISE STATE UNIVERSITY**

**M/S (Scoggin/Atchley): To increase the FY 2019 annual undergraduate full-time resident tuition and fees at Boise State University by 5.0% and to increase the annual full-time tuition for nonresident undergraduate students by 5.0%. The motion carried 8-0.**

**AND**

**M/S (Westerberg/Hill): To approve all other fees set forth in the FY 2019 Boise State University tuition and fees worksheet which will be made part of the written minutes. The motion carried 8-0.**

Business Affairs and Human Resources (BAHR) Committee Chair, Mr. Richard Westerberg introduced the item reminding Board members of the significant responsibility of the Board in setting tuition and fees, adding it is a fine balancing act between keeping tuition and fees as low as possible to encourage students to continue their postsecondary education while still providing for the institutions adequate resources to provide a good quality education for students.

Mr. Westerberg then reminds Board members for the past four (4) years the BAHR Committee has provided a target to the institutions when determining tuition and fees for resident and undergraduate students and last year that target was 3%. Board member Westerberg continues last year the Board approved a 3% tuition and fee increase for Idaho State University (ISU) and a 3.5% increase for Boise State University (BSU), Lewis-Clark State College (LCSC), and University of Idaho (UI). Mr. Westerberg then shares the actions of the legislature have a large impact on the Board's actions and the approval of a 3% Change in Employee Compensation (CEC) last year had ramifications for institutions budgets in that a fund shift involved in CEC in that not all of the 3% increase is fully funded for the institutions and that additionally last year there was an increase in health insurance and the effect (fund shift and health insurance) per institution was 2.4%



for ISU, 2.5% for BSU, 2.3% for UI, and 3% for LCSC. Mr. Westerberg the comments the 3% increase in tuition and fees granted for LCSC was effectively taken up by what the college had to offset in fund shift and benefits. This year the legislature once again granted a 3% increase in CEC with the same fund shift implications for the institutions as the previous year, however, there was a reduction in the health insurance benefit in the form of a credit with an effect (fund shift and health insurance) per institution of 1.4% for ISU, 0.5% for BSU, 0.7% for UI and 0.63% for LCSC.

Presentations to the Board continued with Boise State University (BSU) represented by Dr. Bob Kustra, President of Boise State University, Mr. Mark Heil, Vice President for Finance and Administration and Ms. Sienna George, President of the Associated Students of Boise State University (ASBSU).

Dr. Kustra begins by sharing the landscape and demographics of Boise State University has changed drastically during his tenure as president and BSU's tuition and fee increase is a reflection of the current needs of the students, faculty, staff and campus as they exist today.

Mr. Heil begins his presentation by sharing with Board members BSU is requesting a 5.1% increase in full-time resident tuition and proposing a modification to the full-time plateau from 11 credit hours to 16 credit hours to allow students more flexibility to schedule classes in recognition of the Complete College Idaho Initiative 15 to Finish. Mr. Heil continues the requested tuition and fee increase represents a \$6.5 million increase in revenue to the university, however, total commitments for FY19 year result in a \$3.7 million deficit which BSU plans to address through a general reduction in service levels in strategic areas of the university, partially supported by lay-offs, and funding some existing programs utilizing onetime funds. Mr. Heil continues BSU is in the midst of a mega-trend as it transitions from a commuter campus to a residential campus and the funding model for campus operations has not kept up with this trend. Finally, Mr. Heil highlights for the Board on a per Full Time Employee (FTE) basis, BSU receives the lowest level of support from the state among the 4-year institutions.

Ms. George then provides the Board the student perspective to BSU's tuition and fee increase request. Ms. George encourages Board members to approve BSU's requested tuition and fee increase.

Board member Scoggin asks Ms. George, as the student body representative, how the 5.1% increase would affect BSU's students, especially those students from underserved populations. Ms. George responds in order to continue BSU's success rates, BSU has to increase tuition. Ms. George then encouraged Board members to challenge the current funding structure so as to relieve some of the burden on students to fund their education.

President Kustra then adds in higher education we talk about the sticker price and the real price and the fact is at BSU, like every other university or college, 40%-50% of students are Pell grant eligible who apply knowing they will receive financial aid, however, due to the current funding model, BSU has a smaller pool of funds available to serve these students.

Board member Scoggin then requested clarification on the \$2 million salary increase line item and if this is based on automatic scheduled increases or in addition to. Mr. Heil responds this line reflects the unfunded portion of the 3% CEC increase.

Board member Critchfield then asks how BSU would communicate an increase in tuition and fees to their students. Ms. George responds students are involved in the tuition and fee making process and that she would like to see a mass email sent to all BSU students outlining the process and how the increase will directly benefit students.

Board member Westerberg then asks if it is standard practice for institutions to request an increase in tuition and fees to support grant programs, such as the EPSCoR and IGEMS grants line itemed in BSU's request before the Board today. Mr. Heil responds this is somewhat atypical, however, these are faculty positions BSU had agreed to continue funding once the grants funding had been exhausted. Mr. Westerberg then requested clarification on the increase to financial aid and scholarship funding to which Mr. Heil responds this is the same amount BSU funded in the previous year from onetime funds.

There were no additional questions or comments from the Board for Boise State University.

**IDAHO STATE UNIVERSITY:**

**M/S (Westerberg/Hill): I move to increase the FY 2019 annual undergraduate full-time resident tuition and fees at Idaho State University by 3.5%; to authorize the University to establish the tuition portion of this total dollar amount \$5,645.00 as the base tuition for eligible students in the FY 2019 cohort for the University's "Tuition Lock" initiative; and to increase the annual full-time tuition for nonresident undergraduate students by 5.0%. The motion carried 8-0.**

**AND**

**M/S (Westerberg/Hill): To approve all other fees set forth in the FY 2019 Idaho State University tuition and fees worksheet which will be made part of the written minutes. The motion carried 8-0.**

Business Affairs and Human Resources (BAHR) Committee Chair, Mr. Richard Westerberg introduced the item reminding Board members of the significant responsibility of the Board in setting tuition and fees, adding it is a fine balancing act between keeping tuition and fees as low as possible to encourage students to continue their postsecondary education while still providing for the institutions adequate resources to provide a good quality education for students.

Mr. Westerberg then reminds Board members for the past four (4) years the BAHR Committee has provided a target to the institutions when determining tuition and fees for resident and undergraduate students and last year that target was 3%. Board member

Westerberg continues last year the Board approved a 3% tuition and fee increase for Idaho State University (ISU) and a 3.5% increase for Boise State University (BSU), Lewis-Clark State College (LCSC), and University of Idaho (UI). Mr. Westerberg then shares the actions of the legislature have a large impact on the Board's actions and the approval of a 3% Change in Employee Compensation (CEC) last year had ramifications for institutions budgets in that a fund shift involved in CEC in that not all of the 3% increase is fully funded for the institutions and that additionally last year there was an increase in health insurance and the effect (fund shift and health insurance) per institution was 2.4% for ISU, 2.5% for BSU, 2.3% for UI, and 3% for LCSC. Mr. Westerberg the comments the 3% increase in tuition and fees granted for LCSC was effectively taken up by what the college had to offset in fund shift and benefits. This year the legislature once again granted a 3% increase in CEC with the same fund shift implications for the institutions as the previous year, however, there was a reduction in the health insurance benefit in the form of a credit with an effect (fund shift and health insurance) per institution of 1.4% for ISU, 0.5% for BSU, 0.7% for UI and 0.63% for LCSC.

At this time Dr. Clark invited Ms. McKenzie MacDonald, President of the Associated Students of the University of Idaho (ASUI) to share the student perspective on the tuition and fee request from the University of Idaho with the Board. Ms. MacDonald shares with Board members a primary concern of UI students is an affordable education, however, Ms. MacDonald supports UI's proposal before the Board today.

Board member Scoggin asks Ms. MacDonald if there is any concern from the students that half of the requested increase is for the expansion of the WUE Program. Ms. MacDonald responds if the institution is able to increase revenue by enrolling these out of state students then it would be of benefit to the student body as a whole.

The Board's final presentation was from Idaho State University (ISU), represented by Dr. Arthur Vailas, President of Idaho State University; Mr. Brian Hickenlooper, Chief Financial Officer and Ms. Jessica Sargent, President of the Associated Students of Idaho State University (ASISU) and Mr. Logan Schmidt, incoming President of the Associated Students of Idaho State University (ASISU).

Dr. Vailas begins by sharing ISU students share an equal role in the formulation of the institutions budget each year. Dr. Vailas then invited Ms. Sargent and Mr. Schmidt to share the student perspective on the tuition and fee request from Idaho State University with the Board. Ms. Sargent expresses her appreciation to President Vailas for allowing students to be equally involved with the fee setting process. Mr. Schmidt expresses his appreciation for the voices of the students to be heard by the ISU Administration.

Mr. Hickenlooper begins by sharing with Board members part of the 3.5% tuition and fee increase includes funds for on-campus counseling services and that this was an item requested by the student representatives. Mr. Hickenlooper continues, similar to the other 4-year institutions, a portion of the increase will go towards funding CEC. Additionally, the increase includes an increase for graduate teaching assistant salaries and associated incremental tuition waiver, safety and security investments, and an

athletic increase to help cover the cost of increased scholarships. Mr. Hickenlooper then shares ISU continues to see a decline in enrollment of non-resident students, however, is pleased to report an increase in new first time resident enrollment and overall new first time student enrollment has increased 5.4%. Mr. Hickenlooper continues ISU's request does not include funds to cover the decline in enrollment, but does include funds to cover ongoing expenses including the services and opportunities ISU provides to students.

Board member Soltman asks the current status of ISU's Tuition Lock Program to which Mr. Hickenlooper responds this is still offered to new incoming freshmen as they enroll and that ISU is continuing to monitor the success and progress of the program.

Board member Critchfield what specifically the increased technology fee covers to which Mr. Hickenlooper responds increased bandwidth as well as ISU's backup systems and switch replacements.

Board member Westerberg then asks if it is appropriate to place the burden of a change in enrollment on the backs of the students, to which Mr. Hickenlooper responds it is not, and is not included in this request. Board member Westerberg then comments an increase to the athletic funding cap does not automatically equate to an increase in tuition and fees. Mr. Hickenlooper responds ISU has not increased the student athletic fee with this request.

There were no additional questions or comments from the Board for Idaho State University.

#### **DUAL CREDIT FEE**

**M/S (Westerberg/Scoggin): To set the statewide dual credit fee at \$65 per credit for the successful delivery at secondary schools, including courses taught online using instructional staff hired by the high school or the Idaho Digital Learning Academy, for fiscal year 2019.** The motion carried 8-0.

Board member Soltman expressed his support for the \$65 per credit fee, however, requests Board staff to analyze if this fee is adequate to cover the cost of offering dual credit courses. Board member Clark then comments the discussion at the April Higher Education President's Council (HEPC) meeting largely centered on courses taught in a method not described in this motion; those courses taught on campus by university instructors.

Board member Westerberg states the Business Affairs and Human Resources (BAHR) Committee discussed in depth if \$65 was the appropriate fee for dual credit courses, however, it was determined a change to this fee could not be made until an appropriate amount of financial data had been collected.

There were no additional questions or comments from the Board.

**TRANSCRIPT FEE**

**M/S (Westerberg/Hill): To set the statewide transcript fee at \$10 per credit for fiscal year 2019 for students enrolled in a qualified Workforce Training course where the student elects to receive credit. The motion carried 8-0.**

There were no questions or comments from the Board.

**SUMMER BRIDGE PROGRAM FEE**

**M/S (Westerberg/Hill): To set the statewide summer bridge program fee at \$65 per credit for fiscal year 2019 for students admitted into a summer bridge program at an institution the summer immediately following graduation from high school and enrolling in pre-determined college-level courses at the same institution the fall semester of the same year. The motion carried 8-0.**

There were no questions or comments from the Board.

**BOISE STATE UNIVERSITY – HONORS COLLEGE PROGRAM FEE**

**M/S (Westerberg/Soltman): To approve the request by Boise State University to establish an Honors College Program Fee in the amount of fifty dollars (\$50) per semester, effective fall 2018. The motion carried 8-0.**

There were no questions or comments from the Board.

**BOISE STATE UNIVERSITY – SENIOR CITIZEN FEE ADJUSTMENT**

**M/S (Atchley/Hill): To approve the request by Boise State University to charge standard tuition and fee rates to Idaho residents 60 years of age and older who take courses for credit, and to offer senior citizens the opportunity to audit courses at no charge, on a space available basis. The motion carried 8-0.**

Board member Atchley asks if the purpose of adjusting the senior citizen fee is to charge senior citizens if they are taking a course for credit versus auditing a course for personal enrichment. Boise State University (BSU) Vice President for Finance and Administration, Mr. Mark Heil confirms this to be correct.

Board member Scoggin then asks if currently a senior citizen, defined as 60 or older, is charged a fee to take a course for credit. The Board's Chief Fiscal Officer, Mr. Chet Herbst, responds currently many of the institutions do charge a small fee to senior citizens taking courses for credits and that Board policy delegates the authority to institutions to determine the eligibility requirements for senior citizens and to set these fees.

Board member Clark then asks if currently all senior citizens taking a course at BSU, whether for credit or audit, pay the reduced fee and that now BSU wishes to charge full tuition and fees for those senior students taking a course for credit. Mr. Heil confirms this is correct, commenting BSU has found these students consume the same amount of resources regardless of whether or not they are taking a degree for credit or personal enrichment and the cost to subsidize their discounted tuition unfairly falls to more traditional students.

Board member Hill then asks how the other institutions address this student population. Mr. Herbst responds a majority of the other institutions charge a flat \$5.00 fee and then \$20 per credit hour. Additionally, Mr. Herbst shares with Board members BSU has included a teach-out provision in their proposal that would allow those students currently in the pipeline to finish under the current rate.

Board member Atchley then asks if a senior citizen pursuing something less than a degree, a certificate or single course for example, to improve their ability to obtain employment, would be considered by BSU to be pursuing a degree, to which Mr. Heil responds in the negative, however, it is BSU's intent they would be subject to paying full tuition and fees. Board member Atchley then comments the motion, as written, does not make this clear and proposes amending the motion to read "*who take courses for credit*". There were no objections to Board member Atchley's amendment.

There were no additional questions or comments from the Board.

The approved tuition and fees report is included as Attachment 1 to the April minutes.

## **PLANNING, POLICY & GOVERNMENTAL AFFAIRS (PPGA)**

### **C. Idaho Office of School Safety and Security**

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

Planning, Policy and Governmental Affairs (PPGA) Committee Chair, Ms. Debbie Critchfield, introduced the item sharing with Board members the Idaho Office of School Safety and Security (IOSSS) was created by the legislature in 2016 to promote the safety and security of students attending any and all public educational schools and institutions in the state. She then reminds Board members in light of recent events involving school shootings around the country, during the February 2018 regular Board meeting, the Board president asked to have a work session on school safety and security and that Mr. Brian Armes, Program Manager for IOSSS was here today to present to the Board on the work of the IOSSS around supporting safe and secure campuses at Idaho's public schools, charter schools and institutions.

Mr. Armes begins by sharing the IOSSS is legislatively required to visit every publicly funded school campus over the course of three years to conduct a baseline assessment of school safety and security. He continues by sharing with Board members an in-depth overview of how the IOSSS conducts their assessments and what they look for during an assessment.

Board member Scoggin comments a very timely discussion in light of current events, adding school safety and security is not something to be taken lightly.

Board member Critchfield comments on the importance for the Board to highlight and support the need for counseling and mental health services provided to students and their families and is pleased to learn this is a focus of the IOSSS as well.

Board member Soltman asks if there is a corresponding mechanism for funding to which Mr. Armes responds in the negative, noting, IOSSS is not a regulatory or compliance agency and the assessments it prepares are private documents that are shared with school superintendents and administrators, but are not subject to public record requests. Board member Soltman then comments it would then fall back to the local school boards to prioritize their needs to address any areas of concern identified in the IOSSS assessment. Board member Clark then comments this could be very costly to the local school districts with no money from the state to update facilities.

The Board's Executive Director, Mr. Matt Freeman, asks if there is anything the Board can do, in term of policies and procedures, to support the IOSSS. To this Mr. Armes responds his appreciation, but is unclear on the process and how the Board and IOSSS would overlap, however, a policy directing the state use a standard response protocol when there are emergencies as well as a requirement for a process demanding crime prevention through environmental design be included in any bidding agency for school projects around the state. Additionally, Mr. Armes shares there is no standard for security personnel at Idaho's colleges and universities and this is something other states have realized and rectified.

Board member Atchley then shares her concern with turning schools in to fortresses and asks how to make students feel safe and secure but not like prisoners. Mr. Armes responds one way to create safer school environments includes engaging students with the school community.

There were no additional questions or comments from the Board.

**D. Institution and Agency Strategic Plans**

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

This item was moved to the end of the Open Forum on Thursday, April 19, 2018.

**INSTITUTION, RESEARCH AND STUDENT AFFAIRS (IRSA)**

**E. Integration of Education Resources**

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

Instruction, Research and Student Affairs (IRSA) Committee Chair, Dr. David Hill, introduced the item sharing with Board members the discussion before the Board today is to consider pursuing the integration of Open Education Resources (OER). Dr. Hill then invited the Board's Chief Academic Officer, Dr. Randall Brumfield, to present the item to the Board. Accompanying Dr. Brumfield were Mr. Scott Cook, Director of Academic for the Idaho State Department of Education; Dr. Harold Crook, Professor of Nez Perce Language for Lewis-Clark State College (LCSC); Ms. Allie Powell, Student Representative from Lewis-Clark State College; Mr. Jonathan Lashley, Instructional Technologist for Boise State University (BSU); Ms. Amber Sherman, Assistant Professor



and Librarian for Boise State University; and Mr. Evan Williamson, Digital Infrastructure Librarian for University of Idaho (UI).

Dr. Brumfield begins by reminding Board members one of the recommendations of the Governor's Higher Education Task Force (HETF) was the development of a higher education system that could consolidate and share resources in such a way as to inevitably lead to cost savings for students. While consolidation of back office functions has been the primary focus of this effort, Dr. Brumfield states it would be of benefit for the Board to consider Open Education Resources as an additional means to reduce the cost to students pursuing postsecondary study.

Board member Hill then asked what some of the challenges of implementing OER have been for the institutions to which Dr. Crook responded securing high quality materials and convincing instructors to use OER. Additionally, Dr. Crook comments implementation requires a sustained concentration versus a mandate. Dr. Hill then asks what Dr. Crook would have the Board do if he is not suggesting the Board mandate OER. Dr. Crook responds it is too early in the process to mandate OER across the institutions, however, if the Board were to continue asking for solutions and tracking progress they could consider mandating an OER pathway through the General Education Curriculum. Dr. Hill then asks how trackable this would be to which Dr. Crook responded LCSC anticipates implementation of OER through the general education curriculum within the next two to three years. Dr. Hill asks if this would be isolated to LCSC or something other institutions could mirror to which Dr. Crook responded other institutions could mirror to the degree the Board has mandated shared classes.

Board member Westerberg then asked if an individual has been designated to follow and track the institutions implementation of OER to which Dr. Hill responds Dr. Brumfield serves as this function and that if the Board finds implementation of OER to be a priority, then we must make a concentrated effort to track the success of OER and possibly implement policies on the use of OER.

Board member Atchley then reminds Board members that one of the recommendations of the HETF was a statewide digital network and OER would be a natural fit with this concept and the Board must always be referring back to the concept of a statewide digital network when discussing these different elements because at some point they will need to work together if the Board is to deliver education at all levels to everybody, everywhere in the state.

There were no additional questions or comments from the Board.

## **STATE DEPARTMENT OF EDUCATION (SDE)**

### **1. Developments in K-12 Education**

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

State Superintendent of Public Instruction, Sherri Ybarra introduced the item and invited Ms. Jill Martin with Achieve3000 to provide an update to the Board on the SmartyAnts Program. Ms. Martin shares SmartyAnts is a five-year reading readiness initiative exclusively for Idaho 4-year olds to receive a free subscription to Achieve3000's SmartyAnts program as a way to provide early literacy intervention to parents who choose to take advantage of the program and that to date over 1,000 children have enrolled in the program.

At the end of Ms. Martin's presentation, Dr. Clark expressed her thanks, on behalf of the Board, to Achieve3000 for their gift of the SmartyAnts program to Idaho's children. Dr. Clark then comments it is the role of the Board to lead the discussion of early childhood education in Idaho and if we want to raise achievement scores the Board must look to the pipeline and the issue that half of Idaho's students enter Kindergarten unready to learn and spend their entire academic career trying to catch up and, while not the answer, the SmartyAnts program is a tremendous tool for those families who choose to use it.

Board member Scoggin then asks for confirmation the donation of SmartyAnts to the state is a gift with no strings or conditions attached to which Ms. Martin responds this is truly a gift.

Finally, Dr. Clark thanked Superintendent Ybarra and her staff for their work to bring this program to the students of Idaho.

There were no additional questions or comments from the Board.

Superintendent Ybarra continued her update by sharing with Board members the State Department of Education agenda for the June Board meeting will include a comprehensive update on Idaho's National Assessment on Education Progress (NAEP) scores, however, she would like to share today that Idaho's most recent NAEP scores show Idaho students are scoring at or above the national average. Superintendent Ybarra continues the scores for Idaho's English Language Learner (ELL) students however has remained flat adding this is a trend nationwide and one that warrants further discussion by the Board.

There were no additional questions or comments from the Board.

## **2. Keep Idaho Students Safe (KISS) Initiative Overview**

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

Superintendent of Public Instruction, Ms. Sherri Ybarra, introduced the item reminding Board members the Keep Idaho Students Safe (KISS) initiative is an effort that builds upon existing efforts around school safety and student wellness and that it is critical for the state to explore every opportunity to ensure students are safe in Idaho schools. Superintendent Ybarra then invited the Director of Student Engagement and Career and

Technical Readiness for the Idaho State Department of Education, Mr. Matt McCarter, to present his update to the Board.

Mr. McCarter begins by sharing current efforts of the KISS initiative include a new bullying prevention campaign, Idaho Lives Project and Sources of Strength suicide prevention program, Idaho Youth Risk Behavior Survey, Safe and Drug Free Schools funding, Every Student Succeeds Act Title IVA Safe and Healthy Students funding, collaboration with the Division of Building Safety Office of School Safety and Security.

Mr. McCarter continues by stating no single strategy is sufficient to address school safety; therefore a multi-pronged approach is required to protect students from harm and it is the intent of KISS to equip school staff with the knowledge, tools and resources to prevent and respond to risk behaviors and dangers facing students; increase security presence in Idaho schools; and expand state capacity to assist schools in crisis situations.

At this time Board member Scoggin comments on the importance of increasing the security presence in Idaho schools with trained security personnel who would be required to submit to an extensive background check, exam and renewable certification that would meet a minimum statewide standard.

Board member Westerberg then asks what role the state should play in the area of facility safety and security to which Superintendent Ybarra responds preference for funding requests will be given to requests for increased security presence, however, requests to upgrade or enhance facilities will be considered.

Board member Clark asked if there are grants available to fund the KISS initiative or if a legislative budget request is needed to fund the program to which Superintendent responded the State Department of Education is working through the process to secure funding for this initiative.

There were no additional questions or comments from the Board.

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

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

**M/S (Critchfield/Hill): To meet in executive session pursuant to Section 74-206(1)(a),(b) and (c), Idaho Code, "To consider the evaluation, dismissal, or disciplining of, or to hear complaints or charges brought against a public officer, employee, staff member or individual agent or public school student, hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need and to discuss acquiring an interest in real property which is not owned by a public agency." A roll call vote was taken and the motion carried 7-0. Mr. Scoggin was absent from voting.**

Board members entered in to Executive Session at 5:08pm (PST).

**M/S (Andy/Linda): To go out of Executive Session.** The motion carried 8-0.

Board members exited Executive Session at 6:06pm (PST).

The meeting recessed at 6:06 pm PST until Thursday morning at 8:00 am PST.

**Thursday April 19, 2018, 8:00 a.m., University of Idaho, Bruce M. Pitman Center, International Ballroom, Moscow, Idaho.**

Board President Dr. Linda Clark called the meeting to order at 8:00 a.m. Pacific Time for regularly scheduled business. There were seven (7) participants for Open Forum.

## **OPEN FORUM**

Mr. Mark Boatman, President of the National Board of the Vandal Scholarship Fund, addressed the Board to express his concern with the Presidential leadership of the University of Idaho (UI). Following Mr. Boatman were Ms. Mona Hass representing Valley Youth Soccer Association, Mr. Sean Chevreux representing United Soccer Coaches, Ms. Kelly Dopke representing Idaho Women's Soccer, Mr. David Nuhn representing University of Idaho Men's Golf, Ms. Emily Kliever representing University of Idaho Swim and Dive, and Mr. Joel Shinofield representing College Swimming Coaches Association of America, to encourage Board members to waive the requirement in Board Policy V.X.3.d that a plan for balancing an athletic budget deficit be completed within two fiscal years for the University of Idaho as it realigns its athletic programs and associated budgets.

Prior to the start of the Institution and Agency Strategic Plan agenda item, Board President Clark, requested a point of personal privilege to recognize the outstanding leaders from Idaho's Higher Education system who were retiring from their current positions, beginning with Dr. Martin Schimpf, Provost of Academic Affairs for Boise State University (BSU).

Dr. Clark begins by sharing Dr. Schimpf has been an integral part of Boise State University for the past 28 years beginning as a faculty member, then Chair of the Chemistry Department, Associate Dean and Dean of the College of Arts and Sciences before being named Provost of the University in 2010. During his tenure as provost, Dr. Schimpf was instrumental in building Idaho's largest graduate school, including a series of new PhD programs, and increasing PhD graduates which resulted in BSU being classified as a Doctoral Research Institution by the Carnegie Classification of Institutions of Higher Ed in 2016. Dr. Schimpf lead a number of initiatives related to student success including expansion of the four year honors curriculum, enhancing tutoring and academic advising and continued improvements to the foundation studies program. Under his

watch the universities first year retention rate has reached 80% and Boise State University was one of five universities recognized nationally in 2018 by the Association of Public and Land Grant Universities for innovative approaches for improving student retention and graduation. During his tenure at Boise State University, Dr. Schimpf established the School for Public Service, the College of Innovation and Design, the School of Allied Health, the Center for Global Education and greatly expanded online courses through BSU's eCampus. On behalf of the Board, Dr. Clark congratulated Dr. Schimpf on an outstanding career and is truly grateful for his contributions.

Dr. Clark then acknowledged retiring Idaho State University (ISU) President, Dr. Arthur Vailas. Appointed to the position in 2006, Dr. Vailas is Idaho State Universities 12<sup>th</sup> President. Notable achievements under Dr. Vailas' tenure include the Idaho State University Meridian Health Science Center; Skaggs Treasure Valley Anatomy and Physiology Labs; and an affiliation agreement with the Idaho College of Osteopathic Medicine (ICOM). Dr. Vailas' commitment to growing the health sciences at Idaho State University paved the way for securing \$11 Million to upgrade the Gale Life Sciences Building in Pocatello to enhance the student laboratory experience. Dr. Vailas developed ISU's Career Path Internship Program; the ISU Tuition Lock Program; and successfully secured \$1.8 Million dollars from the Legislature for creation of a polytechnic institute at the ISU Idaho Falls campus in collaboration with the Idaho National Laboratory. Both President and Laura Vailas have worked to enhance services and education opportunities for veterans and their families leading to ISU's designation as a military friendly institution. On behalf of the Board, Dr. Clark expressed her thanks and appreciation for Dr. Vailas' many contributions during his time as president of Idaho State University.

Next, Dr. Clark acknowledged retiring Lewis-Clark State College (LCSC) President, Dr. Anthony Fernandez. Dr. Fernandez served as interim President of LCSC 2010 and appointed President in 2011. During his tenure as Provost and President Dr. Fernandez was a key leader of the team which totally transformed the college; redefining and refocusing its mission, restoring financial integrity, and facilitating significant growth in enrollment and programs. Dr. Fernandez helped to make LCSC a poster child of the Northwest Commission on Colleges and Universities (NWCCU) on how an institution could use an integrated, strategic planning, programming and budgeting process to dramatically transform an institution. Dr. Fernandez dramatically reshaped the infrastructure and face of the college and renovation of downtown Lewiston facilities, expanded outreach and scholarship programs with the foundation, established the highly lauded LCSC Work Scholars Program, brought the CAMP program to LCSC and collaborated with the Lewiston School District and State leadership to collocate the new Career Technical Center at the Lewiston high school. Dr. Fernandez has made an indelible mark on the physical heritage of LCSC and the students, faculty and staff whose lives he has touched during his tenure.

Finally, Dr. Clark acknowledged retiring Boise State University (BSU) President, Dr. Bob Kustra. Dr. Kustra was appointed as President of BSU in 2003 and upon arrival was among the first and most vocal proponents for the creation of the College of Western Idaho (CWI). Dr. Kustra spent the next 15 years leading the campus to become what he

envisioned – a metropolitan research university. That goal was achieved in 2016 when BSU was classified as a Doctoral Research University by the Carnegie Classification of Institutions of Higher Ed. The transformation at Boise State University under Dr. Kustra's leadership crossed the entire campus and can be seen in the investment of over \$400 million in new high tech classrooms, state of the art labs and student and community centered facilities. Setting new records for graduation numbers doubling both baccalaureate and master's degree programs and more than tripling the number of doctoral students. Increasing research productivity by more than doubling the amount of grants and contracts to a record high \$50 million, increasing endowment assets by more than 50 percent and quadrupling the number of donors who contribute to Boise State University. Under Dr. Kustra's leadership, BSU has seen an increase in enrollment by more than 20 percent, the retention rate by 21 points and the graduation rate by 19 points. Dr. Kustra has revitalized Boise State University and the Board thanks you for your contributions and service.

There were no additional questions or comments from the Board.

At this time the Board moved to Item D. of the Work Session Planning, Policy, and Governmental Affairs (PPGA) Agenda Institution and Agency Strategic Plans.

## **WORKSESSION**

### **PLANNING, POLICY & GOVERNMENTAL AFFAIRS (PPGA)**

#### **D. Institution and Agency Strategic Plans**

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

Planning, Policy and Governmental Affairs (PPGA) Committee Chair, Ms. Debbie Critchfield, introduced the item, reminding Board members review of the strategic plans today will provide the Board with the opportunity to give the institutions and agencies direction on any final changes to their plans prior to consideration for approval at the June Board meeting. Board member Critchfield then invited the Board's Chief Planning and Policy Officer, Ms. Tracie Bent, to provide a brief overview of what Board members should look for and consider while reviewing the strategic plans.

Ms. Bent begins by reminding Board members that while the strategic plans serve as a road map for the vision of the institutions and planning they must also meet certain statutory requirements.

Representing the institutions were Dr. James Munger, Professor and Vice Provost for Academic Planning for Boise State University (BSU); Dr. Martin Schimpf, Provost of Academic Affairs for Boise State University (BSU); Dr. John Wiencek, Provost and Executive Vice President for University of Idaho (UI); Dr. Laura Woodworth-Ney, Executive Vice President and Provost for Idaho State University (ISU), Ms. Selena Grace, Associate Vice President for Institutional Effectiveness for Idaho State University (ISU), Mr. Mark Browning, Vice President of Communications and Government Relations for the

College of Western Idaho (CWI); and Dr. Grace Anderson, Director of Institutional Research for Lewis-Clark State College (LCSC).

Board member Critchfield then asked Dr. Woodworth-Nye how Idaho State Universities' Strategic Plan leads their institution to systemness. Dr. Woodworth-Nye responds ISU has an institutional effectiveness council that oversees integrated planning and one component has been to ensure partnerships across their system are solid and are growing, adding one main goal of this is to reestablish and re-strengthen relationships with ISU's community college partners. Dr. Woodworth-Nye continues these efforts align with systemness by creating strong pipelines for students through strong relationships with ISU's community college partners and a re-visioning of how these pathways are supported.

Board member Critchfield then asks Dr. Munger how Boise State Universities' Goals and Objectives move the needle on the Board's 60% Goal. Dr. Munger responds BSU has done well in the areas of retention and graduation rates, however, a gap remains especially with Pell Grant eligible students and this is the next area of focus for BSU. Dr. Schimpf adds while BSU has worked to improve graduation and retention rates they have found the institution provided scholarship provided for this particular student population to be effective in closing the gap. Dr. Munger then adds the number of degree completion programs offered online has also proven to be an effective tool in closing this gap.

Board member Critchfield then asks Dr. Wiencek how University of Idaho's Strategic Plan drives the decision making for their institution. Dr. Wiencek responds over the past two (2) years UI has developed processes to have broad campus input and the strategic plan was the genesis of the Institutional Planning and Effectiveness Committee. Dr. Wiencek continues decision making has been informed by the data that is driving the plan forward and seeks to use the strategic plan as the guiding framework to present committee recommendations to the President.

Finally, Board member Critchfield asks Mr. Browning how College of Western Idaho's Goals and Objectives help the Board to meet their 60% Goal. Mr. Browning responds CWI's physical location has a prominent role to play in moving the needle on the Board's 60% Goal and that CWI has seen tremendous success in their English remediation programs and increased support services for students.

Board member Hill asks how the institutions have increased cyber security on their campuses to which Dr. Wiencek responds UI is ever vigilant on this issue and has implemented a dual sign on requirement for online access as well as increased awareness of events occurring on campus. Dr. Schimpf adds BSU has required mandatory training for faculty and staff on cyber security as well as implemented a dual sign on requirement. Chris Martin, Vice President for Finance and Business Affairs for North Idaho College (NIC) adds NIC now offers a Cyber Security program.

Board member Scoggin comments development of the strategic plans is a huge undertaking for the institutions and the work keeps the system organized and aligned and is appreciated.

Board member Atchley asks since the Board now has significant information from 2017 if the institutions intend to review and update their benchmarks. Dr. Wiencek responds he would find it helpful to receive additional direction from the Board on how the benchmarks should be updated. Dr. Munger comments BSU works to develop benchmarks that are achievable but a stretch. Ms. Grace shares ISU's Institutional Effectiveness Council reviews the benchmarks on an annual basis to ensure they push the boundaries of what is achievable.

There were no additional questions or comments from the Board.

## **CONSENT AGENDA**

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

### **Audit**

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

## **BOARD ACTION**

**M/S (Critchfield/Soltman): To approve the Operating Agreement between Idaho State University and the Idaho State University Intellectual Property Foundation, Incorporated, as presented.** The motion carried 8-0.

### **Business Affairs & Human Resources – Section I Human Resources**

2. Retirement Plan Updates

## **BOARD ACTION**

**M/S (Critchfield/Soltman): To approve the modifications to the Board's 401(a), 403(b) and 457(b) Retirement Plans as presented in the attached documents.** The motion carried 8-0.

### **Business Affairs & Human Resources – Section II Finances**

3. Boise State University – Property Transfer from Board of Regents to the Idaho State Board of Education.



**BOARD ACTION**

**M/S (Critchfield/Soltman): To approve the execution of the quitclaim deed as presented in Attachment 2. The motion carried 8-0.**

**Institution, Research and Student Affairs**

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

**Planning, Policy and Governmental Affairs**

5. Institution President Approved Alcohol Permits  
This item was provided in the agenda materials as an information item.
6. Idaho Division of Vocational Rehabilitation – Idaho State Rehabilitation Council Appointment

**BOARD ACTION**

**M/S (Critchfield/Soltman): 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. The motion carried 8-0.**

**AND**

**M/S (Critchfield/Soltman): 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. The motion carried 8-0.**

**AND**

**M/S (Critchfield/Soltman): 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. The motion carried 8-0.**

7. Idaho Indian Education Committee Appointments

**BOARD ACTION**

**M/S (Critchfield/Soltman): 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. The motion carried 8-0.**

**AND**

**M/S (Critchfield/Soltman): To appoint Mr. Hank McArthur to serve as the Bureau of Indian Education School representative, effective July 1, 2018 and expiring June 30, 2023. The motion carried 8-0.**

**AND**

**M/S (Critchfield/Soltman): 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. The motion carried 8-0.**

**AND**

**M/S (Critchfield/Soltman): 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. The motion carried 8-0.**

**AND**

**M/S (Critchfield/Soltman): 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. The motion carried 8-0.**

**State Department of Education**

8. Professional Standards Commission – Boise State University – Proposed Blended Early Childhood Education/Early Childhood Special Education Birth through Grade Three (3) Endorsement Program

**BOARD ACTION**

**M/S (Critchfield/Soltman): 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. The motion carried 8-0.**

9. Professional Standards Commission – Emergency Provisional Certificates

**BOARD ACTION**

**M/S (Critchfield/Soltman): To approve a one-year emergency provisional certificate for Lorinda Sowell to teach All Subjects grades kindergarten through eight (8) in Chief Tahgee Elementary Academy #483 for the 2017-18 school year. The motion carried 8-0.**

**AND**

**M/S (Critchfield/Soltman): 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. The motion carried 8-0.**

**AND**

**M/S (Critchfield/Soltman): 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. The motion carried 8-0.**

10. Professional Standards Commission Appointments

**BOARD ACTION**

**M/S (Critchfield/Soltman): To appoint 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. The motion carried 8-0.**

**AND**

**M/S (Critchfield/Soltman): 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. The motion carried 8-0.**

**AND**

**M/S (Critchfield/Soltman): 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. The motion carried 8-0.**

**AND**

**M/S (Critchfield/Soltman): 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. The motion carried 8-0.**

**AND**

**M/S (Critchfield/Soltman): 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. The motion carried 8-0.**

**AND**

**M/S (Critchfield/Soltman): To reappoint Topher Wallaert as a member of the Professional Standards Commission for a three-year term beginning July 1, 2018 and ending June 30, 2021, representing Public School Classroom Teachers. The motion carried 8-0.**

**AND**

**M/S (Critchfield/Soltman): To appoint Iris Chimburas as a member of the Professional Standards Commission for a three-year term beginning July 1, 2018 and ending June 30, 2021, representing Public School Classroom Teachers. The motion carried 8-0.**

## **BUSINESS AFFAIRS & HUMAN RESOURCES (BAHR)**

1. Business Affairs and Human Resources (BAHR) Committee Chairman's Overview  
This item was provided in the agenda materials as an information item.

Business Affairs and Human Resources (BAHR) Committee Chair, Mr. Richard Westerberg, introduced the item sharing with Board members today's overview includes an update on the efforts underway on projects within the BAHR Committee's area of responsibility, beginning with the development of a multi-year Outcomes-Based Funding (OBF) model. Mr. Westerberg shares a technical committee for development of an OBF model has been formed and will hold their first meeting in April. Additional updates include the review and revision of several Board policies covering financial and human resource operations; review of the Dual Credit program costs; and the establishment of the Systems Integration Consulting Project.

There were no questions or comments from the Board.

## **Section II – Finance**

1. Intercollegiate Athletics Report of Revenues and Expenditures  
This item was provided in the agenda materials as an information item.

Business Affairs & Human Resources (BAHR) Committee Chair, Mr. Westerberg, introduced the item reminding Board members of the requirement for the state's college and universities to submit regular financial reports as specified by the Board office. Mr. Westerberg then invited the Board's Chief Financial Officer, Mr. Chet Herbst, to present the Revenues and Expenses reports to the Board.

Mr. Herbst begins by sharing with Board members the purpose of the reports is to better organize and make athletic operations more transparent and that the sources of funds for athletic operations come from the state's general fund, student athletic activity fees, institutional funds, and program fees and not student tuition dollars. Mr. Herbst then shares that while some institutions show a slightly negative balance on overall revenues and expenses these balances are within Board policy and that all four reporting institutions have positive fund balances.

There were no questions or comments from the Board.

2. Intercollegiate Athletics Department Employee Compensation Report  
This item was provided in the agenda materials as an information item.

Business Affairs & Human Resources (BAHR) Committee Chair, Mr. Westerberg, introduced the item reminding Board members of the requirement for the state's college and universities to report the contracted salary received by athletics administrators and coaches, including bonuses, supplemental compensation and perquisites.

Board member Soltman than asks to what extent head coaches subsidize assistant coaches to which the Board's Chief Financial Officer, Mr. Chet Herbst, responded the amount varies among institutions, however, salaries for the most highly paid coaches are paid through program funds and not institutional funds and it is the success of a program that generates the revenue to be paid to assistant coaches. Finally, Mr. Herbst shares that none of the institutions could support their programs entirely on program funds.

There were no additional questions or comments from the Board.

3. Athletics Gender Equity Reports  
This item was provided in the agenda materials as an information item.

Business Affairs & Human Resources (BAHR) Committee Chair, Mr. Richard Westerberg, introduced the item and then requested the Board's Chief Financial Officer, Mr. Chet Herbst, to provide Board members with a summary of the reports.

Mr. Herbst begins by sharing with Board members the purpose of the report is to provide the Board with the same information the institutions are required to report at the federal level under the requirements of Title IX. Mr. Herbst continues that overall Idaho's 4-year institutions are in compliance with the exception of some of the institutions reporting a large gap between the makeup of their student population and the makeup of their athletic

teams. Finally, Mr. Herbst shares that efforts are underway at the institutions to bring their programs into compliance.

There were no questions or comments from the Board.

4. FY 2019 Appropriation Information – Institutions and Agencies of the State Board of Education

**BOARD ACTION**

**M/S (Westerberg/Atchley): To approve the allocation of the FY 2019 appropriation for Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and system-wide needs, as presented in Tab 4a , Page 3. The motion carried 8-0.**

**AND**

**M/S (Westerberg/Atchley): To approve the allocation of the FY 2019 appropriation for the College of Southern Idaho, College of Eastern Idaho, College of Western Idaho and North Idaho College, as presented on Tab 4b, Page 3. The motion carried 8-0.**

**AND**

**M/S (Westerberg/Atchley): To approve the request from the Division of Career Technical Education for the allocation of the FY 2019 appropriation as detailed in Attachment 1. The motion carried 8-0.**

Business Affairs & Human Resources (BAHR) Committee Chair, Mr. Richard Westerberg, introduced the item and then shared with Board members the action before the Board today allocates the FY2019 College and Universities appropriation to the institutions for general education programs and system-wide needs.

There were no questions or comments from the Board.

5. FY 2020 Budget Development Process (Line Items)

**BOARD ACTION**

**M/S (Westerberg/Hill):To direct the college and universities to limit Fiscal Year 2020 budget line items requests to those that will measurably support implementation of the Board's strategic plan. Institutions may request up to two (2) line items in priority order, the total value of which shall not exceed five percent (5%) of an institution's FY2019 total General Fund appropriation. Requests for occupancy costs for eligible space will not count towards the two line item limit or the 5% cap. The motion carried 8-0.**

Business Affairs & Human Resources (BAHR) Committee Chair, Mr. Richard Westerberg, introduced the item by sharing with Board members the proposed guidelines for FY2020 line item requests are based on the template used for the past several years and that the line item request process will complement the parallel budget planning activities related to facilities/infrastructure, endowment funds, student tuition/fees, and the Maintenance of Concurrent Operations (MCO) process.

Finally, Mr. Westerberg states that if the Board's Outcomes-Based Funding (OBF) model is supported by the state policy makers and receives funding in FY2020, it is possible OBF funding could be appropriated in lieu of some or all college and university line item requests and Enrollment Workload Adjustment (EWA) funding.

Board member Clark then asked if the OBF model were to be fully funded would there be no line items to which Mr. Westerberg responded implementation of OBF would supplant the line item requests.

There were no additional questions or comments from the Board.

**6. FY 2019 Idaho Opportunity Scholarship Educational Costs**

**BOARD ACTION**

**M/S (Westerberg/Soltman): To approve the FY2019 educational cost for the Opportunity scholarship award be set not to exceed the following amounts:**

- 1. \$21,300 for students attending the University of Idaho**
- 2. \$22,182 for students attending Boise State University**
- 3. \$21,031 for students attending Idaho State University**
- 4. \$17,896 for students attending Lewis-Clark State College**
- 5. \$15,322 for students attending the College of Eastern Idaho**
- 6. \$13,458 for students attending the College of Southern Idaho**
- 7. \$13,152 for students attending the College of Western Idaho**
- 8. \$14,886 for students attending North Idaho College**

The motion carried 8-0.

**AND**

**M/S (Westerberg/Hill): To approve the Opportunity Scholarship maximum award amount for FY2019 to be set at \$3,500. The motion carried 8-0.**

**AND**

**M/S (Westerberg/Hill): To approve the FY2019 student contribution be set at \$3,000 and to accept student-initiated scholarships and non-institutional and non-federal aid as part of the student contribution. The motion carried 8-0.**

Business Affairs & Human Resources (BAHR) Committee Chair, Mr. Richard Westerberg, introduced the item by sharing with Board members the item before the Board today sets the educational cost and student contribution amounts for the Idaho Opportunity Scholarship.

There were no questions or comments from the Board.

7. Graduate Medical Education (GME) 10-Year Plan Revision

**BOARD ACTION**

**M/S (Westerberg/Soltman): To direct Board staff to revise the Graduate Medical Education Ten-Year Strategic Plan, in close coordination with the applicable stakeholders in the medical community, to reflect the appropriation for the first year of the plan, and to return to the Board not later than October 2018 for approval of an updated plan.** The motion carried 8-0.

Business Affairs & Human Resources (BAHR) Committee Chair, Mr. Westerberg, introduced the item and then invited the Board's Chief Financial Officer, Mr. Chet Herbst, to share with Board members the revisions to the Graduate Medical Education (GME) 10-Year Plan.

Mr. Herbst begins by stating revision of the 10-Year Plan is needed not only to adjust the plan to reflect the FY2019 appropriation, but also to sustain the outstanding cooperation and support of residency program directors and medical facilities that have been established throughout the state during the past two years of the planning effort.

There were not questions or comments from the Board.

At this time the Board took a 20 minute break, returning a 10:40 am PST.

8. Boise State University – Campus Master Plan Update

**BOARD ACTION**

**M/S (Westerberg/Atchley): To approve Boise State University's Campus Master Plan update as presented in Attachment 2.** The motion carried 8-0.

Business Affairs & Human Resources (BAHR) Committee Chair, Mr. Richard Westerberg, introduced the item by sharing with Board members the item before the Board today is to approve changes to Boise State Universities Master Plan that have developed since the Board's last approval of the Master Plan in 2015.

There were no questions or comments from the Board.



9. Boise State University – Acquisition of Real Property  
This item was removed from the agenda.
10. Idaho State University – Alumni and Visitor's Center Fundraising, Planning and Design Request

**BOARD ACTION**

**M/S (Westerberg/Hill): To approve the amended six-year capital projects plan for Idaho State University, adding the "ISU Alumni Center" project in FY2021, as presented in Attachment 1. The motion carried 8-0.**

**AND**

**M/S (Westerberg/Hill): To approve the request by Idaho State University to begin a fundraising campaign and to initiate planning and design for an Alumni and Visitor's Center on the Idaho State University campus in Pocatello. The motion carried 8-0.**

Business Affairs & Human Resources (BAHR) Committee Chair, Mr. Richard Westerberg, introduced the item by sharing with Board members the item before the Board today is to approve changes to Idaho State Universities Six-Year Capital Projects Plan to include a new Alumni Center.

There were no questions or comments from the Board.

11. University of Idaho – Request for Authorization to Enter Bidding and Construction Phases for the Nancy M. Cummings Research and Education and Extension Center Classroom and Office Facility

**BOARD ACTION**

**M/S (Westerberg/Soltman): To approve the request by the University of Idaho to implement the bidding and construction phases of the capital project to design and construct a proposed Classroom and Office Facility at the Nancy M. Cummings Research, Extension, and Education Center, for a total cost of \$2,500,000 as described in the materials presented. Authorization includes the authority for the Vice President for Finance and Administration to execute all necessary and requisite consulting and vendor contracts to implement the project. The motion carried 8-0.**

Business Affairs & Human Resources (BAHR) Committee Chair, Mr. Richard Westerberg, introduced the item by sharing with Board members the item before the Board today is to authorize the University of Idaho to proceed with the bidding and construction phases of a capital project to design and construct a proposed Classroom and Office Facility at the Nancy M. Cummings Research Extension and Education Center.

There were no questions or comments from the Board.

12. University of Idaho – Disposal of Regents Real Property at University of Idaho Caine Center, Caldwell, Idaho

### **BOARD ACTION**

**M/S (Westerberg/Soltman): To approve the request by the University of Idaho to sell the Caine Center property under the terms provided in Attachment 1, and to authorize the University's Vice President for Finance and Administration to execute all necessary transaction documents for conveying the subject property as set forth in Attachment 1. The motion carried 8-0.**

Business Affairs & Human Resources (BAHR) Committee Chair, Mr. Richard Westerberg, introduced the item by sharing with Board members the item before the Board today is to authorize the University of Idaho (UI) to dispose of real property at the UI Caine Center in Caldwell, Idaho.

There were no questions or comments from the Board.

13. University of Idaho – Athletics Plan to Address Football Subdivision Transition and Athletic Budget Deficits

### **BOARD ACTION**

**M/S (Westerberg/Hill): To waive the requirement in Board Policy V.X.3.d that a plan for balancing an athletic budget deficit be completed within two fiscal years for the University of Idaho as it realigns its athletic programs and associated budgets. The University is directed to implement a plan which will eliminate its athletic deficit within four years, by the end of FY2022, and to provide annual progress reports on implementation of the budget plan to the Board each April, or as otherwise stipulated by the Executive Director. The motion carried 8-0.**

Business Affairs & Human Resources (BAHR) Committee Chair, Mr. Richard Westerberg, introduced the item by sharing with Board members the University of Idaho (UI) anticipates a negative fund balance sometime this year which would trigger the Board's 2-Year Plan requirement for forming a plan to balance an athletic budget deficit. Mr. Westerberg then states the request before the Board today is for additional time for the University of Idaho to arrive at a plan for balancing the athletic budget. Mr. Westerberg also notes that UI has submitted a plan as part of the agenda material that speaks to a different way of looking at Athletic limits.

Finally, Mr. Westerberg states it is anticipated today the Board will grant a waiver of Board policy and provide an additional year where UI will not be required to take any action to drop any sports programs while developing a plan to balance the athletic budget.

Board member Andrew Scoggin then asked for clarification as to why the motion allowed for four years, when the waiver provided for only one additional year. To this, Board member Westerberg responded the intent is to provide the institution with an opportunity to refine their plan and return to the Board for approval at a later date, if needed.

Mr. Scoggin then comments this is not the first year a waiver has been requested by UI and granted by the Board, noting the request by UI at the April Board meeting during the previous year for a waiver that included a commitment by the institution to the Board to come back in one year with a comprehensive plan that would allow the Board to no longer have to grant additional waivers. Mr. Scoggin continues by expressing his concern with the position the Board is in today, noting the Board had not anticipated being in this same situation when they granted the previous year's waiver. Mr. Westerberg responded with his agreement, however, he feels this action is prudent to allow enough time for the institution to form a reasonable plan.

Dr. Hill then stated his agreement with Board member Scoggin.

Board member Critchfield then asks if the requirement for annual reporting by the institution to the Board could allow for submission prior to the day of deliberation to which Dr. Clark commented her belief there is general discomfort and concern with the timing on this particular issue and likes the idea of periodic submissions to the Board for review and consideration. Mr. Westerberg suggests a mid-year report to the Business Affairs and Human Resources (BAHR) Committee.

There were no additional questions or comments from the Board.

## **INSTRUCTION, RESEARCH & STUDENT AFFAIRS (IRSA)**

1. Instruction, Research, and Student Affairs Committee Chairman's Overview  
This item was provided in the agenda materials as an information item.

Instruction, Research and Student Affairs (IRSA) Committee Chair, Dr. David Hill, introduced the item and then invited the Board's Chief Academic Officer, Dr. Randall Brumfield, to continue with an update on the efforts underway on projects within the IRSA Committee's area of responsibility, beginning with the development of common course indexing system within the General Education Matriculation (GEM) framework. Dr. Brumfield reports feedback from the institutions on the courses proposed for common course indexing is due May 1, 2018.

Dr. Brumfield continues by sharing with Board members an update on the expansion and alignment of Prior Learning Assessment (PLA) opportunities, development of system-wide meta major fields, development of system-wide student intervention strategies and metrics to assess effectiveness towards promoting positive student decision-making and performance, development of a marketing strategy to ensure first-time, full-time students complete 30 hours each academic year, and finally, development of strategies to provide

students with the opportunity to earn a degree through a combination of means. Dr. Brumfield then shares with Board members this is a new Complete College America (CCA) Game Changer and one that has been endorsed by both the Board and the Governor's Higher Education Task Force and one the institutions will take up as part of their implementation strategy for the pathways plan developed in January of 2018.

Dr. Hill then reminds Board members the list of activities are forward looking, however, risk stressing the system heavily. The Board's Executive Director, Mr. Matt Freeman, then stated the report from IRSA today is demonstrable of the amount of work being done by the Board and institutions in response to the recommendations of the Governor's Higher Education Task Force. Dr. Clark then added the Board must go to the Legislature to request additional full time employee (FTE) positions for the Board office if the Board is to successfully carry out the recommendations of the HETF, stressing the importance for policy makers to understand the need for additional staff to perform this work.

There were no additional questions or comments from the Board.

2. Governor's Higher Education Task Force Recommendations – Competency Based System – Prior Learning Assessment  
This item was provided in the agenda materials as an information item.

Instruction, Research and Student Affairs (IRSA) Committee Chair, Dr. David Hill, introduced the item and then invited the Board's Chief Academic Officer, Dr. Randall Brumfield, to provide an update to the Board.

Dr. Brumfield shared with Board members that Board staff is currently working with the Council for Adult Experiential Learning (CALE) to develop a plan that will involve all institutions in developing a suite of courses that can be articulated across the state for which there is credited awarded for Prior Learning Assessment (PLA). Dr. Brumfield then states the initial phase will take six to eight months to develop and that this work is in response to a recommendation of the Governor's Higher Education Task Force to improve access and affordability to students.

There were no questions or comments from the Board.

3. Governor's Higher Education Task Force Recommendations – Degree Audit and Student Analytics System  
This item was provided in the agenda materials as an information item.

Instruction, Research and Student Affairs (IRSA) Committee Chair, Dr. David Hill, introduced the item, reminding Board members the Legislature approved \$350,000 in ongoing funding to support this system. Dr. Hill then invited the Board's Chief Academic Officer, Dr. Randall Brumfield, to provide an update to the Board.

Dr. Brumfield begins by sharing with Board members implementation of a statewide Degree Audit and Student Analytics System is a recommendation from the Governor's

Higher Education Task Force (HETF) and was specifically identified by the K-20 Pipeline workgroup in its recommendation for the development of an electronic platform providing support and guidance for students throughout the education pipeline. Dr. Brumfield continues the degree audit and analytics system is envisioned to strengthen college and career advising and mentoring services provided to educators and students and, in addition to other functionality, will provide students, parents, college and career counselors, and academic advisors with information as to which postsecondary courses count towards specific degree and technical program requirements at institutions across the state.

Dr. Hill then asked when the Board office expects to be under contract for the new degree audit and student analytics system, to which Dr. Brumfield responded Board staff is currently working with the State Division of Purchasing and institutions to ensure a formal request is developed seeking proposals from potential service providers prior to July 1, 2018, when funding becomes available. The Board's Executive Director, Matt Freeman, adds the Board office will be contracting with an individual or firm outside of the Board office to develop the scope of work for the RFP.

Board member Atchley then commented one of the items identified by the HETF was for a statewide general look at all education in Idaho. Ms. Atchley then asks if, as we move toward that goal, the intermittent developments keeping in mind the fact that at some point they will all eventually be available in one place and, if so, are we making the technology adaptable to a larger system.

Dr. Brumfield responds that when talking about visibility and transparency the Board must not only consider how to insure access to the information but also where and how to find the information. Dr. Brumfield then states this item is not intended to replace what institutions have on their campus but could be more robust than what institutions are currently using on their campus and that in order to make this program a viable resource people must know how to get there.

There were no additional questions or comments from the Board.

#### 4. Complete College Idaho Legislative Report

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

Instruction, Research and Student Affairs (IRSA) Committee Chair, Dr. David Hill, introduced the item. Dr. Hill then invited the Board's Chief Academic Officer, Dr. Randall Brumfield, to provide an update to the Board.

Dr. Brumfield begins by sharing with the Board that since implementation of Complete College Idaho (CCI) funding, improvement has been made in the areas of degree completion, Career Technical Education (CTE) job placement, student credit hour production, academic performance, and completion of English and Mathematics gateway courses.

Board member Clark then asked in regards to English if the Board has now fully integrated the new co-remediation model across all institutions, to which Dr. Brumfield responded in the affirmative for the vast majority of students. Dr. Clark then asked in regards to Mathematics if the Board has now fully integrated the new co-remediation model across all institutions, to which Dr. Brumfield responded all institutions are making progress, however, not at the same rate as English.

Dr. Brumfield continues his update by sharing with Board members since implementation of CCI funding a 3% increase has been achieved for two-year graduation rates and 4% increase in three-year graduation rates (since implementation at community colleges). Additionally, retention rates at four-year institutions have increased by 8%, freshman year grade point average has improved from 2.74 to 2.87, average credit hours earned has increased, and overall performance in English and gateway Math courses has improved.

Board member Hill then asked if this is what should be expected, or better, or worse to which Dr. Brumfield responded prior to implementation of CCI, these are gains and something to be said for that. Not to say there is not room for improvement or where we need to be to get to 60%, but progress none the less.

There were no additional questions or comments from the Board.

5. Idaho State University – ICOM Guaranteed Interview Program

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

Instruction, Research and Student Affairs (IRSA) Committee Chair, Dr. David Hill, introduced the item and then invited the Vice President of Health Sciences for Idaho State University, Dr. Rex Force, to provide the Board with an overview of the agreement between Idaho State University (ISU) and the Idaho College of Osteopathic Medicine (ICOM).

Dr. Force begins by sharing with Board members the agreement between ISU and ICOM is designed to provide guaranteed interviews for up to (20) Idaho State University students who meet ICOM's minimum Grade Point Average (GPA) and Medical College Admission Test (MCAT) score requirements. Dr. Force continues that for the incoming class, ICOM conducted 406 interviews and has admitted 155 out of 162 students, 20% of whom are from Idaho. Dr. Force then adds that according to data provided by ICOM, MCAT scores of the incoming class are above the national average for Colleges of Osteopathic Medicine and average GPA is 3.45.

Dr. Force continues his update by sharing building construction is ahead of schedule with issuance of a certificate of occupancy anticipated in June of 2018 for the class beginning in August of 2018 and that upon completion 200 parking spaces will be returned for use. Additionally, through negotiations with the West Ada School District, ISU has successfully secured another 215 parking spaces on the west side of the Health Science Center and continues to work with the school district to identify long term parking solutions. Finally, Dr. Force shares that ISU continues to work with ICOM on the development of inter-

professional educational opportunities as well as ICOM's use of the ISU Anatomy and Physiology Labs which are scheduled for completion in Fall of 2019.

Board member Scoggin then asks of the possibility to expand the interview program to other institutions to which Dr. Force responded he is not aware of negotiations with other institutions, adding, guaranteed interviews and not admission.

Board member Hill then asks if ISU is pleased with the projects progress to which Dr. Force responds in the affirmative, especially in the areas of inter-professional education, which he believes will enhance the educational experience for both ISU and ICOM students as well as the possibilities for research opportunities yet to be seen.

There were no additional questions or comments from the Board.

### **PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**

3. Idaho Indian Education Program Updates – University of Idaho, Lewis-Clark State College, and North Idaho College  
This item was provided in the agenda materials as an information item.

Board President, Dr. Linda Clark, introduced the item, sharing with Board members the Board's strategic plan for Idaho Indian Education emphasizes access, integration of students into the university and academic success. Dr. Clark continues by stating these goals are very compatible with the recommendations that came out of the Access and Affordability subcommittee of the Governor's Higher Education Task Force (HETF) and its recommendation to give more emphasis to Idaho's Indian students. Dr. Clark then states the University of Idaho (UI), Lewis-Clark State College (LCSC) and North Idaho College (NIC) are leading the way in our state and have developed outstanding programs that are attempting to reach those goals. Dr. Clark then invited Dr. Yolanda Bisbee, Executive Director of Tribal Relations for the University of Idaho, to begin the presentation to the Board.

Dr. Bisbee expressed her appreciation to the Board and then invited Dr. Vanessa Anthony-Stevens, Assistant Professor of Social and Cultural Studies at the University of Idaho, to provide an update on the University of Idaho Indigenous Knowledge for Effective Education Program (IKEEP). Dr. Anthony-Stevens begins by sharing with Board members IKEEP is an Indian Education Professional Development Grant funded by the U.S. Department of Education Offices of Indian Education that seeks to prepare indigenous teacher education students to become highly qualified indigenous teachers who support and promote Indigenous education through culturally sustaining and revitalizing teaching practices. Dr. Anthony-Stevens then invited two students participating in the IKEEP program to share their experience with the Board.

Evanlene Melting Tallow, American Indian Support Advisor for North Idaho College (NIC) and Idaho Indian Education Summit Planning Committee member continued the presentation by sharing with Board members the dates and locations of the upcoming

Idaho Indian Education Summit. Ms. Melting Tallow then invited Dr. Victor Begay, Director of American Indian Studies for North Idaho College, to update the Board on NIC's efforts to increase access for American Indian students.

Finally, Robert Sobotta, Jr., Director of Native American and Minority Student Services for Lewis-Clark State College (LCSC) updated the Board on LCSC's efforts to increase access for American Indian students including retention and recruitment support activities at the Pi'amkinwaas American Indian center, the Nez Perce technical waiver for Nez Perce tribal students entering technical fields and the Nez Perce Language Minor program in collaboration with the University of Idaho and Nez Perce Tribe.

There were no questions or comments from the Board.

### **INSTRUCTION, RESEARCH & STUDENT AFFAIRS (IRSA)**

#### **6. Community College Baccalaureate Degree Programs**

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

Instruction, Research and Student Affairs (IRSA) Committee Chair, Dr. David Hill, introduced the item, sharing with Board members during the last IRSA Committee meeting committee members learned there would be a proposal coming forward from one of Idaho's 2-year schools to offer a baccalaureate degree with additional 2-year schools expressing an interest as well. Dr. Hill continues the item before the Board today is not to pass judgement on any one proposal, but rather an opportunity for the Board to discuss the idea of 2-year schools offering baccalaureate degrees. Dr. Hill then invited the Board's Chief Academic Officer, Dr. Randall Brumfield, to present the item to the Board. Accompanying Dr. Brumfield was Ms. Patty Sanchez, Academic Affairs Program Manager for the State Board of Education.

Dr. Brumfield begins by sharing with the Board Idaho Code authorizes community colleges to grant baccalaureate degrees in liberal arts and sciences, business, and education if they meet the population and market value requirements established in Idaho Code Section 33-2107A and that pursuant to Idaho code, the Board is responsible for approving all academic courses and programs of study offered at community colleges when such courses or programs of study are academic in nature. Dr. Brumfield continues that by stating all academic program proposals, including proposals for program changes, modifications, or discontinuation approved by institutions are submitted to the Board office for review and action and that currently, all proposals for graduate programs are required to be reviewed and acted on by the Board. Additionally, any action requested for a graduate or undergraduate program with a financial impact exceeding \$250,000 is required to be reviewed by the Board. Dr. Brumfield then states the purpose of the item before the Board today is for members of the Board to direction to Board staff on how to treat these proposals as they are submitted to the Board office. Ms. Sanchez adds it comes down to policy, noting the statute is clear about the authority for the states community colleges, but Board Policy III.Z. is not entirely clear. Dr. Brumfield then adds it is important to note that within Policy III.Z. the language referencing service region



delivery is referring to the 4-year institutions and does not entail 2-year community colleges and, depending on how the Board envisions delivery for these types of programs, would necessitate policy changes.

Dr. Hill then states current Board policy does not anticipate delivery of baccalaureate degrees by 2-year institutions, although, legislatively this is allowed. Dr. Hill continues by sharing his belief that the Board should not update policy in response to a specific purpose, and then asks, from a policy point of view, what is the Board's wish in terms of the structure of education in Idaho.

Board member Critchfield then shared with the Board her concerns with allowing the 2-year institutions to offer baccalaureate degrees and that she would not support 2-years schools offering a baccalaureate degree, however, would consider allowing 2-year institutions to offer 4-year degrees on a case by case basis. Board member Scoggin then comments on the importance for the Board to establish a consistent application process for programs and program review. Dr. Hill then comments it is his understanding from conversations with the 2-year institutions that one of the driving factors for the 2-year institutions to offer baccalaureate degrees is the possibility of the system moving to an Outcomes Based Funding (OBF) model.

Board member Atchley then comments she has been under the impression that most, if not all, of the 4-year institutions offer programs at the 2-year institutions for baccalaureate degrees to which Ms. Sanchez responded in the affirmative, confirming the 4-year institutions do have sites in various parts of the state that expand their existing offerings in their areas some of which are baccalaureate programs.

The Board's Executive Director, Mr. Matt Freeman, then comments it is important to remember the community colleges ability to offer baccalaureate programs is statutorily authorized and it is not a question of if it can be done, but how Board policy will accommodate it. Dr. Clark then states the need for the Board to have a conversation as to whether or not to expand the role of the community colleges and how that expansion would look system-wide.

Board member Westerberg adds it is important for the Board not to lose site of the purpose of Board Policy III.Z., which was written in recognition of the fact that resources in Idaho are short and the Board should not try to be redundant where not needed. Mr. Westerberg continues the disciplines and service regions were assigned in response to this and the Board should not loose site of this fact. Finally, Mr. Westerberg shares he would not support allowing the 2-year institutions to offer baccalaureate degrees, adding it would distract the 2-year institutions from their base mission, is redundant in terms of providing services and lessens the responsibilities assigned to the 4-year institutions. However, the Board is obligated to consider programs as they come forward and it could be possible for the Board to allow a 2-year institution to offer a baccalaureate degree on a case by case basis.

Board member Atchley then comments the state has 4-year institutions that award baccalaureate degrees and she agrees with Board member Westerberg that allowing the 2-year institutions to offer baccalaureate degrees would be redundant. However, Ms. Atchley states the Board should make every effort for the 4-year institutions to help the 2-year institutions to deliver the kind of programs they want to at the baccalaureate level while keeping redundancy to a minimum.

Board member Soltman then states his agreement with Board member Atchley and adds if a community college sees a need to offer a course then they should try to partner with a 4-year institution.

Board member Critchfield adds her appreciation of the conversation focusing on collaboration and partnership to fill a critical need.

Board member Scoggin then comments the focus of the conversation should be proactive and it is his belief the Board should ask staff members to work with the IRSA Committee to develop a framework of what to do should the Board need to take action in the future.

Finally, Dr. Hill summarizes the conversation that moving forward partnering between the 2-year and 4-year institutions should always be the first step, however, statutory and Board structure allow for the consideration of specific proposals that should be considered by the Board on their merits. Board member Scoggin states his agreement with this while stressing the importance for this Board to develop the framework for such proposals to eliminate overlap if and when the time comes for this or a future Board to consider a proposal from a 2-year institution to offer a baccalaureate degree.

Board member Westerberg then comments the statutory authority is currently given to the community colleges to offer baccalaureate degrees and the Board's authority is limited to approval of specific programs to which Dr. Hill states his agreement, however, the Board can still create policy to guide the process and that is the point of today's discussion.

Board member Atchley then comments it is imperative for the Board to understand it is a "two way street" between the community colleges and universities, adding not only do the community colleges have that opportunity but that the four year colleges have the obligation and if they are reluctant to work with the 2-year institutions or the 2-year institutions feel they are not being heard then then current baccalaureate conferring institutions should be prodded and emphatically encouraged by the Board to meet their obligation to provide the help the community colleges need.

At this time, Dr. Jeff Fox, President of the College of Southern Idaho (CSI) was invited to share his perspective with the Board. Joining President Fox was Dr. Todd Schwarz, Executive Vice President and Chief Academic Officer for the College of Southern Idaho.

President Fox begins by sharing with Board members over 23 states currently offer community college baccalaureate degrees, nationwide 80 community colleges offer more

than 700 baccalaureate degrees and in Washington state every community college is authorized to offer a baccalaureate degree. Dr. Fox then comments the discussion today is not a new process and the hurdles discussed today have been overcome by other states. Dr. Fox then cites the 2018 report "*Community College Baccalaureate Supporting Regional Economic Development*" highlighting the changing nature of education. President Fox comments this is something the Board has entertained rather clearly through the idea of Systemness and the recommendations of the Governor's Higher Education Task Force (HETF) and how we move forward in the future and remain relevant as an educational entity of higher education in Idaho and this is one of the ways across the nation this has been addressed. Dr. Fox continues many employers today are requiring more than an Associate's degree in certain areas that may or may not be appropriate for universities to address and community college baccalaureate degrees are one way to solve the issues of workforce shortages and needs which is a part of the community college mission.

At this time, Dr. Schwarz responded to the earlier statement that one of the driving factors for the 2-year institutions to offer baccalaureate degrees is the possibility of the system moving to an OBF model by sharing with Board members the statutory authority for community colleges address the funding mechanism for community colleges and strictly forbids the use of any state funding to support baccalaureate programs which would exempt them from any connection to Enrollment Workload Adjustment (EWA) of Outcomes Based Funding (OBF).

Dr. Brumfield then requested a point of clarification from the Board in regards to the review of proposals for community college baccalaureate degrees, asking if it is the intent of the Board for these proposals to be reviewed by the IRSA committee and not Board staff, adding this would be a change in practice. Dr. Hill responds it is the intent of the Board for these proposals to follow the existing process while at the same time assessing the policy implications as the proposals move through the process.

There were no additional questions or comments from the Board.

## **PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**

### **2. Planning, Policy and Governmental Affairs Standing Committee Report**

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

Planning, Policy and Governmental Affairs (PPGA) Committee Chair, Ms. Debbie Critchfield introduced the item sharing with Board members today's overview includes an update on the efforts underway on projects within the IRSA Committee's area of responsibility, beginning with the 60% Goal Restatement which required an amendment to the Strategic Plan and that this item is now complete. Board member Critchfield continues the PPGA Committee continues their work on the structural change and system improvements as well as Guided Pathways (P-20) adding the initial convening of the stakeholder work group is scheduled for May. Additional updates include the creation of

an Adult Learners Scholarship through an expansion of the Opportunity Scholarship and increased funding for state scholarships for FY19.

There were no questions or comments from the Board.

3. Idaho Indian Education Program Updates – University of Idaho, Lewis-Clark State College, and North Idaho College  
This item was provided in the agenda materials as an information item.

This item was moved to the end of the Instruction, Research & Student Affairs (IRSA) Agenda.

4. 2018 Legislative Update  
This item was provided in the agenda materials as an information item.

Planning, Policy and Governmental Affairs (PPGA) Committee Chair, Ms. Debbie Critchfield introduced the item sharing with Board members the item before the Board today is to provide a final update of the status of education related legislation that was introduced during the 2018 Legislative session. Board member Critchfield then invited the Board's Chief Planning and Policy Officer, Ms. Tracie Bent, to continue with the update.

Ms. Bent begins by sharing with Board members in total 86 different pieces of legislation were introduced during the 2018 Legislative session that impacted Idaho's education system and the institutions and agencies under the Board. Ms. Bent continues that of the 86 pieces of legislation introduced, 41 became law and two (2) were vetoed. Ms. Bent then shares of the legislation the Board was concerned with or opposed to, specifically House Bill 566 Charter School Administrator Certification (HB 566) and House Bill 693 Reading Intervention (HB 693), HB 566 passed but was vetoed by the Governor and HB 693 was not introduced.

Ms. Bent then states a number of pieces of legislation that passed will require the promulgation of rules during the 2018 interim and include Senate Bill 1279 Opportunity Scholarship, House Bill 648 Secondary Computer Science Course Availability, and House Bill 631 Higher Education Residence Requirements. Additionally, Ms. Bent shares after discussions with the sponsors of HB 566 the PPGA committee will bring forward a proposal for the Board's consideration that will address some of the concerns that were the impetus for the bill.

Finally, Ms. Bent shares with Board members passage of Senate Bill 1295 Career Technical Schools Funding allows Idaho Career Technical Education to bring forward a proposal for funding of career technical schools based upon enrollment and not Average Daily Attendance (ADA) and that additional rules the Board can expect to see based upon feedback from the Idaho State Department of Education include administrative changes to teacher certification requirements and also

language about the professional endorsement required for movement off of the residency rung of the Career Ladder.

At this time Board member Atchley suggested the Board develop legislation for the 2019 session that would reduce the number of publicly named applicants for Presidential searches from five (5) to three (3) to help compress the timeline of the search as well as maintain the availability of quality candidates during the search process. Board member Hill then stated his support for this legislative idea, adding a change in the Presidential search process is needed to enable Idaho to access broader and deeper candidate pools in a more timely fashion.

Board member Critchfield then expressed her appreciation, on behalf of the Board, to Board staff and Idaho State Department of Education staff for their hard work during the 2018 Legislative session.

The Board's Executive Director, Mr. Matt Freeman, then expressed his appreciation of the Board's Communications and Legislative Affairs Officer, Mr. Mike Keckler and Chief Planning and Policy Officer, Ms. Tracie Bent during the 2018 Legislative session.

There were no additional questions or comments from the Board.

5. Board Policy I.E. Executive Officers V.I. Real and Personal Property and Services, and V.U. Entertainment and Related Expenses – First Reading

## **BOARD ACTION**

**M/S (Critchfield/Soltman): To approve the first reading of proposed amendments to Board Policy section I.E. Executive Officers, as submitted in Attachment 1. The motion carried 8-0.**

**AND**

**M/S (Critchfield/Westerberg): To approve the first reading of proposed amendments to Board Policy section V.I. Real and Personal Property and Services, as submitted in Attachment 2. The motion carried 8-0.**

**AND**

**M/S (Critchfield/Hill): To approve the first reading of proposed amendments to Board Policy section V.U. Entertainment Related Expenses, as submitted in Attachment 3. The motion carried 8-0.**

Planning, Policy and Governmental Affairs (PPGA) Committee Chair, Ms. Debbie Critchfield introduced the item sharing with Board members the motions before the Board today would allow the Board greater flexibility in negotiating employment agreements with

perspective institution presidents, allowing the Board to be more competitive in recruiting and retaining individuals into these positions and that the proposed amendments would bring Board policies V.I. and V.U. into alignment with the amendments proposed in Board Policy I.E.

There were no questions or comments from the Board on the first two motions. Board member Scoggin requested clarification behind the intent of the third motion to which the Board's Chief Planning and Policy Officer, Ms. Tracie Bent, responded country club and dining club benefits have been provided for in the past and that the motion before the Board today would specify those types of memberships are only allowed if they have been provided for in the employment agreement approved by the Board.

Board member Scoggin then asked why the proposed motion would eliminate Section V.U.d. to which Ms. Bent responded the new language under Board policy V.U.c. makes the presence of V.U.d. unnecessary. Board member Scoggin then requested confirmation that Board Policy V.U.c. would apply to anyone who has an employment agreement approved by the Board to which Ms. Bent responded in the affirmative, for any employment agreement that includes a country club or dinner club membership. Board member Scoggin then asked to what level the Board applies employment agreements to which Ms. Bent responded all senior level staff at the 4-year institutions.

There were no additional questions or comments from the Board.

6. Temporary Rule – Docket No. 08-113-1801, Rules Governing the Opportunity Scholarship Program

## **BOARD ACTION**

**M/S (Critchfield/Soltman): To approve temporary rule – Docket No. 08-0113-1801, as submitted in Attachment 1.** The motion carried 8-0.

Planning, Policy and Governmental Affairs (PPGA) Committee Chair, Ms. Debbie Critchfield introduced the item sharing with Board members approval of the temporary rule before the Board today would amend the student eligibility and application requirements to allow for a portion of the Opportunity Scholarship awards to be used in FY19 for individuals who have earned 24 or more postsecondary credits. Board member Critchfield continues the proposed amendments include lowering the minimum grade point average (GPA) to 2.7; allowing students who have earned 24 or more credits to apply for the scholarship up to three-weeks prior to the start of the term; require eligible students to have “stopped out” for 24 or more months; allow students to attend part-time; pro-rate the amount of the award based on the number of credits attempted; and require students to show progress on their educational plan to maintain scholarship eligibility.

Board member Atchley asked if the amendment allowing students to apply up to three-weeks prior to the start of the term was specific to FY19 only to which the Board's Chief Planning and Policy Officer, Ms. Tracie Bent, responded a single, early deadline has been

identified as a barrier to this specific population and that a rolling application process would increase this population's access throughout the year. Board member Atchley then asked how easily this could be administered by Board staff, to which Ms. Bent responded it does increase the workload, however, Board staff will be working with the community colleges and institutions to make sure this process does not impact their application deadlines. Board member Atchley then comments it is not her intent to increase barriers for this population, however, the rolling deadline would seem to provide a greater workload and less coherent process for Board staff. The Board's Executive Director, Mr. Matt Freeman then shares with Board members discussions with the Board's Scholarship Program Manager, Ms. Joy Miller, who has confirmed a rolling deadline would not be unmanageable and that three weeks prior to the start of a term would be adequate.

There were no additional questions or comments from the Board.

7. Temporary Rule – Docket No. 08-0203-1801, Rules Governing Thoroughness – Graduation Requirements

### **BOARD ACTION**

**M/S (Critchfield/Scoggin): To approve temporary rule – Docket No. 08-0203-1801, as submitted in Attachment 1.** The motion carried 8-0.

Planning, Policy and Governmental Affairs (PPGA) Committee Chair, Ms. Debbie Critchfield introduced the item sharing with Board members approval of the temporary rule before the Board today meets the requirement of bringing the rule into compliance with amendments to Section 33-523, Idaho Code, enacted through Senate Bill 1267 a (2018).

There were no questions or comments from the Board.

8. State Mentor Program Standards – Idaho Framework for Mentor and Induction Programs

### **BOARD ACTION**

**M/S (Critchfield/Westerberg): To adopt the Idaho Framework for Mentor and Induction Programs as submitted in Attachment 2 as the state's approved mentor program standards.** The motion carried 8-0.

Planning, Policy and Governmental Affairs (PPGA) Committee Chair, Ms. Debbie Critchfield introduced the item sharing with Board members the motion before the Board today would provide a new guidance document for the Idaho Framework for Mentor and Induction Programs.

Board member Scoggin asks if there were any strong objections or opposition to the proposed standards being voted on today to which the Board's Chief Planning and Policy Officer, Ms. Tracie Bent, responded in the negative.

Board member Soltman then asked where these standards will reside to which Ms. Bent responded the standards are currently in a state of limbo. Ms. Bent explains there are references in administrative rule to approved mentor programs, however, the last version from 2009 has fallen out of use. During a negotiated rulemaking in July 2017, stakeholders raised concerns with the standards and suggested the standards be reviewed again. In response to these concerns, Board staff convened a group of stakeholders between February and March 2018 to review the original standards and make recommendations for amended or new state mentoring standards. The stakeholder group has completed their work and while the proposal does not incorporate the standards into rule the new approved standards will be posted on the Board's website and provided by the Idaho State Department of Education to school districts for individuals on alternate routes to certification.

There were no additional questions or comments from the Board.

9. STEM School Designation Standards for Public Schools and Public School Programs

## **BOARD ACTION**

**M/S (Critchfield/Hill): To approve the Idaho Standards for STEM School Designation as submitted in Attachment 1.** The motion carried 8-0.

Planning, Policy and Governmental Affairs (PPGA) Committee Chair, Ms. Debbie Critchfield introduced the item sharing with Board members approval of the motion before the Board today would allow the STEM action center to begin implementing this program, supporting and identifying schools and programs for board recommendation to award the STEM school designation.

Board member Hill comments that as the Board's representative on the STEM action center Board, the Idaho Standards for STEM School Designation is about project based learning and integrates into the creative based and written elements of the educational process.

There were no additional questions or comments from the Board.

10. College of Southern Idaho – Alternative Authorization – Content Specialist, Mastery-Based Route to Teaching

## **BOARD ACTION**

**M/S (Critchfield/Atchley): To approve the College of Southern Idaho program for conditional approval contingent on additional review once the program is fully implemented and has program completers.** The motion carried 8-0.



Planning, Policy and Governmental Affairs (PPGA) Committee Chair, Ms. Debbie Critchfield introduced the item sharing with Board members approval of the motion before the Board today would allow the College of Southern Idaho (CSI) to begin serving Region IV through the Alternate Route to Certification by the fall of 2018 in response to a severe teacher shortage in the area and, should the Board approve CSI to deliver this mastery-based Alternative Authorization – Content Specialist program, additional long-term program evaluation processes will need to be established.

Board member Scoggin asks if the questions asked in the Memorandum from the State of Idaho Professional Standards Commission dated April 9, 2018 had been addressed to which the Board's Chief Planning and Policy Officer, Ms. Tracie Bent, responded in the affirmative.

There were no additional questions or comments from the Board.

### **OTHER BUSINESS**

The Board's Executive Director, Mr. Matt Freeman, took a moment of personal privilege to acknowledge the Board's Chief Fiscal Officer, Mr. Chet Herbst, who had announced his retirement from the Board office effective June 1, 2018. Mr. Freeman expressed his sincere appreciation, on behalf of the Board staff, to Mr. Herbst for his many years of service to the Board and institutions.

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

### **BOARD ACTION**

**M/S (Westerberg/Hill): To adjourn the meeting at 12:02 pm Pacific Time.** The motion carried 8-0.

# BOARDWORK

JUNE 20, 2018

## BOISE STATE UNIVERSITY

Changes to Student Fees for FY 2019  
Annual Full-Time Fees and Part-Time Credit Hours Fees

	Bd	FY18	FY19	Approved		
Student Fees:	Appv	Fees	Initial Notice	FY19 Fees	Change	% Chg.
<b>Full-time Fees:</b>						
1 Tuition	**	\$5,042.78	\$5,294.92	\$5,258.80	\$216.02	4.3%
2 Technology Fee	**	\$230.60	\$250.00	\$244.60	14.00	6.1%
3 Facilities Fees	**	\$1,264.60	\$1,286.60	\$1,359.60	95.00	7.5%
4 Student Activity Fees	**	\$788.02	\$841.54	\$831.00	42.98	5.5%
5 <b>Total Full-time Fees</b>		<b>\$7,326.00</b>	<b>\$7,673.06</b>	<b>\$7,694.00</b>	<b>\$368.00</b>	<b>5.0%</b>
6	**					
7						
8 <b>Part-time Credit Hour Fees:</b>						
9 Education Fee	**	\$205.29	\$240.68	\$239.31	\$34.02	16.6%
10 Technology Fee	**	9.61	10.30	\$11.12	1.51	15.7%
11 Facilities Fees	**	52.69	53.04	\$61.80	9.11	17.3%
12 Student Activity Fees	**	37.41	46.83	\$37.77	0.36	1.0%
13 <b>Total Part-time Cr Hr Fees:</b>		<b>\$305.00</b>	<b>\$350.85</b>	<b>\$350.00</b>	<b>\$45.00</b>	<b>14.8%</b>
14						
15 <b>Summer Fees: (eff. Summer 2016)</b>						
16 Education Fee	**	\$205.29	\$240.68	\$239.31	\$34.02	16.6%
17 Technology Fee	**	9.61	10.30	\$11.12	1.51	15.7%
18 Facilities Fees	**	52.69	51.73	\$61.80	9.11	17.3%
19 Student Activity Fees	**	37.41	33.42	\$37.77	0.36	1.0%
20 <b>Total Summer Fees:</b>		<b>\$305.00</b>	<b>\$336.13</b>	<b>\$350.00</b>	<b>\$45.00</b>	<b>14.8%</b>
21						
22 <b>Other Student Fees:</b>						
23 Graduate Fees:						
24 Full-time Grad/Prof	**	\$1,428.00	\$1,428.00	\$1,500.00	\$72.00	5.0%
25 Part-time Graduate/Hour	**	\$85.00	\$85.00	\$98.00	\$13.00	15.3%
26 Nonresident Tuition:						
27 Nonres Tuition - full time	**	\$15,316.00	\$15,316.00	\$16,082.00	\$766.00	5.0%
28 Nonres Fees - part-time	**	\$295.00	\$295.00	\$339.00	\$44.00	14.9%
29 Professional Fee:						
30 Undergrad. Nursing - Con't Students	**	\$850.00	\$850.00	\$1,356.00	\$506.00	59.5%
31 Eng. p/ch U.D. (Civil,Elec,Mech,Mate	**	\$35.00	\$35.00	\$35.00	\$0.00	0.0%
32 Self-Support Program Fees:						
33 Bachelor Business / Accountancy: T	**	\$297.00	\$297.00	\$297.00	\$0.00	0.0%
34 Executive MBA	**	\$1,215.00	\$1,215.00	\$1,245.00	\$30.00	2.5%
35 MBA Online	**	\$750.00	\$750.00	\$750.00	\$0.00	0.0%
36 Bachelor of Criminal Justice: Twin F	**	\$275.00	\$275.00	\$275.00	\$0.00	0.0%
37 Master of Social Work: Twin Falls &	**	\$400.00	\$400.00	\$400.00	\$0.00	0.0%
38 Bachelor of Social Work: Twin Falls	**	\$275.00	\$275.00	\$275.00	\$0.00	0.0%
39 Graduate Certificate in Conflict Mgm	**	\$369.00	\$369.00	\$369.00	\$0.00	0.0%
40 Doctor of Nurse Practice (DNP)	**	\$750.00	\$750.00	\$750.00	\$0.00	0.0%
41 Adult Gerontology Nurse Practitioner	**	\$750.00	\$750.00	\$750.00	\$0.00	0.0%
42 B.S. in Nursing (RN to BSN)	**	\$335.00	\$335.00	\$350.00	\$15.00	4.5%
43 B.S. Respiratory Care (R.R.T. to B.S	**	\$300.00	\$300.00	\$300.00	\$0.00	0.0%
44 EdTech Masters and Grad Certificati	**	\$450.00	\$450.00	\$464.00	\$14.00	3.1%
45 EdTech PhD	**	\$564.00	\$564.00	\$581.00	\$17.00	3.0%
46 M.Ed., Specialist in Exec. Ed. Leade	**	\$420.00	\$420.00	\$420.00	\$0.00	0.0%
47 Math Consulting Teacher Endorsemen	**	\$225.00	\$225.00	\$225.00	\$0.00	0.0%
48 M.A. in Education, Literacy	**	\$375.00	\$375.00	\$375.00	\$0.00	0.0%
49 M.A. in Education, Bilingual / ENL Ec	**	\$375.00	\$375.00	\$375.00	\$0.00	0.0%
50 Master of Athletic Leadership	**	\$360.00	\$360.00	\$378.00	\$18.00	5.0%
51 Master of Bilingual Ed/ESL: Canyon	**	\$329.00	\$329.00	\$329.00	\$0.00	0.0%
52 Online Program Fees						
53 BS Imaging Sciences	**	\$395.00	\$395.00	\$395.00	\$0.00	0.0%
54 Grad. Cert. in Healthcare Simulation	**	\$600.00	\$600.00	\$600.00	\$0.00	0.0%
55 Master of Social Work Online	**	\$450.00	\$450.00	\$495.00	\$45.00	10.0%
56 Org. Perf. & Workplace Learn	**	\$450.00	\$450.00	\$450.00	\$0.00	0.0%
57 Cert. in Design Ethnography	**	\$497.00	\$497.00	\$497.00	\$0.00	0.0%
58 B.A., Multi-disciplinary Studies	**	\$340.00	\$340.00	\$350.00	\$10.00	2.9%
59 Bachelor of Applied Science	**	\$340.00	\$340.00	\$350.00	\$10.00	2.9%
60 B.B.A. Management	**	\$335.00	\$335.00	\$350.00	\$15.00	4.5%
61 Bachelor of Public Health	**	\$344.00	\$344.00	\$350.00	\$6.00	1.7%
62 Master of Accountancy	**	\$450.00	\$450.00	\$450.00	\$0.00	0.0%
63 Master of Respiratory Care	**	\$500.00	\$500.00	\$500.00	\$0.00	0.0%
64 Other Fees:						
65 Western Undergrad Exchange	**	\$3,662.00	\$3,662.00	\$3,846.00	\$184.00	5.0%
66 Tuition over 16 hours (AY18 over 15 hours)	**	\$205.00	\$205.00	\$239.00	\$34.00	16.6%
67 In-service Fees/Cr Hr - Undergrad	**	\$114.00	\$122.00	\$122.00	\$8.00	7.0%
68 In-service Fees/Cr Hr - Grad	**	\$143.00	\$160.00	\$160.00	\$17.00	11.9%
69 New Student Orientation Fee	**	\$175.00	\$175.00	\$175.00	\$0.00	0.0%
70						
71						

**BOARDWORK**  
**JUNE 20, 2018**

**IDAHO STATE UNIVERSITY**

**Changes to Student Fees for FY 2019**  
**Annual Full-Time Fees and Part-Time Credit Hours Fees**

Student Fees:	Bd	FY18	FY19	Approved		
	Apprv	Fees	Initial Notice	FY19 Fees	Change	% Chg.
<b>Full-time Fees:</b>						
1 Tuition	**	\$5,424.60	\$5,645.00	\$5,645.00	\$220.40	4.1%
2 Technology Fee	**	166.80	166.80	166.80	0.00	0.0%
3 Facilities Fees	**	510.00	510.00	510.00	0.00	0.0%
4 Student Activity Fees	**	1,064.60	1,098.20	1,098.20	33.60	3.2%
5 <b>Total Full-time Fees</b>		<b>\$7,166.00</b>	<b>\$7,420.00</b>	<b>\$7,420.00</b>	<b>\$254.00</b>	<b>3.5%</b>
6						
7						
<b>Part-time Credit Hour Fees:</b>						
8 Education Fee	**	\$307.33	\$318.89	\$318.89	\$11.56	3.8%
9 Technology Fee	**	6.15	6.15	6.15	0.00	0.0%
10 Facilities Fees	**	0.00	0.00	0.00	0.00	0.0%
11 Student Activity Fees	**	45.52	46.96	46.96	1.44	3.2%
12 <b>Total Part-time Cr Hr Fees:</b>		<b>\$359.00</b>	<b>\$372.00</b>	<b>\$372.00</b>	<b>\$13.00</b>	<b>3.6%</b>
13						
14						
<b>Other Student Fees:</b>						
15 Graduate Fees:						
16 Full-time Tuition/Fees	**	\$7,602.00	\$7,984.00	\$7,984.00	\$382.00	5.0%
17 Full-time Grad Fee	**	\$1,326.00	\$1,392.00	\$1,392.00	\$66.00	5.0%
18 Part-time Tuition/Fees	**	\$380.00	\$400.00	\$400.00	\$20.00	5.3%
19 Part-time Grad Fee	**	\$67.00	\$70.00	\$70.00	\$3.00	4.5%
20 Nonresident Tuition:						
21 Full-time Nonres Tuition	**	\$14,776.00	\$15,520.00	\$15,520.00	\$744.00	5.0%
22 Part-time Nonres Tuition	**	240.00	252.00	252.00	12.00	5.0%
23 Professional Fees:						
24 PharmD - Resident	**	\$10,734.00	\$11,156.00	\$11,156.00	\$422.00	3.9%
25 PharmD - Nonres	**	\$14,940.00	\$15,362.00	\$15,362.00	\$422.00	2.8%
26 Phys Therapy - Resident	**	\$4,320.00	\$4,500.00	\$4,500.00	\$180.00	4.2%
27 Phys Therapy - Nonres	**	\$9,720.00	\$9,720.00	\$9,720.00	\$0.00	0.0%
28 Occu Therapy - Resident	**	\$3,384.00	\$3,585.00	\$3,585.00	\$201.00	5.9%
29 Occu Therapy - Nonres	**	\$7,986.00	\$7,986.00	\$7,986.00	\$0.00	0.0%
30 Physician Assistant - Resident	**	\$20,340.00	\$20,565.00	\$20,565.00	\$225.00	1.1%
31 Physician Assistant - Nonres	**	\$20,625.00	\$20,625.00	\$20,625.00	\$0.00	0.0%
32 Nursing-BSN	**	\$1,780.00	\$1,870.00	\$1,870.00	\$90.00	5.1%
33 Nursing-MSN	**	\$2,160.00	\$2,268.00	\$2,268.00	\$108.00	5.0%
34 Nursing-PhD	**	\$2,170.00	\$2,268.00	\$2,268.00	\$98.00	4.5%
35 Nursing-DNP	**	\$3,880.00	\$4,074.00	\$4,074.00	\$194.00	5.0%
36 Speech Language Path MS (Cr Hr)	**	\$65.00	\$68.00	\$68.00	\$3.00	4.6%
37 Speech Language Online PreProf (C	**	\$255.00	\$262.00	\$262.00	\$7.00	2.7%
38 Speech Language Online MS (Cr Hr)	**	\$480.00	\$490.00	\$490.00	\$10.00	2.1%
39 Audiology AuD (Cr Hr)	**	\$65.00	\$68.00	\$68.00	\$3.00	4.6%
40 Dental Hygiene BS (Junior/Senior)	**	\$2,180.00	\$2,266.00	\$2,266.00	\$86.00	3.9%
41 Dental Hygiene MS-Didactic (Cr Hr)	**	\$150.00	\$155.00	\$155.00	\$5.00	3.3%
42 Dental Hygiene MS-Clinical (Cr Hr)	**	\$349.00	\$349.00	\$349.00	\$0.00	0.0%
43 Dental Hygiene MS-Thesis (Cr Hr)	**	\$260.00	\$268.00	\$268.00	\$8.00	3.1%
44 Counseling-Graduate	**	\$1,098.00	\$1,110.00	\$1,110.00	\$12.00	1.1%
45 Radiographic Science	**	\$830.00	\$850.00	\$850.00	\$20.00	2.4%
46 Clinical Lab Science	**	\$1,420.00	\$1,436.00	\$1,436.00	\$16.00	1.1%
47 Paramedic Science	**	\$1,468.00	\$1,468.00	\$1,468.00	\$0.00	0.0%
48 Dietetics	**	\$2,900.00	\$2,900.00	\$2,900.00	\$0.00	0.0%
49 Social Work BA	**	\$250.00	\$250.00	\$250.00	\$0.00	0.0%
50 Social Work MS	**	\$400.00	\$400.00	\$400.00	\$0.00	0.0%
51 Athletic Training MS	**	\$1,500.00	\$1,500.00	\$1,500.00	\$0.00	0.0%
52 Idaho Dental Education (IDEP)	**	\$27,260.00	\$29,311.00	\$29,311.00	\$2,051.00	7.5%
53 Other Fees:						
54 Western Undergrad Exchge	**	\$3,583.00	\$3,710.00	\$3,710.00	\$127.00	3.5%
55 In-service Fees/Cr Hr - Undergrad	**	\$114.00	\$122.00	\$122.00	\$8.00	7.0%
56 In-service Fees/Cr Hr - Grad	**	\$143.00	\$160.00	\$160.00	\$17.00	11.9%
57 OPF - Community Paramedic Certific	**	\$3,300.00	\$3,300.00	\$3,300.00	\$0.00	0.0%
58 New Student Orientation Fee	**	\$100.00	\$100.00	\$100.00	\$0.00	0.0%
59						
60						
61						
62						

The Full-time fee & Part-time credit hour fee are effective Fall Semester 2018.  
Summer session fees are at the Part-time fee rate - effective Summer 2019.

# BOARDWORK

JUNE 20, 2018

## UNIVERSITY OF IDAHO

### Changes to Student Fees for FY 2019

#### Annual Full-Time Fees and Part-Time Credit Hours Fees

Student Fees:	Bd Appv	FY18 Fees	FY19 Initial Notice	Approved		
				FY19 Fees	Change	% Chg.
<b>Full-time Fees:</b>						
Tuition	**	\$ 5,444.36	\$ 6,002.44	\$ 5,778.44	\$334.08	6.1%
Technology Fee	**	165.40	165.40	165.40	0.00	0.0%
Facilities Fees	**	791.62	791.62	791.62	0.00	0.0%
Student Activity Fees	**	1,086.62	1,128.54	1,128.54	41.92	3.9%
<b>Total Full-time Fees (See Note A)</b>		<b>7,488.00</b>	<b>8,088.00</b>	<b>7,864.00</b>	<b>376.00</b>	<b>5.0%</b>
<b>Part-time Credit Hour Fees:</b>						
Undergraduate Tuition	**	\$ 328.50	\$ 358.50	\$ 347.50	\$19.00	5.8%
Undergraduate Fees	**	45.50	45.50	45.50	0.00	0.0%
<b>Total Part-time Cr Hr Fees: *</b>		<b>\$374.00</b>	<b>\$404.00</b>	<b>\$393.00</b>	<b>\$19.00</b>	<b>5.1%</b>
<b>Other Student Fees:</b>						
Academic Year Graduate Fees:						
Full-Time Tuition	**	\$ 5,444.36	\$ 6,002.44	\$ 5,778.44	\$334.08	6.1%
Full-Time Grad Fee	**	1,376.00	1,488.00	1,488.00	\$112.00	8.1%
Full-Time Other Fees	**	2,043.64	2,085.56	2,085.56	41.92	2.1%
Part-Time Tuition	**	\$ 370.50	\$ 403.50	\$ 391.50	\$21.00	5.7%
Part-Time Grad Fee	**	76.00	83.00	83.00	\$7.00	9.2%
Part-Time Other Fees	**	45.50	45.50	45.50	0.00	0.0%
Nonresident Tuition (See Notes A & B)						
Full-Time Tuition (UG & GR)	**	\$ 16,324.00	\$ 17,638.00	\$ 17,636.00	\$1,312.00	8.0%
Part-Time Undergrad Tuition	**	817.00	882.00	882.00	\$65.00	8.0%
Part-Time Grad Tuition	**	907.00	980.00	979.00	\$72.00	7.9%
Other Fees:						
Overload Fee (>20 credits)	**	\$ 328.50	\$ 358.50	\$ 347.50	\$19.00	5.8%
Western Undergrad Exchge	**	3,744.00	4,044.00	3,932.00	\$188.00	5.0%
In-service Fees/Cr Hr - UG	**	\$114.00	\$122.00	\$122.00	\$8.00	7.0%
In-service Fees/Cr Hr - UG Summ	**	\$114.00	\$122.00	\$122.00	\$8.00	7.0%
In-service Fees/Cr Hr - Grad	**	\$143.00	\$160.00	\$160.00	\$17.00	11.9%
In-service Fees/Cr Hr - Grad Sumr	**	\$143.00	\$160.00	\$160.00	\$17.00	11.9%
Professional Fees:						
Law College FT	**	\$ 10,884.00	\$ 11,634.00	\$ 11,634.00	\$750.00	6.9%
Law College PT	**	605.00	646.00	646.00	\$41.00	6.8%
Law College PT Summer	**	605.00	646.00	646.00	\$41.00	6.8%
Art & Architecture FT UG & GR	**	\$ 1,302.00	\$ 1,302.00	\$ 1,302.00	\$0.00	0.0%
Art & Architecture PT Undergrad	**	65.00	65.00	65.00	\$0.00	0.0%
Art & Architecture PT Summer UG	**	65.00	65.00	65.00	\$0.00	0.0%
Art & Architecture PT Grad	**	72.00	72.00	72.00	\$0.00	0.0%
Art & Architecture PT Summer GR	**	72.00	72.00	72.00	\$0.00	0.0%
Summer Session (2016)						
Part-Time Undergrad Tuition	**	\$ 328.50	\$ 358.50	\$ 347.50	\$19.00	5.8%
Part-Time Grad Tuition	**	370.50	403.50	391.50	\$21.00	5.7%
Part-Time Grad Fee	**	76.00	83.00	83.00	\$7.00	9.2%
Part-Time Other Fees (UG & GR)	**	45.50	45.50	45.50	0.00	0.0%
Self-Support Program Fees:						
Executive MBA (2 years)	**	\$44,100.00	\$ 44,100.00	\$ 44,100.00	\$0.00	0.0%
Professional Practices Doctorate (3 yr)	**	30,000.00	30,000.00	30,000.00	0.00	0.0%
Masters of Science Athletic Training	**	22,434.00	22,434.00	22,434.00	0.00	0.0%
Doctorate Athletic Training (1 yr)	**	19,941.00	19,941.00	19,941.00	0.00	0.0%
MOSS Environmental Ed Grad Pg	**	15,656.00	16,282.00	16,282.00	626.00	4.0%
MOSS MNR Env Ed/Sci Comm (1 yr)	**	19,804.00	20,596.00	20,596.00	792.00	4.0%
Doctorate Higher Ed Leadership (4 yr)	**	36,000.00	36,000.00	36,000.00	0.00	0.0%
New Student Orientation (See Note C)	**	\$100.00	\$100.00	\$100.00	0.00	0.0%

Note A: The university charges a separate one-time \$100 fee charged only to first time undergraduate students.

## LEWIS-CLARK STATE COLLEGE

### Changes to Student Fees for FY 2019 Annual Full-Time Fees and Part-Time Credit Hours Fees

		Bd	FY18	FY19	Approved		
		Appv	Fees	Initial Notice	FY19 Fees	Change	% Chg.
1	<b>Student Fees:</b>						
2	<b>Full-time Fees:</b>						
3	Tuition	**	\$5,278.00	\$5,502.00	\$5,502.00	\$224.00	4.2%
4	Technology Fee	**	70.00	130.00	130.00	60.00	85.7%
5	Facilities Fees	**	155.00	155.00	155.00	0.00	0.0%
6	Student Activity Fees (Note A)	**	831.00	831.00	831.00	0.00	0.0%
7	<b>Total Full-time Fees</b>		<u>\$6,334.00</u>	<u>\$6,618.00</u>	<u>\$6,618.00</u>	<u>\$284.00</u>	<u>4.5%</u>
8	<b>Part-time Credit Hour Fees:</b>						
9	Tuition	**	\$283.75	\$294.75	\$294.75	\$11.00	3.9%
10	Technology Fee	**	4.25	7.25	7.25	3.00	70.6%
11	Facilities Fees	**	5.00	5.00	5.00	0.00	0.0%
12	Student Activity Fees (Note A)	**	31.00	31.00	31.00	0.00	0.0%
13	<b>Total Part-time Cr Hr Fees</b>		<u>\$324.00</u>	<u>\$338.00</u>	<u>\$338.00</u>	<u>\$14.00</u>	<u>4.3%</u>
14							
15	<b>Summer Fees: (eff. Summer 2018)</b>						
16	Tuition	**	\$210.75	\$219.25	\$219.25	\$8.50	4.0%
17	Technology Fee	**	4.25	7.25	7.25	3.00	70.6%
18	Facilities Fees	**	5.00	5.00	5.00	0.00	0.0%
19	Student Activity Fees (Note A)	**	104.00	106.50	106.50	2.50	2.4%
20	<b>Total Summer Cr Hr Fees</b>		<u>\$324.00</u>	<u>\$338.00</u>	<u>\$338.00</u>	<u>\$14.00</u>	<u>4.3%</u>
21							
22	<b>Other Student Fees:</b>						
23	Nonresident Tuition:						
24	Nonres Tuition	**	\$12,076.00	\$12,618.00	\$12,618.00	\$542.00	4.5%
25	Nonres Tuition-Asotin County	**	\$3,708.00	\$3,874.00	\$3,874.00	\$166.00	4.5%
26	Professional Fees:						
27	None						
28	Other Fees:						
29	Western Undergrad Exchge	**	\$3,167.00	\$3,309.00	\$3,310.00	\$143.00	4.5%
30	In-service Fees/Cr Hr - Undergrad	**	\$114.00	\$122.00	\$122.00	\$8.00	7.0%
31	Overload (20 cr. or more)	**	\$324.00	\$338.00	\$338.00	\$14.00	4.3%
32							
33							
34							
35							
36	<u>Change to Fees:</u>						
37	Includes a \$30 increase in the per-semester technology fee (\$60 annually), in order to fund software						
38	maintenance increases for the campus enterprise resource planning system.						
39	Also includes a reallocation of existing fees to support student programming and scholarships.						
40							
41							
42	<b>Full- &amp; part-time fees are effective Fall Semester 2018. Summer fees are effective Summer 2019.</b>						
43							
44							

# BOARDWORK

JUNE 20, 2018

IDAHO COLLEGE & UNIVERSITIES

ANNUAL STUDENT FEES

FISCAL YEAR 2019

	IN BSU	IN ISU	IN U of I	IN LCSC
<b><u>FULL-TIME FEES</u></b>				
Tuition	\$5,258.80	\$5,645.00	\$5,854.44	\$5,502.00
Facility Fees	1,359.60	510.00	791.62	155.00
Technology Fees	244.60	166.80	165.40	130.00
<b>DEDICATED ACTIVITY FEES</b>				
Alumni		11.90	2.10	8.50
Associated Student Body	24.00	123.78	178.70	50.00
Athletic Training Services (not part of Athletics)			4.66	
Center for Arts & History				4.00
C.W. HOG		7.54		
Cheerleader Program	6.00		6.08	
Childcare Services		44.88	22.92	16.50
Club Sports			11.30	
College Newspaper				11.50
Counseling		10.00		
Cultural Center				
Debate Team		10.20		
Diversity and Inclusion Center			4.84	
Drama				11.00
Fitness Center				19.00
Institutional Development				36.00
Intercollegiate Athletics	230.40	238.04	220.94	175.50
Intramurals/Recreation/Locker		97.14	25.42	21.50
International Student Services				
Janet C Anderson Gender Resource Center		10.32		
Leadership & Counselor Training		6.08		
Marching Band		16.40	13.96	
Minority Student Programs			16.52	
Music		12.44		8.00
Outdoor Recreation				10.00
Performing Arts			3.72	
Resident Halls Operations				44.00
Sales Tax				2.00
Scholarships and Loans		33.46		74.00
Silverthorne Series				3.00
Stadium Operations			74.14	
Student Activities	205.22			56.00
Student Advisory Services			13.00	
Student Health Center	95.00	133.54	80.98	120.00
Student ID Card		11.38	16.66	7.00
Student Literary Publication				3.00
Student Programming			34.28	34.50
Student Radio				8.00
Student Recreation Center	142.38		130.66	
Student Research Grants			4.70	
Student Support Service		14.52	34.92	
Student Union Operations	128.00	306.10	150.28	88.00
Student Work Scholarship				20.00
Sustainability Center			10.24	
Theater Arts/Fine Arts			5.58	
Tutoring Service			39.60	
Veteran and Military Family Services (new fee)			2.00	
Wellness Program		10.48		
Gender Equity Center			20.34	
Subtotal Activity Fee	831.00	1,098.20	1,128.54	831.00
Total Full-Time Undergraduate Fee	\$7,694.00	\$7,420.00	\$7,940.00	\$6,618.00

# BOARDWORK

## JUNE 20, 2018

### PART-TIME CREDIT HOUR FEES

Tuition	239.31	318.89	351.50	294.75
Facility Fees	61.80		20.20	5.00
Technology Fees	11.12	6.15	8.27	7.25
Activity Fee:				
Alumni		0.10		0.50
Associated Student Body	1.09		3.04	2.50
Cheerleader Program	0.27			
Childcare Services		2.87		
Counseling		0.50		
Intercollegiate Athletics	10.47	3.37	3.00	6.00
Intramurals/Recreation/Locker		5.03	1.14	1.50
Janet C Anderson Gender Resource Center		0.85		
Leadership & Counselor Training		0.65		
Marching Band		0.91	0.44	
Outreach Program		1.47		
Stadium Operations		10.00	2.15	
Student Activities	9.33			
Student Health Center	4.32	5.71	3.62	5.75
Student ID Card		0.89	0.53	
Student Programming		4.15		
Student Rec Center	6.47		1.03	
Student Union Operations	5.82	8.88	1.42	14.00
Wellness Program		0.81		
Work Scholarship/JOB				0.75
Student Support Services		0.77	0.66	
Activity Fee Subtotal	37.77	46.96	17.03	31.00
<b>Total Part-Time Undergraduate Fee</b>	<b>\$350.00</b>	<b>\$372.00</b>	<b>\$397.00</b>	<b>\$338.00</b>

### TEACHER IN-SERVICE - Undergraduate

122.00 122.00 122.00 122.00

### TEACHER IN-SERVICE - Graduate

160.00 160.00 160.00 N/A

### GRADUATE FEE

Full-Time	1,500.00	1,392.00	1,488.00	N/A
Part-Time	98.00	70.00	83.00	N/A

### NON-RESIDENT TUITION

Full-Time	16,082.00	15,520.00	17,786.00	12,618.00
Asotin County	N/A	N/A	N/A	3,874.00
Part-Time	339.00	252.00	889.00	
Part-Time Graduate (UI)			988.00	

# BOARDWORK JUNE 20, 2018

<b><u>PROFESSIONAL FEES</u></b>				
Art & Architecture	N/A	N/A	1,302.00	N/A
Idaho Dental Education	N/A	29,311.00	N/A	N/A
Law	N/A	N/A	11,634.00	N/A
Nursing/Undergraduate	1,356.00	1,870.00	N/A	N/A
Nursing/MSN	N/A	2,268.00	N/A	N/A
Nursing PhD	N/A	2,268.00	N/A	N/A
Nursing DNP	N/A	4,074.00	N/A	N/A
Speech Language Pathology/Audiology (Per Cr Hr)	N/A	68.00	N/A	N/A
Spch Lang Path/Audiology -PreProfessional(Per Cr Hr)	N/A	262.00	N/A	N/A
Spch Lang Path/Audiology -Online MS(Per Cr Hr)	N/A	490.00	N/A	N/A
Dental Hygiene BS	N/A	2,266.00	N/A	N/A
Dental Hygiene MS-Didactic (Per Cr Hr)	N/A	155.00	N/A	N/A
Dental Hygiene MS-Clinical (Per Cr Hr)	N/A	349.00	N/A	N/A
Dental Hygiene MS-Thesis (Per Cr Hr)	N/A	268.00	N/A	N/A
Graduate Counseling	N/A	1,110.00	N/A	N/A
Pharmacy	N/A	11,156.00	N/A	N/A
Physician Assistant	N/A	20,565.00	N/A	N/A
Physical Therapy	N/A	4,500.00	N/A	N/A
Occupational Therapy	N/A	3,585.00	N/A	N/A
Radiographic Science	N/A	850.00	N/A	N/A
Clinical Lab Science	N/A	1,436.00	N/A	N/A
Paramedic Science	N/A	1,468.00	N/A	N/A
Dietetics	N/A	2,900.00	N/A	N/A
Social Work BA	N/A	250.00	N/A	N/A
Social Work MS	N/A	400.00	N/A	N/A
Athletic Training MS	N/A	1,500.00	N/A	N/A
Engineering	35.00	N/A	N/A	N/A
Online Prog Fee - Community Paramedic Certificate	N/A	3,300.00	N/A	N/A
<b><u>WUE FEE</u></b>	3,847.00	3,710.00	3,970.00	3,310.00
<b><u>DUAL CREDIT</u></b>	65.00	65.00	65.00	65.00
<b><u>NEW STUDENT ORIENTATION</u></b>	175.00	100.00	100.00	N/A





Trustees of Boise State University  
Trustees of Idaho State University  
Trustees of Lewis-Clark State College  
Board of Regents of the University of Idaho  
State Board for Career-Technical Education

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**DRAFT MINUTES  
IDAHO STATE BOARD OF EDUCATION**

**May 16-17, 2018  
Boise State University  
Stueckle Sky Center  
Boise, Idaho**

A special meeting of the State Board of Education was held May 16-17, 2018 in the Skyline Room of the Stueckle Sky Center at Boise State University in Boise, Idaho. Board President Dr. Linda Clark presided and called the meeting to order at 9:00am MST. A roll call of members was taken.

**Present:**

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

Andrew Scoggin\*  
Don Soltman  
Richard Westerberg  
Sherri Ybarra\*, State Superintendent

\*Except Where Noted

**Wednesday May 16, 2018**

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

1. Boise State University

**M/S (Critchfield/Soltman):** I move to go into Executive Session pursuant to Section 74-206(1)(a) and (b), Idaho Code, to consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need and to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student. The motion carried 7-0. Mr. Scoggin was absent from voting.

Board members entered into Executive Session at 9:00am MST.

Board Member Scoggin joined the meeting at 9:22am MST.

Superintendent Ybarra left the meeting at 12:00pm MST, returning at 8:05 am MST on Thursday, May 18, 2018.

The Board recessed for the evening at 4:41pm MST.

**Thursday, May 17, 2018**

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

Board members resumed Executive Session at 8:00am MST.

Superintendent Ybarra left the meeting at 9:15am MST.

**M/S (Westerberg/Critchfield):** To go out of Execution Session. The motion carried 7-0. Superintendent Ybarra was absent from voting.

**OPEN MEETING**

Superintendent Ybarra joined the meeting by phone at 11:00am MST.

**BOARDWORK**

1. Agenda Review/Approval

**BOARD ACTION**

**M/S (Critchfield/Hill): To amend the agenda, removing BAHR, Tab 1, Boise State University – Staff Sabbatical Approval. The motion carried 8-0.**

**BUSINESS AFFAIRS AND HUMAN RESOURCES (BAHR)**

1. Boise State University – Chief Executive Officer Appointment

**BOARD ACTION**

**M/S (Scoggin/Westerberg): To extend the search for the Boise State University President and to develop a Request for Proposal for the engagement of a search firm. The motion carried 8-0.**

There were no questions or comments from the Board.

**OTHER BUSINESS**

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

**M/S (Westerberg/Hill): To adjourn the meeting at 11:01m MST. The motion carried 8-0.**



## DRAFT MINUTES

STATE BOARD OF EDUCATION  
June 1, 2018  
Office of the State Board of Education  
Len B. Jordan Building  
650 W State Street, 3<sup>rd</sup> Floor  
Boise, Idaho

A special meeting of the State Board of Education was held June 1, 2018 in the Clear Waters conference room on the third floor of the Len B. Jordan Building, in Boise Idaho. Board President Dr. Linda Clark presided and called the meeting to order at 11:00am MST. A roll call of members was taken.

**Present:**

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

Andrew Scoggin\*  
Don Soltman  
Richard Westerberg  
Sherri Ybarra, State Superintendent

\*Except Where Noted

After the roll call, Dr. Clark requested a moment of personal privilege to recognize the retirement of the Board's Chief Fiscal Officer, Mr. Chet Herbst. Dr. Clark then expressed her appreciation, on behalf of the Board, to Mr. Herbst for his years of service to the Board and his work on the Idaho National Laboratory (INL) project.

Board member Scoggin joined the meeting at 11:03 am MST.

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

1. Boise State University

**M/S (Critchfield/Hill): I move to go into Executive Session pursuant to Section 74-206(1)(a), Idaho Code, to consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be**

## **DRAFT MINUTES**

June 1, 2018

**evaluated in order to fill a particular vacancy or need.** A roll call vote was taken and the motion carried 8-0.

### **2. Office of the State Board of Education**

**M/S (Critchfield/Hill): I move to go into Executive Session pursuant to Section 74-206(1)(b), Idaho Code, "To consider the evaluation, dismissal or disciplining of...a public officer, employee, staff member of individual agent, or public school student."** A roll call vote was taken and the motion carried 8-0.

Board members entered in to Executive Session at 11:04 am MST.

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

Board members exited Executive Session at 11:34am MST.

### **OPEN MEETING**

The Board reconvened in Open Session at 11:34 am MST. A roll call of members was taken.

### **BUSINESS AFFAIRS AND HUMAN RESOURCES**

#### **Section 1 – Human Resources**

##### **1. Boise State University – Chief Executive Officer – Interim Appointment**

### **BOARD ACTION**

**M/S (Westerberg/Hill): I move to appoint Dr. Martin Schimpf as interim President at Boise State University effective July 1, 2018 at an annual salary of \$390,860.00.** The motion carried 8-0.

### **OTHER BUSINESS**

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

**M/S (Scoggin/Critchfield): To adjourn the meeting at 11:37 am MST.** The motion carried 8-0.

## **WORK SESSION JUNE 20, 2018**

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### **SUBJECT**

System-wide Access and Affordability Strategies

### **ALIGNMENT WITH STRATEGIC PLAN**

Goal 1 (Educational System Alignment), Objectives B (Alignment and Coordination)

Goal 2 (Educational Attainment), Objectives A (Higher Level of Educational Attainment), B (Timely Degree Completion), and C (Access)

### **BACKGROUND/DISCUSSION**

So as to address the Board's goals to increase postsecondary access and affordability through system-like practice across institutions, several possible strategies exist that the Board can consider implementing at scale. Through developing a plan for these items, completion opportunities can be expanded and overall costs can be minimized for traditional, non-traditional, and dual credit students.

#### **General Education Coordination**

In 2014 the Board approved policy that formally established the State General Education Committee, charged with the responsibility for reviewing competencies and rubrics for institutionally-designated General Education categories and ensuring transferability. However, institutions share responsibility for selecting courses at their campuses that should apply to the General Education Matriculation (GEM) framework. Institutions are also responsible for designating courses to meet one of the six GEM area requirements. As a result, duties ascribed to the State General Education Committee do not involve coordinating or clearinghouse functions for GEM courses. With the implementation of a GEM common course list beginning in Fall 2019, Board policy will need to be amended to ensure a process exists for centralized maintenance and continuity of the state common course list, as well as review and consideration of proposed courses. This includes ensuring that courses do not differ across institutions in meeting GEM area requirements.

#### **Open Educational Resources (OER)**

OER is open-source textbooks, which are free online and affordable in print. Open-source textbooks have gained considerable momentum as a cost-effective alternative for traditional hard copy textbooks and fee-based online learning content. As the cost of textbooks outpaces the rate of inflation (the General Accountability Office reported in 2013 that new textbook prices increased 82 percent between 2002 and 2012), it is the only product in the marketplace that can directly compete with the more expensive price charged by publishers for new editions. According to the National Association of College Stores, the average cost for a new textbook is \$80 (used \$50), and College Board calculates the national average for textbook costs per year to students is \$1200. With over 100,000 undergraduate students enrolled in Idaho's postsecondary institutions, considerable statewide savings can be realized for adult and non-adult learners

alike. In addition to reducing or eliminating up-front and out-of-pocket expenses to students, OER can also eliminate the cost to school districts to purchase textbooks for dual credit courses. As it stands, however, no goals have been set by the Board for institutions to adopt OER in the instruction provided to students.

### **Prior Learning Assessment**

The opportunity to earn postsecondary credit(s) through the demonstration of knowledge, usually through performance on comprehensive exams or portfolio development. This process is generally called the assessment of prior learning, or *prior learning assessment* (PLA). PLA methods provide a bridge for student learning acquired outside the traditional postsecondary classroom environment. Examples of the most popular prior learning assessments include: Advanced Placement (AP), College Level Examination Program (CLEP), academic department challenge exams, and student portfolio evaluation. For active service military personnel and military veterans, the Joint Services Transcript (JST) and DANTES Subject Standardized Tests (DSST) are traditional forms of PLA. Research indicates that adult and non-adult learners who earn credit through PLA are more likely to persist, take more courses over a longer period of time, and graduate with a postsecondary credential. For these reasons access to PLA is essential to helping reduce costs for students, while achieving the State Board's goal that 60% of 25-34 year olds hold a post-secondary credential by 2025. Though Board Policy III, Continuing Education and Prior Learning, provides definitions and guidance for PLA it does not provide direction for institutions as to how PLA should be implemented across the system; therefore, a need exists to develop consistent and transparent approaches to delivering and recognizing PLA methods, as well as awarding credit and articulating transfer credit for PLA.

### **New Student Fees**

At the April 2018 Board meeting, the Board approved the FY19 tuition and fees for the public four-year institutions. Fees are broken into three categories: general and career technical fees, institutional local fees approved by the Board, and institutional local fees approved by the chief executive officer. The fees are described in Board policy V.R. The general and career technical fees, along with the institutional fees approved by the Board, are presented and approved by the Board annually at the April meeting. The institutional local fees approved by the chief executive officer are fees that are approved at the institution level. These fees approved by the institutions include processing fees and can be used to fund an auxiliary of the institution. Prior to eliminating the application fee for resident students, many of the institutions used the application fee to fund the admissions office operations. Attachments 7 through 11 detail the fees that are approved by the Board and those that are approved by the institution. There are differences in how institutions administer fees such as the orientation, enrollment, and graduation fees. The timing of fees can affect whether those fees can be paid through financial aid funds or if the fees must be paid with other funds.

**WORK SESSION  
JUNE 20, 2018**

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**IMPACT**

Providing greater accessibility to postsecondary completion can be achieved through free textbooks and learning resources, affordable alternative methods for assessing knowledge and skills, effective management and planning of common-indexed courses, and minimization of the up-front costs students remit before attending their first class. These items will help reduce the inequity faced by Idaho's low-income and underserved student populations pursuing postsecondary study, while also bolstering postsecondary opportunities and completion rates for adult learners and military veterans. Furthermore, expanding OER and PLA availability in instruction delivered through Advanced Opportunities will expand options to earn postsecondary credit while also reducing the costs often encumbered by local K-12 school districts to provide textbooks and instructors. Summarily, adopting a scale approach to these items promotes college completion and progress towards achieving the Board's attainment goals.

For faculty and administrators at each postsecondary institution, the adoption of these items often requires a number of commitments. Among others, this includes: effectively developing and delivering OER; aligning practices for awarding and transferring PLA credit; sharing course-level governance of the state general education framework; and rethinking fees levied on new and prospective students. Any expectation for a system-wide adoption of these items will need to account for matters related to faculty effort, academic freedom, credit hour production, shared governance, and changes in budget models.

**ATTACHMENTS**

Attachment 7 FY19 Processing Fees  
Attachment 8 BSU FY19 Processing Fees  
Attachment 9 ISU FY19 Processing Fees  
Attachment 10 LCSC FY19 Processing Fees  
Attachment 11 UI FY19 Processing Fees

**STAFF COMMENTS AND RECOMMENDATIONS**

Pursuing a system-like approach to ensuring maximum consistency and transparency for the aforementioned concepts helps students navigate an educational system whose complexity becomes a barrier to new high school graduates and adult learners. If implemented with fidelity and consistency, these items can lead to increases in go-on and timely completion rates. However, for both Board staff and institutions, developing an understanding of the Board's vision for the scope and scale of strategies to be adopted for delivering accessible and affordable learning opportunities will help shape direction that should be pursued on these items.

**BOARD ACTION**

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



**Idaho State Board of Education Common Course Listing (Numbering/Titling/GEM Designation)**

**Written Communications**

ENGL 101: Writing and Rhetoric I  
ENGL 102: Writing and Rhetoric II

**Oral Communications**

COMM 101: Fundamentals of Oral Communication

**Mathematical Ways of Knowing**

MATH 123: Math in Modern Society  
MATH 130: Finite Mathematics  
MATH 143: College Algebra  
MATH 147: College Algebra and Trigonometry  
MATH 160: Survey of Calculus  
MATH 170: Calculus I  
MATH 153: Statistical Methods

**Scientific Ways of Knowing**

ANTH 101: Biological Anthropology (moved from Social and Behavioral Ways of Knowing)  
BIOL 100: Concepts of Biology  
BIOL 227: Human Anatomy and Physiology I  
CHEM 100: Concepts of Chemistry  
CHEM 101: Introduction to Chemistry  
CHEM 102: Essentials of Organic and Biochemistry  
CHEM 111: General Chemistry I  
PHYS 111: General Physics I  
PHYS 112: General Physics II  
GEOL 101: Physical Geology  
GEOL 102: Historical Geology

**Social and Behavioral Ways of Knowing**

ANTH102: Cultural Anthropology  
ECON 201: Principles of Macroeconomics  
ECON 202: Principles of Microeconomics  
HIST 101: World History I  
HIST 102: World History II  
HIST 111: United States History I  
HIST 112: United States History II  
POLS 101: American National Government  
PSYC 101: Introduction to Psychology  
SOC 101: Introduction to Sociology  
SOC 102: Social Problems

**WORK SESSION**  
**JUNE 20, 2018**

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**Humanistic and Artistic Ways of Knowing**

MUSI 100: Introduction to Music

PHIL 101: Introduction to Philosophy

PHIL 103: Introduction to Ethics

ENGL 175: Literature and Ideas

ART 100: Introduction to Art

FREN 101 and 102: Elementary French I and II

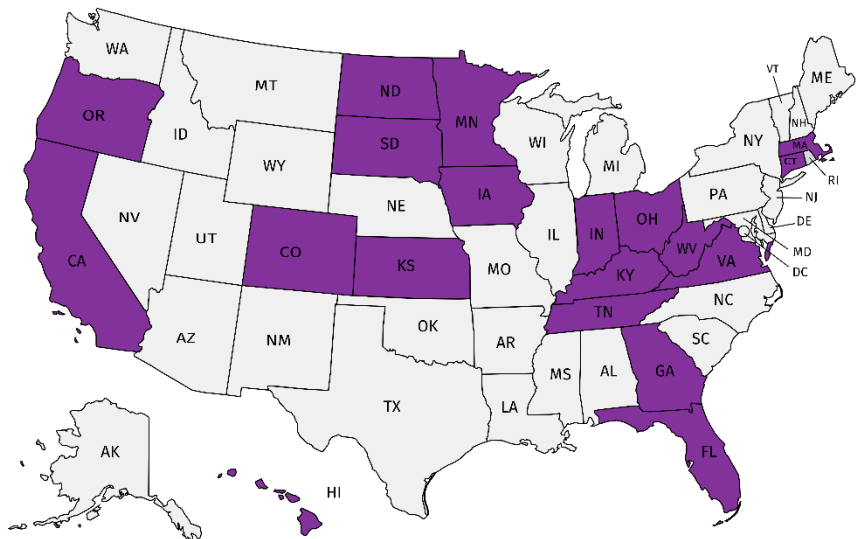
GERM 101 and 102: Elementary German I and II

SPAN 101 and 102: Elementary Spanish I and II



## State and System-wide CLEP Credit Policies

For more than 50 years, the College Board's College-Level Examination Program® (CLEP®) has helped students earn college credit for what they already know. This rigorous credit-by-examination program allows students from a wide range of ages and backgrounds to demonstrate their mastery of introductory college-level material and earn college credit. The exams are designed, developed, and approved by college and university faculty, and research consistently shows that students who score a 50 or higher on CLEP exams experience greater academic success in college and improved college completion rates.



### A clear and consistent CLEP credit policy can:

- Ensure that prospective students and families know which institutions recognize CLEP achievement and award course equivalent college credit based on qualifying scores
- Allow for the optimal application of qualifying CLEP scores for credit toward meeting general education requirements
- Improve seamless course articulation and transfer, credit portability, and degree completion rates
- Reduce the duplication and accumulation of excess credit hours, minimizing economic burdens for students and families, and improve enrollment efficiency for higher education systems

# CLEP and Completion:

## The Causal Impact on College Graduation of Earning Credit Through CLEP

The College-Level Examination Program® (CLEP®) offers students an opportunity to earn college credits by demonstrating mastery in over 30 unique subjects. Not surprisingly, students with high CLEP scores are more likely to complete college. But how much of this completion boost is attributable to earning a credit-granting CLEP score? New research from the University of Georgia, Georgia State University, Vanderbilt University, and the College Board isolates the *causal* impact of earning a credit-granting CLEP score. This study is the first of its kind to identify the graduation boost directly attributable to passing a CLEP exam.

### DATA AND METHODOLOGY

Researchers considered all CLEP exam takers who tested between 2008 and 2015, and they followed these students through college enrollment to college completion. CLEP exam scores and demographics were collected from the College Board and college enrollment and completion from the National Student Clearinghouse (NSC). To estimate the causal impact of earning CLEP credit, the researchers used an analytic technique known as regression discontinuity.

Regression discontinuity is a fairly straightforward approach to making causal claims in the absence of a randomized controlled trial. With this method, the researchers compared students who earned CLEP exam scores barely high enough to earn credit—often 50 on a 20–80 scale—to students who just missed the CLEP credit-granting score. These two groups of students are essentially identical, with the former analogous to a *treatment group* in a randomized controlled trial and the latter analogous to a *control group*.

### RESULTS

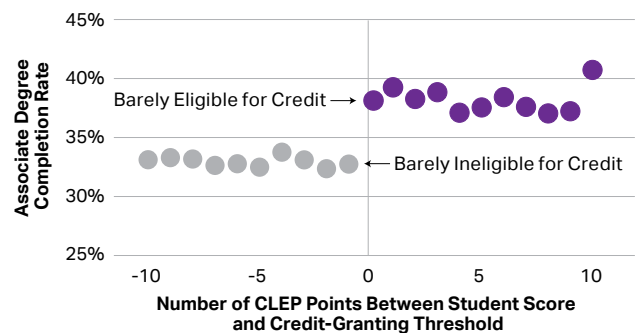


Figure 1: Associate Degree Completion Rates Among Two-Year College Enrollees, by CLEP Performance Relative to College-Specific Minimum Credit-Granting Policy.

To demonstrate the intuition behind our analytic methods, we show in Figure 1 the relationship between associate degree completion and the student's CLEP score on her first exam, expressed as the number of points exceeding or falling short of the minimum CLEP credit-granting score at the student's college. The purple dots represent CLEP scores eligible for college credit, and the gray dots represent CLEP scores ineligible for college credit. The rightmost gray dot and the leftmost purple dot represent CLEP scores differing by just one point, yet the difference in associate degree completion between these two points is 5–6 percentage points, from 33% to nearly 39%.

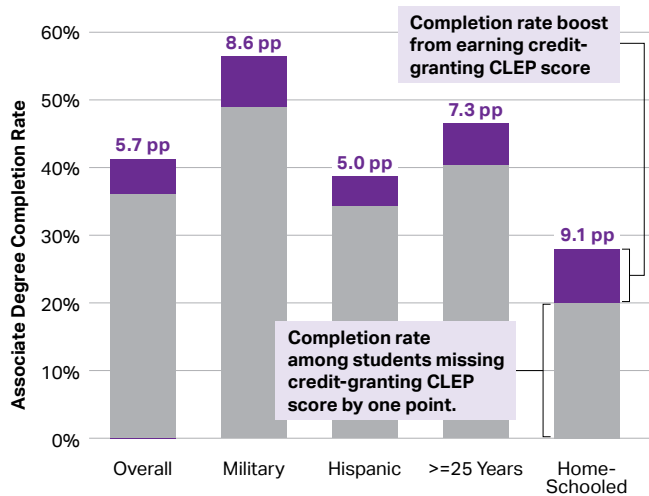


Figure 2: Associate Degree Completion Rate Increase from CLEP Credit Among Two-Year College Enrollees, by Student Subgroup.

In Figure 2, we graphically show discontinuities in associate degree completion by a student's CLEP score relative to the college-specific minimum credit-granting score. The height of the gray bar represents the average associate degree completion score among students one point shy of their college's minimum credit-granting CLEP score. The height of the purple bar indicates the additional completion boost, in percentage points (pp), attributable to earning CLEP credit. Among all students, earning a credit-granting CLEP score increases the probability of earning an associate degree by 5.7 percentage points, or 17.3% (calculated as 5.7/32.9). For military students and nontraditional students (>=25 years old), the impacts of earning a credit-granting CLEP score are even larger—8.6 percentage points (18.1%) and 7.3 percentage points (19.5%), respectively.

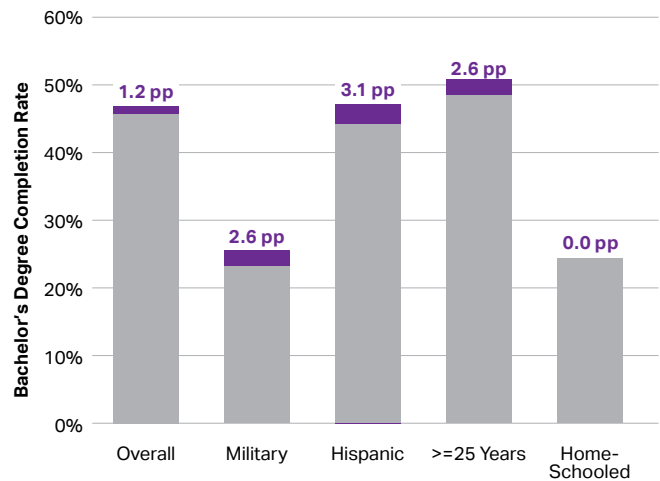


Figure 3: Bachelor's Degree Completion Rate Increase from CLEP Credit Among Four-Year College Enrollees, by Student Subgroup.

Figure 3 shows the bachelor's degree completion boost from earning a credit-granting CLEP score among students enrolled in four-year colleges. Earning a credit-granting CLEP score increases the probability of bachelor's degree completion by 1.2 percentage points, or 2.6%. That estimate is larger for military students (2.6 percentage points), Hispanic students (3.1 percentage points), and students older than 24 (2.6 percentage points). The bachelor's degree completion boosts are more modest than the associate degree boosts because the credits required for a bachelor's degree are generally about twice the number required for an associate degree.

Overall, credit through CLEP exams is one of the most cost-effective paths to increasing college completion rates, especially for students seeking an associate degree. This study shows that an \$85 exam is a cost-effective way to reduce duplicative coursework and ensure that students earn degrees and enter the workforce in a timely fashion.

You can access the research paper at [ssrn.com/abstract=2933695](https://ssrn.com/abstract=2933695).

*Prepared December 13, 2017*

*Erin Whinnery*

*ewhinnery@ecs.org*

## This response was prepared for the Idaho State Board of Education

### Your Question:

You asked two questions. First, you asked for examples of OER policies implemented across other states. Second, you asked if any states or systems provide a model for addressing students' out-of-pocket costs for textbooks.

### Our Response:

To answer your questions, we've organized the relevant information into three parts. We first provide examples of state-wide OER policy implementation and outcomes. This is followed by a review of postsecondary system OER initiatives. Last, we provide examples of state legislation aimed at assisting students pay for college textbooks.

### State Wide OER Initiatives

ECS has not identified very many state-wide OER initiatives. These are more numerous at the institutional level. However, California and Oregon have had some success implementing large scale OER policies.

**California:** In 2012, California passed [SB 1052](#) and [SB 1053](#) to establish the California Digital Open Source Library and the California Open Education Resources Council. The Council was composed of three faculty members each from the University of California, California State University and the community colleges. The Council was tasked with developing a list of 50 strategically selected lower division courses for which open source textbooks and other related materials shall be developed or acquired, and creating a request for proposals for funds to produce the 50 open source textbooks and related materials.

The College Textbook Affordability Act of 2015 ([CA AB 798](#)) created the Open Educational Resources Adoption Incentive Program. Intended to accelerate adoption of OERs, the bill reallocated remaining funds from SB1052/1053 to support faculty professional development around OERs, and secure release time for faculty to modify curriculum.

The CSU Office of the Chancellor secured the private grants required to release state matching funds for **SB1052/1053**. [Major outcomes](#) from the Council's work include:

- 50 courses have 1-5 open source etextbooks available for use
- Each etextbook has about 3 evaluations
- Qualitative and quantitative data were collected to inform the adoption and use of such materials by faculty and students
- Toolkits were developed to support faculty adoption of etextbooks

The digital open source library leverages the existing online library MERLOT (Multimedia Educational Resource for Learning and Online Teaching); online resources and information is housed at [www.cool4ed.org](http://www.cool4ed.org). Progress reports from Open Educational Resources Adoption Incentive Program awardees [are forthcoming](#).

### **In the News**

Inside Higher Ed recently [published a story](#) detailing how campuses are using "inclusive-access" models to lower textbook costs. "Inclusive-access" models involve publishers pricing textbooks for purchase by entire classes or sections, rather than students individually purchasing textbooks.

**Oregon:** In 2015, [HB 2871](#) established the Open Educational Resources Grant Program in the Higher Education Coordinating Commission. Grants are awarded on a competitive basis to public universities, community colleges or consortia of public universities and community colleges. The Commission is required to employ an OER specialist who will collaborate with the universities and community college, and assist faculty members looking to use OERs. Additionally, the Commission identify at OERS that can be adopted for use for at least 15 courses. Considerations must be made for courses that have high enrollment, are in general education disciplines, and are transferable among and between community college and universities. The bill also requires that postsecondary institutions designate courses that exclusively use open source textbooks or related materials as such in course descriptions.

The [2016-2017 final report](#) estimates that adoption of OERS at 21 Oregon institutions saved 8,370 students \$1,146,788.33. One hundred and forty-three grantees modified 108 courses to use OERS. [Takeaways](#) from the project include:

- Proposals tended to overestimate savings and underestimate the length of time needed to convert courses.
- The largest savings to students were accomplished when all sections of large courses or entire departments adopted OERs together.

### Postsecondary System OER Initiatives

The Scholarly Publishing and Academic Resources Coalition (SPARC) maintains a list of system and institutional OER initiatives. The full list is [online here](#). Below are a few examples of such projects.

**Georgia:** [Affordable Learning Georgia](#) is an initiative of the University System of Georgia focused on increasing student success through affordable textbook alternatives. [ALG Textbook Transformation Grants](#), funded by the state budget, provides grant funds for USG faculty, libraries and institutions to adopt, adapt or create OERs, and provide professional development. ALG estimates that since FY 2014-2015, textbook alternatives have saved 259,509 students over \$31 million dollars.

**New York:** [Open SUNY Textbooks](#) is a pilot, publishing initiative of the State University of New York libraries. Supported by SUNY Innovative Instruction Technology Grants, the pilot project acts as a publishing service and provides the infrastructure by which individuals may download the textbooks.

**Washington:** In 2010, the State Board for Community and Technical Colleges adopted [Resolution 10-06-30](#), which approved an open license policy for all software, educational resources and knowledge produced through competitive grants. [OPEN Washington](#) is an online tool managed by SBCTC. The site provides professional development for faculty to learn about, find, use and apply OERs to their courses. [Open Course Library](#) hosts OERs developed as part of the Washington Student Completion Initiative. [The project redesigned](#) 81 high enrollment, gatekeeper, and pre-college courses to use OER materials.

### State Legislation

States have considered a variety of options to address the cost of textbooks. These policy examples address broad concerns about textbook affordability rather than directly focusing on out-of-pocket costs. **New Jersey** considered [A 2653](#) (2016, carryover until Dec. 2017) which, in addition to addressing OERs, would require bookstores at four-year public or independent colleges to buyback used textbooks at 50 percent of the purchase price.

**New York** is considering [S 6608](#) (2017, pending), which authorizes higher education institutions to adopt policies that would allow for innovative pricing techniques and payment options for textbooks and supplemental materials in order to reduce the financial burden on students. **Washington** passed [HB 1375](#) this year, which requires community and technical colleges to inform students during registration about the cost of any required materials and whether

the course uses OERs. Colleges are required to report on which courses provided this information, and what percentage of total classes this equaled.

### State Taxes and Textbooks

Some states have proposed changes to state tax laws as a means of addressing textbook affordability. **Florida** ([HB 1317](#), 2015, died), **Nebraska** ([LB 153](#), 2016, failed) and **Ohio**, ([HB 337](#), 2017, pending) are among a handful of states that looked to make textbooks exempt from sales tax.

**Maryland** [HB 1337](#) (2017, failed) would have established two, tax-free periods that roughly coincide with the beginning of fall and spring terms. During this period, the sale of textbooks to students would be tax-exempt, and students would need to produce a student ID upon purchase. **Mississippi** [HB 466](#) (2013, died) would have provided an income tax credit for textbooks purchased by the filer or for the filer's dependent.

### New Textbook Adoption Periods

Other efforts to address textbook affordability would have established minimum adoption periods. In **Connecticut**, [SB 931](#) (2015, failed) would have prohibited a higher education institution or faculty member from requiring students to purchase a new edition of a textbook issued less than three years after the previous edition.

**South Carolina** [S 262](#) (2017, pending) would require the Commission on Higher Education to establish guidelines by which public higher education institutions adopt textbooks. The bill requires each institution to establish their own

### **Nonprofit Initiatives**


Achieving the Dream launched an [Open Educational Resources Degree Initiative](#). Thirty-eight community colleges are redesigning courses and pathways to implement OER degree programs.

guidelines for textbook adoption. There should be a minimum three-year adoption period for lower division courses, and a two-year minimum adoption period for upper-division courses, with reasonable exceptions allowed.



**WORK SESSION  
JUNE 20, 2018**

**ATTACHMENT 5**



**Registry of Credit Recommendations**  
American Council on Education  
One Dupont Circle • Washington, D.C. 20036-1193

THIS IS AN AUTHENTIC TRANSCRIPT FROM THE AMERICAN COUNCIL ON EDUCATION.

VALIDATION  
NUMBER  
107297

03/05/2008

**SEND TO:**

JOHN SMITH  
222 CAPITOL STREET  
WASHINGTON, DC 20008

**SEND AT THE REQUEST OF:**

JOHN SMITH  
222 CAPITOL STREET  
WASHINGTON, DC 20008

IDENTIFIER: 110000000

COURSE CODE	DATE COMPLETED	COURSE TITLE AND DESCRIPTION
AMSC - 0002	3/9/1996	ARMY MANAGEMENT STAFF COLLEGE, PROGRAM IN SUSTAINING BASE LEADERSHIP AND MANAGEMENT, NON-RESIDENT UNITED STATES ARMY MANAGEMENT STAFF COLLEGE LD BACC/ASSOC - 3 SH: HEALTH AND WELLNESS; UD BACC - 3 SH: BUSINESS COMMUNICATIONS, 3 SH: HUMAN RESOURCES MANAGEMENT, 3 SH: PUBLIC ADMINISTRATION; GRAD - 3 SH: INTERNATIONAL RELATIONS, 6 SH: LOGISTICS MANAGEMENT, 3 SH: MANAGEMENT STRATEGY AND DECISION MAKING, AND 3 SH: NATIONAL GOVERNMENT POLICY 52 WEEKS (INCLUDING TWO 1 WEEK RESIDENT SESSIONS). STUDENT WILL COMMUNICATE IN ORAL AND WRITTEN FORMAT WITH VARIOUS LEVELS OF STAFF & MANAGEMENT IN AN APPROPRIATE & EFFECTIVE MANNER, MANAGE EMPLOYEE SELECTION/EVALUATION.
MCD - 0017	6/6/2004	DELIVERY SKILLS FOR PRESENTERS. MCDONALD'S CORPORATION LD BACC/ASSOC - 1 SH: ORAL COMMUNICATIONS OR PUBLIC SPEAKING 15 HOURS (2 DAYS). STUDENT WILL BE ABLE TO INCREASE THEIR CONFIDENCE, CREDIBILITY, AND PROFESSIONALISM WHEN EXPRESSING THEMSELVES ORALLY TO OTHERS, EITHER IN A SMALL GROUP OR TO A LARGER AUDIENCE.
MCD - 0017	6/6/2004	DELIVERY SKILLS FOR PRESENTERS. MCDONALD'S CORPORATION LD BACC/ASSOC - 1 SH: ORAL COMMUNICATIONS OR PUBLIC SPEAKING 15 HOURS (2 DAYS). STUDENT WILL BE ABLE TO INCREASE THEIR CONFIDENCE, CREDIBILITY, AND PROFESSIONALISM WHEN EXPRESSING THEMSELVES ORALLY TO OTHERS, EITHER IN A SMALL GROUP OR TO A LARGER AUDIENCE.
LABO - 0001	1/8/1996	HAZARDOUS WASTE OPERATIONS COURSE LABORERS-ACC LD BACC / ASSOC - 3 SH: ENVIRONMENTAL SCIENCE 45 HOURS (1 WEEK). STUDENT WILL IDENTIFY APPROPRIATE HAZARDS CATEGORIES, DEFINITIONS, AND REGULATIONS; PROTECTIVE CLOTHING AND THEIR USES; LIST RIGHTS AND RESPONSIBILITIES FOR WORKERS AND EMPLOYERS.
NCME - 0003	9/19/2007	MONTESSORI ELEMENTARY TEACHER EDUCATION AGES 9-12 AMERICAN MONTESSORI SOCIETY LD BACC / ASSOC OR UD BACC - 5 SH: MONTESSORI ELEMENTARY CURRICULUM AND METHODS AND 1 SH: PRACTICUM 120 HOURS. STUDENT WILL BE ABLE TO DEMONSTRATE THE PHILOSOPHY AND METHODOLOGY MONTESSORI EDUCATION FOR THE CHILD FROM AGES 9 - 12; DISCUSS THE LATEST RESEARCH FINDINGS IN THE FIELD OF CHILD DEVELOPMENT; DESCRIBE INDIVIDUAL LEARNING STYLES AND DEMONSTRATE A WIDE RANGE OF TEACHING STRATEGIES; DESIGN A MONTESSORI ENVIRONMENT; DOCUMENT LEADERSHIP AS A PROFESSIONAL STAFF MEMBER IN AN EDUCATIONAL SETTING; DESCRIBE AND EVALUATE CHILDREN'S ABILITIES EFFECTIVELY WITH PARENTS THROUGH CONFERENCES AND REPORTS DEMONSTRATE SKILL IN THE MONTESSORI METHOD.

Users are urged to consult the online *National Guide to College Credit for Workforce Training* at <https://www.acenet.edu/nationalguide> and the *Guide to Educational Credit by Examination* that is available by calling the ACE Fulfillment Service at (301) 632-6757.

WORK SESSION  
JUNE 20, 2018



**Registry of Credit Recommendations**  
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REQUEST  
OF

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222 CAPITOL STREET  
WASHINGTON, DC 20008

IDENTIFIER: 110000000

COURSE CODE	DATE COMPLETED	COURSE TITLE AND DESCRIPTION
MCD - 0059	8/16/2006	<p>TRAINING CONSULTANTS DEVELOPMENT PROGRAM MCDONALD'S CORPORATION</p> <p>UD BACC- 3 SH: BUSINESS ADMINISTRATION, TRAINING AND DEVELOPMENT, OR EDUCATION</p> <p>95 DAYS (3-12 MONTHS). STUDENT WILL BE ABLE TO EXPLAIN THE POSITION, PURPOSE, ACCOUNTABILITIES AND COMPETENCIES INVOLVED IN BEING A TRAINING CONSULTANT; ASSESS PERSONAL TECHNOLOGY SKILLS; IDENTIFY NEEDS, AND CREATE A PLAN TO COMPLETE NEEDED TECHNOLOGY TRAINING; DESCRIBE MCDONALD'S STRUCTURE AND THE CONTENT, PURPOSE, AND DESIGN OF EACH MCDONALD'S TRAINING PROGRAM; AND BECOME CERTIFIED TO DELIVER SPECIFIC TRAINING PROGRAMS.</p> <p>----- 5 Education Activities on File -----</p>

Users are urged to consult the online *National Guide to College Credit for Workforce Training* at <https://www.acenet.edu/nationalguide> and the *Guide to Educational Credit by Examination* that is available by calling the ACE Fulfillment Service at (301) 632-6757.

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REGENT NO. 670400

**NWCCU Language Regarding Credit for Prior Learning**

2.A.14 The institution develops, publishes widely, and follows an effective and clearly stated transfer-of-credit policy that maintains the integrity of its programs while facilitating efficient mobility of students between institutions in completing their educational programs.

2.C.7 Credit for prior experiential learning, if granted, is: a) guided by approved policies and procedures; b) awarded only at the undergraduate level to enrolled students; c) limited to a maximum of 25% of the credits needed for a degree; d) awarded only for documented student achievement equivalent to expected learning achievement for courses within the institution's regular curricular offerings; and e) granted only upon the recommendation of appropriately qualified teaching faculty. Credit granted for prior experiential learning is so identified on students' transcripts and may not duplicate other credit awarded to the student in fulfillment of degree requirements. The institution makes no assurances regarding the number of credits to be awarded prior to the completion of the institution's review process.

2.C.8 The final judgment in accepting transfer credit is the responsibility of the receiving institution. Transfer credit is accepted according to procedures which provide adequate safeguards to ensure high academic quality, relevance to the students' programs, and integrity of the receiving institution's degrees. In accepting transfer credit, the receiving institution ensures that the credit accepted is appropriate for its programs and comparable in nature, content, academic quality, and level to credit it offers. Where patterns of student enrollment between institutions are identified, the institution develops articulation agreements between the institutions.

**WORK SESSION  
JUNE 20, 2018**

**ATTACHMENT 7**

**Boise State University**

Section VRC3iv: Processing fees for the provision of academic products or services to students.

Fee Name	Fee Description	Fee Amount	When Assessed	Frequency
New Student ID Card Fee	Charge for new students to obtain a campus ID	\$ 25.00	At registration	Once
Fee Payment Deadline Late Fee	Fee deadline is the Thursday before classes start. If a student's bill is not paid by the deadline, this fee is assessed.	\$ 50.00	When applicable	Once
Monthly Late Fees	Charge for any outstanding balance that is past due.	1.75% or \$10.00	When applicable	Monthly, if balance is due
Returned Check / ACH Fee	Fee for insufficient funds	\$ 25.00	When applicable	Once
Graduate Application	Application fee for graduation	\$ 20.00	When submitted	Once
Administrative Fee Semester W/D	Withdrawal from the university after the 10th day of classes.	\$ 40.00	When applicable	Once
Drop Fees	Drop course after the 10th day of classes	\$ 10.00	When applicable	Once per course
Non-resident Undergraduate Application Fee	Application Fee	\$ 50.00	With application	Once
International Undergraduate Application Fee	Application Fee	\$ 85.00	With application	Once
Graduate Application Fee	Application Fee	\$ 65.00	With application	Once
International Graduation Application Fee	Application Fee	\$ 95.00	With application	Once
Enrollment Confirmation Fee	Fee to confirm enrollment upon admission. Effective for students admitted for Fall 2018.	\$ 100.00	By May 1	Once
Program Application Fees	A few programs have additional fees to apply to that specific program, particularly online programs	varies	Upon application	Once
<b>Other Charges Assessed by 3rd party:</b>				
Credit Card Fee	Fee charge by third party for use of a credit card to pay bill. Boise State does not receive this fee revenue.	2.75%		
Transcript Fee	Fee charged by national clearing house to process transcripts	Varies, \$10 for standard request	With application	Once per transcript
<b>Fees paid First-time/Full-time students:</b>				
	Tuition and mandatory fees (facility, activity and technology fee)	\$ 7,326.00		
	New Student Orientation Fee	\$ 175.00		
	Enrollment Confirmation Fee	\$ 100.00		
	New Student ID Card Fee	\$ 25.00		
	Total FY 2018 Resident First-time/Full-time student	\$ 7,626.00		

# WORK SESSION JUNE 20, 2018

## ATTACHMENT 7

### IDAHO STATE UNIVERSITY

Fee Name	Fee Description	Fee Amount	When Assessed	Frequency
Bengal Card ID Replacement Fee	Bengal ID Card Replacement Fee	\$ 15.00	Per request	Per request
Bengal Card ID Spouse	Bengal ID Card for Staff/Faculty Spouse	\$ 2.00	Per request	Per request
Intramural Fee	Fee to participate in Intramurals	\$15/semester	At time of registration	Per Sport
Recreation Center Membership Card Replacement Fee	Fee to replace Rec Center membership card	\$ 15.00	Per request	Per request
Staff/Faculty Spouse Recreation Center Membership Card Replacement Fee	Fee to replace Rec Center membership card for staff/faculty spouse	\$ 16.00	Per request	Per request
Student Computing Fee	Fee to use campus computing resources (e.g. wireless, computer labs, etc.)	\$ 35.00	Per request	Note C
Library Fines	Fines for late or lost materials	Various	Per day/occurrence	Note D
Nursing Application Fee	Nursing Program Application Fee	\$ 50.00	Per application	Per application
Non-resident Alien Optional Practical Training Application Fee	Temporary employment for practical training directly rated to the student's major area of study	\$ 60.00	Per application	Per application
Parking Permits	Parking Permit Fee	Various - see P	Per request	Daily/Semester/Annually/Event
Parking Fines	Parking Fines	Various - see P	Per occurrence	Per occurrence
Refund Check Reissue Fee	Fee to reissue refund check	\$ 25.00	Per request	Per request
Late Fee	Fee for not paying tuition or enrolling in a payment plan by the payment due date	\$ 50.00	1st day of term, then monthly	Note E
Installment Plan Fee	Fee for installment plan	\$ 30.00	At time of enrollment in plan	Per semester
Installment Plan Late Payment Fee	Fee for late installment plan payment	\$ 15.00	At time of late payment	Per occurrence
Short-term Student Loan Fee	Fee for short-term student loan	\$ 5.00	Per request	Monthly
Returned Checks	Returned check charge	\$ 35.00	Per occurrence	Per occurrence
Transcript Fee	Fee for student transcripts	\$ 7.50	When ordered	Per request
Duplicate Diploma Fee	Fee to replace a lost diploma or want extra copies	\$ 20.00	When application is submitted by stu	Per application
Graduation Fee	Fee to process a students application to have an official degree audit and posting	\$ 20.00	When application is submitted by stu	Per application
Dr of Philosophy Application Fee	Ph.D. Nursing Program Application Fee	\$ 55.00	Per application	Per application
Nursing Accelerated BSN Program Application Fee	Accelerated BSN Program Application Fee	\$ 50.00	Per application	Per application
Nursing BS Completion Program Application Fee	Nursing BS Program Application Fee	\$ 50.00	Per application	Per application
Nursing LPN-BS Program Application Fee	Nursing LPN-BS Program Application Fee	\$ 50.00	Per application	Per application
MS of Nursing Application Fee	MS of Nursing Program Application Fee	\$ 50.00	Per application	Per application
Dr of Nursing Practice Application Fee	Dr of Nursing Practice Program Application Fee	\$ 55.00	Per application	Per application
Traditional Bachelor Nursing Program Application Fee	Traditional Bachelor Nursing Program Application Fee	\$ 50.00	Per application	Per application
Social Work Program Application Fee	Social Work Program Application Fee	\$ 30.00	Per application	Per application
Academic Undergraduate Application Fee	Undergraduate Application Fee	\$ 50.00	Per application	Per application
COT Undergraduate Application Fee	COT Application Fee	\$ 50.00	Per application	Per application
Graduate School Application Fee	Graduate School Application Fee	\$ 60.00	Per application	Per application
Graduate School Application Fee for Non-Degree Seeking Students	Non-Degree Seeking Graduate School Application Fee	\$ 30.00	Per application	Per application
Intensive English Institute Application Fee	Intensive English Institute Application Fee	\$ 25.00	Per application	Per application

**Note A:** Academic Undergraduate Application Fee: not mandatory for Idaho resident students utilizing the Apply Idaho initiative or attending an application day, which is an event held at high schools by ISU to help students complete the application. Fee is waived in other circumstances such as students receiving government assistance or facing financial hardship.

**Note B:** COT Undergraduate Application Fee: not mandatory for students who work with the Center for New Directions and START programs, students utilizing the Apply Idaho initiative, or students attending an application day. The application fee may be waived if a student faces circumstances where the fee would create an obstacle to attending the COT.

**Note C:** \$35 a semester for Fall and Spring, \$30 for Summer semester

**Note D:** \$0.30/day late books; \$100 lost book; \$1.00/day periodicals and reference materials; \$0.50/hour reserve materials; \$10 annually for community borrower

**Note E:** \$50 if tuition and fees not paid by bill due date; \$50 if tuition and fees are not paid by the last day to drop the class; Additional \$50/month if tuition and fees are not paid in full or by payment plan agreement

<b>Fees paid First-time/Full-time students:</b>	Tuition and mandatory fees (facility, activity and technology fee)	\$ 7,166.00
	New Student Orientation Fee	\$ 100.00
	<b>Total FY 2018 Resident First-time/Full-time student</b>	<b>\$ 7,266.00</b>

# WORK SESSION JUNE 20, 2018

## ATTACHMENT 7

University of Idaho

Fee Name	Fee Description	Fee Amount	When Assessed	Frequency
<b>Undergraduate Admissions</b>				
Application Fee	Application Fee (Idaho State Residents)	\$ -	N/A	N/A
Application Fee	Application Fee (Out of State Residents)	\$ 60.00	At Application	Once
Application Fee	Application Fee (International Students)	\$ 70.00	At Application	Once
Application Fee	Application Fee (Returning UI Students)	\$ 30.00	At Application	Once
New Student Orientation Fee	Transfer, non-traditional and all first-year students that are new to U of I Moscow campus	\$ 100.00	with the students first, full-time semester bill	Once
Enrollment Deposit - <b>discontinued effective 4/10/18</b>	The enrollment deposit is required for all new domestic first-year and transfer students who are planning to enroll at UI in the fall and spring semesters. Qualified waivers may be requested by those who have a government-sponsored or other scholarship that will cover all expenses for tuition, fees, books, etc.**	\$ 100.00	Once Admitted	Once  Can be used toward tuition, room, board or other charges
** For students assessed this deposit prior to April 10, 2018 \$100 will be applied to their student account once class fees have been applied and may be used toward tuition, room, board or other charges.				
<b>Registrars Office</b>				
Graduation Application Fee	Graduation Application Fee	\$ 25.00	When approved by Registrar's Office	Each application
Graduation Application Fee after deadline	Graduation Application Fee after deadline	\$ 60.00	When application approved by Registrar's Office	with each late application
Thesis/Dissertation Binding Fee	Thesis/Dissertation Binding Fee	\$ 25.00	When application approved by Registrar's Office	for Master's Thesis students and Doctorate students
Degree Verification after degree awarded	Degree Verification after degree awarded	\$ 5.00	When processed	upon request
Duplicate Diploma	Duplicate Diploma	\$ 30.00	When requested	when requested
Transcript Fee	Transcript Fee	\$ 12.50	When orderd	for each order
Academic Petition	Academic Petition	\$ 10.00	with each petition	for each petition
Challenge Exam Fee	Challenge Exam Fee	\$35 application + \$25 per credit granted	application fee assessed when reviewed; credit cost if credit granted after review	per application
Technical Competency Credit Application	Technical Competency Credit Application	\$35 application + \$25 per credit granted	application fee assessed when reviewed; credit cost if credit granted after review	for Engineering only
Vertical Credit Application	Vertical Credit Application	\$35 application + \$25 per credit granted	application fee assessed when reviewed; credit cost if credit granted after review	per application
Experiential Credit	Experiential Credit	\$35 application + \$25 per credit granted	application fee assessed when reviewed; credit cost if credit granted after review	per application
Withdraw Course Fee	Withdraw Course Fee	\$ 5.00	when student withdraws from a course	for each withdrawn course
<b>Graduate Programs</b>				
Application Fee	Domestic Graduate Application Fee	\$ 60.00	at application	once per student
Application Fee	International Graduate application Fee	\$ 70.00	at application	once per student
Application Fee	Deferred application fee	\$ 30.00	at request for deferred admission	once per student
Readmission Fee	Graduate re-admission fee	\$ 30.00	at request for re-admission	once per student
<b>International Programs</b>				
Intl Program Fee	ISSFS student programming fee per undergraduate, graduate and on campus exchange students	\$ 100.00	Fall/Spring	Per Semester, per student
Sponsored Student Fee	ISSFS sponsored student fee per sponsored student	\$ 300.00	Fall/Spring	Per Semester, per student
Intl Student Orientation Fee	Orientation fee per new undergraduate, graduate and non-degree exchange student	\$ 100.00	Fall/Spring	Per Semester, per student
Late Orientation Fee	Late fee in addition to the Intl Student Orientation Fee per student that missed orientation	\$ 100.00	Fall/Spring	Per Semester, per student
ALCP Application Fee	Application fee per ALCP applicant	\$ 70.00	Fall/Spring	Per new student, each student charged only when they submit an application
ALCP Tuition	ALCP tuition per ALCP student per ALCP 8 week session	\$ 2,808.00	Fall 1 & 2 Spring 1 & 2 Summer	5 times per academic year, per student
ALCP Orientation Fee	ALCP orientation fee per new ALCP student	\$ 100.00	Fall 1 & 2 Spring 1 & 2 Summer	Per new student, each student charged only on their first session in the ALCP
ALCP Late Orientation Fee	ALCP late orientation fee in addition to the ALCP orientation fee per ALCP student that missed orientation	\$ 50.00	Fall 1 & 2 Spring 1 & 2 Summer	Only once if a new student was late to orientation

**WORK SESSION  
JUNE 20, 2018**

**ATTACHMENT 7**

University of Idaho

Fee Name	Fee Description	Fee Amount	When Assessed	Frequency
ALCP Registration Fee	ALCP registratin fee per ALCP student per ALCP 8 week session	\$ 25.00	Fall 1 & 2 Spring 1 & 2 Summer	Per session, 5 times per year
ALCP Program Fee	ALCP programming fee per ALCP student per ALCP 8 week session	\$ 50.00	Fall 1 & 2 Spring 1 & 2 Summer	Per session, 5 times per year
ALCP Sponsored Student Fee	ALCP sponsored student fee per ALCP student per ALCP 8 week session	\$ 150.00	Fall 1 & 2 Spring 1 & 2 Summer	Per session, 5 times per year
ALCP SACM Sponsored Student Fee	ALCP SACM sponsored student fee per ALCP student per ALCP 8 week session	\$ 75.00	Fall 1 & 2 Spring 1 & 2 Summer	Per SACM sponsored student per session, 5 times per year
Education Abroad Application Fee	E.A. application fee per applicant	\$ 150.00	Fall/Spring	Per applicant
Education Abroad Administration Fee	E.A. administration fee per student (USAC, ISA, CIEE participants)	\$ 400.00	Fall/Spring	Per semester
Education Abroad Program Fee	E.A. program fee per student (for other partners)	\$ 500.00	Fall/Spring	Per Semester, per student
National Student Exchange Application Fee	NSE application fee per applicant	\$ 250.00	Fall/Spring	Per applicant
National Student Exchange Administration Fee	NSE administration fee per applicant	\$ 200.00	Fall/Spring	Per applicant
<b>Fees paid First-time/Full-time students:</b>				
	Tuition and mandatory fees (facility, activity and technology fee)	\$ 7,488.00		
	New Student Orientation Fee	\$ 100.00		
	Enrollment Confirmation Fee - <b>DISCONTINUED 4/10/18</b>	\$ 100.00		Can be used toward tuition, room, board or other charges
	<b>Total FY 2018 Resident First-time/Full-time student</b>	<b>\$ 7,688.00</b>		

**WORK SESSION  
JUNE 20, 2018**

**ATTACHMENT 7**

**Lewis-Clark State College**

Processing Fees for Academic Programs or Services

Fee Name	Fee Description	Fee Amount	When Assessed	Frequency
Application	No fee to apply to LCSC	\$ -		
Graduation	No fee to graduate; transcript not included	\$ -		
Orientation	No fee for orientation	\$ -		
Parking	Annual parking permit fee	\$ 10.00	Optional	Annual
Transcript	College transcript	\$ 10.00	Optional	Per transcript
Diploma	First diploma free, reorders at a charge	\$ 25.00	Optional	Per diploma
Application	Nursing program	\$ 35.00	Upon application	One time fee
Application	Radiography Sciences program	\$ 35.00	Upon application	One time fee
Application	Teacher Education	\$ 30.00	Upon application	One time fee
Application	International student college or Institute for Intensive English	\$ 50.00	Upon application	One time fee
Application	International student homestay fee for finding housing	\$ 100.00	Upon application	One time fee
Application	Study away program	\$ 50.00	Upon application	One time fee
Application	Exchange students on LCSC partner programs	\$ 50.00	Upon application	One time fee
Application	Optional Practical Training Work Program for International Students	\$ 50.00	Upon application	One time fee

<b>Fees paid First-time/Full-time students:</b>	Tuition and mandatory fees (facility, activity and technology fee)	\$ 6,334.00
	Total FY 2018 Resident First-time/Full-time student	\$ 6,334.00



# WORK SESSION JUNE 20, 2018

## ATTACHMENT 7

### College of Southern Idaho

Processing fees for the provision of academic products or services to students.

Fee Name	Fee Description	Fee Amount	When Assessed	Frequency
Replacement Student ID Card Fee	Charge to obtain a replacement campus ID	\$ 3.00	when applicable	Once
Tuition Loan Agreement Fee	Processing fee for the Student Tuition Loan Agreement/Payment Plan	\$ 50.00	When applicable	Once
Late Fees	Charge for late payments on Tuition and Tuition Loan Agreement	75.00	When applicable	after missed payment, could occur up to 4 times per semester
Returned Check / ACH Fee	Fee for insufficient funds	\$ 20.00	When applicable	Once
Application	No fee to apply to CSI	\$ -		
Paper Application	if prospective student does not apply online and submits paper copy	\$ 10.00	when applicable	Once
Graduation	No fee to graduate	\$ -		
Orientation	SOAR--New student orientation, required to complete before attending	\$ 25.00	at time of registration	Once
Parking Fines	Improper parking	\$10.00 to \$15.00	at time of occurrence	per occurrence
Parking Fines	Parking in handi-cap space	\$ 25.00	at time of occurrence	per occurrence
Transcript	Official Transcript, price will vary upon delivery method	\$ 7.00	at time of request	Per transcript
Unofficial Transcript	unofficial transcript printed by Registrar	\$ 2.00	at time of request	Per transcript
Diploma	No charge			
Replacement Diploma	charge for a replacement or duplicate diploma	\$ 35.00	at time of request	per diploma
Library Fee	Excessive late fee charged at the end of the semester	\$ 10.00	when applicable	per item
HSHS Student Name Badges	name badges for Health Science students	10.00	when applicable	per badge
Challenge Credit Exam Fee	no charge for the exam, 20% on in-state-tuition charge to transcript the credits		when applicable	per occurrence
<b>Fees paid First-time/Full-time students:</b>				
	Tuition and mandatory fees	\$ 3,120.00		
	New Student Orientation Fee	\$ 25.00		
	Total FY 2018 Resident First-time/Full-time student	\$ 3,145.00		

**WORK SESSION  
JUNE 20, 2018**

**ATTACHMENT 7**

**College of Eastern Idaho**

Processing Fees for Academic Programs or Services

Fee Name	Fee Description	Fee Amount	When Assessed	Frequency
Application Fees	No fee to apply to CEI	\$ -		
Parking Fees	No Parking Fee	\$ -		
Student ID Replacement	Fee charged when a duplicate ID is issued to student	\$ 10.00	Upon issuance of new ID	Per Transaction
Computer Usage Fee	Allows students to use computer labs and network printers	\$ 15.00	When a student registers for classes	Per Semester
Credit Card Fee	No fee to use a credit card to pay fees. Policy will change with the implementation of TouchNet	\$ -	Upon payment	Per Transaction
Refund Check Fee	Admin fee for students who withdrawl and are issued a refund check.	\$ 10.00	Upon total withdrawl	Per Transaction
Transcript Fee	Students requesting official transcripts	\$ 10.00	Optional	Per Transcript
Graduation Fee	Graduation application fee. Does not cover cap and gown.	\$ 15.00	Upon applying for graduation	Per Application
Testing Fees	GAIN test fee	\$ 15.00	Upon registering for test	Per Test
Testing Fees	Math placement A or B	\$ 10.00	Upon registering for test	Per Test

<b>Fees paid First-time/Full-time students:</b>	Tuition and mandatory fees	\$ 2,464.00
	Total FY 2018 Resident First-time/Full-time student	\$ 2,464.00

**WORK SESSION  
JUNE 20, 2018**

**ATTACHMENT 7**

**College of Western Idaho**

Section VRC3iv: Processing fees for the provision of academic products or services to students.

Fee Name	Fee Description	Fee Amount	When Assessed	Frequency
New Student ID Card Fee	Charge for new students to obtain a campus ID	\$ -	At registration	Once
Replacement ID card	replace ID card	\$ 5.00	At time of issue	
Fee Payment Deadline Late Fee	Late fees are assigned the day after payment due date	\$ 50.00	When applicable	Once
Payment plan late fee	Charged after late payments on payment plans	\$ 15.00	When applicable	Monthly, if balance is due
Returned Check / ACH Fee	Fee for insufficient funds	\$ 25.00	When applicable	Once
Returned Echeck	Online echeck payment NSF	\$ 4.75		
Tuition and Fees payment plan fees	set up charges	\$30-50		
Reinstatement fee		\$10 per credit	we are not currently charging	
Special course fee	board approved - added to billing	varies		
<b>Other Charges Assessed by 3rd party:</b>				
Credit Card Fee	Fee charge by third party for use of a credit card to pay bill. CWI does not receive this fee revenue.	2.50%		
Transcript Fee	Fee charged by national clearing house to process transcripts	Varies, \$10 for standard request	With application	Once per transcript
<b>Fees paid First-time/Full-time students:</b>				
	Tuition and mandatory fees	\$ 3,336.00		
	Total FY 2018 Resident First-time/Full-time student	\$ 3,336.00		

# WORK SESSION JUNE 20, 2018

## ATTACHMENT 7

North Idaho College

Section VRC3iv: Processing fees for the provision of academic products or services to students.

Fee Name	Fee Description	Fee Amount	When Assessed	Frequency
Cardinal Card Replacement Fee	Charge for replacement of student ID	\$ 20.00	When applicable	Once
T&F Payment Deadline Late Fee	T&F deadline is the day before classes start. If a student's bill is not paid by the 100% refund deadline, this fee is assessed.	\$ 50.00	When applicable	Once
Returned Check / ACH Fee	Fee for insufficient funds	\$ 25.00	When applicable	Once
Installment Plan Application Fee	Fee for installment plan	\$ 25.00	At time of enrollment in plan	Per semester
Installment Plan Late Fees	Fee for late installment plan payment	\$ 25.00	At time of late payment	Per occurrence
Parking Permit	Parking Permit Fee	\$ 32.00	Upon purchase	Annually
Staff/Faculty Parking Permit	Staff/Faculty Parking Permit Fee	\$ 47.00	Upon purchase	Annually
Parking Permit Replacement Fee	Replacement Fee for Parking Permit	\$ 20.00	Upon purchase	Per occurrence
Parking Fines	Parking Fines	\$20-50	Per occurrence	Per occurrence
Transcript Fee	Fee to process transcripts	Varies, \$7 for standard request	By request	Once per transcript
Credit by Exam Fee	Fee to challenge a course and receive credit	\$ 10.00	per credit	Upon request
Transcription Fee	Fee to transcribe WFTC credits	\$ 10.00	per credit	Upon request
Modern Language Vertical Placement Fee	Fee to receive credit for lower lever courses after advanced level course completion	\$ 10.00	per credit	Upon request

<b>Fees paid First-time/Full-time students:</b>	Tuition and mandatory fees	\$ 3,360.00
	Total FY 2018 Resident First-time/Full-time student	\$ 3,360.00

# BOISE STATE UNIVERSITY

Changes to Student Fees for FY FY2019  
Annual Full-Time Fees and Part-Time Credit Hours Fees

Student Fees:	Bd Apprv	FY2018 Fees	FY2019 Initial Notice	FY 2019		
				Fees	Change	% Chg.
<b>Full-time Fees:</b>						
1 Tuition	**	\$5,042.78	\$5,294.92	\$5,258.80	\$216.02	4.3%
2 Technology Fee	**	\$230.60	\$250.00	\$244.60	14.00	6.1%
3 Facilities Fees	**	\$1,264.60	\$1,286.60	\$1,359.60	95.00	7.5%
4 Student Activity Fees	**	\$788.02	\$841.54	\$831.00	42.98	5.5%
5 <b>Total Full-time Fees</b>		<u>\$7,326.00</u>	<u>\$7,673.06</u>	<u>\$7,694.00</u>	<u>\$368.00</u>	<u>5.0%</u>
<b>Part-time Credit Hour Fees:</b>						
6 Education Fee	**	\$205.29	\$240.68	\$239.31	\$34.02	16.6%
7 Technology Fee	**	9.61	10.30	\$11.12	1.51	15.7%
8 Facilities Fees	**	52.69	53.04	\$61.80	9.11	17.3%
9 Student Activity Fees	**	37.41	46.83	\$37.77	0.36	1.0%
10 <b>Total Part-time Cr Hr Fees:</b>		<u>\$305.00</u>	<u>\$350.85</u>	<u>\$350.00</u>	<u>\$45.00</u>	<u>14.8%</u>
<b>Summer Fees: (eff. Summer 2019)</b>						
11 Education Fee	**	\$205.29	\$240.68	\$239.31	\$34.02	16.6%
12 Technology Fee	**	9.61	10.30	\$11.12	1.51	15.7%
13 Facilities Fees	**	52.69	51.73	\$61.80	9.11	17.3%
14 Student Activity Fees	**	37.41	33.42	\$37.77	0.36	1.0%
15 <b>Total Summer Fees:</b>		<u>\$305.00</u>	<u>\$336.13</u>	<u>\$350.00</u>	<u>\$45.00</u>	<u>14.8%</u>
<b>Other Student Fees:</b>						
16 Graduate Fees:						
17 Full-time Grad/Prof	**	\$1,428.00		\$1,500.00	\$72.00	5.0%
18 Part-time Graduate/Hour	**	\$85.00		\$98.00	\$13.00	15.3%
19 Nonresident Tuition (in addition to resident)						
20 Nonres Tuition - full time	**	\$15,316.00		\$16,082.00	\$766.00	5.0%
21 Nonres Fees - part-time	**	\$295.00		\$339.00	\$44.00	14.9%
22 Professional Fee:						
23 Undergrad. Nursing	**	\$850.00		\$1,356.00	\$506.00	59.5%
24 Engineering Prog. (pch upper division)	**	\$35.00		\$35.00	\$0.00	0.0%
25 Self-Support Program Fees:						
26 Bachelor Business / Accountancy: Twin Falls	**	\$297.00		\$297.00	\$0.00	0.0%
27 Executive MBA	**	\$1,215.00		\$1,245.00	\$30.00	2.5%
28 MBA Online	**	\$750.00		\$750.00	\$0.00	0.0%
29 Bachelor of Criminal Justice: Twin Falls	**	\$275.00		\$275.00	\$0.00	0.0%
30 Master of Social Work: Twin Falls & N.I.	**	\$400.00		\$400.00	\$0.00	0.0%
31 Bachelor of Social Work: Twin Falls	**	\$275.00		\$275.00	\$0.00	0.0%
32 Graduate Certificate in Conflict Mgmt.	**	\$369.00		\$369.00	\$0.00	0.0%
33 Doctor of Nurse Practice (DNP)	**	\$750.00		\$750.00	\$0.00	0.0%
34 Adult Gerontology Nurse Practitioner (AGNP)	**	\$750.00		\$750.00	\$0.00	0.0%
35 B.S. in Nursing (RN to BSN)	**	\$335.00		\$350.00	\$15.00	4.5%
36 B.S. Respiratory Care (R.R.T. to B.S.)	**	\$300.00		\$300.00	\$0.00	0.0%
37 EdTech Masters and Grad Certificates	**	\$450.00		\$464.00	\$14.00	3.1%
38 EdTech PhD	**	\$564.00		\$581.00	\$17.00	3.0%
39 M.Ed., Specialist in Exec. Ed. Leadership	**	\$420.00		\$420.00	\$0.00	0.0%
40 Math Consulting Teacher Endorsement Cert.	**	\$225.00		\$225.00	\$0.00	0.0%
41 M.A. in Education, Literacy	**	\$375.00		\$375.00	\$0.00	0.0%
42 M.A. in Education, Bilingual / ENL Education	**	\$375.00		\$375.00	\$0.00	0.0%
43 Master of Athletic Leadership	**	\$360.00		\$378.00	\$18.00	5.0%
44 Master of Bilingual Ed/ESL: Canyon Cty	**	\$329.00		\$329.00	\$0.00	0.0%
45 Online Program Fees						
46 BS Imaging Sciences	**	\$395.00		\$395.00	\$0.00	0.0%
47 Grad. Cert. in Healthcare Simulation	**	\$600.00		\$600.00	\$0.00	0.0%
48 Master of Social Work Online	**	\$450.00		\$495.00	\$45.00	10.0%
49 Org. Perf. & Workplace Learn	**	\$450.00		\$450.00	\$0.00	0.0%
50 Cert. in Design Ethnography	**	\$497.00		\$497.00	\$0.00	0.0%
51 B.A., Multi-disciplinary Studies	**	\$340.00		\$350.00	\$10.00	2.9%
52 Bachelor of Applied Science	**	\$340.00		\$350.00	\$10.00	2.9%
53 B.B.A. Management	**	\$335.00		\$350.00	\$15.00	4.5%
54 Bachelor of Public Health	**	\$344.00		\$350.00	\$6.00	1.7%
55 Master of Accountancy	**	\$450.00		\$450.00	\$0.00	0.0%
56 Master of Respiratory Care	**	\$500.00		\$500.00	\$0.00	0.0%
57 Other Fees:						
58 Western Undergrad Exchange	**	\$3,662.00		\$3,846.00	\$184.00	5.0%
59 Tuition over 16 hours (overload fee)	**	\$205.00		\$239.00	\$34.00	16.6%
60 In-service Fees/Cr Hr - Undergrad	**	\$114.00		\$114.00	\$0.00	n/a
61 In-service Fees/Cr Hr - Grad	**	\$143.00		\$143.00	\$0.00	n/a
62 New Student Orientation Fee	**	\$175.00		\$175.00	\$0.00	0.0%

# BOISE STATE UNIVERSITY

Potential Student Fee Revenue Changes for FY 2019  
Due to Enrollment and Fee Changes

Student Fees:	Projected HC/SCH Count		Potential Revenue Generated				Total Rev Chge	
	FY18	FY19	Changes due to Count		Fee Changes		Gen Educ	Local
<b>Full-time Fees:</b>			Gen Educ	Local	Gen Educ	Local	Gen Educ	Local
1 Tuition (Unrestricted)	11,729	11,931	\$1,018,600		\$2,577,300		\$3,595,900	4,811,400
2 Technology Fee	11,729	11,931		46,600		167,000		213,600
3 Facilities Fees	11,729	11,931		255,400		1,133,400		1,388,800
4 Student Activity Fees	11,729	11,931		159,200		512,800		672,000
5 <b>Total Full-time Fees</b>			<u>1,018,600</u>	<u>461,200</u>	<u>2,577,300</u>	<u>1,813,200</u>	<u>3,595,900</u>	<u>2,274,400</u>
<b>Part-time Credit Hour Fees:</b>								
6 Education Fee	49,363	44,919	(\$912,300)		\$1,528,100		\$615,800	
7 Technology Fee	49,363	44,919		(42,700)		67,700		25,000
8 Facilities Fees	49,363	44,919		(234,200)		409,200		175,000
9 Student Activity Fees	49,363	44,919		(166,300)		16,300		(150,000)
10 <b>Total Part-time Cr Hr Fees:</b>			<u>(912,300)</u>	<u>(443,200)</u>	<u>1,528,100</u>	<u>493,200</u>	<u>615,800</u>	<u>50,000</u>
<b>Summer Fees:</b>								
11 Education Fee	27,190	25,831	(279,100)		\$878,800		\$599,700	
12 Technology Fee	27,190	25,831		(13,100)		39,000		25,900
13 Facilities Fees	27,190	25,831		(71,600)		235,300		163,700
14 Student Activity Fees	27,190	25,831		(50,900)		9,300		(41,600)
15 <b>Total Summer Fees:</b>			<u>(279,100)</u>	<u>(135,600)</u>	<u>878,800</u>	<u>283,600</u>	<u>599,700</u>	<u>148,000</u>
<b>Other Student Fees:</b>								
16 Graduate Fees:								
17 Full-time Grad/Prof	667	667	-		\$48,000		\$48,000	
18 Part-time Graduate/Hour	6,956	6,956	-		90,400		90,400	
19 Nonresident Tuition (in addition to resident)								
20 Nonres Tuition - full-time	1,032	982	(765,800)		752,200		(13,600)	
21 Nonres Fees - part-time	5,211	5,211	-		229,300		229,300	
22 Professional Fees:								
23 Undergrad. Nursing	288	288	-			145,700		145,700
24 Engineering Prog. (pch upper division)	9,520	9,520	-			-		-
25 Self-Support Program Fees:								
26 Bachelor Business / Accountancy: Twin Falls	717	673	(13,100)		-		(13,100)	
27 Executive MBA	900	900	-		27,000		27,000	
28 MBA Online	3,677	4,450	579,800		-		579,800	
29 Bachelor of Criminal Justice: Twin Falls	392	384	(2,200)		-		(2,200)	
30 Master of Social Work: Twin Falls & N.I.	1,669	957	(284,800)		-		(284,800)	
31 Bachelor of Social Work: Twin Falls	639	485	(42,400)		-		(42,400)	
32 Graduate Certificate in Conflict Mgmt.	292	320	10,300		-		10,300	
33 Doctor of Nurse Practice (DNP)	319	338	14,300		-		14,300	
34 Adult Gerontology Nurse Practitioner (AGNP)	916	998	61,500		-		61,500	
35 B.S. in Nursing (RN to BSN)	6,982	7,446	155,400		111,700		267,100	
36 B.S. Respiratory Care (R.R.T. to B.S.)	4,127	4,200	21,900		-		21,900	
37 EdTech Masters and Grad Certificates	3,959	3,959	-		55,400		55,400	
38 EdTech PhD	690	690	-		11,700		11,700	
39 M.Ed., Specialist in Exec. Ed. Leadership	414	378	(15,100)		-		(15,100)	
40 Math Consulting Teacher Endorsement Cert.	593	570	(5,200)		-		(5,200)	
41 M.A. in Education, Literacy	354	323	(11,600)		-		(11,600)	
42 M.A. in Education, Bilingual / ENL Education	381	595	80,300		-		80,300	
43 Master of Athletic Leadership	531	512	(6,800)		9,200		2,400	
44 Master of Bilingual Ed/ESL: Canyon Cty	182	212	9,900		-		9,900	
45 Online Program Fees								
46 BS Imaging Sciences	940	1,167	89,700		-		89,700	
47 Grad. Cert. in Healthcare Simulation	126	135	5,400		-		5,400	
48 Master of Social Work Online	6,261	8,683	1,089,900		390,700		1,480,600	
49 Org. Perf. & Workplace Learn	1,900	1,932	14,400		-		14,400	
50 Cert. in Design Ethnography	17	34	8,400		-		8,400	
51 B.A., Multi-disciplinary Studies	872	1,200	111,500		12,000		123,500	
52 Bachelor of Applied Science	761	1,064	103,000		10,600		113,600	
53 B.B.A. Management	774	3,314	850,900		49,700		900,600	
54 Bachelor of Public Health	0	533	183,400		3,200		186,600	
55 Master of Accountancy	185	1,400	546,800		-		546,800	
56 Master of Respiratory Care	0	190	95,000		-		95,000	
57 Other Fees:								
58 Western Undergrad Exchge	1,659	1,659	-		305,300		305,300	
59 Tuition over 16 hours (overload fee)	3,670	3,670	-		124,800		124,800	
60 In-service Fees/Cr Hr - Undergrad			-		-		-	
61 In-service Fees/Cr Hr - Grad	920	920	-		-		-	
62 New Student Orientation Fee	4,200	4,200	-		-		-	
<b>Total Other Student Fees</b>			<u>\$2,332,600</u>	<u>552,200</u>	<u>\$2,016,200</u>	<u>360,700</u>	<u>\$4,348,800</u>	<u>912,900</u>
<b>Total Additional Student Fee Revenue</b>			<u>\$2,159,800</u>	<u>\$434,600</u>	<u>\$7,000,400</u>	<u>\$2,950,700</u>	<u>\$9,160,200</u>	<u>\$3,385,300</u>

## IDAHO STATE UNIVERSITY

Changes to Student Fees for FY 2019  
Annual Full-Time Fees and Part-Time Credit Hours Fees

Student Fees:	Bd Apprv	FY18 Fees	FY19 Initial Notice	FY19 Fees	Requested Change	% Chg.
<b>Full-time Fees:</b>						
1 Tuition	**	\$5,424.60	\$5,645.00	\$5,645.00	\$220.40	4.1%
2 Technology Fee	**	166.80	166.80	166.80	0.00	0.0%
4 Facilities Fees	**	510.00	510.00	510.00	0.00	0.0%
5 Student Activity Fees	**	1,064.60	1,098.20	1,098.20	33.60	3.2%
<b>Total Full-time Fees</b>		<b>\$7,166.00</b>	<b>\$7,420.00</b>	<b>\$7,420.00</b>	<b>\$254.00</b>	<b>3.5%</b>
<b>Part-time Credit Hour Fees:</b>						
8 Education Fee	**	\$307.33	\$318.89	\$318.89	\$11.56	3.8%
10 Technology Fee	**	6.15	6.15	6.15	0.00	0.0%
11 Facilities Fees	**	0.00	0.00	0.00	0.00	0.0%
12 Student Activity Fees	**	45.52	46.96	46.96	1.44	3.2%
<b>Total Part-time Cr Hr Fees:</b>		<b>\$359.00</b>	<b>\$372.00</b>	<b>\$372.00</b>	<b>\$13.00</b>	<b>3.6%</b>
<b>Other Student Fees:</b>						
15 Graduate Fees:						
17 Full-time Tuition/Fees	**	\$7,602.00	\$7,984.00	\$7,984.00	\$382.00	5.0%
18 Full-time Grad Fee	**	\$1,326.00	\$1,392.00	\$1,392.00	\$66.00	5.0%
19 Part-time Tuition/Fees	**	\$380.00	\$400.00	\$400.00	\$20.00	5.3%
20 Part-time Grad Fee	**	\$67.00	\$70.00	\$70.00	\$3.00	4.5%
21 Nonresident Tuition:						
22 Full-time Nonres Tuition	**	\$14,776.00	\$15,520.00	\$15,520.00	\$744.00	5.0%
23 Part-time Nonres Tuition	**	240.00	252.00	252.00	12.00	5.0%
24 Professional Fees:						
25 PharmD - Resident	**	\$10,734.00	\$11,156.00	\$11,156.00	\$422.00	3.9%
26 PharmD - Nonres	**	\$14,940.00	\$15,362.00	\$15,362.00	\$422.00	2.8%
27 Phys Therapy - Resident	**	\$4,320.00	\$4,500.00	\$4,500.00	\$180.00	4.2%
28 Phys Therapy - Nonres	**	\$9,720.00	\$9,720.00	\$9,720.00	\$0.00	0.0%
29 Occu Therapy - Resident	**	\$3,384.00	\$3,585.00	\$3,585.00	\$201.00	5.9%
30 Occu Therapy - Nonres	**	\$7,986.00	\$7,986.00	\$7,986.00	\$0.00	0.0%
31 Physician Assistant - Resident	**	\$20,340.00	\$20,565.00	\$20,565.00	\$225.00	1.1%
32 Physician Assistant - Nonres	**	\$20,625.00	\$20,625.00	\$20,625.00	\$0.00	0.0%
33 Nursing-BSN	**	\$1,780.00	\$1,870.00	\$1,870.00	\$90.00	5.1%
34 Nursing-MSN	**	\$2,150.00	\$2,268.00	\$2,268.00	\$108.00	5.0%
35 Nursing-PhD	**	\$2,170.00	\$2,268.00	\$2,268.00	\$98.00	4.5%
36 Nursing-DNP	**	\$3,880.00	\$4,074.00	\$4,074.00	\$194.00	5.0%
37 Speech Language Path MS (Cr Hr)	**	\$65.00	\$68.00	\$68.00	\$3.00	4.6%
38 Speech Language Online PreProf (Cr Hr)	**	\$255.00	\$262.00	\$262.00	\$7.00	2.7%
39 Speech Language Online MS (Cr Hr)	**	\$480.00	\$490.00	\$490.00	\$10.00	2.1%
40 Audiology AuD (Cr Hr)	**	\$65.00	\$68.00	\$68.00	\$3.00	4.6%
41 Dental Hygiene BS (Junior/Senior)	**	\$2,180.00	\$2,266.00	\$2,266.00	\$86.00	3.9%
42 Dental Hygiene MS-Didactic (Cr Hr)	**	\$150.00	\$155.00	\$155.00	\$5.00	3.3%
43 Dental Hygiene MS-Clinical (Cr Hr)	**	\$349.00	\$349.00	\$349.00	\$0.00	0.0%
44 Dental Hygiene MS-Thesis (Cr Hr)	**	\$260.00	\$268.00	\$268.00	\$8.00	3.1%
45 Counseling-Graduate	**	\$1,098.00	\$1,110.00	\$1,110.00	\$12.00	1.1%
46 Radiographic Science	**	\$830.00	\$850.00	\$850.00	\$20.00	2.4%
47 Clinical Lab Science	**	\$1,420.00	\$1,436.00	\$1,436.00	\$16.00	1.1%
48 Paramedic Science	**	\$1,468.00	\$1,468.00	\$1,468.00	\$0.00	0.0%
49 Dietetics	**	\$2,900.00	\$2,900.00	\$2,900.00	\$0.00	0.0%
50 Social Work BA	**	\$250.00	\$250.00	\$250.00	\$0.00	0.0%
51 Social Work MS	**	\$400.00	\$400.00	\$400.00	\$0.00	0.0%
52 Athletic Training MS	**	\$1,500.00	\$1,500.00	\$1,500.00	\$0.00	0.0%
53 Idaho Dental Education (IDEP)	**	\$27,260.00	\$29,311.00	\$29,311.00	\$2,051.00	7.5%
54 Other Fees:						
55 Western Undergrad Exchge	**	\$3,583.00	\$3,710.00	\$3,710.00	\$127.00	3.5%
56 In-service Fees/Cr Hr - Undergrad	**	\$114.00	\$119.00	\$119.00	\$5.00	4.4%
57 In-service Fees/Cr Hr - Grad	**	\$143.00	\$149.00	\$149.00	\$6.00	4.2%
58 OPF - Community Paramedic Certific	**	\$3,300.00	\$3,300.00	\$3,300.00	\$0.00	0.0%
59 New Student Orientation Fee	**	\$100.00	\$100.00	\$100.00	\$0.00	0.0%

## IDAHO STATE UNIVERSITY

Potential Student Fee Revenue Changes for FY 19  
Due to Enrollment and Fee Changes

Projected			Potential Revenue Generated					
HC/SC/CH Count			Changes due to Count		Fee Changes		Total Rev Chgs	
Student Fees:	FY18	FY19	Gen Educ	Local	Gen Educ	Local	Gen Educ	Local
Full-time Fees:								
1 Tuition	6,232	5,947	(\$1,546,000)		\$1,310,700		(\$235,300)	
2 Technology Fee	6,232	5,947		(47,500)		0		(\$47,500)
4 Facilities Fees	6,232	5,947		(145,400)		0		(\$145,400)
5 Student Activity Fees	6,232	5,947		(303,400)		199,800		(\$103,600)
6 Total Full-time Fees			(\$1,546,000)	(\$496,300)	\$1,310,700	\$199,800	(235,300)	(296,500)
Part-time Credit Hour Fees:								
8 Tuition	37,450	30,870	(\$2,022,200)		\$356,900		(\$1,665,300)	
9 Technology Fee	37,450	30,870		(40,500)		0		(\$40,500)
11 Facilities Fees	37,450	30,870		0		0		\$0
12 Student Activity Fees	37,450	30,870		(299,500)		44,500		(\$255,000)
13 Total Part-time Cr Hr Fees:			(\$2,022,200)	(\$340,000)	\$356,900	\$44,500	(1,665,300)	(295,500)
Other Student Fees:								
Graduate Fees:								
17 Full-time Tuition/Fees	924	935	\$64,500	\$19,200	\$325,800	\$31,400	390,300	\$50,600
18 Full-time Grad Fee	924	935	\$14,600		\$61,700		76,300	\$0
19 Part-time Tuition/Fees	6,012	6,078	21,700	3,400	112,800	8,800	134,500	\$12,200
20 Part-time Grad Fee	6,012	6,078		4,400			22,600	\$0
21 Nonresident Tuition:								
22 Full-time Nonres Tuition	1,116	771	(2,548,900)		\$286,800		(2,262,100)	\$0
23 Part-time Nonres Tuition	1,500	1,176	(77,800)		14,100		(63,700)	\$0
Professional Fees:								
25 PharmD - Resident	278	273		(53,700)		115,200	-	\$61,500
26 PharmD - Nonres	40	61		313,700		25,700	-	\$339,400
27 Phys Therapy - Resident	58	36		(95,000)		6,500	-	(\$88,500)
28 Phys Therapy - Nonres	11	8		(29,200)		0	-	(\$29,200)
29 Occu Therapy - Resident	34	24		(33,800)		4,800	-	(\$29,000)
30 Occu Therapy - Nonres	6	5		(8,000)		0	-	(\$8,000)
31 Physician Assistant - Resident	95	71		(488,200)		16,000	-	(\$472,200)
32 Physician Assistant - Nonres	19	44		515,600		0	-	\$515,600
33 Nursing-BSN	195	204		16,000		18,400	-	\$34,400
34 Nursing-MSN	5	5		0		500	-	\$500
35 Nursing-PhD	14	14		0		1,400	-	\$1,400
36 Nursing-DNP	44	53		34,900		10,300	-	\$45,200
37 Speech Language Path MS (Cr Hr)	1,728	1,723		(300)		5,200	-	\$4,900
38 Speech Language Online PreProf (Cr Hr)	2,513	1,609		(230,500)		11,300	-	(\$219,200)
39 Speech Language Online MS (Cr Hr)	815	780		(16,800)		7,800	-	(\$9,000)
40 Audiology AuD (Cr Hr)	844	874		2,000		2,600	-	\$4,600
41 Dental Hygiene BS (Junior/Senior)	51	55		8,700		4,700	-	\$13,400
42 Dental Hygiene MS-Didactic (Cr Hr)	105	87		(2,700)		400	-	(\$2,300)
43 Dental Hygiene MS-Clinical (Cr Hr)	0	0		0		0	-	\$0
44 Dental Hygiene MS-Thesis (Cr Hr)	62	42		(5,200)		300	-	(\$4,900)
45 Counseling-Graduate	73	75		2,200		900	-	\$3,100
46 Radiographic Science	47	44		(2,500)		900	-	(\$1,600)
47 Clinical Lab Science	59	54		(7,100)		900	-	(\$6,200)
48 Paramedic Science	24	27		4,400		0	-	\$4,400
49 Dietetics	18	18		0		0	-	\$0
50 Social Work BA	58	49		(2,300)		0	-	(\$2,300)
51 Social Work MS	0	25		10,000		0	-	\$10,000
52 Athletic Training MS	8	15		10,500		0	-	\$10,500
53 Idaho Dental Education (IDEP)	8	8		0		16,400	-	\$16,400
Other Fees:								
54 Western Undergrad Exchange	130	147	60,900		18,700		79,600	\$0
55 In-service Fees/Cr Hr - Undergrad	0	0			0			\$0
57 In-service Fees/Cr Hr - Grad	550	273	(39,600)		1,600		(38,000)	\$0
58 OPF - Community Paramedic Certific	20	16		(13,200)		0	-	(\$13,200)
59 New Student Orientation Fee	2,100	2,150		5,000		0	-	\$5,000
60 Total Other Student Fees			(\$2,500,200)	(\$42,900)	\$839,700	\$290,400	(\$1,660,500)	\$247,500
61								
62 Total Additional Student Fee Revenue			(\$6,068,400)	(\$879,200)	\$2,507,300	\$534,700	(\$3,561,100)	(\$344,500)

## LEWIS-CLARK STATE COLLEGE

Changes to Student Fees for FY 2019  
Annual Full-Time Fees and Part-Time Credit Hours Fees

	Bd	FY18	FY19	Requested		
Student Fees:	Apprv	Fees	Initial Notice	FY19 Fees	Change	% Chg.
Full-time Fees:						
Tuition	**	\$5,278.00	\$5,502.00	\$5,502.00	\$224.00	4.2%
Technology Fee	**	70.00	130.00	130.00	60.00	85.7%
Facilities Fees	**	155.00	155.00	155.00	0.00	0.0%
Student Activity Fees (Note A)	**	831.00	831.00	831.00	0.00	0.0%
Total Full-time Fees		\$6,334.00	\$6,618.00	\$6,618.00	\$284.00	4.5%
Part-time Credit Hour Fees:						
Tuition	**	\$283.75	\$294.75	\$294.75	\$11.00	3.9%
Technology Fee	**	4.25	7.25	7.25	3.00	70.6%
Facilities Fees	**	5.00	5.00	5.00	0.00	0.0%
Student Activity Fees (Note A)	**	31.00	31.00	31.00	0.00	0.0%
Total Part-time Cr Hr Fees		\$324.00	\$338.00	\$338.00	\$14.00	4.3%
Summer Fees: (eff. Summer 2018)						
Tuition	**	\$210.75	\$219.25	\$219.25	\$8.50	4.0%
Technology Fee	**	4.25	7.25	7.25	3.00	70.6%
Facilities Fees	**	5.00	5.00	5.00	0.00	0.0%
Student Activity Fees (Note A)	**	104.00	106.50	106.50	2.50	2.4%
Total Summer Cr Hr Fees		\$324.00	\$338.00	\$338.00	\$14.00	4.3%
Other Student Fees:						
Nonresident Tuition:						
Nonres Tuition	**	\$12,076.00	\$12,618.00	\$12,618.00	\$542.00	4.5%
Nonres Tuition-Asotin County	**	\$3,708.00	\$3,874.00	\$3,874.00	\$166.00	4.5%
Professional Fees:						
None						
Other Fees:						
Western Undergrad Exchge	**	\$3,167.00	\$3,309.00	\$3,310.00	\$143.00	4.5%
In-service Fees/Cr Hr - Undergrad	**	\$114.00	\$122.00	\$122.00	\$8.00	7.0%
Overload (20 cr. or more)	**	\$324.00	\$338.00	\$338.00	\$14.00	4.3%

## Change to Fees:

Includes a \$30 increase in the per-semester technology fee (\$60 annually), in order to fund software maintenance increases for the campus enterprise resource planning system.  
Also includes a reallocation of existing fees to support student programming and scholarships.

Full- & part-time fees are effective Fall Semester 2018. Summer fees are effective Summer 2019.

## LEWIS-CLARK STATE COLLEGE

Potential Student Fee Revenue Changes for FY 2018  
Due to Enrollment and Fee Changes

Student Fees:	Projected HC/SCH Count		Potential Revenue Generated				Total Rev Chge	
	FY18	FY19	Changes due to Count		Fee Changes		Total Rev Chge	
Full-time Fees:			Gen Educ	Local	Gen Educ	Local	Gen Educ	Local
Tuition	2,040	2,002	(\$200,600)		\$448,400		\$247,800	
Technology Fee	2,040	2,002		(2,700)		120,100		\$117,400
Facilities Fees	2,040	2,002		(5,900)		0		(\$5,900)
Student Activity Fees	2,040	2,002		(31,600)		0		(\$31,600)
<b>Total Full-time Fees</b>			<b>(\$200,600)</b>	<b>(\$40,200)</b>	<b>\$448,400</b>	<b>\$120,100</b>	<b>\$247,800</b>	<b>\$79,900</b>
<b>Part-time Credit Hour Fees:</b>								
Tuition	11,100	10,718	(\$108,400)		\$117,900		\$9,500	
Technology Fee	11,100	10,718		(1,600)		32,200		\$30,600
Facilities Fees	11,100	10,718		(1,900)		0		(\$1,900)
Student Activity Fees	11,100	10,718		(11,800)		0		(\$11,800)
<b>Total Part-time Cr Hr Fees:</b>			<b>(\$108,400)</b>	<b>(\$15,300)</b>	<b>\$117,900</b>	<b>\$32,200</b>	<b>\$9,500</b>	<b>\$16,900</b>
<b>Summer Credit Hour Fees:</b>								
Tuition	1,662	1,662	\$108,100 (1)		\$14,100		\$122,200	
Technology Fee	1,662	1,662		0		5,000		\$5,000
Facilities Fees	1,662	1,662		0		0		\$0
Student Activity Fees	1,662	1,662		0		4,200		\$4,200
<b>Total Summer Cr Hr Fees</b>			<b>\$108,100</b>	<b>\$0</b>	<b>\$14,100</b>	<b>\$9,200</b>	<b>\$122,200</b>	<b>\$9,200</b>
<b>Other Student Fees:</b>								
Nonresident Tuition:								
Nonres Tuition	100	89	(\$138,900)		\$48,000		(\$90,900)	
Nonres Tuition-Asotin County	100	90	(37,100)		14,900		(\$22,200)	
Professional Fees:								
None								
Other Fees:								
Western Undergrad Exchge	45	36	(26,900)		5,100		(\$21,800)	
In-service Fees/Cr Hr - Undergrad	255	272	1,900		2,200		\$4,100	
Overload (20 cr. or more)	66	67	300		900		\$1,200	
<b>Total Other Student Fees</b>			<b>(\$200,700)</b>	<b>\$0</b>	<b>\$71,100</b>	<b>\$0</b>	<b>(\$129,600)</b>	<b>\$0</b>
<b>Total Additional Student Fee Revenue</b>			<b>(\$401,600)</b>	<b>(\$55,500)</b>	<b>\$651,500</b>	<b>\$161,500</b>	<b>\$249,900</b>	<b>\$106,000</b>

## Change to Fees:

Includes a \$30 increase in the per-semester technology fee (\$60 annually), in order to fund software maintenance increases for the campus enterprise resource planning system.  
Also includes a reallocation of existing fees to support student programming and scholarships.

Full- & part-time fees are effective Fall Semester 2018. Summer fees are effective Summer 2019.

(1) FY18 summer tuition was offered at a discounted rate, the FY19 projected tuition increase reflects the non-discounted rate.

## UNIVERSITY OF IDAHO

Changes to Student Fees for FY 2019  
Annual Full-Time Fees and Part-Time Credit Hours Fees

Student Fees:	Bd Appv	FY18 Fees	FY19 Initial Notice	Requested		% Chg.
				FY19 Fees	Change	
1 Full-time Fees:						
2 Tuition	**	\$ 5,444.36	\$ 6,002.44	\$ 5,778.44	\$334.08	6.1%
3 Technology Fee	**	165.40	165.40	165.40	0.00	0.0%
4 Facilities Fees	**	791.62	791.62	791.62	0.00	0.0%
5 Student Activity Fees	**	1,086.62	1,128.54	1,128.54	41.92	3.9%
6 Total Full-time Fees (See Note A)		7,488.00	8,088.00	7,864.00	376.00	5.0%
7						
8 Part-time Credit Hour Fees:						
9 Undergraduate Tuition	**	\$ 328.50	\$ 358.50	\$ 347.50	\$19.00	5.8%
10 Undergraduate Fees	**	45.50	45.50	45.50	0.00	0.0%
11 Total Part-time Cr Hr Fees: *		\$374.00	\$404.00	\$393.00	\$19.00	5.1%
12						
13 Other Student Fees:						
14 Academic Year Graduate Fees:						
15 Full-Time Tuition	**	\$ 5,444.36	\$ 6,002.44	\$ 5,778.44	\$334.08	6.1%
16 Full-Time Grad Fee	**	1,376.00	1,488.00	1,488.00	\$112.00	8.1%
17 Full-Time Other Fees	**	2,043.64	2,085.56	2,085.56	41.92	2.1%
18 Part-Time Tuition	**	\$ 370.50	\$ 403.50	\$ 391.50	\$21.00	5.7%
19 Part-Time Grad Fee	**	76.00	83.00	83.00	\$7.00	9.2%
20 Part-Time Other Fees	**	45.50	45.50	45.50	0.00	0.0%
21 Nonresident Tuition (See Notes A & B)						
22 Full-Time Tuition (UG & GR)	**	\$16,324.00	\$17,638.00	\$17,636.00	\$1,312.00	8.0%
23 Part-Time Undergrad Tuition	**	817.00	882.00	882.00	\$65.00	8.0%
24 Part-Time Grad Tuition	**	907.00	980.00	979.00	\$72.00	7.9%
25 Other Fees:						
26 Overload Fee (>20 credits)	**	\$ 328.50	\$ 358.50	\$ 347.50	\$19.00	5.8%
27 Western Undergrad Exchge	**	3,744.00	4,044.00	3,932.00	\$188.00	5.0%
28 In-service Fees/Cr Hr - UG	**	\$114.00	\$122.00	\$122.00	\$8.00	7.0%
29 In-service Fees/Cr Hr - UG St	**	\$114.00	\$122.00	\$122.00	\$8.00	7.0%
30 In-service Fees/Cr Hr - Grad	**	\$143.00	\$155.00	\$155.00	\$12.00	8.4%
31 In-service Fees/Cr Hr - Grad :	**	\$143.00	\$155.00	\$155.00	\$12.00	8.4%
32 Professional Fees:						
33 Law College FT	**	\$10,884.00	\$11,634.00	\$11,634.00	\$750.00	6.9%
34 Law College PT	**	605.00	646.00	646.00	\$41.00	6.8%
35 Law College PT Summer	**	605.00	646.00	646.00	\$41.00	6.8%
36 Art & Architecture FT UG & G	**	\$ 1,302.00	\$ 1,302.00	\$ 1,302.00	\$0.00	0.0%
37 Art & Architecture PT Underg	**	65.00	65.00	65.00	\$0.00	0.0%
38 Art & Architecture PT Summe	**	65.00	65.00	65.00	\$0.00	0.0%
39 Art & Architecture PT Grad	**	72.00	72.00	72.00	\$0.00	0.0%
40 Art & Architecture PT Summe	**	72.00	72.00	72.00	\$0.00	0.0%
41 Summer Session (2016)						
42 Part-Time Undergrad Tuition	**	\$ 328.50	\$ 358.50	\$ 347.50	\$19.00	5.8%
43 Part-Time Grad Tuition	**	370.50	403.50	391.50	\$21.00	5.7%
44 Part-Time Grad Fee	**	76.00	83.00	83.00	\$7.00	9.2%
45 Part-Time Other Fees (UG & GR)	**	45.50	45.50	45.50	0.00	0.0%
46 Self-Support Program Fees:						
47 Executive MBA (2 years)	**	\$44,100.00	\$44,100.00	\$44,100.00	\$0.00	0.0%
48 Professional Practices Doctorate (3 y	**	30,000.00	30,000.00	30,000.00	0.00	0.0%
49 Masters of Science Athletic Training (1	**	22,434.00	22,434.00	22,434.00	0.00	0.0%
50 Doctorate Athletic Training (1 yr)	**	19,941.00	19,941.00	19,941.00	0.00	0.0%
51 MOSS Environmental Ed Gra	**	15,656.00	16,282.00	16,282.00	626.00	4.0%
52 MOSS MNR Env Ed/Sci Com	**	19,804.00	20,596.00	20,596.00	792.00	4.0%
53 Doctorate Higher Ed Leadership (4 yr	**	36,000.00	36,000.00	36,000.00	0.00	0.0%
54 New Student Orientation (See Note C)	**	\$100.00	\$100.00	\$100.00	0.00	0.0%

Note A: The university is requesting a total package for non-resident undergraduate students of \$25,726 per academic year. Therefore if the resident tuition and fee package is approved at lower than \$7,940 the non-resident fee will be increased to maintain the \$25,726 total package.

Note B: The university charges a separate one-time \$100 fee charged only to first time undergraduate students.

## UNIVERSITY OF IDAHO

Potential Student Fee Revenue Changes for FY 2019  
Due to Enrollment and Fee Changes

Student Fees:	Projected HC/SCH Count	FY18	FY19	Potential Revenue Generated				Total Rev Chge	
				Changes due to Count		Fee Changes		Gen Educ	Local
1 Full-time Fees:									
2 Tuition	6,671	6,575		(\$525,900)		\$2,196,400		\$1,670,500	
3 Technology Fee	6,671	6,575			(16,000)		0		(\$16,000)
4 Facilities Fees	6,671	6,575			(76,500)		0		(\$76,500)
5 Student Activity Fees	6,671	6,575			(105,000)		275,600		\$170,600
6 Total Full-time Fees				(\$525,900)	(\$197,500)	\$2,196,400	\$275,600	1,670,500	78,100
7									
8 Part-time Credit Hour Fees:									
9 Undergraduate Tuition	4,255	5,105		\$279,100		\$97,000	\$0	\$376,100	
10 Undergraduate Fees	4,255	5,105			38,700		0		\$38,700
11 Total Part-time Cr Hr Fees:				\$279,100	\$38,700	\$97,000	\$0	\$376,100	\$38,700
12									
13 Other Student Fees:									
14 Academic Year Graduate Fees:									
15 Full-Time Tuition	770	808		\$205,700		\$269,900		\$475,600	\$0
16 Full-Time Grad Fee	770	808		52,000		90,500		\$142,500	\$0
17 Full-Time Other Fees	770	808			77,200		33,900	\$0	\$111,100
18 Part-Time Tuition	3,708	4,144		161,400		87,000		\$248,400	\$0
19 Part-Time Grad Fee	3,708	4,144		33,100		29,000		\$62,100	\$0
20 Part-Time Other Fees	3,708	4,144			19,800		0	\$0	\$19,800
21 Nonresident Tuition									
22 Full-Time Tuition (UG & GR)	1,326	1,093		(\$3,799,200)		\$1,434,000		(\$2,365,200)	\$0
23 Part-Time Undergrad Tuition	652	733		65,900		47,600		\$113,500	\$0
24 Part-Time Grad Tuition	820	1,109		262,000		79,800		\$341,800	\$0
25 Other Fees:									
26 Overload Fee (>20 credits)	103	76		(\$9,000)		\$1,400		(\$7,600)	\$0
27 Western Undergrad Exchge	489	629		524,200		118,300		\$642,500	\$0
28 In-service Fees/Cr Hr - UG	17	32		1,700		300		\$2,000	\$0
29 In-service Fees/Cr Hr - UG Summe	7	2		(600)		0		(\$600)	\$0
30 In-service Fees/Cr Hr - Grad	915	924		1,300		11,100		\$12,400	\$0
31 In-service Fees/Cr Hr - Grad Summ	649	528		(17,300)		6,300		(\$11,000)	\$0
32 Professional Fees:									
33 Law College FT	281	294			\$141,500		\$220,500	\$0	\$362,000
34 Law College PT	32	78			27,800		3,200	\$0	\$31,000
35 Law College PT Summer	291	326			21,200		13,400	\$0	\$34,600
36 Art & Architecture FT UG & GR	524	510			(18,800)		0	\$0	(\$18,800)
37 Art & Architecture PT Undergrad	209	197			(800)		0	\$0	(\$800)
38 Art & Architecture PT Summer UG	377	390			800		0	\$0	\$800
39 Art & Architecture PT Grad	69	42			(1,900)		0	\$0	(\$1,900)
40 Art & Architecture PT Summer GR	125	119			(400)		0	\$0	(\$400)
41 Summer Session:									
42 Part-Time Undergrad Tuition	9,584	8,359		(\$402,400)		\$158,800		(\$243,600)	\$0
43 Part-Time Grad Tuition	2,605	2,656		18,900		55,800		\$74,700	\$0
44 Part-Time Grad Fee	2,605	2,656		3,900		18,600		\$22,500	\$0
45 Part-Time Other Fees (UG & GR)	12,189	11,015			(\$3,400)		0	\$0	(\$3,400)
46 Total Other Student Fees				(\$2,898,400)	\$213,000	\$2,408,400	\$271,000	(\$490,000)	\$484,000
47 Total Additional Student Fee Revenue				(\$3,145,200)	\$54,200	\$4,701,800	\$546,600	\$1,556,600	\$600,800
48									
49									
50									
51									
52									
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60									
61									
62									
63									
64									

## G.E. Summary

\$1,556,600  
\$143,600

The count figures indicate changes between FY18 budget and FY19 projections and therefore take into consideration the impact of FY18 actuals as well as anticipated changes for FY19. The revenues shown under Changes Due to Count and Fee Changes reflect net revenues.



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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>DEVELOPMENTS IN K-12 EDUCATION</b>	Information Item
<b>2</b>	<b>SCHOOL HARDSHIP STATUS – ALBION ELEMENTARY SCHOOL</b>	Information Item
<b>3</b>	<b>PROPOSED RULE – IDAPA 08.02.03, RULES GOVERNING THOROUGHNESS - AMAOS</b>	Motion to Approve
<b>4</b>	<b>PROPOSED RULE – DOCKET NO. 08-0202-1801, RULES GOVERNING UNIFORMITY, EDUCATOR CREDENTIAL UPDATES</b>	Motion to Approve
<b>5</b>	<b>PROPOSE RULE – DOCKET NO. 08-0203-1801, RULES GOVERNING THOROUGHNESS, SPECIAL EDUCATION MANUAL (INCORPORATED BY REFERENCE)</b>	Motion to Approve
<b>6</b>	<b>RED TAPE COMMITTEE RECOMMENDATIONS</b>	Motion to Approve

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**SUBJECT**

Developments in K-12 Education

**ALIGNMENT WITH STRATEGIC PLAN**

Goal 2: Educational Attainment

**BACKGROUND/DISCUSSION**

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

- NAEP scores
- eProve Survey Update

**ATTACHMENTS**

Attachment 1 – NAEP Presentation

**BOARD ACTION**

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



# NAEP 2017 Mathematics and Reading Results

Paul D. Kleinert, PhD  
NAEP Coordinator  
Assessment & Accountability  
Idaho State Department of Education



## NAEP Subjects



Civics



Economics



Geography



U.S. History



Mathematics



Music



Reading



Science



Technology &  
Engineering Literacy

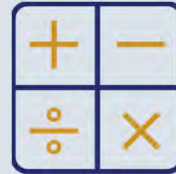


Visual Arts



Writing

# Grade 4 Mathematics Results



## GRADE 4 | MATHEMATICS | 2017

ACHIEVEMENT LEVELS - at or above *Basic*

2017 Idaho percentage at or above *Basic*

**ID 81%**

**11**  
jurisdictions  
↑  
performed  
significantly higher

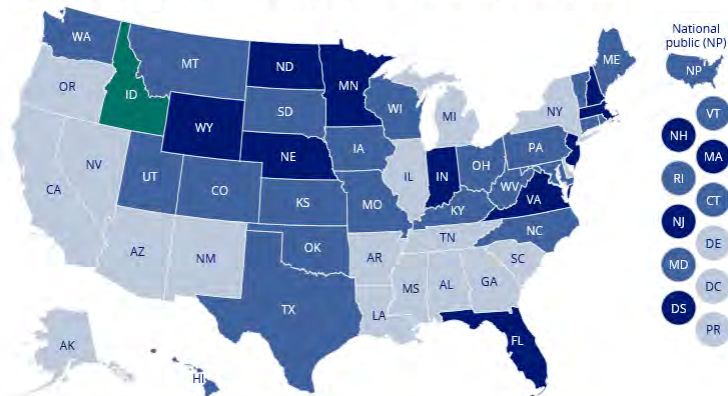
**22**  
jurisdictions  
↕  
not significantly  
different

**19**  
jurisdictions  
↓  
performed  
significantly lower

**0**  
jurisdictions  
⊘  
no assessment /  
data not available

Mathematics, grade 4

Difference in percentage at or above Basic between all jurisdictions and Idaho, for All students [TOTAL], 2017





### Student Group Score Differences

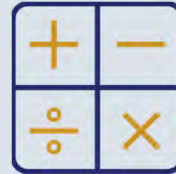
Grade 4 – Differences since 2007

	All Students	Male	Female	Eligible for NSLP	Students with Disabilities	English language learners
Idaho	◆	◆	◆	◆	◆	↓9
National Public	◆	◆	◆	◆	↓7	◆

↑ Higher    ↓ Lower    ◆ No significant change    — Not available

	White	Black	Hispanic	Asian/Pacific Islander	American Indian/Alaska Native	Two or more races
Idaho	◆	—	◆	—	—	—
National Public	◆	◆	↑3	↑4	◆	↑4

# Grade 8 Mathematics Results



## GRADE 8 | MATHEMATICS | 2017

ACHIEVEMENT LEVELS - at or above *Basic*

2017 Idaho percentage at or above *Basic*

**ID 74%**

**6**  
jurisdictions  
↑  
performed  
significantly higher

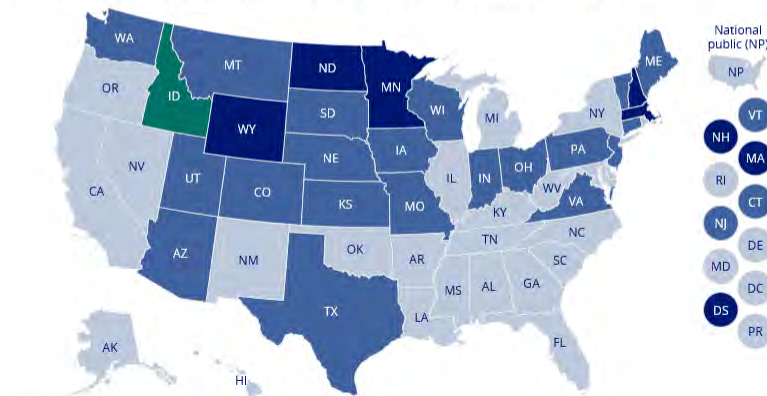
**20**  
jurisdictions  
↕  
not significantly  
different

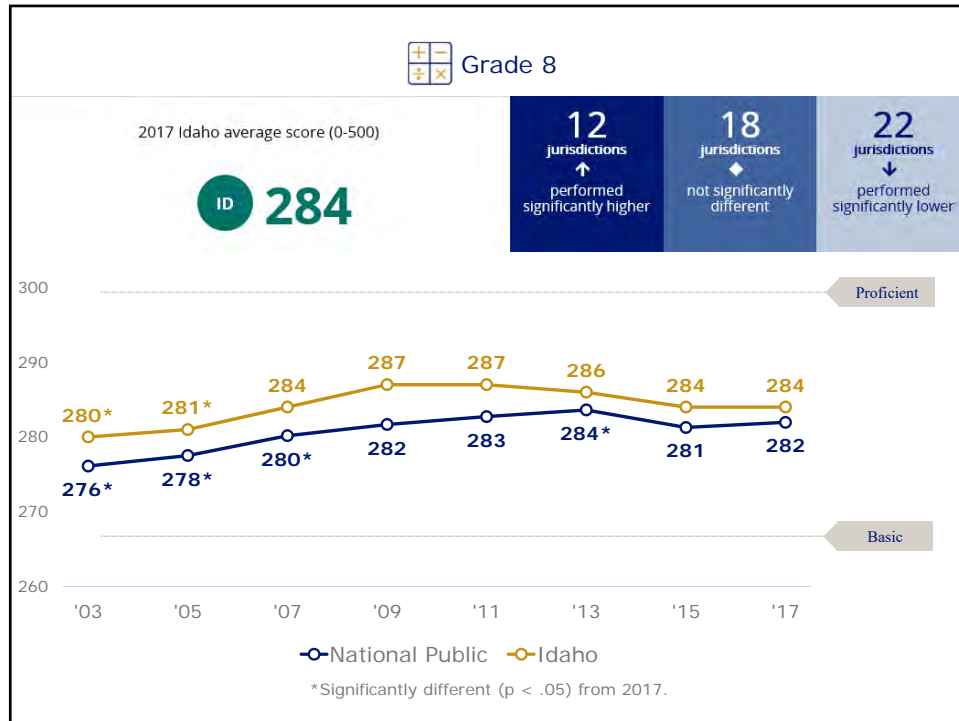
**26**  
jurisdictions  
↓  
performed  
significantly lower

**0**  
jurisdictions  
⊘  
no assessment /  
data not available

Mathematics, grade 8

Difference in percentage at or above Basic between all jurisdictions and Idaho, for All students [TOTAL], 2017





## Student Group Score Differences

Grade 8 – Differences since 2007

	All Students	Male	Female	Eligible for NSLP	Students with Disabilities	English language learners
Idaho	◆	◆	◆	◆	◆	↓16
National Public	↑2	↑1	↑2	↑2	◆	◆

↑ Higher    ↓ Lower    ◆ No significant change    — Not available

	White	Black	Hispanic	Asian/Pacific Islander	American Indian/Alaska Native	Two or more races
Idaho	◆	—	◆	—	—	—
National Public	↑2	◆	↑4	↑13	◆	◆



# Grade 4 Reading Results



## GRADE 4 | READING | 2017

ACHIEVEMENT LEVELS - at or above *Basic*

2017 Idaho percentage at or above *Basic*

**ID 70%**

**6**  
jurisdictions  
↑  
performed  
significantly higher

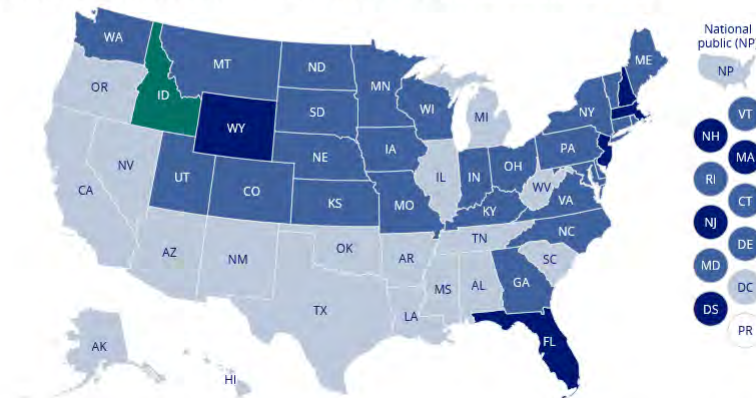
**26**  
jurisdictions  
↔  
not significantly  
different

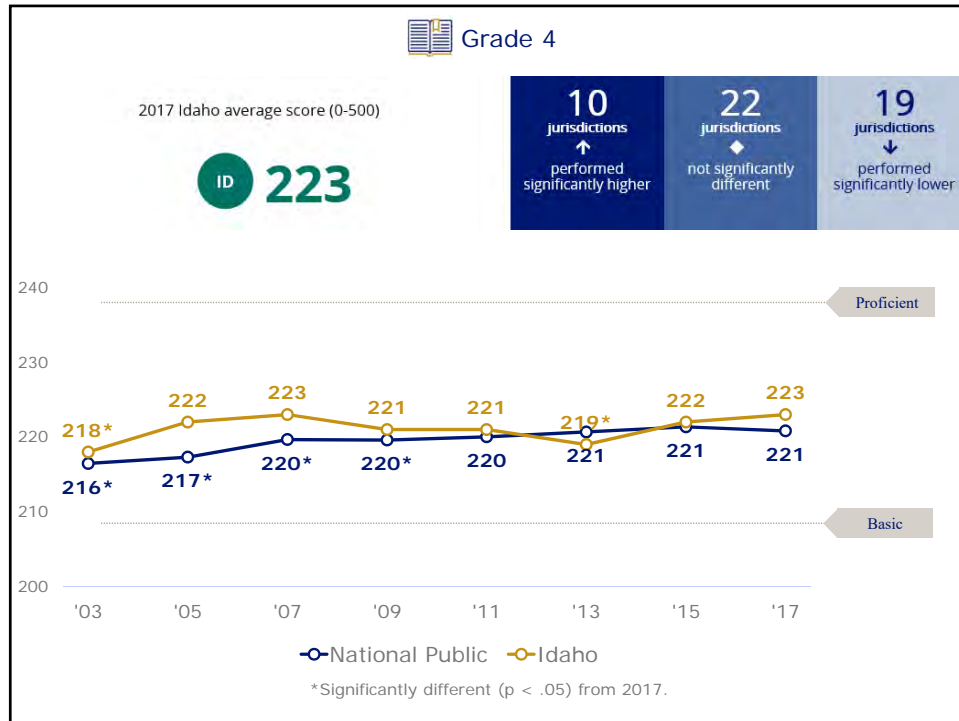
**19**  
jurisdictions  
↓  
performed  
significantly lower

**1**  
jurisdiction  
⊘  
no assessment /  
data not available

Reading, grade 4

Difference in percentage at or above Basic between all jurisdictions and Idaho, for All students [TOTAL], 2017





## Student Group Score Differences

Grade 4 – Differences since 2007

	All Students	Male	Female	Eligible for NSLP	Students with Disabilities	English language learners
Idaho	◆	◆	◆	◆	↓12	↓17
National Public	↑1	↑2	◆	↑3	↓4	◆

↑ Higher    ↓ Lower    ◆ No significant change    — Not available

	White	Black	Hispanic	Asian/Pacific Islander	American Indian/Alaska Native	Two or more races
Idaho	◆	—	◆	—	—	—
National Public	↑1	↑2	↑4	↑7	◆	↑3

# Grade 8 Reading Results



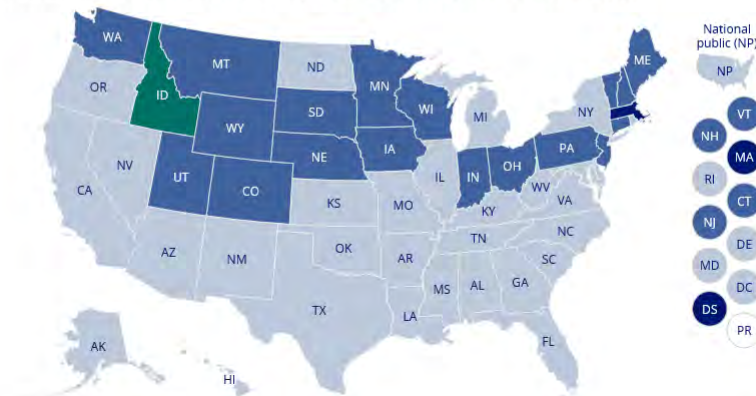
## GRADE 8 | READING | 2017

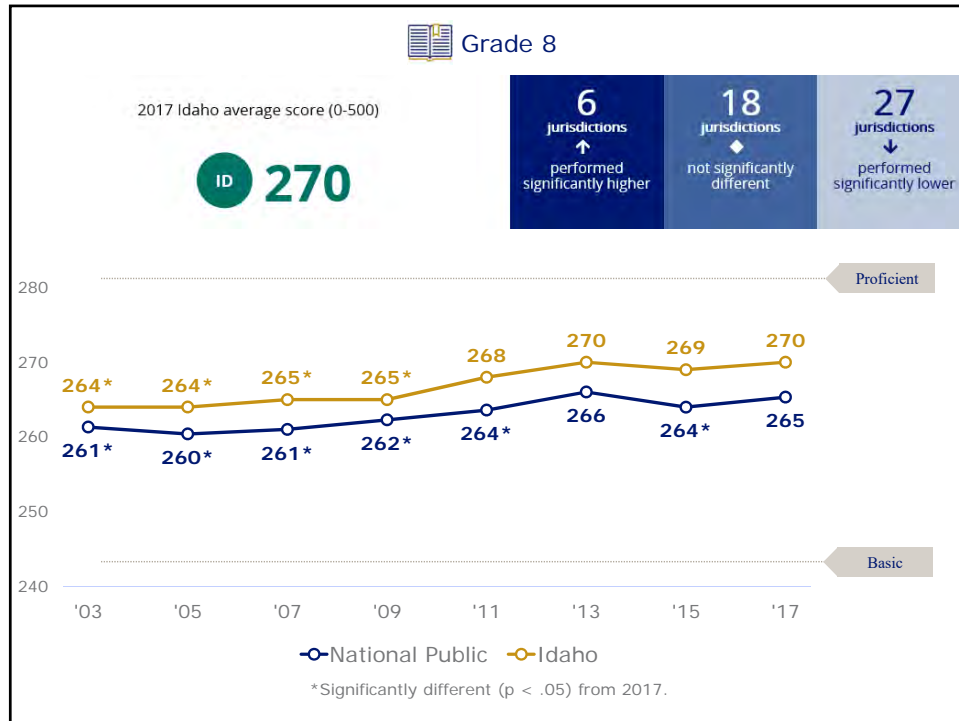
ACHIEVEMENT LEVELS - at or above *Basic*



Reading, grade 8

Difference in percentage at or above Basic between all jurisdictions and Idaho, for All students [TOTAL], 2017





## Student Group Score Differences

Grade 8 – Differences since 2007

	All Students	Male	Female	Eligible for NSLP	Students with Disabilities	English language learners
Idaho	↑5	↑6	↑4	↑4	◆	◆
National Public	↑4	↑4	↑4	↑6	↑5	↑4

↑ Higher    ↓ Lower    ◆ No significant change    — Not available

	White	Black	Hispanic	Asian/Pacific Islander	American Indian/Alaska Native	Two or more races
Idaho	↑5	—	↑12	—	—	—
National Public	↑3	↑5	↑9	↑12	↑4	↑8

**STATE DEPARTMENT OF EDUCATION  
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**SUBJECT**

Hardship Status, Albion Elementary School

**REFERENCE**

June 2015	The Board received an update regarding Albion Elementary School and its continued need for hardship status.
June 2017	The Board received an update regarding Albion Elementary School and its continued need for hardship status

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-1003(2)(b), Idaho Code

**ALIGNMENT WITH STRATEGIC PLAN**

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

**BACKGROUND/DISCUSSION**

At the October 1999 Board meeting, the State Board of Education (Board) approved the request by Cassia County School District, #151, for Albion Elementary School to be designated a hardship elementary school for one year and required an annual report. The Legislature amended Section 33-1003(2)(b), Idaho Code, in 2000 by adding, "An elementary school operating as a previously approved hardship elementary school shall continue to be considered as a separate attendance unit, unless the hardship status of the elementary school is rescinded by the state board of education." Therefore, no action is required unless the Board chooses to rescind the hardship status. Conditions supporting the October 1999 decision to approve the Albion Elementary School as a hardship elementary school have not changed.

**IMPACT**

Cassia County School District #151 would have received approximately \$131,000 less in FY 2018 if Albion Elementary School was not considered a separate school for calculating attendance.

**ATTACHMENTS**

Attachment 1 – Letter from Gaylen Smyer, Ph.D., to Superintendent Ybarra dated April 12, 2018

**STAFF COMMENTS AND RECOMMENDATIONS**

Pursuant to Section 33-1003, Idaho Code, the State Board of Education is authorized to grant an elementary school(s) status as a separate attendance unit, for the purposes of calculating average daily attendance, when "special conditions exist warranting the retention of the school as a separate attendance unit and the retention results in a substantial increase in cost per pupil in average daily

**STATE DEPARTMENT OF EDUCATION**  
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attendance above the average cost per pupil in average daily attendance of the remainder of the district's elementary grade school pupils."

Average daily attendance (ADA) calculations are used to determine the number of support units a school district has, which then in turn affects the amount of funds the school district receives from the state for salary and benefit apportionment and discretionary funds. The average daily attendance calculation is variable based on the number of students a school district has in a specific grade range. As an example, a school district with an elementary school with 170 ADA has an attendance divisor of 20, resulting in 8.5 support units and a hardship school with 18 ADA, has an attendance divisor of 12 resulting in 1.5 support units. The school district would then receive 10 support units for its elementary school students. Using this same example for a school district that does not have a hardship school, the district would have 188 ADA, with a divisor of 20 resulting in 9.4 support units for the school district's elementary students. At \$94,100 (FY17 estimated statewide average) per support unit, the school district in the first example would receive \$941,000 while the school district in the second example would receive \$884,540. These numbers are used for the purposes of providing an example and are not the numbers for any specific school district.

**BOARD ACTION**

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



## CASSIA JOINT SCHOOL DISTRICT 151

3650 OVERLAND • BURLEY, ID 83318-2444 • (208) 878-6600 • FAX (208) 878-4231

12 April 2018

Ryan Cranney  
*Board Chairman*

Heber Loughmiller  
*Vice Chairman*

Jeff Rasmussen  
*Board Member*

Darin Moon  
*Board Member*

Bruce Thompson  
*Board Member*

Dr. Gaylen Smyer  
*Superintendent*

Sandra Miller  
*Assistant Superintendent*

Chris James  
*Fiscal Manager*

Ms. Sherri Ybarra  
Superintendent of Public Instruction  
PO BOX 83720  
Boise, Idaho 83720-0027

Dear Superintendent Ybarra:

In the October, 1999 meeting of the State Board of Education it was noted that Albion Elementary School was granted a *hardship* status by the Board. As noted in the minutes of that meeting of the State Board of Education, this status was granted one year at a time. It was also identified that the State Superintendent be the person responsible to present this request annually to the State Board through the SBOE agenda.

Please accept this letter from Cassia Joint School District #151 as a request for hardship status for Albion Elementary (School Number 111) for the 2018-2019 school year. The approval conditions granted by the State Board of Education at the time of the initial granting have not changed.

Thank you, and the State Board of Education, for your support of the children of Cassia County and Idaho. Please contact me if you need further information.

Sincerely,

Gaylen Smyer, Ph.D.  
Superintendent

CC: Tim Hill  
State Board Office

**STATE DEPARTMENT OF EDUCATION**  
**JUNE 20, 2018**

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**SUBJECT**

Proposed Rule, IDAPA 08.02.03, Rules Governing Thoroughness, Annual Measurable Achievement Objectives (AMAO)

**REFERENCE**

August 12, 2010	Board approved temporary and proposed rules establishing AMAOs and accountability procedures.
November 17, 2010	Board approved pending rule docket no. 08-0203-1001 establishing AMAOs, accountability procedures, and adequate yearly progress definitions.
November 28, 2016	Board approved pending rule docket no. 08-0203-1608, Rules Governing Thoroughness – Comprehensive Assessment Program and Accountability Requirements

**APPLICABLE STATUTE, RULE, OR POLICY**

IDAPA 08.02.03, Rules Governing Thoroughness

**ALIGNMENT WITH STRATEGIC PLAN**

Goal 3: Data-Informed Decision Making

**BACKGROUND/DISCUSSION**

Annual Measurable Achievement Objectives (AMAO) were made obsolete by the Every Student Succeeds Act (ESSA), signed into law December 20, 2015, and the accountability framework in IDAPA 08.02.03.112, approved by State Board of Education November 28, 2016, and accepted by the 2017 Idaho Legislature. To remove obsolete references to AMAOs, proposed changes to IDAPA 08.02.03, Rules Governing Thoroughness, include the following:

- *The Limited English Proficiency Program Annual Measurable Achievement Objectives (AMAOs) and Accountability Procedures*, a document incorporated by reference in subsection 004.03, is removed.
- Subsections 112.05.a and 112.05.b are amended to reflect the removal of the incorporated document at subsection 004.03.
- The subsection specific to AMAOs, 112.06, is removed.

This proposed rule has not been negotiated, as the changes are simple in nature. The Administrative Rules Request Form for this action was approved April 30, 2018 by the Governor's Office.

**IMPACT**

This rulemaking action brings IDAPA into alignment with ESSA. Additionally, Title III funded local education agencies will benefit from not having two accountability structures.

**ATTACHMENTS**

Attachment 1 – IDAPA 08.02.03 Proposed Rule Language Amendments



**STATE DEPARTMENT OF EDUCATION**  
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**STAFF COMMENTS AND RECOMMENDATIONS**

In August 2006, the Board adopted the first Title III/Limited English Proficiency Accountability Plan in compliance with the No Child Left Behind Act of 2001, Title III, Part A, Section 3113(b)(2) and Title I, Part A, Section 1111(b)(7). This included the Limited English Proficiency Program AMAOs, the AMAOs were last amended by the Board in 2011. With the adoption of the Every Student Succeeds Act in 2015, Idaho was no longer required to set AMAOs for this program. With the changes the Board has made to the state accountability system and statewide assessment program since 2015, AMAOs are now obsolete and should be removed from Administrative Code.

The negotiated rulemaking process may include up to three opportunities for public engagement and comment. Pursuant to Section 67-5220, Idaho Code, agencies must determine whether negotiated rulemaking is feasible. If an agency determines a rulemaking is simple in nature and non-controversial they may determine that negotiated rulemaking is not feasible and may eliminate the first step in the rule promulgation process. The publishing of a notice of intent to promulgate rules giving interested parties the opportunity to provide input prior to the proposed rule being presented to the Board. If this step is removed, the public has two additional opportunities to provide comments. Approved proposed rules have a 21-day public comment period, following publication in the Administrative Bulletin, prior to becoming pending rules. Based on received comments and Board direction, changes may be made to proposed rules prior to entering the pending stage. All pending rules will be brought back to the Board for approval prior to submittal to the Department of Administration for publication in the Idaho Administrative Rules Bulletin as a pending rule. Pending rules are forwarded to the legislature for consideration during the next session and become effective at the end of the legislative session in which they are reviewed, if they are not rejected by the legislature.

Staff recommends approval.

**BOARD ACTION**

I move to approve the proposed rule amendment to IDAPA 08.02.03, Rules Governing Thoroughness, as submitted in Attachment 1.

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

**IDAPA 08  
TITLE 02  
CHAPTER 03**

**08.02.03 – RULES GOVERNING THOROUGHNESS**

**000. LEGAL AUTHORITY.**

All rules in this Thoroughness chapter (IDAPA 08.02.03) are promulgated pursuant to the authority of the State Board of Education under Article IX, Section 2 of the Idaho Constitution and under sections 33-116, 33-118, and 33-1612, Idaho Code. Specific statutory references for particular rules are also noted as additional authority where appropriate. (4-5-00)

**001. TITLE AND SCOPE.**

**01. Title.** These rules shall be known as IDAPA 08.02.03 “Rules Governing Thoroughness.” (4-5-00)

**02. Scope.** These rules shall govern the thorough education of all public school students in Idaho. (4-5-00)

**002. WRITTEN INTERPRETATIONS.**

Any written interpretations are on file at the office of the State Board of Education at 650 West State Street, Boise, Idaho 83702. (3-15-02)

**003. ADMINISTRATIVE APPEALS.**

Unless otherwise provided for in the Rules of the State Board of Education or in the State Board of Education Governing Policies and Procedures, all administrative appeals allowed by law shall be conducted pursuant to the Idaho Administrative Procedure Act and IDAPA 04.11.01, “Idaho Rules of Administrative Procedure of the Attorney General.” (4-5-00)

**004. INCORPORATION BY REFERENCE.**

The following documents are incorporated into this rule: (3-30-07)

**01. The Idaho Content Standards.** The Idaho Content Standards as adopted by the State Board of Education. Individual subject content standards are adopted in various years in relation to the curricular materials adoption schedule. Copies of the document can be found on the State Board of Education website at <https://boardofed.idaho.gov>. (3-29-10)

**a.** Arts and Humanities Categories: (3-24-17)

**i.** Dance, as revised and adopted on August 11, 2016; (3-24-17)

**ii.** Interdisciplinary Humanities, as revised and adopted on August 11, 2016; (3-24-17)

**iii.** Media Arts, as adopted on August 11, 2016. (3-24-17)

**iv.** Music, as revised and adopted on August 11, 2016; (3-24-17)

**v.** Theater, as revised and adopted on August 11, 2016; (3-24-17)

**vi.** Visual Arts, as revised and adopted on August 11, 2016; (3-24-17)

**vii.** World languages, as revised and adopted on August 11, 2016. (3-24-17)

- b.** Computer Science, adopted on November 28, 2016. (3-24-17)
- c.** Driver Education, as revised and adopted on August 10, 2017. (3-28-18)
- d.** English Language Arts/Literacy, as revised and adopted on November 28, 2016. (3-24-17)
- e.** Health, as revised and adopted on August 11, 2016. (3-24-17)
- f.** Information and Communication Technology, as revised and adopted on August 10, 2017. (3-28-18)
- g.** Limited English Proficiency, as revised and adopted on August 21, 2008. (3-29-10)
- h.** Mathematics, as revised and adopted on August 11, 2016. (3-24-17)
- i.** Physical Education, as revised and adopted on August 11, 2016. (3-24-17)
- j.** Science, as revised and adopted on August 10, 2017. (3-28-18)
- k.** Social Studies, as revised and adopted on November 28, 2016. (3-24-17)
- l.** College and Career Readiness Competencies adopted on June 15, 2017. (3-28-18)
- m.** Career Technical Education Categories: (3-29-17)
  - i. Agricultural and Natural Resources, as revised and adopted on August 31, 2017. (3-28-18)
  - ii. Business and Marketing Education, as revised and adopted on August 31, 2017. (3-28-18)
  - iii. Engineering and Technology Education, as revised and adopted on August 31, 2017. (3-28-18)
  - iv. Health Sciences, as adopted on August 31, 2017. (3-28-18)
  - v. Family and Consumer Sciences, as revised and adopted on August 31, 2017. (3-28-18)
  - vi. Skilled and Technical Sciences, as revised and adopted on August 31, 2017. (3-28-18)
  - vii. Workplace Readiness, as adopted on June 16, 2016. (3-29-17)

**02. The English Language Development (ELD) Standards.** The World-Class Instructional Design and Assessment (WIDA) 2012 English Language Development (ELD) Standards as adopted by the State Board of Education on August 16, 2012. Copies of the document can be found on the WIDA website at [www.wida.us/standards/eld.aspx](http://www.wida.us/standards/eld.aspx). (4-4-13)

~~**03. The Limited English Proficiency Program Annual Measurable Achievement Objectives (AMAOs) and Accountability Procedures.** The Limited English Proficiency Program Annual Measurable Achievement Objectives and Accountability Procedures as adopted by the State Board of Education on November 11, 2009. Copies of the document can be found on the State Department of Education website at [www.sde.idaho.gov](http://www.sde.idaho.gov). (4-7-11)~~

**0403. The Idaho English Language Proficiency Assessment (ELPA) Achievement Standards.** The Idaho English Language Proficiency Assessment (ELPA) Achievement Standards as adopted by the State Board of Education on October 18, 2017. Copies of the document can be found on the State Board of Education website at <https://boardofed.idaho.gov>. (3-28-18)

**~~05~~04. The Idaho Standards Achievement Tests (ISAT) Achievement Level Descriptors.** Achievement Level Descriptors as adopted by the State Board of Education on April 14, 2016. Copies of the document can be found on the State Board of Education website at <https://boardofed.idaho.gov>. (3-29-17)

**~~06~~05. The Idaho Extended Content Standards.** The Idaho Extended Content Standards as adopted by the State Board of Education on August 10, 2017. Copies of the document can be found at the State Board of Education website at <https://boardofed.idaho.gov>. (3-28-18)

**~~07~~06. The Idaho Content Standards Core Content Connectors.** The Idaho Content Standards Core Content Connectors as adopted by the State Board of Education on August 10, 2017. Copies of the document can be found at the State Board of Education website at <https://boardofed.idaho.gov>. (3-28-18)

a. English Language Arts, as adopted by the State Board of Education on August 10, 2017. (3-28-18)

b. Mathematics, as adopted by the State Board of Education on August 10, 2017. (3-28-18)

**~~08~~07. The Idaho Alternate Assessment Achievement Standards.** Alternate Assessment Achievement Standards as adopted by the State Board of Education on October 18, 2017. Copies of the document can be found on the State Board of Education website at <https://boardofed.idaho.gov>. (3-28-18)

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

**~~10~~09. The Idaho Standards for Infants, Toddlers, Children, and Youth Who Are Blind or Visually Impaired.** As adopted by the State Board of Education on October 11, 2007. Copies of the document can be found on the State Board of Education website at <https://boardofed.idaho.gov>. (4-2-08)

**~~11~~10. The Idaho Special Education Manual.** The Idaho Special Education Manual as adopted by the State Board of Education on August 10, 2017. Copies of the document can be found on the State Board of Education website at <https://boardofed.idaho.gov>. (3-28-18)

## **BREAK IN CONTINUITY OF SECTIONS**

### **112. ACCOUNTABILITY**

School district, charter school district and public charter school accountability will be based on multiple measures aimed at providing meaningful data showing progress toward interim and long-term goals set by the State Board of Education for student achievement and school improvement. The state accountability framework will be used to meet both state and federal school accountability requirements and will be broken up by school category and include measures of student academic achievement and school quality as determined by the State Board of Education. (3-29-17)

**01. School Category.** (3-29-17)

a. Kindergarten through grade eight (K-8): Schools in this category include elementary and middle schools as defined in Subsection 112.05.f. (3-29-17)

b. High Schools, not designated as alternative high schools, as defined in Subsection 112.05.f. (3-29-17)

c. Alternative High Schools. (3-29-17)

**02. Academic Measures by School Category.** (3-29-17)

## ATTACHMENT 1

- TAB 3 Attachments 1 Page 4**

- b. High School:** (3-29-17)
- i. College and career readiness determined through a combination of students participating in advanced opportunities, earning industry recognized certification, and/or participation in recognized high school apprenticeship programs. (3-29-17)
  - ii. State satisfaction and engagement survey administered to parents, students, and teachers (effective starting in the 2018-2019 school year). (3-29-17)
  - iii. Students in grade 9 enrolled in algebra I or higher. (3-29-17)
  - iv. Communication with parents on student achievement (effective starting in the 2018-2019 school year). (3-29-17)
- c. Alternative High School:** (3-29-17)
- i. Credit recovery and accumulation. (3-29-17)
  - ii. College and career readiness determined through a combination of students participating in advanced opportunities, earning industry recognized certification, and/or participation in recognized high school apprenticeship programs. (3-29-17)
  - iii. State satisfaction and engagement survey administered to parents, students, and teachers (effective starting in the 2018-2019 school year). (3-29-17)
  - iv. Communication with parents on student achievement (effective starting in the 2018-2019 school year). (3-29-17)
- 04. Reporting.** Methodologies for reporting measures and determining performance will be set by the State Board of Education. (3-29-17)
- 05. Annual Measurable Progress Definitions.** For purposes of calculating and reporting progress, the following definitions shall be applied. (3-29-17)
- a.** ISAT Student Achievement Levels. There are four (4) levels of student achievement for the ISAT: Below Basic, Basic, Proficient, and Advanced. Definitions for these levels of student achievement are adopted by reference in Subsection Section 004.05 of these rules. (4-2-08 \_\_\_\_\_)
- b.** Idaho's English Language Assessment Proficiency Levels. There are six (6) levels of language proficiency for students testing on the Idaho English Language Assessment: Level 1, Level 2, Level 3, Level 4, Level 5, and Level 6. Definitions for these levels of language proficiency are adopted by reference in Subsections Section 004.02 and 004.04. of these rules. (3-29-17 \_\_\_\_\_)
- c.** Annual Measurable Progress. (3-29-17)
- i. ISAT Proficiency is defined as the number of students scoring proficient or advanced on the spring on-grade level ISAT. (3-29-17)
  - ii. The State Department of Education will make determinations for schools and districts each year. Results will be given to the districts at least one (1) month prior to the first day of school. (3-29-17)
  - iii. The State Board of Education will set long-term goals and measurements of interim progress targets toward those goals. The baseline for determining measurable student progress will be set by the State Board of Education and shall identify the amount of growth (percentage of students reaching proficiency) required for each intermediate period. (3-29-17)

**d. Full Academic Year (continuous enrollment). (3-20-04)**

i. A student who is enrolled continuously in the same public school from the end of the first eight (8) weeks or fifty-six (56) calendar days of the school year through the state approved spring testing administration period, not including the make-up portion of the test window, will be included in the calculation to determine if the school achieved progress in any statewide assessment used for determining proficiency. A student is continuously enrolled if the student has not transferred or dropped-out of the public school. Students who are serving suspensions are still considered to be enrolled students. (3-29-17)

ii. A student who is enrolled continuously in the school district from the first eight (8) weeks or fifty-six (56) calendar days of the school year through the state approved spring testing administration period, not including the make-up portion of the test window, will be included when determining if the school district has achieved AYP. (4-2-08)

iii. A student who is enrolled continuously in a public school within Idaho from the end of the first eight (8) weeks or fifty-six (56) calendar days of the school year through the state approved spring testing administration period, not including the make-up portion of the test window, will be included when determining if the state has achieved progress in any statewide assessment used for determining proficiency. (3-29-17)

**e. Participation Rate. (3-20-04)**

i. Failure to include ninety-five percent (95%) of all students and ninety-five percent (95%) of students in designated subgroups automatically identifies the school as not having achieved measurable progress in ISAT proficiency. The ninety-five percent (95%) determination is made by dividing the number of students assessed on the Spring ISAT by the number of students reported on the class roster file for the Spring ISAT. (3-29-17)

(1) If a school district does not meet the ninety-five percent (95%) participation target for the current year, the participation rate can be calculated by the most current three (3) year average of participation. (4-6-05)

(2) Students who are absent for the entire state-approved testing window because of medical reasons or are homebound are exempt from taking the ISAT if such circumstances prohibit them from participating. Students who drop out, withdraw, or are expelled prior to the beginning of the final makeup portion of the test window are considered exited from the school. (4-7-11)

ii. For groups of ten (10) or more students, absences for the state assessment may not exceed five percent (5%) of the current enrollment or two (2) students, whichever is greater. Groups of less than ten (10) students will not have a participation determination. (3-20-04)

**f. Schools.** As used in this section, schools refers to any school within a school district or charter school district and public charter schools. (3-29-17)

i. An elementary school includes a grade configuration of grades Kindergarten (K) through six (6) inclusive, or any combination thereof. (3-20-04)

ii. A middle school is a school that does not meet the definition of an elementary school and contains grade eight (8) but does not contain grade twelve (12). (4-6-05)

iii. A high school is any school that contains grade twelve (12). (3-20-04)

iv. An alternative high school is any school that contains grade twelve (12) and meets the requirements of Section 110 of these rules. (3-29-17)

v. The accountability of public schools without grades assessed by this system (i.e., K-2 schools) will be based on the third grade test scores of the students who previously attended that feeder school. (3-20-04)

vi. A “new school” for purposes of accountability is a wholly new entity receiving annual measurable progress determinations for the first time, or a school with a significant student population change as a result of schools being combined or geographic boundaries changing, or a result of successful school restructuring sanctioned by the Office of the State Board of Education. (3-29-17)

g. Subgroups. Scores on the ISAT must be disaggregated and reported by the following subgroups: (3-20-04)

i. Race/Ethnicity - Black/African American, Asian, Native Hawaiian/Pacific Islander, White, Hispanic/Latino Ethnicity, American Indian/Alaska Native. (3-20-04)

ii. Economically disadvantaged - identified through the free and reduced lunch program. (3-20-04)

iii. Students with disabilities - individuals who are eligible to receive special education services through the Individuals with Disabilities Education Act (IDEA). (3-20-04)

iv. Limited English Proficient - individuals who do not score proficient on the state-approved language proficiency test and meet one (1) of the following criteria: (4-11-15)

(1) Individuals whose native language is a language other than English; or (4-6-05)

(2) Individuals who come from environments where a language other than English is dominant; or (4-6-05)

(3) Individuals who are American Indian and Alaskan natives and who come from environments where a language other than English has had a significant impact on their level of English language proficiency, and who, by reason thereof, have sufficient difficulty speaking, reading, writing, or understanding the English language to deny such individuals the opportunity to learn successfully in classrooms, where the language of instruction is English. (4-6-05)

h. Graduation Rate. The graduation rate will be based on the rate of the cohort of students entering grade nine (9) during the same academic year and attending or exiting the school within a four (4) year or five (5) year period as applicable to the measure being determined. In determining the graduation cohort the school year shall include the students who complete graduation requirements prior to the start of the school district or charter schools next fall term. School districts may only report students as having graduated if the student has met, at a minimum, the state graduation requirements, pursuant to Section 105, and will not be returning to the school in following years to complete required academic course work. The State Board of Education will establish a target for graduation. All high schools must meet the target or make sufficient progress toward the target each year, as determined by the State Board of Education. The graduation rate will be disaggregated by the subgroups listed in Subsection 112.04.d. (3-29-17)

i. Additional Academic Indicator. The State Board of Education will establish a target for all additional academic and school quality measures. All schools must maintain or make progress toward the additional academic and school quality measure target each year. The additional academic and school quality measure targets will be disaggregated by the subpopulations listed in Subsection 112.04.d. (3-29-17)

~~06. Annual Measurable Achievement Objectives (AMAOs). Local school districts are responsible for ensuring district progress of Limited English Proficient (LEP) students in their acquisition of English. Progress and proficiency are measured by Idaho’s English language assessment and determined based on three (3) AMAOs:~~ (3-29-17)

~~a. Annual increases in the percent or number of LEP students making progress in acquiring English language proficiency;~~ (4-2-08)

~~b. Annual increases in the percent or number of LEP students attaining English language proficiency by the end of the school year; and~~ (4-2-08)



~~c. Each school district must make Adequate Yearly Progress for LEP students on the spring ISAT.~~

~~(4-2-08)~~

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**PROFESSIONAL STANDARDS COMMISSION**

**SUBJECT**

Proposed Rule, Docket No. 08-0202-1801, Rules Governing Uniformity

**REFERENCE**

June 2016	Board approved proposed amendments to the Idaho Standards for Initial Certification of Professional School Personnel and to IDAPA 08.02.02.004, .015, .022, .023, and .024
August 2017	Board approved proposed amendments to the Idaho Standards for Initial Certification of Professional School Personnel and proposed rule Docket No. 08-0202-1701

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, Section IV.B.9.b. Standards for the Initial Certification of Professional School Personnel  
Sections 33-114, 33-1254, 33-1258, Idaho Code  
IDAPA 08.02.02, Rules Governing Uniformity

**ALIGNMENT WITH STRATEGIC PLAN**

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

**BACKGROUND/DISCUSSION**

The Professional Standards Commission (PSC) follows a Strategic Plan of annually reviewing twenty percent (20%) of the Idaho Standards for Initial Certification of Professional School Personnel. Committees of content experts reviewed and recommended revisions to the following certificates and endorsements: school nurse, teacher librarian, teacher leader, gifted and talented, English, online teacher, and literacy.

All revisions to standards and endorsements, made to better align with national standards and best practices, were presented to the PSC for consideration. The PSC recommends approval of all of the committees' proposed endorsement revisions, including definitions for clinical experience.

In addition, the PSC recommends two new endorsements for middle school composite areas. The Middle School Social Studies (5-9) endorsement allows the individual to be assigned any 5<sup>th</sup> through 9<sup>th</sup> grade social studies content area. The Middle School Science (5-9) endorsement allows the individual to be assigned courses within all 5<sup>th</sup> through 9<sup>th</sup> grade science content.

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A Notice of Intent to Promulgate Rules was published in the February 7, 2018, edition of the Administrative Bulletin. While the Department received no requests for a public meeting, the Department pursued conversation with and solicited feedback from education stakeholders. As a result of negotiated rulemaking with stakeholders, revisions are proposed to the renewal requirement for Pupil Service Staff Certificate holders who also hold a professional license through the Bureau of Occupational Licenses. The proposed revisions allow continuing education units recognized by the Bureau of Occupational Licenses that apply toward renewal of the professional license to apply toward the renewal of the Pupil Service Staff Certificate.

**IMPACT**

The revisions to IDAPA 08.02.02, Rules Governing Uniformity, and the Idaho Standards for Initial Certification of Professional School Personnel will enable Idaho universities and colleges to better prepare teachers according to these updated initial certification standards and endorsements.

**ATTACHMENTS**

Attachment 1 – Proposed changes to IDAPA 08.02.02, Rules Governing Uniformity

Attachment 2 – Idaho Standards for Initial Certification of Professional School Personnel

**STAFF COMMENTS AND RECOMMENDATIONS**

In addition to the amendments proposed by the Professional Standards Commission, the amended rule includes two technical corrections reordering the All Subjects (K-8), Blended Elementary Education/Elementary Special Education (4-6), and Physics (5-9 or 6-12) endorsements to list them in alphabetical order. The “Consulting Teacher/Teacher Leader endorsement is being renamed “Teacher Leader” and being moved to section 024. Endorsements M-Z. Additionally, the Teacher Leader Endorsement was expanded to include Instructional Specialist and Literacy areas. The Teacher Leader endorsement is an optional endorsement for instructional staff who wish to be recognized for their expertise in these areas.

Once approved by the Board, the proposed rule will be published in the administrative bulletin and a 21-day public comment period commences. Unlike the negotiated rulemaking meetings the public comment period only requires the public be given an opportunity to comment on what has already been drafted. Formal public hearings may also be conducted as part of the 21-day comment period. Following the close of the public comment period changes may be made to the proposed rule in response to the comments received. The rule is then brought back to the Board, with changes if applicable, as a pending rule. If the pending rule is approved by the Board it is published again in the Administrative Bulletin as a pending (final) rule and forwarded to the Legislature for consideration.

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**BOARD ACTION**

I move to approve the revised Idaho Standards for Initial Certification of Professional School Personnel as submitted in Attachment 2.

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

I move to approve Proposed Rule Docket No. 08-0202-1801, Rules Governing Uniformity, as submitted in Attachment 1.

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

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**ATTACHMENT 1**

**IDAPA 08  
TITLE 02  
CHAPTER 02**

**08.02.02 – RULES GOVERNING UNIFORMITY**

**000. LEGAL AUTHORITY.**

All rules in IDAPA 08.02.02, “Rules Governing Uniformity,” are promulgated pursuant to the authority of the State Board of Education under Article IX, Section 2 of the Idaho Constitution and under Sections 33-105, 33-107, 33-116, and 33-1612, Idaho Code. Specific statutory references for particular rules are also noted as additional authority where appropriate. (7-1-02)

**001. TITLE AND SCOPE.**

**01. Title.** These rules shall be known as IDAPA 08.02.02, “Rules Governing Uniformity.” (4-5-00)

**02. Scope.** Uniform standards and governance by the State Board of Education pertinent to Teacher Certification, School Facilities, Accreditation, Transportation, School Release Time, Driver’s Education and Juvenile Detention Centers. (7-1-02)

**002. WRITTEN INTERPRETATIONS.**

In accordance with Section 67-5201(19)(b)(iv), Idaho Code, any written interpretations of the rules of this chapter are available at the Office of the State Board of Education located at 650 W. State St., Room 307, Boise, Idaho 83702. (7-1-02)

**003. ADMINISTRATIVE APPEALS.**

Unless otherwise provided for in these rules, administrative appeals are by written application to the State Board of Education pursuant to IDAPA 08.01.01, “Rules of the State Board of Education and Board of Regents of the University of Idaho – Administrative Procedures and Records,” Section 050. (3-14-05)

**004. INCORPORATION BY REFERENCE.**

The State Board of Education adopts and incorporates by reference into its rules: (5-8-09)

**01. Idaho Standards for the Initial Certification of Professional School Personnel as approved on August 31, 2017 June 20, 2018.** Copies of this document can be found on the Office of the State Board of Education website at <https://boardofed.idaho.gov>. (3-28-18)( )

**02. Standards for Idaho School Buses and Operations as approved on November 15, 2017.** The Standards for Idaho School Buses and Operations are available at the Idaho State Department of Education, 650 W. State St., Boise Idaho, 83702 and can also be accessed electronically at <https://boardofed.idaho.gov>. (3-28-18)

**03. Operating Procedures for Idaho Public Driver Education Programs as approved on June 16, 2016.** The Operating Procedures for Idaho Public Driver Education Programs are available at the Idaho State Department of Education, 650 W. State St., Boise, Idaho, 83702 and can also be accessed electronically at <https://boardofed.idaho.gov>. (3-29-17)

**005. OFFICE -- OFFICE HOURS -- MAILING AND STREET ADDRESS.**

The principal place of business of the State Board of Education (SBOE) and State Department of Education (SDE) is in Boise, Idaho. Both offices are located at 650 W. State, Boise Idaho 83702. The SDE is on the 2nd Floor, the SBOE is found in Room 307. Both offices are open from 8 a.m. to 5 p.m., except Saturday, Sunday, and legal holidays. The mailing address for the SBOE is PO Box 83720, Boise, ID 83720-0037. The mailing address for the SDE is PO Box

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83720, Boise, ID 83720-0027. The SBOE phone number is (208) 334-2270 and the SDE phone number is (208) 332-6800. (3-25-16)

**006. PUBLIC RECORDS ACT COMPLIANCE.**

This rule has been promulgated in accordance with the Administrative Procedures Act, Title 67, Chapter 52, Idaho Code, and is a public record. (7-1-02)

**007. DEFINITIONS.**

**01. Active Teacher.** K-12 teacher with a valid Idaho certificate who is currently teaching in an Idaho K-12 classroom or school, either in person or online. (3-29-17)

**02. Alternative Routes.** Routes to teacher certification designed for candidates who want to enter the teaching profession from non-education professions or the paraprofessional profession, or for teachers lacking certification in a specific area defined as an emergency district need. (3-29-17)

**03. Clinical Experience.** Guided, hands-on, practical applications and demonstrations of professional knowledge of theory to practice, skills, and dispositions through collaborative and facilitated learning in field-based assignments, tasks, activities, and assessments across a variety of settings. Clinical experience includes field experience and clinical practice as defined in this section. ( )

**04. Clinical Practice.** Student teaching or internship opportunities that provide candidates with an intensive and extensive culminating field-based set of responsibilities, assignments, tasks, activities, and assessments that demonstrate candidates' progressive development of the professional knowledge, skills, and dispositions to be effective educators. Clinical practice includes student teaching and internship. ( )

**0305. Credential.** The general term used to denote the document on which all of a person's educational certificates and endorsements are listed. The holder is entitled to provide educational services in any and/or all areas listed on the credential. (3-16-04)

**0406. Endorsement.** Term used to refer to the content area or specific area of expertise in which a holder is granted permission to provide services. (3-16-04)

**07. Field Experience.** Early and ongoing practice opportunities to apply content and pedagogical knowledge in Pre-K-12 settings to progressively develop and demonstrate their knowledge, skills, and dispositions. ( )

**0508. Idaho Student Achievement Standards.** Standards of achievement for Idaho's K-12 students. See IDAPA 08.02.03, "Rules Governing Thoroughness." (3-16-04)

**0609. Individualized Professional Learning Plan.** An individualized professional development plan based on the Idaho framework for teaching evaluation as outlined in Section 120 of these rules to include interventions based on the individual's strengths and areas of needed growth. (3-28-18)

**0710. Institutional Recommendation.** Signed form or written verification from an accredited institution with a state board approved educator preparation program stating that an individual has completed the program, received a basic or higher rating in all components of the approved Idaho framework for teaching evaluation, has an individualized professional learning plan, has demonstrated the ability to produce measurable student achievement or student success, has the ability to create student learning objectives, and is now being recommended for state certification. Institutional recommendations must include statements of identified competency areas and grade ranges. Institutional Recommendation for administrators must additionally include a competency statement indicating proficiency in conducting accurate evaluations of instructional practice based upon the state's framework for evaluation as outlined in Section 120 of these rules. (3-28-18)

**11. Internship.** Full-time or part-time supervised clinical practice experience in Pre-K-12 settings

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where candidates progressively develop and demonstrate their knowledge, skills, and dispositions. ( )

**0812. Local Education Agency (LEA).** An Idaho public school district or charter school pursuant to Section 33-5203(8), Idaho Code. (3-29-17)

**0913. Orientation.** School district/school process used to acquaint teachers new to district/school on its policies, procedures and processes. (3-16-04)

**1014. Paraprofessional.** A noncertificated individual who is employed by a school district or charter school to support educational programming. Paraprofessionals must work under the direct supervision of a properly certificated staff member for the areas they are providing support. Paraprofessionals cannot serve as the teacher of record and may not provide direct instruction to a student unless the paraprofessional is working under the direct supervision of a teacher. (3-29-17)

**a.** To qualify as a paraprofessional the individual must have a high school diploma or general equivalency diploma (GED) and: (3-29-17)

i. Demonstrate through a state approved academic assessment knowledge of and the ability to assist in instructing or preparing students to be instructed as applicable to the academic areas they are providing support in; or (3-29-17)

ii. Have completed at least two (2) years of study at an accredited postsecondary educational institution; or (3-29-17)

iii. Obtained an associate degree or higher level degree; demonstrate through a state approved academic assessment knowledge of and the ability to assist in instructing or preparing students to be instructed as applicable to the academic areas they are providing support in. (3-29-17)

**b.** Individuals who do not meet these requirements will be considered school or classroom aides. (3-29-17)

**c.** Duties of a paraprofessional include, but are not limited to, one-on-one tutoring; assisting in classroom management; assisting in computer instruction; conducting parent involvement activities; providing instructional support in a library or media center; acting as a translator in instructional matters; and providing instructional support services. Non-instructional duties such as providing technical support for computers, personal care services, and clerical duties are generally performed by classroom or school aides, however, this does not preclude paraprofessionals from also assisting in these non-instructional areas. (3-29-17)

**1115. Pedagogy.** Teaching knowledge and skills. (3-16-04)

**16. Practicum.** Full-time or part-time supervised, industry-based experience in an area of intended career technical education teaching field to extend understanding of industry standards, career development opportunities, and application of technical skills. ( )

**1217. Student Learning Objective (SLO).** A measurable, long-term academic growth target that a teacher sets at the beginning of the year for all student or for subgroups of students. SLOs demonstrate a teacher's impact on student learning within a given interval of instruction based upon baseline data gathered at the beginning of the course. (3-25-16)

**18. Student Teaching.** Extensive, substantive, and supervised clinical practice in Pre-K-12 schools for candidates preparing to teach. ( )

**1319. Teacher Leader.** A teacher who facilitates the design and implementation of sustained, intensive, and job-embedded professional learning based on identified student and teacher needs. (3-25-16)

**008. -- 011. (RESERVED)**

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**012. ACCREDITED INSTITUTION.**

For purposes of teacher certification, an accredited school, college, university, or other teacher training institution is considered by the Idaho State Board of Education to be one that is accredited by a regional accrediting association recognized by the State Board of Education or an alternative model approved by the State Board of Education. (Sections 33-107; 33-114; 33-1203, Idaho Code) (4-1-97)

**013. CERTIFICATION OF TEACHERS TRAINED IN FOREIGN INSTITUTIONS.**

Considering credentials for teacher certification submitted by persons trained in the institutions of foreign countries will be initiated by a translation and evaluation of the applicant's credentials. (4-1-97)

**01. Determination of Eligibility.** Determination of eligibility for certification will be made by the State Department of Education as the agent of the State Board of Education. Appeals may be made to the Professional Standards Commission, (PSC). (Section 33-1209, Idaho Code) (3-16-04)

**02. Other Procedures.** All other procedures in effect at the time must be followed at the time of application. (4-1-97)

**014. CERTIFICATES ISSUED TO APPLICANTS FROM REGIONALLY ACCREDITED INSTITUTIONS.**

**01. The Department of Education.** The Department of Education is authorized to issue Idaho Certificates to applicants from regionally accredited institutions meeting requirements for certification or equivalent (i.e., those based on a baccalaureate degree) in other states when they substantially meet the requirements for the Idaho Certificate. (Sections 33-1203; 33-2203 Idaho Code) (3-29-17)

**02. The Division of Career Technical Education.** The Division of Career Technical Education is authorized to determine whether applicants meet the requirements for instructing or administering career technical programs at the secondary and postsecondary levels. (Section 33-2203, Idaho Code) (3-29-17)

**015. IDAHO EDUCATOR CREDENTIAL.**

The State Board of Education authorizes the State Department of Education to issue certificates and endorsements to those individuals meeting the specific requirements for each area provided herein. (3-25-16)

**01. Standard Instructional Certificate.** A Standard Instructional Certificate makes an individual eligible to teach all grades, subject to the grade ranges and subject areas of the valid endorsement(s) attached to the certificate. A standard instructional certificate may be issued to any person who has a baccalaureate degree from an accredited college or university and who meets the following requirements: (3-29-17)

**a.** Professional education requirements: (3-29-17)

i. Earned a minimum of twenty (20) semester credit hours, or thirty (30) quarter credit hours, in the philosophical, psychological, methodological foundations, instructional technology, and in the professional subject matter, which shall include at least three (3) semester credit hours, or four (4) quarter credit hours, in reading and its application to the content area; (3-29-17)

ii. The required minimum credit hours must include at least six (6) semester credit hours, or nine (9) quarter credit hours, of student teaching in the grade range and subject areas as applicable to the endorsement; and (3-29-17)

**b.** Completed an approved teacher preparation program and have an institutional recommendation from an accredited college or university specifying the grade ranges and subjects for which they are eligible to receive an endorsement in; (3-29-17)

**c.** Individuals seeking endorsement in a secondary grade (pursuant to Section 33-1001, Idaho Code) range must complete preparation in at least two (2) fields of teaching. One (1) of the teaching fields must consist of at



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least thirty (30) semester credit hours, or forty-five (45) quarter credit hours and a second field of teaching consisting of at least twenty (20) semester credit hours, or thirty (30) quarter credit hours. Preparation of not less than forty-five (45) semester credit hours, or sixty-seven (67) quarter credit hours, in a single subject area may be used in lieu of the two (2) teaching field requirements; (3-29-17)

d. Proficiency in areas noted above is measured by completion of the credit hour requirements provided herein. Additionally, each candidate must meet or exceed the state qualifying score on the state board approved content area and pedagogy assessments. (3-29-17)

e. The Standard Instructional Certificate is valid for five (5) years. Six (6) semester credit hours are required every five (5) years in order to renew the certificate. (3-29-17)

**02. Pupil Service Staff Certificate.** Persons who serve as school counselors, school psychologists, speech-language pathologists, school social workers, school nurses and school audiologists are required to hold the Pupil Service Staff Certificate, with the respective endorsement(s) for which they qualify. Persons who serve as an occupational therapist or physical therapist may be required, as determined by the local educational agency, to hold the Pupil Service Staff Certificate with respective endorsements for which they qualify. (3-28-18)

a. School Counselor (K-12) Endorsement. To be eligible for a Pupil Service Staff Certificate - School Counselor (K-12) endorsement, a candidate must have satisfied the following requirements. The Pupil Service Staff Certificate with a School Counselor (K-12) endorsement is valid for five (5) years. Six (6) semester credit hours are required every five (5) years in order to renew the endorsement. (3-28-18)

i. Hold a master's degree and provide verification of completion of an approved program of graduate study in school counseling from a college or university approved by the Idaho State Board of Education or the state educational agency of the state in which the program was completed. The program must include successful completion of seven hundred (700) clock hours of supervised field experience, seventy-five percent (75%) of which must be in a K-12 school setting. This K-12 experience must be in each of the following levels: elementary, middle/junior high, and high school. Previous school counseling experience may be considered to help offset the field experience clock hour requirement; and (3-25-16)

ii. An institutional recommendation is required for a School Counselor (K-12) endorsement. (3-28-18)

b. School Counselor – Basic (K-12) Endorsement. (3-28-18)

i. Individuals serving as a school counselor pursuant to Section 33-1212, Idaho Code, shall be granted a Pupil ~~Personnel~~ Services Staff Certificate with a School Counselor – Basic (K-12) endorsement. The endorsement is valid for five (5) years or until such time as the holder no longer meets the eligibility requirements pursuant to Section 33-1212, Idaho Code. Six (6) semester credit hours are required every five (5) years in order to renew the endorsement. ~~(3-28-18)~~(    )

ii. Individuals who received their endorsement pursuant to Section 33-1212, Idaho Code, prior to July 1, 2018, will be transitioned into the School Counselor – Basic (K-12) endorsement. Renewal date will remain the same as the initial credential. (3-28-18)

c. School Psychologist Endorsement. This endorsement is valid for five (5) years. In order to renew the endorsement, six (6) professional development credits are required every five (5) years. The renewal credit requirement may be waived if the applicant holds a current valid National Certification for School Psychologists (NCSP) offered through the National Association of School Psychologists (NASP). To be eligible for initial endorsement, a candidate must complete a minimum of sixty (60) graduate semester credit hours which must be accomplished through one (1) of the following options: (3-25-16)

i. Completion of an approved thirty (30) semester credit hour, or forty-five (45) quarter credit hours, master's degree in education or psychology and completion of an approved thirty (30) semester credit hour, or forty-five (45) quarter credit hour, School Psychology Specialist Degree program, and completion of a minimum of twelve

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hundred (1,200) clock-hour internship within a school district under the supervision of the training institution and direct supervision of a certificated school psychologist; (3-25-16)

ii. Completion of an approved sixty (60) semester credit hour, or ninety (90) quarter credit hour, master's degree program in School Psychology, and completion of a minimum of twelve hundred (1,200) clock-hour internship within a school district under the supervision of the training institution and direct supervision of a certificated school psychologist; (3-25-16)

iii. Completion of an approved sixty (60) semester credit hour, or ninety (90) quarter credit hour, School Psychology Specialist degree program which did not require a master's degree as a prerequisite, with laboratory experience in a classroom, which may include professional teaching experience, student teaching or special education practicum, and completion of a minimum twelve hundred (1,200) clock-hour internship within a school district under the supervision of the training institution and direct supervision of a certificated school psychologist; and (3-25-16)

iv. Earn a current and valid National Certification for School Psychologists (NCSP) issued by the National Association of School Psychologists (NASP). (3-25-16)

d. School Nurse Endorsement. This endorsement is valid for five (5) years. Six (6) credits are required every five (5) years in order to renew the endorsement. Initial endorsement may be accomplished through completion of either requirements in Subsections 015.02.c.i. or 015.02.c.ii. ~~in addition to the requirement of Subsection 015.02.c.iii.~~ (3-29-17)( )

i. The candidate must possess a valid professional nursing (RN) license issued by the Idaho State Board of Nursing, and a baccalaureate degree in nursing, education, or a health-related field from an accredited institution. (3-29-17)( )

ii. The candidate must possess a valid professional nursing (RN) license issued by the Idaho State Board of Nursing; have two (2) years of full-time (or part-time equivalent) school nursing, community health nursing, or any other area of pediatric, adolescent, or family nursing experience; and have completed ~~nine (9)~~ six (6) semester credit hours from a university or college in ~~at least three (3)~~ any of the following areas: (3-25-16)( )

(1) ~~Health program management;~~ (3-25-16)( )

(2) ~~Child and adolescent health issues;~~ Nursing leadership. (3-25-16)( )

(3) ~~Counseling, psychology, or social work; or~~ Pediatric nursing or child development. (3-25-16)( )

(4) ~~Methods of instruction~~ Population of community health. (3-25-16)( )

(5) Health care policy, ethics, or cultural competency. ( )

(6) Research and/or statistics. ( )

~~iii. Additionally, each candidate must have two (2) years of full time (or part time equivalent) school nursing, community health nursing, or any area of pediatric, adolescent, or family nursing experience. (3-25-16)~~

e. Interim Endorsement - School Nurse. This endorsement will be granted for those who do not meet the educational and/or experience requirements but who hold a valid professional nursing (RN) license in Idaho. An Interim School Nurse Endorsement will be issued for three (3) years while the applicant is meeting the educational and/or experience requirements, and it is not renewable. (3-29-17)( )

f. Speech-Language Pathologist Endorsement. This endorsement is valid for five (5) years. Six (6) credits are required every five (5) years in order to renew the endorsement. The initial endorsement will be issued to candidates who possess a master's degree from an accredited college or university in a speech/language pathology

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program approved by the State Board of Education, and who receive an institutional recommendation from an accredited college or university. (3-25-16)

**g.**       Audiology Endorsement. This endorsement is valid for five (5) years. Six (6) credits are required every five (5) years in order to renew the endorsement. The initial endorsement will be issued to candidates who possess a master's degree from an accredited college or university in an audiology program approved by the State Board of Education, and who receive an institutional recommendation from an accredited college or university. (3-25-16)

**h.**       School Social Worker Endorsement. This endorsement is valid for five (5) years. Six (6) credit hours are required every five (5) years in order to renew the endorsement. Initial endorsement shall be accomplished by meeting the requirements of Subsections 015.02.g.i. through iii., or by meeting the requirement in Subsection 015.02.g.iv.: (3-29-17)

i.        A master's degree in social work (MSW) from a postsecondary institution accredited by an organization recognized by the State Board of Education. The program must be currently approved by the state educational agency of the state in which the program was completed; and (3-29-17)

ii.       An institution recommendation from an Idaho State Board of Education approved program; and (3-29-17)

iii.       The successful completion of a school social work practicum in a kindergarten through grade twelve 12 (K-12) setting. Post-MSW extensive experience working with children and families may be substituted for the completion of a school social work practicum in a K-12 setting. (3-29-17)

iv.       A current and valid master's degree or higher social work license pursuant to chapter 32, title 54 and the rules of the State Board of Social Work Examiners. (3-29-17)

**i.**       Interim Endorsement-Speech Language Pathologist. This certificate will be granted for those who do not meet the educational requirements but who hold a baccalaureate degree in speech language pathology and are pursuing a master's degree in order to obtain the Pupil Service Staff Certificate endorsed in speech language pathology. An interim certificate will be issued for three (3) years while the applicant is meeting the educational requirements, and it is not renewable. (3-28-18)

**j.**       Occupational Therapist Endorsement. A candidate with a current and valid Occupational Therapy license issued by the State of Idaho Bureau of Occupational Licenses shall be granted an Occupational Therapist endorsement. The Pupil ~~Personnel Services~~ Service Staff Certificate with an Occupational Therapist endorsement is valid for five (5) years. Six (6) semester credit hours are required every five (5) years in order to renew the endorsement. Candidate must maintain current and valid Occupational Therapy Licensure through the State of Idaho Bureau of Occupational Licenses for the endorsement to remain valid. (3-28-18)(    )

**k.**       Physical Therapist Endorsement. A candidate with a current and valid Physical Therapy license issued by the State of Idaho Bureau of Occupational Licenses shall be granted a Physical Therapist endorsement. The Pupil Service Staff Certificate with a Physical Therapist endorsement is valid for five (5) years. Six (6) semester credit hours are required every five (5) years in order to renew the endorsement. Candidate must maintain current and valid Physical Therapy Licensure through the State of Idaho Bureau of Occupational Licenses for the endorsement to remain valid. (3-28-18)

**03.     Administrator Certificate.** Every person who serves as a superintendent, a director of special education, a secondary school principal, or principal of an elementary school with eight (8) or more teachers (including the principal), or is assigned to conduct the summative evaluation of certified staff is required to hold an Administrator Certificate. The certificate may be endorsed for service as a school principal, a superintendent, or a director of special education. Assistant superintendents are required to hold the Superintendent endorsement. Assistant principals or vice-principals are required to hold the School Principal endorsement. Directors of special education are required to hold the Director of Special Education endorsement. Possession of an Administrator Certificate does not entitle the holder to serve as a teacher at a grade level for which the educator is not qualified or certificated. All administrator certificates

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require candidates to meet the Idaho Standards for School Principals. The Administrator Certificate is valid for five (5) years. Six (6) semester credit hours are required every five (5) years in order to renew the certificate. (3-28-18)

**a.** School Principal (Pre-K-12) Endorsement. To be eligible for an Administrator Certificate endorsed for School Principal (Pre-K-12), a candidate must have satisfied the following requirements: (3-28-18)

- i. Hold a master's degree from an accredited college or university. (3-25-16)
- ii. Have four (4) years of full-time certificated experience working with students, Pre-K-12, while under contract in an accredited school setting. (3-25-16)
- iii. Have completed an administrative internship in a state-approved program, or have one (1) year of experience as an administrator in grades Pre-K-12. (3-25-16)
- iv. Provide verification of completion of a state-approved program of at least thirty (30) semester credit hours, forty-five (45) quarter credit hours, of graduate study in school administration for the preparation of school principals at an accredited college or university. This program shall include the competencies of the Idaho Standards for School Principals. (3-28-18)
- v. An institutional recommendation is required for a School Principal (Pre-K-12) Endorsement. (3-28-18)

**b.** Superintendent (Pre-K-12) Endorsement. To be eligible for an Administrator Certificate with a Superintendent (Pre-K-12) endorsement, a candidate must have satisfied the following requirements: (3-28-18)

- i. Hold an education specialist or doctorate degree or complete a comparable post-master's sixth year program at an accredited college or university. (3-25-16)
- ii. Have four (4) years of full-time certificated/licensed experience working with Pre-K-12 students while under contract in an accredited school setting. (3-25-16)
- iii. Have completed an administrative internship in a state-approved program for the superintendent endorsement or have one (1) year of out-of-state experience as an assistant superintendent or superintendent in grades Pre-K-12. (3-25-16)
- iv. Provide verification of completion of an approved program of at least thirty (30) semester credit hours, or forty-five (45) quarter credit hours, of post-master's degree graduate study for the preparation of school superintendents at an accredited college or university. This program in school administration and interdisciplinary supporting areas shall include the competencies in Superintendent Leadership, in addition to the competencies in the Idaho Standards for School Principals. (3-28-18)
- v. An institutional recommendation is required for a School Superintendent Endorsement (Pre-K-12). (3-28-18)

**c.** Director of Special Education (Pre-K-12) Endorsement. To be eligible for an Administrator Certificate endorsed for Director of Special Education (Pre-K-12), a candidate must have satisfied all of the following requirements: (3-28-18)

- i. Hold a master's degree from an accredited college or university; (3-25-16)
- ii. Have four (4) years of full-time certificated/licensed experience working with students Pre-K-12, while under contract in a school setting; (3-25-16)
- iii. Obtain college or university verification of demonstrated the competencies of the Director of Special Education in Idaho Standards for Initial Certification of Professional School Personnel; (3-28-18)

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iv. Obtain college or university verification of demonstrated competencies in the following areas, in addition to the competencies in the Idaho Standards for School Principals: Concepts of Least Restrictive Environment; Post-School Outcomes and Services for Students with Disabilities Ages Three (3) to Twenty-one (21); Collaboration Skills for General Education Intervention; Instructional and Behavioral Strategies; Individual Education Programs (IEPs); Assistive and Adaptive Technology; Community-Based Instruction and Experiences; Data Analysis for Instructional Needs and Professional Training; Strategies to Increase Program Accessibility; Federal and State Laws and Regulations and School District Policies; Resource Advocacy; and Technology Skills for Referral Processes, and Record Keeping; (3-28-18)

v. Have completed an administrative internship/practicum in the area of administration of special education; and (3-28-18)( )

vi. An institutional recommendation is required for Director of Special Education (Pre-K-12) endorsement. (3-28-18)

**04. Certification Standards For Career Technical Educators.** Teachers of career technical courses or programs in secondary schools must hold an occupational specialist certificate and an endorsement in an appropriate occupational discipline. All occupational certificates must be approved by the Division of Career Technical Education regardless of the route an individual is pursuing to receive the certificate. (3-28-18)

**05. Degree Based Career Technical Certification.** (3-25-16)

a. Individuals graduating from an approved occupational teacher preparation degree program qualify to teach in the following five (5) disciplines: agricultural science and technology; business technology education; computer science technology; engineering; family and consumer sciences; marketing technology education; and technology education. Occupational teacher preparation course work must meet the Idaho Standards for the Initial Certification of Professional School Personnel. The occupational teacher education program must provide appropriate content to constitute a major in the identified field. Student teaching shall be in an approved program and include experiences in the major field. Applicants shall have accumulated one thousand (1,000) clock hours of related work experience or practicum in their respective field of specialization, as approved by the Division of Career Technical Education. The certificate is valid for five (5) years. Six (6) semester credit hours are required every five (5) years pursuant to Section 060 of these rules. (3-28-18)

b. The Career Technical Administrator certificate is required for an individual serving as an administrator, director, or manager of career technical education programs at the state Division of Career Technical Education or in Idaho public schools. Individuals must meet one (1) of the two (2) following prerequisites to qualify for the Career Technical Administrator Certificate. The certificate is valid for five (5) years. Six (6) semester credit hours are required every five (5) years pursuant to Section 060 of these rules to renew. (3-28-18)

i. Qualify for or hold an Advanced Occupational Specialist certificate or hold an occupational endorsement on a standard instructional certificate; provide evidence of a minimum of four (4) years' teaching, three (3) of which must be in a career technical discipline; hold a master's degree; and complete at least fifteen (15) semester credits of administrative course work. (3-28-18)

(1) Applicants must have completed credits in: education finance, administration and supervision of personnel, legal aspects of education; and conducting evaluations using the statewide framework for teacher evaluations. (3-28-18)

(2) Additional course work may be selected from any of the following areas: administration and supervision of occupational programs; instructional supervision; administration internship; curriculum development; curriculum evaluation; research in curriculum; school community relations; communication; teaching the adult learner; coordination of work-based learning programs; and/or measurement and evaluation. (3-28-18)

ii. Hold a superintendent or principal (pre-K-12) endorsement on a standard administrator certificate and provide evidence of a minimum of four (4) years' teaching, three (3) of which must be in a career technical discipline or successfully complete the Division of Career Technical Education twenty-seven (27) month Idaho career

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technical education leadership institute. (3-28-18)

**c.** Work-Based Learning Coordinator Endorsement. Educators assigned to coordinate approved work-based experiences must hold the Work-Based Learning Coordinator endorsement. To be eligible, applicants must hold an occupational endorsement on the Standard Instructional Certificate or qualify for an Occupational Specialist Certificate, plus complete course work in coordination of work-based learning programs. (3-29-17)

**d.** Career Counselor Endorsement. The endorsement for a Career Counselor may be issued to applicants who hold a current Pupil Service Staff Certificate with a School Counselor (K-12) endorsement, and who have satisfied the following career technical requirement: Career Pathways and Career Technical Guidance; Principles/Foundations of Career Technical Education; and Theories of Occupational Choice. (3-28-18)

**06. Industry-Based Occupational Specialist Certificate.** The industry-based Occupational Specialist Certificates are industry-based career technical certifications issued in lieu of a degree-based career technical certificate. Certificate holders must meet the following eligibility requirements: (3-28-18)

**a.** Be at least twenty-two (22) years of age; document recent, gainful employment in the area for which certification is requested; possess either a high school diploma or General Educational Development (GED) certificate; meet provisions of Idaho Code; and, verify technical skills through work experience, industry certification or testing as listed below. When applicable, requirements of occupationally related state agencies must also be met. Since educational levels and work experiences vary, applicants may be determined highly qualified under any one (1) of the following three (3) options: (3-28-18)

i. Have six (6) years or twelve thousand (12,000) hours of recent, gainful employment in the occupation for which certification is requested. Up to forty-eight (48) months credit or up to eight thousand (8,000) hours can be counted toward the six (6) years or twelve thousand (12,000) hours on a month-to-month basis for journeyman training or completed postsecondary training in a career technical education program; or (3-28-18)

ii. Have a baccalaureate degree in the specific occupation or related area, plus two (2) years or four thousand (4,000) hours of recent, gainful employment in the occupation for which certification is required, at least half of which must have been during the immediate previous five (5) years; or (3-28-18)

iii. Have completed a formal apprenticeship program in the occupation or related area for which certification is requested plus two (2) years or four thousand (4,000) hours of recent, gainful, related work experience, at least half of which must have been completed in the immediate previous five (5) years. (3-28-18)

**b.** Limited Occupational Specialist Certificate. This certificate is issued to individuals who are new to teaching in Idaho public schools or new to teaching in career technical education in Idaho public schools. The certificate is an interim certificate and is valid for three (3) years and is non-renewable. Applicants must meet all of the minimum requirements established in Subsection 015.06.a. of these rules. Individuals on a limited occupational specialist certificate must complete one (1) of the two (2) following pathways during the validity period of the certificate: (3-28-18)

i. Pathway I - Coursework: Within the three-year (3) period of the Limited Occupational Specialist Certificate, the instructor must satisfactorily complete the pre-service training prescribed by the Division of Career Technical Education and demonstrate competencies in principles/foundations of occupational education and methods of teaching occupational education. Additionally, the instructor must satisfactorily demonstrate competencies in two (2) of the following areas: career pathways and guidance; analysis, integration, and curriculum development; and measurement and evaluation. (3-28-18)

ii. Pathway II – Cohort Training: Within the first twelve (12) months, the holder must enroll in the Division of Career Technical Education sponsored two (2) year cohort training and complete the two (2) training within the three (3) year validity period of the interim certificate. (3-28-18)

**c.** Standard Occupational Specialist Certificate. (3-28-18)

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i. This certificate is issued to individuals who have held a limited occupational specialist certificate and completed one (1) of the pathways for completions. (3-28-18)

ii. The Standard Occupational Specialist Certificate is valid for five (5) years. Six (6) semester credit hours are required every five (5) years pursuant to Section 060 of these rules to renew. Credit equivalency will be based on verification of forty-five (45) hours of participation at approved technical conferences, institutes, or workshops where participation is prorated at the rate of fifteen (15) hours per credit; or one hundred twenty (120) hours of approved related work experience where hours worked may be prorated at the rate of forty (4) hours per credit; or any equivalent combination thereof, and having on file a new professional development plan for the next certification period. (3-28-18)

d. Advanced Occupational Specialist Certificate. This certificate is issued to individuals who: (3-29-17)

i. Are eligible for the Standard Occupational Specialist Certificate; (3-28-18)

ii. Provide evidence of completion of a teacher training degree program or eighteen (18) semester credits of Division of Career Technical Education approved education or content-related course work in addition to the twelve (12) semester credits required for the Standard Occupational Specialist Certificate (a total of thirty (30) semester credits); and (3-28-18)

iii. Have on file a new professional development plan for the next certification period. (3-28-18)

iv. The Advanced Occupational Specialist Certificate is valid for five (5) years. Six (6) semester credit hours are required every five (5) years pursuant to Section 060 of these rules to renew. (3-28-18)

**07. Postsecondary Specialist.** A Postsecondary Specialist certificate will be granted to a current academic faculty member whose primary employment is with any accredited Idaho postsecondary institution. To be eligible to teach in the public schools under this postsecondary specialist certificate, the candidate must supply a recommendation from the employing institution (faculty's college dean). The primary use of this state-issued certificate will be for distance education, virtual classroom programs, and for public and postsecondary partnerships. (3-29-17)

a. Renewal. This certificate is good for five (5) years and is renewable. To renew the certificate, the renewal application must be accompanied with a new written recommendation from the postsecondary institution (faculty's college dean level or higher). (3-25-16)

b. Fees. The fee is the same as currently in effect for an initial or renewal certificate as established in Section 066 of these rules. (3-25-16)

c. The candidate must meet the following qualifications: (3-25-16)

i. Hold a master's degree or higher in the content area being taught; (3-25-16)

ii. Be currently employed by the postsecondary institution in the content area to be taught; and (3-25-16)

iii. Complete and pass a criminal history background check as required according to Section 33-130, Idaho Code. (3-25-16)

**08. American Indian Language.** Each Indian tribe shall provide to the State Department of Education the names of those highly and uniquely qualified individuals who have been designated to teach the tribe's native language in accordance with Section 33-1280, Idaho Code. Individuals identified by the tribe(s) may apply for an Idaho American Indian Certificate as American Indian languages teachers. (3-25-16)

a. The Office of Indian Education at the State Department of Education will process an application

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that has met the requirements of the Tribe(s) for an American Indian languages teacher. (3-25-16)

**b.** Once an application with Tribal approval has been received, it will be reviewed and, if approved, it will be forwarded to the Office of Certification for a criminal history background check as required in Section 33-130, Idaho Code. The application must include a ten finger fingerprint card or scan and a fee for undergoing a background investigation check pursuant to Section 33-130, Idaho Code. (3-28-18)

**c.** The Office of Certification will review the application and verify the applicant is eligible for an Idaho American Indian Certificate. The State Department of Education shall authorize an eligible applicant as an American Indian languages teacher. An Idaho American Indian Certificate is valid for not more than five (5) years. Individuals may apply for a renewal certificate. (3-25-16)

**09. Junior Reserved Officer Training Corps (Junior ROTC) Instructors.** (3-25-16)

**a.** Each school district with a Junior ROTC program shall provide the State Department of Education with a list of the names of those individuals who have completed an official armed forces training program to qualify as Junior ROTC instructors in high schools. (3-25-16)

**b.** Each school district with a Junior ROTC program shall provide the State Department of Education with a notarized copy of their certificate(s) of completion. (3-25-16)

**c.** Authorization Letter. Upon receiving the items identified in Subsections 015.09.a. and 09.b., the State Department of Education shall issue a letter authorizing these individuals as Junior ROTC instructors. (3-29-17)

**10. Additional Renewal Requirements.** In addition to specific certificate or endorsement renewal requirements, applicants must meet the following renewal requirements as applicable: (3-25-16)

**a.** Mathematics In-Service Program. In order to recertify, the state approved mathematics instruction course titled "Mathematical Thinking for Instruction," or another State Department of Education approved alternative course, shall be required. The "Mathematical Thinking for Instruction" course consists of three (3) credits. Teachers must take one (1) of the three (3) courses developed that is most closely aligned with their current assignment prior to July 1, 2019. Any teacher successfully completing said course shall be deemed to have met the requirement of Subsection 060.02.c. of this rule as long as said course is part of an official transcript or completed before September 1, 2013, and verified by the State Department of Education. Successful completion of a state approved mathematics instruction course shall be a one-time requirement for renewal of certification for those currently employed in an Idaho school district and shall be included within current requirements for continuing education for renewal. The following must successfully complete the "Mathematical Thinking for Instruction" course or another State Department of Education approved alternative course in order to recertify: (3-28-18)

**i.** Each teacher holding a Blended Early Childhood Education/Early Childhood Special Education (Birth - Grade 3) endorsement who is employed by a school district or charter school as a K-3 multi-subject or special education teacher; (3-28-18)

**ii.** Each teacher holding an All Subjects (K-8) endorsement who is employed by a school district or charter school as a K-6 multi-subject teacher; (3-28-18)

**iii.** Each teacher holding an All Subjects (K-8) endorsement, Mathematics – Basic (5-9 or 6-12) endorsement, Mathematics (5-9 or 6-12) endorsement teaching in a mathematics content classroom (grade six (6) through grade twelve (12)) including Title I who is employed by a school district or charter school; and (3-28-18)

**iv.** Each teacher holding an Exceptional Child Generalist endorsement who is employed by a school district or charter school as a special education teacher. (3-28-18)

**b.** Waiver of Mathematics In-Service Program. When applying for certificate renewal, an automatic waiver of the mathematics in-service program requirement shall be granted for any certificated individual living



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outside of the state of Idaho who is not currently employed as an educator in the state of Idaho. This waiver applies only as long as the individual remains outside the state of Idaho or as long as the individual is not employed as an educator in the state of Idaho. Upon returning to Idaho or employment in an Idaho public school, the educator will need to complete this requirement prior to the next renewal period. (3-25-16)

c. Administrator certificate renewal. In order to recertify, holders of an administrator certificate must complete a course consisting of a minimum of three (3) semester credits in the Idaho framework for teachers' evaluation pursuant to Section 33-1204, Idaho Code. Credits must be earned through an approved educator preparation program and include a laboratory component. The laboratory component must include in-person or video observation and scoring of teacher performance using the statewide framework for teacher's evaluation. The approved course must include the following competencies: (3-28-18)

i. Understanding professional practice in Idaho evaluation requirements, including gathering accurate evidence and artifacts, understanding and using the state framework for evaluation rubric with fidelity, proof of calibration and interrater reliability, ability to provide effective feedback for teacher growth, and understanding and advising teachers on individualized learning plan and portfolio development. (3-28-18)

ii. Understanding student achievement and growth in the Idaho evaluation framework, including understanding how measurable student achievement and growth measures impact summative evaluation ratings and proficiency in assessment literacy. (3-28-18)

**016. IDAHO INTERIM CERTIFICATE.**

The State Department of Education or the Division of Career Technical Education, as applicable to the certificate, is authorized to issue a three-year (3) interim certificate to those applicants who hold a valid certificate/license from another state or other entity that participates in the National Association of State Directors of Teacher Education and Certification (NASDTEC) Interstate Agreement pursuant to Section 33-4104, Idaho Code, or engaged in an alternate route to certification as prescribed herein. (3-29-17)

**01. Interim Certificate Not Renewable.** Interim certification is only available on a one-time basis per individual except under extenuating circumstances approved by the State Department of Education. It will be the responsibility of the individual to meet the requirements of the applicable alternate authorization route and to obtain a full Idaho Educator Credential during the term of the interim certificate. (3-29-17)

**02. Idaho Comprehensive Literacy Course.** For all Idaho teachers working on interim certificates, (alternate authorizations, nontraditional routes, reinstatements or coming from out of the state), completion of a state approved Idaho Comprehensive Literacy course or assessment, or approved secondary equivalent shall be a one-time requirement for full certification. (3-28-18)

a. Those individuals who qualify for an Idaho certificate through state reciprocity shall be granted a three-year, non-renewable interim certificate to allow time to meet the Idaho Comprehensive Literacy Course requirement. (3-25-16)

**03. Mathematical Thinking for Instruction.** For all Idaho teachers or administrators working on interim certificates (alternate authorizations, nontraditional routes, reinstatements or coming from out of the state), with an All Subjects (K-8) endorsement, any mathematics endorsement, Exceptional Child Generalist endorsement, Blended Early Childhood/Early Childhood Special Education endorsement, or Administrator certificate must complete a state approved Mathematical Thinking for Instruction, or another State Department of Education approved alternative course, as a one-time requirement for full certification. (3-28-18)

**04. Technology.** Out-of-state applicants may be reviewed by the hiring district for technology deficiencies and may be required to take technology courses to improve their technology skills. (3-28-18)

**05. Reinstatement of Expired Certificate.** An individual holding an expired Idaho certificate may be issued a nonrenewable three-year interim certificate. During the validity period of the interim certificate, the applicant must meet the following requirements to obtain a full certification during the term of the interim certificate: (3-28-18)

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- a. Two (2) years' successful evaluations as per Section 33-1001(14), Idaho Code. (3-28-18)
- b. Measured annual progress on specific goals identified on Individualized Professional Learning Plan. (3-28-18)
- c. Six (6) credit renewal requirement. (3-28-18)
- d. Any applicable requirement for Idaho Comprehensive Literacy Course or Mathematical Thinking for Instruction as indicated in Subsections 016.02 and 016.03. (3-28-18)

**06. Foreign Institutions.** An educator having graduated from a foreign institution may be issued a non-renewable, three-year (3) interim certificate. The applicant must also complete the requirements listed in Section 013 of these rules. (3-28-18)

**07. Codes of Ethics.** All laws and rules governing standard certificated staff with respect to conduct, discipline, and professional standards shall apply to all certified staff serving in an Idaho public school, including those employed under an interim certificate. (3-28-18)

**017. CONTENT, PEDAGOGY AND PERFORMANCE ASSESSMENT FOR CERTIFICATION.**

**01. Assessments.** State Board of Education approved content, pedagogy and performance area assessments shall be used in the state of Idaho to ensure qualified teachers are employed in Idaho's classrooms. The Professional Standards Commission shall recommend assessments and qualifying scores to the State Board of Education for approval. (4-2-08)

**02. Out-of-State Waivers.** An out-of-state applicant for Idaho certification holding a current certificate may request a waiver from the above requirement. The applicant shall provide evidence of passing a state approved content, pedagogy and performance area assessment(s) or hold current National Board for Professional Standards Teaching Certificate. (4-2-08)

**03. Idaho Comprehensive Literacy Assessment.** All applicants for initial Idaho certification (Kindergarten through grade twelve (12)) from an Idaho approved teacher education program must demonstrate competency in comprehensive literacy. Areas to be included as parts of the assessment are: phonological awareness, phonics, fluency, vocabulary, comprehension, writing, and assessments and intervention strategies. Each Idaho public higher education institution shall be responsible for the assessment of teacher candidates in its teacher preparation program. The assessment must measure teaching skills and knowledge congruent with current research on best literacy practices for elementary students or secondary students (adolescent literacy) dependent upon level of certification and English Language Learners. In addition, the assessment must measure understanding and the ability to apply strategies and beliefs about language, literacy instruction, and assessments based on current research and best practices congruent with International Reading Association/National Council of Teachers of English standards, National English Language Learner's Association professional teaching standards, National Council for Accreditation of Teacher Education standards, and state accreditation standards. (4-7-11)

**018. -- 020. (RESERVED)**

**021. ENDORSEMENTS.**

Holders of a Standard Instructional Certificate, Standard Occupational Specialist Certificate, and Advanced Occupational Specialist Certificate may be granted endorsements in subject areas as provided herein. Instructional staff are eligible to teach in the grades and content areas of their endorsements. Idaho preparation programs shall prepare candidates for endorsements in accordance with the Idaho Standards for Initial Certification of Professional School Personnel. An official statement from the college of education of competency in a teaching area or field is acceptable in lieu of required credits if such statements are created in consultation with the department or division of the accredited college or university in which the competency is established and are approved by the director of teacher education of the recommending college or university. Statements must include the number of credits the competency evaluation is equivalent to. To add an endorsement to an existing credential, an individual shall complete the credit

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hour requirements as provided herein and shall also meet or exceed the state qualifying score on appropriate, state approved content, pedagogy and performance assessments. When converting semester credit hours to quarter credit hours, two (2) semester credit hours is equal to three (3) quarter credit hours. (3-28-18)

**01. Clinical Experience Requirement.** All endorsements require supervised teaching-clinical experience in the relevant content area, or a State Department of Education or Division of Career Technical Education approved alternative clinical experience as applicable to the area of endorsement. (3-28-18)( )

**02. Alternative Authorization to Endorsement.** Candidates shall meet all requirements of the chosen option for the endorsement as provided herein. (3-28-18)

**a.** Option I -- An official statement from the college of education of competency in a teaching area or field is acceptable in lieu of courses for a teaching field if such statements are created in consultation with the department or division of the accredited college or university in which the competency is established and are approved by the director of teacher education of the recommending college or university. (3-28-18)

**b.** Option II -- National Board. By earning National Board Certification in content specific areas, teachers may gain endorsement in a corresponding subject area. (3-29-17)

**c.** Option III -- Master's degree or higher. By earning a graduate degree in a content specific area, candidates may add an endorsement in that same content area to a valid instructional certificate. (3-28-18)

**d.** Option IV -- Testing and/or Assessment. Two (2) pathways are available to some teachers, depending upon endorsement(s) already held. (3-29-17)

**i.** Pathway 1 -- Endorsements may be added through state-approved testing and a mentoring component. The appropriate test must be successfully completed within the first year of authorization in an area closely compatible with an endorsement for which the candidate already qualifies and is experienced. Additionally, requires the successful completion of a one (1)-year state-approved mentoring component; or (3-28-18)

**ii.** Pathway 2 -- Endorsements may be added through state-approved testing in an area less closely compatible with an endorsement for which the candidate already qualifies and is experienced. The appropriate test must be successfully completed within the first year of the authorization. Additionally, requires the successful completion of a one (1)-year state-approved mentoring component and passing a final pedagogy assessment. (3-25-16)

**022. ENDORSEMENTS A - D.**

**01. Agriculture Science and Technology (6-12).** (3-16-04)

**a.** Forty-five (45) semester credit hours including course work in each of the following areas: agriculture education; agriculture mechanics; agriculture business management; soil science; animal science; Career Technical Student Organization Leadership; plant science; and occupational teacher preparation pursuant to Subsection 015.05.a.; or (3-28-18)

**b.** Occupational teacher preparation pursuant to Subsections 015.04 through 015.06. (3-29-17)

**02. All Subjects (K-8).** Allows one to teach in any educational setting (K-8). Twenty (20) semester credit hours, or thirty (30) quarter credit hours in the philosophical, psychological, methodological foundations, instructional technology, and professional subject matter must be in elementary education including at least six (6) semester credit hours, or nine (9) quarter credit hours, in developmental reading. This endorsement must be accompanied by at a minimum one (1) additional subject area endorsement allowing teaching of that subject through grade 9 or kindergarten through grade 12. (3-29-17)

**0203. American Government /Political Science (5-9 or 6-12).** Twenty (20) semester credit hours to include: a minimum of six (6) semester credit hours in American Government, six (6) semester credit hours in U.S.

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History Survey, and a minimum of three (3) semester credit hours in Comparative Government. Remaining course work must be selected from Political Science. Course work may include three (3) semester credit hours in World History Survey. (3-28-18)

~~03. All Subjects (K-8). Allows one to teach in any educational setting (K-8). Twenty (20) semester credit hours, or thirty (30) quarter credit hours in the philosophical, psychological, methodological foundations, instructional technology, and professional subject matter must be in elementary education including at least six (6) semester credit hours, or nine (9) quarter credit hours, in developmental reading. This endorsement must be accompanied by at a minimum one (1) additional subject area endorsement allowing teaching of that subject through grade 9 or kindergarten through grade 12. (3-29-17)~~

**04. Bilingual Education (K-12).** Twenty (20) semester credit hours leading toward competency as defined by Idaho Standards for Bilingual Education Teachers to include all of the following: upper division coursework in one (1) Modern Language other than English, including writing and literature, and advanced proficiency according to the American Council on the Teaching of Foreign Languages guidelines; cultural diversity; ESL/bilingual methods; linguistics, second language acquisition theory and practice; foundations of ESL/bilingual education, legal foundations of ESL/bilingual education, identification and assessment of English learners, biliteracy; at least one (1) semester credit hour in bilingual ~~practicum or clinical~~ field experience. (3-28-18)

**05. Biological Science (5-9 or 6-12).** Twenty (20) semester credit hours including coursework in each of the following areas: molecular and organismal biology, heredity, ecology and biological adaptation. (3-29-17)

~~06. Blended Elementary Education/Elementary Special Education (Grade 4 – Grade 6). The Blended Elementary Education/Elementary Special Education (Grade 4 – Grade 6) endorsement allows one to teach in any grade four (4) through grade six (6) education setting, except in a middle school setting. This endorsement may only be issued in conjunction with the Blended Early Childhood Education/Early Childhood Special Education (Birth – Grade 3) endorsement. To be eligible for a Blended Elementary Education/Elementary Special Education (Grade 4 – Grade 6) endorsement, a candidate must have satisfied the following requirements: (3-28-18)~~

~~a. Completion of a program of a minimum of twenty (20) semester credit hours in elementary education coursework to include: methodology (literacy, mathematics, science, physical education, art); content knowledge (mathematics, literacy, science, health, art); technology; assessment; and, field experiences in grades four (4) through six (6). (3-28-18)~~

~~0706. Blended Early Childhood Education/Early Childhood Special Education (Birth - Grade 3).~~ The Blended Early Childhood Education/Early Childhood Special Education (Birth - Grade 3) endorsement allows one to teach in any educational setting birth through grade three (3). To be eligible, a candidate must have satisfied the following requirements. (3-28-18)

a. A minimum of thirty (30) semester credit hours, or forty-five (45) quarter credit hours, in the philosophical, psychological, and methodological foundations, in instructional technology, and in the professional subject matter of early childhood and early childhood-special education. The professional subject matter shall include course work specific to the child from birth through grade three (3) in the areas of child development and learning; curriculum development and implementation; family and community relationships; assessment and evaluation; professionalism; and, application of technologies. (3-29-17)

b. The required credit hours here in, shall include not less than six (6) semester credit hours, or nine (9) quarter credit hours, of early childhood student teaching (K-3) and field experiences birth to age three (3) programs, and age three (3) to age five (5) programs, and three (3) semester credit hours, or four (4) quarter credit hours, of developmental reading. (3-29-17)

c. Proficiency in areas noted above is measured by one (1) of the following options: (3-29-17)

i. Option I -- Demonstration of competency within the Idaho Standards for Blended Early Childhood Education/Early Childhood Special Education Teachers. Additionally, each candidate shall meet or exceed the state qualifying score on approved early-childhood assessments. (3-29-17)

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ii. Option II -- Completion of a CAEP accredited program in blended early childhood education/early childhood special education birth through grade three (3). Additionally, each candidate shall meet or exceed the state qualifying score on approved early-childhood assessments. (3-29-17)

**07. Blended Elementary Education/Elementary Special Education (Grade 4 - Grade 6).** The Blended Elementary Education/Elementary Special Education (Grade 4 - Grade 6) endorsement allows one to teach in any grade four (4) through grade six (6) education setting, except in a middle school setting. This endorsement may only be issued in conjunction with the Blended Early Childhood Education/Early Childhood Special Education (Birth - Grade 3) endorsement. To be eligible for a Blended Elementary Education/Elementary Special Education (Grade 4 - Grade 6) endorsement, a candidate must have satisfied the following requirements: (3-28-18)

a. Completion of a program of a minimum of twenty (20) semester credit hours in elementary education coursework to include: methodology (literacy, mathematics, science, physical education, art); content knowledge (mathematics, literacy, science, health, art); technology; assessment; and, field experiences in grades four (4) through six (6). (3-28-18)

**08. Business Technology Education (6-12).** (3-16-04)

a. Twenty (20) semester credit hours to include course work in each of the following areas: accounting; computer and technical applications in business; economics; methods of teaching business education; career guidance; Career Technical Student Organization leadership; business communication/writing; and office procedures. Additional competencies may be satisfied through the following: entrepreneurship; finance; marketing; business law; or business management; and occupational teacher preparation pursuant to Subsection 015.05.a.; or (3-28-18)

b. Occupational teacher preparation pursuant to Section 015.04 through 015.06. (3-29-17)

**09. Chemistry (5-9 or 6-12).** Twenty (20) semester credit hours in the area of chemistry, to include coursework in each of the following areas: inorganic and organic chemistry. (3-29-17)

**10. Communication (5-9 or 6-12).** Follow one (1) of the following options: (3-29-17)

a. Option I -- Twenty (20) semester credit hours to include Methods of Teaching Speech/Communications plus course work in at least four (4) of the following areas: Interpersonal Communication/Human Relations; Argumentation/Personal Persuasion; Group Communications; Nonverbal Communication; Public Speaking; Journalism/Mass Communications; and Drama/Theater Arts. (3-29-17)

b. Option II -- Possess an English endorsement plus at least twelve (12) semester credit hours distributed among the following: Interpersonal Communication/Human Relations, Public Speaking, Journalism/Mass Communications, and Methods of Teaching Speech/Communication. (3-29-17)

**11. Computer Science (5-9 or 6-12).** (3-29-17)

a. Twenty (20) semester credit hours of course work in Computer Science, including course work in the following areas: data representation and abstraction; design, development, and testing algorithms; software development process; digital devices systems network; and the role of computer science and its impact on the modern world; or (3-29-17)

b. Occupational teacher preparation pursuant to Section 015.04 through 015.06. (3-29-17)

~~**12. Consulting Teacher/Teacher Leader Endorsement.** Consulting teachers provide technical assistance to teachers and other staff in the school district with regard to the selection and implementation of appropriate teaching materials, instructional strategies, and procedures to improve the educational outcomes for students. Candidates who hold this endorsement are teacher leaders who will facilitate the design and implementation of sustained, intensive, and job embedded professional learning based on identified student and teacher needs. This~~

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~~endorsement is valid for five (5) years and is renewable based upon successful completion and verification of an additional four (4) semester credits beyond those required for standard certification renewal. The additional credits shall be taken for university or college credit consistent with the Individual Professional Learning Plan (IPLP). (3-25-16)~~

~~a. Special Education Consulting Teacher Eligibility for Endorsement. To be eligible for a Special Education Consulting Teacher endorsement on the Standard Instructional Certificate, a candidate must have satisfied the following requirements: (3-28-18)~~

~~i. Education Requirements. Qualify for or hold a Standard Instructional Certificate, and hold a master's degree or an approved fifth-year program as defined by the Idaho State Board of Education, and have demonstrated content competencies in the following areas: (3-28-18)~~

~~(1) Assessment of learning behaviors; (3-25-16)~~

~~(2) Individualization of instructional programs based on educational diagnosis; (3-25-16)~~

~~(3) Behavioral and/or classroom management techniques; (3-25-16)~~

~~(4) Program implementation and supervision; (3-25-16)~~

~~(5) Knowledge in use of current methods, materials and resources available and management and operation of media centers; (3-25-16)~~

~~(6) Ability in identifying and utilizing community or agency resources and support services; and (3-25-16)~~

~~(7) Counseling skills and guidance of professional staff. (3-25-16)~~

~~ii. Experience. Completion of a minimum of three (3) years' teaching experience, at least two (2) years of which must be in a special education classroom setting. (3-25-16)~~

~~iii. Provides verification of completion of a state-approved program of at least twenty (20) semester credit hours of study at an accredited college or university or a state-approved equivalent. Program shall include: (3-25-16)~~

~~(1) Ninety (90) contact hours to include a combination of face-to-face and field-based professional development activities; and (3-25-16)~~

~~(2) The development and presentation of a culminating portfolio that provides evidence that knowledge gained and skills acquired are aligned with Idaho Teacher Leader Standards as follows: (3-25-16)~~

~~(a) Understanding Adults As Learners to Support Professional Learning Communities; (3-25-16)~~

~~(b) Accessing and Using Research to Improve Practice and Student Achievement; (3-25-16)~~

~~(c) Promoting Professional Learning for Continuous Improvement; (3-25-16)~~

~~(d) Facilitating Improvements in Instruction and Student Learning; (3-25-16)~~

~~(e) Using Assessments and Data for School and District Improvement; (3-25-16)~~

~~(f) Improving Outreach and Collaboration with Families and Community; and (3-25-16)~~

~~(g) Advocating for Student Learning and the Profession. (3-25-16)~~

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~~iv. Not less than one (1) semester of successful experience as a special education teacher working with classroom teachers in elementary or secondary schools. (3-25-16)~~

~~b. Mathematics Consulting Teacher Eligibility for Endorsement. To be eligible for a Mathematics Consulting Teacher endorsement on the Standard Instructional Certificate, a candidate must have satisfied the following requirements: (3-28-18)~~

~~i. Education Requirements. Qualify for or hold a Standard Instructional Certificate and have demonstrated content competencies. Coursework and content domains required include the full series of Mathematics Thinking for Instruction (MTI), Number and Operation, Geometry, Algebraic Reasoning, Measurement and Data Analysis, and Statistics and Probability which are centered on the following emphases: (3-28-18)~~

~~(1) Structural Components of Mathematics; (3-25-16)~~

~~(2) Modeling, Justification, Proof and Generalization; (3-25-16)~~

~~(3) Mathematical Knowledge for Teaching (Ball, Thames, & Phelps, 2008). (3-25-16)~~

~~ii. Experience. Completion of a minimum of three (3) years' teaching experience. (3-25-16)~~

~~iii. Provides verification of completion of a state approved program of at least twenty (20) semester credit hours of study at an accredited college or university or a state approved equivalent. Program shall include: (3-25-16)~~

~~(1) Ninety (90) contact hours to include a combination of face-to-face and field-based professional development activities; and (3-25-16)~~

~~(2) The development and presentation of a culminating portfolio that provides evidence that knowledge gained and skills acquired are aligned with Idaho Teacher Leader Standards as follows: (3-25-16)~~

~~(a) Understanding Adults As Learners to Support Professional Learning Communities; (3-25-16)~~

~~(b) Accessing and Using Research to Improve Practice and Student Achievement; (3-25-16)~~

~~(c) Promoting Professional Learning for Continuous Improvement; (3-25-16)~~

~~(d) Facilitating Improvements in Instruction and Student Learning; (3-25-16)~~

~~(e) Using Assessments and Data for School and District Improvement; (3-25-16)~~

~~(f) Improving Outreach and Collaboration with Families and Community; and (3-25-16)~~

~~(g) Advocating for Student Learning and the Profession. (3-25-16)~~

~~iv. Not less than one (1) semester of successful experience as a mathematics teacher working with classroom teachers in elementary or secondary schools. (3-25-16)~~

**1312. Deaf/Hard of Hearing (K-12).** Completion of a minimum of thirty-three (33) semester credit hours in the area of deaf/hard of hearing with an emphasis on instruction for students who use sign language or completion of a minimum thirty-three (33) semester credit hours in the area of deaf/hard of hearing with an emphasis on instruction for students who use listening and spoken language. An institutional recommendation specific to this endorsement is required. To be eligible for a Deaf/Hard of Hearing endorsement, a candidate must have satisfied the following requirements: (3-29-17)

a. Completion of a baccalaureate degree from an accredited college or university; (3-29-17)



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**b.** Completion of a program from an Idaho college or university in elementary, secondary, or special education currently approved by the Idaho State Board of Education; or (3-29-17)

**c.** Completion of a program from an out-of-state college or university in elementary, secondary, or special education currently approved by the state educational agency of the state in which the program was completed; and (3-29-17)

**d.** Completion of a program of a minimum of thirty-three (33) semester credit hours in the area of Deaf/Hard of Hearing and must receive an institutional recommendation specific to this endorsement from an accredited college or university. (3-29-17)

**023. ENDORSEMENTS E - L.**

**01. Early Childhood Special Education (Pre-K-3).** The Early Childhood Special Education (Pre-K-3) endorsement is non-categorical and allows one to teach in any Pre-K-3 special education setting. This endorsement may only be added to the Exceptional Child Generalist (K-8 or K-12) endorsement. To be eligible a candidate must have satisfied the following requirements: (3-28-18)

**a.** Completion of a program of a minimum of twenty (20) semester credit hours in the area of Early Childhood Education to include course work in each of the following areas: child development and behavior with emphasis in cognitive-language, physical, social and emotional areas, birth through age eight (8); curriculum and program development for young children ages three to eight (3-8); methodology: planning, implementing and evaluating environments and materials for young children ages three to eight (3-8); guiding young children's behavior: observing, assessing and individualizing ages three to eight (3-8); identifying and working with atypical young children ages three to eight (3-8) parent-teacher relations; and student teaching at the Pre-K - 3 grades. (3-29-17)

**02. Earth and Space Science (5-9 or 6-12).** Twenty (20) semester credit hours including course work in each of the following areas: earth science, astronomy, and geology. (3-29-17)

**03. Economics (5-9 or 6-12).** Twenty (20) semester credit hours to include a minimum of three (3) semester credit hours of micro-economics, a minimum of three (3) semester credit hours of macro-economics, and a minimum of six (6) semester credit hours of Personal Finance/Consumer Economics/Economics Methods. Remaining course work may be selected from business, economics, or finance course. (3-28-18)

**04. Engineering (5-9 or 6-12).** (3-29-17)

**a.** Twenty (20) semester credit hours of engineering course work; or (3-29-17)

**b.** Occupational teacher preparation pursuant to Subsections 015.04 through 015.06. (3-29-17)

**05. English (5-9 or 6-12).** Twenty (20) semester credit hours, including ~~three (3) semester credit hours in Linguistics/coursework in all of the following areas: Grammar/grammar, three (3) semester credit hours in American Literature/literature, three (3) semester credit hours in English-British Literature, six (6) semester credit hours in multicultural/world literature, young adult literature, and literary theory. Additionally, a course in Advanced-advanced Composition/composition, excluding the introductory sequence designed to meet general education requirements. Remaining credits must be completed in the English Department, and must include some course work in Writing Methods for Teachers of Secondary Students, and a course in secondary English language arts methods are required.~~ (3-29-17)(\_\_\_\_)

**06. English as a Second Language (ESL) (K-12).** Twenty (20) semester credit hours leading toward competency as defined by Idaho Standards for ESL Teachers to include all of the following: a modern language other than English; cultural diversity; ESL methods; linguistics; second language acquisition theory and practice; foundations of ESL/bilingual education, legal foundations of ESL/bilingual education, identification and assessment



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of English learners; and at least one (1) semester credit in ESL ~~practicum or clinical~~ field experience. ~~(3-28-18)~~( )

**07. Exceptional Child Generalist (K-8, 6-12, or K-12).** The Exceptional Child Generalist endorsement is non-categorical and allows one to teach in any special education setting, applicable to the grade range of the endorsement. Regardless of prior special education experience, all initial applicants must provide an institutional recommendation that an approved special education program has been completed, with field work to include student teaching in an elementary or secondary special education setting. To be eligible, a candidate must have satisfied the following requirements: (3-29-17)

**a.** Completion of thirty (30) semester credit hours in special education, or closely related areas, as part of an approved special education program; and (3-29-17)

**b.** Each candidate must have a qualifying score on an approved core content assessment and a second assessment related to the specific endorsement requested. (3-29-17)

**08. Family and Consumer Sciences (6-12).** (3-28-18)

**a.** Thirty (30) semester credit hours to include coursework in each of the following areas: child/human development; human/family relations; directed laboratory experience in childcare; apparel and textiles, cultural dress, fashion design and merchandising; nutrition; food preparation, food production, or culinary arts; housing, interior design, or home management; consumer economics or family resource management; introduction to family consumer sciences; Career Technical Student Organization leadership; career guidance; and family consumer science methods; and occupational teacher preparation pursuant to Subsection 015.05.a.; or (3-28-18)

**b.** Occupational teacher preparation pursuant to Section 015.04 through 015.06. (3-29-17)

**09. Geography (5-9 or 6-12).** Twenty (20) semester credit hours including course work in Cultural Geography and Physical Geography, and a maximum of six (6) semester credit hours in World History Survey. The remaining semester credit hours must be selected from Geography. (3-29-17)

**10. Geology (5-9 or 6-12).** Twenty (20) semester credit hours in the area of Geology. (3-29-17)

**11. Gifted and Talented (K-12).** Twenty (20) semester credit hours leading toward competency as defined by Idaho Standards for ~~Teachers of Gifted and Talented Education Professionals~~ ~~Students~~, to include ~~semester credit hours coursework in each of the following areas of gifted and talented education: Foundations foundations, of Gifted and Talented Education; Creative creative /and Critical critical Thinking thinking, Skills for Gifted and Talented Students; Social social and Emotional emotional Needs needs, of Gifted and Talented Students; Curriculum curriculum, Instruction instruction, and Assessment assessment for Gifted and Talented Students; and identification, Differentiated differentiated Instruction instruction, and Programing for Gifted and Talented Students; and Practicum and Program program Design design, for Gifted and Talented Education. Remaining course work must be in the area of gifted education and clinical practice.~~ (3-12-14)( )

**12. Health (5-9, 6-12, or K-12).** Twenty (20) semester credit hours to include course work in each of the following areas: Organization/Administration/Planning of a School Health Program; Health, Wellness, and Behavior Change; Secondary Methods of Teaching Health, to include field experience in a traditional classroom; Mental/Emotional Health; Nutrition; Human Sexuality; Substance Use and Abuse. Remaining semester credits must be in health-related course work. To obtain a Health K-12 endorsement, applicants must complete an elementary Health methods course. (3-29-17)

**13. History (5-9 or 6-12).** Twenty (20) semester credit hours to include a minimum of six (6) semester credit hours of U.S. History Survey and a minimum of six (6) semester credit hours of World History Survey. Remaining course work must be in History. Course work may include three (3) semester credit hours in American Government. (3-29-17)

**14. Humanities (5-9 or 6-12).** An endorsement in English, History, Music, Visual Art, Drama, or Foreign Language and twenty (20) semester credit hours in one of the following areas or ten (10) semester credit hours

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in each of two (2) of the following areas: Literature, Music, Foreign Language, Humanities Survey, History, Visual Art, Philosophy, Drama, Comparative World Religion, Architecture, and Dance. (3-29-17)

**15. Journalism (5-9 or 6-12).** Follow one (1) of the following options: (3-29-17)

**a.** Option I -- Twenty (20) semester credit hours to include a minimum of fourteen (14) semester credit hours in Journalism and six (6) semester credit hours in English and/or Mass Communication. (3-29-17)

**b.** Option II -- Possess an English endorsement with a minimum of six (6) semester credit hours in Journalism. (3-16-04)

**16. Literacy (K-12).** Twenty ~~one (21)~~ (20) semester credit hours leading toward competency as defined by Idaho Standards for Literacy Teachers to include the following areas: ~~Foundations~~ foundations of ~~Literacy~~ literacy (including reading, writing, listening, speaking, viewing, and New Literacies ~~language~~); ~~Development~~ development and ~~Diversity~~ diversity of ~~Literacy~~ literacy ~~Learners~~ learners; ~~Literacy~~ literacy in the ~~Content~~ content ~~Area~~ area; ~~Literature~~ literature for ~~Youth~~ youth; ~~Language~~ language ~~Development~~ development; ~~Corrective~~ corrective/~~Diagnostic~~ diagnostic/~~Remedial~~ remedial ~~Reading~~ reading; and ~~Writing~~ writing ~~Instruction~~ methods; and ~~reading methods~~. To obtain a Literacy endorsement, applicants must complete the Idaho Comprehensive Literacy Course or the Idaho Comprehensive Literacy Assessment. (3-12-14)(    )

**024. ENDORSEMENTS M - Z.**

**01. Marketing Technology Education (6-12).** (3-16-04)

**a.** Twenty (20) semester credit hours to include course work in each of the following areas: marketing; management; economics; coordination of cooperative programs; merchandising/retailing; methods of teaching marketing education; and Career Technical Student Organization leadership, with remaining credit hours in entrepreneurship; hospitality and tourism; finance; career guidance; or accounting and occupational teacher preparation pursuant to Subsection 015.05.a.; or (3-28-18)

**b.** Occupational teacher preparation pursuant to Subsections 015.04 through 015.06. (3-29-17)

~~**02. Mathematics - Basic (5-9 or 6-12).** Twenty (20) semester credit hours in Mathematics content course work in algebraic thinking, functional reasoning, Euclidean and transformation geometry and statistical modeling and probabilistic reasoning. A minimum of two (2) of these twenty (20) credits must be focused on secondary mathematics pedagogy. Six (6) semester credit hours of computer programming may be substituted for six (6) semester credits in Mathematics content. (3-29-17)~~

**0302. Mathematics (5-9 or 6-12).** Twenty (20) semester credit hours including course work in each of the following areas: Euclidean and transformational geometry, linear algebra, discrete mathematics, statistical modeling and probabilistic reasoning, and the first two (2) courses in a standard calculus sequence. A minimum of two (2) of these twenty (20) credits must be focused on secondary mathematics pedagogy. Statistics course work may be taken from a department other than the mathematics department. (3-29-17)

**03. Mathematics - Basic (5-9 or 6-12).** Twenty (20) semester credit hours in Mathematics content course work in algebraic thinking, functional reasoning, Euclidean and transformation geometry and statistical modeling and probabilistic reasoning. A minimum of two (2) of these twenty (20) credits must be focused on secondary mathematics pedagogy. Six (6) semester credit hours of computer programming may be substituted for six (6) semester credits in Mathematics content. (3-29-17)

**04. Music (5-9 or 6-12 or K-12).** Twenty (20) semester credit hours leading toward competency as defined by Idaho Standards for Music Teachers to include course work in the following: Theory and Harmony; Aural Skills, Music History; Conducting; Applied Music; and Piano Proficiency (Class Piano or Applied Piano), and Secondary Music Methods/Materials. To obtain a Music K-12 endorsement, applicants must complete an elementary music methods course. (3-29-17)

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**05. Natural Science (5-9 or 6-12).** Follow one (1) of the following options: (3-29-17)

**a.** Option I -- Must hold an existing endorsement in one of the following areas: Biological Science, Chemistry, Earth Science, Geology, or Physics; and complete a total of twenty-four (24) semester credit hours as follows: (4-7-11)

i. Existing Biological Science Endorsement. Eight (8) semester credit hours in each of the following areas: Physics, Chemistry, and Earth Science or Geology. (3-29-17)

ii. Existing Physics Endorsement. Eight (8) semester credit hours in each of the following areas: Biology, Chemistry, and Earth Science or Geology. (3-29-17)

iii. Existing Chemistry Endorsement. Eight (8) semester credit hours in each of the following areas: Biology, Physics, and Earth Science or Geology. (3-29-17)

iv. Existing Earth Science or Geology Endorsement. Eight (8) semester credit hours in each of the following areas: Biology, Physics, and Chemistry. (3-29-17)

**b.** Option II -- Must hold an existing endorsement in Agriculture Science and Technology; and complete twenty-four (24) semester credit hours with at least six (6) semester credit hours in each of the following areas: Biology, Chemistry, Earth Science or Geology, and Physics. (3-29-17)

**06. Online-Teacher (K-12).** To be eligible for an Online-Teacher (K-12) endorsement, a candidate must have satisfied the following requirements: (3-28-18)

**a.** Meets the state's professional teaching and/or licensure standards and is qualified to teach in his/her field of study. (3-25-16)

**b.** Provides evidence of online ~~experience or~~ course time ~~both~~ as a student ~~and as a learner~~, and demonstrates online learning ~~and teaching proficiency~~ experience. (3-25-16)( )

**c.** Has completed an eight (8) week online ~~teaching internship~~ clinical practice in a ~~Pre~~-K-12 program, or has one (1) year of verifiable and successful experience as a teacher delivering curriculum online in grades ~~Pre~~-K-12 within the past three (3) years. (3-25-16)( )

**d.** Provides verification of completion of a state-approved program of at least twenty (20) semester credit hours of study in online teaching and learning at an accredited college or university or a state-approved equivalent. (3-25-16)

**e.** Demonstrates proficiency in the Idaho Standards for Online Teachers ~~including the following competencies~~. (3-25-16)( )

~~i. Knowledge of Online Education and Human Development; (3-25-16)~~

~~ii. Facilitate and Inspire Student Learning and Creativity; (3-25-16)~~

~~iii. Design and Develop Digital Age Learning Experiences and Assessments Standards; (3-25-16)~~

~~iv. Model Digital Age Work and Learning; Promote and Model Digital Citizenship and Responsibility Standards; and (3-25-16)~~

~~v. Engage in Professional Growth and Leadership. (3-25-16)~~

~~**07. Physics (5-9 or 6-12).** Twenty (20) semester credit hours in the area of Physics. (3-28-18)~~

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**0807. Physical Education (PE) (5-9 or 6-12 or K-12).** Twenty (20) semester credit hours to include course work in each of the following areas: personal and teaching competence in Sport, Movement, physical activity, and Outdoor Skills; Secondary PE Methods; administration and curriculum to include field experiences in physical education; Student Evaluation in PE; Safety and Prevention of Injuries; Fitness and Wellness; PE for Special Populations; Exercise Physiology; Kinesiology/Biomechanics; Motor Behavior; and Current CPR and First Aid Certification. To obtain a PE K-12 endorsement, applicants must complete an elementary PE methods course. (3-29-17)

**0908. Physical Science (5-9 or 6-12).** Twenty (20) semester credit hours in the area of physical science to include a minimum of eight (8) semester credit hours in each of the following: Chemistry and Physics. (3-29-17)

**09. Physics (5-9 or 6-12).** Twenty (20) semester credit hours in the area of Physics. ( )

**10. Psychology (5-9 or 6-12).** Twenty (20) semester credit hours in the area of Psychology. (3-29-17)

**11. Science – Middle Level (5-9).** Twenty-four (24) semester credit hours in science content coursework including at least eight (8) credits in each of the following: biology, earth science and physics to include lab components. Science foundation standards must be met. ( )

**1112. Social Studies (5-9 or 6-12).** Must have an endorsement in History, American Government/Political Science, Economics, or Geography plus a minimum of twelve (12) semester credit hours in each of the remaining core endorsements areas: Historyhistory, Geographygeography, Economicseconomics, and American Governmentgovernment/Politicalpolitical Sciencescience. (3-29-17)( )

**13. Social Studies – Middle Level (5-9).** Twenty (20) Semester credit hours in social studies content coursework including at least five (5) credits in each of the following: history, geography, and American government/political science or economics. Social Studies foundations must be met. ( )

**1214. Sociology (5-9 or 6-12).** Twenty (20) semester credit hours in the area of Sociology. (3-29-17)

**1315. Sociology/Anthropology (5-9 or 6-12).** Twenty (20) semester credit hours including a minimum of six (6) semester credit hours in each of the following: Anthropology and Sociology. (3-29-17)

**16. Teacher Leader.** Teacher leaders provide technical assistance to teachers and other staff in the school district with regard to the selection and implementation of appropriate teaching materials, instructional strategies, and procedures to improve the educational outcomes for students. Candidates who hold this endorsement facilitate the design and implementation of sustained, intensive, and job-embedded professional learning based on identified student and teacher needs. ( )

**a. Teacher Leader – Instructional Specialist – Eligibility of Endorsement.** To be eligible for a Teacher Leader – Instructional Specialist endorsement on the Standard Instructional Certificate, a candidate must have satisfied the following requirements:

**i. Education requirement -** Hold a Standard Instructional Certificate. Content within coursework to include clinical supervision, instructional leadership, and advanced pedagogical knowledge, and have demonstrated competencies in the following areas: providing feedback on instructional episodes; engaging in reflective dialogue centered on classroom instruction, management, and/or experience; focused goal-setting and facilitation of individual and collective professional growth; understanding the observation cycle; and knowledge and expertise in data management platforms. ( )

**ii. Experience.** Completion of a minimum of three (3) years' full-time certificated teaching experience while under contract in an accredited school setting. ( )

**iii. Provides verification of completion of a state-approved program of at least twenty (20) post baccalaureate semester credit hours of study at an accredited college or university or a state-approved equivalent.**

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Program shall include ninety (90) supervised contact hours to include a combination of face-to-face and field-based professional development activities and evidence that knowledge gained and skills acquired are aligned with Idaho Teacher Leader Standards. ( )

**b.** Teacher Leader - Literacy - Eligibility for Endorsement. To be eligible for a Teacher Leader - Literacy endorsement on the Standard Instructional Certificate a candidate must have satisfied the following requirements: ( )

i. Education Requirements. Hold a Standard Instructional Certificate and have demonstrated content competencies in the Idaho Literacy Standards. Coursework and content domains required include foundational literacy concepts; fluency, vocabulary development and comprehension; literacy assessment concepts; and writing process, which are all centered on the following emphases: specialized knowledge of content and instructional methods; data driven decision making to inform instruction; research-based differentiation strategies; and culturally responsive pedagogy for diverse learners. ( )

ii. Experience. Completion of a minimum of three (3) years' full-time certificated experience, while under contract in an accredited school setting. ( )

iii. Provides verification of completion of a state-approved program of at least twenty (20) post baccalaureate semester credit hours of study at an accredited college or university or a state-approved equivalent. Program shall include ninety (90) supervised contact hours to include a combination of face-to-face and field-based professional development activities and evidence that knowledge gained and skills acquired are aligned with Idaho Teacher Leader Standards. The candidate must meet or exceed the state qualifying score on appropriate state approved literacy content assessment. ( )

**c.** Teacher Leader - Mathematics - Eligibility for Endorsement. To be eligible for a Teacher Leader – Mathematics endorsement on the Standard Instructional Certificate, a candidate must have satisfied the following requirements: ( )

i. Education Requirements. Hold a Standard Instructional Certificate and have demonstrated content competencies. Coursework and content domains required include number and operation, geometry, algebraic reasoning, measurement and data analysis, and statistics and probability, which are centered on the following emphases: structural components of mathematics; modeling, justification, proof, and generalization; and specialized mathematical knowledge for teaching. ( )

ii. Experience. Completion of a minimum of three (3) years' full-time certificated teaching experience while under contract in an accredited school setting. ( )

iii. Provides verification of completion of a state-approved program of at least twenty (20) post baccalaureate semester credit hours of study at an accredited college or university or a state-approved equivalent. Program shall include ninety (90) supervised contact hours to include a combination of face-to-face and field-based professional development activities and evidence that knowledge gained and skills acquired are aligned with Idaho Teacher Leader Standards. The candidate must meet or exceed the state qualifying score on appropriate state approved math content assessment. ( )

**d.** Teacher Leader - Special Education - Eligibility for Endorsement. To be eligible for a Teacher Leader - Special Education endorsement on the Standard Instructional Certificate, a candidate must have satisfied the following requirements: ( )

i. Education Requirements. Hold a Standard Instructional Certificate endorsed Generalist K-12, K-8, or 5-9 and have demonstrated content competencies in the following areas: assessment of learning behaviors; individualization of instructional programs based on educational diagnosis; behavioral and/or classroom management techniques; program implementation and supervision; use of current methods, materials, and resources available and management and operation of special education management platforms; identification and utilization of community or agency resources and support services; counseling, guidance, and management of professional staff; and special education law, including case law. ( )

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ii. Experience. Completion of a minimum of three (3) years' full-time certificated experience, at least two (2) years of which must be in a special education classroom setting, while under contract in an accredited school setting. ( )

iii. Provides verification of completion of a state-approved program of at least twenty (20) post baccalaureate semester credit hours of study at an accredited college or university or a state-approved equivalent. Program shall include ninety (90) supervised contact hours to include a combination of face-to-face and field-based professional development activities and evidence that knowledge gained and skills acquired are aligned with Idaho Teacher Leader Standards. ( )

**1417. Teacher Librarian (K-12).** Twenty (20) semester credit hours of coursework leading toward competency as defined by Idaho Standards for Teacher Librarians to include the following: Collection-collection Developmentdevelopment/Materials-materials Selectionselection, Literature-literature for Children-children and/or Young-young Adultsadults; Organization-organization of Information-information to include (Cataloging-cataloging and Classification)classification; School-school Library-library Administrationadministration/Managementmanagement; Library-library Information-information Technologiestechnologies; Information-information Literacyliteracy; and Reference-reference and Information information Serviceservice. (3-12-14)( )

**1518. Technology Education (6-12).** (3-28-18)

a. Twenty (20) semester credit hours to include course work in each of the following areas: communication technology; computer applications; construction technology; electronics technology; manufacturing technology; power, energy and transportation and other relevant emerging technologies; Career Technical Student Organization leadership; principles of engineering design; and occupational teacher preparation pursuant to Subsection 015.05.a; or (3-28-18)

b. Occupational teacher preparation pursuant to Subsections 015.04 through 015.06. (3-29-17)

**1619. Theater Arts (5-9 or 6-12).** Twenty (20) semester credit hours leading toward competency as defined by Idaho Standards for Theater Arts Teacher, including coursework in each of the following areas: acting and directing, and a minimum of six (6) semester credits in technical theater/stagecraft. To obtain a Theater Arts (6-12) endorsement, applicants must complete a comprehensive methods course including the pedagogy of acting, directing and technical theater. (3-29-17)

**1720. Visual Arts (5-9, 6-12, or K-12).** Twenty (20) Semester credit hours leading toward competency as defined by Idaho Standards for Visual Arts Teachers to include a minimum of nine (9) semester credit hours in: foundation art and design. Additional course work must include secondary arts methods, 2-dimensional and 3-dimensional studio areas. To obtain a Visual Arts (K-12) endorsement, applicants must complete an elementary art methods course. (3-29-17)

**1821. Visual Impairment (K-12).** Completion of a program of a minimum of thirty (30) semester credit hours in the area of visual impairment. An institutional recommendation specific to this endorsement is required. To be eligible for a Visually Impaired endorsement, a candidate must have satisfied the following requirements: (3-28-18)

a. Completion of a baccalaureate degree from an accredited college or university; (3-29-17)

b. Completion in an Idaho college or university of a program in elementary, secondary, or special education currently approved by the Idaho State Board of Education, or completion in an out-of-state college or university of a program in elementary, secondary, or special education currently approved by the state educational agency of the state in which the program was completed; (3-29-17)

c. Completion of a program of a minimum of thirty (30) semester credit hours in the area of Visual Impairment and must receive an institutional recommendation specific to this endorsement from an accredited college



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or university; and (3-29-17)

**d.** Each candidate must have a qualifying score on an approved core content assessment and a second assessment related to the specific endorsement requested. (3-29-17)

**1922. World Language (5-9, 6-12 or K-12).** Twenty (20) semester credit hours to include a minimum of twelve (12) intermediate or higher credits in a specific world language. Course work must include two (2) or more of the following areas: grammar, conversation, composition, culture, or literature; and course work in foreign language methods. To obtain an endorsement in a specific foreign language (K-12), applicants must complete an elementary methods course. To obtain an endorsement in a specific foreign language, applicants must complete the following: (3-28-18)

**a.** Score an intermediate high (as defined by the American Council on the Teaching of Foreign Languages or equivalent) on an oral proficiency assessment conducted by an objective second party; and (3-28-18)

**b.** A qualifying score on a state approved specific foreign language content assessment, or if a specific foreign language content assessment is not available, a qualifying score on a state approved world languages pedagogy assessment) (3-28-18)

**025. -- 041. (RESERVED)**

**042. ALTERNATE ROUTES TO CERTIFICATION.**

The purpose of this program is to provide an alternative for individuals to become certificated teachers in Idaho without following a standard teacher education program. Alternative Routes to Certification shall allow individuals to serve as the teacher of record prior to having earned full certification status. The teacher of record is defined as the person who is primarily responsible for planning instruction, delivering instruction, assessing students formatively and summatively, and designating the final grade. Individuals who are currently employed as Paraprofessionals and, individuals with strong subject matter background but limited experience with educational methodology shall follow the alternate certification requirements provided herein. Individuals who are currently certificated to teach but who are in need of an emergency endorsement in another area may obtain an endorsement through an alternate route as described in Subsection 021.02 of these rules. (3-29-17)

**01. Alternative Authorization -- Teacher To New Certification.** The purpose of this alternative authorization is to allow Idaho school districts to request additional certification when a professional position cannot be filled with someone who has the correct certification. Alternative authorization in this area is valid for one (1) year and may be renewed for two (2) additional years with evidence of satisfactory progress toward completion of an approved alternative route preparation program. Interim certification is valid for not more than three (3) years total. (3-29-17)

**a.** Prior to application, a candidate must hold a baccalaureate degree, and a valid Idaho instructional certificate. The school district must provide supportive information attesting to the ability of the candidate to fill the position. (3-29-17)

**b.** A candidate must participate in an approved alternative route preparation program. (3-25-16)

**i.** The candidate will work toward completion of the alternative route preparation program through a participating college/university, and the employing school district. The candidate must complete a minimum of nine (9) semester credits annually to maintain eligibility for renewal; and (3-25-16)

**ii.** The participating college/university shall provide procedures to assess and credit equivalent knowledge, dispositions, and relevant life/work experiences. (3-20-04)

**02. Alternative Authorization -- Content Specialist.** The purpose of this alternative authorization is to offer an expedited route to certification for individuals who are highly and uniquely qualified in a subject area to teach in a district with an identified need for teachers in that area. Alternative authorization in this area is valid for one (1) year and may be renewed for two (2) additional years with evidence of satisfactory progress toward completion of

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an approved alternative route preparation program. Interim certification is valid for not more than three (3) years total.  
(3-25-16)

**a.** Initial Qualifications. (3-20-04)

i. A candidate must hold a baccalaureate degree or have completed all of the requirements of a baccalaureate degree except the student teaching ~~or practicum~~ portion; and (3-29-17)( )

ii. The hiring district shall ensure the candidate is qualified to teach in the area of identified need through demonstrated content knowledge. This may be accomplished through a combination of employment experience and education. (3-25-16)

**b.** Alternative Route Preparation Program -- College/University Preparation or Other State Board Approved Certification Program. (3-25-16)

i. At the time of authorization a consortium comprised of a designee from the college/university to be attended or other state board approved certification program, and a representative from the school district, and the candidate shall determine the preparation needed to meet the Idaho Standards for Initial Certification of Professional School Personnel. This plan must include mentoring and a minimum of one (1) classroom observation by the mentor per month, which will include feedback and reflection, while teaching under the alternative authorization. The plan must include annual progress goals that must be met for annual renewal; (3-29-17)

ii. The candidate must complete a minimum of nine (9) semester credit hours or its equivalent of accelerated study in education pedagogy prior to the end of the first year of authorization. The number of required credits will be specified in the consortium developed plan; (3-29-17)

iii. At the time of authorization the candidate must enroll in and work toward completion of the alternative route preparation program through a participating college/university or other state board approved certification program, and the employing school district. A teacher must attend, participate in, and successfully complete an individualized alternative route preparation program as one (1) of the conditions for annual renewal and to receive a recommendation for full certification; (3-25-16)

iv. The participating college/university or other state board approved certification program shall provide procedures to assess and credit equivalent knowledge, dispositions and relevant life/work experiences; and (3-25-16)

v. Prior to entering the classroom, the candidate shall meet or exceed the state qualifying score on appropriate state-approved content, pedagogy, or performance assessment. (3-20-04)

**03. Non-Traditional Route to Teacher Certification.** An individual may acquire interim certification as found in Section 016 of these rules through an approved non-traditional route certification program. (3-25-16)

**a.** Individuals who possess a baccalaureate degree or higher from an accredited institution of higher education may utilize this non-traditional route to an interim Idaho Teacher Certification. (3-29-17)

**b.** To complete this non-traditional route, the individual must: (3-25-16)

i. Complete a Board approved program; (4-6-05)

ii. Pass the Board approved pedagogy and content knowledge exams; and (4-6-05)

iii. Complete the Idaho Department of Education background investigation check. (3-28-18)

**c.** Interim Certificate. Upon completion of the certification process described herein, the individual will be awarded an interim certificate from the State Department of Education's Certification and Professional



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Standards Department. During the term of the interim certificate, teaching by the individual must be done in conjunction with a two (2) year teacher mentoring program approved by the Board. The individual must complete the mentoring program during the term of the interim certificate. All laws and rules governing standard instructional certificated teachers and pupil service staff with respect to conduct, discipline and professional standards shall apply to individuals teaching under any Idaho certificate including an interim certificate. (3-28-18)

**d.** Interim Certificate Not Renewable. Interim certification hereunder is only available on a one (1) time basis per individual. It will be the responsibility of the individual to obtain a valid renewable Idaho Educator Credential during the three (3) year interim certification term. (3-25-16)

**e.** Types of Certificates and Endorsements. The non-traditional route may be used for first-time certification, subsequent certificates, and additional endorsements. (3-20-14)

**04. Alternative Authorization - Pupil Service Staff.** The purpose of this alternative authorization is to allow Idaho school districts to request endorsement/certification when a position requiring the Pupil Service Staff Certificate cannot be filled with someone who has the correct endorsement/certification. The exception to this rule is the Interim School Nurse endorsement and the Interim Speech Language Pathologist endorsement. The requirements for these endorsements are defined in Subsection 015.02 of these rules. The alternate authorization is valid for one (1) year and may be renewed for two (2) additional years with evidence of satisfactory progress toward completion of an approved alternative route preparation program. Interim certification is valid for not more than three (3) years total. (3-28-18)

**a.** Initial Qualifications. The applicant must complete the following: (4-2-08)

i. Prior to application, a candidate must hold a master's degree and hold a current Idaho license from the Bureau of Occupational Licenses in the area of desired certification; and (3-25-16)

ii. The employing school district must provide supportive information attesting to the ability of the candidate to fill the position. (4-2-08)

**b.** Alternative Route Preparation Program. (4-2-08)

i. The candidate must work toward completion of the alternative route preparation program through a participating college/university and the employing school district. The alternative route preparation program must include annual progress goals. (3-25-16)

ii. The candidate must complete a minimum of nine (9) semester credits annually to be eligible for extension of up to a total of three (3) years. (4-2-08)

iii. The participating college/university or the State Department of Education will provide procedures to assess and credit equivalent knowledge, dispositions, and relevant life/work experiences. (4-2-08)

iv. The candidate must meet all requirements for the endorsement/certificate as provided herein. (4-2-08)

**05. Alternate Authorization Renewal.** Annual renewal will be based on the school year and satisfactory progress toward completion of the applicable alternate authorization requirements. (3-25-16)

**043. -- 059. (RESERVED)**

**060. APPLICATION PROCEDURES / PROFESSIONAL DEVELOPMENT.**

To obtain a new, renew, or reinstate an Idaho Educator Credential, the applicant must submit an application on a form supplied by the State Department of Education or the Division of Career Technical Education as applicable to the type of certificate. All applications for new, renewed, or reinstated occupational specialist certificates must be submitted to the Division of Career Technical Education. The following requirements must be met to renew or reinstate an Idaho

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Educator Credential. (3-29-17)

**01. State Board of Education Requirements for Professional Growth. (4-1-97)**

**a.** Credits taken for recertification must be educationally related to the individualized professional learning plan or related to the professional practice of the applicant. (3-28-18)

i. Credits must be specifically tied to content areas and/or an area of any other endorsement; or (5-8-09)

ii. Credits must be specific to pedagogical best practices or for administrative/teacher leadership; or (4-2-08)

iii. Credits must be tied to a specific area of need designated by district administration. (4-2-08)

iv. Credits must be taken during the validity period of the certificate. (3-28-18)

**b.** Graduate or undergraduate credit will be accepted for recertification. Credit must be transcribed and completed through a college or university accredited by an entity recognized by the State Board of Education. For pupil service staff, continuing education units completed and applied to the renewal of an occupational license issued by the Idaho Bureau of Occupational Licenses will be accepted for recertification. The continuing education units must be recognized by the Idaho Bureau of Occupational Licenses. (3-28-18)( )

**c.** Credits and continuing education units must be taken during the validity period of the certificate. ( )

**ed.** All requests for equivalent in-service training to apply toward recertification, except occupational specialist certificates, must be made through the State Department of Education upon recommendation of the board of trustees consistent with the State Department of Education guidelines. Individuals holding Occupational Specialist Certificates must be made through the Division of Career Technical Education. Applicants must receive prior approval of in-service training and course work prior to applying for renewal. All in-service training must be aligned with the individual's individualized professional learning plan or related to professional practice. (3-28-18)

**de.** At least fifteen (15) hours of formal instruction must be given for each hour of in-service credit granted. (4-1-97)

**ef.** Recertification credits may not be carried over from one (1) recertification period to the next. (4-1-97)

**fg.** An appeals process, developed by the State Department of Education in conjunction with the Professional Standards Commission or the Division of Career Technical Education, as applicable to the certificate type, shall be available to applicants whose credits submitted for recertification, in part or as a whole, are rejected for any reason if such denial prevents an applicant from renewing an Idaho certificate. An applicant whose credits submitted for recertification are rejected, in part or as a whole, within six (6) months of the expiration of the applicant's current certification shall be granted an automatic appeal and a temporary certification extension during the appeal or for one (1) year, whichever is greater. (3-29-17)

**02. State Board of Education Professional Development Requirements. (4-1-97)**

**a.** Districts will have professional development plans. (4-1-97)

**b.** All certificated personnel will be required to complete at least six (6) semester ~~hours-credits~~ or the equivalent within the five (5) year period of validity of the certificate being renewed. (4-1-97)( )

**c.** At least three (3) semester credits will be taken for university or college credit. Verification may be by official or unofficial transcript. Individuals found to have intentionally altered transcripts used for verification, who would have not otherwise met this renewal requirement, will be investigated for violations of the Code of Ethics for

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Idaho Professional Educators. Any such violations may result in disciplinary action. (3-28-18)

d. Pupil Service Staff Certificate holders who hold a professional license through the Idaho Bureau of Occupational Licenses may use continuing education units applied toward the renewal of their professional license toward the renewal of the Pupil Service Staff Certificate. Fifteen (15) continuing education units are equivalent to one (1) semester credit. ( )

**061. -- 065. (RESERVED)**

**066. FEES.**

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

**01. Initial Certificate.** All types, issued for five (5) years -- seventy-five dollars (\$75). (3-16-04)

**02. Renewal Certificate.** All types, issued for five (5) years -- seventy-five dollars (\$75). (3-16-04)

**03. Alternate Route Authorization.** All types, issued for one (1) year -- one hundred dollars (\$100). (3-16-04)

**04. Additions or Changes During the Life of an Existing Certificate.** Twenty-five dollars (\$25). (3-16-04)

**05. To Replace an Existing Certificate.** Ten dollars (\$10). (3-16-04)

**067. -- 074. (RESERVED)**

**075. FINGERPRINTING AND BACKGROUND INVESTIGATION CHECKS (SECTIONS 33-130 AND 33-512, IDAHO CODE).**

All individuals who are required by the provisions of Section 33-130, Idaho Code, must undergo a background investigation check. (3-28-18)

**01. Definitions.** (4-9-09)

**a. Applicant.** An individual completing a background investigation check as identified in Subsection 075.02 of these rules. (3-28-18)

**b. Background Investigation Check.** The submission of a completed applicant fingerprint card or scan by an authorized entity submitted under an enacted state statute/local ordinance or federal law, approved by the Attorney General of the United States allowing a search of the state and federal criminal history indices for non-criminal justice purposes including employment suitability, licensing determinations, immigration and naturalization matters, and national security clearances. (3-28-18)

**c. Background Investigation Check Result.** The response to a state and federal background investigation check initiated by a fingerprint submission from an authorized entity for non-criminal justice purposes. Results are returned to the submitting authorized entity by the state criminal history repository (Idaho State Police Bureau of Criminal Investigation). (3-28-18)

**d. Break-in-Service.** A voluntary or involuntary termination in employment, including retirement. (4-9-09)

**e. Candidate.** An individual attending a postsecondary program. (4-9-09)

**f. Contractor.** An agency, company/business, or individual that has signed a contract or agreement to

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provide services to an LEA and private or parochial school. (4-9-09)

**g.** Employee. A person who is hired for a wage, salary, fee, or payment to perform work for an employer. (3-28-18)

**h.** Fingerprint Card or Scan. The process for obtaining impressions of an individual's fingerprint images, both ten (10) individual finger impressions rolled from nail to nail and slap or flat impressions taken simultaneously without rolling. Fingerprints may be recorded utilizing either an inked standard fingerprint card or using a livescan device. Standard fingerprint cards may also be scanned for submission to the state repository for background investigation check purposes. (3-28-18)

**i.** Rejected Fingerprint Cards or Scans. A fingerprint card or scan that has been returned by the Idaho State Police Bureau of Criminal Identification or Federal Bureau of Investigation for poor quality prints. (3-28-18)

**j.** Unsupervised Contact. Direct contact or interaction with students not under the direct supervision of an LEA employee in a K-12 setting. This includes contact or interaction with students in scheduled school activities that occur outside of the school or outside of normal school hours. (3-28-18)

**02. Individuals Required to Complete a Background Investigation Check.** (3-28-18)

**a.** All applicants for certificates; (3-28-18)

**b.** Certificated and noncertificated employees; (3-28-18)

**c.** Substitute teachers; (3-28-18)

**d.** Contractors who have unsupervised contact with students in a public K-12 setting, including contractors who are providing student services; (3-28-18)

**e.** Student teachers or any postsecondary candidates who have unsupervised contact with students in a public K-12 setting; (3-28-18)

**f.** Volunteers who have unsupervised contact with students in a public K-12 setting; (3-28-18)

**g.** Any individuals who have unsupervised contact with students in a public K-12 setting. (3-28-18)

**03. Fee.** The SDE shall charge a fee for undergoing a background investigation check pursuant to Section 33-130, Idaho Code. (3-28-18)

**04. Rejected Fingerprint Cards or Scans.** (4-9-09)

**a.** When a fingerprint card has been rejected a new completed fingerprint card is required. (4-9-09)

**b.** The rejected fingerprint card will be sent back to the originating LEA, private or parochial school, contractor, postsecondary program, or individual. (3-28-18)

**c.** A new fingerprint card must be completed by a law enforcement agency to ensure legible fingerprints. Both the rejected fingerprint card and the new fingerprint card must be returned to the SDE within thirty (30) calendar days. (3-28-18)

**d.** If the new fingerprint card and rejected fingerprint card are returned after thirty (30) calendar days, a fee, pursuant to Subsection 075.03 of these rules, is required to be paid. (3-28-18)

**05. Secured Background Investigation Check Website.** The SDE will maintain a background investigation check website listing the background investigation check results for review by the LEA, private or

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parochial school, contractor or postsecondary program. Each LEA, private or parochial school, contractor and postsecondary program will have access to the background investigation check secure site listing their employees, statewide substitute teacher list, and student teacher list. (3-28-18)

**06. Background Investigation Checks for Certification.** (3-28-18)

**a.** The SDE will make the final determination if an applicant is eligible for Idaho certification. (4-9-09)

**b.** If the SDE makes a determination that the applicant is not eligible for Idaho certification, the SDE may deny the applicant Idaho certification. Upon receiving the written denial, the applicant may request a hearing pursuant to Section 33-1209, Idaho Code. (4-9-09)

**07. Substitute Teachers.** Substitute teachers as defined in Section 33-512(15), Idaho Code, must undergo a background investigation check. The SDE shall maintain a statewide substitute teacher list. To remain on the list a substitute teacher shall undergo a background investigation check every five (5) years in accordance with Section 33-512, Idaho Code. (3-28-18)

**08. Break In Service.** (4-9-09)

**a.** When an employee returns to any LEA, private or parochial school, or contractor after a break in service, a new background investigation check must be completed pursuant to Section 33-130, Idaho Code. (3-28-18)

**b.** When an employee changes employment between LEAs a new background investigation check must be completed pursuant to Section 33-130, Idaho Code. (3-28-18)

**09. Postsecondary.** (4-9-09)

**a.** The postsecondary program will submit a completed fingerprint card or scan for all candidates who are applying for unsupervised contact with students in a public K-12 setting including student teaching, internships, ~~practicum~~, or other types of candidate training. ~~(3-28-18)~~(\_\_\_\_)

**b.** The SDE will make a preliminary determination based on the CHC result if the candidate is eligible for certification in Idaho. This decision will be forwarded to the postsecondary program concerning the eligibility of their candidate. (4-9-09)

# IDAHO STANDARDS FOR INITIAL CERTIFICATION OF PROFESSIONAL SCHOOL PERSONNEL



**Professional Standards Commission  
Idaho State Board of Education  
Idaho State Department of Education**

July 1, 202~~1~~<sup>9</sup>

(Date for Teacher Preparation Program Approval Accountability)

(State Board of Education approval ~~August 10, 2017~~ June 20, 2018)

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## SUMMARY

### OVERVIEW OF THE PAST STANDARDS

The early standards for initial certification in Idaho were based on the 1989 National Association of State Directors of Teacher Education and Certification (NASDTEC) standards. These standards were "input- based", meaning a candidate was recommended for initial certification based on credits and content of courses successfully completed (transcript review).

In 2000, Idaho adopted new standards based on the Interstate New Teacher Assessment and Support Consortium (INTASC) model. These standards reflected a move to "performance-based" outcomes, meaning a candidate is recommended for initial certification based on the demonstration of what they know and are able to do, similar to mastery-based education.

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how the candidate views the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

Each proposed standard is broken down into two areas:

- Knowledge (what the candidate needs to know)
- Performance (what the candidate is able to do)

The performance, therefore, is the demonstration of the knowledge and dispositions of a standard. As the demonstration of a standard, the performances will also guide a teacher-education program review team when evaluating for program accreditation.

### REVISED IDAHO CORE TEACHER STANDARDS

The "Idaho Core Teacher Standards" apply to ALL teacher certification areas. These are the 10 basic standards all teachers must know and be able to do, regardless of their specific content areas. These standards are described in more detail with knowledge and performances in the first section of this manual. The standards have been grouped into four general categories to help users organize their thinking about the standards: The Learner and Learning; Content; Instructional Practice; and Professional Responsibility. The summary of each standard is:

#### THE LEARNER AND LEARNING

***Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

***Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.***

*Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.*

#### CONTENT

*Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.*

*Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.*

#### INSTRUCTIONAL PRACTICE

*Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.*

*Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.*

*Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.*

#### PROFESSIONAL RESPONSIBILITY

*Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.*

*Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.*

## FOUNDATION AND ENHANCEMENT STANDARDS

The Core Teacher Standards apply to **ALL** teacher certification areas. The Foundations and/or Enhancements for each content certification area are behind the Core Standards in this manual, alphabetically.

Foundation and Enhancement Standards refer to additional knowledge and performances a teacher must know in order to teach a certain content area. The Foundation and Enhancement Standards, therefore, further "enhance" the Core Standard.

### *Example of content area Enhancements:*

***Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

#### Examples of an Enhancement to Standard 1:

For Elementary:      The teacher understands how young children's and early adolescents' literacy and language development influence learning and instructional decisions across content areas.

For Math:              The teacher knows how to recognize students' mathematical development, knowledge, understandings, ways of thinking, mathematical dispositions, interests, and experiences.

In this way, the Idaho Core Teacher Standards, Foundation Standards and Enhancement Standards are "layered" to describe what a teacher in the content area must know and be able to do in order to be recommended to the state for initial certification.

Important enhancements for several content areas do not fall under the ten Core Teacher Standards. For example, a science teacher must provide a safe learning environment in relation to labs, materials, equipment, and procedures. This does not fall under an area that every teacher needs to know. Therefore, it is Standard 11 under Science.

In no case are there more than 12 overall standards for any subject area.

### **PUPIL PERSONNEL AND ADMINISTRATOR CERTIFICATION STANDARDS**

There are several certification standards for pupil personnel professionals and school administrators that are also addressed through the Idaho teacher certification processes.

- Administrator Endorsements
  - School Principals
  - Superintendents
  - Special Education Directors
- Pupil Personnel Services Endorsements
  - Audiology
  - School Counselors
  - School Nurses
  - School Psychologists
  - School Social Workers
  - Speech Language Pathology

Because of the unique role of these professionals, their standards are independent of the Core Standards, but are still written in the same performance-based format: Knowledge and Performances.

### **THE PROCESS OF IDAHO STANDARDS MAINTENANCE**

The Professional Standards Commission (PSC) continuously reviews/revises 20% of the standards annually. The standards review process ensures current best practices are embedded.

The process for all standards reviews are as follows:

- A standards review team of content area experts from educators, including those from K-12 schools and higher education, is formed for each standard area.
- The team of content area experts reviews the standards and makes revisions, if necessary.
- The recommended revisions from the team of content area experts are presented to the PSC.
- Once the PSC approves the revisions, they are presented to the State Board of Education for approval.
- After the State Board of Education approves the revisions, they are presented to the Legislature for approval and if approved become an incorporated by reference document in state Board Rule.

## IDAHO CORE TEACHING STANDARDS

All teacher candidates are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s) at the “acceptable” level or above. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the Core Teacher Standards are widely recognized, but not all-encompassing or absolute, indicators that teacher candidates have met the standards. The evidence validating candidates’ ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate’s disposition. Professional dispositions are how the candidate views the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

The standards have been grouped into four general categories to help users organize their thinking about the standards: The Learner and Learning, Content, Instructional Practice, and Professional Responsibility. This language has been adopted verbatim from the April 2011 InTASC Model Core Teaching Standards.

### THE LEARNER AND LEARNING

Teaching begins with the learner. To ensure that each student learns new knowledge and skills, teachers must understand that learning and developmental patterns vary among individuals, that learners bring unique individual differences to the learning process, and that learners need supportive and safe learning environments to thrive. Effective teachers have high expectations for each and every learner and implement developmentally appropriate, challenging learning experiences within a variety of learning environments that help all learners meet high standards and reach their full potential. Teachers do this by combining a base of professional knowledge, including an understanding of how cognitive, linguistic, social, emotional, and physical development occurs, with the recognition that learners are individuals who bring differing personal and family backgrounds, skills, abilities, perspectives, talents and interests. Teachers collaborate with learners, colleagues, school leaders, families, members of the learners’ communities, and community organizations to better understand their students and maximize their learning. Teachers promote learners’ acceptance of responsibility for their own learning and collaborate with them to ensure the effective design and implementation of both self-directed and collaborative learning.

***Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

**Knowledge**

- 1(a) The teacher understands how learning occurs--how learners construct knowledge, acquire skills, and develop disciplined thinking processes--and knows how to use instructional strategies that promote student learning.
- 1(b) The teacher understands that each learner's cognitive, linguistic, social, emotional, and physical development influences learning and knows how to make instructional decisions that build on learners' strengths and needs.
- 1(c) The teacher knows how to identify readiness for learning and understands that development in any one area (cognitive, linguistic, social, emotional, and physical) may affect performance in others.
- 1(d) The teacher understands the role of language, culture, and socio-historical context in learning and knows how to differentiate instruction to make language comprehensible and instruction relevant, accessible, and challenging.

**Performance**

- 1(e) The teacher regularly assesses individual and group performance in order to design and differentiate instruction to meet learners' needs in each area of development (cognitive, linguistic, social, emotional, and physical) and scaffolds the next level of development.
- 1(f) The teacher creates developmentally appropriate instruction that takes into account individual learners' strengths, interests, needs, and background that enables each learner to advance and accelerate his/her learning.
- 1(g) The teacher collaborates with families, communities, colleagues, and other professionals to promote learner growth and development.

**Disposition**

- 1(h) The teacher respects learners' differing strengths and needs and is committed to using this information to further each learner's development
- 1(i) The teacher is committed to using learners' strengths as a basis for growth, and their misconceptions as opportunities for learning.
- 1(j) The teacher takes responsibility for promoting learners' growth and development.
- 1(k) The teacher values collaborative relationships with families, colleagues, and other professionals in understanding and supporting each learner's development.

***Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.***

**Knowledge**

- 2(a) The teacher understands and identifies differences in approaches to learning and performance and knows how to design instruction that uses each learner's strengths to promote growth.
- 2(b) The teacher understands students with exceptional needs, including those associated with disabilities and giftedness, and knows how to use strategies and resources to address these needs.
- 2(c) The teacher knows about linguistic diversity and second language acquisition processes and knows instructional strategies and resources to support language acquisition.
- 2(d) The teacher understands that learners bring assets for learning based on their individual experiences, abilities, talents, prior learning, and peer and social group interactions, as well as contemporary and historical impacts on language, culture, family, and community values.
- 2(e) The teacher knows how to access reliable information about the values of diverse cultures and communities and how to incorporate learners' experiences, cultures, and community resources into instruction.

**Performance**

- 2(f) The teacher designs, adapts, and delivers instruction to address each student's diverse learning strengths and needs and creates opportunities for students to demonstrate their learning in different ways.
- 2(g) The teacher makes appropriate and timely provisions (e.g., pacing for individual rates of growth, task demands, communication, assessment, response modes) for individual students with particular learning differences or needs.
- 2(h) The teacher designs instruction to build on learners' prior knowledge and experiences, allowing learners to accelerate as they demonstrate their understandings.
- 2(i) The teacher brings multiple perspectives to the discussion of content, including attention to learners' personal, family, and community experiences and cultural norms.
- 2(j) The teacher incorporates tools of language development into planning and instruction, including strategies for making content accessible to English language learners and for evaluating and supporting their development of English proficiency.
- 2(k) The teacher accesses resources, supports, and specialized assistance and services to meet particular learning differences or needs.

**Disposition**

- 2(l) The teacher believes that all learners can achieve at high levels and persists in helping each learner reach his/her full potential.
- 2(m) The teacher respects learners as individuals with differing personal and family backgrounds and various skills, abilities, perspectives, talents, and interests.
- 2(n) The teacher makes learners feel valued and helps them learn to value each other.
- 2(o) The teacher values diverse languages and dialects and seeks to integrate them into his/her instructional practice to engage students in learning.
- 2(p) The teacher values the cultural resources (language, history, indigenous knowledge) of American Indian students and their communities.

***Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.***

**Knowledge**

- 3(a) The teacher understands the relationship between motivation and engagement and knows how to design learning experiences using strategies that build learner self-direction and ownership of learning (e.g., principles of universal design for learning and culturally responsive pedagogy).
- 3(b) The teacher knows how to create respectful learning communities where learners work collaboratively to achieve learning goals.
- 3(c) The teacher knows how to collaborate with learners to establish and monitor elements of safe and productive learning environments including norms, expectations, routines, organizational structures, and multiple levels of behavioral interventions.
- 3(d) The teacher understands how learner diversity can affect communication and knows how to communicate effectively in differing environments, including virtual spaces.
- 3(e) The teacher knows how to use technologies and how to guide learners to apply them in appropriate, safe, and effective ways.

**Performance**

- 3(f) The teacher collaborates with learners, families, and colleagues to build a safe, positive learning climate of openness, mutual respect, support, and inquiry.
- 3(g) The teacher develops learning experiences that engage learners in collaborative and self-directed learning and that extend learner interaction with diverse local and global ideas.
- 3(h) The teacher collaborates with learners and colleagues to develop shared values and expectations for respectful interactions, rigorous academic discussions, and individual and group responsibility for quality work.



- 3(i) The teacher manages the learning environment to actively and equitably engage learners by organizing, allocating, and coordinating the resources of time, space, and learners' attention.
- 3(j) The teacher uses a variety of methods to engage learners in evaluating the learning environment, collaborating with them to make appropriate adjustments, and employing multiple levels of behavioral interventions.
- 3(k) The teacher communicates verbally and nonverbally in ways that demonstrate respect for and responsiveness to the cultural backgrounds and differing perspectives learners bring to the learning environment.
- 3(l) The teacher promotes responsible learner use of interactive technologies to extend the possibilities for learning locally and globally.
- 3(m) The teacher intentionally builds learner capacity to collaborate in face-to-face and virtual environments through applying effective interpersonal communication skills.

**Disposition**

- 3(n) The teacher is committed to working with learners, colleagues, families, and communities to establish positive and supportive learning environments.
- 3(o) The teacher values the role of learners in promoting each other's learning and recognizes the importance of peer relationships in establishing a climate of learning.
- 3(p) The teacher is committed to supporting learners as they participate in decision making, engage in exploration and invention, work collaboratively and independently, and engage in purposeful learning.
- 3(q) The teacher seeks to foster respectful communication and develop rapport among all members of the learning community.
- 3(r) The teacher is a thoughtful and responsive listener and observer.

**CONTENT**

Teachers must have a deep and flexible understanding of their content areas and be able to draw upon content knowledge as they work with learners to access information, apply knowledge in real world settings, and address meaningful issues to assure learner mastery of the content. Today's teachers make content knowledge accessible to learners by using multiple means of communication, including digital media and information technology. They integrate cross-disciplinary skills (e.g., critical thinking, problem solving, creativity, communication) to help learners use content to propose solutions, forge new understandings, solve problems, and imagine possibilities. Finally, teachers make content knowledge relevant to learners by connecting it to local, state, national, and global issues.

***Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

**Knowledge**

- 4(a) The teacher understands major concepts, assumptions, debates, processes of inquiry, and ways of knowing that are central to the discipline(s) he/she teaches.
- 4(b) The teacher understands common misconceptions in learning the discipline and how to guide learners to accurate conceptual understanding.
- 4(c) The teacher knows and uses the academic language of the discipline and knows how to make it accessible to learners.
- 4(d) The teacher knows how to integrate culturally relevant content to build on learners' background knowledge.
- 4(e) The teacher has a deep knowledge of student content standards and learning progressions in the discipline(s) he/she teaches.

**Performance**

- 4(f) The teacher effectively uses multiple representations and explanations that capture key ideas in the discipline, guide learners through learning progressions, and promote each learner's achievement of content standards.
- 4(g) The teacher engages students in learning experiences in the discipline(s) that encourage learners to understand, question, and analyze ideas from diverse perspectives so that they master the content.
- 4(h) The teacher engages learners in applying methods of inquiry and standards of evidence used in the discipline.
- 4(i) The teacher stimulates learner reflection on prior content knowledge, links new concepts to familiar concepts, and makes connections to learners' experiences.
- 4(j) The teacher recognizes learner misconceptions in a discipline that interfere with learning, and creates experiences to build accurate conceptual understanding.
- 4(k) The teacher evaluates and modifies instructional resources and curriculum materials for their comprehensiveness, accuracy for representing particular concepts in the discipline, and appropriateness for his/her learners.
- 4(l) The teacher uses supplementary resources and technologies effectively to ensure accessibility and relevance for all learners.
- 4(m) The teacher creates opportunities for students to learn, practice, and master academic language in their content.
- 4(n) The teacher accesses school and/or district-based resources to evaluate the learner's content knowledge in their primary language.

**Disposition**

- 4(o) The teacher realizes that content knowledge is not a fixed body of facts but is complex, culturally situated, and ever evolving. He/she keeps abreast of new ideas and understandings in the field.
- 4(p) The teacher appreciates multiple perspectives within the discipline and facilitates learners' critical analysis of these perspectives.
- 4(q) The teacher recognizes the potential of bias in his/her representation of the discipline and seeks to appropriately address problems of bias.
- 4(r) The teacher is committed to work toward each learner's mastery of disciplinary content and skills.

***Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.***

**Knowledge**

- 5(a) The teacher understands the ways of knowing in his/her discipline, how it relates to other disciplinary approaches, and the strengths and limitations of each approach in addressing problems, issues, and concerns.
- 5(b) The teacher understands how current interdisciplinary themes (e.g., civic literacy, health literacy, global mindedness) connect to the core subjects and knows how to weave those themes into meaningful learning experiences.
- 5(c) The teacher understands the demands of accessing and managing information as well as how to evaluate issues of ethics and quality related to information and its use.
- 5(d) The teacher understands how to use digital and interactive technologies for efficiently and effectively achieving specific learning goals.
- 5(e) The teacher understands critical thinking processes and knows how to help learners develop high level questioning skills to promote their independent learning.
- 5(f) The teacher understands multiple forms of communication as vehicles for learning across disciplines and for expressing learning.
- 5(g) The teacher understands creative thinking processes and how to engage learners in producing original work.
- 5(h) The teacher knows where and how to access resources to build global mindedness and multiple perspectives and how to integrate them into the curriculum.

**Performance**

- 5(i) The teacher develops and implements projects that guide learners in analyzing the complexities of an issue or question using perspectives from varied disciplines and cross-disciplinary skills (e.g., a water quality study that draws upon biology and chemistry to look at factual information and social studies to examine policy implications).
- 5(j) The teacher engages learners in applying content knowledge to real world problems through the lens of interdisciplinary themes (e.g., financial literacy, environmental literacy).
- 5(k) The teacher facilitates learners' use of current tools and resources to maximize content learning in varied contexts.
- 5(l) The teacher develops learners' communication skills in disciplinary and interdisciplinary contexts by creating meaningful opportunities to employ a variety of forms of communication that address varied cultures, audiences and purposes.
- 5(m) The teacher engages learners in challenging assumptions, generating and evaluating new ideas and novel approaches, seeking inventive solutions to problems, and developing original work.
- 5(n) The teacher facilitates learners' ability to develop diverse social and cultural perspectives that expand their understanding of local and global issues and create novel approaches to solving problems.
- 5(o) The teacher develops and implements supports for learner literacy development across content areas.

**Disposition**

- 5(p) The teacher is constantly exploring how to use disciplinary knowledge as a lens to address local and global issues.
- 5(q) The teacher values knowledge outside his/her own content area and how such knowledge enhances student learning.
- 5(r) The teacher values flexible learning environments that encourage learner exploration, discovery, and expression across content areas.

**INSTRUCTIONAL PRACTICE**

Effective instructional practice requires that teachers understand and integrate assessment, planning, and instructional strategies in coordinated and engaging ways. Beginning with their end or goal, teachers first identify student learning objectives and content standards and align assessments to those objectives. Teachers understand how to design, implement and interpret results from a range of formative and summative assessments. This knowledge is integrated into instructional practice so that teachers have access to information that can be used to provide immediate feedback to reinforce student learning and to modify instruction. Planning focuses on using a variety of appropriate and targeted instructional strategies to address diverse ways of

learning, to incorporate new technologies to maximize and individualize learning, and to allow learners to take charge of their own learning and do it in creative ways.

***Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.***

**Knowledge**

- 6(a) The teacher understands the differences between formative and summative applications of assessment and knows how and when to use each.
- 6(b) The teacher understands the range of types and multiple purposes of assessment and how to design, adapt, or select appropriate assessments to address specific learning goals and individual differences, and to minimize sources of bias.
- 6(c) The teacher knows how to analyze assessment data to understand patterns and gaps in learning, to guide planning and instruction, and to provide meaningful feedback to all learners.
- 6(d) The teacher knows when and how to engage learners in analyzing their own assessment results and in helping to set goals for their own learning.
- 6(e) The teacher understands the positive impact of effective descriptive feedback for learners and knows a variety of strategies for communicating this feedback.
- 6(f) The teacher knows when and how to evaluate and report learner progress against standards.
- 6(g) The teacher understands how to prepare learners for assessments and how to make accommodations in assessments and testing conditions, especially for learners with disabilities and language learning needs.
- 6(h) The teacher understands the ethical responsibilities in selection, administration, and evaluation of student assessment and handling of student assessment data.

**Performance**

- 6(i) The teacher balances the use of an effective range of formative and summative assessment strategies to support, verify, and document learning.
- 6(j) The teacher designs assessments that match learning objectives with assessment methods and minimizes sources of bias that can distort assessment results.
- 6(k) The teacher works independently and collaboratively to examine test and other performance data to understand each learner's progress and to guide planning.
- 6(l) The teacher engages learners in understanding and identifying quality work and provides them with effective descriptive feedback to guide their progress toward that work.
- 6(m) The teacher engages learners in multiple ways of demonstrating knowledge and skill as part of the assessment process.

- 6(n) The teacher models and structures processes that guide learners in examining their own thinking and learning as well as the performance of others.
- 6(o) The teacher effectively uses multiple and appropriate types of assessment data to identify each student's learning needs and to develop differentiated learning experiences.
- 6(p) The teacher prepares all learners for the demands of particular assessment formats and makes appropriate accommodations in assessments or testing conditions, especially for learners with disabilities and language learning needs.
- 6(q) The teacher continually seeks appropriate ways to employ technology to support assessment practice both to engage learners more fully and to assess and address learner needs.

**Disposition**

- 6(r) The teacher is committed to engaging learners actively in assessment processes and to developing each learner's capacity to review and communicate about their own progress and learning.
- 6(s) The teacher takes responsibility for aligning instruction and assessment with learning goals.
- 6(t) The teacher is committed to providing timely and effective descriptive feedback to learners on their progress.
- 6(u) The teacher is committed to using multiple types of assessment processes to support, verify, and document learning.
- 6(v) The teacher is committed to making accommodations in assessments and testing conditions, especially for learners with disabilities and language learning needs.
- 6(w) The teacher is committed to the ethical use of various assessments and assessment data to identify learner strengths and needs to promote learner growth.

***Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.***

**Knowledge**

- 7(a) The teacher understands content and content standards and how these are organized in the curriculum.
- 7(b) The teacher understands how integrating cross-disciplinary skills in instruction engages learners purposefully in applying content knowledge.
- 7(c) The teacher understands learning theory, human development, cultural diversity, and individual differences and how these impact ongoing planning.

- 7(d) The teacher understands the strengths and needs of individual learners and how to plan instruction that is responsive to these strengths and needs.
- 7(e) The teacher knows a range of evidence-based instructional strategies, resources, and technological tools and how to use them effectively to plan instruction that meets diverse learning needs.
- 7(f) The teacher knows when and how to adjust plans based on assessment information and learner responses.
- 7(g) The teacher knows when and how to access resources and collaborate with others to support student learning (e.g., special educators, related service providers, language learner specialists, librarians, media specialists, professional organizations, community organizations, community members).

**Performance**

- 7(h) The teacher individually and collaboratively selects and creates learning experiences that are appropriate for curriculum goals and content standards, and are relevant to learners.
- 7(i) The teacher plans how to achieve each student's learning goals, choosing appropriate strategies and accommodations, resources, and materials to differentiate instruction for individuals and groups of learners.
- 7(j) The teacher develops appropriate sequencing of learning experiences and provides multiple ways to demonstrate knowledge and skill.
- 7(k) The teacher plans for instruction based on formative and summative assessment data, prior learner knowledge, and learner interest.
- 7(l) The teacher plans collaboratively with professionals who have specialized expertise (e.g., special educators, related service providers, language learning specialists, librarians, media specialists) to design and jointly deliver as appropriate learning experiences to meet unique learning needs.
- 7(m) The teacher evaluates plans in relation to short- and long-range goals and systematically adjusts plans to meet each student's learning needs and enhance learning.

**Disposition**

- 7(n) The teacher respects learners' diverse strengths and needs and is committed to using this information to plan effective instruction.
- 7(o) The teacher values planning as a collegial activity that takes into consideration the input of learners, colleagues, families, and the larger community.
- 7(p) The teacher is committed to using short- and long-term planning as a means of assuring student learning.
- 7(q) The teacher is committed to reflecting on the effectiveness of lessons and seeks to revise plans to meet changing learner needs and circumstances.

***Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.***

**Knowledge**

- 8(a) The teacher understands the cognitive processes associated with various types of learning (e.g., critical and creative thinking, problem framing and problem solving, invention, memorization and recall) and how these processes can be stimulated.
- 8(b) The teacher knows how to apply an effective range of developmentally, culturally, and linguistically responsive instructional strategies to achieve learning goals.
- 8(c) The teacher knows when and how to use effective strategies to differentiate instruction and engage all learners in complex thinking and meaningful tasks.
- 8(d) The teacher understands how multiple forms of communication (oral, written, nonverbal, digital, visual) convey ideas, foster self-expression, and build connections.
- 8(e) The teacher knows how to use a wide variety of resources, including human and technological, to engage students in learning.
- 8(f) The teacher understands how content and skill development can be supported by media and technology and knows how to evaluate these resources for quality, accuracy, and effectiveness.

**Performance**

- 8(g) The teacher uses appropriate strategies and resources to adjust instruction to meet the needs of individuals and groups of learners.
- 8(h) The teacher continuously monitors student learning, engages learners in assessing their progress, and adjusts instruction in response to student learning needs.
- 8(i) The teacher collaborates with learners to design and implement relevant learning experiences, identify their strengths, and/or access family and community resources to develop their areas of interest.
- 8(j) The teacher varies his/her role in the instructional process (e.g., instructor, facilitator, coach, audience) in relation to the content and purposes of instruction and the needs of learners.
- 8(k) The teacher provides multiple models and representations of concepts and skills with opportunities for learners to demonstrate their knowledge through a variety of products and performances.
- 8(l) The teacher engages all learners in developing higher order questioning skills and metacognitive processes.
- 8(m) The teacher engages learners in using a range of learning skills and technology tools to access, interpret, evaluate, and apply information.



- 8(n) The teacher uses a variety of instructional strategies to support and expand learners' communication through speaking, listening, reading, writing, and other methods of communication.
- 8(o) The teacher asks questions to stimulate discussions that serve different purposes.

**Disposition**

- 8(p) The teacher is committed to deepening awareness and understanding of the strengths and needs of diverse learners when designing flexible instruction.
- 8(q) The teacher values the variety of ways people communicate and encourages learners to develop and use multiple forms of communication.
- 8(r) The teacher is committed to exploring how the use of new and emerging technologies can support and promote student learning.
- 8(s) The teacher values flexibility and reciprocity in the teaching process as necessary for adjusting instruction to learner responses, ideas, and needs.

**PROFESSIONAL RESPONSIBILITY**

Creating and supporting safe, productive learning environments that result in learners achieving at the highest levels is a teacher's primary responsibility. To do this well, teachers must engage in meaningful and intensive professional learning and self-renewal by regularly examining practice through ongoing study, self-reflection, and collaboration. A cycle of continuous self-improvement is enhanced by leadership, collegial support, and collaboration. Active engagement in professional learning and collaboration results in the discovery and implementation of better practice for the purpose of improved teaching and learning. Teachers also contribute to improving instructional practices that meet learners' needs and accomplish their school's mission and goals. Teachers benefit from and participate in collaboration with learners, families, colleagues, other school professionals, and community members. Teachers demonstrate leadership by modeling ethical behavior, contributing to positive changes in practice, and advancing their profession.

***Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.***

**Knowledge**

- 9(a) The teacher understands and knows how to use a variety of self-assessment and problem-solving strategies to analyze and reflect on his/her practice and to plan for adaptations/adjustments.
- 9(b) The teacher knows how to use learner data to analyze practice and differentiate instruction accordingly.

- 9(c) The teacher understands how personal identity, worldview, and prior experience affect perceptions and expectations, and recognizes how they may bias behaviors and interactions with others.
- 9(d) The teacher understands laws and responsibilities related to the learner (e.g., educational equity, appropriate education for learners with disabilities, confidentiality, privacy, appropriate treatment of learners, reporting in situations related to possible child abuse).
- 9(e) The teacher understands professional responsibilities (e.g., responsibilities to the profession, for professional competence, to students, to the school community, and regarding the ethical use of technology).
- 9(f) The teacher understands the Code of Ethics for Idaho Professional Educators and its place in supporting the integrity of the profession.
- 9(g) The teacher knows about the unique status of American Indian tribes, tribal sovereignty, and has knowledge of tribal communities.\*

**Performance**

- 9(h) The teacher engages in ongoing learning opportunities to develop knowledge and skills in order to provide all learners with engaging curriculum and learning experiences based on local and state standards.
- 9(i) The teacher engages in meaningful and appropriate professional learning experiences aligned with his/her own needs and the needs of the learners, school, and system.
- 9(j) Independently and in collaboration with colleagues, the teacher uses a variety of data (e.g., systematic observation, information about learners, research) to evaluate the outcomes of teaching and learning and to adapt planning and practice.
- 9(k) The teacher actively seeks professional, community, and technological resources, within and outside the school, as supports for analysis, reflection, and problem-solving.
- 9(l) The teacher identifies and reflects on his/her own beliefs and biases and utilizes resources to broaden and deepen his/her own understanding of cultural, ethnic, gender, and learning differences to develop reciprocal relationships and create more relevant learning experiences.
- 9(m) The teacher advocates, models, and teaches safe, legal, and ethical use of information and technology including appropriate documentation of sources and respect for others in the use of social media.
- 9(n) The teacher builds and implements an Individualized Professional Learning Plan (IPLP) directly aligned with his/her needs as a growing professional using feedback from teacher evaluations and observations, data on learner performance, and school- and system-wide priorities.

- 9(o) The teacher engages in respectful inquiry of diverse historical contexts and ways of knowing, and leverages that knowledge to cultivate culturally responsive relationships with learners, families, other professionals, and the community.

**Disposition**

- 9(p) The teacher takes responsibility for student learning and uses ongoing analysis and reflection to improve planning and practice.
- 9(q) The teacher is committed to culturally responsive teaching.
- 9(r) The teacher sees him/herself as a learner, continuously seeking opportunities to draw upon current education policy and research as sources of analysis and reflection to improve practice.
- 9(s) The teacher understands the expectations of the profession including codes of ethics, professional standards of practice, and relevant law and policy.

***Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.***

**Knowledge**

- 10(a) The teacher understands schools as organizations within a historical, cultural, political, and social context and knows how to work with others across the system to support learners.
- 10(b) The teacher understands that alignment of family, school, and community spheres of influence enhances student learning and that discontinuity in these spheres of influence interferes with learning.
- 10(c) The teacher knows how to work with other adults and has developed skills in collaborative interaction appropriate for both face-to-face and virtual contexts.
- 10(d) The teacher knows how to contribute to a common culture that supports high expectations for student learning.
- 10(e) The teacher understands the value of leadership roles at the school, district, state, and/or national level and advocacy for learners, the school, the community, and the profession.

**Performance**

- 10(f) The teacher takes an active role on the instructional team, giving and receiving feedback on practice, examining learner work, analyzing data from multiple sources, and sharing responsibility for decision making and accountability for each student's learning.
- 10(g) The teacher works with other school professionals to plan learning experiences that meet the diverse needs of learners.

- 10(h) The teacher engages collaboratively in the school wide efforts to build a shared vision and supportive culture.
- 10(i) The teacher works collaboratively with learners and their families to establish mutual expectations and ongoing communication to support learner development and achievement.
- 10(j) Working with school colleagues, the teacher builds ongoing connections with community resources to enhance student learning and wellbeing.
- 10(k) The teacher engages in professional learning, contributes to the knowledge and skill of others, and works collaboratively to advance professional practice.
- 10(l) The teacher uses technology and other forms of communication to develop collaborative relationships with learners, families, colleagues, and the local community.
- 10(m) The teacher uses and generates meaningful inquiry into education issues and policies.
- 10(n) The teacher advocates to meet the needs of learners, to strengthen the learning environment, and to enact change.

**Disposition**

- 10(o) The teacher actively shares responsibility for shaping and supporting the mission of his/her school as one of advocacy for learners and accountability for their success.
- 10(p) The teacher is committed to working collaboratively with learners and families in setting and meeting challenging goals, while respecting families' beliefs, norms, and expectations.
- 10(q) The teacher takes initiative to grow and develop with colleagues through interactions that enhance practice and support student learning.
- 10(r) The teacher takes responsibility for contributing to and advancing the profession.
- 10(s) The teacher embraces the challenge of continuous improvement and change.

GLOSSARY OF TERMS

**Culturally Responsive Pedagogy** – Pedagogy that recognizes the importance of including student’s cultural references in all aspects of learning. (Ladson-Billings)

**Global Mindfulness** – Exploring new ideas and perspectives, as well as having the humility to learn and willingness to work with people around the globe

**Learning Environments** – The diverse physical and virtual locations, contexts, and cultures in which students learn.

**Principles of Universal Design** – A set of principles for curriculum development that give all individuals equal opportunities to learn. (udlcenter.org)

**Socio-Historical Context** – The social and historic factors which shape learning and learning trajectories over time.

\*The federal and state governments of Idaho recognize the Idaho’s tribes’ inherent sovereignty. This tribal sovereignty distinguishes Indigenous peoples as peoples, rather than populations or national minorities.

## STATE SPECIFIC REQUIREMENTS

### IDAHO COMPREHENSIVE LITERACY STANDARDS

All teacher candidates are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s) at the “acceptable” level or above. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the Core Teacher Standards are widely recognized, but not all-encompassing or absolute, indicators that teacher candidates have met the standards. The evidence validating candidates’ ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate’s disposition. Professional dispositions are how the candidate views the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

The standards have been grouped into four general categories and represent the inter-relationship between written and oral language, which are key skills for student learning and success. These standards outline the four competencies of effective reading, writing, and communication instruction necessary to meet the Idaho Comprehensive Literacy requirements and Idaho ELA/Literacy Standards.

- As needed, adapt instructional materials and approaches to meet the language-proficiency needs of English learners and students who struggle to learn to read and write.

***Standard 1: Foundational Literacy Concepts. The teacher demonstrates knowledge of the following foundational concepts, including but not limited to: emergent literacy, concepts of print, phonological awareness, alphabetic principle, phonics, word recognition, fluency, linguistic development, English language acquisition, and home-to-school literacy partnerships. In addition, the candidate demonstrates the ability to apply concepts using research-based best practices in lesson planning and literacy instruction. (Applies to the following endorsements: All Subjects K-8, Blended Early Childhood Education/Early Childhood Special Education Birth through Grade 3 and Pre-K through Grade 6, Deaf/Hard of Hearing K-12, Early Childhood Special Education Pre-K-3, Exceptional Child Generalist K-8, 6-12, and K-12, and Visual Impairment K-12)***

#### **Knowledge**

- 1(a) The teacher understands the importance of developing oral language, phonological awareness, phonemic awareness, and print concepts.

- 1(b) The teacher understands the components of decoding written language, including grade-level phonics and word analysis skills, and their impact on comprehension.
- 1(c) The teacher understands the development of fluency (prosody, rate, and accuracy) and its impact on beginning reading comprehension.

**Performance**

- 1(d) The teacher plans instruction that includes foundational literacy skills found in the Idaho Content Standards.
- 1(e) The teacher plans instruction to support literacy progression, from emergent to proficient readers, which includes decoding and comprehension skills.
- 1(f) The teacher selects and modifies reading instructional strategies and routines to strengthen fluency.

***Standard II: Fluency, Vocabulary Development and Comprehension. The teacher demonstrates knowledge of fluency, vocabulary development, and reading comprehension strategies. The teacher demonstrates the ability to apply these components by using research-based best practices in all aspects of literacy and/or content area instruction. This includes the ability to: analyze the complexity of text structures; utilize a variety of narrative and informational texts from both print and digital sources; and make instruction accessible to all, including English Language Learners. (Applies to all endorsements that can be added to a Standard Instructional Certificate)***

**Knowledge**

- 2(a) The teacher knows the characteristics of the various genres and formats of children's and adolescent literature.
- 2(b) The teacher recognizes the importance of using a variety of texts and formats to enhance students' understanding of topics, issues, and content.
- 2(c) The teacher understands text complexity and structures and the importance of matching texts to readers.
- 2(d) The teacher understands how to use instructional strategies to promote critical thinking and deeper comprehension across all genres and text formats.
- 2(e) The teacher understands how to use instructional strategies to promote vocabulary development for all students, including English language learners.
- 2(f) The teacher understands how a student's reading proficiency, both oral and silent, affects comprehension.

**Performance**

- 2(g) The teacher identifies a variety of high-quality literature and texts within relevant content areas.
- 2(h) The teacher can develop lesson plans that incorporate a variety of texts and resources to enhance students' understanding of topics, issues, and content.

- 2(i) The teacher can analyze texts to determine complexity in order to support a range of readers.
- 2(j) The teacher selects and utilizes instructional strategies to promote critical thinking and deeper comprehension across all genres and text formats.
- 2(k) The teacher selects and utilizes instructional strategies to promote vocabulary development for all students, including English language learners.
- 2(l) The teacher uses oral and silent reading practices selectively to positively impact comprehension.

***Standard III: Literacy Assessment Concepts. The teacher understands, interprets, and applies informal and formal literacy assessment concepts, strategies, and measures. The teacher uses assessment data to inform and design differentiated literacy instruction. In addition, the teacher demonstrates the ability to use appropriate terminology in communicating pertinent assessment data to a variety of stakeholders. (Applies to the following endorsements: All Subjects K-8, Blended Early Childhood Education/Early Childhood Special Education Birth through Grade 3 and Pre-K through Grade 6, Deaf/Hard of Hearing K-12, Early Childhood Special Education Pre-K-3, and Exceptional Child Generalist K-8, 6-12, and K-12, and Visual Impairment K-12)***

**Knowledge**

- 3(a) The teacher understands terms related to literacy assessment, analysis, and statistical measures.
- 3(b) The teacher understands types of formal, informal, formative, summative, and diagnostic literacy assessments, their uses, appropriate administration, and interpretation of results across a range of grade levels.
- 3(c) The teacher understands how to choose appropriate literacy assessments to determine the needs of the learner.
- 3(d) The teacher understands how to use literacy assessment results to inform and guide intervention processes.
- 3(e) The teacher knows how to measure and determine students' independent, instructional, and frustration reading levels.
- 3(f) The teacher understands Idaho state-specific literacy assessments and related proficiency levels.

**Performance**

- 3(g) The teacher appropriately selects, administers, and interprets results of a variety of formal, informal, formative, summative, and diagnostic literacy assessments.
- 3(h) The teacher utilizes literacy assessment results to inform and guide intervention processes.
- 3(i) The teacher can measure and determine students' independent, instructional, and frustration reading levels.



- 3(j) The teacher utilizes Idaho state-specific literacy assessments and related proficiency levels to inform planning and instruction.

***Standard IV: Writing Process. The teacher incorporates writing in his/her instructional content area(s). The teacher understands, models, and instructs the writing process, including but not limited to: pre- writing, drafting, revising, editing, and publishing. The teacher structures frequent, authentic writing opportunities that encompass a range of tasks, purposes, and audiences. The teacher incorporates ethical research practices using multiple resources. The teacher fosters written, visual, and oral communication in a variety of formats. (Applies to all endorsements that can be added to a Standard Instructional Certificate)***

**Knowledge**

- 4(a) The teacher understands writing as a complex communicative process that includes cognitive, social, physical, and developmental components.
- 4(b) The teacher understands the purpose and function of each stage of the writing process, including the importance of extensive pre-writing.
- 4(c) The teacher has an understanding of the role and range that audience, purpose, formats, features, and genres play in the development of written expression within and across all content areas.
- 4(d) The teacher understands how to conduct writing workshops and individual writing conferences to support student growth related to specific content areas.
- 4(e) The teacher understands how to assess content-area writing, including but not limited to writing types, the role of quality rubrics, processes, conventions, and components of effective writing.
- 4(f) The teacher understands the reciprocal relationship between reading, writing, speaking, and listening to support a range of writers, including English language learners.
- 4(g) The teacher understands how to help writers develop competency in a variety of writing types: narrative, argument, and informational/explanatory.
- 4(h) The teacher understands the impact of motivation and choice on writing production.

**Performance**

- 4(i) The teacher engages writers in reading, speaking, and listening processes to address cognitive, social, physical, developmental, communicative processes.
- 4(j) The teacher utilizes the writing process and strategies to support and scaffold effective written expression within and across content areas and a range of writers.
- 4(k) The teacher structures frequent, authentic writing opportunities that encompass a range of tasks, formats, purposes, audiences, and digital technologies.
- 4(l) The teacher conducts writing workshops and writing conferences for the purpose of supporting student growth (including peer feedback/response).

- 4(m) The teacher assesses components of effective writing in the content-areas, including utilizing quality rubrics.
- 4(n) The teacher scaffolds instruction for a range of student writers.
- 4(o) The teacher helps writers develop competency in a variety of writing types: narrative, argument, and informational/explanatory.
- 4(p) The teacher utilizes choice to motivate writing production.

## PRE-SERVICE TECHNOLOGY STANDARDS

The 2016 Pre-Service Standards Review was conducted by a team of content area experts from across the state of Idaho. The Idaho Pre-Service Technology Standards were revised in January 2016 to align with the Idaho Core Teacher Standards (2013). All teacher candidates are expected to meet the Idaho Core Teacher Standards, including the Idaho Pre-Service Technology Standards. Each candidate shall also meet the Foundation and Enhancement standards specific to their discipline area(s) at the “acceptable” level or above. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The standards review team endeavored to arrive at standards that were comprehensive, research-based, support reciprocity, and promote unique local, regional, and statewide implementations within sound and responsible attention to its fundamental outcomes. Special attention was paid to the recognition that technology-enriched teaching and learning is a continually and rapidly changing process. It was, therefore, important to determine standards that promote the best preparation of teachers to integrate technologies into instruction that continue to be relevant over time and will best suit any school district in Idaho, regardless of its size, location, or resources. In consideration of these variables as well as careful attention to its correlation to the Idaho Core Teaching Standards, the standards review team recommended that the ISTE (International Society for Technology in Education) Standards for Teachers (2008) be adopted to serve as the Pre-Service Technology Standards.

The Pre-Service Technology Standards indicate teacher candidates have met the standards and competencies. The evidence validating candidates’ ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the competencies identified in the ISTE Standards for Teachers. These competencies reflect the principles of universal design related to technology, while emphasizing flexibility and accessibility.

Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate knowledge, skills, and dispositions in which pre-service teachers design, develop, and evaluate technology-based learning experiences and assessments. In addition, teacher candidates must become fully aware of Idaho’s technology standards for K-12 students.

The alignment matrix found on the next page of this standards document and shows the connections between the Idaho Core Teacher Standards and the Pre-Service Technology Standards.

ISTE STANDARDS FOR TEACHERS

Effective teachers model and apply the ISTE Standards for Students (Standards•S) as they design, implement, and assess learning experiences to engage students and improve learning; enrich professional practice; and provide positive models for students, colleagues, and the community. All teachers should meet the following standards and performance indicators.

- 1. *Facilitate and inspire student learning and creativity - Teachers use their knowledge of subject matter, teaching and learning, and technology to facilitate experiences that advance student learning, creativity, and innovation in both face-to-face and virtual environments.***
  - a. Promote, support, and model creative and innovative thinking and inventiveness
  - b. Engage students in exploring real-world issues and solving authentic problems using digital tools and resources
  - c. Promote student reflection using collaborative tools to reveal and clarify students' conceptual understanding and thinking, planning, and creative processes
  - d. Model collaborative knowledge construction by engaging in learning with students, colleagues, and others in face-to-face and virtual environments
- 2. *Design and develop digital age learning experiences and assessments-Teachers design, develop, and evaluate authentic learning experiences and assessments incorporating contemporary tools and resources to maximize content learning in context and to develop the knowledge, skills, and attitudes identified in the Standards•S.***
  - a. Design or adapt relevant learning experiences that incorporate digital tools and resources to promote student learning and creativity
  - b. Develop technology-enriched learning environments that enable all students to pursue their individual curiosities and become active participants in setting their own educational goals, managing their own learning, and assessing their own progress
  - c. Customize and personalize learning activities to address students' diverse learning styles, working strategies, and abilities using digital tools and resources
  - d. Provide students with multiple and varied formative and summative assessments aligned with content and technology standards, and use resulting data to inform learning and teaching
- 3. *Model digital age work and learning - Teachers exhibit knowledge, skills, and work processes representative of an innovative professional in a global and digital society.***
  - a. Demonstrate fluency in technology systems and the transfer of current knowledge to new technologies and situations
  - b. Collaborate with students, peers, parents, and community members using digital tools and resources to support student success and innovation
  - c. Communicate relevant information and ideas effectively to students, parents, and peers using a variety of digital age media and formats

- d. Model and facilitate effective use of current and emerging digital tools to locate, analyze, evaluate, and use information resources to support research and learning
- 4. ***Promote and model digital citizenship and responsibility - Teachers understand local and global societal issues and responsibilities in an evolving digital culture and exhibit legal and ethical behavior in their professional practices.***
  - a. Advocate, model, and teach safe, legal, and ethical use of digital information and technology, including respect for copyright, intellectual property, and the appropriate documentation of sources
  - b. Address the diverse needs of all learners by using learner-centered strategies providing equitable access to appropriate digital tools and resources
  - c. Promote and model digital etiquette and responsible social interactions related to the use of technology and information
  - d. Develop and model cultural understanding and global awareness by engaging with colleagues and students of other cultures using digital age communication and collaboration tools
- 5. ***Engage in professional growth and leadership - Teachers continuously improve their professional practice, model lifelong learning, and exhibit leadership in their school and professional community by promoting and demonstrating the effective use of digital tools and resources.***
  - a. Participate in local and global learning communities to explore creative applications of technology to improve student learning
  - b. Exhibit leadership by demonstrating a vision of technology infusion, participating in shared decision making and community building, and developing the leadership and technology skills of others
  - c. Evaluate and reflect on current research and professional practice on a regular basis to make effective use of existing and emerging digital tools and resources in support of student learning
  - d. Contribute to the effectiveness, vitality, and self-renewal of the teaching profession and of their school and community

ISTE Standards • Teachers

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## IDAHO STANDARDS FOR MODEL PRESERVICE STUDENT TEACHING EXPERIENCE

All teacher candidates are expected to meet the Idaho Core Teacher Standards and the Foundation and Enhancement standards specific to their discipline area(s) at the “acceptable” level or above. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The Idaho Standards for Model Preservice Student Teaching Experience are the standards for a robust student teaching experience for teacher candidates. Every teacher preparation program is responsible for ensuring a student teaching experience that meets the standards.

***Standard 1: Mentor Teacher. The mentor teacher is the certified P-12 personnel responsible for day-to-day support of the student teacher in the student teaching experience.***

- 1(a) The mentor teacher is state certified to teach the content for which the candidate is seeking endorsement.
- 1(b) The mentor teacher has a minimum of three years of experience teaching in the content area(s) for which the student teacher is seeking endorsement.
- 1(c) The mentor teacher demonstrates effective professional practice and evidence of dispositions of a professional educator, as recommended by the principal.
- 1(d) The mentor teacher is committed to mentor, co-plan, co-assess, and co-teach with the student teacher.
- 1(e) The mentor teacher is co-selected, prepared, evaluated, supported, and retained.
- 1(f) The experienced mentor teacher receives positive candidate and EPP supervisor evaluations.

***Standard 2: Educator Preparation Program (EPP) Supervisor. The EPP supervisor is any individual in the institution responsible for observation/evaluation of the teacher candidate.***

- 2(a) The EPP supervisor has P-12 education certified field experience.
- 2(b) The EPP supervisor proves proficiency in assessing teacher performance with ongoing rater reliability.
- 2(c) The experienced EPP supervisor receives positive candidate and school professional evaluations.
- 2(d) The EPP supervisor demonstrates evidence of dispositions of a professional educator.

***Standard 3: Partnership.***

- 3(a) The P-12 school and EPP partnership supports the cooperating teacher in his/her duties of mentorship.
- 3(b) The collaboration between P-12 school and EPP supports the conceptual framework of the institution.

**Standard 4: Student Teacher. The student teacher is the candidate in the culminating clinical field experience.**

- 4(a) Passed background check
- 4(b) Competency in prior field experience
- 4(c) Passed all required Praxis tests
- 4(d) Completion of all relevant coursework
- 4(e) Possesses dispositions of a professional educator

**Standard 5: Student Teaching Experience**

- 5(a) At least three documented, scored observations including pre- and post-conferences by the EPP supervisor, using the approved state teacher evaluation framework
- 5(b) At least three formative assessments by the mentor teacher
- 5(c) One common summative assessment based on state teacher evaluation framework
- 5(d) Performance assessment including influence on P-12 student growth
- 5(e) Recommended minimum 14 weeks student teaching
- 5(f) Development of an Individualized Professional Learning Plan (IPLP)
- 5(g) Demonstration of competence in meeting the *Idaho Standards for Initial Certification of Professional School Personnel*
- 5(h) Relevant preparatory experience for an Idaho teacher's certificate

## INSTITUTIONAL RECOMMENDATIONS

All teacher candidates are expected to meet the Idaho Core Teacher Standards and the Foundation and Enhancement standards specific to their discipline area(s) at the “acceptable” level or above. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

Idaho educator preparation programs complete an Institutional Recommendation to the State Department of Education verifying that the candidate has met all the requirements as defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

**Standard 1: State Board Approved Program - Educator preparation program had a State Board approved program for initial certification for each area of endorsement indicated on candidate’s institutional recommendation.**

**Standard 2: Content Knowledge Assessment – Recommended candidate received passing scores on State Board approved content area assessment for each recommended area of endorsement.**

**Standards 3: Pedagogy – Recommended candidate demonstrated competency in pedagogy for each recommended area of endorsement.**

**Standard 4: Performance Assessment – Recommended candidate received a basic or higher rating in all components of the approved Idaho framework for teaching evaluation.**

**Standard 5: Clinical Experience – Recommended candidate completed clinical experience for each recommended area of endorsement and grade range.**

**Standard 6: Student Achievement – Recommended candidate demonstrated the ability to produce measurable student achievement or student success and create student learning objectives.**

**Standard 7: Individualized Professional Learning Plan – Recommended candidate had an individualized professional learning plan (IPLP).**

**Standard 8: Adding Endorsements Only – Educator preparation program issued institutional recommendation once the content, pedagogy, and performance had been demonstrated by the candidate for each area of endorsement. For candidates that are adding endorsements, the program is not required to be a State Board approved program for initial certification.**

**Standard 9: Administrator Certificates Only – Recommended candidate for an administrator certificate demonstrated proficiency in conducting accurate evaluations of instructional practice based upon the state’s framework for evaluation.**



## IDAHO FOUNDATION STANDARDS FOR BILINGUAL EDUCATION AND ENGLISH AS A SECOND LANGUAGE (ESL) TEACHERS

In addition to the standards listed here, bilingual education and English as a second language (ESL) teachers must meet Idaho Core Teacher Standards and one of the following: (1) Idaho Standards for Bilingual Education Teachers or (2) Idaho Standards for English as a Second Language (ESL) Teachers. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the Bilingual and ESL Teacher Standards are widely recognized, but not all-encompassing or absolute, indicators that teacher candidates have met the standards. The evidence validating candidates' ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how the candidate views the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

***Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

### **Knowledge**

- 1(a) The teacher understands the processes of language acquisition and the stages of development of linguistically diverse students
- 1(b) The teacher understands the concepts of bilingualism and biliteracy in regards to language development and how a student's first language may influence second language development.

### **Performance**

- 1(c) The teacher plans, integrates, and delivers language and content instruction appropriate to the students' stages of language development.
- 1(d) The teacher facilitates students' use of their first language as a resource to promote academic learning and further development of the second language.

***Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.***

**Knowledge**

- 2(a) The teacher understands differences in culture for planning, integrating, and delivering inclusive learning experiences.
- 2(b) The teacher understands there are unique considerations and strategies for appropriately identifying culturally and linguistically diverse students with exceptionalities (learning disabilities/giftedness).
- 2(c) The teacher understands the importance of providing appropriate accommodations that allow students to access academic content based on their current level of language proficiency.
- 2(d) The teacher understands there are unique considerations for specific language learner groups (e.g. immigrants, refugees, migrant, students with interrupted formal education).

**Performance**

- 2(e) The teacher identifies ways to promote respect and advocate for diverse linguistic communities.
- 2(f) The teacher demonstrates the ability to collaborate with other area specialists to appropriately identify culturally and linguistically diverse students with exceptionalities.
- 2(g) The teacher demonstrates the ability to provide appropriate accommodations that allow students to access academic content based on their current level of language proficiency.
- 2(h) The teacher identifies and describes characteristics of major language and cultural groups in Idaho.

***Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.***

**Knowledge**

- 3(a) The teacher understands that language is socially constructed and the importance of individual and collaborative learning.
- 3(b) The teacher understands the importance of creating a safe, culturally responsive learning environment that promotes engagement and motivation.

**Performance**

- 3(c) The teacher demonstrates the ability to create a culturally responsive classroom environment.

***Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

**Knowledge**

- 4(a) The teacher understands the evolution, research, and current federal and state legal mandates of education for linguistically diverse learners.
- 4(b) The teacher understands various language instruction educational program models.
- 4(c) The teacher understands that language is a system (including linguistic and socio-linguistic) and is able to distinguish between forms, functions, and contextual usage of social and academic language.

**Performance**

- 4(d) The teacher establishes goals, designs curricula and instruction, and facilitates student learning in a manner that builds on students' linguistic and cultural diversity.
- 4(e) The teacher evaluates various language instruction program models and makes possible recommendations for improvement.
- 4(f) The teacher analyzes language demands for instruction.

***Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.***

**Knowledge**

- 5(a) The teacher understands that language is a system that uses listening, speaking, reading, and writing for social and academic purposes.

**Performance**

- 5(b) The teacher develops active and interactive activities that promote proficiency in the four domains of language.

***Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.***

**Knowledge**

- 6(a) The teacher understands variations in assessment of student progress that may be related to cultural and linguistic differences.
- 6(b) The teacher understands how to measure English language proficiency and is familiar with the state English language proficiency assessment.
- 6(c) The teacher understands the difference between levels of language proficiency and how it can affect a students' academic achievement through various assessments.
- 6(d) The teacher knows how to interpret data and explain the results of standardized assessments to students who are English learners, the students' families, and to colleagues.

- 6(e) The teacher understands appropriate accommodations for language learners being tested in the content areas.
- 6(f) The teacher understands how to use data to make informed decisions about program effectiveness.

**Performance**

- 6(g) The teacher demonstrates the ability to use a combination of observation and other assessments to make decisions about appropriate program services for language learners.
- 6(h) The teacher demonstrates the ability to use a combination of assessments that measure language proficiency and content knowledge respectively to determine how level of language proficiency may affect the demonstration of academic performance.
- 6(i) The teacher demonstrates the ability to identify and utilize appropriate accommodations for language learners being tested in the content areas.
- 6(j) The teacher demonstrates the ability to use English language proficiency data (formative, summative, etc.), in conjunction with other student achievement data, to evaluate language instruction program effectiveness.

***Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.***

**Knowledge**

- 7(a) The teacher understands how to incorporate students' diverse cultural backgrounds and language proficiency levels into instructional planning that aligns with the English Language Development Standards.

**Performance**

- 7(b) The teacher creates and delivers lessons that incorporate students' diverse cultural backgrounds and language proficiency levels into instructional planning that aligns with the English Language Development Standards.

***Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.***

**Knowledge**

- 8(a) The teacher understands how to adapt lessons, textbooks, and other instructional materials, to be culturally and linguistically appropriate to facilitate linguistic and academic growth of language learners.
- 8(b) The teacher understands research and evidence based strategies that promote students' critical thinking and problem solving at all stages of language development.

**Performance**

- 8(c) The teacher selects, adapts, creates and uses various culturally and linguistically appropriate resources related to content areas and second language development.
- 8(d) The teacher has a repertoire of research and evidence based strategies that promote students' critical thinking and problem solving at all stages of language development.

***Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.***

**Knowledge**

- 9(a) The teacher understands the importance of staying current on research related to language learning.

***Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.***

**Knowledge**

- 10(a) The teacher understands the benefits of family and community involvement in students' linguistic, academic, and social development.
- 10(b) The teacher understands the necessity of collegiality, collaboration, and leadership to promote opportunities for language learners.

**Performance**

- 10(c) The teacher identifies ways in which to create family and community partnerships that promote students' linguistic, academic, and social development.
- 10(d) The teacher identifies ways in which to collaborate with colleagues to promote opportunities for language learners.
- 10(E) The teacher identifies ways in which to assist other educators and students in promoting cultural respect and validation of students' and families' diverse backgrounds and experiences.

GLOSSARY OF TERMS

**Bilingual Education Program** – An educational approach that uses two languages to promote academic success, bilingualism, biliteracy, and multiculturalism

**Biliteracy** – The ability to read and write in two languages

**English as a Second Language (ESL)** – The teaching/studying of English by nonnative English speakers-ESL is an educational approach in which English language learners are instructed in the use of English as an additional language. ESL refers to an additive language to either bilingual or multilingual speakers of other languages.

**First Language** – A person's native language and/or language spoken most fluently - also known as: L1, primary language, home language, native language, heritage language

**Second Language** – Any language that one speaks other than one's first language - also known as L2, target language, additive language

## IDAHO STANDARDS FOR BILINGUAL EDUCATION TEACHERS

All teacher preparation programs are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s). In addition to the standards listed here, bilingual education teachers must meet Idaho Foundation Standards for Bilingual Education and English as a Second Language (ESL) Teachers. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the Bilingual Education Teacher Standards are widely recognized, but not all-encompassing or absolute, indicators that teacher preparation programs have met the standards. The evidence validating candidates' ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how candidates view the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

***Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

### **Knowledge**

- 1(a) The bilingual education teacher understands the stages of development for learners of two languages and the impacts on their language and development.

### **Performance**

- 1(b) The bilingual education teacher uses evidence-based strategies and approaches that promote bilingualism and biliteracy for language development.

***Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.***

***Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.***

***Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

**Knowledge**

- 4(a) The bilingual education teacher has communicative competence and academic language proficiency in the first language and in the second language.
- 4(b) The bilingual education teacher understands the linguistic features of both the first language and the second language.
- 4(c) The bilingual education teacher has knowledge of the cultures of the first language and the second language.
- 4(d) The bilingual education teacher understands the methodology of teaching biliteracy.

**Performance**

- 4(e) The bilingual education teacher demonstrates proficiency in key linguistic structures and the ability to expose students to the linguistic features of the first and second language, such as various registers, dialects, and idioms.
- 4(f) The bilingual education teacher demonstrates the ability to address the cultures of the first and the second language in an instructional cycle.
- 4(g) The bilingual education teacher demonstrates the ability to plan literacy instruction for students in a bilingual program.

***Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.***

***Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.***

**Knowledge**

- 6(a) The bilingual education teacher understands how to measure students' level of proficiency in the first language and in the second language.

***Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.***

***Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.***

***Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.***



*Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.*

## IDAHO STANDARDS FOR ENGLISH AS A SECOND LANGUAGE (ESL) TEACHERS

All teacher preparation programs are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s). In addition to the standards listed here, English as a Second Language (ESL) teachers must meet Idaho Foundation Standards for Bilingual Education and English as a Second Language (ESL) Teachers. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the English as a Second Language Teacher Standards are widely recognized, but not all-encompassing or absolute, indicators that teacher preparation programs have met the standards. The evidence validating candidates' ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how candidates view the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

***Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

***Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.***

***Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.***

***Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

### **Knowledge**

- 4(a) The ESL teacher understands linguistic features of the English language.

### **Performance**

- 4(b) The ESL teacher is able to integrate linguistic features of the English language in lesson planning, delivery, and instruction.

*Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.*

*Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.*

*Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross- disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.*

*Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.*

*Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.*

*Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.*

## IDAHO STANDARDS FOR BLENDED EARLY CHILDHOOD EDUCATION/EARLY CHILDHOOD SPECIAL EDUCATION TEACHERS

All teacher candidates are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s) at the “acceptable” level or above. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the Blended Early Childhood/Early Childhood Special Education Teacher Standards are widely recognized, but not all-encompassing or absolute, indicators that teacher candidates have met the standards. The evidence validating candidates’ ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate’s disposition. Professional dispositions are how the candidate views the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

The characteristics of development and learning of young children are integrally linked and different from those of older children and adults. Thus, programs serving young children should be structured to support those unique developmental and learning characteristics. The early childhood educator will extend, adapt, and apply knowledge gained in the professional education core for the benefit of children from birth through grade three.

***Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

### **Knowledge**

- 1(a) The early childhood educator knows that family systems are inextricably tied to child development.
- 1(b) The early childhood educator understands the typical and atypical development of infants’ and children’s attachments and relationships with primary caregivers.
- 1(c) The early childhood educator understands how learning occurs and that children’s development influences learning and instructional decisions.
- 1(d) The early childhood educator understands pre-, peri-, and postnatal development and factors, such as biological and environment conditions that affect children’s development and learning.

- 1(e) The early childhood educator understands the developmental consequences of toxic (strong, frequent, and/or prolonged) stress, trauma, protective factors and resilience, and the consequences on the child's mental health.
- 1(f) The early childhood educator understands the importance of supportive relationships on the child's learning, emotional, and social development.
- 1(g) The early childhood educator understands the role of adult-child relationships in learning and development.

**Performance**

- 1(h) The early childhood educator identifies pre-, peri-, and postnatal development and factors, such as biological and environment conditions that affect children's development and learning.
- 1(i) The early childhood educator collaborates with parents, families, specialists and community agencies to identify and implement strategies to minimize the developmental consequences of toxic (strong, frequent, and/or prolonged) stress and trauma, while increasing protective factors and resilience.
- 1(j) The early childhood educator establishes and maintains positive interactions and relationships with the child.

***Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.***

**Knowledge**

- 2(a) The early childhood educator understands the continuum of medical care for premature development, low birth weight, children who are medically fragile, and children with special health care needs, and knows the concerns and priorities associated with these medical conditions as well as their implications on child development and family resources.
- 2(b) The early childhood educator understands variations of beliefs, traditions, and values across cultures and the effect of these on the relationships among the child, family, and their environments.
- 2(c) The early childhood educator knows the characteristics of typical and atypical development and their educational implications and effects on participation in educational and community environments.
- 2(d) The early childhood educator knows how to access information regarding specific children's needs and disability-related issues (e.g., medical, support, service delivery).
- 2(e) The early childhood educator knows about and understands the purpose of assistive technology in facilitating individual children's learning differences, and to provide access to an inclusive learning environment.

**Performance**

- 2(f) The early childhood educator locates, uses, and shares information about the methods for the care of 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.
- 2(g) The early childhood educator adapts learning, language, and communication strategies for the developmental age and stage of the child, and as appropriate identifies and uses assistive technology.

***Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.***

**Knowledge**

- 3(a) The early childhood educator understands the importance and use of routines as a teaching strategy.
- 3(b) The early childhood educator knows that physically and psychologically safe and healthy learning environments promote security, trust, attachment, and mastery motivation in children.
- 3(c) The early childhood educator understands applicable laws, rules, and regulations regarding behavior management planning and plan implementation for children with disabilities.
- 3(d) The early childhood educator understands principles of guidance (co-regulation, self-monitoring, and emotional regulation), applied behavioral analysis and ethical considerations inherent in behavior management.
- 3(e) The early childhood educator understands crisis prevention and intervention practices relative to the setting, age, and developmental stage of the child.
- 3(f) The early childhood educator knows a variety of strategies and environmental designs that facilitate a positive social and behavioral climate.
- 3(g) The early childhood educator understands that the child's primary teacher is the parent.
- 3(h) The early childhood educator understands appropriate use of evidence-based practices that support development at all stages.

**Performance**

- 3(i) The early childhood educator promotes opportunities for all children in natural and inclusive settings.
- 3(j) The early childhood educator embeds learning objectives within everyday routines and activities.

- 3(k) The early childhood educator creates an accessible learning environment, including the use of assistive technology.
- 3(l) The early childhood educator provides training and supervision for the classroom paraprofessional, aide, volunteer, and peer tutor.
- 3(m) The early childhood educator creates an environment that encourages self-advocacy and increased independence.
- 3(n) The early childhood educator plans and implements intervention consistent with the needs of children.
- 3(o) The early childhood educator conducts functional behavior assessments and develops positive behavior supports, and creates behavior intervention plans.
- 3(p) In collaboration with the parent, the early childhood educator applies evidence-based strategies that support development at all stages in home, community, and classroom environments.

***Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

**Knowledge**

- 4(a) The early childhood educator knows how children integrate domains of development (language, cognition, social and 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, movement).
- 4(b) The early childhood educator understands theories, history, and models that provide the basis for early childhood education and early childhood special education practices as identified in the National Association for the Education of Young Children (NAEYC) Standards for Early Childhood Professional Preparation Programs and the Council for Exceptional Children/Division of Early Childhood (CEC/DEC) Preparation Standards.
- 4(c) The early childhood educator understands the process of self-regulation that assists children to identify and cope with emotions.
- 4(d) The early childhood educator understands speech and language acquisition processes in order to support emergent literacy, including pre-linguistic communication and language development.
- 4(e) The early childhood educator understands the elements of play and how play assists children in learning.
- 4(f) The early childhood educator understands nutrition and feeding relationships so children develop essential and healthy eating habits.

- 4(g) The early childhood educator understands that 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.
- 4(h) The early childhood educator understands the acquisition of self-help skills that facilitate the child's growing independence (e.g., toileting, dressing, grooming, hygiene, eating, sleeping).
- 4(i) The early childhood educator understands the comprehensive nature of children's wellbeing in order to create opportunities for developing and practicing skills that contribute to healthful living and enhanced quality of life.
- 4(j) The early childhood educator has deep knowledge of the state-adopted early learning guidelines/standards and developmental indicators.

**Performance**

- 4(k) The early childhood educator demonstrates the application of theories and educational models in early childhood education and special education practices.
- 4(l) The early childhood educator applies developmentally appropriate practices to facilitate growth towards developmental milestones and emerging foundational skills.
- 4(m) The early childhood educator differentiates practices for the acquisition of skills in English language arts, science, mathematics, social studies, the arts, health, safety, nutrition, and physical education for children from birth through age 2, ages 3-5, and grades K-3.

***Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.***

**Knowledge**

- 5(a) The early childhood educator understands critical developmental processes and knows how to facilitate the growth and development of children birth through age 8.
- 5(b) The early childhood educator recognizes the role that social and emotional development plays in overall development and learning.
- 5(c) The early childhood educator knows the multiple factors that contribute to the development of cultural competence in young children birth through age 8.
- 5(d) The early childhood educator understands how to promote the development of executive functioning in children birth through age 8 (e.g., impulse control, problem solving, exploration).
- 5(e) The early childhood educator knows the importance of facilitating emergent literacy and numeracy.
- 5(f) The early childhood educator understands the essential functions of play and the role of play in the holistic growth and development of children birth through age 8.



**Performance**

- 5(g) The early childhood educator effectively creates and maintains an environment that facilitates overall growth and development of all children (e.g., routines, materials and equipment, schedules, building relationships, assistive technology).
- 5(h) The early childhood educator builds positive relationships with children and families and encourages cultural sensitivity among children to foster social and emotional development of all children.
- 5(i) The early childhood educator utilizes a play-based curriculum to facilitate the holistic development of all children and fosters the emergence of literacy, numeracy, and cognition.
- 5(j) The early childhood educator effectively utilizes explicit instruction to facilitate the development of executive functioning (e.g., impulse control, problem solving, exploration).

***Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.***

**Knowledge**

- 6(a) The early childhood educator understands the legal provisions, regulations, guidelines, and ethical concerns regarding assessment of children.
- 6(b) The early childhood 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.
- 6(c) The early childhood 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.
- 6(d) The early childhood educator knows the ethical issues and identification procedures for children with disabilities, including children from culturally and linguistically diverse backgrounds.

**Performance**

- 6(e) The early childhood educator assesses all developmental domains (e.g., social and emotional, fine and gross motor, cognition, communication, self-help).
- 6(f) The early childhood educator ensures the participation and procedural safeguard rights of the parent/child when determining eligibility, planning, and implementing services.
- 6(g) The early childhood educator collaborates with families and professionals involved in the assessment process of children.

- 6(h) The early childhood educator conducts an ecological assessment and uses the information to modify various settings as needed and to integrate the children into those setting.
- 6(i) The early childhood educator uses a diverse array of assessment strategies to assess children depending on the purpose of assessment (e.g., observation, checklists, norm-referenced).
- 6(j) The early childhood educator demonstrates culturally or linguistically diverse assessment practices and procedures used to determine eligibility of a student.

***Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.***

**Knowledge**

- 7(a) The early childhood educator understands theory and research that reflect currently recommended professional practice for engaging with families and children (from birth through age 2, ages 3-5, and grades K-3).
- 7(b) The early childhood educator has deep knowledge of the state-adopted early learning guidelines/standards and developmental indicators.

**Performance**

- 7(c) The early childhood educator designs meaningful child-initiated inquiry and integrated learning opportunities that are scaffolded for the developmental needs of all children.
- 7(d) The early childhood 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 Family Service Plans (IFSP) Individualized Education Programs (IEP).
- 7(e) The early childhood educator facilitates transitions for children and their families (e.g., hospital, home, Infant/Toddler programs, Head Start, Early Head Start, childcare programs, preschool, primary programs).
- 7(f) The early childhood educator analyzes activities and tasks and uses procedures for monitoring children's skill levels and progress.
- 7(g) The early childhood educator evaluates children's skill development in relation to developmental norms and state-adopted standards.

***Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.***

**Knowledge**

- 8(a) The early childhood 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, transitions).
- 8(b) The early childhood educator understands the breadth and application of low and high assistive technology to support instructional assessment, planning, and delivery of instruction.

**Performance**

- 8(c) The early childhood educator uses developmentally appropriate methods to help 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, inquiry and reflection experiences).
- 8(d) The early childhood educator uses evidence-based instructional strategies (e.g., child choice, play, differentiation, direct instruction, scaffolding) that support both child-initiated and adult-directed activities.

***Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.***

**Knowledge**

- 9(a) The early childhood educator understands the NAEYC Standards for Early Childhood Professional Preparation and the CEC/DEC Initial Preparation Standards.
- 9(b) The early childhood educator understands the code of ethics of the NAEYC, CEC/DEC, and the Idaho Code of Ethics for Professional Educators.
- 9(c) The early childhood educator understands the responsibilities as outlined in the Pre-Service Technology Standards (e.g., digital citizenship and ethical practice).

**Performance**

- 9(d) The early childhood educator practices behavior congruent with the NAEYC Standards for Early Childhood Professional Preparation, CEC/DEC Initial Preparation Standards, and the Idaho Code of Ethics for Professional Educators.
- 9(e) The early childhood educator practices behavior as outlined in the Pre-Service Technology Standards (e.g. digital citizenship and ethical practice).

***Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.***

**Knowledge**

- 10(a) The early childhood educator knows about state and national professional organizations (e.g., NAEYC and CEC/DEC).
- 10(b) The early childhood educator knows family systems theory and its application to the dynamics, roles, and relationships within families and communities.
- 10(c) The early childhood educator knows community, state, and national resources available for children and their families.
- 10(d) The early childhood educator understands the role and function of the service coordinator and related service professionals in assisting families of children.
- 10(e) The early childhood educator knows basic principles of administration, organization, and operation of early childhood programs (e.g., supervision of staff and volunteers, and program evaluation).
- 10(f) The early childhood educator knows the rights and responsibilities of parents, students, teachers, professionals, and programs as they relate to children with disabilities.
- 10(g) The early childhood educator understands how to effectively communicate and collaborate with children, parents, colleagues, and the community in a professional and culturally sensitive manner.

**Performance**

- 10(h) The early childhood educator demonstrates skills in communicating, consulting and partnering with families and diverse service delivery providers (e.g., home services, childcare programs, school, community) to support the child's development and learning.
- 10(i) The early childhood educator identifies and accesses community, state, and national resources for children and families.
- 10(j) The early childhood educator advocates for children and their families.
- 10(k) The early childhood educator creates a manageable system to maintain all program and legal records for children.
- 10(l) The early childhood educator encourages and assists families to become active participants in the educational team, including setting instructional goals for and charting progress of children.
- 10(m) The early childhood educator demonstrates respect, honesty, caring, and responsibility in order to promote and nurture an environment that fosters these qualities.

## IDAHO FOUNDATION STANDARDS FOR CAREER-TECHNICAL TEACHERS

In addition to the standards listed here, career-technical teachers must meet Idaho Core Teacher Standards and one of the following: (1) Idaho Standards for Agricultural Science and Technology Teachers, (2) Idaho Standards for Business Technology Teachers, (3) Idaho Standards for Family and Consumer Sciences Teachers, (4) Idaho Standards for Marketing Technology Teachers, or (5) Idaho Standards for Technology Education Teachers. Occupationally-certified teachers must meet these foundation standards for career-technical teachers. Additionally, all teacher candidates are expected to meet the requirements defined in IDAPA (08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the professional-technical teacher standards are widely recognized, but not all-encompassing or absolute, indicators that teacher candidates have met the standards. The evidence validating candidates' ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how the candidate views the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

***Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

***Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.***

***Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.***

### **Performance**

- 3(a) The teacher is able to apply concepts of classroom motivation and management to laboratory and field settings.

***Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

**Knowledge**

- 4(a) The teacher understands basic technological principles, processes, terminology, skills, and safety practices of the occupational area.
- 4(b) The teacher understands industry trends and labor market needs.
- 4(c) The teacher understands organizational and leadership structures in the workplace.
- 4(d) The teacher understands the philosophical principles and the practices of career-technical education.
- 4(e) The teacher understands the importance of intra-curricular student leadership development in career-technical program areas.

**Performance**

- 4(f) The teacher demonstrates specific occupational skills necessary for employment.
- 4(g) The teacher uses current terminology, industry logistics, and procedures for the occupational area.
- 4(h) The teacher incorporates and promotes leadership skills in state-approved Career-Technical Student Organizations (CTSO).
- 4(i) The teacher assesses the occupational needs of the community.
- 4(j) The teacher facilitates experiences designed to develop skills for successful employment.
- 4(k) The teacher informs students about opportunities to develop employment skills (e.g., work-study programs, internships, volunteer work, employment opportunities).

***Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.***

***Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.***

**Knowledge**

- 6(a) The teacher knows how to analyze data about a student's progress, including assessments, to evaluate workplace readiness.
- 6(b) The teacher understands the importance of conducting a follow-up survey of graduates.
- 6(c) The teacher understands how to modify the instruction based on student progress, changing industry standards, state-approved program assessments, and/or other relevant assessment data.
- 6(d) The teacher understands how to assess student learning in applicable laboratory settings.

**Performance**

- 6(e) The teacher analyzes data about a student's progress, including assessments, to evaluate workplace readiness.
- 6(f) The teacher provides verbal and written assessment feedback on students' classroom and/or laboratory assignments.
- 6(g) The teacher modifies instruction based on student progress, changing industry standards, state-approved program assessments, and/or other relevant assessment data.

***Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.***

**Knowledge**

- 7(a) The teacher understands state-approved career-technical secondary-to-postsecondary standards and competencies, and how these are organized in the curriculum.
- 7(b) The teacher understands how to embed state-approved career-technical student organization (CTSO) activities in the curriculum.
- 7(c) The teacher knows how to identify community and industry expectations and access resources.

**Performance**

- 7(d) The teacher designs instruction to meet state-approved career-technical secondary-to-postsecondary curricula and industry standards.

***Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.***

**Knowledge**

- 8(a) The teacher understands how to provide students with realistic occupational and/or work experiences.
- 8(b) The teacher knows how to utilize education and industry professionals, and research to enhance student understanding of processes, knowledge, and safety.
- 8(c) The teacher understands integration of student leadership development, community involvement, and personal growth into instructional strategies.
- 8(d) The teacher understands how academic skills and advanced technology can be integrated into an occupational learning environment.

**Performance**

- 8(e) The teacher models ethical workplace practices.
- 8(f) The teacher discusses state guidelines to aid students in understanding the trends and issues of an occupation.
- 8(g) The teacher integrates academic skills into each occupational area.
- 8(h) The teacher uses simulated and/or authentic occupational applications of course content.
- 8(i) The teacher uses experts from business, industry, and government as appropriate for the content area.
- 8(j) The teacher discusses innovation and entrepreneurship in the workforce and incorporates them where possible.

***Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.***

**Knowledge**

- 9(a) The teacher understands how sustained professionalism reflects on him or her as an educator and as a representative of his or her industry.
- 9(b) The teacher understands the importance of maintaining current technical skills and seeking continual improvement.
- 9(c) The teacher understands current state and federal guidelines and regulations related to career-technical education requirements.

**Performance**

- 9(d) The teacher evaluates and reflects on his or her own level of professionalism as an educator and as a representative of his or her industry.
- 9(e) The teacher participates in continual relevant professional development activities through involvement with local, state, and national career and technical organizations.

***Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.***

**Knowledge**

- 10(a) The teacher understands the role technical advisory committees play in continuous program improvement.



- 10(b) The teacher understands the importance of using industry experts to develop and validate occupational skills.
- 10(c) The teacher understands the importance of professional organizations within the content and occupational areas.
- 10(d) The teacher understands career-technical education advanced opportunities.
- 10(e) The teacher understands the local, state, and national opportunities of state-approved career-technical student organizations (CTSO).

**Performance**

- 10(f) The teacher participates with technical advisory committees for program development and improvement.
- 10(g) The teacher cooperates with educators in other content areas to develop instructional strategies and to integrate learning.
- 10(h) The teacher interacts with business, industry, labor, government, and the community to build effective partnerships.

***Standard 11: Safety - The teacher creates and manages classroom/laboratories that are clean, orderly, safe, and accessible to all students.***

**Knowledge**

- 11(a) The teacher understands how to safely handle and dispose of waste materials.
- 11(b) The teacher understands how to care for, inventory, and maintain materials and equipment.
- 11(c) The teacher understands safety contracts and operation procedures.
- 11(d) The teacher understands legal safety issues related to the program area.
- 11(e) The teacher understands safety requirements necessary to conduct laboratory and field activities.
- 11(f) The teacher understands time and organizational skills in laboratory management.
- 11(g) The teacher is aware of safety regulations at school and work sites.

**Performance**

- 11(h) The teacher ensures that facilities, materials, and equipment are safe to use.
- 11(i) The teacher instructs and models safety procedures and documents safety instruction, and updates each according to industry standards.
- 11(j) The teacher demonstrates effective management skills in the classroom and laboratory environments.
- 11(k) The teacher models and reinforces effective work and safety habits.

*Standard 12: Career Readiness - The teacher prepares students to meet the demands and responsibilities of the workplace.*

**Knowledge**

- 12(a) The teacher understands workplace employability skills and related issues.
- 12(b) The teacher understands the issues of balancing work and personal responsibilities.
- 12(c) The teacher understands how to promote career awareness.

**Performance**

- 12(d) The teacher designs instruction that addresses employability skills and related workplace issues.
- 12(e) The teacher discusses how to balance demands between work and personal responsibilities.
- 12(f) The teacher provides opportunities for career awareness and exploration.

## IDAHO STANDARDS FOR AGRICULTURAL SCIENCE AND TECHNOLOGY TEACHERS

In addition to the standards listed here, agricultural science and technology teachers must meet Idaho Core Teacher Standards and Idaho Foundation Standards for Career-Technical Teachers. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the agricultural science and technology teacher standards are widely recognized, but not all-encompassing or absolute, indicators that teacher candidates have met the standards. The evidence validating candidates' ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how the candidate views the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

***Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

***Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.***

***Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.***

***Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

### **Knowledge**

- 4(a) The teacher understands biological, physical, and applied sciences relative to practical solutions for the agricultural industry.
- 4(b) The teacher knows about production agriculture.
- 4(c) The teacher knows plant and animal science, agricultural business management, and agricultural mechanics, as well as computer and other technology related to these areas.

- 4(d) The teacher understands and has experience in one or more of the following specialized occupational areas:
- Agricultural production and marketing
  - Agricultural equipment and supplies
  - Agriculture product processing
  - Ornamental horticulture and turf grass management (e.g., floriculture, greenhouse management)
  - Agricultural business planning and analysis
  - Natural resource management
  - Environmental science
  - Forestry
  - Small animal production and care
- 4(e) The teacher understands how to advise, oversee and operate a local FFA chapter and how it relates to the Idaho State and National FFA organizations.
- 4(f) The teacher understands how to organize and implement Supervised Agricultural Experience (SAE) programs including but not limited to working with parents, students, adults, and employers.
- 4(g) The teacher is familiar with the administrative duties related to being a secondary agriculture teacher (e.g., extended contract, state reporting procedures, FFA, SAE).

**Performance**

- 4(h) The teacher applies natural and physical science principles to practical solutions.
- 4(i) The teacher discusses production agriculture.
- 4(j) The teacher discusses and demonstrates content and best practices of plant and animal science; agricultural business management; and agricultural mechanics; and integrates computer and other technology related to these areas.
- 4(k) The teacher advises, oversees and operates a local FFA chapter in relationship to the Idaho State and National FFA organizations.
- 4(l) The teacher organizes and implements SAE programs including but not limited to working with parents, students, adults and employers.
- 4(m) The teacher observes administrative duties related to being a secondary agriculture teacher (e.g., extended contract, state reporting procedures, FFA, SAE).

***Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.***

***Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.***

**Performance**

- 6(a) The teacher can develop and utilize performance-based assessments to evaluate student projects.

***Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.***

**Knowledge**

- 7(a) The teacher understands the integrated programmatic approach of incorporating classroom and laboratory, FFA, and SAE.

**Performance**

- 7(b) The teacher actively incorporates components of FFA and SAE into instruction.

***Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.***

**Knowledge**

- 8(a) The teacher understands that experiential learning theory is the foundation for classroom/laboratory instruction, SAE, and FFA leadership development.

***Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.***

***Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.***

**Knowledge**

- 10(a) The teacher understands the role of industry experts in agricultural education settings for the purpose of formal training.
- 10(b) The teacher understands the role of adult volunteers in secondary agricultural education and FFA programs.

***Standard 11: Safety - The teacher creates and manages classroom/laboratories that are clean, orderly, safe, and accessible to all students.***

*Standard 12: Career Readiness - The teacher prepares students to meet the demands and responsibilities of the workplace.*

## IDAHO STANDARDS FOR BUSINESS TECHNOLOGY TEACHERS

In addition to the standards listed here, business technology teachers must meet Idaho Core Teacher Standards and Idaho Foundation Standards for Career-Technical Teachers. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the business technology teacher standards are widely recognized, but not all-encompassing or absolute, indicators that teacher candidates have met the standards. The evidence validating candidates' ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how the candidate views the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

***Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

***Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.***

***Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.***

### **Knowledge**

- 3(a) The teacher understands how classroom environment ties to industry to create a real-world working environment in the classroom/laboratory setting.

***Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

### **Knowledge**

- 4(a) The teacher possesses a foundational level of knowledge about a broad range of business and business technology subjects, which support current state-approved standards.

- 4(b) The teacher understands how to advise, oversee and facilitate a Business Professionals of America (BPA) chapter and how it relates to the Idaho and National BPA organizations.

**Performance**

- 4(c) The teacher integrates BPA through intra-curricular approaches in the business program of study.
- 4(d) The teacher integrates academic concepts into business and business technology content areas.

*Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.*

*Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.*

*Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross- disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.*

*Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.*

*Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.*

*Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.*

*Standard 11: Safety - The teacher creates and manages classroom/laboratories that are clean, orderly, safe, and accessible to all students.*

*Standard 12: Career Readiness - The teacher prepares students to meet the demands and responsibilities of the workplace.*



## IDAHO STANDARDS FOR FAMILY AND CONSUMER SCIENCES TEACHERS

In addition to the standards listed here, family and consumer sciences teachers must meet the Idaho Core Teacher Standards and Idaho Foundation Standards for Career-Technical Teachers. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the family and consumer sciences teacher standards are widely recognized, but not all-encompassing or absolute, indicators that teacher candidates have met the standards. The evidence validating candidates' ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how the candidate views the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

***Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

***Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.***

***Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.***

***Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

### Knowledge

- 4(a) The teacher understands the significance of family and its impact on the well-being of children, adults, and society and the multiple life roles and responsibilities in family, career, and community settings.
- 4(b) The teacher knows of community agencies and organizations that provide assistance to individuals and families.
- 4(c) The teacher understands how interpersonal relationships, cultural patterns, and diversity affect individuals, families, community, and the workplace.

- 4(d) The teacher understands the roles and responsibilities of parenting and factors that affect human growth and development across the life span.
- 4(e) The teacher understands the social, emotional, intellectual, physical, and moral development across the lifespan.
- 4(f) The teacher understands the science and practical application involved in planning, selecting, preparing, and serving food according to the principles of sound nutrition, cultural and economic needs of individuals, families, and industry; along with practices to encourage wellness for life.
- 4(g) The teacher understands the design, selection, and care of textiles and apparel products.
- 4(h) The teacher understands housing, design, furnishings, technology, and equipment needs for individuals, families, and industry.
- 4(i) The teacher understands consumer economic issues and behavior for managing individual and family resources to achieve goals at various stages of the life cycle.
- 4(j) The teacher understands resource conservation and environmental issues in relation to family and community health.
- 4(k) The teacher understands the nature of the profession and knows of careers related to family and consumer sciences.
- 4(l) The teacher understands how social media can influence communication and outcomes between individuals, family members, and community connections.
- 4(m) The teacher understands how to incorporate Family, Career and Community Leaders of America (FCCLA) as intra-curricular learning experiences.
- 4(n) The teacher maintains an awareness of the nature of the profession and knows of careers related to family and consumer sciences.

**Performance**

- 4(o) The teacher integrates Family, Career and Community Leaders of America, FCCLA into family and consumer sciences instruction.
- 4(p) The teacher validates the significance of family and its impact on the well-being of children, adults, individuals and society and the multiple life roles and responsibilities in family, work career, and community settings.
- 4(q) The teacher promotes the roles and responsibilities of parenting and factors that affect human growth and development across the life span.
- 4(r) The teacher incorporates the science and practical application involved in planning, selecting, preparing, and serving food according to the principles of sound nutrition, and cultural and economic needs of individuals, and families, and industry; along with practices to encourage wellness for life.

- 4(s) The teacher demonstrates the design, selection, and care of textiles and apparel products.
- 4(t) The teacher demonstrates housing, design, furnishings, technology, and equipment needs for individuals, and families, and industry.
- 4(u) The teacher integrates consumer economic issues about and behavior for managing individual and family resources to achieve goals at various stages of the life cycle.
- 4(v) The teacher integrates resource conservation and environmental issues in relation to family and community health.

***Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.***

***Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.***

**Knowledge**

- 6(a) The teacher understands formal and informal comprehensive and industry assessment strategies to evaluate and advance student performance and to determine program effectiveness.

**Performance**

- 6(b) The teacher uses and interprets formal and informal comprehensive and industry assessment strategies to evaluate and advance student performance and to determine program effectiveness.

***Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross- disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.***

**Knowledge**

- 7(a) The teacher understands how to apply family and consumer sciences national standards and other resources when planning instruction.
- 7(b) The teacher understands how program alignment across grade levels (6-12) and family and consumer sciences content area maximizes learning.

***Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.***

***Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.***

*Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.*

*Standard 11: Safety - The teacher creates and manages classroom/ laboratories that are clean, orderly, safe, and accessible to all students.*

*Standard 12: Career Readiness - The teacher prepares students to meet the demands and responsibilities of the workplace.*

## IDAHO STANDARDS FOR MARKETING TECHNOLOGY TEACHERS

In addition to the standards listed here, marketing technology teachers must meet Idaho Core Teacher Standards and Idaho Foundation Standards for Career-Technical Teachers. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the marketing technology teacher standards are widely recognized, but not all-encompassing or absolute, indicators that teacher candidates have met the standards. The evidence validating candidates' ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how the candidate views the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

***Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

***Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.***

***Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.***

### **Knowledge**

- 3(a) The teacher understands how classroom environment ties to industry to create a real-world working environment in the classroom/laboratory setting.

***Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

### **Knowledge**

- 4(a) The teacher possesses a foundational level of knowledge about a broad range of marketing and marketing technology subjects, which support current state-approved teacher endorsement standards.
- 4(b) The teacher understands how to advise, oversee, and facilitate a DECA chapter and how it relates to the Idaho and National DECA organizations.

**Performance**

- 4(c) The teacher embeds DECA activities and curriculum through an intra-curricular approach within the marketing program of study.
- 4(d) The teacher integrates academic concepts into marketing and marketing technology content areas.

***Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.***

***Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.***

***Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.***

***Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.***

***Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.***

***Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.***

***Standard 11: Safety - The teacher creates and manages classroom/ laboratories that are clean, orderly, safe, and accessible to all students.***

***Standard 12: Career Readiness - The teacher prepares students to meet the demands and responsibilities of the workplace.***

## IDAHO STANDARDS FOR TECHNOLOGY EDUCATION TEACHERS

In addition to the standards listed here, technology education teachers must meet Idaho Core Teacher Standards and Idaho Foundation Standards for Career-Technical Teachers.

The following knowledge and performance statements for the technology education teacher standards are widely recognized, but not all-encompassing or absolute, indicators that teacher candidates have met the standards. The evidence validating candidates' ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how the candidate views the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

***Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

***Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.***

***Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.***

***Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

### Knowledge

- 4(a) The teacher has a basic understanding of communication technology; manufacturing; power, energy, and transportation; construction; electronics; computer systems; and other relevant emerging technologies.
- 4(b) The teacher understands the operation and features of computer-aided design and automated manufacturing systems.
- 4(c) The teacher understands the principles and concepts of engineering design, technology and the associated mathematics and science concepts.
- 4(d) The teacher knows the classical and contemporary elements, principles, and processes of structural systems.

- 4(e) The teacher understands industry logistics, technical terminologies and procedures for the technology occupational area.
- 4(f) The teacher understands the importance of team dynamics and the project management process when working in the technology occupational areas.

**Performance**

- 4(g) The teacher demonstrates the skills that support the fields of communication technology; manufacturing; power, energy, and transportation; construction; electronics; computer technology and other relevant emerging technologies.
- 4(h) The teacher demonstrates how to install, maintain, and troubleshoot computers and peripheral equipment, and other related technology applications.
- 4(i) The teacher demonstrates architectural and mechanical drafting skills.
- 4(j) The teacher demonstrates the various phases of an engineering design process.
- 4(k) The teacher creates opportunities for students to work collaboratively in teams and practice the project management processes related to the technology occupational areas.

***Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.***

***Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.***

***Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross- disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.***

***Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.***

***Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.***

***Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.***

***Standard 11: Safety - The teacher creates and manages classroom/ laboratories that are clean, orderly, safe, and accessible to all students.***



*Standard 12: Career Readiness - The teacher prepares students to meet the demands and responsibilities of the workplace.*

## IDAHO FOUNDATION STANDARDS FOR COMMUNICATION ARTS TEACHERS

In addition to the standards listed here, communication arts teachers must meet Idaho Core Teacher Standards and one of the following: (1) Idaho Standards for Journalism Teachers or (2) Idaho Standards for Speech and Debate Teachers. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the Communication Arts Teacher Standards are widely recognized, but not all-encompassing or absolute, indicators that teacher candidates have met the standards. The evidence validating candidates' ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assured attainment of the standards.

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how the candidate views the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

***Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

***Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.***

***Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.***

***Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

### Knowledge

- 4(a) The teacher understands how values and ethics affect communication.
- 4(b) The teacher understands the importance of audience analysis and adaptation in differing communication contexts.
- 4(c) The teacher knows the components and processes of communication.
- 4(d) The teacher understands the interactive roles of perceptions and meaning.

- 4(e) The teacher understands how symbolism and language affect communication.
- 4(f) The teacher understands the role of organization in presenting concepts, ideas, and arguments.
- 4(g) The teacher knows methods and steps of problem solving in communication arts.
- 4(h) The teacher understands the impact of outside social structures and institutions--including historical, political, social, economic, and cultural perspectives--on communication processes and messages.

**Performance**

- 4(i) The teacher emphasizes to students the importance of values and ethics relevant to the communication process in a variety of formats (e.g., speeches, interpersonal interactions, journalistic writing, social media, debate).
- 4(j) The teacher provides instruction and practice in conducting and applying research.
- 4(k) The teacher creates lessons that stress the importance of audience analysis and adaptation.
- 4(l) The teacher presents communication as a process consisting of integral components.
- 4(m) The teacher explains various methods of organization and their effects on the communication process.
- 4(n) The teacher delivers instruction that facilitates student analysis and evaluation of message contexts, including historical, political, social, economic, and cultural perspectives.

***Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.***

***Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.***

***Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.***

***Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.***

***Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.***

**Knowledge**

- 9(a) The teacher understands contemporary legal standards relating to communication and media.

**Performance**

- 9(b) The teacher develops learning progressions for students that embed contemporary legal standards relating to communication and media.

***Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.***

## IDAHO STANDARDS FOR JOURNALISM TEACHERS

In addition to the standards listed here, journalism teachers must meet Idaho Core Teacher Standards and Idaho Foundation Standards for Communication Arts Teachers. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the journalism teacher standard are widely recognized, but not all-encompassing or absolute, indicators that teacher candidates have met the standards. The evidence validating candidates' ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assured attainment of the standards.

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how the candidate views the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

***Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

***Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.***

***Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.***

***Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

### Knowledge

- 4(a) The teacher comprehends the fundamentals of journalistic style (e.g., news, feature, editorial writing).
- 4(b) The teacher understands the elements of design and layout.
- 4(c) The teacher understands the purposes and elements of photojournalism (e.g., composition, processing).
- 4(d) The teacher understands the purposes, types, and rules of headline and caption writing.
- 4(e) The teacher possesses knowledge of interviewing skills.

- 4(f) The teacher knows how to organize and equip a production area.
- 4(g) The teacher knows how to organize and supervise a student staff (e.g., editors, writers, photographers, business personnel).
- 4(h) The teacher knows how to adapt journalistic techniques to various media (e.g., radio, television, Internet).
- 4(i) The teacher understands advertising and finance.
- 4(j) The teacher knows the fundamentals of editing.
- 4(k) The teacher understands processes of effective critiquing.
- 4(l) The teacher understands journalistic and scholastic press law and ethics.
- 4(m) The teacher understands the role of journalism in democracy.

**Performance**

- 4(n) The teacher instructs students in the fundamentals of journalistic style across a variety of journalistic platforms.
- 4(o) The teacher student application of design and layout techniques.
- 4(p) The teacher integrates the purposes and elements of photojournalism into the production process.
- 4(q) The teacher instructs students in the purposes, types, and rules of headline and caption writing.
- 4(r) The teacher provides opportunities for students to practice and use interviewing skills.
- 4(s) The teacher teaches editing skills and provides opportunities for student practice.
- 4(t) The teacher provides opportunities for students to critique and evaluate student and professional work.

***Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.***

***Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.***

***Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.***

***Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.***

*Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.*

*Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.*

## IDAHO STANDARDS FOR SPEECH AND DEBATE TEACHERS

In addition to the standards listed here, speech and debate teachers must meet Idaho Core Teacher Standards and Idaho Foundation Standards for Communication Arts Teachers. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the speech and debate teacher standards are widely recognized, but not all-encompassing or absolute, indicators that teacher candidates have met the standards. The evidence validating candidates' ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assured attainment of the standards.

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how the candidate views the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

***Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

***Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.***

***Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.***

***Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

### Knowledge

- 4(a) The teacher understands the models of interpersonal communication.
- 4(b) The teacher knows the processes and types of active listening.
- 4(c) The teacher knows the nature of conflict and conflict resolution strategies in the speech process.
- 4(d) The teacher knows the dynamics of group communication (e.g., roles, functions, systems, developmental stages, problem solving).
- 4(e) The teacher understands rhetorical theories and practices.



- 4(f) The teacher understands types of public speaking (e.g., informative, persuasive, ceremonial).
- 4(g) The teacher understands the steps of speech preparation, rehearsal, presentation, and constructive feedback.
- 4(h) The teacher understands the necessity of adapting public speaking styles and skills to various media.
- 4(i) The teacher understands the principles of competitive debate theory (e.g., categories and styles of debate).
- 4(j) The teacher knows the theories and practices of argumentation.
- 4(k) The teacher knows the precepts of logical reasoning (e.g., syllogistic, categorical, disjunctive, fallacies).
- 4(l) The teacher knows the various types of competitive speaking events (e.g., impromptu, extemporaneous, oratory, debate).
- 4(m) The teacher knows how to identify and minimize communication anxiety.

**Performance**

- 4(n) The teacher instructs in the process of effective interpersonal communication (e.g., effective listening, components of verbal and nonverbal communication, conflict resolution).
- 4(o) The teacher explains the components and dynamics of group communication and provides opportunities for student implementation.
- 4(p) The teacher provides opportunities for students to prepare, practice, and present various types of speeches.
- 4(q) The teacher provides instruction integrating digital media and visual displays to enhance presentations.
- 4(r) The teacher instructs in the theory, principles, and practices of debate (e.g., argumentation, logical reasoning, competitive speaking).
- 4(s) The teacher provides opportunities for students to participate in debate and speaking events.
- 4(t) The teacher explains various methods of organization and their effects on the communication process.
- 4(u) The teacher provides strategies for assessing and minimizing communication anxiety (e.g., personal anxiety assessment, repetition, visualization).

***Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.***

*Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.*

*Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.*

*Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.*

*Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.*

*Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.*

## IDAHO STANDARDS FOR COMPUTER SCIENCE TEACHERS

All teacher preparation programs are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s). Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the Computer Science Teacher Standards are widely recognized, but not all-encompassing or absolute, indicators that teacher preparation programs have met the standards. These standards were influenced and developed through use of the standards set forward by the International Society for Technology Education (ISTE) and the Computer Science Teachers' Association (CSTA).

The evidence validating candidates' ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how candidates view the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

***Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

### **Knowledge**

- 1(a) The teacher understands digital citizenship.

### **Performance**

- 1(b) The teacher promotes and models digital citizenship.

***Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.***

### **Knowledge**

- 2(a) The teacher understands the role of language and culture in learning computer science and knows how to modify instruction to make language comprehensible and instruction relevant, accessible, and challenging.

***Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.***

**Knowledge**

- 3(a) The teacher understands how to design environments that promote effective teaching and learning in computer science classrooms and promote digital citizenship.

**Performance**

- 3(b) The teacher promotes and models the safe and effective use of computer hardware, software, peripherals, and networks.
- 3(c) The teacher develops student understanding of privacy, security, safety, and effective communication in digital environments.

***Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

**Knowledge**

- 4(a) The teacher understands data representation and abstraction.
- 4(b) The teacher understands how to effectively design, develop, and test algorithms.
- 4(c) The teacher understands the software development process.
- 4(d) The teacher understands digital devices, systems, and networks.
- 4(e) The teacher understands the basic mathematical principles that are the basis of computer science, including algebra, set theory, Boolean logic, coordinating systems, graph theory, matrices, probability, and statistics.
- 4(f) The teacher understands the role computer science plays and its impact in the modern world.
- 4(g) The teacher understands the broad array of opportunities computer science knowledge can provide across every field and discipline.
- 4(h) The teacher understands the many and varied career and education paths that exist in Computer Science.

**Performance**

- 4(i) The teacher demonstrates knowledge of and proficiency in data representation and abstraction. The teacher:
- Effectively uses primitive data types.
  - Demonstrates an understanding of static and dynamic data structures.
  - Effectively uses, manipulates, and explains various external data stores: various types (text, images, sound, etc.), various locations (local, server, cloud), etc.
  - Effectively uses modeling and simulation to solve real-world problems
- 4(j) The teacher effectively designs, develops, and tests algorithms. The teacher:

- Uses a modern, high-level programming language, constructs correctly functioning programs involving simple and structured data types; compound Boolean expressions; and sequential, conditional, and iterative control structures.
  - Designs and tests algorithms and programming solutions to problems in different contexts (textual, numeric, graphic, etc.) using advanced data structures.
  - Analyzes algorithms by considering complexity, efficiency, aesthetics, and correctness.
  - Effectively uses two or more development environments.
  - Demonstrates knowledge of varied software development models and project management strategies.
  - Demonstrates application of phases of the software development process on a project of moderate complexity from inception to implementation.
- 4(k) The teacher demonstrates knowledge of digital devices, systems, and networks. The teacher:
- Demonstrates an understanding of data representation at the machine level.
  - Demonstrates an understanding of machine level components and related issues of complexity.
  - Demonstrates an understanding of operating systems and networking in a structured computing system.
  - Demonstrates an understanding of the operation of computer networks and mobile computing devices.
- 4(l) The teacher demonstrates an understanding of the role computer science plays and its impact in the modern world. The teacher:
- Demonstrates an understanding of the social, ethical, and legal issues and impacts of computing, and the attendant responsibilities of computer scientists and users.
  - Analyzes the contributions of computer science to current and future innovations in sciences, humanities, the arts, and commerce.
- 4(m) The teacher demonstrates an understanding of the basic mathematical principles that are the basis of computer science including algebra, set theory, Boolean logic, coordinating systems, graph theory, matrices, probability, and statistics.

***Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.***

**Knowledge**

- 5(a) The teacher understands the academic language and conventions of computer science and how to make them accessible to students.

**Performance**

- 5(b) The teacher designs activities that require students to effectively describe computing artifacts and communicate results using multiple forms of media.

***Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.***

***Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.***

**Knowledge**

- 7(a) The teacher understands the planning and teaching of computer science lessons/units using effective and engaging practices and methodologies.

**Performance**

- 7(b) The teacher selects a variety of real-world computing problems and project-based methodologies that support active learning.
- 7(c) The teacher provides opportunities for creative and innovative thinking and problem-solving in computer science.
- 7(d) The teacher develops student understanding of the use of computer science to solve interdisciplinary problems.

***Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.***

**Knowledge**

- 8(a) The teacher understands the value of designing and implementing multiple instructional strategies in the teaching of computer science.

**Performance**

- 8(b) The teacher demonstrates the use of a variety of collaborative groupings in lesson plans/units, software projects, and assessments.
- 8(c) The teacher identifies problematic concepts in computer science and constructs appropriate strategies to address them.

*Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.*

**Performance**

- 9(a) The teacher demonstrates knowledge of evolving social and research issues relating to computer science and computer science education.

*Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.*

## IDAHO STANDARDS FOR ELEMENTARY EDUCATION TEACHERS

All teacher candidates are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s) at the “acceptable” level or above. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the Elementary Teacher Standards are widely recognized, but not all-encompassing or absolute, indicators that teacher candidates have met the standards. The evidence validating candidates’ ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate’s disposition. Professional dispositions are how candidates view the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

***Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

### **Knowledge**

- 1(a) The teacher understands how young children’s and early adolescents’ literacy and language development influence learning and instructional decisions across content areas.
- 1(b) The teacher understands the cognitive processes of attention, memory, sensory processing, and reasoning and their role in learning.
- 1(c) The teacher recognizes the role of inquiry and exploration in learning and development.

***Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.***

### **Knowledge**

- 2(a) The teacher understands that there are multiple levels of intervention and recognizes the advantages of beginning with the least intrusive for the student.
- 2(b) The teacher understands culturally responsive pedagogy and the necessity of utilizing it to create the most inclusive learning environment.



**Performance**

- 2(c) The teacher appropriately and effectively collaborates with grade level peers, school intervention teams, parents/guardians, and community partners to meet differentiated needs of all learners.
- 2(d) The teacher systematically progresses through the multiple levels of intervention, beginning with the least intrusive for the student.
- 2(e) The teacher actively engages the school environment, families, and community partners to enact culturally responsive pedagogy.

***Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.***

**Knowledge**

- 3(a) The teacher understands the importance of teaching and re-teaching developmentally appropriate classroom expectations and procedures.

**Performance**

- 3(b) The teacher consistently and effectively models, teaches, and re-teaches developmentally appropriate classroom expectations and procedures.
- 3(c) The teacher utilizes positive behavioral supports and multiple levels of intervention to support and develop appropriate student behavior.
- 3(d) The teacher demonstrates understanding of developmentally and age-appropriate digital citizenship and responsibility.

***Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

**Knowledge**

- 4(a) The teacher understands concepts of language arts/literacy and child development in order to teach reading, writing, speaking/listening, language, viewing, listening, and thinking skills and to help students successfully apply their developing skills to many different situations, materials, and ideas.
- 4(b) The teacher understands how children learn language, the basic sound structure of language, semantics and syntactics, diagnostic tools, and assessment data to improve student reading and writing abilities.
- 4(c) The teacher understands the fundamental concepts and the need to integrate STEM (Sciences, Technology, Engineering, and Mathematics).
- 4(d) The teacher understands and articulates the knowledge and practices of contemporary science and interrelates and interprets important concepts, ideas, and applications.

- 4(e) The teacher understands concepts of mathematics and child development in order to teach number sense and operations, measurement and data analysis, fractions, algebraic reasoning, and proportional reasoning, to help students successfully apply their developing skills through engaging them in the use of the mathematical practices from the Idaho mathematics standards, within many contexts.
- 4(f) The teacher understands the structure of mathematics and the connections and relationships within learning progressions.
- 4(g) The teacher knows the major concepts and modes of inquiry for social studies: the integrated study of history, geography, government/civics, economics, social/cultural and other related areas to develop students' abilities to make informed decisions as global citizens of a culturally diverse, democratic society and interdependent world.
- 4(h) The teacher understands the relevance and application of the arts, such as dance, music, theater, and visual arts as avenues for communication, inquiry, and insight.
- 4(i) The teacher understands the comprehensive nature of students' physical, intellectual, social, and emotional well-being in order to create opportunities for developing and practicing skills that contribute to overall wellness.
- 4(j) The teacher understands human movement and physical activity as central elements in learning and cognitive development.

**Performance**

- 4(k) The teacher models appropriate and accurate use of written and spoken language.
- 4(l) The teacher utilizes the structure of mathematics and the connections and relationships within the learning progressions in his/her instructional practice to increase student conceptual understanding in conjunction with diagnostic tools and assessment data to improve students' mathematical ability.
- 4(m) The teacher utilizes knowledge of how children learn language, the basic sound structure of language, semantics and syntactics, diagnostic tools, and assessment data to improve student reading and writing abilities.

***Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.***

**Knowledge**

- 5(a) The teacher understands the importance of providing a purpose and context to use the communication skills taught across the curriculum.

***Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.***

*Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.*

**Performance**

- 7(a) The teacher designs instruction that provides opportunities for students to learn through inquiry and exploration.

*Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.*

**Performance**

- 8(a) The teacher engages all learners in developing higher order thinking skills.

*Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.*

*Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.*

**Knowledge**

- 10(a) The teacher understands the significance of engaging in collaborative data-driven decision making.

## IDAHO STANDARDS FOR ENGINEERING TEACHERS

All teacher preparation programs are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s). Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the Engineering Teacher Standards are widely recognized, but not all-encompassing or absolute, indicators that teacher preparation programs have met the standards. The evidence validating candidates' ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how candidates view the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

***Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

### Knowledge

- 1(a) The teacher understands how to design developmentally appropriate engineering activities and assignments.

### Performance

- 1(b) The teacher designs and implements developmentally appropriate engineering activities and assignments.

***Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.***

***Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.***

***Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

### Knowledge

- 4(a) The teacher understands the principles and concepts of engineering design.

- 4(b) The teacher understands the role of mathematics in engineering design and analysis.
- 4(c) The teacher understands the role of natural and physical sciences in engineering design and analysis.
- 4(d) The teacher understands the ethical issues and practices of the engineering profession.
- 4(e) The teacher understands the importance of team dynamics and project management in engineering projects.
- 4(f) The teacher understands how to embed Technology Student Association (TSA) activities through intra-curricular approaches in the engineering program of study.
- 4(g) The teacher understands the differences in engineering career pathways and opportunities.

**Performance**

- 4(h) The teacher applies the principles and concepts of engineering design in the solution of an
- 4(i) engineering design problem.
- 4(j) The teacher can demonstrate the effects engineering has on the society, the environment and
- 4(k) the global community.
- 4(l) The teacher is able to work in a learning community/project team.
- 4(m) The teacher facilitates students working in teams to solve engineering design problems.
- 4(n) The teacher facilitates student understanding of engineering career pathways and opportunities.

***Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.***

**Knowledge**

- 5(a) The teacher knows the symbols, terminology, and notations specific to engineering.
- 5(b) The teacher recognizes the importance of oral and written communication in the engineering discipline.

**Performance**

- 5(c) The teacher supports and expands student skills in speaking, writing, reading, listening, and in using other mediums, consistent with engineering practices.
- 5(d) The teacher uses the symbols, terminology, and notations specific to engineering.

***Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.***

**Knowledge**

- 6(a) The teacher knows how to select, construct, and use assessment strategies and instruments appropriate to students to measure engineering learning outcomes.

**Performance**

- 6(b) The teacher uses multiple assessment strategies to measure students' ability to apply an engineering design process to address an engineering design problem.
- 6(c) The teacher appropriately uses assessment strategies to measure students' ability to use notation, terminology, and symbols in oral and written communication.

***Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.***

***Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.***

**Knowledge**

- 8(a) The teacher understands how to incorporate design into instructional practice strategies.

**Performance**

- 8(b) The teacher uses a variety of instructional tools and resources for teaching engineering design.
- 8(c) The teacher develops learning activities that integrate content from science, technology, engineering, arts, and mathematic disciplines.

***Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.***

**Knowledge**

- 9(a) The teacher is knowledgeable about the different career opportunities for engineering.
- 9(b) The teacher is familiar with professional engineering organizations and resources available through them.

**Performance**

- 9(c) The teacher stays abreast of professional engineering literature, consults colleagues, and seeks other resources to support development as both a learner and a teacher.
- 9(d) The teacher engages in professional discourse about subject matter knowledge and pedagogy.

***Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.***

**Knowledge**

- 10(a) The teacher is aware of community issues and needs for design opportunities.

**Performance**

- 10(b) The teacher is able to adapt lessons to address community needs using the engineering design process.

**GLOSSARY OF TERMS**

**Engineering** – The profession in which knowledge of the mathematical and natural sciences gained by study, experience, and practice is applied with judgment to develop ways to utilize economically the materials and forces of nature for the benefit of mankind – Preparation would be a bachelor's degree

**Engineering Design Process** – A systematic problem-solving strategy, with criteria and constraints, used to develop many possible solutions to solve or satisfy human needs or wants and to narrow down the possible solutions to one final choice.

**Engineering Technology** – The part of the technological field that requires the application of scientific and engineering knowledge and methods combined with technical skills in support of engineering activities; it lies in the occupational spectrum between the craftsman and the engineer at the end of the spectrum closest to the engineer – Preparation would be an associate's degree or bachelor's degree in engineering technology

**Technology** – Technology comprises the entire system of people and organizations, knowledge, processes, and devices that go into creating and operating technological artifacts, as well as the artifacts themselves.

## IDAHO STANDARDS FOR ENGLISH LANGUAGE ARTS TEACHERS

All teacher candidates are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s) at the “acceptable” level or above. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the English Language Arts Teacher Standards are widely recognized, but not all-encompassing or absolute, indicators that teacher candidates have met the standards. The evidence validating candidates’ ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and clinical field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate’s disposition. Professional dispositions are how the candidate views the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

~~These standards were aligned to the 2011 InTASC Model Core Teaching Standards and the 2012 NCTE/NCATE Standards for Initial Preparation of Teachers of Secondary English Language Arts. The language was written by a committee of content experts and has been adopted verbatim.~~

***Standard 1: Learner Development - The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

### Knowledge

- 1(a) The teacher understands developmental levels in reading, writing, listening, viewing, and speaking.
- 1(b) The teacher understands how adolescents read, write, and make meaning of a wide range of texts, genres, and formats (e.g., literature, poetry, informational text, digital media, social media, multimodal).

### **Performance**

- ~~1(a)~~ 1(c) Candidates demonstrate knowledge of developmental levels in reading, writing, listening, viewing, and speaking and plan for The teacher creates developmentally appropriate learning experiences that take into account stages and diverse ways of learning in reading, writing, listening, viewing, and speaking.
- ~~1(b) Candidates demonstrate knowledge about how adolescents read and make meaning of a wide range of texts (e.g. literature, poetry, informational text, and digital media).~~
- ~~1(c) Candidates demonstrate knowledge about how adolescents compose texts in a wide range of genres and formats including digital media.~~



**Standard 2: Learning Difference - The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.**

**Performance**

~~2(a) Candidates demonstrate knowledge of theories and research needed to plan and implement instruction responsive to students' local, national and international histories, individual identities (e.g., race, ethnicity, gender expression, age, appearance, ability, spiritual belief, sexual orientation, socioeconomic status, and community environment), and languages/dialects as they affect students' opportunities to learn in ELA.~~

~~2(b)~~ 2(a) ~~Candidates~~ The teacher designs and/or implements instruction that incorporates students' linguistic and cultural backgrounds to enable skillful control over their rhetorical choices and language practices for a variety of audiences and purposes.

**Standard 3: Learning Environments - The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.**

**Knowledge**

3(a) The teacher understands how to use students' individual differences, data for literacy learning, identities, and funds of knowledge to create inclusive learning environments that help students participate actively in their own learning in English language arts (e.g., workshops, project based learning, guided writing, Socratic seminars, literature circles).

**Performance**

~~3(a) Candidates use various types of data about their students' individual differences, identities, and funds of knowledge for literacy learning to create inclusive learning environments that contextualize curriculum and instruction and help students participate actively in their own learning in ELA (e.g., workshops, project based learning, guided writing, Socratic seminars, literature circles etc.).~~

3(b) The teacher collaborates with colleagues to create literacy-rich interdisciplinary learning environments to help students participate actively in their own learning in English language arts.

**Standard 4: Content Knowledge - The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.**

**Knowledge**

4(a) The teacher is knowledgeable about texts (print and non-print, digital, classic, contemporary, and young adult) that represent a range of world literatures, historical

- traditions, genres, and the experiences of different genders, ethnicities, and social classes.
- 4(b) The teacher understands principles of language acquisition, dialect, and grammar systems (e.g., descriptive and prescriptive)
- 4(c) The teacher understands the evolution and impact of language on society.
- 4(d) The teacher understands the various writing processes in composing a range of formal and informal texts, taking into consideration the interrelationships among form, audience, context, and purpose.
- 4(e) The teacher understands the use of contemporary technologies and/or digital media to compose multimodal discourse.
- 4(f) The teacher understands how to use strategies for acquiring and applying vocabulary knowledge.

### Performance

- ~~4(a)~~4(g) ~~Candidates demonstrate knowledge and use print and non-print texts, media texts, classic texts and contemporary texts, including young adult—that represent a range of world literatures, historical traditions, genres, and the experiences of different genders, ethnicities, and social classes; they are~~ The teacher uses ~~able to use literary theories to interpret and critique a range of texts.~~
- 4(h) ~~Candidates~~ The teacher ~~demonstrates knowledge and use~~ command of ~~the conventions of standard English (e.g., grammar, usage, and mechanics)~~ language as they relate to various rhetorical situations (grammar, usage, and mechanics); they apply the concept of dialect and relevant grammar systems (e.g., descriptive and prescriptive); they facilitate principles of language acquisition; they connect the influence of English language history on ELA content and its impact of language on society.
- ~~4(b)~~4(i) The teacher models various writing processes in composing a range of formal and informal texts, taking into consideration the interrelationships among form, audience, context, and purpose.
- ~~4(c)~~4(j) ~~Candidates demonstrate knowledge and compose a range of formal and informal texts, taking into consideration the interrelationships among form, audience, context, and purpose; candidates understand that writing involves strategic and recursive processes across multiple stages (e.g., planning, drafting, revising, editing, and publishing); candidates~~ The teacher models the use of ~~contemporary technologies and/or digital media to compose multimodal discourse.~~
- 4(k) ~~Candidates demonstrate knowledge and use strategies for acquiring and applying vocabulary knowledge to~~ The teacher designs instruction using strategies for acquiring general academic and domain-content-specific vocabulary words as well as unknown terms important to comprehension (reading and listening) or expression (speaking and writing).

- ~~4(d)~~4(l) The teacher models how to gather relevant information from multiple print and digital sources, assess the credibility and accuracy of each source (e.g., bias, rhetoric, documentation practices), and quote or paraphrase the data and conclusions, while avoiding plagiarism and following standard format for citation.

**Standard 5: Application of Content - The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.**

**Knowledge**

- 5(a) The teacher understands research-based strategies that lend to students becoming independent, critical, and strategic readers, writers, speakers, and listeners.

**Performance**

- ~~5(a)~~5(b) ~~Candidates~~ The teacher designs and/or implements instruction related to the strategic use of language conventions (grammar, usage, and mechanics) in the context of students' writing for different audiences, purposes, and modalities.
- ~~5(b)~~5(c) ~~Candidates~~ The teacher designs and/or implements English language arts and literacy instruction that promotes social justice and critical engagement with complex issues related to maintaining a diverse, inclusive, equitable society.
- ~~5(c)~~5(d) ~~Candidates~~ The teacher designs and/or implements instruction related to a breadth and depth of texts, purposes, and complexities ~~(e.g., literature, digital, visual, informative, argument, narrative, poetic)~~ that connects concepts so lead to students can become ing independent, critical, and strategic readers, writers, speakers, and listeners.
- ~~5(d)~~5(e) ~~Candidates~~ The teacher designs and/or implements instruction related to speaking and listening that lead to students becoming critical and active participants in conversations and collaborations.

**Standard 6: Assessment - The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.**

**Performance**

- 6(a) The teacher uses data to differentiate instruction based on multiple kinds of assessments of learning in English language arts (e.g., students' self-assessments, formal assessments, informal assessments).
- ~~6(a)~~ ~~Candidates design a range of authentic assessments (e.g., formal and informal, formative and summative) of reading and literature that demonstrate an understanding of how learners develop and that address interpretive, critical, and evaluative abilities in reading, writing, speaking, listening, viewing, and presenting.~~

- 6(b) ~~Candidates~~ The teacher designs or knowledgeably selects appropriate reading assessments in response to student interests, reading proficiencies, and/or reading strategies.
- 6(c) ~~Candidates~~ The teacher designs or knowledgeably selects a range of assessments for students that promote ~~their~~ development as writers, are appropriate to the writing task, and are consistent with current research and theory.
- ~~6(c)~~6(d) ~~Candidates~~ The teacher responds to students' writing throughout the ~~students'~~ writing processes in ways that engage ~~students'~~ ideas and encourage their growth as writers over time.
- ~~6(d)~~6(e) ~~Candidates differentiate instruction based on multiple kinds of assessments of learning in English language arts (e.g., students' self-assessments, formal assessments, informal assessments); candidates~~ The teacher communicates with students about their performance in ways that actively involve students in their own learning.

***Standard 7: Planning for Instruction - The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.***

**Performance**

- 7(a) ~~Candidates~~ The teacher plans instruction which, when appropriate, reflects curriculum integration and incorporates interdisciplinary teaching methods and materials which includes reading, writing, speaking, listening, and language.
- 7(b) ~~Candidates~~ The teacher plans standards-based, coherent and relevant learning experiences in reading that reflect knowledge of current theory and research about the teaching and learning of reading, and that utilize individual and collaborative approaches and a variety of reading strategies.
- 7(c) ~~Candidates~~ The teacher uses ~~their~~ knowledge of theory, research, and practice ~~in English Language Arts~~ to plan standards-based, coherent, and relevant composing experiences that utilize individual and collaborative approaches and contemporary technologies and reflect an understanding of writing processes and strategies in different genres for a variety of purposes and audiences.
- 7(d) ~~Candidates~~ The teacher uses ~~their knowledge of theory, research, and practice in English language arts to plan standards-based, coherent and relevant learning experiences utilizing~~ a range of different texts—across genres, periods, forms, authors, cultures, and various forms of media—and instructional strategies that are motivating and accessible to all students, ~~including English language learners, students with special needs, students from diverse language and learning backgrounds, those designated as high achieving, and those at risk of failure.~~

**Standard 8: Instructional Strategies - The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.**

**Performance**

~~8(a) Candidates plan and implement instruction based on ELA curricular requirements and standards, school and community contexts by selecting, creating, and using a variety of instructional strategies and resources specific to effective literacy instruction, including contemporary technologies and digital media, and knowledge about students' linguistic and cultural backgrounds.~~

**Standard 9: Professional Learning and Ethical Practice - The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.**

**Performance**

9(a) ~~Candidates~~ The teacher models s literate and ethical practices in English language arts ~~LA~~ teaching, ~~and~~ engages s in a variety of experiences related to English language arts ~~LA~~, and reflects s on their own professional practices.

**Standard 10: Leadership and Collaboration - The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, ~~and~~ to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, ~~and~~ to advance the profession.**

**Performance**

~~Candidates engage in and reflect on a variety of experiences related to ELA that demonstrate understanding of and readiness for leadership, collaboration, ongoing professional development, and community engagement.~~

## IDAHO STANDARDS FOR SPECIAL EDUCATION TEACHERS

### IDAHO STANDARDS FOR EXCEPTIONAL CHILD GENERALISTS

All teacher candidates are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s) at the “acceptable” level or above. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

In addition to the standards listed here, exceptional child teachers must meet Idaho Core Teacher Standards and the Idaho Generalist Standards and may meet one of the following, if applicable: (1) Idaho Standards for Teachers of the Blind and Visually Impaired or (2) Idaho Standards for Teachers of the Deaf and Hard of Hearing.

The following knowledge and performance statements for the Generalist Teacher Standards are widely recognized, but not all-encompassing or absolute, indicators that teacher candidates have met the standards. The evidence validating candidates’ ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate’s disposition. Professional dispositions are how the candidate views the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

***Standard 1: Learner Development and Individual Learning Differences - The teacher understands how exceptionalities may interact with development and learning and use this knowledge to provide meaningful and challenging learning experiences for individuals with exceptionalities.***

#### **Knowledge**

- 1(a) The teacher understands how language, culture, and family background influence the learning of individuals with exceptionalities.
- 1(b) The teacher has an understanding of development and individual differences to respond to the needs of individuals with exceptionalities.
- 1(c) The teacher understands how exceptionalities can interact with development and learning.

#### **Performance**

- 1(d) The teacher modifies developmentally appropriate learning environments to provide relevant, meaningful, and challenging learning experiences for individuals with exceptionalities.

- 1(e) The teacher is active and resourceful in seeking to understand how primary language, culture, and family interact with the exceptionality to influence the individual's academic and social abilities, attitudes, values, interests, and career and post-secondary options.

***Standard 2: Learning Environments - The teacher creates safe, inclusive, culturally responsive learning environments so that individuals with exceptionalities become active and effective learners and develop emotional well-being, positive social interactions, and self-determination.***

**Knowledge**

- 2(a) The teacher understands applicable laws, rules, regulations, and procedural safeguards regarding behavior management planning for students with disabilities.
- 2(b) The teacher knows how to collaborate with general educators and other colleagues to create safe, inclusive, culturally responsive learning environments to engage individuals with exceptionalities in meaningful learning activities and social interactions.
- 2(c) The teacher understands motivational and instructional interventions to teach individuals with exceptionalities how to adapt to different environments.
- 2(d) The teacher knows how to intervene safely and appropriately with individuals with exceptionalities in crisis (e.g., positive behavioral supports, functional behavioral assessment and behavior plans).

**Performance**

- 2(e) The teacher develops safe, inclusive, culturally responsive learning environments for all students, and collaborates with education colleagues to include individuals with exceptionalities in general education environments and engage them in meaningful learning activities and social interactions.
- 2(f) The teacher modifies learning environments for individual needs and regards an individual's language, family, culture, and other significant contextual factors and how they interact with an individual's exceptionality. The teacher modifies learning environment, and provides for the maintenance and generalization of acquired skills across environments and subjects.
- 2(g) The teacher structures learning environments to encourage the independence, self-motivation, self-direction, personal empowerment, and self-advocacy of individuals with exceptionalities, and directly teach them to adapt to the expectations and demands of differing environments.
- 2(h) The teacher safely intervenes with individuals with exceptionalities in crisis. Special education teachers are also perceived as a resource in behavior management that include the skills and knowledge to intervene safely and effectively before or when individuals with exceptionalities experience crisis, i.e. lose rational control over their behavior.



***Standard 3: Curricular Content Knowledge - The teacher uses knowledge of general and specialized curricula to individualize learning for individuals with exceptionalities.***

**Knowledge**

- 3(a) The teacher understands the central concepts, structures of the discipline, and tools of inquiry of the content areas they teach, and can organize this knowledge, integrate cross-disciplinary skills, and develop meaningful learning progressions for individuals with exceptionalities
- 3(b) The teacher understands and uses general and specialized content knowledge for teaching across curricular content areas to individualize learning for individuals with exceptionalities.
- 3(c) The teacher knows how to modify general and specialized curricula to make them accessible to individuals with exceptionalities.

**Performance**

- 3(d) The teacher demonstrates in their planning and teaching, a solid base of understanding of the central concepts in the content areas they teach.
- 3(e) The teacher collaborates with general educators in teaching or co-teaching the content of the general curriculum to individuals with exceptionalities and designs appropriate learning, accommodations, and/or modifications.
- 3(f) The teacher uses a variety of specialized curricula (e.g., academic, strategic, social, emotional, and independence curricula) to individualize meaningful and challenging learning for individuals with exceptionalities.

***Standard 4: Assessment - The teacher uses multiple methods of assessment and data-sources in making educational decisions***

**Knowledge**

- 4(a) The teacher knows how to select and use technically sound formal and informal assessments that minimize bias.
- 4(b) The teacher has knowledge of measurement principles and practices, and understands how to interpret assessment results and guide educational decisions for individuals with exceptionalities.
- 4(c) In collaboration with colleagues and families, the teacher knows how to use multiple types of assessment information in making decisions about individuals with exceptionalities.
- 4(d) The teacher understands how to engage individuals with exceptionalities to work toward quality learning and performance and provide feedback to guide them.
- 4(e) The teacher understands assessment information to identify supports, adaptations, and modifications required for individuals with exceptionalities to access the general curriculum and to participate in school, system, and statewide assessment programs.



- 4(f) The teacher is aware of available technologies routinely used to support assessments (e.g., progress monitoring, curriculum-based assessments, etc.).
- 4(g) The teacher understands the legal policies of assessment related to special education referral, eligibility, individualized instruction, and placement for individuals with exceptionalities, including individuals from culturally and linguistically diverse backgrounds.

**Performance**

- 4(h) The teacher regularly monitors the learning progress of individuals with exceptionalities in both general and specialized content and makes instructional adjustments based on these data.
- 4(i) The teacher gathers background information regarding academic, medical, and social history.
- 4(j) The teacher conducts formal and/or informal assessments of behavior, learning, achievement, and environments to individualize the learning experiences that support the growth and development of individuals with exceptionalities.
- 4(k) The teacher integrates the results of assessments to develop a variety of individualized plans, including family service plans, transition plans, behavior change plans, etc.
- 4(l) The teacher participates as a team member in creating the assessment plan that may include ecological inventories, portfolio assessments, functional assessments, and high and low assistive technology needs to accommodate students with disabilities.

***Standard 5: Instructional Planning and Strategies – The teacher selects, adapts, and uses a repertoire of evidence-based instructional strategies and interventions to advance learning of individuals with exceptionalities.***

**Knowledge**

- 5(a) The teacher knows how to consider an individual's abilities, interests, learning environments, and cultural and linguistic factors in the selection, development, and adaptation of learning experiences for individual with exceptionalities.
- 5(b) The teacher understands technologies used to support instructional assessment, planning, and delivery for individuals with exceptionalities.
- 5(c) The teacher is familiar with augmentative and alternative communication systems and a variety of assistive technologies to support the communication and learning of individuals with exceptionalities.
- 5(d) The teacher understands strategies to enhance language development, communication skills, and social skills of individuals with exceptionalities.

- 5(e) The teacher knows how to develop and implement a variety of education and transition plans for individuals with exceptionalities across a wide range of settings and different learning experiences in collaboration with individuals, families, and teams.
- 5(f) The teacher knows how to teach to mastery and promotes generalization of learning for individuals with exceptionalities.
- 5(g) The teacher knows how to teach cross-disciplinary knowledge and skills such as critical thinking and problem solving to individuals with exceptionalities.
- 5(h) The teacher knows how to enhance 21st Century student outcomes such as critical thinking, creative problem solving, and collaboration skills for individuals with exceptionalities, and increases their self-determination.
- 5(i) The teacher understands available technologies routinely used to support and manage all phases of planning, implementing, and evaluating instruction.

**Performance**

- 5(j) The teacher plans and uses a repertoire of evidence-based instructional strategies in promoting positive learning results in general and special curricula and in modifying learning environments for individuals with exceptionalities appropriately.
- 5(k) The teacher emphasizes explicit instruction with modeling, and guided practice to assure acquisition and fluency, as well as, the development, maintenance, and generalization of knowledge and skills across environments.
- 5(l) The teacher matches their communication methods to an individual's language proficiency and cultural and linguistic differences.
- 5(m) The teacher utilizes universal design for learning, augmentative and alternative communication systems, and assistive technologies to support and enhance the language and communication of individuals with exceptionalities.
- 5(n) The teacher develops a variety of individualized transition plans, such as transitions from preschool to elementary school and from secondary settings to a variety of postsecondary work and learning contexts.
- 5(o) The teacher personalizes instructional planning within a collaborative context including the individuals with exceptionalities, families, professional colleagues, and personnel from other agencies as appropriate.

***Standard 6: Professional Learning and Ethical Practices – The teacher uses foundational knowledge of the field and the their professional Ethical Principles and Practice Standards to inform special education practice, to engage in lifelong learning, and to advance the profession.***

**Knowledge**

- 6(a) The teacher understands how foundational knowledge and current issues influence professional practice.

- 6(b) The teacher understands that diversity is a part of families, cultures, and schools, and that complex human issues can interact with the delivery of special education services.
- 6(c) The teacher understands the significance of lifelong learning and participates in professional activities and learning communities.
- 6(d) The teacher understands how to advance the profession by engaging in activities such as advocacy and mentoring.
- 6(e) The teacher knows how to create a manageable system to maintain all program and legal records for students with disabilities as required by current federal and state laws.

**Performance**

- 6(f) The teacher uses professional Ethical Principles and Professional Practice Standards to guide their practice.
- 6(g) The teacher provides guidance and direction to paraeducators, tutors, and volunteers.
- 6(h) The teacher plans and engages in activities that foster their professional growth and keep them current with evidence-based practices.
- 6(i) The teacher is sensitive to the aspects of diversity with individuals with exceptionalities and their families, and the provision of effective special education services for English learners with exceptionalities and their families.

***Standard 7: Collaboration – The teacher will collaborate with families, other educators, related service providers, individuals with exceptionalities, and personnel from community agencies in culturally responsive ways to address the needs of individuals with exceptionalities across a range of learning experiences.***

**Knowledge**

- 7(a) The teacher understands the theory and elements of effective collaboration.
- 7(b) The teacher understands how to serve as a collaborative resource to colleagues.
- 7(c) The teacher understands how to use collaboration to promote the well-being of individuals with exceptionalities across a wide range of settings and collaborators.
- 7(d) The teacher understands how to collaborate with their general education colleagues to create learning environments that meaningfully include individuals with exceptionalities, and that foster cultural understanding, safety and emotional well-being, positive social interactions, and active engagement.
- 7(e) The teacher is familiar with the common concerns of parents/guardians of students with disabilities and knows appropriate strategies to work with parents/guardians to deal with these concerns.

- 7(f) The teacher knows about services, networks, and organizations for individuals with disabilities and their families, including advocacy and career, vocational, and transition support.

**Performance**

- 7(g) The teacher collaborates with the educational team to uphold current federal and state laws pertaining to students with disabilities, including due process rights related to assessment, eligibility, and placement.
- 7(h) The teacher collaborates with related-service providers, other educators including special education paraeducators, personnel from community agencies, and others to address the needs of individuals with exceptionalities.
- 7(i) The teacher involves individuals with exceptionalities and their families collaboratively in all aspects of the education of individuals with exceptionalities.

## IDAHO STANDARDS FOR TEACHERS OF THE BLIND AND VISUALLY IMPAIRED

All teacher candidates are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s) at the “acceptable” level or above. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

In addition to the standards listed here, teachers of the blind and visually impaired must meet Idaho Core Teacher Standards.

The following knowledge and performance statements for the Standards for Teachers of the Blind and Visually Impaired are widely recognized, but not all-encompassing or absolute, indicators that teacher candidates have met the standards. The evidence validating candidates’ ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate’s disposition. Professional dispositions are how the candidate views the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

The teacher of students with visual impairments is well versed in the foundations for education of the blind and visually impaired, the physiology and functions of the visual system, and the effect of vision impairment has on the instructional program. Further, the teacher collaboratively designs instructional strategies based on the results of specialized assessments.

***Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

### **Knowledge**

- 1(a) The teacher understands the need for students to establish body awareness, communication, self- esteem, and social skills, as described in the American Foundation for the Blind Expanded Core Curriculum (Expanded Core Curriculum).
- 1(b) The teacher knows the effects of a visual impairment on the student’s family or guardians, and the reciprocal impact on the student’s self-esteem.
- 1(c) The teacher understands the variations in functional capabilities and the diverse implications that various eye diseases have on growth and development.

### **Performance**

- 1(d) The teacher provides students with a means to independently access materials readily available to the sighted world.

- 1(e) The teacher prepares students who have visual impairments, including those with additional disabilities, to respond to societal attitudes and actions with appropriate behavior and self-advocacy.
- 1(f) The teacher designs instructional experiences depending on individual student and familial stages of acceptance of the visual impairment.
- 1(g) The teacher communicates information from the optometrist/ophthalmologist report to school personnel to confirm the educational implications of the eye condition and to ensure the student's visual strengths are used.

***Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.***

**Knowledge**

- 2(a) The teacher knows the impact of visual disorders on learning, experience, and concept development.
- 2(b) The teacher knows methods for the development of special auditory, tactual, and modified visual communication skills for students with visual impairments, including those with additional disabilities (e.g., For example: assistive technology specific for the auditory and tactual learner, such as screen readers, refreshable braille display; pre-braille skills; braille reading and writing; magnification options; tactile graphics).
- 2(c) The teacher understands the terminology related to diseases and disorders of the human visual system and their impact on language, communication, cognitive, spatial concept, and psychosocial development.
- 2(d) The teacher knows how to critique and evaluate the strengths and limitations of various types of assistive technologies.
- 2(e) The teacher knows a variety of input and output enhancements to computer technologies that address the specific access needs of students with visual impairments, including those with additional disabilities, in a variety of environments.
- 2(f) The teacher knows techniques for modifying instructional methods and materials for students with visual impairments, including those with additional disabilities, and for assisting classroom teachers in implementing these modifications.

**Performance**

- 2(g) The teacher teaches, writes, and reads literary braille and Nemeth (math and science), as well as music and computer braille codes.
- 2(h) The teacher secures specialized materials and equipment and provides training, as needed.
- 2(i) The teacher integrates knowledge of the visual impairment when identifying and infusing low vision devices and strategies into the curriculum, learning environments, and instructional techniques.

- 2(j) The teacher integrates ophthalmology, optometry, low vision, and functional vision evaluation/learning media assessments information to comprehensively design strategies as part of an IEP or 504.

***Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.***

**Knowledge**

- 3(a) The teacher knows and understands factors in the learning environment (e.g., physical layout, organization, teacher behavior and expectations) that affect the learning behavior of students with visual impairments.
- 3(b) The teacher knows and understands strategies for creating a positive, productive learning environment that fosters student achievement.
- 3(c) The teacher knows and understands instructional planning and management issues (e.g., time management, caseload management, collaborative planning) related to various models and systems of service delivery (e.g., itinerant, residential, transdisciplinary teaming).

**Performance**

- 3(d) The teacher develops management strategies for meeting students' needs effectively and efficiently in the context of various service delivery models and systems.
- 3(e) The teacher organizes learning environments to facilitate students' acquisition of concepts and skills in, both, the general education and Expanded Core Curriculum.
- 3(f) The teacher applies organizational strategies that maximize students' ability to benefit from learning activities (e.g., strategies that help them orient themselves, move comfortably in the environment, interact positively with peers).

***Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

**Knowledge**

- 4(a) The teacher knows the historical foundations for the education of children with visual impairments, including a continuum of service options.
- 4(b) The teacher knows about consumer and professional organizations, journals, networks, and services relevant to the field of visual impairment, including deafblindness.

- 4(c) The teacher knows and understands federal laws and regulations related to the educational rights of all students with disabilities (e.g., The Americans with Disabilities Act, The Individuals with Disabilities Education Act, Section 504) and those that specifically address students who are blind or visually impaired (e.g., federal entitlements for the provision of specialized equipment and materials, such as the American Printing House for the Blind Quota Funds).
- 4(d) The teacher possesses an in-depth knowledge of the variances in the medical, federal, and state definitions of visual impairment, identification criteria, labeling issues, incidence and prevalence figures, and how each component interacts with eligibility determinations for service.
- 4(e) The teacher knows specialized policies and resources regarding referral and placement procedures for students with visual impairments.
- 4(f) The teacher knows the effects of medications on the visual system.

***Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.***

**Knowledge**

- 5(a) The teacher knows and understands factors that promote or hinder effective communication and collaboration with students, parents/guardians, paraprofessionals, teachers, administrators, and other school and community personnel.
- 5(b) The teacher knows and understands the collaborative roles of students, parents/guardians, classroom teachers, and other school and community personnel in planning and implementing students' IEPs, 504s and IFSPs.
- 5(c) The teacher knows and understands the roles of related service personnel (e.g., certified orientation & mobility specialists, physical therapists, school nurses, counselors, rehabilitation staff), and paraprofessionals (e.g., transcribers) in the education of students with visual impairments, including those with additional disabilities.

**Performance**

- 5(d) The teacher applies skills for communicating and collaborating effectively with teachers, paraprofessionals, and other school and community personnel to enhance learning opportunities for students with visual impairments, and ensures that students receive the services they need.
- 5(e) The teacher uses effective strategies for helping classroom teachers understand the effects of visual impairments on learning, for ensuring that teachers receive necessary support (e.g., training and the use of equipment, braille materials for lessons, interlined transcriptions of students' written work in braille), and for ensuring that students have full access to needed adaptations and resources.



- 5(f) The teacher works collaboratively with professionals, family members and other personnel to help provide child-centered intervention for infants, toddlers, preschoolers and school-age students with visual impairments.
- 5(g) The teacher serves as a resource for parents/guardians and others in the school and community in regard to students with visual impairments and how to promote their learning and address their needs.

***Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.***

**Knowledge**

- 6(a) The teacher knows the procedures used for screening, pre-referral, referral, and classifications of students with visual impairments, including vision screening methods, functional vision evaluation, and learning media assessment.
- 6(b) The teacher possesses an in-depth knowledge of procedures for adapting and administering assessments for the intervention, referral, and identification of students with a visual impairment, including those with additional disabilities.

**Performance**

- 6(c) The teacher conducts alternative as well as functional evaluations of visual, literacy, basic orientation and mobility, and educational performance.
- 6(d) The teacher uses information obtained through functional, alternative, and standardized assessments to plan, deliver, and modify instructional and environmental factors, including IEP or 504 development.

***Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.***

**Knowledge**

- 7(a) The teacher knows and understands factors in the learning environment (e.g., physical layout, organization, teacher behaviors and expectations) that affect the learning and behavior of students with visual impairments.
- 7(b) The teacher knows and understands resources available for individuals with visual impairments, including deaf blindness and those with additional disabilities (e.g., APH materials, textbooks, agencies).
- 7(c) The teacher knows and understands techniques for creating and adapting instructional materials (e.g., brailled, enlarged, outlined, highlighted) for students with visual impairments.

**Performance**

- 7(d) The teacher organizes learning environments to facilitate students' acquisition of concepts and skills in, both, the general education and Expanded Core Curriculum.
- 7(e) The teacher uses visual, tactile, auditory and other adaptations to design multisensory learning environments that promote students' full participation and independent learning in a variety of group and individual contexts.
- 7(f) The teacher works collaboratively with the educational team to implement adaptations designed to compensate for visual impairments.

***Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.***

**Knowledge**

- 8(a) The teacher possesses in-depth knowledge of methods, materials, and assistive technology for providing for the development of cognitive, auditory, tactual, and communication skills for the blind and visually impaired, including those with additional disabilities.
- 8(b) The teacher knows how to assist the student in related Expanded Core Curriculum skills, including developing visual, auditory, and tactile efficiency as well as basic orientation and mobility skills.
- 8(c) The teacher knows how to assist the student in developing alternative organizational and study skills.
- 8(d) The teacher knows methods for providing adapted physical and recreation skills for students who have visual impairments, including those with additional disabilities.
- 8(e) The teacher knows functional life skills instruction relevant to independent, community, and personal living and to employment for individuals with blindness, visual impairments, and co-occurring impairments, including methods for accessing printed public information, public transportation, community resources, and acquiring practical skills (e.g., keeping personal records, time management, banking, emergency procedures, etc.).
- 8(f) The teacher knows strategies and resources for developing transition plans and career awareness.

**Performance**

- 8(g) The teacher designs, sequences, implements, and evaluates modifications for daily living skills, to increase independence.
- 8(h) The teacher implements integrated learning experiences that are multi-sensory and encourage active participation, self-advocacy, and independence.

- 8(i) The teacher integrates knowledge of the visual impairment and co-occurring disabilities with child development when designing and implementing cognitive, communication, and social skills instruction.

***Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.***

**Knowledge**

- 9(a) The teacher knows and understands ethical responsibilities of teachers of students with visual impairments (e.g., advocating for students and their families, seeking improvements in the quality of students' educational services, pursuing ongoing professional development).
- 9(b) The teacher knows and understands the functions of agencies, consumer organizations and initiatives that promote nation-wide standards of excellence for the provision of services to students with visual impairments.
- 9(c) The teacher knows and understands the functions of professional organizations, publications and activities relevant to ongoing practice and professional development in the field of visual impairment.

**Performance**

- 9(d) The teacher applies knowledge of research-based practices and current trends and issues in the field of visual impairment to provide students with educational programming, materials, and services they need to achieve to their full potential.
- 9(e) The teacher applies knowledge of legal requirements and documentation related to issues such as referral, evaluation, eligibility criteria, due process, confidentiality and least restrictive environment.
- 9(f) The teacher applies knowledge of state requirements and professional guidelines regarding the provision of services to students with visual impairments (e.g., caseloads, funding, array of service options).

***Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.***

**Knowledge**

- 10(a) The teacher knows strategies for assisting family, guardians, professionals, and other members of the community in planning appropriate transitions for students who have visual impairments, including those with additional disabilities.

- 10(b) The teacher knows the roles of paraprofessionals who work directly with students who have visual impairments, including those with additional disabilities, (e.g., sighted readers, transcribers, aides) or who provide special materials to them.
- 10(c) The teacher knows that the attitudes, expectations, and behaviors of professionals and peers will affect the behaviors of students with visual impairments, including those with additional disabilities.
- 10(d) The teacher knows and understands The Family Education Rights and Privacy Act (FERPA).

**Performance**

- 10(e) The teacher collaborates with parents, guardians, and other members of the community integral to the student's learning and development.
- 10(f) The teacher clarifies the roles of paraprofessionals who work directly with students who have visual impairments, including those with additional disabilities, (e.g., readers, transcribers, aides) or who provide special materials to those students.
- 10(g) The teacher complies with FERPA.

***Standard 11: The teacher knows how to read and produce contracted and uncontracted Literary Braille and Nemeth Codes.***

**Knowledge**

- 11(a) The teacher knows and understands skills for reading and producing Literary Braille (uncontracted and contracted) and Nemeth Codes.
- 11(b) The teacher knows and understands the rules of the Literary Braille and Nemeth Codes, including formatting.

**Performance**

- 11(c) The teacher applies skills for reading and producing Literary Braille (uncontracted and contracted) and Nemeth Codes with a braille writer and slate and stylus.
- 11(d) The teacher applies the rules of the Literary Braille and Nemeth Codes when producing and adapting student work.
- 11(e) The teacher uses resources to obtain age-appropriate braille materials (e.g., APH materials, parent resources, braille production centers).

## IDAHO STANDARDS FOR TEACHERS OF STUDENTS WHO ARE DEAF/HARD OF HEARING

In addition to the standards listed here, teachers of the deaf and hard of hearing must meet Idaho Core Teacher Standards. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the Standards for Teachers of the deaf and hard of hearing are widely recognized, but not all-encompassing or absolute, indicators that teacher candidates have met the standards. The evidence validating candidates' ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how the candidate views the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

***Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

### Knowledge

- 1(a) The teacher understands how etiology, age of onset, age of identification, age at provision of services, and hearing status influence a student's language development and learning.
- 1(b) The teacher understands that being deaf/hard of hearing alone does not necessarily preclude normal academic development, cognitive development, or communication ability.
- 1(c) The teacher understands how learning and language development occur and the impact of instructional choices on deaf/hard of hearing students so they achieve age appropriate levels of literacy, academics, and social emotional development.

### Performance

- 1(d) The teacher identifies levels of language and literacy development and designs lessons and opportunities that are appropriate.
- 1(e) The teacher identifies levels of language and general academics and designs lessons and opportunities that are appropriate.
- 1(f) The teacher identifies levels of social/emotional development and designs lessons and opportunities that are appropriate.

***Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.***

**Knowledge**

- 2(a) The teacher understands how hearing status may influence student development in the following areas: sensory, cognitive, communication, physical, behavioral, cultural, social, and emotional.
- 2(b) The teacher knows the characteristics and impacts of hearing status, and the subsequent need for alternative modes of communication and/or instructional strategies.
- 2(c) The teacher understands the need for English language learning for students whose native language is American Sign Language (ASL).
- 2(d) The teacher understands the need for differentiated instruction for language learning for emergent language users.
- 2(e) The teacher understands that an Individualized Education Plan (IEP), including all current State and Federal guidelines for deaf/hard of hearing students should consider the following: communication needs; the student and family's preferred mode of communication; linguistic needs; hearing status and potential for using auditory access; assistive technology; academic level; and social, emotional, and cultural needs, including opportunities for peer interactions and communication.

**Performance**

- 2(f) The teacher uses information concerning hearing status (i.e., sensory, cognitive, communication, linguistic needs); potential for using auditory access; academic level; social, emotional, and cultural needs in planning and implanting differentiated instruction and peer interactions and communication.

***Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.***

**Knowledge**

- 3(a) The teacher understands the unique social and emotional needs of students who are deaf/ hard of hearing and knows strategies to facilitate the development of healthy self-esteem and identity.
- 3(b) The teacher understands that Deaf cultural factors, communication, and family influences impact classroom management of students.
- 3(c) The teacher understands the role of and the relationship among the teacher, interpreter, and student.

**Performance**

- 3(d) The teacher designs a classroom environment to maximize opportunities for students' visual and/or auditory access.
- 3(e) The teacher creates a learning environment that encourages self-advocacy and the development of a positive self-identity.
- 3(f) The teacher prepares students for the appropriate use of interpreters and support personnel.

***Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

**Knowledge**

- 4(a) The teacher understands the theories, history, cultural perspectives, philosophies, and models that provide the basis for education of the deaf/hard of hearing.
- 4(b) The teacher knows the various educational placement options and how they influence a deaf/hard of hearing student's cultural identity and linguistic, academic, social, and emotional development.
- 4(c) The teacher understands the complex facets regarding issues related to deaf/hard of hearing individuals and working with their families (e.g., cultural and medical perspectives).

**Performance**

- 4(d) The teacher uses the tools, models, and strategies appropriate to the needs of students who are deaf/hard of hearing.
- 4(e) The teacher educates others regarding the potential benefits, and constraints of the following: cochlear implants, hearing aids, other amplification usage, sign language systems, ASL, use of technologies, and communication modalities.

***Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.***

**Knowledge**

- 5(a) The teacher understands the role of the interpreter and the use and maintenance of assistive technology.
- 5(b) The teacher knows resources, materials, and techniques relevant to communication choices (e.g., total communication, cued speech, ASL, listening and spoken language (LSL), hearing aids, cochlear implants, augmentative and assistive equipment, FM systems, and closed captioning).

**Performance**

- 5(c) The teacher uses resources, materials, and techniques that promote effective instruction for students who are deaf/hard of hearing (e.g., total communication, cued speech, ASL, LSL, hearing aids, cochlear implants, augmentative and assistive technology, FM systems, and closed captioning).
- 5(d) The teacher meets and maintains the proficiency requirements of the linguistic and educational environment of the student/program. For teachers to be employed in programs where sign language is used for communication and instruction, the teacher will meet one of the following to demonstrate sign language proficiency: 1) score Intermediate Plus level or above as measured by the Sign Language Proficiency Interview (SLPI), 2) receive 3.5 or above on the Educational Interpreter Performance Assessment (EIPA), or 3) obtain the National Registry of Interpreters for the Deaf Certification (RID).
- 5(e) The teacher maintains a learning environment that facilitates the services of the interpreter, support personnel, and implementation of other accommodations.
- 5(f) The teacher provides instruction to students on the effective use of appropriate assistive technology.

***Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.***

**Knowledge**

- 6(a) The teacher knows specialized terminology used in the assessment of students who are deaf/hard of hearing.
- 6(b) The teacher knows the appropriate assessment accommodations.
- 6(c) The teacher understands the components of an adequate evaluation for eligibility, placement, and program planning decisions for students who are deaf/hard of hearing.

**Performance**

- 6(d) The teacher uses appropriate assessment tools that use the natural, native, or preferred language of the student who is deaf/hard of hearing.
- 6(e) The teacher designs and uses appropriate formative assessment tools.
- 6(f) The teacher gathers and analyzes communication samples to determine nonverbal and linguistic skills of students who are deaf/hard of hearing as part of academic assessment.
- 6(g) The teacher uses data from assessments to inform instructional decision making to develop present levels of performance (PLOP) and IEP goals.



***Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.***

**Knowledge**

- 7(a) The teacher knows Federal and State special education laws (IDEA).
- 7(b) The teacher knows how to develop a meaningful and compliant IEP.

**Performance**

- 7(c) The teacher, as an individual and a member of a team, selects and creates learning experiences that are: aligned to State curriculum standards, relevant to students, address and align to students' IEP goals, based on principles of effective instruction and performance modes.
- 7(d) The teacher implements the IEP.

***Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.***

**Knowledge**

- 8(a) The teacher knows how to enhance instruction through the use of technology, visual materials and experiential activities to increase outcomes for students who are deaf/hard of hearing.
- 8(b) The teacher knows how to develop instruction that incorporates critical thinking, problem solving, and performance skills.

**Performance**

- 8(c) The teacher evaluates methods for achieving learning goals and chooses various teaching strategies, materials, and technologies to meet instructional purposes and the unique needs of students who are deaf/hard of hearing.
- 8(d) The teacher maintains a learning environment that facilitates the services of the educational interpreter, note taker, and other support personnel, as well as other accommodations.
- 8(e) The teacher enables students who are deaf/hard of hearing to use support personnel and assistive technology.

***Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.***

**Knowledge**

- 9(a) The teacher knows The Code of Ethics for Idaho Professional Educators.

- 9(b) The teacher knows about laws affecting deaf/hard of hearing citizens and students.
- 9(c) The teacher knows a variety of self-assessment strategies for reflecting on the practice of teaching for deaf/hard of hearing students.
- 9(d) The teacher is aware of the personal biases related to the field of education of deaf/hard of hearing children that affect teaching and knows the importance of presenting issues with objectivity, fairness, and respect.
- 9(e) The teacher knows where to find and how to access professional resources on teaching deaf/hard of hearing students and subject matters, and cultural perspectives.
- 9(f) The teacher knows about professional organizations within education in general and education of deaf/hard of hearing students and understands the need for professional activity and collaboration beyond the school.
- 9(g) The teacher understands the dynamics of change and recognizes that the field of education is not static.
- 9(h) The teacher knows how to use technology to enhance productivity and professionalism.

**Performance**

- 9(i) The teacher practices behavior congruent with The Code of Ethics for Idaho Professional Educators.
- 9(j) The teacher adheres to local, state, and federal laws, including laws affecting deaf/hard of hearing citizens and students.
- 9(k) The teacher uses a variety of sources for evaluating his/her teaching (e.g., classroom observation, student achievement data, information from parents and students, and current research in the field of education of deaf/hard of hearing students).
- 9(l) The teacher uses self-reflection as a means of improving instruction.
- 9(m) The teacher participates in meaningful professional development opportunities in order to learn current, effective teaching practices.
- 9(n) The teacher stays abreast of professional literature, consults colleagues, and seeks other resources to support development as both a learner and a teacher.
- 9(o) The teacher engages in professional discourse about subject matter knowledge and pedagogy, as well as knowledge and pedagogy related to the education of deaf/hard of hearing students.
- 9(p) The teacher uses technology to enhance productivity and professionalism.

***Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.***

**Knowledge**

- 10(a) The teacher understands the roles and responsibilities of teachers and support personnel in educational practice for deaf/hard of hearing students (e.g., educational interpreters, class teachers, transliterators, tutors, note takers, and audiologist).
- 10(b) The teacher knows of available resources.
- 10(c) The teacher understands the effects of communication on the development of family relationships and knows strategies to facilitate communication within a family that includes a student who is deaf/hard of hearing students.
- 10(d) The teacher knows the continuum of services provided by individuals and agencies in the ongoing support of students who are deaf/hard of hearing.

**Performance**

- 10(e) The teacher facilitates the coordination of support personnel (e.g., interpreters and transliterators) and agencies to meet the communication needs of students who are deaf/hard of hearing.
- 10(f) The teacher accesses and shares information about available resources with family and community.

## IDAHO STANDARDS FOR TEACHERS OF GIFTED AND TALENTED ~~EDUCATION PROFESSIONALS~~ STUDENTS

All teacher candidates are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s) at the “acceptable” level or above. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the Idaho Standards for Teachers of Gifted and Talented ~~Education Professional Standards~~ Students are widely recognized, but not all-encompassing or absolute indicators that candidates have met the standards. The evidence validating candidates’ ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

The Idaho Standards for Teachers of Gifted and Talented ~~Education Professionals~~ Students incorporate the National Association for Gifted Children (NAGC) and the Council for Exceptional Children (CEC) Teacher Preparation Standards in Gifted and Talented ~~Education~~ ator Preparation Standards (20134).

An important component of the teaching profession is a candidate’s disposition. Professional dispositions are how the candidate views the teaching profession, his/her content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

~~This language was written by a committee of content experts in 2013, and has been adopted verbatim.~~

***Standard 1: Learner Development - The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

### Knowledge

- ~~1(a) Beginning gifted education professionals understand the variations in learning and development between and among individuals with exceptionalities.~~
- ~~1(b)~~ 1(a) The teacher ~~Beginning gifted education professionals~~ understands the social and emotional issues of individuals with gifts and talents (e.g., perfectionism, underachievement, risk taking, high sensitivity, and asynchronous development).
- ~~1(c)~~ 1(b) The teacher ~~Beginning gifted education professionals~~ understands the cognitive, linguistic, social, emotional, and physical theories related to ~~the highly sensitive nature of~~ individuals with gifts and talents.
- ~~1(d)~~ 1(c) The teacher ~~Beginning gifted education professionals~~ understands the moral and ethical challenges ~~of~~ faced by individuals with gifts and talents.

~~1(e)~~1(d) The teacher~~Beginning gifted education professionals~~ understands<sub>s</sub> the need for appropriate social and emotional counseling of individuals with gifts and talents.

1(e) The teacher~~Beginning gifted education professionals~~ understands<sub>s</sub> the common misconceptions, myths and stereotypes about individuals with gifts and talents.

1(f) The teacher understands the characteristics and needs of twice-exceptional students.

**Performance**

1(g) The teacher~~Beginning gifted education professionals~~ demonstrates<sub>s</sub> ~~their~~ knowledge of variations in learning and development between and among individuals with gifts and talents by creating meaningful and challenging learning experiences.

1(h) The teacher~~Beginning gifted education professionals~~ identifies<sub>s</sub>, evaluates<sub>s</sub>, develops<sub>s</sub>, and implements<sub>s</sub> strategies and resources to address the social and emotional needs of individuals with gifts and talents.

1(i) The teacher~~Beginning gifted education professionals~~ engages<sub>s</sub> students in learning opportunities that develop moral and ethical dispositions.

1(j) The teacher~~Beginning gifted education professionals~~ advocates<sub>s</sub> for individuals with gifts and talents and twice-exceptionalities by debunking common misconceptions, myths, and stereotypes associated with giftedness.

**SUPPORTING EXPLANATION FOR STANDARD 1:**

~~From its roots, gifted educators have placed the learning needs of the individual at the center of gifted education instruction. Gifted educators have altered instructional variables to optimize learning for individuals with gifts and talents. Development of expertise begins with a thorough understanding of and respect for similarities and differences in all areas of human growth and development. Like all educators, beginning gifted educators first respect individuals with gifts and talents within the context of human development and Individual learning differences. Not only do beginning gifted educators understand advanced developmental milestones of individuals with gifts and talents from early childhood through adolescence, but they also understand how exceptionalities can interact with development and learning, and modify developmentally appropriate learning environments to provide relevant, meaningful, and challenging learning experiences for individuals with gifts and talents.~~

***Standard 2: Learning Differences - The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.***

**Knowledge**

2(a) ~~Beginning gifted education professionals~~The teacher understands<sub>s</sub> how language, culture, economic status, family background, age, gender, learning disabilities, and other disabilities can influence the learning of individuals with gifts and talents.

**Performance**

- 2(b) ~~Beginning gifted education professionals~~The teacher identifies and provides appropriate differentiated curriculum that targets individual students' needs with respect to an individual's high performing capabilities in intellectual, creative, specific academic, or leadership areas, or ability in the performing or visual arts.
- 2(c) ~~Beginning gifted education professionals~~The teacher uses understanding of development and individual differences to respond to the needs of individuals with gifts and talents.

~~SUPPORTING EXPLANATION FOR STANDARD 2:~~

~~Beginning gifted educators understand the variation in characteristics between and among individuals with and without gifts and talents. They know exceptionalities can interact with multiple domains of human development to influence an individual's learning in school, community, and throughout life. Moreover, they understand that the beliefs, traditions, and values across and within cultures can influence relationships among and between students, their families, and the school community. Furthermore, these experiences of individuals with exceptionalities can influence the individual's ability to learn, interact socially, and live as fulfilled contributing members of the community.~~

~~Beginning gifted educators are active and resourceful in seeking to understand how primary language, culture, family, and learning disabilities interact with the individual's gifts and talents to influence academic and social abilities, attitudes, values, interests, and career and post-secondary options.~~

~~These learning differences and their interactions provide the foundation upon which beginning gifted educators differentiate instruction, create adaptations and instructional support in order to provide developmentally meaningful and challenging learning for individuals with exceptionalities.~~

***Standard 3: Learning Environments - The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.***

**Knowledge**

- 3(a) ~~Beginning gifted education professionals~~The teacher understands the ~~elements of safe, inclusive, and culturally responsive learning environments~~ als needs specific to so ~~that~~ individuals with gifts and talents, especially concerning the ~~become active and effective learners and develop~~ ment of emotional well-being, positive social interactions, independence, and self-advocacy.

**Performance**

- 3(b) ~~Beginning gifted education professionals~~The teacher collaborates with general educators and other colleagues to create safe, inclusive, culturally responsive learning environments that engage individuals with gifts and talents in meaningful learning activities and social interactions. ~~They take into account individual abilities and needs and develop emotional well-being, positive social interactions, independence, and self-advocacy.~~

3(c) ~~Beginning gifted education professionals~~The teacher uses communication as well as ~~and~~ motivational and instructional ~~interventions~~strategies to facilitate understanding of subject matter and to teach individuals with gifts and talents how to adapt to different environments and develop leadership skills.

~~3(d) Beginning gifted education professionals match their communication methods to an individual's language proficiency and cultural and linguistic differences.~~

~~SUPPORTING EXPLANATION FOR STANDARD 3:~~

~~Like all educators, beginning gifted educators develop safe, inclusive, culturally responsive learning environments for all students. They also collaborate with colleagues in general education and other specialized environments that develop students' gifts and talents, engaging them in meaningful learning activities that enhance independence, interdependence, and positive peer relationships.~~

~~Beginning gifted educators modify learning environments for individual needs. Knowledge regarding an individual's language, family, culture, and other significant contextual factors and how they interact with an individual's gifts and talents guides the beginning gifted educator in modifying learning environments and providing for the maintenance and generalization of acquired skills across environments and subjects. They match their communication methods to an individual's language proficiency and cultural and linguistic differences, avoiding discrimination and stereotyping.~~

~~Beginning gifted educators structure environments to encourage self-awareness, self-efficacy, self-direction, personal empowerment, leadership, and self-advocacy of individuals with gifts and talents and directly teach them to adapt to the expectations and demands of differing environments.~~

***Standard 4: Content Knowledge - The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

**Knowledge**

~~4(a) Beginning gifted education professionals understand the central concepts and structures of the disciplines and tools of inquiry related to the various academic content areas they teach or support.~~

**Performance**

~~4(b)~~4(a) ~~Beginning gifted education professionals~~The teacher organizes content knowledge, integrates cross-disciplinary skills, and develops meaningful learning progressions within and across grade levels ~~to help individuals with gifts and talents in academic subject matter and specialized content domains.~~

~~SUPPORTING EXPLANATION FOR STANDARDS 4 & 5:~~

~~The professional knowledge base in general education has made clear that the educators' understanding of the central concepts and structures of the discipline and tools of inquiry related~~



~~to the academic subject matter content areas they teach makes a significant difference in student learning. There is good reason to generalize this conclusion to gifted educators.~~

~~Within the general curricula, beginning gifted educators demonstrate in their planning and teaching, a solid base of understanding of the theories, central concepts and principles, structures of the discipline, and tools of inquiry of the academic subject matter content areas they teach so they are able to organize knowledge, integrate cross disciplinary skills, develop meaningful learning progressions and collaborate with educators in:~~

~~Using assessments to select, adapt, and create materials to differentiate instructional strategies and general and specialized curricula to challenge individuals with gifts and talents.~~

~~Teaching the content of the general or specialized curriculum to individuals with gifts and talents across a wide range of advanced performance levels.~~

~~Designing appropriate learning and performance modifications for individuals with gifts and talents in academic subject matter and specialized content domains that incorporate advanced, conceptually challenging, in-depth, distinctive, and complex content.~~

~~Additionally, beginning gifted educators use a variety of specialized curricula to individualize meaningful and challenging learning for individuals with exceptionalities.~~

***Standard 5: Application of Content - The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.***

#### **Knowledge**

- 5(a) ~~Beginning gifted education professionals~~The teacher understands ~~general and specialized~~ curriculum models used to create advanced, conceptually challenging, in-depth, distinctive, and complex learning experiences across a wide range of advanced knowledge and performance levels.
- 5(b) The teacher~~Beginning gifted education professionals~~ understands ~~the responsibility of School Districts outlined in Idaho Code 33-2003, as well as the definition of Gifted/Talented Children defined in Idaho Code 33-2001-04 with respect to high performing capabilities in intellectual, creative, specific academic,~~or leadership, and areas, or ability in the performing or visual arts areas.

#### **Performance**

- 5(c) The teacher~~Beginning gifted education professionals~~ implements ~~general and specialized~~ curriculum to create advanced, conceptually challenging, in-depth, distinctive, and complex learning experiences across a wide range of advanced knowledge and performance levels.
- 5(d) The teacher~~Beginning gifted education professionals~~ implements ~~the components of Idaho Codes 33-2001-04 and 33-2003 with respect to individuals with high performing capabilities in intellectual, creative, specific academic,~~or leadership, areas, or ability in the and performing or visual arts areas.



*Standard 6: Assessment - The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.*

**Knowledge**

- 6(a) ~~Beginning gifted education professionals~~The teacher understands ~~the appropriate use and limitations of various types of assessments~~used in identifying students for gifted education programs and services in intellectual and talent areas according to Idaho Code §33-2001 (4).
- ~~6(b) Beginning gifted education professionals understand how to select and use technically sound formal and informal assessments that minimize bias.~~

**Performance**

- ~~6(c) Beginning gifted education professionals use pre-assessment and formative/summative assessments. They select, adapt, and create materials to differentiate strategies and create curricula that challenges and ensures growth of individuals with gifts and talents~~
- ~~6(d) Beginning gifted education professionals conduct and analyze formal and informal assessments of learning and achievement related to gifted and talented referral/nomination, identification, program planning, and other services for individuals with gifts and talents~~
- ~~6(e) Beginning gifted education professionals use assessment data to foster and document sustained growth over time of individuals with gifts and talents~~
- ~~6(f) Beginning gifted education professionals use various types of assessment data to collaborate with families and colleagues to assure appropriate, non-biased, and meaningful assessment to develop long- and short-range goals and objectives~~
- 6(b) Beginning gifted education professionalsThe teacher engages individuals with gifts and talents in assessing the quality of their own learning and performance and in providing feedback to guide them in setting future goals and objectives.
- 6(c) The teacher collaborates with colleagues and families in using multiple types of assessment information to make identification and learning progress decisions and to minimize bias in assessment and decision-making.
- 6(d) The teacher uses knowledge of measurement principles and practices to differentiate assessments and interpret results to guide educational decisions for individuals with gifts and talents.
- 6(e) The teacher selects and administer assessments used to identify students for gifted education programs and services.
- 6(f) The teacher uses assessment results to develop long- and short-range goals and objectives that take into consideration an individual's abilities and needs, the learning environment, and other factors related to diversity.

- 6(g) The teacher is able to recognize underrepresented populations in gifted education programs and choose assessments and interpret results in ways that minimize bias.

~~SUPPORTING EXPLANATION FOR STANDARD 6:~~

~~Like all educators, beginning gifted educators understand measurement theory and practice for addressing issues of validity, reliability, norms, bias, and interpretation of assessment results. Beginning gifted educators understand the policies and ethical principles of measurement and assessment related to gifted education referral/nomination, identification, planning, differentiated instruction, learning progress, and services for individuals with gifts and talents, including individuals from culturally and linguistically diverse backgrounds.~~

~~Beginning gifted educators understand the appropriate use and limitations of various types of assessments and collaborate with families and other colleagues to assure nonbiased, meaningful assessments and decision-making.~~

~~Beginning gifted educators select and use assessment information to support a wide variety of decisions within gifted education. They conduct formal and informal assessments of behavior, learning, achievement, and environments to differentiate the learning experiences and document the growth and development of individuals with gifts and talents. Moreover, they differentiate assessments to identify above level performances and to accelerate and enrich the general curriculum. Beginning gifted educators use available technologies routinely to support their assessments and employ alternative assessments such as performance-based assessment, portfolios, and computer simulations.~~

~~Using these data, beginning gifted educators make multiple types of assessment decisions including strategic adaptations and modifications in response to an individuals' constellation of social, linguistic, and learning factors in ways to minimize bias. They also use the results of assessments to develop long-range instructional plans anchored in both general and specialized curricula, and they translate these plans into carefully selected shorter-range goals and objectives to differentiate instruction. Moreover, beginning gifted educators engage individuals with gifts and talents in assessing the quality of their own learning and performance and in providing feedback to guide them in setting future goals and objectives.~~

~~Like their general education colleagues, beginning gifted educators regularly monitor the learning progress of individuals with gifts and talents in both general and specialized content and make instructional adjustments based on these data.~~

***Standard 7: Planning for Instruction - The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross- disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.***

**Knowledge**

- 7(a) ~~Beginning gifted education professionals~~The teacher understands the rationale, history, philosophies, theories, definitions, and models of gifted and talented education.

- 7(b) ~~Beginning gifted education professionals~~The teacher understands a variety ~~know principles of evidence-based practice and possess a repertoire of instructional strategies~~ as supported by research for gifted and talented individuals used to enhance critical and creative thinking, problem-solving, and performance ~~skills of individuals with gifts and talents.~~
- 7(c) ~~Beginning gifted education professionals~~The teacher understands s curriculum design that includes adaptations to content, process, product, and /or learning environments s to differentiate instruction to meet the needs of individuals with gifts and talents.
- 7(d) ~~Beginning gifted education professionals~~The teacher understands s how to develop curriculum in the five mandated areas: intellectual, creative, specific academic, leadership, and visual/performing arts.

### Performance

- 7(e) The teacher uses curriculum design that includes adaptations to content, process, product, and/or learning environments to address the needs of individuals with gifts and talents.
- ~~7(e)~~7(f) ~~Beginning gifted education professionals~~The teacher selects s and utilizes s a ~~repertoire~~ variety of ~~evidence-based~~ curriculum and instructional strategies, as supported by research, to advance the learning of individuals with gifts and talents.
- ~~7(f)~~ ~~Beginning gifted education professionals use technologies to support assessment, planning, and delivery of instruction for individuals with gifts and talents.~~
- 7(g) ~~Beginning gifted education professionals~~The teacher collaborates s with families and professional colleagues in selecting, adapting, and using ~~evidence~~ research-based strategies to promote challenging learning opportunities ~~in general and specialized curricula.~~

### ~~SUPPORTING EXPLANATION FOR STANDARD 7:~~

~~In the selection, development, and adaptation of learning experiences for individuals with gifts and talents, beginning gifted educators consider an individual's abilities, interests, learning environments and cultural and linguistic factors to promote positive learning results in general and special curricula. Understanding these factors and curriculum models, as well as the implications of being gifted and talented, guides the educator's development of scope and sequence plans; selection, adaptation and creation of learning activities; and use of differentiated evidence-based instructional strategies.~~

~~Moreover, beginning gifted educators facilitate these actions in a collaborative context that includes individuals with gifts and talents, families, professional colleagues, and personnel from other agencies as appropriate. They are familiar with alternative and augmentative communication systems and are comfortable using technologies to support language and communication, instructional planning and individualized instruction for individuals with exceptionalities.~~

**Standard 8: Instructional Strategies - The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.**

**Knowledge**

- 8(a) ~~Beginning gifted education professionals~~The teacher understands a variety of differentiated instructional strategies to advance individuals with gifts and talents.

**Performance**

- 8(b) ~~Beginning gifted education professionals~~The teacher uses and adapt a repertoire of ~~evidence~~research-based curriculum and instructional strategies to advance the learning and affective development of individuals with gifts and talents.
- ~~8(c) Beginning gifted education professionals use technologies to support instruction for individuals with gifts and talents~~
- ~~8(d)~~8(c) ~~Beginning gifted education professionals emphasize~~The teacher engages students in the development, practice, and transfer of meaningful experiences. ~~advanced knowledge and skills leading individuals with gifts and talents to become creative and productive citizens.~~
- ~~8(e) Beginning gifted education professionals use curriculum design that includes content, process, product, and learning environment to address the needs of individuals with gifts and talents.~~
- ~~8(f)~~8(d) ~~Beginning gifted education professionals develop and~~The teacher delivers curriculum in five mandated areas: intellectual, creative, specific academic, leadership, and visual/performing arts.

~~SUPPORTING EXPLANATION FOR STANDARD 8:~~

~~Beginning gifted educators possess a repertoire of evidence-based strategies to differentiate and accelerate the curriculum for individuals with gifts and talents. They select, adapt, and use these strategies to promote challenging learning opportunities in general and special curricula and to modify learning environments to enhance self-awareness and self-efficacy for individuals with gifts and talents. They enhance 21st Century student outcomes such as critical and creative thinking, problem solving, collaboration, and performance skills in specific domains and allow individuals with gifts and talents opportunities to explore, develop or research their areas of interest or talent. Beginning gifted educators also emphasize the development, practice, and transfer of advanced knowledge and skills across environments throughout the lifespan leading to creative, productive careers in society for individuals with gifts and talents.~~

**Standard 9: Professional Learning and Ethical Practice - The teacher engages in ongoing professional learning and uses evidence to evaluate continually his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.**

**Knowledge**

- 9(a) ~~Beginning gifted education professionals~~The teacher understands how foundational knowledge, perspectives, and current issues influence professional practice and the education and treatment of individuals with gifts and talents, both in school and society.
- 9(b) ~~Beginning gifted education professionals are aware of their own professional development needs and understand the significance of lifelong learning~~The teacher understands that diversity is a part of families, cultures, and schools, and that complex human issues can interact with identification of individuals with gifts and talents and the delivery of gifted services.

**Performance**

- 9(c) ~~Beginning gifted education professionals~~The teacher uses foundational knowledge of the field and their professional ethical principles and program standards to inform gifted education practice, to engage in lifelong learning, and to advance the profession.
- ~~9(d) Beginning gifted education professionals model respect for diversity, understanding that diversity is a part of families, cultures, and schools, and that complex human issues can interact with identification of individuals with gifts and talents and the delivery of gifted services.~~
- ~~9(e) Beginning gifted education professionals advance the gifted education profession through participation in professional activities, learning communities, advocacy, and mentoring.~~

**SUPPORTING EXPLANATION FOR STANDARD 9:**

~~Beginning gifted educators practice in multiple roles and complex situations across wide age and developmental ranges requiring ongoing attention to legal matters and serious consideration of professional and ethical issues. Ethical principles and Program Standards guide beginning gifted educators. These principles and standards provide benchmarks by which gifted educators practice and evaluate one another professionally.~~

~~Beginning gifted educators understand gifted education as an evolving and changing discipline based on philosophies, evidence-based principles and theories, policies, and historical points of view that continue to influence the field of gifted education and the education of and services for individuals with gifts and talents and their families in both school and society. Beginning gifted educators understand how these factors influence professional practice including assessment, instructional planning, services, and program evaluation.~~

~~Beginning gifted educators are sensitive to the aspects of diversity relating to individuals with gifts and talents and their families, how human diversity can influence families, cultures, and schools, and how these complex issues can each interact with the delivery of gifted education services. Of special significance is the growth in the number and prevalence of English Language Learners (ELL) and the provision of effective gifted education services for ELL with exceptionalities and their families.~~

~~Beginning gifted educators also understand the relationships of the organization of gifted education services to the organization of schools, school systems, and education-related agencies within the country and cultures in which they practice. They are aware of how their own and others' attitudes, behaviors, and ways of communicating can influence their practice, and use this knowledge as a foundation to inform their own personal understandings and philosophies of special education.~~

~~Beginning gifted educators engage in professional activities and participate actively in professional learning communities that benefit individuals with gifts and talents, their families, colleagues, and their own professional growth. They view themselves as lifelong learners and regularly reflect on and adjust their practice, and develop and use personalized professional development plans. They plan and engage in activities that foster their professional growth and keep them current with evidence-based practices and know how to recognize their own skill limits and practice within them.~~

~~Moreover, educators of the gifted embrace their special role as advocate for individuals with gifts and talents. They promote and advocate for the learning and wellbeing of individuals with gifts and talents across settings and diverse learning experiences.~~

***Standard 10: Leadership and Collaboration - The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.***

#### **Knowledge**

~~10(a) Beginning gifted education professionals understand the theory and elements of effective collaboration.~~

10(a) The teacher understands the array of program options and services available for individuals with gifts and talents.

10(b) The teacher understands effective implementation of gifted and talented programs.

~~10(b) Beginning gifted education professionals~~The teacher understands the State of Idaho components of a district plan for individuals with gifts and talents, as described in IDAPA 08.02.03.171.03~~including philosophy, definitions, goals, program options, identification procedures, and evaluation; how to develop a district plan; and the array of program options and services available for individuals with gifts and talents.~~

~~10(c) Beginning gifted education professionals understand effective implementation and evaluation of gifted and talented programs.~~

#### **Performance**

~~10(d) Beginning gifted education professionals~~The teacher collaborates with families, other educators and related service providers, individuals with gifts and talents, and personnel from community agencies in culturally responsive ways to address the needs of individuals with gifts and talents across a range of learning experiences.

- 10(e) ~~Beginning gifted education professionals~~The teacher serves as a collaborative resource to colleagues regarding gifted and talented education.
- 10(f) ~~Beginning gifted education professionals~~The teacher educates parents, other family members, and colleagues about the social and emotional needs and development of gifted and talented students.
- 10(g) ~~Beginning gifted education professionals~~The teacher uses collaboration to promote the well-being of individuals with gifts and talents across a wide range of settings and ~~collaborators~~experiences.
- ~~10(h) Beginning gifted education professionals use a variety of technologies and techniques to facilitate learning and communication.~~
- 10(i)~~10(h) Beginning gifted education professionals~~The teacher educates colleagues, parents/guardians, and others about the common misconceptions, myths, stereotypes, and controversial issues related to gifted and talented education.
- 10(j)~~10(i) Beginning gifted education professionals identify and~~and the teacher collaborates to implement ~~extension and acceleration~~program options and provide services for individuals with gifts and talents.
- ~~10(k) Beginning gifted education professionals match student needs with appropriate program options and services.~~

#### ~~SUPPORTING EXPLANATION FOR STANDARD 10:~~

~~One of the significant changes in education over the past several decades is the rapid growth of collaborative educational teams to address the educational needs of students. The diversity of the students, complexity of curricular demands, growing influence of technology, and the rising targets for learning outcomes in the 21st century has created the demand for teams of educators collaborating together to ensure all students are effectively learning challenging curricula.~~

~~Beginning gifted educators embrace their role as a resource to colleagues and use the theory and elements of collaboration across a wide range of contexts and collaborators.~~

~~They collaborate with their general education and other special education colleagues to create learning environments that meaningfully include individuals with gifts and talents, and that foster cultural understanding, safety and emotional wellbeing, positive social interactions, and active engagement. Additionally, beginning gifted educators use collaboration to facilitate differentiated assessment and instructional planning to advance learning of individuals with gifts and talents across a wide range of settings and different learning experiences. They routinely collaborate with other educators in developing mentorships, internships, and vocational programming experiences to address the needs of individuals with gifts and talents.~~

~~Gifted educators have long recognized the positive significance of the active involvement of individuals with gifts and talents and their families in the education process, and gifted educators involve individuals with gifts and talents and their families collaboratively in all aspects of the education of individuals with gifts and talents.~~

#### GLOSSARY OF TERMS



~~**General Curricula** — As used “general curricula,” means the academic content of the general curricula including math, reading, English/language arts, science, social studies, and the arts.~~

~~**Specialized Curricula** — As used “specialized curricula,” means the content of specialized interventions or sets of interventions including but not limited to academic, strategic, communicative, social, emotional, and independent research curricula.~~

~~**Special Education Services** — Special education services are personalized, i.e. individualized, services that appropriately credentialed gifted educators provide directly or indirectly to individuals with exceptionalities.~~

**Individuals with Exceptionalities** – Individuals with exceptionalities include individuals with sensory, physical, emotional, social, cognitive differences, developmentally delays, exceptional gifts and talents; and individuals who are or have been abused or neglected; whose needs differ so as to require personalized special education services in addition to or in tandem with educational services available through general education programs and other human service delivery systems.

~~**Instructional Strategies** — Instructional strategies as used throughout this document include interventions used in academic and specialized curricula.~~

Twice-Exceptional – Students who are twice-exceptional are identified as gifted and talented and are also identified with one or more disability or condition.



## IDAHO STANDARDS FOR HEALTH TEACHERS

All teacher preparation programs are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s). Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the Health Teacher Standards are widely recognized, but not all-encompassing or absolute, indicators that teacher preparation programs have met the standards. The evidence validating candidates' ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how candidates view the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

***Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

***Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.***

***Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.***

### Knowledge

- 3(a) The teacher understands developmentally appropriate practices that engage students in health-enhancing behaviors.
- 3(b) The teacher knows strategies to help students develop the essential skills necessary to adopt, practice, and maintain health-enhancing behaviors (National Health Education Standards, 2nd Edition-American Cancer Society)..

### Performance

- 3(c) The teacher encourages students to incorporate positive health-enhancing behaviors inside and outside the school setting.
- 3(d) The teacher helps students learn and use personal and social behaviors that promote positive relationships (e.g., avoiding abusive relationships, using refusal skills, setting life goals, and making healthy decisions).

***Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

**Knowledge**

- 4(a) The teacher understands Elementary and Secondary methods for teaching health literacy to include the following content areas of health:; Alcohol, Tobacco, & Other Drugs; Nutrition & Physical Activity; Injury Prevention & Safety; Mental, Emotional & Social Health; Prevention & Control of Disease; Consumer & Community Health; Growth, Development & Family Life; and Environmental Health.
- 4(b) The teacher understands the following health risk behaviors: Tobacco, Alcohol, and Other Drug use; Sexually Transmitted Diseases (STDs), including sexual behaviors resulting in human immunodeficiency virus (HIV), and unplanned pregnancies; Poor Dietary Behaviors; Lack of or Excessive Physical Activity; and Behaviors resulting in Intentional Injury.
- 4(c) The teacher understands the relationship between health education content areas and youth risk behaviors.
- 4(d) The teacher understands how to implement Idaho Content Standards for Literacy in Technical Subjects (Health) for grades 6-12.
- 4(e) The teacher understands Elementary and Secondary methods for teaching Health Skills to include: Analyzing Influences; Accessing Information; Interpersonal Communication; Decision Making; Goal Setting; Practicing Health Behaviors; and Advocacy.

**Performance**

- 4(f) The teacher instructs students about increasing health-enhancing behaviors, resulting in the reduction of health-risk behaviors.

***Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.***

**Knowledge**

- 5(a) The teacher recognizes that student jargon and slang associated with high-risk behaviors is ever changing.

**Performance**

- 5(b) The teacher identifies and defines student jargon/slang associated with high-risk behaviors and translates this jargon/slang into terminology appropriate to the educational setting.
- 5(c) The teacher facilitates responsible decision making, goal setting, and alternatives to high-risk behaviors that enhance health.

- 5(d) The teacher creates a respectful and safe learning environment that is sensitive to controversial health issues.

***Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.***

***Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.***

**Knowledge**

- 7(a) The teacher understands how positive evidence based community health values and practices play a role in the planning process.
- 7(b) The teacher understands how to access valid, appropriate health information and health-promoting products and services, as it relates to the planning process.
- 7(c) The teacher understands the influence of culture, media, technology, and other factors on health, as it relates to the planning process.
- 7(d) The teacher knows when and how to access valid health resources and collaborate with others to support student learning (e.g., special educators, related service providers, language learner specialists, librarians, media specialists, community organizations).

**Performance**

- 7(e) The teacher modifies instruction to reflect current health-related research and local health policies.
- 7(f) The teacher accesses valid, appropriate health information and health-promoting products and services.
- 7(g) The teacher analyzes the influence of culture, media, technology, and other factors on health and imbeds them in the planning process.

***Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.***

***Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.***

**Knowledge**

- 9(a) The teacher knows the laws and codes specific to health education and health services to minors.

**Performance**

- 9(b) The teacher uses appropriate interventions following the identification, disclosure, or suspicion of student involvement in a high-risk behavior.

***Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.***

**Knowledge**

- 10(a) The teacher understands methods of advocating for personal, family, and community health (e.g., letters to editor, community service projects, health fairs, health races/walks).

**Performance**

- 10(b) The teacher advocates for a positive school culture toward health and health education.

## IDAHO STANDARDS FOR LITERACY TEACHERS

All teacher candidates are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s) at the “acceptable” level or above. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the Literacy Teacher Standards are widely recognized, but not all-encompassing or absolute, indicators that teacher candidates have met the standards. The evidence validating candidates’ ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

~~An important component of the teaching profession is a candidate’s disposition. Professional dispositions are how the candidate views the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.~~

\*For the purposes of these standards, the term “literacy” includes reading, writing, listening, speaking, viewing, and language as aligned to the Idaho Content Standards across all content areas.

~~This language was written by a committee of content experts and has been adopted verbatim.~~

***Standard 1: Learner Development - The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

~~\*For the purposes of these standards, the term “literacy” includes reading, writing, listening, speaking, viewing, and language as aligned to the Idaho Content Standards.~~

### Knowledge

1(a) The teacher understands developmental progressions of K-12 literacy skills, including emerging literacy.

1(b) The teacher understands how learners apply literacy skills to make meaning of a wide range of texts, genres, and formats (e.g., informational text, digital media, social media, multimodal, literature).

### **Performance**

~~1(a)1(c) Demonstrate knowledge of developmental progressions for reading and writing and how these interface with assessment and instruction to meet diverse needs of students~~  
The teacher creates learning experiences that take into account developmental stages and diverse methods for acquiring literacy.

**Standard 2: Learning Differences - The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.**

~~\*For the purposes of these standards, the term “literacy” includes reading, writing, listening, speaking, viewing, and language as aligned to the Idaho Content Standards.~~

**Knowledge**

- 2(a) The teacher understands there are multiple levels of literacy intervention and recognizes the advantages of beginning with the least intrusive for the student.
- 2(b) The teacher understands the theories and research needed to develop inclusive literacy learning environments that are responsive to students’ local, national and international histories, individual and group identities, exceptional needs, and languages and dialects that affect student learning.
- 2(c) The teacher understands foundational theories of literacy and language acquisition as they relate to diverse learners, equity, and culturally responsive instruction.
- 2(d) The teacher understands the ways in which diversity influences the literacy development of all students.

**Performance**

- ~~2(a) Model fair mindedness, empathy, and ethical behavior when teaching students and working with other professionals.~~
- ~~2(b) Demonstrate an understanding of the ways in which diversity influences the reading and writing development of students, especially those who struggle to acquire literacy skills and strategies.~~
- ~~2(c)~~2(e) The teacher provides students with linguistic, academic, and cultural literacy experiences that link their communities with the school.
- 2(f) The teacher Adapts instructional materials and approaches to meet the language-proficiency needs of English learners, students with exceptional needs, and students who struggle to acquire literacy skills and strategies.
- ~~2(d)~~2(g) The teacher systematically develops and implements multiple levels of literacy intervention, beginning with the least intrusive for the student.

**Standard 3: Learning Environments - The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.**

~~\*For the purposes of these standards, the term “literacy” includes reading, writing, listening, speaking, viewing, and language as aligned to the Idaho Content Standards.~~

**Knowledge**

- 3(a) The teacher understands the role of routines in creating and maintaining positive learning environments using traditional print, digital, and online resources.

- 3(b) The teacher understands how to create inclusive learning environments that contextualize curriculum and instruction and help students participate actively in their own learning.

**Performance**

- ~~3(a)~~3(c) The teacher Arranges instructional areas to provide easy access to books and other instructional materials for a variety of individual, small-group, and whole-class activities ~~and support teachers in doing the same.~~
- ~~3(b) Modify the arrangements to accommodate students' changing needs.~~
- ~~3(c) Create supportive social environments for all students, especially those who struggle to acquire literacy skills and strategies.~~
- 3(d) The teacher Creates supportive environments where English learners are encouraged and given many opportunities to use English.
- ~~3(e) Understand the role of routines in creating and maintaining positive learning environments for reading and writing instruction using traditional print, digital, and online resources.~~
- ~~3(f) Create effective routines for all students, especially those who struggle to acquire literacy skills and strategies.~~
- 3(e) The teacher collaborates with colleagues to create an inclusive, literacy-rich environment to help students participate actively in their own literacy learning.
- 3(f) The teacher creates an inclusive literacy-learning environment that contextualizes curriculum instruction across content areas and helps students participate actively in their own learning.
- 3(g) The teacher facilitates effective student collaboration that provides authentic opportunities for the use of social, academic, and domain specific language.

***Standard 4: Content Knowledge - The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

~~\*For the purposes of these standards, the term "literacy" includes reading, writing, listening, speaking, viewing, and language as aligned to the Idaho Content Standards.~~

**Knowledge**

- 4(a) The teacher understands theoretical, historical, and evidence-based components of reading (i.e., emerging literacy skills, concepts of print, phonological awareness, phonics, word recognition, fluency, vocabulary development, word analysis, and comprehension for a variety of forms and genres) and their development throughout the grades.
- 4(b) The teacher understands theoretical, historical, and evidence-based components of writing (i.e., writing process in a variety of forms, genres, and purposes;

- developmental spelling; sentence construction; conventions; characteristics of effective composing; keyboarding, word processing, and handwriting) and writing as a developmental process throughout the grades.
- 4(c) The teacher understands theoretical, historical, and evidence-based components of communication (i.e., development of oral language, verbal and non-verbal communication skills, structure of language, conventions of academic English, vocabulary acquisition and use, speaking, listening, and viewing) and their development throughout the grades.
- 4(d) The teacher understands the key concepts of literacy components and their interconnections as delineated in the Idaho Content Standards to include, but may not be limited to; Reading (Reading for Literature, Reading for Informational Text, and Reading Foundational Skills) based on grade level appropriateness and the developmental needs of student(s) being addressed, Writing, Speaking and Listening, and Language.

#### Performance

- ~~4(a)~~4(e) The teacher ~~interprets major theories of reading and writing~~literacy processes and development to understand the needs of all ~~readers~~learners in diverse contexts.
- ~~4(b)~~4(f) The teacher ~~Analyzes~~creates a classroom environment ~~quality for that~~ fosters ~~individual~~intrinsic motivation to read and write (e.g., access to print, choice, challenge, ~~and~~ interests).
- ~~4(c) Reads and understands the literature and research about factors that contribute to reading success (e.g., social, cognitive, and physical).~~
- ~~4(d)~~4(g) The teacher ~~Demonstrates knowledge~~analyzes and takes ~~of and~~ a critical stance toward a wide variety of quality traditional print, digital, and online resources.
- ~~4(e)~~4(h) The teacher ~~Demonstrates knowledge of~~analyzes variables of text complexity ~~and use them in the analysis of~~ when selecting classroom materials.
- ~~4(f) Demonstrates knowledge of literacy skills and strategies demanded for online reading, comprehension and research.~~
- ~~4(g) Demonstrates knowledge of the key concepts of literacy components and their interconnections as delineated in the Idaho Content Standards to include, but may not be limited to; Reading (Reading for Literature, Reading for Informational text, and Reading Foundational Skills) based on grade level appropriateness and developmental needs of student(s) being addressed, Writing, Speaking and Listening, and Language.~~

***Standard 5: Application of Content - The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.***

~~\*For the purposes of these standards, the term "literacy" includes reading, writing, listening, speaking, viewing, and language as aligned to the Idaho Content Standards.~~



**Knowledge**

- 5(a) The teacher ~~u~~understands ~~how~~ specific literacy skills required for success in different content areas. ~~(reading and writing) occurs across all subject disciplines~~
- 5(b) The teacher understands research based strategies that lead to students becoming independent, critical, and strategic readers, writers, speakers and listeners across content areas.
- ~~5(a)~~5(c) The teacher understands how to design literacy instruction to promote active participation and collaboration.

**Performance**

- ~~5(b) Plans instruction addressing content area literacy according to local, state, and/or national standards.~~
- 5(d) The teacher ~~u~~uses digital resources appropriately to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.
- ~~5(c)~~5(e) The teacher designs and implements literacy instruction related to a breadth and depth of texts, purposes, and complexities that connects concepts so students become independent, critical, and strategic readers, writers, speakers, and listeners.
- ~~5(d) Incorporates all aspects of literacy across content areas for instructional planning.~~

***Standard 6: Assessment - The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.***

~~\*For the purposes of these standards, the term "literacy" includes reading, writing, listening, speaking, viewing, and language as aligned to the Idaho Content Standards.~~

**Knowledge**

- 6(a) The teacher understands the research related to assessments and its uses and misuses.
- 6(b) The teacher understands purposes for assessing the literacy performance of all learners, including tools for screening, diagnosis, progress monitoring, and measuring outcomes.
- 6(c) The teacher recognizes the basic technical adequacy of assessments (e.g., reliability, content, construct validity).
- 6(d) The teacher understands a variety of assessment frameworks, including the State of Idaho literacy assessments, proficiency standards, and student benchmarks.

**Performance**

- ~~6(a) Demonstrate an understanding of the literature and research related to assessments and their uses and misuses.~~

- ~~6(b) Demonstrate an understanding of established purposes for assessing the performance of all readers, including tools for screening, diagnosis, progress monitoring, and measuring outcomes.~~
- ~~6(c) Recognize the basic technical adequacy of assessments (e.g., reliability, content, and construct validity).~~
- ~~6(d) Explain district and state assessment frameworks, proficiency standards, and student benchmarks.~~
- ~~6(e) Administer and interpret appropriate assessments for students, especially those who struggle with reading and writing.~~
- ~~6(f)~~ 6(e) Use multiple data sources to analyze individual readers' performance and to plan instruction and intervention. The teacher collaborates with colleagues to administer, interpret, and use data for decision making about student assessment, instruction, intervention, and evaluation for individual students.
- ~~6(g)~~ 6(f) The teacher Analyzes and uses assessment data to examine the effectiveness of specific intervention practices and students' responses to instruction.
- 6(g) The teacher Demonstrates the ability to communicate results of assessments to students, teachers, and parents, and other stakeholders.
- 6(h) The teacher designs a range of authentic literacy assessments that demonstrate an understanding of how learners develop and that address interpretive, critical, and evaluative abilities.
- ~~6(h)~~ 6(i) The teacher actively engages students in analyzing their own data, assessing their progress, and setting personal literacy goals.

***Standard 7: Planning for Instruction - The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross- disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.***

~~\*For the purposes of these standards, the term "literacy" includes reading, writing, listening, speaking, viewing, and language as aligned to the Idaho Content Standards~~

#### **Performance**

- ~~7(a) Demonstrate an understanding of the research and literature that undergirds literacy instruction for all pre-K-12 students including the range of text types recommended by the Idaho Content Standards.~~
- ~~7(b) Develop and implement the curriculum to meet the specific needs of students who struggle with reading literacy.~~
- ~~7(c) Provide differentiated instruction and instructional materials, including traditional print, digital, and online resources that capitalize on diversity.~~

~~7(d) Develop instruction anchored in the concepts of text complexity that is developmentally appropriate, with special attention to struggling literacy learners and diverse learners.~~

~~7(e) Develop instruction that includes rich and diverse experiences in digital environments to help all learners, especially struggling readers/writers, to be successful in New Literacies.~~

7(a) The teacher plans literacy instruction which reflects curriculum integration and incorporates interdisciplinary teaching methods and materials.

7(b) The teacher uses knowledge of theory, research, and practice in literacy to plan standards-based, coherent and relevant learning experiences using a range of different texts (e.g., across genres, periods, forms, authors, cultures, various forms of media) and instructional strategies that are motivating and accessible to all students, including English learners, students with exceptional needs, students from diverse language and learning backgrounds, and struggling literacy learners.

***Standard 8: Instructional Strategies - The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.***

~~\*For the purposes of these standards, the term “literacy” includes reading, writing, listening, speaking, viewing, and language as aligned to the Idaho Content Standards~~

#### Performance

~~8(a) Selects and modifies instructional strategies, approaches, and routines based on professional literature and research.~~

~~8(b)~~8(a) Provide appropriate in-depth instruction for all readers and writers, especially those who struggle with reading and writing.

~~8(c)~~8(b) As needed, adaptThe teacher plans and implements research-based instructional strategies~~materials and approaches~~ to meet the unique language-proficiency needs of English learners ~~and students who struggle to learn to read and write.~~

~~8(d) Use a variety of grouping practices to meet the needs of all students, especially those who struggle with reading and writing.~~

***Standard 9: Professional Learning and Ethical Practice - The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.***

~~\*For the purposes of these standards, the term “literacy” includes reading, writing, listening, speaking, viewing, and language as aligned to the Idaho Content Standards~~

#### Performance

9(a) The teacher promotes the value of literacy reading and writing in and out of school by modeling a positive attitude toward reading and writing literacy with students, colleagues, administrators, and parents and guardians.

9(b) The teacher consults with and advocates on behalf of teachers, students, families, and communities for effective literacy practices and policies.

~~9(b) Demonstrate effective use of technology for improving student learning.~~

***Standard 10: Leadership and Collaboration - The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.***

~~\*For the purposes of these standards, the term "literacy" includes reading, writing, listening, speaking, viewing, and language as aligned to the Idaho Content Standards Performance~~

### **Knowledge**

10(a) The teacher understands local, state, and national policies that affect literacy instruction.

### **Performance**

~~10(a) Demonstrate the ability to hold effective conversations (e.g., for planning and reflective problem solving) with individuals and groups of teachers, work collaboratively with teachers and administrators.~~

~~10(b) Demonstrate an understanding of local, state, and national policies that affect reading and writing instruction.~~

10(b) The teacher engages in and reflects on a variety of experiences related to literacy that demonstrate understanding of and readiness for leadership, collaboration, ongoing professional development, and community engagement.

10(c) The teacher collaborates with others to build strong home-to-school and school-to-home literacy connections.

## IDAHO STANDARDS FOR MATHEMATICS TEACHERS

All teacher candidates are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s) at the “acceptable” level or above. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the Mathematics Teacher Standards are widely recognized, but not all-encompassing or absolute, indicators that teacher candidates have met the standards. The evidence validating candidates’ ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate’s disposition. Professional dispositions are how candidates view the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

***Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

### **Knowledge**

- 1(a) The teacher knows how to recognize students’ mathematical development, knowledge, understandings, ways of thinking, mathematical dispositions, interests, and experiences.
- 1(b) The teacher knows of learning progressions and learning trajectories that move students toward more sophisticated mathematical reasoning.

### **Performance**

- 1(c) The teacher encourages students to make connections and develop a cohesive framework for mathematical ideas.
- 1(d) The teacher applies knowledge of learning progressions and trajectories when creating assignments, assessments, and lessons.
- 1(e) The teacher plans and facilitates learning activities that value students’ ideas and guide the development of students’ ways of thinking, and mathematical dispositions in line with research-based learning progressions.

***Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.***

**Knowledge**

- 2(a) The teacher knows how to design lessons at appropriate levels of mathematical development, knowledge, understanding, and experience.
- 2(b) The teacher knows how to use assessment data and appropriate interventions for students.

**Performance**

- 2(c) The teacher adjusts and modifies instruction while adhering to the content standards, in order to ensure mathematical understanding for all students.

***Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.***

***Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

**Knowledge**

- 4(a) The teacher knows a variety of problem-solving approaches for investigating and understanding mathematics.
- 4(b) The teacher understands concepts (as recommended by state and national mathematics education organizations) and applications of number and quantity, algebra, geometry (Euclidean and transformational), statistics (descriptive and inferential) and data analysis, and probability, functions, and trigonometry, and has the specialized and pedagogical content knowledge for teaching necessary for those concepts and applications to be implemented in the 6-12 curriculum.
- 4(c) The teacher knows how to make use of hands-on, visual, and symbolic mathematical models in all domains of mathematics.
- 4(d) The teacher knows how to use mathematical argument and proof to evaluate the legitimacy and efficiency of alternative algorithms, strategies, conceptions, and makes connections between them.
- 4(e) The teacher knows the standards for mathematical practice, how to engage students in the use of those practices, and how they have shaped the discipline.

**Performance**

- 4(f) The teacher connects the abstract and the concrete and asks useful questions to clarify or improve reasoning.
- 4(g) The teacher uses hands-on, visual, and symbolic mathematical models in all domains of mathematics.

- 4(h) The teacher uses mathematical argument and proof to evaluate the legitimacy and efficiency of alternative algorithms, strategies, and conceptions, and makes connections between them.
- 4(i) The teacher implements the standards for mathematical practice and engages students in the use of those practices.

***Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.***

**Knowledge**

- 5(a) The teacher knows how to apply mathematics content and practice to other disciplines, including (but not limited to) engineering, science, personal finance, and business.

**Performance**

- 5(b) The teacher applies mathematics content and practice to other disciplines, including (but not limited to) engineering, science, personal finance, and business.

***Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.***

**Knowledge**

- 6(a) The teacher knows how to assess students' mathematical reasoning.

**Performance**

- 6(b) The teacher assesses students' mathematical reasoning.

***Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.***

**Knowledge**

- 7(a) The teacher knows content and practice standards for mathematics and understands how to design instruction to help students meet those standards.
- 7(b) The teacher knows how to plan learning activities that help students move from their current understanding through research-based learning progressions.

**Performance**

- 7(c) The teacher plans and assesses instructional sequences that engage students in learning the formal structure and content of mathematics with and through mathematical practices.

***Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.***

**Knowledge**

- 8(a) The teacher knows how to formulate or access questions and tasks that elicit students' use of mathematical reasoning and problem-solving strategies.
- 8(b) The teacher knows a variety of instructional strategies for investigating and understanding mathematics including inquiry, discourse, and problem-solving approaches.
- 8(c) The teacher knows how to facilitate expression of concepts using various mathematical representations (e.g., symbolic, numeric, graphic, visual, verbal, concrete models) and precise language.
- 8(d) The teacher understands the appropriate use of technology in teaching and learning of mathematics (e.g., graphing calculators, dynamic geometry software, statistical software).
- 8(e) The teacher knows how to use student conceptions and misconceptions to guide and facilitate learning.

**Performance**

- 8(f) The teacher poses questions and tasks that elicit students' use of mathematical reasoning and problem-solving strategies.
- 8(g) The teacher uses a variety of instructional strategies for investigating and understanding mathematics, including inquiry and problem-solving approaches.
- 8(h) The teacher facilitates exploration of concepts using various mathematical representations (e.g., symbolic, numeric, graphic, visual, verbal, concrete models) and precise language.
- 8(i) The teacher uses technology appropriately in the teaching and learning of (e.g., graphing calculators, dynamic geometry software, statistical software).
- 8(j) The teacher uses student conceptions and misconceptions to guide and facilitate learning.

***Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.***

***Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.***



## IDAHO STANDARDS FOR ONLINE TEACHERS

All teacher candidates are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s) at the “acceptable” level or above. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the K-12 Online Teacher Standards are widely recognized, but not all-encompassing or absolute indicators that teacher candidates have met the standards. The evidence validating candidates’ ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

~~An important component of the teaching profession is a candidate’s disposition. Professional dispositions are how candidates view the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.~~

~~Online instruction represents a continuum of teaching and learning practices. The~~ Some characteristics of blended and online instruction ~~can be vastly different~~ are unique ~~from teaching in traditional face-to-face environments.~~ Online schools, ~~and~~ programs, and courses serving K-12 students ~~should be~~ are structured to support the ~~unique~~ needs of students and teachers in online environments. The Online Teacher Standards ~~are aligned to the~~ extend the Idaho Core Teacher Standards. ~~These standards reflect the principles of Universal Design related to technology. (Universal design is ‘the design of products and environments to be usable by all people, to the greatest extent possible, without the need for adaptation or specialized design’.)~~

~~This language was written by a committee of content experts and has been adopted verbatim.~~

~~**Standard 2: Knowledge of Human Development and Learning—The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.**~~ **Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.**

### Performance

- ~~2(a) The online teacher understands the continuum of fully online to blended learning environments and creates unique opportunities and challenges for the learner (e.g., Synchronous and Asynchronous, Individual and Group Learning, Digital Communities).~~
- ~~2(b) The online teacher uses communication technologies to alter learning strategies and skills (e.g., media literacy, visual literacy).~~

~~2(c) The online teacher demonstrates knowledge of motivational theories and how they are applied to online learning environments.~~

~~2(d)~~2(a) The online teacher constructs learning experiences that take into account students' physical, social, emotional, moral, and cognitive development to influence learning and instructional decisions in the online environment. ~~{Physical (e.g., Repetitive Use Injuries, Back and Neck Strain); Sensory Development (e.g., Hearing, Vision, Computer Vision Syndrome, Ocular Lock); Conceptions of social space (e.g., Identity Formation, Community Formation, Autonomy); Emotional (e.g., Isolation, cyber-bullying); Moral (i.e., Enigmatic communities, Disinhibition effect, Cognitive, Creativity)}~~.

~~Standard 3: Modifying Instruction for Individual Needs—The teacher understands how students differ in their approaches to learning and creates instructional opportunities that are adapted to learners with diverse needs.~~Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.

#### Knowledge

2(a) The online teacher is familiar with legal mandates including, but not limited to ~~stipulated by~~ the Americans with Disabilities Act (ADA), the Individuals with Disabilities Education Act (IDEA), the Assistive Technology Act and Section 508 requirements for accessibility, as they pertain to the online environment.

~~2(a)~~2(b) The online teacher knows how adaptive/assistive technologies are used to help people who have disabilities gain access to information that might otherwise be inaccessible.

#### Performance

~~2(b)~~2(c) The online teacher ~~knows how~~applies adaptive/assistive technologies ~~are used~~ to help people who have disabilities gain access to information that might otherwise be inaccessible.

~~2(c)~~2(d) The online teacher ~~modifies,~~demonstrates unique ways to customizes and/or personalizes activities ~~to address diverse learning styles, working strategies and abilities (e.g., provide multiple paths to learning objectives, differentiate instruction, strategies for non-native English speakers).~~

~~2(d) The online teacher coordinates learning experiences with adult professionals (e.g., parents, local school contacts, mentors).~~

~~Standard 5: Classroom Motivation and Management Skills—The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.~~Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.

**Knowledge**

- 3(a) The online teacher knows how to leverage management strategies to foster student motivation and engagement.
- 3(b) The online teacher understands motivational theories and their application within online environments.
- 3(c) The online teacher knows the importance of synchronous and asynchronous communication.
- 3(d) The online teacher understands the unique aspects of communicating with students and stakeholders in online environments.
- 3(e) The online teacher demonstrates understanding of developmentally and age-appropriate digital citizenship and responsibility.

**Performance**

- ~~3(a) The online teacher establishes a positive and safe climate in the classroom and participates in maintaining a healthy environment in the school or program as a whole (e.g., digital etiquette, Internet safety, Acceptable Use Policy [AUP]).~~
- ~~3(b)~~3(f) The online teacher performs management tasks (e.g., tracks student enrollments, communication logs, attendance records, etc.)applies best practices to foster student motivation and engagement in online learning environments.
- 3(g) The online teacher uses effective time management strategies (e.g.,provides timely and ~~consistent~~effective feedback,~~provides course materials in a timely manner, use online tool functionality to improve instructional efficiency).~~
- 3(h) The online teacher demonstrates application in addressing technical issues online students may have.
- ~~3(c)~~3(i) The online teacher is an effective and responsive communicator who demonstrates and models the ability to select and use appropriate forms of communication.

~~**Standard 1: Knowledge of Online Education — The online teacher understands the central concepts, tools of inquiry, and structures in online instruction and creates learning experiences that take advantage of the transformative potential in online learning environments.**~~**Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.**

**Knowledge**

- ~~4(a) The online teacher understands the current standards for best practices in online teaching and learning.~~
- ~~4(b) The online teacher understands the role of online teaching in preparing students for the global community of the future.~~

- ~~4(c) The online teacher understands concepts, assumptions, debates, processes of inquiry, and ways of knowing that are central to the field of online teaching and learning.~~
- ~~4(d) The online teacher understands the relationship between online education and other subject areas and real life situations.~~
- ~~4(e) The online teacher understands the relationship between online teaching and advancing technologies.~~
- ~~4(f) The online teacher understands appropriate uses of technologies to promote student learning and engagement with the content.~~
- ~~4(g) The online teacher understands the instructional delivery continuum. (e.g., fully online to blended to face-to-face).~~

### Performance

- ~~4(h) The online teacher utilizes current standards for best practices in online teaching to identify appropriate instructional processes and strategies.~~
- ~~4(i) The online teacher demonstrates application of communication technologies for teaching and learning (e.g., Learning Management System [LMS], Content Management System [CMS], email, discussion, desktop video conferencing, and instant messaging tools).~~
- ~~4(j) The online teacher demonstrates application of emerging technologies for teaching and learning (e.g., blogs, wikis, content creation tools, mobile technologies, virtual worlds).~~
- ~~4(k) The online teacher demonstrates application of advanced troubleshooting skills (e.g., digital asset management, firewalls, web based applications).~~
- ~~4(l) The online teacher demonstrates the use of design methods and standards in course/document creation and delivery.~~
- ~~4(m)~~ 4(a) The online teacher demonstrates knowledge of digital citizenship, access, equity (~~digital divide~~), and safety concerns in online environments.

~~**Standard 6: Communication Skills, Networking, and Community Building** The online teacher uses a variety of communication techniques including verbal, nonverbal, and media to foster inquiry, collaboration, and supportive interaction in and beyond the classroom.~~ **Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.**

### Knowledge

- ~~5(a)~~ 5(a) The online teacher knows the importance of verbal (synchronous) as well as nonverbal (asynchronous) communication. The online teacher understands current best practices in online teaching and learning pertinent to subjects taught.
- ~~5(a)~~ 5(b) The online teacher understands appropriate uses of technologies to promote student learning and engagement within the content.

**Performance**

- ~~5(b) The online teacher is a thoughtful and responsive communicator.~~
- ~~5(c) The online teacher models effective communication strategies in conveying ideas and information and in asking questions to stimulate discussion and promote higher order thinking (e.g., discussion board facilitation, personal communications, and web conferencing).~~
- ~~5(d) The online teacher demonstrates the ability to communicate effectively using a variety of mediums.~~
- ~~5(e) The online teacher adjusts communication in response to cultural differences (e.g., wait time and authority).~~

~~Standard 8: Assessment of Student Learning—The online teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine program effectiveness.~~Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.

**Knowledge**

- 6(a) The online teacher understands the importance of maintaining accurate records of student performance for instruction and accountability.

**Performance**

- ~~6(a)~~6(b) The online teacher selects, constructs, and uses a variety of formal and informal assessment techniques appropriate to the online environment ~~(e.g., observation, portfolios of student work, online teacher made tests, performance tasks, projects, student self-assessment, peer assessment, standardized tests, tests written in primary language, and authentic assessments)~~ to enhance knowledge of individual students, evaluate student performance and progress, and modify teaching and learning strategies.
- ~~6(b)~~6(c) The online teacher ~~enlists multiple~~ practices appropriate strategies ~~for to~~ ensure ~~ing~~ security and confidentiality of online student assessments and assessment data.

~~Standard 7: Instructional Planning Skills—The online teacher plans and prepares instruction based upon knowledge of subject matter, students, the community, and curriculum goals.~~Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross- disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.

**Performance**

- 7(a) The online teacher designs course materials that clearly communicates to students stated and measurable objectives, course goals, grading criteria, course organization and expectations.
- ~~7(b) The online teacher maintains accuracy and currency of course content, incorporates internet resources into course content, and extends lesson activities.~~
- ~~7(c)~~ 7(b) The online teacher designs and develops subject-specific ~~online content~~ course materials appropriate to the online environment.
- ~~7(d)~~ 7(c) The online teacher uses multiple forms of ~~media~~ technologies to design course ~~content~~ materials or media.
- ~~7(e)~~ 7(d) The online teacher designs course ~~content~~ materials to facilitate interaction and discussion.
- ~~7(f) The online teacher designs course content that complies with intellectual property rights and fair use standards.~~
- 7(e) The online teacher practices legal and ethical media rights and responsibilities.
- 7(f) The online teacher demonstrates use of design principles in the creation of course materials.

~~Standard 4: Multiple Instructional Strategies – The online teacher understands and uses a variety of instructional strategies to develop students' critical thinking, problem solving, and performance skills.~~ Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.

#### Knowledge

- ~~8(a) The online teacher understands the techniques and applications of various online instructional strategies (e.g., discussion, student-directed learning, collaborative learning, lecture, project-based learning, forum, small group work).~~
- 8(a) The online teacher understands appropriate uses of learning and/or content management systems for student learning. The online teacher understands how to adapt instructional strategies for an online environment.
- 8(b) The online teacher understands appropriate functions of Learning Management Systems (LMS) and Content Management Systems (CMS) for student learning.
- ~~8(b)~~ 8(c) The online teacher understands the variety of instructional delivery including synchronous and asynchronous modes (e.g., full-time online, blended, face-to-face).

#### Performance

- ~~8(c)~~ 8(d) The online teacher evaluates methods for achieving learning goals and chooses various teaching strategies, materials, and technologies to meet instructional purposes and student needs. (e.g., online teacher gathered data and student offered feedback).

~~8(d) The online teacher uses student-centered instructional strategies to engage students in learning. (e.g., Peer-based learning, peer coaching, authentic learning experiences, inquiry-based activities, structured but flexible learning environment, collaborative learning, discussion groups, self-directed learning, case studies, small group work, collaborative learning, and guided design)~~

~~8(e) The online teacher uses a variety of instructional tools and resources to enhance learning (e.g., LMS/CMS, computer-directed and computer-assisted software, digital age media).~~

8(e) The online teacher adapts tools, resources, and student-centered instructional strategies to engage students and enhance learning.

8(f) The online teacher demonstrates application of technologies for teaching, learning, and communication.

~~**Standard 9: Professional Commitment and Responsibility**—The online teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of online teaching.~~**Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.**

#### Knowledge

~~9(a) The online teacher understands the need for professional activity and collaboration beyond school (e.g., professional learning communities).~~

9(a) The online teacher knows how educational standards and curriculum align with 21st century skills. The online teacher understands concepts, biases, debates, and processes of inquiry that are central to the field of online teaching and learning.

9(b) The online teacher understands the importance of maintaining accurate records of communication and interaction with students and stakeholders for accountability and management.

#### Performance

~~9(c) The online teacher adheres to local, state, and federal laws and policies (e.g., FERPA, AUP's).~~

~~9(d) The online teacher has participated in an online course and applies experiences as an online student to develop and implement successful strategies for online teaching environments.~~

~~9(e) The online teacher demonstrates alignment of educational standards and curriculum with 21st century technology skills.~~

~~**Standard 10: Partnerships**—The online teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning~~

~~and wellbeing~~ Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.

Knowledge

10(a) The online teacher understands the importance of educating stakeholders and advocating within the community to advance online learning.



## IDAHO STANDARDS FOR PHYSICAL EDUCATION TEACHERS

All teacher candidates are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s) at the “acceptable” level or above. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the Physical Education Teacher Standards are widely recognized, but not all-encompassing or absolute, indicators that teacher candidates have met the standards. The evidence validating candidates’ ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate’s disposition. Professional dispositions are how the candidate views the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

***Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

### **Performance**

- 1(a) The teacher assesses the skillful movement, physical activity, and exercise and fitness levels of students; designs developmentally appropriate instruction; and extends learning through collaboration with communities, colleagues, families and other professionals.

***Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.***

### **Performance**

- 2(a) The teacher provides opportunities that incorporate individual differences (e.g., various physical abilities and limitations, culture, and gender) in skillful movement, physical activity, exercise and fitness to help students gain physical competence and confidence.

***Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.***

**Knowledge**

- 3(a) The teacher knows how to help students cultivate responsible personal and social behaviors that promote positive relationships and a productive environment in physical education and physical activity settings.
- 3(b) The teacher knows how to engage students in learning about the use of technology operations, concepts, and applications pertinent to healthy active lifestyles (e.g., heart rate monitors, pedometers, global positioning systems, computer software, social media).
- 3(c) The teacher understands principles of effective management in indoor and outdoor physical education and physical activity settings.

**Performance**

- 3(d) The teacher implements strategies and activities to promote positive peer relationships (e.g., caring, mutual respect, support, safety, sportsmanship, and cooperation).
- 3(e) The teacher uses strategies to motivate students to participate in physical activity inside and outside the school setting.
- 3(f) The teacher utilizes principles of effective management in indoor and outdoor physical education and physical activity settings.

***Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

***Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.***

**Knowledge**

- 5(a) The teacher understands the relationship between skillful movement, physical activity, exercise, fitness, health outcomes, well-being and quality of life.
- 5(b) The teacher understands that daily physical activity provides opportunities for enjoyment, challenge, self-expression, and social interaction.
- 5(c) The teacher understands the scientific foundation of physical activity (e.g., motor behavior and development, human anatomy and physiology, exercise physiology, biomechanics, psychosocial aspects of physical activity).
- 5(d) The teacher knows the appropriate rules, etiquette, instructional cues, tactics (skills and strategies) and techniques for a variety of physical education activities (e.g., aquatics, sports, games, lifetime activities, dance, rhythmical activities, and outdoor/adventure activities).
- 5(e) The teacher understands cultural, historical, and philosophical dimensions of physical education and physical activity.

**Performance\***

- 5(f) The teacher instructs students about the relationship between skillful movement, physical activity, fitness, health outcomes, well-being and quality of life.
- 5(g) The teacher instructs students in the rules, tactics, (skills, and strategies) and techniques of a variety of physical activities (e.g., aquatics, sports, games, lifelong activities, dance, rhythmical activities, and outdoor/adventure activities).
- 5(h) The teacher instructs students in the scientific foundation of physical activity (e.g., motor behavior and development, human anatomy and physiology, exercise philosophy, biomechanics, psychosocial aspects of physical activity).
- 5(i) The teacher fosters student reflection regarding cultural, historical and philosophical dimension of physical education and physical activity.
- 5(j) The teacher demonstrates improvement and maintains a health enhancing level of physical fitness and physical activity throughout the program.
- 5(k) The teacher facilitates technical demonstration and effective performance (tactics and techniques), in a variety of physical education activities (e.g., aquatics, sports, games, lifelong activities, dance, rhythmical activities, and outdoor/adventure activities).

- \* Without discrimination against those with disabilities, physical education teacher candidates with special needs are allowed and encouraged to utilize a variety of accommodations and/or modifications to demonstrate competent performance concepts (modified/adapted equipment, augmented communication devices, multi-media devices) and fitness (weight training programs, exercise logs).

***Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.***

**Knowledge**

- 6(a) The teacher understands appropriate assessment protocols sensitive to student needs.

**Performance**

- 6(b) The teacher demonstrates appropriate assessment protocols sensitive to student needs.

***Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.***

**Knowledge**

- 7(a) The teacher knows a variety of management routines (e.g., time transitions, environment, students/staff, equipment) and instructional strategies to maximize physical education activity time and student success.
- 7(b) The teacher knows how to expand the curriculum utilizing a variety of offerings, through the use of family engagement, school activities, and community resources (e.g., family fitness night, parks, golf courses, climbing walls, multi-use facility agreements, and service organizations).

**Performance**

- 7(c) The teacher applies a variety of management routines (e.g., time, transitions, environment, students/staff, equipment) and curricular/ instructional strategies to maximize physical education activity and student success.

***Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.***

**Knowledge**

- 8(a) The teacher knows multiple curricular/instructional models (e.g., sport education, teaching personal and social responsibility, outdoor education, peer teaching, fitness and wellness education, teaching games for understanding, adventure education, movement education)

**Performance**

- 8(b) The teacher utilizes multiple curricular/instructional models (e.g., sport education, teaching personal and social responsibility, outdoor education, peer teaching, fitness and wellness education, teaching games for understanding, adventure education, movement education)

***Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.***

**Knowledge**

- 9(a) The teacher knows how one's own personal skillful movement, physical activity, exercise, and fitness competence and understands its impact on teaching and student motivation.

**Performance**

- 9(b) The teacher reflects on one's own personal skillful movement, physical activity, exercise, and fitness competence and its impact on teaching and student motivation.

***Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.***

**Knowledge**

- 10(a) The teacher knows how to promote and advocate for healthy active schools involving physical education, physical activity before, during, and after the school day, and staff, family and community involvement.
- 10(b) The teacher knows how to promote and advocate for physical education and physical activity to students, staff, administrators, parents, school boards and community partners.

**Performance**

- 10(c) The teacher demonstrates a variety of strategies to promote and advocate for healthy active schools.

***Standard 11: Safety - The teacher provides a safe physical education learning environment.***

**Knowledge**

- 11(a) The teacher understands the inherent risks involved in physical activity.
- 11(b) The teacher recognizes safety considerations when planning and providing instruction.
- 11(c) The teacher recognizes factors that influence safety in physical activity settings (e.g., skill, fitness, developmental level of students, equipment, attire, facilities, travel, and weather).
- 11(d) The teacher recognizes the level of supervision required for the health and safety of students in all locations (e.g., teaching areas, locker rooms, off-campus).
- 11(e) The teacher understands school policies regarding the emergency action plan, student injury medical treatment, and transportation.
- 11(f) The teacher understands the appropriate steps when responding to safety situations.
- 11(g) The teacher knows cardiopulmonary resuscitation (CPR) and first aid.

**Performance**

- 11(h) The teacher documents safety issues when planning and implementing instruction to ensure a safe learning environment.
- 11(i) The teacher informs students of the risks associated with physical activity.
- 11(j) The teacher instructs students in appropriate safety procedures for physical activity and corrects inappropriate actions.

- 11(k) The teacher identifies and corrects potential hazards in physical education and physical activity facilities and equipment.
- 11(l) The teacher maintains CPR and first aid certification.

## GLOSSARY OF TERMS

**Exercise** – A subcategory of physical activity that is planned, structured, repetitive, and purposive in the sense that the improvement or maintenance of one of more components of physical fitness is the objective. “Exercise” and “exercise training” frequently are used interchangeably and generally refer to physical activity performed during leisure time with the primary purpose of improving or maintaining physical fitness, physical performance, or health.\*

**Health** – A human condition with physical, social and psychological dimensions, each characterized on a continuum with positive and negative poles. Positive health is associated with a capacity to enjoy life and to withstand challenges; it is not merely the absence of disease. Negative health is associated with illness, and in the extreme, with premature death.\*

**Health-Enhancing Physical Activity** – Activity that, when added to baseline activity, produces health benefits. Brisk walking, jumping rope, dancing, playing tennis or soccer, lifting weights, climbing on playground equipment at recess, and doing yoga are all examples of health-enhancing physical activity. \*

**Health-Related Fitness** – A type of physical fitness that includes cardiorespiratory fitness, muscular strength and endurance, body composition, flexibility, and balance.\*

**Moderate-Intensity Physical Activity** – On an absolute scale, physical activity that is done at 3.0 to 5.9 times the intensity of rest. On a scale relative to an individual’s personal capacity, moderate-intensity physical activity is usually a 5 or 6 on a scale of 0 to 10.\*

**Performance-Related Fitness** – Those attributes that significantly contribute to athletic performance, including aerobic endurance or power, muscle strength and power, speed of movement, and reaction time.\*

**Physical Activity** – Any bodily movement produced by the contraction of skeletal muscle that increases energy expenditure above a basal level. In these Guidelines, physical activity generally refers to the subset of physical activity that enhances health.\*

**Physical Fitness** – The ability to carry out daily tasks with vigor and alertness, without undue fatigue, and with ample energy to enjoy leisure-time pursuits and respond to emergencies. Physical fitness includes a number of components consisting of cardiorespiratory endurance (aerobic power), skeletal muscle endurance, skeletal muscle strength, skeletal muscle power, flexibility, balance, speed of movement, reaction time, and body composition.\*

**Skillful Movement** – An efficient, coordinated, fluent and aesthetic goal-directed voluntary performance that consists of specific body and/or limb behaviors that have physiological and biomechanical components.

**Vigorous-Intensity Physical Activity** – On an absolute scale, physical activity that is done at 6.0 or more times the intensity of rest. On a scale relative to an individual’s personal capacity, vigorous-intensity physical activity is usually a 7 or 8 on a scale of 0 to 10.\*

\* Definitions quoted from the U.S. Department of Health and Human Services 2008 Physical Activity Guidelines for Americans

## IDAHO FOUNDATION STANDARDS FOR SCIENCE TEACHERS

All teacher preparation programs are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s). Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the Science Teacher Standards are widely recognized, but not all-encompassing or absolute, indicators that teacher preparation programs have met the standards. The evidence validating candidates' ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

In addition to the standards listed here, science teachers must meet Idaho Core Teacher Standards and at least one of the following: (1) Idaho Standards for Biology Teachers, (2) Idaho Standards for Chemistry Teachers, (3) Idaho Standards for Earth and Space Science Teachers, (4) Idaho Standards for Natural Science Teachers, (5) Idaho Standards for Physical Science Teachers, or (6) Idaho Standards for Physics Teachers.

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how candidates view the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

***Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

### Knowledge

- 1(a) The teacher knows how students use Science and Engineering Practices and Crosscutting Concepts to develop understanding of the Disciplinary Core Ideas.
- 1(b) The teacher knows common misconceptions and/or partial understandings of scientific disciplinary core ideas and how they develop and affect student learning.

### Performance

- 1(c) The teacher addresses common misconceptions and/or partial understandings of scientific disciplinary core ideas as they develop and affect student learning.
- 1(d) The teacher utilizes Science and Engineering Practices and Crosscutting Concepts to develop student understanding of the Disciplinary Core Ideas.

***Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.***



***Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.***

***Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

**Knowledge**

- 4(a) The teacher understands the Idaho State Science Standards within their appropriate certification, including all components.
- 4(b) The teacher is familiar with how history has shaped our current understanding of the nature of science and scientific processes.
- 4(c) The teacher understands the core ideas of their respective discipline (i.e., Disciplinary Core Ideas).
- 4(d) The teacher understands the interconnectedness among the science disciplines (i.e., Crosscutting Concepts).
- 4(e) The teacher understands the processes of science (i.e., Science and Engineering Practices).

**Performance**

- 4(f) The teacher designs and implements lessons (e.g., activities, demonstrations, laboratory and field activities) that align with Idaho State Science Standards within their appropriate certification.
- 4(g) The teacher uses diverse examples from history to teach how our current understanding of the nature of science and scientific processes has changed.
- 4(h) The teacher uses the core ideas of their respective discipline (i.e., Disciplinary Core Ideas) to design and implement lessons.
- 4(i) The teacher designs and implements lessons (e.g., activities, demonstrations, laboratory and field activities) that align with Idaho State Science Standards within their appropriate certification.
- 4(j) The teacher models and guides students in the use of the processes of science. (i.e., Science and Engineering Practices).

***Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.***

**Knowledge**

- 5(a) The teacher knows how to apply science and engineering practices to propose, investigate, and evaluate possible solutions to problems.

**Performance**

- 5(b) The teacher designs opportunities to apply science and engineering practices to propose, investigate, and evaluate possible solutions to problems.

***Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.***

***Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.***

***Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.***

**Knowledge**

- 8(a) The teacher understands how to implement Science and Engineering Practices in instructional planning.
- 8(b) The teacher understands how to use research based best practices to engage a diverse group of students in learning science (e.g., project-based learning, 5E Instruction, place-based).
- 8(c) The teacher understands how to apply mathematics and technology to analyze, interpret, and display scientific data.
- 8(d) The teacher understands technical writing as a way to communicate science concepts and processes.

**Performance**

- 8(e) The teacher implements Science and Engineering Practices in instructional planning.
- 8(f) The teacher uses research based practices to engage a diverse group of students in learning science (e.g., project-based learning, 5E Instruction, place-based).
- 8(g) The teacher designs lessons which allow students to utilize mathematics and technology to analyze, interpret, and display scientific data.

***Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.***

**Knowledge**

- 9(a) The teacher understands the importance of keeping current on research related to how students learn science.

- 9(b) The teacher understands the importance of keeping current on scientific research findings.

**Performance**

- 9(c) The teacher incorporates current research related to student learning of science into instructional design.
- 9(d) The teacher incorporates current scientific research findings into instructional design.

***Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.***

***Standard 11: Safety - The science teacher demonstrates and maintains chemical safety, safety procedures, and the ethical treatment of living organisms needed in the science classroom appropriate to their area of licensure.***

**Knowledge**

- 11(a) The teacher knows how to design activities that demonstrate the safe and proper techniques for the preparation, storage, dispensing, supervision/inventory, and disposal of all materials used within their subject area science instruction.
- 11(b) The teacher understands how to design activities that demonstrate an ability to implement emergency procedures and the maintenance of safety equipment, policies and procedures that comply with established state and/or national guidelines.
- 11(c) The teacher understands how to ensure safe science activities appropriate for the abilities of all students.
- 11(d) The teacher understands how to design activities that demonstrate ethical decision-making with respect to the treatment of all living organisms in and out of the classroom. They emphasize safe, humane, and ethical treatment of animals and comply with the legal restrictions on the collection, keeping, and use of living organisms.
- 11(e) The teacher knows how to evaluate a facility for compliance with safety regulations.
- 11(f) The teacher knows how to procure and use Material Safety Data Sheets (MSDS).

**Performance**

- 11(g) The teacher designs activities that demonstrate the safe and proper techniques for the preparation, storage, dispensing, supervision/inventory, and disposal of all materials used within their subject area science instruction.
- 11(h) The teacher designs activities that demonstrate an ability to implement emergency procedures and the maintenance of safety equipment, policies and procedures that comply with established state and/or national guidelines.
- 11(i) The teacher ensures safe science activities appropriate for the abilities of all students.

- 11(j) The teacher designs activities that demonstrate ethical decision-making with respect to the treatment of all living organisms in and out of the classroom. They emphasize safe, humane, and ethical treatment of animals and comply with the legal restrictions on the collection, keeping, and use of living organisms.
- 11(k) The teacher demonstrates the ability to evaluate a facility for compliance to safety regulations.
- 11(l) The teacher demonstrates the ability to procure and use Material Safety Data Sheet (MSDS).

***Standard 12: Laboratory and Field Activities - The science teacher demonstrates competence in conducting laboratory, and field activities.***

**Knowledge**

- 12(a) The teacher knows a variety of laboratory and field techniques appropriate to their content area.
- 12(b) The teacher knows a variety of strategies to develop students' laboratory and field skills.

**Performance**

- 12(c) The teacher engages students in a variety of laboratory and field techniques appropriate to their content area.
- 12(d) The teacher uses a variety of instructional strategies in laboratory and field experiences to engage students in developing their understanding of the natural world.

## IDAHO STANDARDS FOR BIOLOGY TEACHERS

All teacher preparation programs are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s). In addition to the standards listed here, biology teachers must meet Idaho Foundation Standards for Science Teachers. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the Biology Teacher Standards are widely recognized, but not all-encompassing or absolute, indicators that teacher preparation programs have met the standards. The evidence validating candidates' ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how candidates view the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

***Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

***Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.***

***Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.***

***Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

### Knowledge

- 4(a) The teacher understands the major underlying theories and principles of molecular and organismal biology, including: structure and function, growth and development, and organization for matter and energy flow.
- 4(b) The teacher understands the major underlying theories and principles of ecosystems including: interdependent relationships; cycles of energy and matter transfer; the relationship among dynamics, function, and resilience; and social interactions and group behavior.

- 4(c) The teacher understands the major underlying theories and principles of heredity, including structure and function of DNA, and inheritance and variation of traits.
- 4(d) The teacher understands the major underlying theories and principles of biological adaptation; including evidence of common ancestry and diversity, natural selection, adaptation, and biodiversity and humans.

**Performance**

- 4(e) The teacher develops lessons based on the major underlying theories and principles of molecular and organismal biology including; structure and function, growth and development, and organization for matter and energy flow.
- 4(f) The teacher develops lessons based on the major underlying theories and principles of ecosystems including: interdependent relationships; cycles of energy and matter transfer; the relationship among dynamics, function, and resilience; and social interactions and group behavior.
- 4(g) The teacher develops lessons based on the major underlying theories and principles of heredity; including structure and function of DNA, and inheritance and variation of traits.
- 4(h) The teacher develops lessons based on the major underlying theories and principles of biological adaptation; including evidence of common ancestry and diversity, natural selection, adaptation, and biodiversity and humans.

***Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.***

***Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.***

***Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross- disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.***

***Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.***

***Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.***

*Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.*

## IDAHO STANDARDS FOR CHEMISTRY TEACHERS

All teacher preparation programs are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s). In addition to the standards listed here, chemistry teachers must meet Idaho Foundation Standards for Science Teachers. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the Chemistry Teacher Standards are widely recognized, but not all-encompassing or absolute, indicators that teacher preparation programs have met the standards. The evidence validating candidates' ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how candidates view the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

***Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

***Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.***

***Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.***

***Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

### Knowledge

- 4(a) The teacher has a broad knowledge of mathematical principles and is familiar with the connections that exist between mathematics and chemistry.
- 4(b) The teacher understands fundamental structures of atoms and molecules.
- 4(c) The teacher understands basic principles of ionic, covalent, and metallic bonding.
- 4(d) The teacher understands periodicity of physical and chemical properties of elements.
- 4(e) The teacher understands laws of conservation of matter and energy.



- 4(f) The teacher understands fundamentals of chemical kinetics, equilibrium and thermodynamics.
- 4(g) The teacher understands kinetic molecular theory and gas laws.
- 4(h) The teacher understands mole concept, stoichiometry, and laws of composition.
- 4(i) The teacher understands solutions and colligative properties.
- 4(j) The teacher understands acids/base chemistry.
- 4(k) The teacher understands fundamental oxidation-reduction chemistry.
- 4(l) The teacher understands fundamental organic chemistry and biochemistry.
- 4(m) The teacher understands applications of chemistry in personal and community health and environmental quality.
- 4(n) The teacher understands fundamentals of nuclear chemistry.
- 4(o) The teacher understands the importance of accuracy and precision in measurements.
- 4(p) The teacher understands the language and symbols of chemistry, including the symbols of elements and the procedures for naming compounds and determining chemical formulas.
- 4(q) The teacher understands the different types of chemical reactions.
- 4(r) The teacher understands symbolic and particulate models and how they can be used to interpret and explain macroscopic observations.

**Performance**

- 4(s) The teacher models the application of mathematical principles and the connections that exist between mathematics and chemistry.
- 4(t) The teacher demonstrates their knowledge of fundamental structures of atoms and molecules.
- 4(u) The teacher applies the basic principles of ionic, covalent, and metallic bonding.
- 4(v) The teacher utilizes the periodic table to predict the physical and chemical properties of elements (e.g. ionization energy, atomic radius, types of bonding).
- 4(w) The teacher illustrates the laws of conservation of matter and energy qualitatively and quantitatively (e.g. balancing chemical equations, enthalpy calculations).
- 4(x) The teacher applies the scientific principles and evidence of chemical kinetics, equilibrium and thermodynamics to the behavior of matter.
- 4(y) The teacher is able to use Kinetic Molecular Theory and concepts of intermolecular forces to make predictions about the macroscopic properties of gases, including both ideal and nonideal.
- 4(z) The teacher can apply the mole concept, stoichiometry, and laws of composition (e.g. converting moles to mass).

- 4(aa) The teacher applies the concepts of solution chemistry (e.g. calculate and prepare solutions at precise concentrations, colligative properties).
- 4(bb) The teacher applies the concepts of acids/base chemistry to predict properties and reactions.
- 4(cc) The teacher is able to identify oxidation-reduction reactions and justify the identification in terms of electron transfer.
- 4(dd) The teacher demonstrates an understanding of the fundamental ideas of organic chemistry and how they relate to biochemistry.
- 4(ee) The teacher relates the fundamental principles of chemistry to personal and community health and environmental quality.
- 4(ff) The teacher can develop models to illustrate the changes in the composition of the nucleus of the atom and the energy released during the processes of fission, fusion, and radioactive decay.
- 4(gg) The teacher applies accuracy and precision to their measurements and calculations.
- 4(hh) The teacher applies the language and symbols of chemistry, including the symbols of elements and the procedures for naming compounds and determining chemical formulas.
- 4(ii) The teacher categorizes and identifies a variety of chemical reaction types.
- 4(jj) The teacher can utilize symbolic and particulate models to interpret and explain macroscopic observations.

***Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.***

***Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.***

***Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.***

***Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.***

***Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.***

*Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.*

## IDAHO STANDARDS FOR EARTH AND SPACE SCIENCE TEACHERS

All teacher preparation programs are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s). In addition to the standards listed here, earth and space science teachers must meet Idaho Foundation Standards for Science Teachers. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the earth and space science teacher standards are widely recognized, but not all-encompassing or absolute, indicators that teacher preparation programs have met the standards. The evidence validating candidates' ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how candidates view the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

***Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

***Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.***

***Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.***

***Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

### Knowledge

- 4(a) The teacher understands the major underlying theories and principles of Earth's place in the universe including; the universe and its stars, Earth and the solar system, the history of planet Earth, radiometric dating, and electromagnetic radiation.
- 4(b) The teacher understands major underlying theories and principles of Earth's systems including; plate tectonics, Earth materials and systems, the roles of water in Earth's surface processes, weather and climate, and biogeology.

- 4(c) The teacher understands the major underlying theories and principles of Earth and human activity including; natural resources, natural hazards, human impacts on Earth systems, and global climate change.

**Performance**

- 4(d) The teacher develops lessons based on the major underlying theories and principles of Earth's place in the universe including; the universe and its stars, Earth and the solar system, the history of planet Earth, radiometric dating, and electromagnetic radiation.
- 4(e) The teacher develops lessons based on the major underlying theories and principles of Earth's systems including; plate tectonics, Earth materials and systems, the roles of water in Earth's surface processes, weather and climate, and biogeology.
- 4(f) The teacher develops lessons based on the major underlying theories and principles of Earth and human activity including; natural resources, natural hazards, human impacts on Earth systems, and global climate change.

***Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.***

***Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.***

***Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.***

***Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.***

***Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.***

***Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.***

IDAHO STANDARDS FOR NATURAL SCIENCE TEACHERS

Teachers with natural science endorsements must meet all of the following standards:

1. *Idaho Core Teacher Standards*
2. *Idaho Foundation Standards for Science Teachers AND*
3. *Idaho Standards for Biology Teachers OR*
4. *Idaho Standards for Earth and Space Science Teachers OR*
5. *Idaho Standards for Chemistry Teachers OR*
6. *Idaho Standards for Physics Teachers*

IDAHO STANDARDS FOR PHYSICAL SCIENCE TEACHERS

Teachers with physical science endorsements must meet all of the following standards:

1. *Idaho Core Teacher Standards*
2. *Idaho Foundation Standards for Science Teachers* AND
3. *Idaho Standards for Chemistry Teachers* OR
4. *Idaho Standards for Physics Teachers*

## IDAHO STANDARDS FOR PHYSICS TEACHERS

All teacher preparation programs are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s). In addition to the standards listed here physics teachers must meet Idaho Foundation Standards for Science Teachers. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the physics teacher standards are widely recognized, but not all-encompassing or absolute, indicators that teacher preparation programs have met the standards. The evidence validating candidates' ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how candidates view the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

***Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

***Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.***

***Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.***

***Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

### Knowledge

- 4(a) The teacher understands electromagnetic and gravitational interactions as well as concepts of matter and energy to formulate a coherent understanding of the natural world.
- 4(b) The teacher understands the major concepts and principles of the basic areas of physics, including classical and quantum mechanics, thermodynamics, waves, optics, electricity, magnetism, and nuclear physics.



- 4(c) The teacher knows how to apply appropriate mathematical and problem solving principles including algebra, geometry, trigonometry, calculus, and statistics in the description of the physical world and is familiar with the connections between mathematics and physics.

**Performance**

- 4(d) The teacher develops and applies conceptual models to describe the natural world.
- 4(e) The teacher tests and evaluates physical models through direct comparison with the phenomena via laboratory and field activities and demonstrations.
- 4(f) The teacher utilizes the appropriate mathematical principles in examining and describing models for explaining physical phenomena.

***Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.***

***Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.***

***Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross- disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.***

***Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.***

***Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.***

***Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.***

## IDAHO FOUNDATION STANDARDS FOR SOCIAL STUDIES TEACHERS

Social Studies teachers must meet Idaho Core Teacher Standards and Idaho Foundations Standards for Social Studies Teachers and one of the following: (1) Idaho Standards for Economics Teachers, (2) Idaho Standards for Geography Teachers, (3) Idaho Standards for Government and Civics Teachers, (4) Idaho Standards for History Teachers. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the Social Studies Teacher Standards are widely recognized, but not all-encompassing or absolute, indicators that teacher candidates have met the standards. The evidence validating candidates' ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how candidates view the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

***Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

### Knowledge

- 1(a) The teacher understands the influences that contribute to intellectual, social, and personal development.
- 1(b) The teacher understands the impact of learner environment on student learning.

### Performance

- 1(c) The teacher provides opportunities for learners to engage in civic life, politics, and government.

***Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.***

***Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.***

***Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

**Knowledge**

- 4(a) The teacher has a broad knowledge base of the social studies and related disciplines (e.g., history, economics, geography, political science, behavioral sciences, humanities).
- 4(b) The teacher understands how and why various governments and societies have changed over time.
- 4(c) The teacher understands how and why independent and interdependent systems of trade and production develop.
- 4(d) The teacher understands the impact that cultures, religions, technologies, social movements, economic systems, and other factors have on civilizations, including their own.
- 4(e) The teacher understands the responsibilities and rights of citizens in the United States of America's political system, and how citizens exercise those rights and participate in the system.
- 4(f) The teacher understands how geography affects relationships between people, and environments over time.
- 4(g) The teacher understands how to identify primary and secondary sources (i.e., documents, artifacts, maps, graphs, charts, tables, statistical data) in interpreting social studies concepts.

**Performance**

- 4(h) The teacher compares and contrasts various governments and cultures in terms of their diversity, commonalties, and interrelationships.
- 4(i) The teacher incorporates methods of inquiry and scholarly research into the curriculum.

***Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.***

**Knowledge**

- 5(a) The teacher incorporates current events and historical knowledge, to guide learners as they predict how people from diverse global and cultural perspectives may experience and interpret the world around them.
- 5(b) The teacher understands how to effectively analyze the use of primary and secondary sources in interpreting social studies concepts.

**Performance**

- 5(c) The teacher demonstrates and applies chronological historical thinking.
- 5(d) The teacher integrates knowledge from the social studies in order to prepare learners to live in a world with limited resources, cultural pluralism, and increasing interdependence.
- 5(e) The teacher uses and interprets primary and secondary sources (i.e., documents, artifacts, maps, graphs, charts, tables) when presenting social studies concepts.

***Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.***

***Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.***

***Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.***

#### **Knowledge**

- 8(a) The teacher understands strategies for clear and coherent reading, speaking, listening, and writing within the context of social studies, consistent with approved 6-12 standards.

#### **Performance**

- 8(b) The teacher fosters clear and coherent learner reading, speaking, listening, and writing skills within the context of social studies, consistent with approved 6-12 standards.

***Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.***

***Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.***

## IDAHO STANDARDS FOR ECONOMICS TEACHERS

All teacher preparation programs are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s). In addition to the standards listed here Economics teachers must meet Idaho Foundation Standards for Social Studies teachers. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the Economics teacher standards are widely recognized, but not all-encompassing or absolute, indicators that teacher preparation programs have met the standards. The evidence validating candidates' ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how candidates view the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

***Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

***Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.***

***Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.***

***Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

### Knowledge

- 4(a) The teacher understands basic economic concepts and models (e.g., scarcity, opportunity cost, productive resources, voluntary exchange, supply and demand credit/debt, market incentives, interest rate, imports/exports).
- 4(b) The teacher understands economic indicators (e.g., unemployment, inflation, GDP) in assessing the health of the economy.
- 4(c) The teacher understands the functions and characteristics of money.

- 4(d) The teacher understands economic systems and the factors that influence each system (e.g., culture, values, belief systems, environmental and geographic impacts, and technology).
- 4(e) The teacher knows different types of economic institutions and how they differ from one another (e.g., market structures, stock markets, banking institutions, labor unions).
- 4(f) The teacher understands how economic institutions shaped history and influence current economic practices.
- 4(g) The teacher understands the principles of sound personal finance and personal investment.
- 4(h) The teacher understands fiscal and monetary policy.

**Performance**

- 4(i) The teacher demonstrates comprehension, analysis, and relevance of economic principles and concepts.
- 4(j) The teacher engages learners in the application of economic concepts in their roles as consumers, producers, and workers.
- 4(k) The teacher employs and promotes learner use of graphs, models, and equations to illustrate economic concepts.
- 4(l) The teacher illustrates how economic indicators influence historic and current policy.
- 4(m) The teacher provides examples of the principles of business organizations and entrepreneurship.
- 4(n) The teacher fosters understanding of the important role of economic systems on economic growth.
- 4(o) The teacher develops learner understanding of economic issues through application of cost/benefit analyses.
- 4(p) The teacher conveys the importance and implications of the global marketplace.

***Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.***

***Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.***

***Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.***

*Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.*

*Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.*

*Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.*

## IDAHO STANDARDS FOR GEOGRAPHY TEACHERS

All teacher preparation programs are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s). In addition to the standards listed here Geography teachers must meet Idaho Foundation Standards for Social Studies teachers. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the Geography teacher standards are widely recognized, but not all-encompassing or absolute, indicators that teacher preparation programs have met the standards. The evidence validating candidates' ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how candidates view the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

***Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

***Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.***

***Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.***

***Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

### Knowledge

- 4(a) The teacher understands the five themes of geography (movement, region, human environment interaction, location, and place) and how they are interrelated.
- 4(b) The teacher understands the characteristics and functions of globes, atlases, maps, map projections, aerial photographs, satellite images, global positioning systems (GPS), geographic information systems (GIS), newspapers, journals, and databases.



**Performance**

- 4(c) The teacher uses past and present events to interpret political, physical, and cultural patterns.
- 4(d) The teacher connects the earth's dynamic physical systems to its impact on humans.
- 4(e) The teacher connects population dynamics and distribution to physical, cultural, historical, economic, and political circumstances.
- 4(f) The teacher connects the earth's physical systems and varied patterns of human activity to world environmental issues.
- 4(g) The teacher incorporates geographic resources (e.g., globes, atlases, maps, map projections, aerial photographs, satellite images, global positioning systems (GPS), geographic information systems (GIS), newspapers, journals, and databases).

***Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.***

***Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.***

***Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.***

***Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.***

***Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.***

***Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.***

## IDAHO STANDARDS FOR AMERICAN GOVERNMENT/POLITICAL SCIENCE TEACHERS

All teacher preparation programs are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s). In addition to the standards listed here government and civics teachers must meet Idaho Foundation Standards for Social Studies teachers. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the American Government/Political Science teacher standards are widely recognized, but not all-encompassing or absolute, indicators that teacher preparation programs have met the standards. The evidence validating candidates' ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how candidates view the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

***Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

***Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.***

***Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.***

***Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

### Knowledge

- 4(a) The teacher understands the relationships between civic life, politics, and government.
- 4(b) The teacher understands the political spectrum and factors that affect individual political views and behavior.
- 4(c) The teacher understands the purpose and foundations of government and constitutional principles of the United States of America's political system.

- 4(d) The teacher understands the organization of local, state, federal, and tribal governments, how power has evolved, and how responsibilities are organized, distributed, shared, and limited as defined by the Constitution of the United States of America.
- 4(e) The teacher understands the importance of international relations (e.g., evolution of foreign policy, national interests, global perspectives, international involvements, human rights, economic impacts, environmental issues).
- 4(f) The teacher understands the role of elections, political parties, interest groups, media (including social), and public policy (foreign and domestic) in shaping the United States of America's political system.
- 4(g) The teacher understands the civic responsibilities and rights of all individuals in the United States of America (e.g., individual and community responsibilities, participation in the political process, rights and responsibilities of non-citizens, the electoral process).
- 4(h) The teacher understands different forms of government found throughout the world.

**Performance**

- 4(i) The teacher assists learners in developing an understanding of citizenship and promotes learner engagement in civic life, politics, and government.
- 4(j) The teacher demonstrates comprehension and analysis of the foundations and principles of the United States of America political system and the organization and formation of the United States of America government.
- 4(k) The teacher demonstrates comprehension and analysis of United States of America foreign policy and international relations.
- 4(l) The teacher integrates global perspectives and current events into the study of civics and government.
- 4(m) The teacher engages learners in civil discourse and promotes its use in a democratic society.

***Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.***

***Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.***

*Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.*

*Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.*

*Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.*

*Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.*

## IDAHO STANDARDS FOR HISTORY TEACHERS

All teacher preparation programs are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s). In addition to the standards listed here history teachers must meet Idaho Foundation Standards for Social Studies teachers. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the History teacher standards are widely recognized, but not all-encompassing or absolute, indicators that teacher preparation programs have met the standards. The evidence validating candidates' ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how candidates view the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

***Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

***Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.***

***Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.***

***Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

### **Knowledge**

- 4(a) The teacher understands themes and concepts in history (e.g., exploration, expansion, migration, immigration).
- 4(b) The teacher understands the political, social, cultural, and economic responses to industrialization and technological innovation.
- 4(c) The teacher understands how international and domestic relations impacted the development of the United States of America.

- 4(d) The teacher understands how significant compromises, conflicts, and events defined and continue to define the United States of America.
- 4(e) The teacher understands the political, social, cultural, and economic development of the United States of America.
- 4(f) The teacher understands the political, social, cultural, and economic development of the peoples of the world.
- 4(g) The teacher understands the impact of gender, race, ethnicity, religion, and national origin on history.
- 4(h) The teacher understands the appropriate use of primary and secondary sources (i.e., documents, artifacts, maps, graphs, charts, tables, statistical data) in interpreting social studies concepts, historical perspectives, and biases.

**Performance**

- 4(i) The teacher makes chronological and thematic connections between political, social, cultural, and economic concepts.
- 4(j) The teacher incorporates the issues of gender, race, ethnicity, religion, and national origin into the examination of history.
- 4(k) The teacher facilitates student inquiry regarding international relationships.
- 4(l) The teacher relates the role of compromises and conflicts to continuity and change across time.
- 4(m) The teacher demonstrates an ability to research, analyze, evaluate, and interpret historical evidence.
- 4(n) The teacher incorporates the appropriate use of primary and secondary sources (i.e., documents, artifacts, maps, graphs, charts, tables, statistical data) in interpreting social studies concepts, historical perspectives, and biases.

***Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.***

***Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.***

***Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.***

***Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.***

*Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.*

*Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.*

IDAHO STANDARDS FOR SOCIAL STUDIES TEACHERS

Teachers with a social studies endorsement must meet the following Idaho Standards:

1. *Idaho Core Teacher Standards AND*
2. *Foundation Social Studies Standards AND*
3. *History Standards OR*
4. *Government and Civics Standards OR*
5. *Economics Standards OR*
6. *Geography Standards*



## IDAHO STANDARDS FOR TEACHER LEADERS

The following knowledge and performance statements for the Standards for teacher leaders are widely recognized, but not all-encompassing or absolute, indicators that teacher leader candidates have met the standards. The evidence validating candidates' ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how the candidate views the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

~~This language was written by a committee of content experts and has been adopted verbatim.~~

**Standard 1: Understanding Adults as Learners to Support Professional Learning Communities -**  
*The teacher leader understands how adults acquire and apply knowledge and uses this information to promote a culture of shared accountability-responsibility for school outcomes ~~that maximizes teacher effectiveness, promotes collaboration, enlists colleagues to be part of a leadership team, and drives continuous improvement in instruction and student learning.~~*

**Knowledge: The teacher leader demonstrates knowledge of:**

- 1(a) ~~The differences in knowledge acquisition and transfer~~ Learning theory for ~~children and~~ adults.
- 1(b) Stages of career development and learning for colleagues and application of the concepts of adult learning to the design and implementation of professional development frameworks.
- ~~1(c) Effective use of individual interactions, structures and processes for collaborative work including networking, facilitation, team building, and conflict resolution.~~
- ~~1(d) Effective listening, oral communication, presentation skills, and expression in written communication.~~
- ~~1(e) Research and exemplary practice on "organizational change and innovation".~~
- ~~1(f) The process of development of group goals and objectives.~~

**Performance: The teacher leader:**

- ~~1(g)~~ 1(c) ~~Demonstrates knowledge and skills for~~ Models and facilitates high quality professional learning for individuals as well as groups ~~and assesses teachers' content knowledge and skills throughout professional learning.~~
- ~~1(h)~~ 1(d) ~~Improves~~ Supports colleagues' ~~acquisition and application of knowledge and skills~~ differentiated professional growth.

- ~~1(i) Fosters mutually respectful and productive relationships among colleagues and guides purposeful collaborative interactions, inclusive of team members' ideas and perspectives.~~
- ~~1(j) Uses effective communication skills and processes.~~
- ~~1(k) Demonstrates the ability to adapt to the contextual situation and make effective decisions, demonstrates knowledge of the role of creativity, innovation, and flexibility in the change process.~~
- ~~1(l) Facilitates development of a responsive culture with shared vision, values, and responsibility and promotes team-based responsibility for assessing and advancing the effectiveness of practice.~~

**Standard 2: Accessing and Using Research to Improve Professional Practice ~~and Student Achievement~~** *The teacher leader understands how educational research is used to create new knowledge, promote support specific policies and practices, improve instructional practice and make inquiry a critical component in teacher learning and school redesign culture; and uses this knowledge to model and facilitate colleagues' use of appropriate research-based strategies and data-driven action plans.*

**Knowledge: The teacher leader demonstrates knowledge of:**

- 2(a) Action research methodology.
- 2(b) Analysis of research data and development of a data-driven action plan that reflects relevance and rigor.
- 2(c) Implementation strategies for research-based change and for dissemination communication of findings for programmatic changes.
- ~~2(c)~~2(d) Identification of high quality research.

**Performance: The teacher leader:**

- ~~2(d)~~2(e) Models and facilitates relevant and targeted action research and engages colleagues in identifying research questions and designing and conducting action research to improve educational outcomes.
- ~~2(e)~~2(f) Models and facilitates analysis and application of research findings for informed decision making to improve ~~educational~~ outcomes with a focus on increased productivity, and effectiveness ~~and accountability~~.
- 2(g) Assists with application and supports dissemination communication of action research findings to improve educational outcomes.
- ~~2(f)~~2(h) Accesses high quality research from various resources.

**Standard 3: Promoting Supporting Professional Learning ~~for Continuous Improvement~~** *The teacher leader understands the constantly evolving nature of teaching and learning, ~~new and emerging technologies and changing community demographics~~; and uses this knowledge to ~~promote and facilitate structured and job-embedded professional learning initiatives aligned to school improvement goals.~~*

**Knowledge: The teacher leader demonstrates knowledge of:**

- 3(a) The standards of high quality professional development and their relevance to improved learning.
- 3(b) Effective use of professional development needs assessment, designs, protocols, and evaluation tools; selection and evaluation of resources appropriate to the identified need(s) along the professional career continuum.
- 3(c) ~~The role of 21st century skills and~~ Appropriate technologies to support collaborative and differentiated professional learning for continuous improvement in educational practice.
- 3(d) The role of shifting cultural demographics in educational practice.

**Performance: The teacher leader:**

- 3(e) Accurately identifies the professional development needs and opportunities for colleagues in the service of improving education.
- 3(f) Works with staff and staff developers to design and implement ongoing professional learning based on assessed teacher and student needs and involves colleagues in development and implementation of a coherent, systemic, and integrated approach to professional development aligned with school improvement goals.
- 3(g) ~~Utilizes and facilitates the use of technology, statewide student management system, and media literacy as appropriate.~~ Uses appropriate technologies to support collaborative and differentiated professional learning.
- 3(h) Continually assesses the effectiveness of professional development activities and adjusts appropriately.

***Standard 4: Facilitating Improvements in Instruction and Student Learning - The teacher leader demonstrates a deep understanding of the teaching and learning process and uses this knowledge to advance the professional skills of colleagues by being a continuous learner, modeling reflective practice ~~based on student results~~, and working collaboratively with colleagues to ensure instructional practices are aligned to a shared vision, mission and goal.***

**Knowledge: The teacher leader demonstrates knowledge of:**

- 4(a) Research-based curriculum, instruction, and assessment and their alignment with desired outcomes.
- 4(b) The Idaho Framework for Teaching, effective observation and strategies for providing instructional feedback.
- 4(c) Role and use of critical reflection in improving professional practice.
- 4(d) Effective use of individual interactions, structures, and processes for creating a collaborative culture including networking, facilitation, team building, goal setting, and conflict resolution.

~~4(c)~~4(e) Effective listening, oral communication, presentation skills, and expression in written communication.

**Performance: The teacher leader:**

~~4(d)~~4(f) Recognizes, analyzes, and works toward improving the quality of colleagues' professional and instructional practices.

~~4(e)~~4(g) Based upon the Idaho Framework for Teaching, ~~has proof of~~ demonstrates proficiency in recognizing effective teaching and uses effective observation techniques to identify opportunities to improve curriculum, instruction, and assessment.

~~4(f)~~4(h) Provides observational feedback that demonstrates the intent to improve curriculum, instruction, and assessment.

4(i) Develops, leads and promotes a culture of self-reflection and reflective dialogue.

4(j) Fosters mutually respectful and productive relationships among colleagues and guides purposeful collaborative interactions, inclusive of team members' ideas and perspectives.

4(k) Models effective communication skills and processes.

~~4(g)~~4(l) Facilitates development of a responsive culture with shared vision, values, and responsibility and promotes team-based responsibility for assessing and advancing the effectiveness of practice

*Standard 5: Using Assessments and Data for School and District Improvement - The teacher leader is knowledgeable about current research on assessment methods, designing and/or selecting effective formative and summative assessment practices and use of assessment data to make informed decisions that improve student ~~learning~~growth; and uses this knowledge to promote appropriate strategies that support continuous and sustainable organizational improvement.*

**Knowledge: The teacher leader demonstrates knowledge of:**

5(a) Design and selection of ~~suitable~~ targeted ~~evaluation instruments~~ and effective assessment instruments and ~~assessment~~ practices for a range of purposes.

5(b) Use of formative and summative data to inform the continuous improvement process.

5(c) Analysis and interpretation of data from multiple sources.

**Performance: The teacher leader:**

5(d) Informs and facilitates colleagues' selection or design of ~~suitable evaluation~~ targeted assessment instruments to generate data that will inform instructional improvement.

5(e) Models use of formative and summative data to inform the continuous improvement process.

5(f) Informs and facilitates colleagues' interpretation of data and application of findings from multiple sources (e.g., standardized assessments, demographics ~~and other~~).

*Standard 6: Improving Outreach and Collaboration with Families and Community - The teacher leader understands that families, cultures and communities have a significant impact on educational processes and student achievement and uses this knowledge to ~~promote~~support frequent and ~~more~~ effective outreach with families, community members, business and community leaders, and other stakeholders in the education system.*

**Knowledge: The teacher leader demonstrates knowledge of:**

- ~~6(a) — Child development and conditions in the home, culture and community and their influence on educational processes.~~
- ~~6(b)~~6(a) Contextual and cultural considerations of the student, family, school, and community and their ~~interaction with~~influence on educational processes.
- ~~6(c)~~6(b) Effective strategies for involvement of families and other stakeholders as part of a responsive culture.

**Performance: The teacher leader:**

- ~~6(d) — Develops colleagues' abilities to form effective relationships with families and other stakeholders.~~
- ~~6(e)~~6(c) Recognizes, responds, and adapts to contextual and cultural considerations to create effective interactions among students, families, communities, and schools.
- ~~6(d)~~ Improves educational outcomes by pPromotes effective interaction and involvement of teachers, families, and stakeholders in the educational process.
- ~~6(f)~~6(e) Fosters colleagues' abilities to form effective relationships with families and other stakeholders.

*Standard 7: Advocating for Students, Community, Learning and the Profession - The teacher leader understands how educational policy is made at the local, state, and national level as well as the roles of school leaders, boards of education, legislators, and other stakeholders in formulating those policies; and uses this knowledge to advocate for student needs and for practices that support effective teaching and ~~increase~~ student growthlearning and to serve as an individual of influence and respect within the school, community, and profession.*

**Knowledge: The teacher leader demonstrates knowledge of:**

- ~~7(a) — Effective identification and interpretation of data, research findings, and exemplary practices.~~
- ~~7(b) — Alignment of opportunities with identified needs and how to synthesize information to support a proposal for educational improvement.~~
- ~~7(c)~~7(a) The fluidity of local, state, and national policy decisions and their influence on instruction.
- ~~7(d)~~7(b) The process ~~to impact~~and the roles of stakeholders, who influence policy, and how to advocate on behalf of students and the community.

**Performance: The teacher leader:**

~~7(e) Identifies and evaluates needs and opportunities.~~

~~7(f) Generates ideas to effectively address solutions/needs.~~

~~7(g)~~7(c) Analyzes the feasibility of potential solutions and relevant policy context.

~~7(h)~~7(d) Advocates effectively and responsibly to relevant audiences for realization of opportunities.

**Standards 8: Understanding Systems Thinking – The teacher leader understands systems change processes, organizational change, and the teacher leader’s role as a change agent.**

**Knowledge: The teacher leader demonstrates knowledge of:**

8(a) Working effectively within an educational system, including an understanding of layers and power structures within the system.

8(b) How to develop dynamic relationships in a variety of situations, including dealing effectively with resistance to change.

8(c) Theories and processes for organizational change and the teacher leader’s role in facilitating change.

**Performance: The teacher leader:**

8(d) Identifies the decision makers and the resource allocations available to them.

8(e) Establishes and cultivates dynamic relationships in a variety of situations.

8(f) Sets achievable goals and creates a plan to implement them with an effective message to mobilize others into action.

## IDAHO STANDARDS FOR TEACHER LIBRARIANS

In addition to the standards listed here, teacher librarians must meet Idaho Core Teacher Standards. The evidence validating candidates' ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how the candidate views the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

The school library is a classroom that serves as the instructional center of the school and needs the expertise of a professionally trained teacher librarian. The teacher librarian is an experienced classroom teacher with additional specialized training in the discipline of school librarianship.

In the rapidly evolving library landscape, teacher librarians promote and provide information literacy expertise in collaboration with the school community.

The management of a school library requires a special set of skills above and beyond those of a classroom teacher. Collection development and management, cataloging and resource sharing, technology use and maintenance, budgeting, ethical and effective information management, supervision of staff and volunteers, and providing ongoing professional development for staff are just some of the unique expectations for teacher librarians.

This document utilizes language and ideas adapted from the Idaho Standards for Library Science Teachers (2007) and the ALA/AASL Standards for Initial Preparation of School Librarians (2010).

***Standard 1: Learner Development - The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

### Knowledge

- ~~1(a) — The teacher librarian is an effective teacher with knowledge of learners and learning.~~
- ~~1(b) — The teacher librarian is aware of reading and information materials in a variety of formats that support the diverse developmental, cognitive, social, emotional, and linguistic needs of K-12 students and their communities.~~
- ~~1(c) — The teacher librarian recognizes the importance of developmentally appropriate and challenging learning experiences.~~

### Performance

- ~~1(d) — The teacher librarian develops a collection of reading and information materials in a variety of formats that support the diverse developmental, cognitive, social, emotional, and linguistic needs of K-12 students and their communities.~~



- ~~1(e) The teacher librarian collaborates with all members of the learning community to help meet individual learner needs.~~
- ~~1(f) The teacher librarian supports the staff by locating and providing resources that enable members of the learning community to become effective users of ideas and information.~~
- ~~1(g) The teacher librarian, independently and in collaboration with other teachers, designs and implements developmentally appropriate and challenging learning experiences.~~

**Standard 2: Learning Differences - The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.**

**Knowledge**

- 2(a) The teacher librarian is aware of and respects the diverse cultures within the entire learning community.
- 2(b) The teacher librarian is aware of reading and information materials in a variety of formats that support the diverse cultural, developmental, cognitive, social, emotional, and linguistic needs of K-12 students and their communities, and cultures.
- 2(c) The teacher librarian recognizes the importance of culturally significant learning and reading experiences.

**Performance**

- 2(d) The teacher librarian develops a collection of reading and information materials in a variety of formats that support the diverse cultural and communities, developmental, cognitive, social, emotional, and linguistic needs of K-12 students and their communities.
- 2(e) The teacher librarian works with all members of the learning community to help determine and locate appropriate materials to respect their cultural diversity.

**Standard 3: Learning Environments - The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.**

**Knowledge**

- 3(a) The teacher librarian has an understanding of evolving library spaces that provide a positive, productive learning environment, with enough time and space for all members of the learning community to access and utilize resources and technology.
- 3(b) The teacher librarian knows the importance of a balanced, organized, and varied library collection that supports curricula, fulfills diverse student, staff, and community needs, and brings a global perspective into the school environment.

**Performance**



- 3(c) The teacher librarian creates a positive environment to promote and model the habit of lifelong reading and learning.
- 3(d) The teacher librarian supports flexible, open access for library services.
- 3(e) The teacher librarian demonstrates the ability to develop solutions for addressing physical, social and intellectual barriers to equitable access to resources and services.
- 3(f) The teacher librarian facilitates access to information in a variety of formats.
- 3(g) The teacher librarian organizes, allocates, and manages the library resources, facilities, and materials to foster a user-friendly environment.

~~3(h) The teacher librarian provides a respectful, positive, and safe climate.~~

~~3(i)~~ 3(h) The teacher librarian models and facilitates the effective use of current and emerging digital literacy tools and technology.

~~3(i)~~ 3(i) The teacher librarian proactively manages the unpredictable traffic flow, accounting for academic visits, drop-in traffic, and patron visits during non-instructional times, enforcing school expectations while maintaining a positive climate.

***Standard 4: Content Knowledge - The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

#### **Knowledge**

4(a) The teacher librarian understands the documents and policies that promote intellectual freedom and freedom of expression.

4(b) The teacher librarian understands copyright laws, plagiarism, and fair use standards.

~~4(b)~~ 4(c) The teacher librarian understands the concepts of information literacy (e.g., reading, information, media, ~~computer~~ digital, and visual literacies, including social media).

~~4(c)~~ 4(d) The teacher librarian is familiar with a wide range of children's, young adult, and professional literature in multiple formats and languages to support reading for information, pleasure, and lifelong learning.

~~4(d)~~ 4(e) The teacher librarian understands the process of cataloging and classifying library materials using professional library standards.

~~4(e)~~ 4(f) The teacher librarian understands the process of information retrieval and resource sharing.

~~4(f)~~ 4(g) The teacher librarian understands management techniques, including time management and supervision that ensure the efficient operation of the school library.

~~4(g)~~ 4(h) The teacher librarian understands the principles of basic budget planning, and collection development (e.g., selection, processing, and discarding), and. ~~The teacher librarian understands the grant application process.~~

4(i) The teacher librarian understands the importance of policies and procedures that support teaching and learning in school libraries.

~~4(h)~~4(j) The teacher librarian understands the importance of their role in developing and promoting reading (e.g., reading aloud to students and book talks).

#### Performance

~~4(i)~~4(k) The teacher librarian adheres to the legal and ethical tenets expressed in the ALA Policy on Confidentiality of Library Records, Privacy: An Interpretation of the Library Bill of Rights, and the ALA Code of Ethics.

~~4(j)~~4(l) The teacher librarian teaches and models the concepts of information literacy (e.g., reading, information, media, ~~computer~~digital, and visual literacies, including social media).

~~4(k)~~4(m) The teacher librarian reads, recommends, and promotes a wide and diverse range of children's and young adult literature in multiple formats that reflect cultural diversity to foster habits of creative expression and support reading for information, pleasure, and lifelong learning.

~~4(l)~~4(n) The teacher librarian catalogs and classifies library materials using professional library standards.

~~4(m)~~4(o) The teacher librarian initiates and participates in resource sharing with public, academic, and special libraries, and with networks and library consortia.

~~4(n)~~4(p) The teacher librarian organizes, allocates, and manages the library resources, facilities, time, activities, and materials to provide a broad range of opportunities for learning.

~~4(o)~~4(q) The teacher librarian administers and trains staff to ensure an effective school library program.

~~4(p)~~4(r) The teacher librarian utilizes best practices to plan and budget resources in a fiscally responsible manner.

4(s) The teacher librarian uses professional ~~publications~~resources that provide guidance in the selection of quality materials and ~~to~~ maintains current awareness of ~~the emerging in~~ the library field.

~~4(q)~~4(t) The teacher librarian supports the staff by locating and providing resources that enable members of the learning community to become effective users of ideas and information.

~~4(r)~~4(u) The teacher librarian develops, implement, and evaluate policies and procedures that support teaching and learning in school libraries.

***Standard 5: Application of Content - The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.***

#### Knowledge

- 5(a) The teacher librarian understands the scope and sequence of curricula, how they interrelate, and the information resources needed to support them.
- 5(b) The teacher librarian has a wide range of cross-curricular interests and a broad set of interdisciplinary research skills.

**Performance**

- 5(c) The teacher librarian participates on collaborative teaching teams as a peer or leader to integrate information skills, provide access to resources, and promote effective use of technology across the curriculum.
- 5(d) The teacher librarian models and instructs multiple strategies for students, other teachers, and administrators to locate, select, evaluate, and ethically use information for specific purposes.
- ~~5(e) The teacher librarian reads, recommends, and promotes a wide and diverse range of children's and young adult literature in multiple formats that reflect cultural diversity to foster habits of creative expression and support reading for information, pleasure, and lifelong learning.~~
- ~~5(f)~~ 5(e) The teacher librarian determines collection development needs based on a variety of input, including curricula, patron input, circulation statistics, and professional reading resources.
- ~~5(g)~~ 5(f) The teacher librarian promotes appropriate use of relevant and reliable information and instruction technologies.

***Standard 6: Assessment - The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.***

**Knowledge**

- 6(a) The teacher librarian understands many methods of assessing the library program.
- 6(b) The teacher librarian has an awareness of a wide variety of formative and summative assessment strategies to monitor student progress.

**Performance**

- 6(c) The teacher librarian communicates and collaborates with students, teachers, administrators, and community members to develop a library program that aligns resources, services, and standards with the school's mission.
- 6(d) The teacher librarian makes effective use of data and information to assess how the library program addresses the needs of diverse communities.
- 6(e) The teacher librarian collaborates with other teachers to create student assessment opportunities in a variety of formats.

***Standard 7: Planning for Instruction - The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum,***

*cross- disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.*

**Knowledge**

- 7(a) The teacher librarian understands how to develop and implement the school library program that ~~mission, goals, objectives, policies, and procedures that~~ reflect<sup>s</sup> the mission, goals, and objectives of the school.
- 7(b) The teacher librarian understands effective principles of teaching and learning in collaborative partnership with other educators.
- 7(c) The teacher librarian acknowledges the importance of participating in curriculum development.

**Performance**

- 7(d) The teacher librarian develops and implements the school library mission, goals, objectives, policies, and procedures.
- 7(e) The teacher librarian identifies appropriate services, resources, and technology to meet diverse learning needs.
- 7(f) The teacher librarian includes a variety of reading and information materials in instruction and prompts students through questioning techniques to improve performance.
- 7(g) The teacher librarian collaborates with other teachers as they create, implement, and evaluate lessons, and models the use of information tools to meet the developmental and individual needs of diverse students.
- 7(h) The teacher librarian uses appropriate print and/or electronic instructional resources to design learning experiences.
- 7(i) The teacher librarian models, shares, and promotes effective principles of teaching and learning in collaborative partnership with other educators.
- 7(j) The teacher librarian engages in school improvement processes by offering professional development to other educators as it relates to library and information use.

***Standard 8: Instructional Strategies - The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.***

**Knowledge**

- 8(a) The teacher librarian understands how twenty-first century literacy skills support the learning needs of the school community.
- 8(b) The teacher librarian recognizes that the effective use of current and emerging digital tools to locate, analyze, evaluate, and use information resources will support researching, learning, creating, and communicating in a digital society.

**Performance**

- 8(c) The teacher librarian designs and adapts relevant learning experiences that engage students in authentic learning through the use of digital tools and resources.
- 8(d) The teacher librarian stimulates critical thinking through the skillful use of questioning techniques, and guides students and staff in the selection of materials and information for reading, writing, viewing, speaking, listening, and presenting.
- 8(e) The teacher librarian provides opportunities to foster and model higher order thinking skills and metacognition.
- 8(f) The teacher librarian provides access to information from a variety of sources to enrich learning for students and staff.
- 8(g) The teacher librarian uses appropriate instructional resources in a variety of formats to design learning experiences.
- 8(h) The teacher librarian employs strategies to integrate multiple literacies with content curriculum.
- 8(i) The teacher librarian integrates the use of emerging technologies as a means for effective and creative teaching and to support K-12 students' conceptual understanding, critical thinking and creative processes.
- 8(j) The teacher librarian collaborates with classroom teachers to reinforce a wide variety of reading instructional strategies to ensure K-12 students are able to create meaning from text.
- 8(k) The teacher librarian serves all members of the learning community as facilitator, coach, guide, listener, trainer, and mentor.
- ~~8(k)~~8(l) The teacher librarian designs and implements developmentally appropriate and challenging learning experiences, both independently and in collaboration with other teachers.

***Standard 9: Professional Learning and Ethical Practice - The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.***

**Knowledge**

- 9(a) The teacher librarian understands the documents and policies that promote intellectual freedom and freedom of expression.
- 9(b) The teacher librarian understands the parameters of information access, resource sharing, and ownership based on principles of intellectual freedom and copyright guidelines.
- 9(c) The teacher librarian understands confidentiality issues related to library records.

- 9(d) The teacher librarian recognizes the importance of evaluating practice for improvement of the school library program.

**Performance**

- 9(e) The teacher librarian practices the ethical principles of the profession, advocates for intellectual freedom and privacy, and promotes and models digital citizenship and responsibility.
- 9(f) The teacher librarian educates the school community on the ethical use of information and ideas.
- 9(g) The teacher librarian uses evidence-based research to collect, interpret, and use data to improve practice in school libraries.
- 9(h) The teacher librarian models a strong commitment to the profession by participating in professional growth and leadership opportunities, ~~through~~ such as professional learning communities, membership in library associations, attendance at professional conferences, and reading professional publications, ~~and exploring Internet resources~~.
- 9(i) The teacher librarian uses professional ~~publications~~ resources to keep current in the field and to assist in the selection of quality materials.

***Standard 10: Leadership and Collaboration - The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.***

**Knowledge**

- 10(a) The teacher librarian understands various communication and public relations strategies.
- 10(b) The teacher librarian understands the role and relationship of the school library program's impact on student academic achievement within the context of current educational initiatives.
- 10(c) The teacher librarian recognizes the value of sharing expertise with ~~others~~ colleagues in the field.

**Performance**

- 10(d) The teacher librarian models and promotes lifelong reading for purposes of seeking information, knowledge, pleasure, and learning.
- 10(e) The teacher librarian collaborates with colleagues and students to assess, interpret, and enhance the learning environment through improved communication techniques information.
- ~~10(f) The teacher librarian works with colleagues to empower students with effective communication techniques and strategies.~~

~~10(g)~~ The teacher librarian advocates for the school library program and the library profession.

~~10(h)~~ 10(f) The teacher librarian participates in decision-making groups to continually improve library services.

~~10(i)~~ 10(g) The teacher librarian participates on collaborative teaching teams as a peer or leader to integrate information skills, provide access to resources, and promote effective use of technology across the curriculum.

~~10(j)~~ 10(h) The teacher librarian demonstrates the ability to establish connections with other libraries and to strengthen cooperation among library colleagues for resource sharing, networking, and facilitating access to information.

~~10(k)~~ 10(i) The teacher librarian articulates the role and relationship of the school library program's impact on student academic achievement within the context of current educational initiatives.

~~10(l)~~ 10(j) The teacher librarian identifies stakeholders within and outside the school community who impact the school library program.

~~10(m)~~ 10(k) The teacher librarian advocates for school library and information programs, resources, ~~and~~ services, and the library profession.

~~10(n)~~ 10(l) The teacher librarian seeks to share expertise with others through in-service, local conferences and other venues.

## IDAHO FOUNDATION STANDARDS FOR VISUAL AND PERFORMING ARTS TEACHERS

All teacher candidates are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s) at the “acceptable” level or above. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the Visual and Performing Arts Teacher Standards are widely recognized, but not all-encompassing or absolute, indicators that teacher candidates have met the standards. The evidence validating candidates’ ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate’s disposition. Professional dispositions are how candidates view the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

***Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

***Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.***

### Knowledge

- 2(a) The teacher understands the impact of the arts on students with exceptional needs, including those associated with disabilities, giftedness, second language acquisition, and at-risk students.

***Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.***

***Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

### Knowledge

- 4(a) The teacher understands the history and foundation of arts education.
- 4(b) The teacher understands the processes and content of the arts discipline being taught.



- 4(c) The teacher understands how to observe, describe, interpret, critique, and assess the arts discipline being taught.
- 4(d) The teacher understands the cultural, historical, and contemporary contexts surrounding works of art.
- 4(e) The teacher understands that the arts communicate, challenge, and influence culture and society.
- 4(f) The teacher understands the aesthetic purposes of the arts and that arts involve a variety of perspectives and viewpoints.
- 4(g) The teacher understands how to select and evaluate a range of artistic subject matter and ideas appropriate for students' personal and/or career interests.
- 4(h) The teacher understands connections between art curriculum and vocational opportunities.

**Performance**

- 4(i) The teacher instructs, demonstrates, and models technical and expressive proficiency in the particular arts discipline being taught.

***Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.***

**Knowledge**

- 5(a) The teacher understands the relationships between the arts and how the arts are vital to all content areas.

**Performance**

- 5(b) The teacher engages students in identifying relationships between the arts and other content areas.
- 5(c) The teacher instructs students in making observations, interpretations, and judgments about their own artworks and the works of other artists.

***Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.***

**Knowledge**

- 6(a) The teacher understands assessment strategies specific to creating, performing, and responding.
- 6(b) The teacher understands how arts assessments strategies (e.g., portfolio, critique, performance/presentation) specific to the arts enhance evaluation, as well as student knowledge and performance.

**Performance**

- 6(c) The teacher assesses student work specific to creating, performing, and responding.

***Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross- disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.***

**Knowledge**

- 7(a) The teacher understands that instructional planning for the arts teacher includes acquisition and management of materials, technology, equipment, and use of physical space.

***Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.***

***Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.***

**Knowledge**

- 9(a) The teacher understands regulations regarding copyright laws.

***Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.***

**Knowledge**

- 10(a) The teacher understands appropriate administrative, financial, management, and organizational aspects specific to the school/district arts program and its community partners.
- 10(b) The teacher understands the unique relationships between the arts and their audiences.

**Performance**

- 10(c) The teacher promotes the arts for the enhancement of the school, the community, and society.
- 10(d) The teacher selects and creates art exhibits and performances that are appropriate for different audiences.

***Standard 11: Safety and Management - The teacher creates a safe, productive physical learning environment, including management of tools, supplies, equipment, and space.***

**Knowledge**

- 11(a) The teacher knows the procedures for safely handling, operating, storing, and maintaining the tools and equipment appropriate to his or her arts discipline.
- 11(b) The teacher understands the use and management of necessary performance and exhibit tools and equipment specific to his or her discipline.

**Performance**

- 11(c) The teacher established procedures that ensure students have the skills and knowledge necessary to accomplish tasks safely.
- 11(d) The teacher manages the simultaneous activities that take place daily in the arts classroom.

## IDAHO STANDARDS FOR MUSIC TEACHERS

All teacher candidates are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s) at the “acceptable” level or above. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the Music Teacher Standards are widely recognized, but not all-encompassing or absolute, indicators that teacher candidates have met the standards. The evidence validating candidates’ ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate’s disposition. Professional dispositions are how candidates view the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

***Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

***Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.***

***Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.***

***Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

### Performance

- 4(a) The teacher is able to prepare students for musical performance, including:
  - Singing, alone and with others, a varied repertoire of music.
  - Performing on instruments, alone and with others, a varied repertoire of music.
  - Reading and notating music
- 4(b) The teacher is able to teach students how to create music, including:
  - Improvising melodies, variations, and accompaniments.
  - Composing and arranging music within specified guidelines.

- 4(c) The teacher is able to prepare students to respond to musical works, including the following:
- Listening to, analyzing, and describing music.
  - Evaluating music and music performances.
- 4(d) The teacher is able to prepare students to make musical connections, including:
- Understanding relationships between music, the other arts, and disciplines outside the arts.
  - Understanding music in relation to history and culture.

***Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.***

**Performance**

- 5(a) The teacher is able to demonstrate how to apply music content knowledge in the following settings: general music, music theory, music technology, guitar, keyboard, and performing ensembles.

***Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.***

***Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.***

***Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.***

***Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.***

***Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.***

## IDAHO STANDARDS FOR THEATRE ARTS TEACHERS

All teacher candidates are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s) at the “acceptable” level or above. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the Theatre Arts Teacher Standards are widely recognized, but not all-encompassing or absolute, indicators that teacher candidates have met the standards. The evidence validating candidates’ ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate’s disposition. Professional dispositions are how candidates view the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

***Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

***Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.***

***Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.***

***Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

### Knowledge

- 4(a) The teacher knows the history of theater as a form of entertainment and as a reflection of culture and society influence.
- 4(b) The teacher knows the basic history, theories, and processes of play writing, acting, and directing.
- 4(c) The teacher understands technical theatre/stagecraft is an essential component of theatre arts.

**Performance**

- 4(d) The teacher demonstrates proficiency in all aspects of technical theatre/stagecraft.
- 4(e) The teacher demonstrates proficiency in all aspects of performance.

***Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.***

**Performance**

- 5(a) The teacher demonstrates the ability to direct shows for public performance.
- 5(b) The teacher demonstrates the ability to employ all aspects of technical theatre/stagecraft to build a show for public performance.

***Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.***

***Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.***

***Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.***

***Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.***

**Performance**

- 9(a) Teacher demonstrates the ability to secure performance rights for various forms of productions.

***Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.***

***Standard 11: Safety and Management - The teacher creates a safe, productive physical environment, including management of tools, supplies, equipment, and space.***

**Knowledge**

- 11(a) The teacher understands how to operate safely and maintain the theatre facility.
- 11(b) The teacher understands how to operate safely and maintain technical theatre equipment.

- 11(c) The teacher understands OSHA and safety standards specific to theatre arts.
- 11(d) The teacher understands how to manage safely the requirements unique to theatre arts.

**Performance**

- 11(e) The teacher can operate safely and maintain the theatre facility.
- 11(f) The teacher can operate safely and maintain technical theatre equipment.
- 11(g) The teacher employs OSHA and safety standards specific to theatre arts.
- 11(h) The teacher can manage safely the requirements unique to theatre arts.



## IDAHO STANDARDS FOR VISUAL ARTS TEACHERS

All teacher candidates are expected to meet the Idaho Core Teacher Standards and the standards specific to their discipline area(s) at the “acceptable” level or above. Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the Visual Arts Teacher Standards are widely recognized, but not all-encompassing or absolute, indicators that teacher candidates have met the standards. The evidence validating candidates’ ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that are consistent with its conceptual framework and that assures attainment of the standards.

An important component of the teaching profession is a candidate’s disposition. Professional dispositions are candidates view the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

***Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

***Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.***

***Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.***

***Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

### Knowledge

- 4(a) The teacher understands a variety of media, styles, and techniques in multiple art forms.
- 4(b) The teacher has knowledge of individual artists’ styles and understands the historical and contemporary movements and cultural contexts of those works.
- 4(c) The teacher understands the elements and principles of art and how they relate to art making and art criticism.
- 4(d) The teacher understands how to use the creative process (brainstorm, research, rough sketch, final product, and reflection).

- 4(e) The teacher understands the value of visual arts as they relate to everyday experiences.

**Performance**

- 4(f) The teacher applies a variety of media, styles, and techniques in multiple art forms.
- 4(g) The teacher instructs students in individual artist styles and understands historical and contemporary movements and cultural contexts of those works.
- 4(h) The teacher applies the elements and principles of art and how they relate to art making and art criticism.
- 4(i) The teacher demonstrates how to use the creative process (brainstorm, research, rough sketch, final product).
- 4(j) The teacher provides opportunities for students to collect work over time (portfolio) to reflect on their progress, and to exhibit their work.

***Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.***

***Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.***

***Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross- disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.***

***Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.***

***Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.***

***Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.***

## IDAHO STANDARDS FOR WORLD LANGUAGES TEACHERS

All teacher candidates are expected to meet or exceed the Idaho Core Teacher Standards and the standards specific to their discipline area(s). Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the World Languages Teacher Standards are widely recognized, but not all-encompassing or absolute, indicators that teacher candidates have met the standards. The evidence validating candidates' ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that assures attainment of the standards and is consistent with its conceptual framework.

An important component of the teaching profession is a candidate's disposition. Professional dispositions are how the candidate views the teaching profession, their content area, and/or students and their learning. Every teacher preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for candidate dispositions.

***Standard 1: Learner Development. The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.***

### **Knowledge**

- 1(a) The teacher understands that the process of second language acquisition includes a variety of skills within the presentational, interpretive, and interpersonal modes of communication.
- 1(b) The teacher understands that cultural knowledge is essential for the development of second language acquisition.
- 1(c) The teacher knows the methodologies and theories specific to second language acquisition.
- 1(d) The teacher understands the learner development process from novice to advanced levels of language proficiency.

### **Performance**

- 1(e) The teacher uses a variety of skills within the presentational, interpretive, and interpersonal modes of communication.
- 1(f) The teacher integrates cultural knowledge into all language development.
- 1(g) The teacher integrates the language theories for first and second language acquisition related to cognitive development in order to facilitate language growth.

***Standard 2: Learning Differences. The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.***

**Knowledge**

- 2(a) The teacher understands sociolinguistic factors such as gender, age, socioeconomic background, ethnicity, sexual orientation, religious beliefs that affect how individuals perceive and relate to their own culture and language and that of the second culture and language.
- 2(b) The teacher understands students' individual needs and how they affect the process of second language acquisition.

**Performance**

- 2(c) The teacher incorporates learning activities that enable students to identify how their perception of the target culture(s) compares with their own.
- 2(d) The teacher differentiates instruction to address the diverse needs of individual students' second language acquisition.

***Standard 3: Learning Environments. The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.***

**Knowledge**

- 3(a) The teacher understands that students thrive in a low affective filter learning environment.
- 3(b) The teacher knows current practices of classroom management techniques (e.g., comprehensible input and output) that successfully allow for a variety of activities that take place in a world language classroom.

**Performance**

- 3(c) The teacher implements strategies that encourage a low affective filter, such as group/pair work, focused practice, positive error correction, and classroom management techniques that use current research-based practices to facilitate group/pair interactions and maintain a positive flow of instruction.
- 3(d) The teacher implements current best practices of classroom management techniques (e.g., comprehensible input and output) that successfully allow for a variety of activities that take place in a world language classroom.

***Standard 4: Content Knowledge. The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.***

**Knowledge**

- 4(a) The teacher knows the ACTFL (American Council on the Teaching of Foreign Languages) Proficiency Guidelines for language skills according to interpretive, presentational, and interpersonal modes.
- 4(b) The teacher knows the cultural perspectives as they are reflected in the target language.
- 4(c) The teacher understands key linguistic structures (e.g., phonetics, morphology, semantics, syntax, pragmatics) particular to the target language.
- 4(d) The teacher knows the history, arts, and literature of the target culture(s).
- 4(e) The teacher knows the current social, political, and economic realities of the countries related to the target language.
- 4(f) The teacher understands how the target language and culture perceives and is perceived by other languages and cultures.
- 4(g) The teacher understands the stereotypes held by both the U.S. and target cultures and the impacts of those beliefs.

**Performance**

- 4(h) The teacher demonstrates advanced level performance according to interpretive, presentational, and interpersonal modes as defined by ACTFL.
- 4(i) The teacher integrates language skills and cultural knowledge in the target language within the presentational, interpretive, and interpersonal modes of communication.
- 4(j) The teacher advocates for the value and benefits of world language learning to education stakeholders.
- 4(k) The teacher uses the target language in presentational, interpretive, and interpersonal modes of communication and provides opportunities for the students to do so.
- 4(l) The teacher provides opportunities to communicate in the target language in meaningful, purposeful activities that simulate real-life situations.
- 4(m) The teacher systematically incorporates culture into instruction.
- 4(n) The teacher incorporates how the target language/culture perceives and is perceived by other languages and cultures.
- 4(o) The teacher demonstrates how culture and language are intrinsically connected.
- 4(p) The teacher demonstrates the way(s) in which key linguistic structures, including phonetics, morphology, semantics, syntax, and pragmatics, particular to the target language, compare to English communication patterns.

***Standard 5: Application of Content. The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.***

**Performance**

- 5(a) The teacher uses a variety of techniques to foster proficiency within the target language such as dialogues, songs, open-ended inquiry, non-verbal techniques, guided questions, modeling, role-playing, and storytelling.

***Standard 6: Assessment. The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.***

**Knowledge**

- 6(a) The teacher knows the NCSSFL-ACTFL Can Do Statements and ACTFL Performance Descriptors according to the interpretive, interpersonal and presentational modes for a variety of skills (e.g., listening, speaking, reading, writing, signing).

**Performance**

- 6(b) The teacher uses the NCSSFL-ACTFL Can Do Statements and ACTFL Performance Descriptors according to the interpretive, interpersonal and presentational modes for a variety of skills (e.g., listening, speaking, reading, writing, signing) to create proficiency-based to create proficiency-based formative and summative assessments.

***Standard 7: Planning for Instruction. The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.***

**Knowledge**

- 7(a) The teacher understands how to incorporate the ACTFL Standards of communication, cultures, connections, comparisons, and communities into instructional planning.
- 7(b) The teacher knows how to design lesson plans based on ACTFL Standards, research-based practices, and a variety of proficiency guidelines that enhance student understanding of the target language and culture.
- 7(c) The teacher knows how to design lesson plans that incorporate the scaffolding necessary to progress from basic level skills to appropriate critical and higher order thinking skills.
- 7(d) The teacher understands the relationship of a variety of well-articulated, sequential, and developmentally appropriate language outcomes and language program models.
- 7(e) The teacher knows how to create organized and cohesive curriculum towards successful second language acquisition.

**Performance**

- 7(f) The teacher incorporates the ACTFL Standards of communication, cultures, connections, comparisons, and communities into instructional planning.
- 7(g) The teacher designs lesson plans based on ACTFL Standards, research-based practices, and a variety of proficiency guidelines, which enhance student understanding of the target language and culture.
- 7(h) The teacher designs lesson plans which incorporate the scaffolding necessary to progress from basic level skills to appropriate critical and higher order thinking skills.
- 7(i) The teacher creates organized and cohesive curriculum towards successful second language acquisition.

***Standard 8: Instructional Strategies. The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.***

**Knowledge**

- 8(a) The teacher understands the need to stay current on world languages methodologies based on emerging research in second language acquisition.
- 8(b) The teacher understands instructional practices that facilitate proficiency-based learning.
- 8(c) The teacher understands the importance of remaining current in second-language pedagogy by means of attending conferences, maintaining memberships in professional organizations, reading professional journals, and/or on-site and on-line professional development opportunities.

**Performance**

- 8(d) The teacher uses a variety of instructional strategies based on current research to enhance students' understanding of the target language and culture.
- 8(e) The teacher incorporates a variety of instructional tools such as technology, local experts, and on-line resources to encourage higher-level thinking skills.

***Standard 9: Professional Learning and Ethical Practice. The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.***

***Standard 10: Leadership and Collaboration. The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.***

**Knowledge**

- 10(a) The teacher knows about career and other life-enriching opportunities available to students proficient in world languages.
- 10(b) The teacher understands the importance of and how to provide opportunities for students and teachers to communicate with native speakers.
- 10(c) The teacher knows how to communicate to education stakeholders the amount of time and energy needed for students to be successful in acquiring a second language.
- 10(d) The teacher understands the effects of second language acquisition on first language mastery and education in general.

**Performance**

- 10(e) The teacher informs students and the broader community of career opportunities and personal enrichment that proficiency in a second language provides in the United States and beyond its borders.
- 10(f) The teacher encourages students to participate in community experiences related to the target culture.

GLOSSARY OF TERMS

**American Council of Teachers of Foreign Languages (ACTFL)** - an organization for world language professionals of K-12 and higher education that sets the standards for an agreed upon set of descriptions of what individuals can do with language in terms of interpretive, interpersonal, and presentational modes for real-world situations in a spontaneous and non-rehearsed context. In addition, they provide proficiency guidelines that identify five major levels of proficiency: Distinguished, Superior, Advanced, Intermediate, and Novice. The major levels Advanced, Intermediate, and Novice are subdivided into High, Mid, and Low sublevels. The levels of the ACTFL guidelines describe the continuum of proficiency from that of the highly articulate, well-educated language user to a level of little or no functional ability. These guidelines present the levels of proficiency as ranges, and describe what an individual can and cannot do with language at each level, regardless of where, when how the language was acquired.

**ACTFL Performance Descriptors** – a roadmap for teaching and learning, helping teachers create performance tasks targeted to the appropriate performance range, while challenging learners to also use strategies from the next higher range. Performance is described as the ability to use language that has been learned and practiced in an instructional setting.

**Comprehensible Input** – language that is accessible to students by ensuring that the instructor is using the target language within the reach of the students' comprehension

**Comprehensible Output** – language produced by the learner that is understandable to others, often through trial and error

**Critical thinking** - an intellectually disciplined process of actively and skillfully applying, analyzing, synthesizing, and or evaluating information, which in its exemplary form transcends subject matter disciplines



**Education Stakeholders** – students, parents, faculty, administration, and community members

**Interpersonal Mode (ACTFL)** – learners interact and negotiate meaning in spoken, signed, or written conversations to share information reactions, feelings, and opinions

**Interpretive Mode (ACTFL)** – learners understand, interpret, and analyze what is heard and read on a variety of topics

**Low Affective Filter** – a metaphorical filter that is caused by a student’s negative emotions which reduce the student’s ability to understand the language spoken to them

**NCSSFL (National Council of State Supervisors of Foreign Languages)-ACTFL Can Do Statements** – describe the specific language tasks that learners are likely to perform at various levels of proficiency

**Negotiation of Meaning** – a process that speakers go through to reach a clear understanding of each other

**Presentational Mode (ACTFL)** – Learners present information, concepts, and ideas to inform, persuade, explain, and narrate on a variety of topics using appropriate media and adapting to various audiences of listeners, readers, or viewers

**Proficiency** – using the target language with fluency and accuracy

**Second Language** – Any language that one speaks other than one’s first language - also known as L2, target language, additive language

**Second Language Acquisition** – The process by which people learn a second language and the scientific discipline that is devoted to understanding that process

**Scaffolding** - a process that enables a student to solve a problem, carry out a task, or achieve a goal which otherwise would be beyond his or her unassisted efforts including instructional, procedural, and verbal techniques

**Task-Based** – Task-based learning focuses on the use of authentic language through meaningful tasks, such as visiting the doctor or requesting an appointment with an instructor through email. This method encourages meaningful communication and is student-centered.

## OTHER TEACHER ENDORSEMENT AREAS

Several teacher endorsement areas were not individually addressed in the current standards (refer to list below), given the small number of courses offered in these specific areas.

To be recommended for endorsement in these content areas, a candidate must meet the Idaho Core Teacher Standards and any current standards of their professional organization(s). Additionally, all teacher candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

### **Content/Endorsement Areas**

- Humanities \*
- Psychology
- Sociology

*\*The Idaho Standards for the Initial Certification of Teachers address content areas traditionally categorized as humanities requirements for students (e.g. music, drama, art, foreign language).*

## ADMINISTRATOR ENDORSEMENTS

### IDAHO STANDARDS FOR SCHOOL PRINCIPALS

All administrator candidates are expected to meet standards specific to their discipline area(s) at the “acceptable” level or above. Additionally, all administrator candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following standards and competencies for school principals were developed based on widely recognized standards and are grounded in the Professional Standards for Educational Leaders (PSEL) 2015, as adopted by the National Policy Board for Educational Administration. These standards are not all-encompassing or absolute but are indicative of the requirements necessary for effective school principals. The evidence validating candidates’ ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of higher education preparation programs to use knowledge and performance indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

***Standard 1: Mission, Vision, and Beliefs - Effective school principals develop, advocate, and enact a shared mission, vision, and beliefs of high-quality education and academic success, college and career readiness, and well-being of all students.***

#### **Knowledge**

- 1(a) The school principal understands how to develop an educational mission for the school to promote the academic success and well-being of all students.
- 1(b) The school principal understands the importance of developing a shared understanding of and commitment to mission, vision, and beliefs within the school and the community.
- 1(c) The school principal understands how to model and pursue the school’s mission, vision, and beliefs in all aspects of leadership.

#### **Performance**

- 1(d) The school principal participates in the process of using relevant data to develop and promote a vision for the school on the successful learning and development of all students.
- 1(e) The school principal articulates, advocates, and cultivates beliefs that define the school’s culture and stress the imperative of child-centered education.
- 1(f) The school principal strategically develops and evaluates actions to achieve the vision for the school.
- 1(g) The school principal reviews the school’s mission and vision and makes recommendations to adjust them to changing expectations and opportunities for the school, and changing needs and situations of students.

***Standard 2: Ethics and Professional Norms - Effective school principals act ethically and according to professional norms to promote all students' academic success and well-being.***

**Knowledge**

- 2(a) The school principal understands ethical frameworks and perspectives.
- 2(b) The school principal understands the Code of Ethics for Idaho Professional Educators.
- 2(c) The school principal understands policies and laws related to schools and districts.
- 2(d) The school principal understands how to act according to and promote the professional norms of integrity, fairness, transparency, trust, collaboration, perseverance, learning, and continuous improvement.
- 2(e) The school principal understands the importance of placing children at the center of education and accepting responsibility for each student's academic success and well-being.

**Performance**

- 2(f) The school principal acts ethically and professionally in personal conduct, relationships with others, decision-making, stewardship of the school's resources, and all aspects of school leadership.
- 2(g) The school principal leads with interpersonal and communication skills, social-emotional insight, and understanding of all students' and staff members' backgrounds and cultures.
- 2(h) The school principal models and promotes ethical and professional behavior among teachers and staff in accordance with the Code of Ethics for Idaho Professional Educators.

***Standard 3: Equity and Cultural Responsiveness – School principals strive for equity of educational opportunity and culturally responsive practices to promote all students' academic success and well-being.***

**Knowledge**

- 3(a) The school principal understands how to recognize and respect all students' strengths, diversity, and culture as assets for teaching and learning.
- 3(b) The school principal understands the need for each student to have equitable access to effective teachers, learning opportunities, and academic and social support.
- 3(c) The school principal understands the importance of preparing students to live productively in and contribute to society.
- 3(d) The school principal understands how to address matters of equity and cultural responsiveness in all aspects of leadership.
- 3(e) The school principal understands how to ensure that all students are treated fairly, respectfully, and with an understanding of each student's culture and context.

**Performance**

- 3(f) The school principal develops processes that employ all students' strengths, diversity, and culture as assets for teaching and learning.
- 3(g) The school principal evaluates student policies that address student misconduct in a positive, fair, and unbiased manner.
- 3(h) The school principal acts with cultural competence and responsiveness in their interactions, decision making, and practice.

***Standard 4: Curriculum, Instruction, and Assessment - School principals develop and support intellectually rigorous and coherent systems of curriculum, instruction, and assessment to promote all students' academic success and well-being.***

**Knowledge**

- 4(a) The school principal understands how to implement and align coherent systems of curriculum, instruction, and assessment that promote the mission, vision, and beliefs of the school, embody high expectations for student learning, align with academic standards, and are culturally responsive.
- 4(b) The school principal understands how to promote instructional practice that is consistent with knowledge of learning and development, effective teaching, and the needs of each student.
- 4(c) The school principal understands the importance of instructional practice that is intellectually challenging, authentic to student experiences, recognizes student strengths, and is differentiated and personalized.
- 4(d) The school principal understands how to utilize valid assessments that are consistent with knowledge of learning and development and technical standards of measurement.
- 4(e) The school principal understands how to ensure instruction is aligned to adopted curriculum and Idaho content standards including provisions for time and resources.

**Performance**

- 4(f) The school principal participates in aligning and focusing systems of curriculum, instruction, and assessment within and across grade levels and programs to promote student academic and career success.
- 4(g) The school principal uses and promotes the effective use of technology in the service of teaching and learning.
- 4(h) The school principal uses assessment data appropriately and effectively, and within technical limitations to monitor student progress and improve instruction.

***Standard 5: Community of Care and Support for Students - School principals cultivate an inclusive, caring, and supportive school community that promotes the academic success and well-being of all students.***

**Knowledge**

- 5(a) The school principal understands how to build and maintain a safe, caring, and healthy school environment that meets the academic, social, emotional, and physical needs of all students.
- 5(b) The school principal understands how to promote adult-student, peer-peer, and school-community relationships that value and support academic learning and positive social and emotional development.
- 5(c) The school principal understands the laws and regulations associated with special student populations.
- 5(d) The school principal understands various intervention strategies utilized to close achievement gaps.
- 5(e) The school principal understands essential components in the development and implementation of individual education programs, adhering to state and federal regulations.

**Performance**

- 5(f) The school principal participates in creating and sustaining a school environment in which each student is known, accepted and valued, trusted and respected, cared for, and encouraged to be an active and responsible member of the school community.
- 5(g) The school principal assists in designing coherent, responsive systems of academic and social supports, services, extracurricular activities, and accommodations to meet the range of learning needs of each student.
- 5(h) The school principal cultivates and reinforces student engagement in school and positive student conduct.

***Standard 6: Professional Capacity of School Personnel - School principals develop the professional capacity and practice of school personnel to promote all students' academic success and well-being.***

**Knowledge**

- 6(a) The school principal understands how to recruit, hire, support, develop, and retain effective and caring teachers and staff.
- 6(b) The school principal understands how to plan for and manage staff turnover and succession, providing opportunities for effective induction and mentoring of new personnel.
- 6(c) The school principal understands how to develop the capacity, opportunities, and support for teacher leadership and leadership from other members of the school community.
- 6(d) The school principal understands the importance of the personal and professional health of teachers and staff.

- 6(e) The school principal understands the Idaho adopted framework for teaching.
- 6(f) The school principal understands how to create individualized professional learning plans and encourage staff to incorporate reflective goal setting practices at the beginning of the school year.
- 6(g) The school principal understands how to foster continuous improvement of individual and collective instructional capacity to achieve outcomes envisioned for all students.
- 6(h) The school principal understands how to empower and motivate teachers and staff to the highest levels of professional practice and to continuous learning and improvement.

**Performance**

- 6(i) The school principal assists in developing teachers' and staff members' professional knowledge, skills, and practice through differentiated opportunities for learning and growth, guided by understanding of professional and adult learning and development.
- 6(j) The school principal delivers actionable feedback about instruction and other professional practice through valid, research-anchored systems of supervision and evaluation to support the development of teachers' and staff members' knowledge, skills, and practice.
- 6(k) The school principal increases their professional learning and effectiveness through reflection, study, and improvement, maintaining a healthy work-life balance.
- 6(l) The school principal utilizes observation and evaluation methods to supervise instructional personnel.

***Standard 7: Professional Community for Teachers - School principals foster a professional community of teachers and other professional staff to promote all students' academic success and well-being.***

**Knowledge**

- 7(a) The school principal understands how to develop workplace conditions for teachers and other staff that promote effective professional development, practice, and student learning.
- 7(b) The school principal understands how to establish and sustain a professional culture of trust and open communication; collaboration, collective efficacy, and continuous individual and organizational learning and improvement.
- 7(c) The school principal understands how to promote mutual accountability among teachers and other staff for each student's success and the effectiveness of the school as a whole.
- 7(d) The school principal understands how to encourage staff-initiated improvement of programs and practices.

**Performance**

- 7(e) The school principal assists in developing and supporting open, productive, caring, and trusting working relationships among teachers and staff to promote professional capacity and the improvement of practice.
- 7(f) The school principal designs and implements job-embedded and other opportunities for professional learning collaboratively with teachers and staff.
- 7(g) The school principal assists with and critiques opportunities provided for collaborative examination of practice, collegial feedback, and collective learning.

***Standard 8: Meaningful Engagement of Families and Community – School principals engage families and the community in meaningful, reciprocal, and mutually beneficial ways to promote all students’ academic success and well-being.***

**Knowledge**

- 8(a) The school principal understands how to create and sustain positive, collaborative, and productive relationships with families and the community for the benefit of students.
- 8(b) The school principal understands and values the community’s cultural, social, and intellectual resources to promote student learning and school improvement.
- 8(c) The school principal understands how to develop and provide the school as a resource for families and the community.
- 8(d) The school principal understands the need to advocate for the school and district and for the importance of education, student needs, and priorities to families and the community.
- 8(e) The school principal understands how to build and sustain productive partnerships with the community to promote school improvement and student learning.
- 8(f) The school principal understands how to create means for the school community to partner with families to support student learning in and out of school.
- 8(g) The school principal understands how to employ the community’s cultural, social, and intellectual resources to promote student learning and school improvement.

**Performance**

- 8(h) The school principal facilitates open two-way communication with families and the community about the school, students, needs, problems, and accomplishments.
- 8(i) The school principal demonstrates a presence in the community to understand its strengths and needs, develop productive relationships, and engage its resources for the school.
- 8(j) The school principal advocates publicly for the needs and priorities of students, families, and the school community.



***Standard 9: Operations and Management – School principals manage school operations and resources to promote all students’ academic success and well-being.***

**Knowledge**

- 9(a) The school principal understands how to institute, manage, and monitor operations and administrative systems that promote the mission and vision of the school.
- 9(b) The school principal understands how to strategically manage staff resources, assigning and scheduling teachers and staff to roles and responsibilities that optimize their professional capacity to address all students’ learning needs.
- 9(c) The school principal understands how to seek, acquire, and manage fiscal, physical, and other resources to support curriculum, instruction, and assessment; the student learning community; professional capacity and community; and family and community engagement.
- 9(d) The school principal understands the need to be responsible, ethical, and accountable stewards of the school’s monetary and non-monetary resources, engaging in effective budgeting and accounting practices.
- 9(e) The school principal understands how to employ technology to improve the quality and efficiency of operations and management.
- 9(f) The school principal understands how to comply and help the school community understand local, state, and federal laws, rights, policies, and regulations so as to promote student success.
- 9(g) The school principal understands governance processes and internal and external politics toward achieving the school’s mission and vision
- 9(h) The school principal understands laws and policies regarding school safety and prevention by creating a detailed school safety plan, which addresses potential physical and emotional threats.
- 9(i) The school principal understands the value of transparency regarding decision making and the allocation of resources.
- 9(j) The school principal understands how to institute, manage, and monitor operations and administrative systems that promote the mission and vision of the school.
- 9(k) The school principal understands how to protect teachers’ and other staff members’ work and learning from disruption.
- 9(l) The school principal understands how to develop and manage relationships with feeder and connecting schools for enrollment management and curricular and instructional articulation.
- 9(m) The school principal understands how to develop and manage productive relationships with the district office and school board.

- 9(n) The school principal understands how to develop and administer systems for fair and equitable management of conflict among students, teachers and staff, leaders, families, and community.

**Performance**

- 9(o) The school principal assists in managing staff resources, assigning and scheduling teachers and staff to roles and responsibilities that optimize their professional capacity to address each student's learning needs.
- 9(p) The school principal assists in seeking, acquiring, and managing fiscal, physical, and other resources to support curriculum, instruction, and assessment; the student learning community; professional capacity and community; and family and community engagement.
- 9(q) The school principal utilizes technology to improve the quality and efficiency of operations and management.
- 9(r) The school principal assists in developing and maintaining data and communication systems to deliver actionable information for classroom and school improvement.
- 9(s) The school principal complies with and helps the school community understand local, state, and federal laws, rights, policies, and regulations so as to promote student success.

***Standard 10: Continuous School Improvement – School principals act as agents of continuous school improvement to promote all students' academic success and well-being.***

**Knowledge**

- 10(a) The school principal understands how to make school more effective for all students, teachers, staff, families, and the community.
- 10(b) The school principal understands methods of continuous improvement to achieve the vision, fulfill the mission, and promote the beliefs of the school.
- 10(c) The school principal understands change and change management processes.
- 10(d) The school principal understands a systems approach to promote coherence among improvement efforts and all aspects of school organization, programs, and services.
- 10(e) The school principal understands how to create and promote leadership among teachers and staff for inquiry, experimentation and innovation, and initiating and implementing improvement.
- 10(f) The school principal understands how to implement methods of continuous improvement to achieve the vision, fulfill the mission, and promote the beliefs of the school.
- 10(g) The school principal understands how to manage uncertainty, risk, competing initiatives, and politics of change.

- 10(h) The school principal understands how to assess and develop the capacity of staff to evaluate the value and applicability of emerging educational trends and the findings of research for the school and its improvement.
- 10(i) The school principal understands how to promote readiness, instill mutual commitment and accountability, and develop the knowledge, skills, and motivation to succeed in improvement.

**Performance**

- 10(j) The school principal participates in an ongoing process of evidence-based inquiry, learning, strategic goal setting, planning, implementation, and evaluation for continuous school and classroom improvement.
- 10(k) The school principal analyzes situationally-appropriate strategies for improvement, including transformational and incremental, adaptive approaches and attention to different phases of implementation.
- 10(l) The school principal assists in developing appropriate systems of data collection, management, analysis, and use, connecting as needed to the district office and external partners for support in planning, implementation, monitoring, feedback, and evaluation.

## IDAHO STANDARDS FOR SUPERINTENDENTS

All administrator candidates are expected to meet standards specific to their discipline area(s) at the “acceptable” level or above. Additionally, all administrator candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following standards and competencies for superintendents were developed based on widely recognized standards and are grounded in the Professional Standards for Educational Leaders (PSEL) 2015, as adopted by the National Policy Board for Educational Administration. These standards are not all-encompassing or absolute but are indicative of the requirements necessary for effective superintendents. The evidence validating candidates’ ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of higher education preparation programs to use knowledge and performance indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

In addition to the standards listed here, superintendents must also meet the Idaho Standards for School Principals.

***Standard 1: Mission, Vision, and Beliefs – Effective superintendents develop, advocate, and enact a shared mission, vision, and the beliefs for high-quality education and academic success for all students.***

### **Knowledge**

- 1(a) The superintendent understands the principles of developing and implementing strategic plans.

### **Performance**

- 1(b) The superintendent articulates, advocates, and cultivates beliefs that define the district’s culture and stress the imperative of child-centered education and continuous improvement.
- 1(c) The superintendent strategically develops, implements, and evaluates actions to achieve the vision for the district.
- 1(d) The superintendent reviews the district’s mission and vision and adjusts them to changing expectations and opportunities for the district, and changing needs.
- 1(e) The superintendent develops shared understanding of and commitment to mission, vision, and beliefs within the district and the community.
- 1(f) The superintendent models and pursues the district’s mission, vision, and beliefs in all aspects of leadership.

***Standard 2: Ethics and Professionalism – Effective superintendents act ethically, legally, and with fiscal responsibility in accordance with professional norms and the Code of Ethics for Idaho Professional Educators.***

**Performance**

- 2(a) The superintendent acts in accordance with and promotes the Code of Ethics for Idaho Professional Educators.
- 2(b) The superintendent acts ethically and professionally in personal conduct, relationships with others, decision-making, stewardship of the district's resources, and all aspects of district leadership.
- 2(c) The superintendent acts in accordance with and promotes the professional norms of integrity, fairness, transparency, trust, collaboration, perseverance, learning, and continuous improvement.

***Standard 3: Equity and Cultural Responsiveness – Effective superintendents strive for equity of educational opportunity and respect diversity.***

**Performance**

- 3(a) The superintendent ensures that each student has equitable access to effective teachers, learning opportunities, academic and social support, and other resources necessary for success.
- 3(b) The superintendent recognizes and addresses implicit biases of student marginalization and low expectations associated with race, class, culture and language, and disability or special status.
- 3(c) The superintendent safeguards and promotes the values of democracy, individual freedom and responsibility, equity, and diversity.

***Standard 4: High Expectations for Student Success – Effective superintendents set high expectations for all students and cultivate the conditions for student learning.***

**Performance**

- 4(a) The superintendent implements coherent systems of curriculum, instruction, and assessment that promote the mission, vision, and beliefs of the district, embody high expectations for student learning, align with academic standards, and provide a pathway to college and/or career.
- 4(b) The superintendent aligns and focuses systems of curriculum, instruction, and assessment within and across grade levels and schools to promote student academic success.

***Standard 5: High Expectations for Professional Practice – Effective superintendents develop the professional capacity and practice of school personnel to promote student success.***

**Performance**

- 5(a) The superintendent recruits, hires, supports, develops, and retains effective and caring educators and staff.
- 5(b) The superintendent develops principals', teachers', and staff members' professional knowledge, skills, and practice.

- 5(c) The superintendent delivers actionable feedback about instruction and other professional practice through valid, research-anchored systems of supervision and evaluation to support the development of principals', teachers' and staff members' knowledge, skills, and practice.
- 5(d) The superintendent empowers and motivates principals, teachers, and staff to the highest levels of professional practice (individually and collectively) for continuous learning and improvement.
- 5(e) The superintendent develops workplace conditions for principals, teachers and other professional staff that promote effective professional development, practice, and student learning.
- 5(f) The superintendent empowers and entrusts principals, teachers and staff with collective responsibility for meeting the academic, social, emotional, and physical needs of each student, pursuant to the mission, vision, and beliefs of the district.
- 5(g) The superintendent establishes and sustains a professional culture of engagement and commitment to shared vision, goals, and objectives.
- 5(h) The superintendent establishes mutual accountability among educators and other professional staff for each student's success and the effectiveness of the district as a whole.
- 5(i) The superintendent supports open, productive, collaborative, trusting working relationships among principals, teachers, and staff to build professional capacity and improve practices.
- 5(j) The superintendent designs and implements job-embedded and other opportunities for professional learning collaboratively with principals, teachers, and staff.

***Standard 6: Advocacy and communications – Effective superintendents engage with others in meaningful, reciprocal, and mutually beneficial ways to promote student success.***

**Performance**

- 6(a) The superintendent engages in regular and open two-way communication with families, the community, and other stakeholders about the district, students, needs, problems, and accomplishments.
- 6(b) The superintendent creates means for the district community to partner with families to support student learning in and out of schools in the district.
- 6(c) The superintendent advocates for education, the district and school, principals, teachers, parents, and students to engender district support and involvement.
- 6(d) The superintendent works effectively in the political environment at district, local, and state levels.
- 6(e) The superintendent builds and sustains productive partnerships with public and private sectors to promote district improvement and student learning.

***Standard 7: Operations and Management – Effective superintendents manage district operations and resources to promote system success.***

**Knowledge**

- 7(a) The superintendent understands the dynamics of collective bargaining, mediation, arbitration, and contract law.
- 7(b) The superintendent understands the responsibility and need for planning, maintaining, and budgeting for school facilities, personnel, technology, support services, and instructional programs.
- 7(c) The superintendent understands the importance of educating the whole child; high expectations for professional work; ethical and equitable practice; trust and open communication; collaboration, collective efficacy, and continuous individual and organizational learning and improvement.
- 7(d) The superintendent understands and helps the school district community understand local, state, and federal laws, rights, policies, and regulations to promote student success.

**Performance**

- 7(e) The superintendent institutes, manages, and monitors operations and administrative systems that promote the mission and vision of the district.
- 7(f) The superintendent organizes time and delegates responsibilities to balance administrative/ managerial, educational, and community leadership priorities.
- 7(g) The superintendent strategically manages human resources, assigning and scheduling staff to roles and responsibilities that optimize their professional capacity.
- 7(h) The superintendent is a responsible, ethical, and accountable steward of the district's monetary and non-monetary resources, engaging in effective budgeting and accounting practices.
- 7(i) The superintendent develops and maintains data and communication systems for continuous improvement.
- 7(j) The superintendent develops and administers systems for fair and equitable management of conflict among students, principals, teachers, staff, leaders, families, and community.
- 7(k) The superintendent complies with local, state, and federal laws, rights, policies, and regulations to promote student success.

***Standard 8: Continuous Improvement – Effective superintendents engage in a process of continuous improvement to ensure student success.***

**Knowledge**

- 8(a) The superintendent understands the responsibility and need to promote strategies for continuous reassessment and improved performance for each student, school, and the district as a whole.

**Performance**

- 8(b) The superintendent uses methods of continuous improvement to achieve the vision, fulfill the mission, and promote the beliefs of the district.
- 8(c) The superintendent engages principals, teachers and stakeholders in an ongoing process of evidence-based inquiry, learning, strategic goal setting, planning, implementation, and evaluation for continuous district and school improvement.
- 8(d) The superintendent utilizes data to drive improvement.
- 8(e) The superintendent adopts a systems perspective and promotes coherence among improvement efforts and all aspects of district organization, programs, and services.
- 8(f) The superintendent manages change – uncertainty, risks, competing initiatives, and politics.
- 8(g) The superintendent ensures that a clearly articulated district continuous improvement plan is implemented, monitored, evaluated, and revised.

***Standard 9: Governance – Effective superintendents understands how to facilitate processes and activities to establish and maintain an effective and efficient governance structure for school districts.***

**Knowledge**

- 9(a) The superintendent understands and complies with applicable laws, statutes, and regulations.
- 9(b) The superintendent understands the role of and effectively utilizes legal counsel.
- 9(c) The superintendent understands the organizational complexity of school districts, drawing from systems and organizational theory.
- 9(d) The superintendent understands the roles and responsibilities of both the superintendent and the local governing board.

**Performance**

- 9(e) The superintendent manages governance processes and internal/external politics toward achieving the district's mission and vision.
- 9(f) The superintendent develops and monitors the system for policy development and implementation in all facets of district operations.
- 9(g) The superintendent seeks and implements effective solutions that comply with local, state, and federal laws, rules, and policies.



- 9(h) The superintendent ensures transparency by complying with the requirements of Idaho open meeting and public records laws.
- 9(i) The superintendent develops and fosters a productive relationship with the local governing board.
- 9(j) The superintendent advises the local governing board on legal, ethical, and current educational issues and provide/encourage ongoing professional development.

## IDAHO STANDARDS FOR SPECIAL EDUCATION DIRECTORS

All administrator candidates are expected to meet standards specific to their discipline area(s) at the “acceptable” level or above. Additionally, all administrator candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following standards and competencies for special education directors were developed based on widely recognized standards and are grounded in the Professional Standards for Educational Leaders (PSEL) 2015, as adopted by the National Policy Board for Educational Administration. These standards are not all-encompassing or absolute but are indicative of the requirements necessary for effective special education directors. The evidence validating candidates’ ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of higher education preparation programs to use knowledge and performance indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

In addition to the standards listed here, special education directors must also meet Idaho Standards for School Principals.

***Standard 1: Mission, Vision, and Beliefs - Effective special education directors develop, advocate, and enact a shared mission, vision, and beliefs of high-quality education and academic success, college and career readiness, and well-being of all students.***

### **Knowledge**

- 1(a) The special education director understands the importance of the district’s mission and vision to promote academic success and well-being of all students.
- 1(b) The special education director understands the beliefs of the teaching profession that promote high-expectation and student support; equity, inclusiveness, and equal access; openness, caring, and trust; and continuous improvement.
- 1(c) The special education director understands the importance of leading with the district’s mission, vision and beliefs.

### **Performance**

- 1(d) The special education director evaluates and assesses the mission of the district to ensure it promotes the academic success and well-being of all students.
- 1(e) The special education director, in collaboration with members of the district and the community, use relevant data to develop and promote a vision for the district on the successful learning and development of all children and on instructional and organizational practices that promote such success.
- 1(f) The special education director articulates, advocates, and cultivates beliefs that define the district’s culture and stress the imperative of child-centered education; high expectations and student support; equity, inclusiveness, and equal access; openness, caring, and trust; and continuous improvement.

- 1(g) The special education director reviews the district's mission and vision and adjusts them to changing expectations and opportunities for the district, and changing needs and situations of all students.
- 1(h) The special education director develops shared understanding of and commitment to the mission, vision, and beliefs within the district and the community.
- 1(i) The special education director models and pursues the district's mission, vision, and beliefs in all aspects of leadership.

***Standard 2: Ethics and Professional Norms - Effective special education directors act ethically and according to professional norms to promote all students' academic success and well-being.***

**Knowledge**

- 2(a) The special education director understands the Code of Ethics for Idaho Professional Educators and its importance to all student success and well-being.

**Performance**

- 2(b) The special education director acts ethically and professionally in personal conduct, relationships with others, decision-making, stewardship of the district's resources, and all aspects of district leadership.
- 2(c) The special education director places children at the center of education and accepts responsibility for all students' general and special education academic success and well-being.
- 2(d) The special education director safeguards and promotes individual freedom and responsibility, equity, equal access, community, and diversity.
- 2(e) The special education director provides direction for ethical and professional behavior among principals, teachers, and staff.

***Standard 3: Equity and Cultural Responsiveness – Special education directors strive for equity of educational opportunity and culturally responsive practices to promote all students' academic success and well-being.***

**Knowledge**

- 3(a) The special education director understands the importance of student's equitable access to effective teaching, equal opportunities for academic, social supports, and resources to be successful.
- 3(b) The special education director understands leadership roles when addressing equity and cultural responsiveness to assure district policies and procedures are positive, fair, and unbiased.

**Performance**

- 3(c) The special education director develops district policies to address student misconduct in a positive, fair, and unbiased manner.

- 3(d) The special education director monitors and addresses institutional biases of student marginalization and low expectations associated with race, class, culture and language, and disability or special status.
- 3(e) The special education director address matters of equity and cultural responsiveness in all aspects of leadership.

***Standard 4: Curriculum, Instruction, and Assessment - Special education directors develop and support intellectually rigorous and coherent systems of curriculum, instruction, and assessment to promote all students' academic success and well-being.***

**Knowledge**

- 4(a) The special education director understands the multi-tiered level of support system of curriculum, instruction, assessment, and technology that embodies high expectation for all students' learning, which is aligned with academic and behavior standards, and is culturally responsive.
- 4(b) The special education director understands child learning and development, effective teaching, and data utilization to increase student academic success.
- 4(c) The special education director understands the importance of assessment and the different types of assessment that drive instruction.

**Performance**

- 4(d) The special education director aligns and focuses systems of curriculum, instruction, and assessment within and across grade levels, including post-secondary outcomes, to promote all students' academic and career success.
- 4(e) The special education director promotes instructional practice that is consistent with knowledge of child learning and development, effective pedagogy, and the needs of all students.
- 4(f) The special education director ensures instructional practice that is intellectually challenging, authentic to all student experiences, recognizes student strengths, and is differentiated and personalized.

***Standard 5: Community of Care and Support for Students - Special education directors cultivate an inclusive, caring, and supportive district community that promotes the academic success and well-being of all students.***

**Knowledge**

- 5(a) The special education director knows how to create a safe, caring, and healthy district environment that includes all students as members of the district's community that promotes positive learning environments.
- 5(b) The special education director knows how to create an environment of strong engagement and positive conduct to meet the learning needs of all students.

**Performance**

- 5(c) The special education director promotes adult-student, peer-peer, school, and district-community relationships that value and support academic learning and positive social and emotional development.
- 5(d) The special education director infuses the district's learning environment with the cultures and languages of the district's community.

***Standard 6: Professional Capacity of District and School Personnel - Special education directors develop the professional capacity and practice of district personnel to promote each student's academic success and well-being.***

**Knowledge**

- 6(a) The special education director understands educational employment trends and how they impact the district's ability to recruit, hire, support, develop, and retain effective and caring teachers and other professional staff.
- 6(b) The special education director knows the importance of on-going professional development to ensure opportunities for personal learning and growth, self-reflection, study, and improvement, maintaining a healthy work-life balance.

**Performance**

- 6(c) The special education director fosters continuous improvement of individual and collective instructional capacity to achieve outcomes envisioned for each student.
- 6(d) The special education director develops the capacity, opportunities, and support for special education teacher leadership and leadership from other members of the district community.
- 6(e) The special education director promotes the personal and professional health, well-being, and work-life balance of special education staff.

***Standard 7: Professional Community for Teachers - Special education directors foster a professional community of teachers and other professional staff to promote each student's academic success and well-being.***

**Knowledge**

- 7(a) The special education director understands the importance of educating the whole child; high expectations for professional work; ethical and equitable practice; trust and open communication; collaboration, collective efficacy, and continuous individual and organizational learning and improvement.
- 7(b) The special education director knows how to promote mutual accountability between special and general education to facilitate all students' educational success pursuant to the mission, vision, and beliefs of the district.

**Performance**

- 7(c) The special education director develops workplace conditions for special and general education staff that promote effective professional development, practice, and student learning.
- 7(d) The special education director empowers and entrusts special and general education staff with collective responsibility for meeting the academic, social, emotional, and physical needs of each student, pursuant to the mission, vision, and beliefs of the district.
- 7(e) The special education director promotes mutual accountability among special and general education staff for each student's success and the effectiveness of the district as a whole.
- 7(f) The special education director develops and supports open, productive, caring, and trusting working relationships among district and school leaders, teachers, and staff to promote professional capacity and the improvement of practice.
- 7(g) The special education director designs and implements job-embedded and other opportunities for professional learning collaboratively with district and school staff.
- 7(h) The special education director encourages special and general education staff-initiated improvement of programs and practices.

***Standard 8: Meaningful Engagement of Families and Community – Special education directors engage families and the community in meaningful, reciprocal, and mutually beneficial ways to promote each student's academic success and well-being.***

**Knowledge**

- 8(a) The special education director understands how to facilitate open effective communication with families and communities to promote student learning and achievements.
- 8(b) The special education director understands how to motivate and engage families and communities as partners in increasing student growth, as measured by post-secondary success.

**Performance**

- 8(c) The special education director is approachable, accessible, and welcoming to families and members of the community.
- 8(d) The special education director creates and sustains positive, collaborative, and productive relationships with families and the community for the benefit of all students.
- 8(e) The special education director engages in regular and open two-way communication with families and the community about the district, schools, students, needs, problems, and accomplishments.

- 8(f) The special education director creates means for the district community to partner with families to support student learning in and out of district.
- 8(g) The special education director understands, values, and employs the community's cultural, social, and intellectual resources to promote student learning and district improvement.
- 8(h) The special education director develops and provides the district as a resource for families and the community.
- 8(i) The special education director advocates for the district, the importance of education and student needs, priorities to families, and the community.
- 8(j) The special education director advocates publicly for the needs and priorities of students, families, and the community.
- 8(k) The special education director builds and sustains productive partnerships with public and private sectors to promote district improvement and student learning.

***Standard 9: Operations and Management – Special education directors manage district operations and resources to promote all students' academic success and well-being.***

**Knowledge**

- 9(a) The special education director knows sources of funding (e.g., IDEA, General Funds, Medicaid) and how to create and implement budgetary systems aligned with the district's mission and vision.
- 9(b) The special education director knows how to allocate and account for district's monetary and non-monetary resources to assure each student's needs are met.

**Performance**

- 9(c) The special education director institutes, manages, and monitors operations and administrative systems that promote the mission and vision of the district.
- 9(d) The special education director strategically manages staff resources, assigning and scheduling special education staff to roles and responsibilities that optimize their professional capacity to address each student's learning needs.
- 9(e) The special education director is a responsible, ethical, and accountable steward of the district's monetary and non-monetary resources, engaging in effective budgeting and accounting practices.
- 9(f) The special education director develops and maintains data and communication systems to deliver actionable information for classroom, school, and district improvement.
- 9(g) The special education director knows, complies with, and helps the district community understand local, state, and federal laws, rights, policies, and regulations so as to promote student success.

- 9(h) The special education director develops and administers systems for fair and equitable management of conflict among students, school and district staff, leaders, families, and community.
- 9(i) The special education director manages governance processes and internal and external politics toward achieving the district's mission and vision.

***Standard 10: Continuous School and District Improvement - Special education directors act as agents of continuous school and district improvement to promote each student's academic success and well-being.***

**Knowledge**

- 10(a) The special education director understands continuous improvement to engage in evidence based planning, implementation, and educational trends to improve outcomes for all students.
- 10(b) The special education director knows how to make schools within the district more effective for all students, teachers, staff, families, and the community.

**Performance**

- 10(c) The special education director uses methods of continuous improvement to achieve the vision, fulfill the mission, and promote the beliefs of the district.
- 10(d) The special education director assesses and develops the capacity of staff to gauge the value and applicability of emerging special education trends and the findings of research for the district and its improvement.
- 10(e) The special education director adopts a systems perspective and promotes coherence among improvement efforts and all aspects of district organization, programs, and services.
- 10(f) The special education director manages uncertainty, risk, competing initiatives, and the politics of change with courage and perseverance, providing support and encouragement, and openly communicating the need for, process for, and outcomes of improvement efforts.



## PUPIL PERSONNEL SERVICES ENDORSEMENTS

### IDAHO STANDARDS FOR AUDIOLOGY

All audiology candidates are expected to meet standards specific to their discipline area(s) at the “acceptable” level or above. Additionally, all audiology candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following standards and competencies for audiologists were adopted from the Council For Clinical Certification in Audiology and Speech-Language Pathology of the American Speech-Language-Hearing Association. (2012 Standards for the Certificate of Clinical Competence in Audiology. These standards are not all-encompassing or absolute but are indicative of the requirements necessary for effective audiologists. The evidence validating candidates’ ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of higher education preparation programs to use knowledge and performance indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

***Standard I: Degree – Applicants for certification must have a doctoral degree. The course of study must address the knowledge and skills necessary to independently practice in the profession of audiology.***

Implementation: Verification of the graduate degree is required of the applicant before the certificate is awarded. Degree verification is accomplished by submitting (a) an application signed by the director of the graduate program, indicating the degree date, and (b) an official transcript showing that the degree has been awarded, or a letter from the university registrar verifying completion of requirements for the degree.

Individuals educated outside the United States or its territories must submit official transcripts and evaluations of their degrees and courses to verify equivalency. These evaluations are typically conducted by credential evaluation services agencies recognized by the National Association of Credential Evaluation Services (NACES). Information that must be provided is (a) confirmation that the degree earned is equivalent to a U.S. doctoral degree, (b) translation of academic coursework into the American semester hour system, and (c) indication as to which courses were completed at the graduate level.

The CFCC has the authority to determine eligibility of all applicants for certification.

***Standard II: Education Program – The graduate degree must be granted by a program accredited by the Council on Academic Accreditation in Audiology and Speech-Language Pathology (CAA).***

Implementation: Applicants whose graduate degree was awarded by a U.S. institution of higher education must have graduated from a program holding CAA accreditation in audiology.

Satisfactory completion of academic course work, clinical practicum, and knowledge and skills requirements must be verified by the signature of the program director or official designee of a CAA-accredited program or a program admitted to CAA candidacy.

***Standard III: Program of Study – Applicants for certification must complete a program of study that includes academic course work and a minimum of 1,820 hours of supervised clinical practicum sufficient in depth and breadth to achieve the knowledge and skills outcomes stipulated in Standard IV. The supervision must be provided by individuals who hold the ASHA Certificate of Clinical Competence (CCC) in Audiology.***

Implementation: The program of study must address the knowledge and skills pertinent to the field of audiology. Clinical practicum must be approved by the academic program from which the student intends to graduate. The student must maintain documentation of time spent in supervised practicum, verified by the academic program in accordance with Standard IV.

Students shall participate in practicum only after they have had sufficient preparation to qualify for such experience. Students must obtain a variety of clinical practicum experiences in different work settings and with different populations so that they can demonstrate skills across the scope of practice in audiology. Acceptable clinical practicum experience includes clinical and administrative activities directly related to patient care. Clinical practicum is defined as direct patient/client contact, consultation, record keeping, and administrative duties relevant to audiology service delivery. Time spent in clinical practicum experiences should occur throughout the graduate program.

Supervision must be sufficient to ensure the welfare of the patient and the student in accordance with the ASHA Code of Ethics. Supervision of clinical practicum must include direct observation, guidance, and feedback to permit the student to monitor, evaluate, and improve performance and to develop clinical competence. The amount of supervision must also be appropriate to the student's level of training, education, experience, and competence.

Supervisors must hold a current ASHA CCC in the appropriate area of practice. The supervised activities must be within the scope of practice of audiology to count toward certification.

***Standard IV: Knowledge and Skills Outcomes – Applicants for certification must have acquired knowledge and developed skills in six areas: foundations of practice, prevention/identification, assessment, (re)habilitation, advocacy/consultation, and education/research/administration.***

Implementation: This standard distinguishes between acquisition of knowledge for Standards IV-A.1–21 and IV-C.1, and the acquisition of knowledge and skills for Standards IV-A.22–29, IV-B, IV-C.2–11, IV-D, IV-E, and IV-F. The applicant must submit a completed application for certification signed by the academic program director verifying successful completion of all knowledge and skills in all six areas of Standard IV. The applicant must maintain copies of transcripts, and documentation of academic course work and clinical practicum.

***Standard IV-A: Foundations of Practice***

***The applicant must have knowledge of:***

- A1. Embryology and development of the auditory and vestibular systems, anatomy and physiology, neuroanatomy and neurophysiology, and pathophysiology
- A2. Genetics and associated syndromes related to hearing and balance
- A3. Normal aspects of auditory physiology and behavior over the life span

- A4. Normal development of speech and language
- A5. Language and speech characteristics and their development across the life span
- A6. Phonologic, morphologic, syntactic, and pragmatic aspects of human communication associated with hearing impairment
- A7. Effects of hearing loss on communication and educational, vocational, social, and psychological functioning
- A8. Effects of pharmacologic and teratogenic agents on the auditory and vestibular systems
- A9. Patient characteristics (e.g., age, demographics, cultural and linguistic diversity, medical history and status, cognitive status, and physical and sensory abilities) and how they relate to clinical services
- A10. Pathologies related to hearing and balance and their medical diagnosis and treatment
- A11. Principles, methods, and applications of psychometrics
- A12. Principles, methods, and applications of psychoacoustics
- A13. Instrumentation and bioelectrical hazards
- A14. Physical characteristics and measurement of electric and other nonacoustic stimuli
- A15. Assistive technology
- A16. Effects of cultural diversity and family systems on professional practice
- A17. American Sign Language and other visual communication systems
- A18. Principles and practices of research, including experimental design, statistical methods, and application to clinical populations
- A19. Legal and ethical practices (e.g., standards for professional conduct, patient rights, credentialing, and legislative and regulatory mandates)
- A20. Health care and educational delivery systems
- A21. Universal precautions and infectious/contagious diseases

***The applicant must have knowledge and skills in:***

- A22. Oral and written forms of communication
- A23. Principles, methods, and applications of acoustics (e.g., basic parameters of sound, principles of acoustics as related to speech sounds, sound/noise measurement and analysis, and calibration of audiometric equipment), as applicable to:
  - a. occupational and industrial environments
  - b. community noise
  - c. classroom and other educational environments
  - d. workplace environments

- A24. The use of instrumentation according to manufacturer's specifications and recommendations
- A25. Determining whether instrumentation is in calibration according to accepted standards
- A26. Principles and applications of counseling
- A27. Use of interpreters and translators for both spoken and visual communication
- A28. Management and business practices, including but not limited to cost analysis, budgeting, coding and reimbursement, and patient management
- A29. Consultation with professionals in related and/or allied service areas

***Standard IV-B: Prevention and Identification***

***The applicant must have the knowledge and skills necessary to:***

- B1. Implement activities that prevent and identify dysfunction in hearing and communication, balance, and other auditory-related systems
- B2. Promote hearing wellness, as well as the prevention of hearing loss and protection of hearing function by designing, implementing, and coordinating universal newborn hearing screening, school screening, community hearing, and occupational conservation and identification programs
- B3. Screen individuals for hearing impairment and disability/handicap using clinically appropriate, culturally sensitive, and age- and site-specific screening measures
- B4. Screen individuals for speech and language impairments and other factors affecting communication function using clinically appropriate, culturally sensitive, and age- and site-specific screening measures
- B5. Educate individuals on potential causes and effects of vestibular loss
- B6. Identify individuals at risk for balance problems and falls who require further vestibular assessment and/or treatment or referral for other professional services

***Standard IV-C: Assessment***

***The applicant must have knowledge of:***

- C1. Measuring and interpreting sensory and motor evoked potentials, electromyography, and other electrodiagnostic tests for purposes of neurophysiologic intraoperative monitoring and cranial nerve assessment

***The applicant must have knowledge and skills in:***

- C2. Assessing individuals with suspected disorders of hearing, communication, balance, and related systems
- C3. Evaluating information from appropriate sources and obtaining a case history to facilitate assessment planning

- C4. Performing otoscopy for appropriate audiological assessment/management decisions, determining the need for cerumen removal, and providing a basis for medical referral
- C5. Conducting and interpreting behavioral and/or electrophysiologic methods to assess hearing thresholds and auditory neural function
- C6. Conducting and interpreting behavioral and/or electrophysiologic methods to assess balance and related systems
- C7. Conducting and interpreting otoacoustic emissions and acoustic immittance (reflexes)
- C8. Evaluating auditory-related processing disorders
- C9. Evaluating functional use of hearing
- C10. Preparing a report, including interpreting data, summarizing findings, generating recommendations, and developing an audiologic treatment/management plan
- C11. Referring to other professions, agencies, and/or consumer organizations

***Standard IV-D: Intervention (Treatment)***

***The applicant must have knowledge and skills in:***

- D1. The provision of intervention services (treatment) to individuals with hearing loss, balance disorders, and other auditory dysfunction that compromises receptive and expressive communication
- D2. Development of a culturally appropriate, audiologic rehabilitative management plan that includes, when appropriate, the following:
  - a. Evaluation, selection, verification, validation, and dispensing of hearing aids, sensory aids, hearing assistive devices, alerting systems, and captioning devices, and educating the consumer and family/caregivers in the use of and adjustment to such technology
  - b. Determination of candidacy of persons with hearing loss for cochlear implants and other implantable sensory devices and provision of fitting, mapping, and audiologic rehabilitation to optimize device use
  - c. Counseling relating to psychosocial aspects of hearing loss and other auditory dysfunction, and processes to enhance communication competence
  - d. Provision of comprehensive audiologic treatment for persons with hearing loss or other auditory dysfunction, including but not exclusive to communication strategies, auditory training, speech reading, and visual communication systems
- D3. Determination of candidacy for vestibular and balance rehabilitation therapy to persons with vestibular and balance impairments
- D4. Treatment and audiologic management of tinnitus

- D5. Provision of treatment services for infants and children with hearing loss; collaboration/consultation with early interventionists, school based professionals, and other service providers regarding development of intervention plans (i.e., individualized education programs and/or individualized family service plans)
- D6. Management of the selection, purchase, installation, and evaluation of large-area amplification systems
- D7. Evaluation of the efficacy of intervention (treatment) services

***Standard IV-E: Advocacy/Consultation***

***The applicant must have knowledge and skills in:***

- E1. Educating and advocating for communication needs of all individuals that may include advocating for the programmatic needs, rights, and funding of services for those with hearing loss, other auditory dysfunction, or vestibular disorders
- E2. Consulting about accessibility for persons with hearing loss and other auditory dysfunction in public and private buildings, programs, and services
- E3. Identifying underserved populations and promoting access to care

***Standard IV-F: Education/Research/Administration***

***The applicant must have knowledge and skills in:***

- F1. Measuring functional outcomes, consumer satisfaction, efficacy, effectiveness, and efficiency of practices and programs to maintain and improve the quality of audiologic services
- F2. Applying research findings in the provision of patient care (evidence-based practice)
- F3. Critically evaluating and appropriately implementing new techniques and technologies supported by research-based evidence
- F4. Administering clinical programs and providing supervision of professionals as well as support personnel
- F5. Identifying internal programmatic needs and developing new programs
- F6. Maintaining or establishing links with external programs, including but not limited to education programs, government programs, and philanthropic agencies

***Standard V: Assessment – Applicants for certification must demonstrate successful achievement of the knowledge and skills delineated in Standard IV by means of both formative and summative assessments.***

***Standard V-A: Formative Assessment – The applicant must meet the education program’s requirements for demonstrating satisfactory performance through ongoing formative assessment of knowledge and skills.***

Implementation: Applicants and program faculties should use the ongoing assessment to help the applicant achieve requisite knowledge and skills. Thus, assessments should be followed by implementation strategies for acquisition of knowledge and skills.

***Standard V-B: Summative Assessment – The applicant must pass the national examination adopted by ASHA for purposes of certification in audiology.***

Implementation: Results of the Praxis Examination in Audiology must be submitted directly to ASHA from ETS. The certification standards require that a passing exam score must be earned no earlier than 5 years prior to the submission of the application and no later than 2 years following receipt of the application. If the exam is not successfully passed and reported within the 2-year application period, the applicant's certification file will be closed. If the exam is passed or reported at a later date, the individual will be required to reapply for certification under the standards in effect at that time.

***Standard VI: Maintenance of Certification – Demonstration of continued professional development is mandated for maintenance of the Certificate of Clinical Competence (CCC) in Audiology. The renewal period will be three (3) years. This standard will apply to all certificate holders, regardless of the date of initial certification.***

Implementation: Once certification is awarded, maintenance of that certification is dependent upon accumulation of the requisite professional development hours every three years. Payment of annual dues and/or certification fees is also a requirement of certification maintenance. A certificate holder whose dues and/or fees are in arrears on August 31, will have allowed their certification to expire on that date.

Individuals who hold the CCC in Audiology must accumulate 30 contact hours of professional development over the 3-year period and must submit a compliance form in order to meet this standard. Individuals will be subject to random review of their professional development activities.

If certification maintenance requirements are not met, certification will lapse. Reinstatement of certification will be required, and certification reinstatement standards in effect at the time of submission of the reinstatement application must be met.



## IDAHO STANDARDS FOR SCHOOL COUNSELORS

The purpose of the standards for school counselors is to promote, enhance, and maximize the learning process. To that end, the school counselor standards facilitate school counselor performance in three broad domains: Academic Development, Career Development, and Personal/Social Development. The domains follow the 2012 American School Counselor Association (ASCA) model and are embedded within each standard as described below. All school counselor candidates are expected to meet the Idaho Standards for School Counselors as endorsed by their institution. Additionally, all school counselor candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following knowledge and performance statements for the School Counselors Standards are widely recognized, though not all-encompassing or absolute, indicators that School Counselors have met the standards. The evidence validating candidates' ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of preparation programs to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

***Standard 1: School Counseling Programs - School counselors should possess the knowledge, abilities, skills and attitudes necessary to plan, organize, implement and evaluate a comprehensive, developmental, results-based school counseling program.***

**Knowledge - School counselors should articulate and demonstrate an understanding of:**

- 1(a) The organizational structure and governance of the American educational system, as well as cultural, political and social influences on current educational practices.
- 1(b) The organizational structure and components of an effective school counseling program.
- 1(c) Barriers to student learning and use of advocacy and data-driven school counseling practices.
- 1(d) Leadership principles and theories.
- 1(e) Individual counseling, group counseling and classroom instruction.
- 1(f) Collaborations with stakeholders such as parents and guardians, teachers, administrators and community leaders.
- 1(g) Principles of school counseling, including prevention, intervention, wellness, education, multiculturalism, and advocacy.
- 1(h) Assessments relevant to K-12 education.

**Performance - An effective school counselor is able to accomplish measurable objectives demonstrating the following:**

- 1(i) Planning, organizing, implementing and evaluating a school counseling program.



- 1(j) Applying the school counseling themes of leadership, advocacy, collaboration and systemic change.
- 1(k) Using technology effectively and efficiently to plan, organize, implement and evaluate the comprehensive school counseling program.
- 1(l) Multicultural, ethical and professional competencies.
- 1(m) Identification and expression of professional and personal qualities and skills of effective leaders.
- 1(n) Advocacy for student success.
- 1(o) Collaboration with parents, teachers, administrators, community leaders and other stakeholders to promote and support student success.

***Standard 2: Foundations - School counselors should possess the knowledge, abilities, skills and attitudes necessary to establish the foundations of a school counseling program.***

**Knowledge - School counselors should articulate and demonstrate an understanding of:**

- 2(a) Beliefs and vision of the school counseling program that align with current school improvement and student success initiatives at the school, district and state level.
- 2(b) Educational systems, philosophies and theories, and current trends in education, including federal and state legislation.
- 2(c) Learning theories.
- 2(d) History and purpose of school counseling, including traditional and transformed roles of school counselors.
- 2(e) Human development theories and developmental issues affecting student success.
- 2(f) District, state, and national student standards and competencies.
- 2(g) Legal and ethical standards and principles of the school counseling profession and educational systems, including state, district and building policies.
- 2(h) The three domains of academic achievement, career planning and personal/social development.

**Performance - An effective school counselor is able to accomplish measurable objectives demonstrating the following:**

- 2(i) Development of the beliefs, vision, and mission of the school counseling program that align with current school improvement and student success initiatives at the school, district and state level.
- 2(j) The use of student standards, such as district, state, or national standards, to drive the implementation of a comprehensive school counseling program.
- 2(k) Application of the ethical standards and principles of the school counseling profession and adhering to the legal aspects of the role of the school counselor and the Code of Ethics for Idaho Professional Educators.

- 2(l) Responsible advocacy for school board policy, as well as local, state and federal statutory requirements in students' best interests.
- 2(m) Practices within the ethical and statutory limits of confidentiality.

***Standard 3: Management - School counselors should possess the knowledge, abilities, skills and attitudes necessary to manage a school counseling program.***

**Knowledge - School counselors should articulate and demonstrate an understanding of:**

- 3(a) Leadership principles, including sources of power and authority, and formal and informal leadership.
- 3(b) Organization theory to facilitate advocacy, collaboration and systemic change.
- 3(c) Presentation skills for programs such as teacher in-services, parent workshops and presentation of results reports to school boards.
- 3(d) Time management, including long- and short-term management, using tools such as schedules and calendars.
- 3(e) Data-driven decision making.
- 3(f) Current and emerging technologies such as use of the Internet, Web-based resources and information management systems.

**Performance - An effective school counselor is able to accomplish measurable objectives demonstrating the following:**

- 3(g) Self-evaluation of his/her own competencies in order to formulate an appropriate professional development plan.
- 3(h) The ability to access or collect relevant data to monitor and improve student behavior and achievement.
- 3(i) The capability to create calendars to ensure the effective implementation of the school counseling program.
- 3(j) Coordination of activities that establish, maintain and enhance the school counseling program.

***Standard 4: Delivery - School counselors should possess the knowledge, abilities, skills and attitudes necessary to deliver a school counseling program.***

**Knowledge - School counselors should articulate and demonstrate an understanding of:**

- 4(a) The distinction between direct and indirect student services.
- 4(b) Counseling theories and techniques in different settings, such as individual planning, group counseling and classroom lessons.
- 4(c) Classroom management.
- 4(d) Principles of career and post-secondary planning.

- 4(e) Principles of working with various student populations based on characteristics, such as ethnic and racial background, English language proficiency, special needs (IEP and 504 Plans), religion, gender and income.
- 4(f) Responsive services (counseling and crisis response) including grief and bereavement.
- 4(g) How diagnoses and/or medication affects the personal, social, and academic functioning of students.

**Performance - An effective school counselor is able to accomplish measurable objectives demonstrating the following:**

- 4(h) Creation and presentation of a developmental school counseling curriculum addressing all students' needs based on student data.
- 4(i) Classroom management and instructional skills.
- 4(j) Encouragement of staff involvement to ensure the effective implementation of the school counseling curriculum.
- 4(k) The ability to build effective, high-quality student support programs.
- 4(l) Development of strategies to implement individual student planning, which may include strategies for appraisal, advisement, goal-setting, decision-making, social skills, transition or post-secondary planning.
- 4(m) The capability to provide responsive services, such as individual/small-group counseling and crisis response.
- 4(n) Participation as member of the crisis team providing assistance to the school and community in a crisis.
- 4(o) Development of a list of community agencies and service providers for student referrals and understanding how to make referrals to appropriate professionals when necessary.
- 4(p) Partnerships with parents, teachers, administrators and education stakeholders for student achievement and success.
- 4(q) The ability to conduct in-service training or workshops for other stakeholders to share school counseling expertise.
- 4(r) Understanding and knowledge regarding how to provide supervision for school counseling interns consistent with the principles.
- 4(s) Skills to critically examine the connections between social, familial, emotional, and behavioral problems and academic achievement.

## IDAHO STANDARDS FOR SCHOOL NURSES

The following knowledge and performance statements for the School Nurse Standards are widely recognized, but not all-encompassing or absolute, indicators that school nurse candidates have met the standards. The evidence validating candidates' ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a school nurse preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards. Additionally, all school nurse candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

An important component of the school nursing profession is a candidate's disposition. Professional dispositions are how the School Nurse candidate views their profession, their content area, and/or students and their health and learning. Every School Nurse preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for School Nurse candidate dispositions.

~~This language was written by a committee of content experts and has been adopted verbatim.~~

***Standard 1: Quality Assurance - The school nurse understands how to systematically evaluate the quality and effectiveness of school nursing practice.***

### Knowledge

- 1(a) The school nurse understands the professional, state, and local policies, procedures, and practice guidelines that impact the effectiveness of school nursing practice within the school setting.
- 1(b) The school nurse understands ~~that school nursing practice must fall within the boundaries of~~ the scope and standards of practice as ~~defined~~ identified by the American Nurses Association, National Association of School Nurses, and the Idaho State Board of Nursing administrative code.
- 1(c) The school nurse understands how to ~~access research and~~ interpret data applicable to the school setting to ensure meaningful health and academic outcomes.
- ~~1(e)~~ 1(d) The school nurse understands the importance of documentation and uniform data set collection methods for evaluation and continuous quality improvement.

### Performance

- ~~1(d)~~ 1(e) The school nurse conducts ongoing evaluations of school nursing practice.
- ~~1(e)~~ 1(f) The school nurse identifies the policies, procedures, and practice guidelines applicable to school nursing practice.
- 1(g) The school nurse uses research and data to monitor quality and effectiveness of school nursing practice.
- ~~1(f)~~ 1(h) The school nurse demonstrates critical thinking skills, use of evidence-based practice, and clinical competence.

***Standard 2: Professional Development - The school nurse is a reflective practitioner who improves clinical skills through continual self-evaluation and ongoing education.***

**Knowledge**

- 2(a) The school nurse understands how to improve knowledge and competency in school nursing ~~practice~~.
- 2(b) The school nurse knows how to self-assess professional nursing practice.
- 2(c) The school nurse knows how to access professional resources and organizations that support school nursing ~~practice~~.
- 2(d) The school nurse ~~knows about the professional organizations that support the nursing practice~~ understands the current educational and health care laws which impact the ability of students to access education and healthcare in their community.

**Performance**

- 2(e) The school nurse participates in professional development related to current clinical knowledge and professional issues.
- 2(f) The school nurse seeks and acts on constructive feedback regarding professional development.
- 2(g) The school nurse pursues professional development as related to professional and program goals.

***Standard 3: Communication - The school nurse is skilled in a variety of communication techniques (i.e., verbal and nonverbal).***

**Knowledge**

- 3(a) The school nurse understands the importance of effective communication with school staff, families, students, the community, and other service providers.
- 3(b) The school nurse understands problem solving and counseling techniques and crisis intervention strategies for individuals and groups.
- 3(c) The school nurse knows how to document appropriately.

**Performance**

- 3(d) The school nurse follows FERPA and HIPPA guidelines while communicating effectively and with sensitivity to community and cultural values, in a variety of settings (e.g., classroom presentations, public forums, individual interactions, written communication, ~~and~~ documentation, professional collaboration).

***Standard 4: Collaboration - The school nurse understands how to interact collaboratively with and contribute to the professional development of peers and school personnel.***

**Knowledge**

- 4(a) The school nurse understands the principles of collaboration in sharing knowledge and skills ~~with other professionals and staff~~.

**Performance**

- 4(b) The school nurse works collaboratively ~~with nursing colleagues and school personnel~~ to enhance professional practice and to contribute to a supportive, healthy school environment.

***Standard 5: Ethics and Advocacy - The school nurse makes decisions and takes actions on behalf of students and families in an ethical, professional manner.***

**Knowledge**

- 5(a) The school nurse understands the code of ethics adopted by the American Nurses Association and the National Association of School Nurses and the Code of Ethics for Idaho Professional Educators.
- 5(b) The school nurse knows how to advocate ~~for students and families~~ and facilitate behavioral, emotional, and/or psychosocial services, both within the school environment and the community.

**Performance**

- 5(c) The school nurse performs duties in accord with the legal, regulatory, and ethical parameters of health and education (e.g. Idaho Nurse Practice Act, FERPA, HIPPA, IDEA, Section 504).
- 5(d) The school nurse acts as an advocate for students and families.
- 5(e) The school nurse delivers care in a manner that is sensitive to student diversity.

***Standard 6: Health and Wellness Education - The school nurse assists students, families, the school staff, and the community to achieve optimal levels of wellness through appropriately designed and delivered clinical practice and health education.***

**Knowledge**

- 6(a) The school nurse understands developmentally appropriate health education.
- 6(b) The school nurse understands the influence of social determinates of health and family dynamics on student achievement and wellness.
- 6(c) The school nurse understands that health instruction within the classroom is based on learning theory.
- 6(d) The school nurse understands child, adolescent, family, and community health issues.
- ~~6(e)~~ 6(f) The school nurse understands how health issues impact student learning.
- ~~6(e)~~ 6(f) The school nurse knows how to identify physical manifestations of possible behavioral, emotional, and/or psychosocial issues.

**Performance**

- ~~6(f)~~ 6(g) The school nurse assists individual students in acquiring appropriate skills based on age and developmental levels to advocate for themselves.

~~6(g)~~6(h) The school nurse participates in the assessment of health education and health instructional needs of the school community.

~~6(h)~~6(i) The school nurse provides health instruction within the classroom based on learning theory, as appropriate to student developmental levels and school needs.

~~6(i)~~6(j) The school nurse provides individual and group health instruction and counseling for and with students, families, and staff.

~~6(j)~~6(k) The school nurse acts as a resource person to school staff, students, and families regarding health education and health community resources.

~~6(k)~~6(l) The school nurse assists students in changing high-risk behaviors through education and referral.

***Standard 7: Program Management - The school nurse is a manager of school health services.***

**Knowledge**

- 7(a) The school nurse understands the principles of school nursing management.
- 7(b) The school nurse understands that program delivery is influenced by a variety of factors (e.g., cost, program diversity, staffing, ~~and~~ laws).
- 7(c) The school nurse knows how to teach, supervise, evaluate, and delegate to Unlicensed Assistive Personnel.
- 7(d) The school nurse knows how to identify and secure appropriate and available services and resources in the community.

**Performance**

- 7(e) The school nurse demonstrates the ability to organize, prioritize, and make independent nursing decisions.
- 7(f) The school nurse demonstrates the ability to plan and budget resources in a fiscally responsible manner.
- 7(g) The school nurse demonstrates leadership skills to utilize human resources efficiently.
- 7(h) The school nurse teaches, supervises, evaluates, and delegates to Unlicensed Assistive Personnel.
- 7(i) The school nurse uses appropriate technology in managing school health services.

## IDAHO STANDARDS FOR SCHOOL PSYCHOLOGISTS

The following knowledge and performance statements for the School Psychologist Standards are widely recognized, but not all-encompassing or absolute, indicators that School Psychologist candidates have met the standards. The evidence validating candidates' ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a school psychologist preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards. Additionally, all school psychologist candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

An important component of the School Psychology profession is a candidate's disposition. Professional dispositions are how the School Psychologist candidate views their profession, their content area, and/or students and their health and learning. Every School Psychology preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for School Psychologist candidate dispositions.

***Standard 1: Assessment, Data-Based Decision Making, and Accountability - The school psychologist understands varied models and methods of assessment that yield information useful in understanding problems, identifying strengths and needs, measuring progress as it relates to educational and social emotional, and behavioral outcomes of students with respect for cultural and linguistic diversity.***

### Knowledge

- 1(a) The school psychologist understands traditional standardized norm-referenced assessment instruments.
- 1(b) The school psychologist understands alternative assessment approaches (e.g., curriculum-based, portfolio, ecological).
- 1(c) The school psychologist knows understands non-test assessment procedures (e.g., observation, diagnostic interviewing, reviewing records).
- 1(d) The school psychologist understands the application of a multi-tiered system of support for educational and social, emotional, and behavioral needs of students.
- 1(e) The school psychologist understands correct interpretation and application of assessment data.
- 1(f) The school psychologist understands the use of assessment data as it applies to the process of transitions at Pre-K through age 21 development levels.

### Performance

- 1(g) The school psychologist uses various models and methods of assessment as part of a systematic process to collect data and other information.
- 1(h) The school psychologist translates assessment results into the design, implementation, and accountability of empirically supported instruction,



- interventions, and educational and mental health services effective for particular situations, contexts, and diverse characteristics.
- 1(i) The school psychologist uses assessment and data collection methods to evaluate the effectiveness of interventions and recommendations.
  - 1(j) The school psychologist interprets and synthesizes assessment information from a variety of sources.

***Standard 2: Consultation and Collaboration - the school psychologist understands effective collaborative and consultation approaches to promote the learning and success of students.***

**Knowledge**

- 2(a) The school psychologist understands varied methods of consultation in psychology and education (e.g. behavioral, problem-solving, mental health, organizational, instructional) applicable to individuals, families, groups, and systems.
- 2(b) The school psychologist understands methods for effective consultation and collaboration that link home, school, and community settings.
- 2(c) The school psychologist understands factors necessary for effective interpersonal communication.
- 2(d) The school psychologist understands how to communicate effectively in oral and written form.

**Performance**

- 2(e) The school psychologist uses effective consultation and collaboration methods to develop a climate in which consensus can be achieved to promote positive student outcomes.
- 2(f) The school psychologist consults and collaborates effectively in the planning, problem solving, and decision-making processes to design, implement, and evaluate educational and mental health services with respect for cultural and linguistic diversity.
- 2(g) The school psychologist displays positive interpersonal skills by listening, adapting, addressing ambiguity, and being professional in difficult situations.
- 2(h) The school psychologist effectively communicates information in oral and written form for diverse audiences, for example, parents, teachers, other school personnel, policy makers, community leaders, and/or others.

***Standard 3: Effective Instruction and Development of Cognitive and Academic Skills - The school psychologist understands learning theories, cognitive strategies and their application to the development of effective instruction, while considering biological, cultural, linguistic, and social influences on educational progress.***

**Knowledge**

- 3(a) The school psychologist understands human learning, cognition, and developmental processes with respect for cultural and linguistic diversity.
- 3(b) The school psychologist understands empirically supported methods in psychology and education to promote cognitive and academic skills, including those related to needs of students with diverse backgrounds and characteristics.
- 3(c) The school psychologist understands evidence-based curriculum and instructional strategies that facilitate students' academic achievement.
- 3(d) The school psychologist understands how to develop appropriate educational goals for students with different ability levels and cultural/social backgrounds.
- 3(e) The school psychologist understands techniques assess learning and instruction for using data in decision making, planning, and progress monitoring.

**Performance**

- 3(f) The school psychologist assists in achieving academic outcomes, such as classroom instructional support, literacy strategies, home and school collaboration, instructional consultation, and other evidenced-based practices.
- 3(g) The school psychologist uses assessment and data-collection methods to assist in developing appropriate educational goals for students with diverse abilities and backgrounds.
- 3(h) The school psychologist assists in promoting the use of evidence-based interventions with fidelity.

***Standard 4: Student Diversity in Development and Learning - The school psychologist understands that an individual's development and learning are influenced by one or more of the following factors: biological, social, cultural, ethnic, experiential, socioeconomic, environmental, gender-related, and/or linguistic.***

**Knowledge**

- 4(a) The school psychologist understands individual differences, abilities, and other diverse characteristics.
- 4(b) The school psychologist understands principles and research related to diversity factors for students, families, and schools, including factors related to culture, context, individual, and role differences.
- 4(c) The school psychologist understands empirically supported strategies to enhance educational services for students and families and effectively address potential influences on learning related to diversity.
- 4(d) The school psychologist understands the diversity of the continuum of educational development for students ages three through 21, including all educational service transitions.

**Performance**

- 4(e) The school psychologist provides educational services that promote effective functioning for individuals, families, and schools with diverse characteristics, cultures, and backgrounds across multiple contexts.
- 4(f) The school psychologist collaborates to address individual differences, strengths, backgrounds, and needs in providing services to improve educational and mental health outcomes for students.
- 4(g) The school psychologist provides culturally competent and effective practices in all areas of school psychology service delivery.

***Standard 5: Legal, Ethical, and Professional Practice –The school psychologist understands the history and foundations of the profession, various service models and methods, and applies legal and ethical practices to advocate for the educational rights and welfare of students and families.***

**Knowledge**

- 5(a) The school psychologist understands the history and foundations of school psychology.
- 5(b) The school psychologist understands multiple service models and methods.
- 5(c) The school psychologist understands ethical, legal, and professional standards and other factors related to professional identity, including personal biases and effective practice.
- 5(d) The school psychologist understands current federal and state statutes and regulations pertaining to educational services.
- 5(e) The school psychologist understands self-evaluation methods to determine areas for continuing professional development.

**Performance**

- 5(f) The school psychologist provides services consistent with ethical, legal, and professional standards.
- 5(g) The school psychologist engages in ethical and professional decision-making.
- 5(h) The school psychologist collaborates with and consults other professionals regarding legal and ethical educational practices.
- 5(i) The school psychologist applies professional work characteristics for effective practice, including respect for human diversity and social justice, communication skills, interpersonal skills, responsibility, adaptability, initiative, and dependability.
- 5(j) The school psychologist demonstrates legal and ethical practices in communication and the use of technology.
- 5(k) The school psychologist utilizes supervision and mentoring in the development of legal and ethical professional practice.

***Standard 6: School-Wide Practices to Promote Learning - The school psychologist understands the unique organization and culture of schools and related systems.***

**Knowledge**

- 6(a) The school psychologist understands school and multi-tiered systems' structure, organization, and theory.
- 6(b) The school psychologist understands general and special education.
- 6(c) The school psychologist understands empirically supported school practices that promote academic outcomes, learning, social development, and mental health.

**Performance**

- 6(d) The school psychologist, in collaboration with others, demonstrates skills to develop and implement practices and strategies to create and maintain effective and supportive learning environments for students and others.
- 6(e) The school psychologist utilizes data-based decision making and evaluation methods, problem-solving strategies, consultation, and other services for systems-level issues, initiatives, and accountability responsibilities.

***Standard 7: Interventions and Mental Health Services to Develop Social and Life Skills - The school psychologist understands human development and psychopathology, including biological, cultural, and social influences.***

**Knowledge**

- 7(a) The school psychologist understands biological, cultural, developmental, and social influences on learning, behavior, mental health, and life skills.
- 7(b) The school psychologist understands techniques to assess socialization, mental health, and life skills and methods for using data in decision making, planning, and progress monitoring
- 7(c) The school psychologist understands evidence-based supported strategies to promote social-emotional functioning and mental health.

**Performance**

- 7(d) The school psychologist uses assessment and data collection methods to collaboratively develop appropriate goals for students with diverse abilities, backgrounds, strengths, and needs.
- 7(e) The school psychologist integrates behavioral supports and mental health services with academic and behavioral goals to promote positive outcomes for students.
- 7(f) The school psychologist uses empirically supported strategies to collaboratively develop and implement services at the individual, group, and/or systems levels and to enhance classroom, school, home, and community factors related to student's mental health, socialization, and learning.

***Standard 8: Preventive and Responsive Services – The school psychologist understands preventive and responsive services in educational settings to promote a safe school environment.***

**Knowledge**

- 8(a) The school psychologist understands principles and research related to resilience and risk factors in learning and mental health.
- 8(b) The school psychologist understands services in schools and communities to support multi-tiered prevention, and empirically supported strategies for effective crisis response.

**Performance**

- 8(c) The school psychologist, in collaboration with others, demonstrates skills to promote services that enhance learning, mental health, safety, physical well-being, and resilience through protective and adaptive factors.
- 8(d) The school psychologist, in collaboration with others, demonstrates skills to implement and/or evaluate effective crisis preparation, response, and recovery.
- 8(e) The school psychologist uses assessment and data collection methods to collaboratively develop appropriate goals for and to evaluate outcomes of prevention and response activities and crisis services.

***Standard 9: Home/School/Community Collaboration - The school psychologist understands how to work effectively with students, families, educators, and others in the community to promote and provide comprehensive educational services.***

**Knowledge**

- 9(a) The school psychologist understands the characteristics of families, family strengths and needs, family culture, and family–school interactions that impact student development.
- 9(b) The school psychologist understands the psychological and educational principles and research related to family systems and their influences on students’ academic, motivational, behavioral, mental health, and social characteristics.
- 9(c) The school psychologist understands empirically supported strategies to support family influences on student learning, socialization, and mental health.
- 9(d) The school psychologist understands methods to develop collaboration between families, schools, and community agencies.

**Performance**

- 9(e) The school psychologist demonstrates skills, in collaboration with others, to design, implement, and evaluate services that facilitate family and school partnerships and interactions with community agencies for enhancement of academic and social-behavioral outcomes for students.

- 9(f) The school psychologist uses empirically supported strategies to promote effective collaboration and partnerships among parents, schools, and community agencies regarding student learning, socialization, and mental health.

***Standard 10: Research and Program Evaluation - The school psychologist understands research, statistics, and evaluation methods.***

**Knowledge**

- 10(a) The school psychologist understands research design, statistics, measurement, varied data-collection and analysis techniques.
- 10(b) The school psychologist understands statistical and other data analysis techniques sufficient for interpretation of research and data in applied settings.
- 10(c) The school psychologist understands program evaluation methods at the individual, group, and systems levels.

**Performance**

- 10(d) The school psychologist demonstrates skills to evaluate and apply research as a foundation for service delivery.
- 10(e) The school psychologist provides assistance in educational settings for analyzing, interpreting, and using empirical foundations for effective practices at the individual, group, and/or systems levels.
- 10(f) The school psychologist demonstrates skills in using various techniques and technology resources, in collaboration with others, for data collection, measurement, analysis, and program evaluation to support effective practices at the individual, group, and/or systems levels.

## IDAHO STANDARDS FOR SCHOOL SOCIAL WORKERS

The following knowledge and performance statements for the School Social Worker Standards are widely recognized, but not all-encompassing or absolute, indicators that School Social Worker candidates have met the standards. These standards were adapted from the 2008 Council on Social Work Education (CSWE) Educational Policy and Accreditation Standards, the National Association of Social Workers (NASW) School Social Work Standards, and the School Social Work Association of America's National School Social Work Model: Improving Academic and Behavioral Outcomes. It is the responsibility of a School Social Work preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards. Additionally, all school social worker candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

An important component of the School Social Work profession is a candidate's disposition. Professional dispositions are how School Social Work candidates view their profession, their content area, and/or students and their health and learning. Every School Social Work preparation program at each institution is responsible for establishing and promoting a comprehensive set of guidelines for School Social Worker candidate dispositions.

***Standard 1: Foundations of the professional school social worker - The competent school social worker is an advanced practitioner trained in mental health with a masters degree in social work, who provides services related to a person's social emotional and life adjustment to school and/or society. School social workers are the link between the home, school and community in providing direct as well as indirect services that promote and support students' academic and social success.***

### **Knowledge - The competent school social worker:**

- 1(a) Understands that school social work is an area of concentration built on the knowledge and competencies of graduate level social work education.
- 1(b) Understands how to improve academic and behavioral outcomes of students.
- 1(c) Possesses skills and knowledge to ensure the delivery of scientifically supported services.
- 1(d) Knows how to promote a positive school climate and culture.
- 1(e) Knows how to maximize school-based and community resources.
- 1(f) Understands how to synthesize and apply a broad range of interdisciplinary and multidisciplinary knowledge and skills.

### **Performance - The competent school social worker:**

- 1(g) Uses knowledge to improve academic and behavioral outcomes of students.
- 1(h) Utilizes skills and knowledge to ensure the delivery of scientifically supported services.
- 1(i) Promotes a positive school climate and culture.
- 1(j) Maximizes school-based and community resources.

- 1(k) Synthesizes and applies a broad range of interdisciplinary and multidisciplinary knowledge and skills.

***Standard 2: Engagement, Assessment, Intervention, and Evaluation - The competent school social worker engages, assesses, intervenes, and evaluates with individuals, families, groups, organizations and communities for the enhancement of student learning and the educational system.***

**Knowledge - The competent school social worker:**

- 2(a) Understands environmental factors when planning interventions to create an effective bridge between students' experiences and goals.
- 2(b) Understands how to conduct social work assessment of adaptive behavior, learning styles, self-esteem, social skills, attitudes, high-risk behavior (i.e. truancy, suicide, homicide, drug and alcohol, etc.), interests, and emotional/mental health.
- 2(c) Understands how to help students work cooperatively and productively.
- 2(d) Understands how to interpret and utilize research to evaluate and guide professional interventions and program development.
- 2(e) Understands dispute resolution strategies.
- 2(f) Is familiar with the diagnostic tools used by other professionals in the school.
- 2(g) Understands the use of assessment as a means to evaluate the student's social emotional/mental functioning, including:
  - The child's physical, cognitive, and social-emotional development.
  - Family history and factors that influence the child's overall functioning.
  - The child's behavior and attitude in different settings.
  - Patterns of interpersonal relationships in all spheres of the child's environment.
  - Patterns of achievement and adjustment at critical points in the child's growth and development.
  - Adaptive behavior and cultural factors that may influence learning; understands the relationship between assessment, eligibility, and placement decisions, including the development of Accommodation, Behavior, Response to Intervention (RTI) and Individualized Education Plans (IEP).

**Performance - The competent school social worker:**

- 2(h) Substantively and effectively builds relationships with individuals, families, groups, organizations, and communities.
- 2(i) Uses empathy and other interpersonal skills.
- 2(j) Develops a mutually agreed-on intervention goals and objectives.
- 2(k) Collects, organizes, and interprets student data.



- 2(l) Assesses student and family strengths and limitations with the goal of improving student social, emotional, behavioral, and academic outcomes.
- 2(m) Selects and utilizes appropriate intervention strategies.
- 2(n) Initiates actions to achieve student learning outcomes.
- 2(o) Implements prevention interventions that enhance student and family capacities.
- 2(p) Helps students and families resolve problems.
- 2(q) Negotiates, mediates, and advocates for students, families and the school system.
- 2(r) Plans for and facilitates transitions and termination of services.
- 2(s) Critically analyzes, monitors, and evaluates interventions.
- 2(t) Uses diverse interview techniques and written communication with all persons within the student's environment.
- 2(u) Mobilizes the resources of the school and community to meet the needs of students and their families.
- 2(v) Assists in establishing expectations for student learning consistent with students' strengths and educational goals.

***Standard 3: Knowledge of human behavior and the social environment - The competent school social worker is knowledgeable about human behavior across the life course; the range of social systems in which people live; and the ways social systems promote or deter people in maintaining or achieving health and well-being. School social workers apply pertinent theories and knowledge to understand biological, social, cultural, psychological, and spiritual development.***

**Knowledge - The competent school social worker:**

- 3(a) Understands theories of normal and exceptional development in early childhood, middle childhood, adolescence, and early adulthood and their application to all students.
- 3(b) Understands the effects of mental illness on students' ability to participate in learning.
- 3(c) Understands the person-in-environment context of social work.
- 3(d) Understands the effects of biological, spiritual, legal, social, and cultural factors on human development and social functioning.
- 3(e) Understands characteristics and implications for education of children with academic, and/or social/emotional challenges.
- 3(f) Understands strength-based assessments and practices that support growth and development.
- 3(g) Understands the social-developmental history with its focus on the student's functioning within the educational environment.

- 3(h) Understands principles of and strategies for effective behavior, emotional and social management within the school environment.
- 3(i) Understands how people's attitudes within the educational environment influence behavior of individuals.
- 3(j) Understands the importance of parents'/guardians' participation in fostering students' positive development.
- 3(k) Understands the goals and objectives of educational organizations.
- 3(l) Understands how service learning and volunteerism promote the development of personal and social responsibility.

**Performance - The competent school social worker:**

- 3(m) Utilizes the human behavior in the social environment framework to guide processes of assessment, intervention, and evaluation with individuals, groups, families, and school system.
- 3(n) Critiques and applies knowledge to understand students in their educational, family and community environments.
- 3(o) Gathers and interprets appropriate information to document and assess environmental, emotional, cultural, socioeconomic, educational, biological, psychosocial, and legal factors that affect children's learning.
- 3(p) Develops and implements empirically based prevention and intervention plans that enable the child to "respond to intervention" (RTI).
- 3(q) Provides individual, group, and/or family counseling and other services to enhance success in the educational process.
- 3(r) Provides crisis intervention counseling and other services to the school community.
- 3(s) Provides consultation to teachers, administrators, parents, and community agencies.
- 3(t) Conducts social work assessments and participates in eligibility conferences for special education and other programmatic options, students' educational planning conferences, and conferences with parents.
- 3(u) Implements appropriate areas of student IEP, accommodation, and behavior plans.
- 3(v) Initiates referrals and linkages to community agencies and maintains follow-up services on behalf of identified students.

***Standard 4: Policy practice - The competent school social worker advances social and economic well-being and delivers effective social work services in the educational setting. School social workers, as systems' change agents, shall identify areas of need that are not being addressed by the local education agency and community and shall work to create services that address these needs. School social workers shall be informed about court decisions, legislation, rules and regulations, and policies and procedures that affect school social work practice, to effectively advocate for students.***

**Knowledge - The competent school social worker:**

- 4(a) Understands the interdisciplinary approach to service delivery within the educational environment.
- 4(b) Understands parent/guardian and student rights (both legal and educational) regarding assessment and evaluation.
- 4(c) Understands the collaborative process with parents, school personnel, community based organizations, and agencies to enhance the student's educational functioning.
- 4(d) Understands the school's role within the context of the larger community.
- 4(e) Understands the importance of audience and purpose when selecting ways to communicate ideas.
- 4(f) Understands how to work with administrators and other school personnel to make changes within the school.
- 4(g) Understands the organization and operation of safe school systems.
- 4(h) Understands school policies and procedures as they relate to student learning, safety and well-being.

**Performance - The competent school social worker:**

- 4(i) Analyzes, formulates, and advocates for policies that advance social well-being for students, families, and school system.
- 4(j) Collaborates with colleagues and clients for effective policy action.
- 4(k) Educates students and parents about school, State, and Federal policies and statutes and accompanying rights and responsibilities.
- 4(l) Identifies and addresses gaps in services for students and families.
- 4(m) Engages in advocacy that seeks to ensure that all students have equal access to education and services to enhance their academic progress.

***Standard 5: Environmental contexts that shape practice - Competent school social workers are informed, resourceful, and proactive in responding to evolving organizational, community, and societal contexts at all levels of practice. They recognize that the educational settings are dynamic, and use knowledge and skills to respond proactively.***

**Knowledge - The competent school social worker:**

- 5(a) Understands systems theories as they relate to classrooms, schools, families, and community.
- 5(b) Understands the application of social learning theories to identify and develop broad-based prevention and intervention programs.
- 5(c) Understands learning theory and normal and exceptional development as it applies to the content and curriculum of educational planning and intervention.

- 5(d) Understands how to develop long- and short-term empirically based intervention plans consistent with curriculum and students' diversity and strengths, life experiences, and social/emotional factors.
- 5(e) Understands how to integrate and use technology for assessments, interventions, and information management.
- 5(f) Understands that as members of interdisciplinary teams and coalitions, school social workers shall work collaboratively to mobilize the resources of local education agencies and communities to meet the needs of students and families.
- 5(g) Understands how to facilitate a collaborative relationship between general and special education systems to promote a unified system of education.

**Performance - The competent school social worker:**

- 5(h) Continuously discovers, appraises, and attends to changing locales, populations, scientific and technological developments, and emerging societal trends to provide relevant service.
- 5(i) Provides leadership in promoting sustainable changes in service delivery and practice to improve the quality of social services.
- 5(j) Facilitates collaborative relationships between general and special education systems to promote a unified system of education.
- 5(k) Develops long- and short-term empirically based intervention plans consistent with curriculum and students' diversity and strengths, life experiences, and social/emotional factors.
- 5(l) Integrates and uses technology for assessments, interventions, and information management.

***Standard 6: Empirically based practice - The competent school social worker engages in research-informed practice and practice-informed research. School social workers use practice experience to inform research, employ evidence-based interventions, evaluate their own practice, and use research findings to improve practice, policy, and social service delivery in the educational setting.***

**Knowledge - The competent school social worker:**

- 6(a) Understands empirically-based methods of individual, group, family, and crisis counseling.
- 6(b) Understands empirically-based methods of social work service delivery.
- 6(c) Understands the process of needs assessment, referral, and resource development.
- 6(d) Understands quantitative and qualitative research.
- 6(e) Understands scientific and ethical approaches to building knowledge.
- 6(f) Understands the use of empirically based assessment and evaluation results to develop student interventions.

**Performance - The competent school social worker:**

- 6(g) Uses practice in the educational setting to inform future research activities.
- 6(h) Uses research evidence to inform practice in assessment, prevention, intervention and evaluation with individuals, groups, families, and the school system.
- 6(i) Uses evidence based knowledge in the development and implementation of accommodation, behavioral, RTI, and IEP plans.
- 6(j) Collects, interprets and uses data in interdisciplinary collaboration to develop and foster academic achievement.
- 6(k) Involves students in self-assessment activities to help them become aware of their strengths and needs to establish and attain their goals.

***Standard 7: Advocacy - The competent school social worker advances student, family and human rights for social and economic justice within educational settings. Each person, regardless of position in society, has basic human rights, such as freedom, safety, privacy, an adequate standard of living, health care, and education.***

**Knowledge - The competent school social worker:**

- 7(a) Understands methods of advocacy on behalf of individuals, families, and school systems.
- 7(b) Understands the role of advocacy and facilitation at all levels of the system that affect students and their families.
- 7(c) Understands the need to improve access to services and resources.
- 7(d) Understands the forms and mechanisms of oppression and discrimination and how these factors impact student learning.
- 7(e) Recognizes the global interconnections of oppression and are knowledgeable about theories of justice and strategies to promote human and civil rights within the academic setting.

**Performance - The competent school social worker:**

- 7(f) Advocates for student, family and human rights and social and economic justice.
- 7(g) Engages in practices that advance social and economic justice.
- 7(h) Works to empower children, their families, educators, and others to gain access to and effectively use school and community resources.
- 7(i) Identifies areas of need and accesses or advocates for the creation of resources at the state and community level.
- 7(j) Advocates for students with other members of the educational community to enhance students' functioning in the learning environment.
- 7(k) Incorporates social justice practices in organizations, institutions, and society to ensure that these basic human rights are distributed equitably and without prejudice.

**Standard 8: Diversity and cultural competence** - *The competent school social worker understands how diversity characterizes and shapes the human experience and is critical to the formation of identity. The dimensions of diversity are understood as the intersectionality of multiple factors including age, class, color, culture, disability, ethnicity, gender, gender identity and expression, immigration status, political ideology, race, religion, sex, and sexual orientation.*

**Knowledge - The competent school social worker:**

- 8(a) Understands the variations in beliefs, traditions, and values across cultures and their effect on interactions among group members.
- 8(b) Understands the broad range of backgrounds and experiences that shape students' approaches to learning.
- 8(c) Understands how students' success is influenced by prior learning and the diversity factors listed above.
- 8(d) Understands and identifies differences in approaches to learning and performance, including different learning styles, performance modes, and variations of perception.
- 8(e) Understands the issues of second language acquisition and the immigrant experience.
- 8(f) Understands ways in which similar behaviors may have different meanings to people in different cultures.
- 8(g) Understands that, as a consequence of difference and diversity, a person's life experiences may include oppression, poverty, marginalization, and alienation as well as privilege, power, and acclaim.

**Performance - The competent school social worker:**

- 8(h) Considers the extent to which a culture's structures and values may oppress, marginalize, alienate, create or enhance privilege and power.
- 8(i) Gains sufficient self-awareness to eliminate the influence of personal biases and values in working with diverse groups.
- 8(j) Communicates their understanding of the importance of difference in shaping life, learning and educational experiences.
- 8(k) Actively learns from and engages those with whom they work.
- 8(l) Considers how these factors impact student learning, academic success and achievement.

**Standard 9: Critical Thinking** - *The competent school social worker is knowledgeable about the principles of logic, scientific inquiry, and professional judgment and their implications to student learning.*

**Knowledge - The competent school social worker:**

- 9(a) Understands how to analyze the usefulness of knowledge in specific situations.

- 9(b) Understands how synthesis and communication of relevant information is pertinent to the educational setting.
- 9(c) Understands how to integrate content knowledge for service delivery.
- 9(d) Understands theories and methods of communication.

**Performance - The competent school social worker:**

- 9(e) Distinguishes, appraises, and integrates multiple sources of knowledge, including research-based knowledge, and practice wisdom.
- 9(f) Uses critical thinking and professional judgment augmented by creativity and curiosity in decision making.
- 9(g) Analyzes models of assessment, prevention, intervention, and evaluation.
- 9(h) Synthesizes and communicates relevant information as it pertains to the learning environment.
- 9(i) Uses supervision and consultation to determine best practice service delivery.
- 9(j) Utilizes theories and appropriate methods of communication when engaging a variety of audiences.

***Standard 10: Ethical Practice - The competent school social worker conducts themselves ethically by applying ethical principles to guide professional practice and decision making within the educational setting.***

**Knowledge - The competent school social worker:**

- 10(a) Understands federal and state laws and regulations as they pertain to ethical school social work practice.
- 10(b) Understands the NASW Code of Ethics and, as applicable, of the International Federation of Social Workers/International Association of Schools of Social Work Ethics in Social Work, Statement of Principles.
- 10(c) Understands the legal and ethical principles of confidentiality as they relate to the practice of school social work, (i.e. HIPPA, FERPA).
- 10(d) Understands the value base of the profession, its ethical standards, and relevant law.

**Performance - The competent school social worker:**

- 10(e) Maintains current knowledge of and abides by federal and State laws and regulations, with emphasis on confidentiality, and students' and families' rights.
- 10(f) Models and promotes ethical practices for confidential communication.
- 10(g) Manages personal values in a way that allows professional values to guide practice.
- 10(h) Makes ethical decisions by applying standards of the NASW Code of Ethics and, as applicable, of the International Federation of Social Workers/International Association of Schools of Social Work Ethics in Social Work, Statement of Principles.

- 10(i) Tolerates ambiguity in resolving ethical conflicts.
- 10(j) Applies strategies of ethical reasoning to arrive at principled decisions.
- 10(k) Collaborates with other educational professionals in an interdisciplinary and ethical manner.

***Standard 11: Identifies as a professional school social worker and conducts oneself accordingly - School social workers serve as representatives of the profession, its mission, and its core values. They know the profession's history. Social workers commit themselves to the profession's enhancement and to their own professional conduct and growth.***

**Knowledge - The competent school social worker:**

- 11(a) Understands methods of practice, including counseling, crisis intervention, case work, and individual, group, and family therapies.
- 11(b) Understands and develops skills in advocacy, case management, classroom groups, community organization, consultation and in-service training.
- 11(c) Understands the role of mandated reporters and the function of the State's child welfare agency and law enforcement interaction.
- 11(d) Understands the importance of active participation and leadership in professional education and social work organizations.
- 11(e) Understands how to use supervision, consultation, collaboration, and continuing education to identify areas for ongoing professional development.
- 11(f) Understands the importance of taking responsibility for self-evaluation as a competent and ethical practitioner.
- 11(g) Understands the significance of social work history.

**Performance - The competent school social worker:**

- 11(h) Advocates for student and family access to social work services in the educational setting.
- 11(i) Practices personal reflection and self-correction to assure continual professional development.
- 11(j) Attends to professional roles and boundaries within the context of the educational setting.
- 11(k) Demonstrates professional demeanor in behavior, appearance, and communication.
- 11(l) Engages in career-long learning.
- 11(m) Uses supervision and consultation.
- 11(n) Uses continuing education, professional development activities, research, professional literature, observations and experiences to enhance professional growth and to guide evaluation of professional practice.



- 11(o) Participates in professional activities and organizations that promote and enhance school social work practice.

## IDAHO STANDARDS FOR SPEECH-LANGUAGE PATHOLOGY

All speech-language pathology candidates are expected to meet standards specific to their discipline area(s) at the “acceptable” level or above. Additionally, all speech-language pathology candidates are expected to meet the requirements defined in State Board Rule (IDAPA 08.02.02: Rules Governing Uniformity).

The following standards and competencies for speech-language pathologists were adopted from the Council for Clinical Certification in Audiology and Speech-Language Pathology of the American Speech-Language-Hearing Association. (2014 Standards for the Certificate of Clinical Competence in Speech-Language Pathology. These standards are not all-encompassing or absolute but are indicative of the requirements necessary for effective speech language pathologists. The evidence validating candidates’ ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of higher education preparation programs to use knowledge and performance indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

***Standard I: Degree – The applicant for certification must have a master's, doctoral, or other recognized post-baccalaureate degree.***

Implementation: The Council for Clinical Certification in Audiology and Speech-Language Pathology (CFCC) has the authority to determine eligibility of all applicants for certification.

***Standard II: Education Program – All graduate course work and graduate clinical experience required in speech-language pathology must have been initiated and completed in a speech-language pathology program accredited by the Council on Academic Accreditation in Audiology and Speech-Language Pathology (CAA).***

Implementation: If the graduate program of study is initiated and completed in a CAA-accredited program or in a program that held candidacy status for CAA accreditation, and if the program director or official designee verifies that all knowledge and skills required at the time of application have been met, approval of academic course work and practicum is automatic. Applicants eligible for automatic approval must submit an official graduate transcript or a letter from the registrar that verifies the date the graduate degree was awarded. The official graduate transcript or letter from the registrar must be received by the National Office no later than 1 year from the date the application was received. Verification of the graduate degree is required of the applicant before the certificate is awarded.

Individuals educated outside the United States or its territories must submit documentation that course work was completed in an institution of higher education that is regionally accredited or recognized by the appropriate regulatory authority for that country. In addition, applicants outside the United States or its territories must meet each of the standards that follow.

***Standard III: Program of Study – The applicant for certification must have completed a program of study (a minimum of 36 semester credit hours at the graduate level) that includes academic course work and supervised clinical experience sufficient in depth and breadth to achieve the specified knowledge and skills outcomes stipulated in Standard IV-A through IV-G and Standard V-A through V-C.***

Implementation: The minimum of 36 graduate semester credit hours must have been earned in a program that addresses the knowledge and skills pertinent to the ASHA Scope of Practice in Speech-Language Pathology.

***Standard IV: Knowledge Outcomes***

***Standard IV-A – The applicant must have demonstrated knowledge of the biological sciences, physical sciences, statistics, and the social/behavioral sciences.***

Implementation: Acceptable courses in biological sciences should emphasize a content area related to human or animal sciences (e.g., biology, human anatomy and physiology, neuroanatomy and neurophysiology, human genetics, veterinary science). Acceptable courses in physical sciences should include physics or chemistry. Acceptable courses in social/behavioral sciences should include psychology, sociology, anthropology, or public health. A stand-alone course in statistics is required. Research methodology courses in communication sciences and disorders (CSD) may not be used to satisfy the statistics requirement. A course in biological and physical sciences specifically related to CSD may not be applied for certification purposes to this category unless the course fulfills a university requirement in one of these areas.

Academic advisors are strongly encouraged to enroll students in courses in the biological, physical, and the social/behavioral sciences in content areas that will assist students in acquiring the basic principles in social, cultural, cognitive, behavioral, physical, physiological, and anatomical areas useful to understanding the communication/linguistic sciences and disorders.

***Standard IV-B – The applicant must have demonstrated knowledge of basic human communication and swallowing processes, including the appropriate biological, neurological, acoustic, psychological, developmental, and linguistic and cultural bases. The applicant must have demonstrated the ability to integrate information pertaining to normal and abnormal human development across the life span.***

***Standard IV-C – The applicant must have demonstrated knowledge of communication and swallowing disorders and differences, including the appropriate etiologies, characteristics, anatomical/physiological, acoustic, psychological, developmental, and linguistic and cultural correlates in the following areas:***

- articulation;
- fluency;
- voice and resonance, including respiration and phonation;
- receptive and expressive language (phonology, morphology, syntax, semantics, pragmatics, prelinguistic communication and paralinguistic communication) in speaking, listening, reading, writing;

- hearing, including the impact on speech and language;
- swallowing (oral, pharyngeal, esophageal, and related functions, including oral function for feeding, orofacial myology);
- cognitive aspects of communication (attention, memory, sequencing, problem-solving, executive functioning);
- social aspects of communication (including challenging behavior, ineffective social skills, and lack of communication opportunities);
- augmentative and alternative communication modalities.

Implementation: It is expected that course work addressing the professional knowledge specified in Standard IV-C will occur primarily at the graduate level.

***Standard IV-D – For each of the areas specified in Standard IV-C, the applicant must have demonstrated current knowledge of the principles and methods of prevention, assessment, and intervention for people with communication and swallowing disorders, including consideration of anatomical/physiological, psychological, developmental, and linguistic and cultural correlates.***

***Standard IV-E – The applicant must have demonstrated knowledge of standards of ethical conduct.***

Implementation: The applicant must have demonstrated knowledge of the principles and rules of the current ASHA Code of Ethics.

***Standard IV-F – The applicant must have demonstrated knowledge of processes used in research and of the integration of research principles into evidence-based clinical practice.***

Implementation: The applicant must have demonstrated knowledge of the principles of basic and applied research and research design. In addition, the applicant must have demonstrated knowledge of how to access sources of research information and have demonstrated the ability to relate research to clinical practice.

***Standard IV-G – The applicant must have demonstrated knowledge of contemporary professional issues.***

Implementation: The applicant must have demonstrated knowledge of professional issues that affect speech-language pathology. Issues typically include trends in professional practice, academic program accreditation standards, ASHA practice policies and guidelines, and reimbursement procedures.

***Standard IV-H – The applicant must have demonstrated knowledge of entry level and advanced certifications, licensure, and other relevant professional credentials, as well as local, state, and national regulations and policies relevant to professional practice.***

***Standard V: Skills Outcomes***

***Standard V-A – The applicant must have demonstrated skills in oral and written or other forms of communication sufficient for entry into professional practice.***

Implementation: Individuals are eligible to apply for certification once they have completed all graduate-level academic course work and clinical practicum and been judged by the graduate program as having acquired all of the knowledge and skills mandated by the current standards.

The applicant must have demonstrated communication skills sufficient to achieve effective clinical and professional interaction with clients/patients and relevant others. For oral communication, the applicant must have demonstrated speech and language skills in English, which, at a minimum, are consistent with ASHA's current position statement on students and professionals who speak English with accents and nonstandard dialects. In addition, the applicant must have demonstrated the ability to write and comprehend technical reports, diagnostic and treatment reports, treatment plans, and professional correspondence in English.

***Standard V-B – The applicant for certification must have completed a program of study that included experiences sufficient in breadth and depth to achieve the following skills outcomes:***

**1. Evaluation**

- a. Conduct screening and prevention procedures (including prevention activities).
- b. Collect case history information and integrate information from clients/patients, family, caregivers, teachers, and relevant others, including other professionals.
- c. Select and administer appropriate evaluation procedures, such as behavioral observations, nonstandardized and standardized tests, and instrumental procedures.
- d. Adapt evaluation procedures to meet client/patient needs.
- e. Interpret, integrate, and synthesize all information to develop diagnoses and make appropriate recommendations for intervention.
- f. Complete administrative and reporting functions necessary to support evaluation.
- g. Refer clients/patients for appropriate services.

**2. Intervention**

- a. Develop setting-appropriate intervention plans with measurable and achievable goals that meet clients'/patients' needs. Collaborate with clients/patients and relevant others in the planning process.
- b. Implement intervention plans (involve clients/patients and relevant others in the intervention process).
- c. Select or develop and use appropriate materials and instrumentation for prevention and intervention.
- d. Measure and evaluate clients'/patients' performance and progress.

- e. Modify intervention plans, strategies, materials, or instrumentation as appropriate to meet the needs of clients/patients.
- f. Complete administrative and reporting functions necessary to support intervention.
- g. Identify and refer clients/patients for services as appropriate.

**3. Interaction and Personal Qualities**

- a. Communicate effectively, recognizing the needs, values, preferred mode of communication, and cultural/linguistic background of the client/patient, family, caregivers, and relevant others.
- b. Collaborate with other professionals in case management.
- c. Provide counseling regarding communication and swallowing disorders to clients/patients, family, caregivers, and relevant others.
- d. Adhere to the ASHA Code of Ethics and behave professionally.

Implementation: The applicant must have acquired the skills referred to in this standard applicable across the nine major areas listed in Standard IV-C. Skills may be developed and demonstrated by direct client/patient contact in clinical experiences, academic course work, labs, simulations, examinations, and completion of independent projects.

The applicant must have obtained a sufficient variety of supervised clinical experiences in different work settings and with different populations so that he or she can demonstrate skills across the ASHA Scope of Practice in Speech-Language Pathology. Supervised clinical experience is defined as clinical services (i.e., assessment/diagnosis/evaluation, screening, treatment, report writing, family/client consultation, and/or counseling) related to the management of populations that fit within the ASHA Scope of Practice in Speech-Language Pathology.

These experiences should allow students to:

- interpret, integrate, and synthesize core concepts and knowledge;
- demonstrate appropriate professional and clinical skills; and
- incorporate critical thinking and decision-making skills while engaged in identification, evaluation, diagnosis, planning, implementation, and/or intervention.

Alternative clinical experiences may include the use of standardized patients and simulation technologies (e.g., standardized patients, virtual patients, digitized mannequins, immersive reality, task trainers, computer-based interactive).

Supervisors of clinical experiences must hold a current ASHA Certificate of Clinical Competence in the appropriate area of practice during the time of supervision. The supervised activities must be within the ASHA Scope of Practice in Speech-Language Pathology to count toward certification.

***Standard V-C – The applicant for certification in speech-language pathology must complete a minimum of 400 clock hours of supervised clinical experience in the practice of speech-language pathology. Twenty-five hours must be spent in clinical observation, and 375 hours must be spent in direct client/patient contact.***

Implementation: Guided observation hours generally precede direct contact with clients/patients. The observation and direct client/patient contact hours must be within the ASHA Scope of Practice in Speech-Language Pathology and must be under the supervision of a qualified professional who holds current ASHA certification in the appropriate practice area. Such supervision may occur simultaneously with the student's observation or afterwards through review and approval of written reports or summaries submitted by the student. Students may use video recordings of client services for observation purposes.

Applicants should be assigned practicum only after they have acquired sufficient knowledge bases to qualify for such experience. Only direct contact with the client or the client's family in assessment, intervention, and/or counseling can be counted toward practicum. Up to 20% (i.e., 75 hours) of direct contact hours may be obtained through alternative clinical education (ACE) methods. Only the time spent in active engagement with the ACE may be counted. ACE may include the use of standardized patients and simulation technologies (e.g., standardized patients, virtual patients, digitized mannequins, immersive reality, task trainers, computer-based interactive). Debriefing activities may not be included. Although several students may observe a clinical session at one time, clinical practicum hours should be assigned only to the student who provides direct services to the client or client's family. Typically, only one student should be working with a given client at a time in order to count the practicum hours. It is possible for several students working as a team to receive credit for the same session, depending on the specific responsibilities each student is assigned. The applicant must maintain documentation of time spent in supervised practicum, verified by the program in accordance with Standards III and IV.

***Standard V-D – At least 325 of the 400 clock hours must be completed while the applicant is engaged in graduate study in a program accredited in speech-language pathology by the Council on Academic Accreditation in Audiology and Speech-Language Pathology.***

Implementation: A minimum of 325 clock hours of clinical practicum must be completed at the graduate level. At the discretion of the graduate program, hours obtained at the undergraduate level may be used to satisfy the remainder of the requirement.

***Standard V-E – Supervision must be provided by individuals who hold the Certificate of Clinical Competence in the appropriate profession. The amount of direct supervision must be commensurate with the student's knowledge, skills, and experience, must not be less than 25% of the student's total contact with each client/patient, and must take place periodically throughout the practicum. Supervision must be sufficient to ensure the welfare of the client/patient.***

Implementation: Direct supervision must be in real time. A supervisor must be available to consult with a student providing clinical services to the supervisor's client. Supervision of clinical practicum is intended to provide guidance and feedback and to facilitate the student's acquisition

of essential clinical skills. The amount of direct supervision must be commensurate with the student's knowledge, skills, and experience, must not be less than 25% of the student's total contact with each client/patient, and must take place periodically throughout the practicum. Supervision must be sufficient to ensure the welfare of the client/patient.

***Standard V-F – Supervised practicum must include experience with client/patient populations across the life span and from culturally/linguistically diverse backgrounds. Practicum must include experience with client/patient populations with various types and severities of communication and/or related disorders, differences, and disabilities.***

Implementation: The applicant must demonstrate direct client/patient clinical experiences in both assessment and intervention with both children and adults from the range of disorders and differences named in Standard IV-C.

***Standard VI: Assessment – The applicant must have passed the national examination adopted by ASHA for purposes of certification in speech-language pathology.***

Implementation: Results of the Praxis Examination in Speech-Language Pathology must be submitted directly to ASHA from ETS. The certification standards require that a passing exam score must be earned no earlier than 5 years prior to the submission of the application and no later than 2 years following receipt of the application. If the exam is not successfully passed and reported within the 2-year application period, the applicant's certification file will be closed. If the exam is passed or reported at a later date, the individual will be required to reapply for certification under the standards in effect at that time.

***Standard VII: Speech-Language Pathology Clinical Fellowship – The applicant must successfully complete a Speech-Language Pathology Clinical Fellowship (CF).***

Implementation: The Clinical Fellowship may be initiated only after completion of all academic course work and clinical experiences required to meet the knowledge and skills delineated in Standards IV and V. The CF experience must be initiated within 24 months of the date the application is received. Once the CF has been initiated, it must be completed within 48 months. For applicants completing multiple CFs, all CF experiences related to the application must be completed within 48 months of the date the first CF was initiated. Applications will be closed for a CF/CFs that is/are not completed within the 48-month timeframe or that is/are not reported to ASHA within 90 days after the 48-month timeframe. The Clinical Fellow will be required to reapply for certification and must meet the Standards in effect at the time of re-application. CF experiences older than 5 years at the time of application will not be accepted.

The CF must have been completed under the mentorship of an individual who held the ASHA Certificate of Clinical Competence in Speech-Language Pathology (CCC-SLP) throughout the duration of the fellowship. It is the Clinical Fellow's responsibility to identify a mentoring speech-language pathologist (SLP) who holds an active Certificate of Clinical Competence in Speech-Language Pathology. Should the certification status of the mentoring SLP change during the CF experience, the Clinical Fellow will be awarded credit only for that portion of time during which the mentoring SLP held certification. It, therefore, is incumbent on the CF to verify the mentoring SLP's status periodically throughout the Clinical Fellowship experience. A family member or individual related in any way to the Clinical Fellow may not serve as a mentoring SLP.



***Standard VII-A: Clinical Fellowship Experience – The Clinical Fellowship must have consisted of clinical service activities that foster the continued growth and integration of knowledge, skills, and tasks of clinical practice in speech-language pathology consistent with ASHA's current Scope of Practice in Speech-Language Pathology. The Clinical Fellowship must have consisted of no less than 36 weeks of full-time professional experience or its part-time equivalent.***

Implementation: No less than 80% of the Fellow's major responsibilities during the CF experience must have been in direct client/patient contact (e.g., assessment, diagnosis, evaluation, screening, treatment, clinical research activities, family/client consultations, recordkeeping, report writing, and/or counseling) related to the management process for individuals who exhibit communication and/or swallowing disabilities.

Full-time professional experience is defined as 35 hours per week, culminating in a minimum of 1,260 hours. Part-time experience of less than 5 hours per week will not meet the CF requirement and may not be counted toward completion of the experience. Similarly, work in excess of the 35 hours per week cannot be used to shorten the CF to less than 36 weeks.

***Standard VII-B: Clinical Fellowship Mentorship – The Clinical Fellow must have received ongoing mentoring and formal evaluations by the CF mentor.***

Implementation: Mentoring must have included on-site observations and other monitoring activities. These activities may have been executed by correspondence, review of video and/or audio recordings, evaluation of written reports, telephone conferences with the Fellow, and evaluations by professional colleagues with whom the Fellow works. The CF mentor and Clinical Fellow must have participated in regularly scheduled formal evaluations of the Fellow's progress during the CF experience. The Clinical Fellow must receive ongoing mentoring and formal evaluations by the CF Mentor.

The mentoring SLP must engage in no fewer than 36 supervisory activities during the clinical fellowship experience. This supervision must include 18 on-site observations of direct client contact at the Clinical Fellow's work site (1 hour = 1 on-site observation; a maximum of six on-site observations may be accrued in 1 day). At least six on-site observations must be conducted during each third of the CF experience. On-site observations must consist of the Clinical Fellow engaged in screening, evaluation, assessment, and/or habilitation/rehabilitation activities. Use of real-time, interactive video and audio conferencing technology is permitted as a form of on-site observation, for which pre-approval must be obtained.

Additionally, supervision must also include 18 other monitoring activities. At least six other monitoring activities must be conducted during each third of the CF experience. Other monitoring activities are defined as evaluation of reports written by the Clinical Fellow, conferences between the mentoring SLP and the Clinical Fellow, discussions with professional colleagues of the Fellow, etc., and may be executed by correspondence, telephone, or reviewing of video and/or audio tapes.

On rare occasions, the CFCC may allow the supervisory process to be conducted in other ways. However, a request for other supervisory mechanisms must be submitted in written form to the CFCC, and co-signed by the CF mentor, before the CF is initiated. The request must include the reason for the alternative supervision and a description of the supervision that would be

provided. At a minimum, such a request must outline the type, length, and frequency of the supervision that would be provided.

A CF mentor intending to supervise a Clinical Fellow located in another state may be required to also hold licensure in that state; it is up to the CF mentor and the Clinical Fellow to make this determination before proceeding with a supervision arrangement.

***Standard VII-C: Clinical Fellowship Outcomes – The Clinical Fellow must have demonstrated knowledge and skills consistent with the ability to practice independently.***

Implementation: At the completion of the CF experience, the applicant will have acquired and demonstrated the ability to:

- integrate and apply theoretical knowledge,
- evaluate his or her strengths and identify his or her limitations,
- refine clinical skills within the Scope of Practice in Speech-Language Pathology,
- apply the ASHA Code of Ethics to independent professional practice.

In addition, upon completion of the CF, the applicant must have demonstrated the ability to perform clinical activities accurately, consistently, and independently and to seek guidance as necessary.

The CF mentor must submit the Clinical Fellowship Report and Rating Form, which includes the Clinical Fellowship Skills Inventory (CFSI), as soon as the CF successfully completes the CF experience. This report must be signed by both the Clinical Fellow and mentoring SLP.

***Standard VIII: Maintenance of Certification – Certificate holders must demonstrate continued professional development for maintenance of the Certificate of Clinical Competence in Speech-Language Pathology (CCC-SLP).***

Implementation: Individuals who hold the Certificate of Clinical Competence in Speech-Language Pathology (CCC-SLP) must accumulate 30 certification maintenance hours of professional development during every 3-year maintenance interval. Intervals are continuous and begin January 1 of the year following award of initial certification or reinstatement of certification. A random audit of compliance will be conducted.

Accrual of professional development hours, adherence to the ASHA Code of Ethics, submission of certification maintenance compliance documentation, and payment of annual dues and/or certification fees are required for maintenance of certification.

If renewal of certification is not accomplished within the 3-year period, certification will expire. Individuals wishing to regain certification must submit a reinstatement application and meet the standards in effect at the time the reinstatement application is submitted.

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**SUBJECT**

Proposed Rule, Docket No. 08-0203-1801, Rules Governing Thoroughness, Incorporation by Reference

**REFERENCE**

June 2016	Board approved revisions to the Idaho Special Education Manual and to Proposed Rule Docket No. 08-0203-1604
November 2016	Board approved revisions to the Idaho Special Education Manual and to Pending Rule Docket No. 08-0203-1604
August 2017	Board approved revisions to the Idaho Special Education Manual and to Proposed Rule Docket No. 08-0203-1704
November 2017	Board approved Pending Rule Docket No. 08-0203-1704

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.B.8. Section 33-2002, Idaho Code, Responsibility of School Districts for Education of Children with Disabilities

Idaho Administrative Code, IDAPA 08.02.03.004 Rules Governing Thoroughness, Incorporation by Reference

**ALIGNMENT WITH STRATEGIC PLAN**

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

**BACKGROUND/DISCUSSION**

Proposed Rule Docket No. 08-0203-1801 provides for the amendment of the Idaho Special Education Manual (Manual), a document incorporated by reference into IDAPA 08.02.03, Rules Governing Thoroughness. Modifications to the Manual are necessary to ensure compliance with Idaho Administrative Code, Idaho Statute, the Individuals with Disabilities Education Act (IDEA), the Every Student Succeeds Act (ESSA), and recent court decisions.

The Department met with special education stakeholders and advisory panels through late 2017 and determined that revisions were necessary to the Manual. The stakeholder groups involved in this initial process included Special Education directors, the Special Education Advisory Panel (SEAP), Idaho Parents Unlimited (IPUL), and Disability Rights Idaho (DRI). A Notice of Intent to Promulgate Rules was published in the February 7, 2018, edition of the Administrative Bulletin. The Department received no requests for public meetings; however, the Department continued to pursue conversation with and seek feedback from stakeholders and practitioners around the state. On April 12, 2018, the Department presented the proposed changes via webinar to solicit feedback regarding the proposed changes. No additional suggestions for amendment were identified.

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The revisions to the Manual include the following:

General: Eliminating the Acknowledgements; updating the Acronyms and Abbreviations to reflect only the terms used in the Manual; updating the Glossary to define terms presently used in the Manual including new terms; eliminating documents, charts, forms or guidance documents from the Manual; eliminating references to a regular high school diploma to reflect Idaho's one high school graduation diploma; aligning the definition of a Free and Appropriate Public Education (FAPE) to recent United States Supreme Court Decisions and language describing the development of a student's Individual Education Plan (IEP).

Chapter 4: Amending the eligibility criteria in Chapter 4 of the Manual for students who are Visually Impaired.

Chapter 5: Implementing the alternate assessments and Extended Content Standards Core Content Connectors, clarifying that 'objectives and benchmarks' are required for students taking alternate assessments, and describing the circumstances for students who are significantly cognitively impaired participating in the alternate assessment in the Manual.

Chapter 7: Clarifying provisions for transition planning, postsecondary goal setting, and the discontinuation of services; eliminating references to a regular high school diploma to reflect Idaho's one high school graduation diploma.

Chapter 9: Revising private school consultations and processes for resolving disputes.

Chapter 10: Clarifying the Idaho Special Education Results Driven Accountability Monitoring System (RDA).

Chapter 12: Revising disciplinary procedures to comply with IDEA.

Chapter 13: Updating dispute resolution procedures and processes with present standards of practice and IDEA.

**IMPACT**

The proposed changes will bring the Idaho Special Education Manual into alignment with IDAPA, Idaho Code, IDEA, ESSA, and recent court decisions and will provide clear and consistent guidance for school personnel.

**ATTACHMENTS**

Attachment 1 – Proposed Rule, Docket No. 08-0203-1801  
Attachment 2 – Revised Idaho Special Education Manual

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**STAFF COMMENTS AND RECOMMENDATIONS**

Once approved by the Board, proposed rules are published in the Administrative Bulletin. Publication of the proposed rule starts the 21-day public comment period. At the close of the public comment period, based on comments received and Board direction, changes may be made to proposed rules prior to entering the pending stage. All pending rules are brought back to the board for approval prior to re-submittal to the Department of Administration for publication as a pending (or final) rule in the Idaho Administrative Bulletin. The Department of Administration then forwards all pending rules to the legislature for consideration during the next legislative session. Pending rules go into effect at the end of the session in which they are reviewed, if they are not rejected by the legislature. The legislature may reject a rule in whole or in part.

Staff recommends approval.

**BOARD ACTION**

I move to approve the amended Idaho Special Education Manual as submitted in Attachment 2.

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

I move to approve Proposed Rule Docket No. 08-0203-1801, Rules Governing Thoroughness, Incorporation by Reference, as submitted in Attachment 1.

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

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**ATTACHMENT 1**

**IDAPA 08  
TITLE 02  
CHAPTER 03**

**08.02.03 – RULES GOVERNING THOROUGHNESS**

**000. LEGAL AUTHORITY.**

All rules in this Thoroughness chapter (IDAPA 08.02.03) are promulgated pursuant to the authority of the State Board of Education under Article IX, Section 2 of the Idaho Constitution and under sections 33-116, 33-118, and 33-1612, Idaho Code. Specific statutory references for particular rules are also noted as additional authority where appropriate.  
(4-5-00)

**001. TITLE AND SCOPE.**

**01. Title.** These rules shall be known as IDAPA 08.02.03 “Rules Governing Thoroughness.” (4-5-00)

**02. Scope.** These rules shall govern the thorough education of all public school students in Idaho.  
(4-5-00)

**002. WRITTEN INTERPRETATIONS.**

Any written interpretations are on file at the office of the State Board of Education at 650 West State Street, Boise, Idaho 83702.  
(3-15-02)

**003. ADMINISTRATIVE APPEALS.**

Unless otherwise provided for in the Rules of the State Board of Education or in the State Board of Education Governing Policies and Procedures, all administrative appeals allowed by law shall be conducted pursuant to the Idaho Administrative Procedure Act and IDAPA 04.11.01, “Idaho Rules of Administrative Procedure of the Attorney General.”  
(4-5-00)

**004. INCORPORATION BY REFERENCE.**

The following documents are incorporated into this rule: (3-30-07)

**01. The Idaho Content Standards.** The Idaho Content Standards as adopted by the State Board of Education. Individual subject content standards are adopted in various years in relation to the curricular materials adoption schedule. Copies of the document can be found on the State Board of Education website at <https://boardofed.idaho.gov>.  
(3-29-10)

**a.** Arts and Humanities Categories: (3-24-17)

**i.** Dance, as revised and adopted on August 11, 2016; (3-24-17)

**ii.** Interdisciplinary Humanities, as revised and adopted on August 11, 2016; (3-24-17)

**iii.** Media Arts, as adopted on August 11, 2016. (3-24-17)

**iv.** Music, as revised and adopted on August 11, 2016; (3-24-17)

**v.** Theater, as revised and adopted on August 11, 2016; (3-24-17)

**vi.** Visual Arts, as revised and adopted on August 11, 2016; (3-24-17)

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vii.	World languages, as revised and adopted on August 11, 2016.	(3-24-17)
b.	Computer Science, adopted on November 28, 2016.	(3-24-17)
c.	Driver Education, as revised and adopted on August 10, 2017.	(3-28-18)
d.	English Language Arts/Literacy, as revised and adopted on November 28, 2016.	(3-24-17)
e.	Health, as revised and adopted on August 11, 2016.	(3-24-17)
f.	Information and Communication Technology, as revised and adopted on August 10, 2017.	(3-28-18)
g.	Limited English Proficiency, as revised and adopted on August 21, 2008.	(3-29-10)
h.	Mathematics, as revised and adopted on August 11, 2016.	(3-24-17)
i.	Physical Education, as revised and adopted on August 11, 2016.	(3-24-17)
j.	Science, as revised and adopted on August 10, 2017.	(3-28-18)
k.	Social Studies, as revised and adopted on November 28, 2016.	(3-24-17)
l.	College and Career Readiness Competencies adopted on June 15, 2017.	(3-28-18)
m.	Career Technical Education Categories:	(3-29-17)
i.	Agricultural and Natural Resources, as revised and adopted on August 31, 2017.	(3-28-18)
ii.	Business and Marketing Education, as revised and adopted on August 31, 2017.	(3-28-18)
iii.	Engineering and Technology Education, as revised and adopted on August 31, 2017.	(3-28-18)
iv.	Health Sciences, as adopted on August 31, 2017.	(3-28-18)
v.	Family and Consumer Sciences, as revised and adopted on August 31, 2017.	(3-28-18)
vi.	Skilled and Technical Sciences, as revised and adopted on August 31, 2017.	(3-28-18)
vii.	Workplace Readiness, as adopted on June 16, 2016.	(3-29-17)

**02. The English Language Development (ELD) Standards.** The World-Class Instructional Design and Assessment (WIDA) 2012 English Language Development (ELD) Standards as adopted by the State Board of Education on August 16, 2012. Copies of the document can be found on the WIDA website at [www.wida.us/standards/eld.aspx](http://www.wida.us/standards/eld.aspx). (4-4-13)

**03. The Limited English Proficiency Program Annual Measurable Achievement Objectives (AMAOs) and Accountability Procedures.** The Limited English Proficiency Program Annual Measurable Achievement Objectives and Accountability Procedures as adopted by the State Board of Education on November 11, 2009. Copies of the document can be found on the State Department of Education website at [www.sde.idaho.gov](http://www.sde.idaho.gov). (4-7-11)

**04. The Idaho English Language Proficiency Assessment (ELPA) Achievement Standards.** The Idaho English Language Proficiency Assessment (ELPA) Achievement Standards as adopted by the State Board of Education on October 18, 2017. Copies of the document can be found on the State Board of Education website at <https://boardofed.idaho.gov>. (3-28-18)

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**05. The Idaho Standards Achievement Tests (ISAT) Achievement Level Descriptors.** Achievement Level Descriptors as adopted by the State Board of Education on April 14, 2016. Copies of the document can be found on the State Board of Education website at <https://boardofed.idaho.gov>. (3-29-17)

**06. The Idaho Extended Content Standards.** The Idaho Extended Content Standards as adopted by the State Board of Education on August 10, 2017. Copies of the document can be found at the State Board of Education website at <https://boardofed.idaho.gov>. (3-28-18)

**07. The Idaho Content Standards Core Content Connectors.** The Idaho Content Standards Core Content Connectors as adopted by the State Board of Education on August 10, 2017. Copies of the document can be found at the State Board of Education website at <https://boardofed.idaho.gov>. (3-28-18)

**a.** English Language Arts, as adopted by the State Board of Education on August 10, 2017. (3-28-18)

**b.** Mathematics, as adopted by the State Board of Education on August 10, 2017. (3-28-18)

**08. The Idaho Alternate Assessment Achievement Standards.** Alternate Assessment Achievement Standards as adopted by the State Board of Education on October 18, 2017. Copies of the document can be found on the State Board of Education website at <https://boardofed.idaho.gov>. (3-28-18)

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

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

**11. The Idaho Special Education Manual.** The Idaho Special Education Manual as adopted by the State Board of Education on ~~August 10, 2017~~ June 20, 2018. Copies of the document can be found on the State Board of Education website at <https://boardofed.idaho.gov>. (~~3-28-18~~)(    )



DEPARTMENT OF SPECIAL EDUCATION

# Special Education Manual ~~2017~~2018

*Approved by the State Board of Education*

~~August 10, 2017~~June 20, 2018

IDAPA 08.02.03.004



IDAHO STATE DEPARTMENT OF EDUCATION  
SPECIAL EDUCATION  
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BOISE, IDAHO 83702  
208 332 6800 OFFICE  
[WWW.SDE.IDAHO.GOV](http://WWW.SDE.IDAHO.GOV)  
CREATED ~~08/10/2017~~06/20/18

Nondiscrimination Clause

Federal law prohibits discrimination on the basis of race, color, religion, sex, national origin, age, or disability in any educational programs or activities receiving federal financial assistance. (Title VI and VII of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; and the Americans with Disabilities Act of 1990.)

It is the policy of the Idaho State Department of Education not to discriminate in any educational programs or activities, or in employment practices.

Inquiries regarding compliance with this nondiscriminatory policy may be directed to the State Superintendent of Public Instruction, P.O. Box 83720, Boise, ID 83720-0027, (208) 332-6800, or to the Director, Office of Civil Rights, Department of Education, Washington, D.C.

Idaho Special Education Manual

The policies and procedures contained in this Idaho Special Education Manual have been developed by the State Department of Education (SDE) and offered to local education agencies (LEA) for adoption. This Manual has been approved by the State Board of Education, meets the IDEA eligibility requirement of 20 U.S.C. Section 1412, and is consistent with state and federal laws, rules, regulations, and legal requirements.

In the case of any conflict between Idaho Administrative Code (IDAPA) and the Individuals with Disabilities Education Act (IDEA), the IDEA shall supersede the IDAPA, and IDAPA shall supersede this Manual.

*This document was developed and printed by the Idaho State Department of Education using grant funds from the Individuals with Disabilities Education Act, PR/Award #H027A080088A.*

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## ACKNOWLEDGMENTS

On August 14, 2006, the Individuals with Disabilities Improvement Act (IDEA) was signed into law. Revisions to the IDEA regulations were issued in 2007, 2008, 2013 and 2014. The Idaho State Department of Education (SDE) published a first edition of this Manual in 2007, later revised in 2009. The original Manual Task Force members' efforts are recognized here for their work in creating the framework for this Manual.

2006 Task Force members included:

Larry Streeter, Chairman, SDE; Ellie Atkinson, Boise School District #1; Beverly Bengtson, SDE; Mary Bostick, SDE; Alyssa Carter, Director of Special Education Services, Kuna School District #3; Robin Carter, SDE; Liz Compton, SDE; JoAnn Curtis, Post Falls School District #273; Beth Elloe-Reep, SDE; Paul Epperson, Dispute Resolution Contractor; Dina Flores-Brewer, Special Education Advisory Panel and Staff Attorney Co-Ad, Inc.; Vickie Green, SDE; Mark Gunning, Idaho Parents Unlimited; Russ Hammond, SDE; Gina Hemenway, Boise School District #1; Richard Henderson, SDE; Mont Hibbard, Mont Hibbard Consulting; Frank Howe, SDE; Jacques Hyatt, SDE; Mark Kuskie, SDE; Deborah Lund, Jefferson School District #251; Rene Rohrer, SDE; Annette Schwab, SDE; Debbie Smith, SDE; Lynda Steenrod, Pocatello/Chubbuck School District #25; Jean Taylor, SDE; Tom Trotter, Coeur d'Alene School District #271; and Marybeth Wells, SDE.

The 2006 Task Force members offered their appreciation to:

Art Cernosia, Attorney at Law/Educational Consultant; Tamara White, Editor; Annette Schwab, SDE; Valerie Schorzman, State Department of Education; William "Bill" Elvey, SDE; Lester Wyer, SDE; Bonnie Steiner-Leavitt, SDE; Misty Knuchell, SDE; and Cheryl Kary, SDE.

### 2016 Idaho Special Education Manual

For this 2016 Idaho Special Education Manual, the following individuals have been instrumental in creating these updates. Manual reviewers served with distinction and volunteered their time to discuss and debate issues and make thoughtful recommendations and decisions to develop this update to the Manual. Thank you to:

Jarl Allen \_\_\_\_\_ School Psychologist, Cassia County

Clara Allred \_\_\_\_\_ Special Education Director, Twin Falls

Michelle Clement Taylor \_\_\_\_\_ School Choice and Innovation Coordinator, SDE

JoAnn Curtis \_\_\_\_\_ Special Education Director, Post Falls

Shannon Dunstan \_\_\_\_\_ Early Childhood and Medicaid Coordinator, SDE

~~Elaine Eberharter Maki — Special Education Attorney~~  
~~Paul Epperson — Contractor, Dispute Resolution~~  
~~Pat Farmer — Special Education Director (Ret.)~~  
~~Cliff Hart — Special Education Director, American Falls~~  
~~Russell Hammond — Contractor, General SDE~~  
~~Richard Henderson — Director of Special Education, SDE~~  
~~Mont Hibbard — Contractor, Dispute Resolution~~  
~~Angela Lindig — Executive Director, Idaho Parents Unlimited (IPUL)~~  
~~Ed Litteneker — Contractor, Dispute Resolution~~  
~~Alison Lowenthal — Secondary Transition Coordinator, SDE~~  
~~Allison Moore — Contractor, General SDE~~  
~~William Morriss — Special Populations Coordinator, SDE~~  
~~Richard O'Dell — Quality Assurance and Reporting Coordinator, SDE~~  
~~Melanie Reese — Dispute Resolution Coordinator, SDE~~  
~~Sue Shelton — Regional Coordinator, SDE~~  
~~Julie Solberg — School Psychologist (Ret.)~~  
~~Cathy Thornton — Special Education Director, West Ada SD #2~~  
~~Toni Wheeler — Statewide Assessments Coordinator, SDE~~  
~~Lester Wyer — Funding and Accountability Coordinator, SDE~~  
~~Jennifer Zielinski — Program Coordinator, Idaho Parents Unlimited (IPUL)~~

~~To those parents, advocates, teachers, parent attorneys, special education directors, service providers, Special Education Advisory Panel (SEAP) members, and others in the state who provided insights, questions, and suggestions throughout the review process, we thank you.~~

~~Special appreciation and acknowledgements to:~~

~~Art Cernosia — Legal and Educational Consultant~~

~~Melanie Reese~~ ~~Committee Chair and Editor~~

~~Lily Robb~~ ~~Program Specialist, SDE~~

The update and revision of this Manual over the years has involved a number of people. Special thanks are extended to the Special Education Advisory Panel, the Director's Advisory Council, Idaho Parents Unlimited, the now more than 170 Special Education Directors, and other stakeholder groups who have contributed to this important work.

## ACRONYMS AND ABBREVIATIONS

Section 504    Section 504 of the Rehabilitation Act of 1973

~~ABS    American Association on Mental Retardation Adaptive Behavior Scale~~

AA    Alternate Assessment

ADA    Americans with Disabilities Act

A.D.A.    Average Daily Attendance

ADD    Attention Deficit Disorder

ADHD    Attention Deficit Hyperactivity Disorder

~~ADR    Alternative Dispute Resolution~~

~~APR    Annual Performance Report~~

~~ASD    Autism Spectrum Disorder~~

~~ASHA    American Speech/Language Hearing Association~~

AT    Assistive Technology

~~ATRC    Assistive Technology Resource Center~~

~~AU    Autism~~

~~AYP    Adequate Yearly Progress~~

BIP    Behavioral Intervention Plan

~~CADRE    [National] Center on Dispute Resolution in Special Education~~

CALP    Cognitive Academic Language Proficiency

CAP    Corrective Action Plan

~~CBM    Curriculum Based Measurement~~

~~CDC    Child Development Center~~

~~CEC    Council for Exceptional Children~~

CEIS    Comprehensive Early Intervening Services

C.F.R. Code of Federal Regulations

~~CI Cognitive Impairment (see Intellectual Disability)~~

CIP Continuous Improvement Plan

~~CLD Culturally or Linguistically Diverse~~

~~DB Deaf Blindness~~

DD Developmental Delay

~~DDA Developmental Disabilities Agency~~

DHW Department of Health and Welfare

DJC Department of Juvenile Corrections

~~DMA Direct Math Assessment~~

~~DOC Department of Correction~~

~~DP Due Process~~

DR Dispute Resolution

~~DRI Disability Rights Idaho~~

~~DSM Diagnostic Services Manual~~

~~DWA Direct Writing Assessment~~

~~ECR Early Complaint Resolution~~

EBD Emotional Behavioral Disorder

ECSE Early Childhood Special Education

~~ED Emotional Disturbance~~

~~ENT Ear, Nose and Throat~~

ESEA Elementary and Secondary Education Act

ESSA Every Student Succeeds Act

~~ESL English as a Second Language~~

ESY	Extended School Year
<del>FAE</del>	<del>Fetal Alcohol Effect</del>
FAPE	Free and Appropriate Public Education
<del>FAS</del>	<del>Fetal Alcohol Syndrome</del>
FBA	Functional Behavioral Assessment
FERPA	Family Educational Rights and Privacy Act
GED	General Education Development
<del>GEPA</del>	<del>General Education Provisions Act</del>
<del>GPA</del>	<del>Grade Point Average</del>
<del>GRPA</del>	<del>Government Performance Review Act</del>
<del>G/T</del>	<del>Gifted/Talented</del>
<del>HH</del>	<del>Hard of Hearing</del>
<del>IAA</del>	<del>Idaho Alternate Assessment</del>
IAES	Interim Alternative Educational Setting
<del>IASA</del>	<del>Improving America's School Act</del>
<del>IATP</del>	<del>Idaho Assistive Technology Project</del>
<del>IBEDS</del>	<del>Idaho Board of Education Data System</del>
IBI	Intensive Behavioral Interventions
<del>IC</del>	<del>Idaho Code</del>
IDAPA	Idaho Administrative Procedures Act
IDEA	Individuals with Disabilities Education Act
IDELR	Individuals with Disabilities Education Law Report
<del>IDVR</del>	<del>Idaho Division of Vocational Rehabilitation</del>
IEE	Independent Educational Evaluation

~~IELG~~ ~~Idaho Early Learning Guidelines (eGuidelines)~~

IEP Individual Education Program

IFSP Individual Family Services Plan

~~IN~~ ~~Individual (Medicaid Service Code)~~

IPUL Idaho Parents Unlimited, Inc.

IQ Intelligence Quotient

~~IRI~~ ~~Idaho Reading Indicator~~

ISAT Idaho Standards Achievement Test

~~ISBOE~~ ~~Idaho State Board of Education~~

~~ISDB~~ ~~Idaho School for the Deaf and Blind~~

~~ISEAP~~ ~~Idaho Special Education Advisory Panel~~

~~ITC~~ ~~Idaho Training Clearinghouse~~

ITP Infant/Toddler Program

JDC Juvenile Detention Center

LEA Local Education Agency

LEP Limited English Proficiency

LI Language Impairment

LD Learning Disability

~~LG~~ ~~Large Group, three (3) or more (Medicaid Service Code)~~

~~LOA~~ ~~Letter of Authorization (ends June 30, 2006)~~

LRE Least Restrictive Environment

~~MD~~ ~~Multiple Disabilities~~

~~MDT~~ ~~Multidisciplinary Team~~

MTSS Multi-Tiered System of Support

~~NAEP~~ ~~National Assessment of Educational Progress~~

~~O&M~~ ~~Orientation and Mobility~~

OCR Office of Civil Rights

OHI Other Health Impaired

OI Orthopedic Impairment

~~OMB~~ ~~Federal Office of Management and Budget~~

~~OSEP~~ ~~Office of Special Education Programs~~

~~OSERS~~ ~~Office of Special Education and Rehabilitation Services~~

OT Occupational Therapy

PBIS Positive Behavioral Interventions and Supports

PBS Positive Behavioral Supports

~~PERC~~ ~~Parent Education Resource Center~~

~~PGI~~ ~~Performance Goals and Indicators~~

PII Personally Identifiable Information

~~PIR~~ ~~Plan for Improving Results~~

PLAAFP Present Levels of Academic Achievement and Functional Performance (Also known as PLOP for Present Levels of Performance)

PLOP Present Levels of Performance (Also known as PLAAFP for Present Levels of Academic Achievement and Functional Performance)

PT Physical Therapy

PTI Parent Training and Information Center

~~PWN~~ ~~Prior Written Notice~~

RTI Response to Intervention

~~SBI~~ ~~Serious Bodily Injury~~

~~SBE~~ ~~State Board of Education~~



~~SBR~~ ~~Scientifically Based Research~~

SCI Significant Cognitive Impairment

SD Standard Deviation

SDE State Department of Education

SEA State Education Agency

SEAP Special Education Advisory Panel

~~SG~~ ~~Small Group, 2 (Medicaid Service Code)~~

SI Speech Impairment

~~SIG~~ ~~State Improvement Grant~~

SLD Specific Learning Disability

~~SLP~~ ~~Speech Language Pathologist~~

~~SOP~~ ~~Summary of Performance (secondary)~~

SP Services Plan

~~SPP~~ ~~State Performance Plan~~

SS Standard Score

TBI Traumatic Brain Injury

VI Visual Impairment

WIOA Workforce Innovation and Opportunity Act

## GLOSSARY

**Academic achievement.** A student's level of performance in basic school subjects, measured either formally or informally.

**Accommodation.** Changes in the curriculum, instruction, or testing format or procedures that enable students with disabilities to participate in a way that allows them to demonstrate their abilities rather than disabilities. Accommodations are generally considered to include assistive technology as well as changes in presentation, response, timing, scheduling, and settings that do not fundamentally alter the requirements. Accommodations do not invalidate assessment results and do not fundamentally alter the requirements (or course expectations).

**Adaptation.** Changes to curriculum, instruction, or assessments that fundamentally alter the requirements, but that enable a student with an ~~impairment~~ **disability** that significantly impacts performance an opportunity to participate. Adaptations include strategies such as reading the reading portion of a test, using spelling/grammar check for language arts assessments, and substituting out-of-level testing. Adaptations fundamentally alter requirements and invalidate assessment results and provide non-comparable results.

**Adaptive behavior.** Behavior that displays an age-appropriate level of self-sufficiency and social responsibility which includes the following areas: communication, self-care, home living, social/interpersonal skills, use of community resources, direction, functional academic skills, work, leisure, health, or safety.

**Adverse Impact** (adverse effect). A determination made by the evaluation team that the student's progress is impeded by the disability to the extent that ~~their~~ educational performance is significantly and consistently below the level of similar age peers, preventing the student from benefitting from general education. The phrases "adverse impact" and "adverse effect" are used interchangeably in this Manual and have the same meaning. See also "educational performance."

**Adult student.** A student with a disability, age eighteen (18) or older, to whom rights have transferred under the IDEA and Idaho Code, and who has not been deemed legally incompetent by a court or deemed ineligible to give informed consent by the IEP team.

**Age-appropriate activities.** Activities that typically-developing children of the same age would be performing or would have achieved.

**Age of majority.** The age at which, by law, a child assumes the responsibilities of an adult. In Idaho, the age of majority is eighteen (18).

**Aggregated data.** Information that is considered as a whole. In this Manual, the term refers to collective data on all students, including students with disabilities.

**Alternate assessment.** ~~A specific assessment, developed by the state in lieu of statewide assessments or by the district in lieu of districtwide assessments, designed to measure functional skills within the same domains required by the regular statewide or districtwide assessments. It is designed for students who are unable to demonstrate progress in the typical manner and who meet the state-established criteria.~~ An academic assessment based on alternate academic achievement standards that have been reduced in depth and complexity from the Idaho Content Standards. The alternate assessment (AA) is intended only for those students with the most significant cognitive impairments, representing about 1% of the total student population.

~~**Alternative authorization/teacher to new certification.** One of the State Board of Education's alternative routes to teacher certification as outlined in the Idaho Certification Manual distributed by the Idaho State Department of Education.~~

~~**Alternative or supplementary curriculum.** Curriculum not based on or drawn directly from the general education curriculum.~~

**Alternative school.** A public school placement option that may be utilized for students who are not succeeding in the traditional school environment but may benefit through the use of modified curriculum or flexible programming.

**Articulation.** The ability to speak distinctly and connectedly.

**Articulation disorder.** Incorrect productions of speech sounds, including omissions, distortions, substitutions and/or additions that may interfere with intelligibility.

**American with Disabilities Act (ADA) of 1990.** A federal law prohibiting discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. An individual with a disability is defined by the ADA as a person who has a physical or mental impairment that substantially limits one or more major life activities, a person who has a history or record of such an impairment, or a person who is perceived by others as having such an impairment. The ADA does not specifically name all of the impairments that are covered.

**Assessment.** The formal or informal process of systematically observing, gathering, and recording credible information to help answer evaluation questions and make decisions. It is an integral component of the evaluation process. A test is one method of obtaining ~~credible new~~ valid and reliable information within the assessment process. Assessment data may also include observations, interviews, medical reports, data regarding the effects of general education accommodations, ~~and~~ adaptations, and interventions, and other formal or informal data.

**Assistive technology device.** Any item, piece of equipment, or product system whether acquired commercially, off a shelf, modified, or customized that is used to increase,

maintain, or improve the functional capabilities of a student with a disability. Excludes surgically implanted medical devices.

**Assistive technology service.** Any service that directly assists a student with a disability with the assessment, selection, acquisition, or use of an assistive technology device. The term includes the evaluation of the need of the student; purchasing, leasing, or otherwise providing for the acquisition of assistive technology devices; selecting, designing, fitting, customizing, adapting, applying, maintaining, repairing, or replacing devices; coordinating and using other therapies, interventions, or services with existing education and rehabilitation plans and programs; training or technical assistance for a student and/or family; and training or technical assistance for professionals, employers, or other individuals who provide services to, employ, or are otherwise substantially involved in the major life functions of the student.

**Attention deficit disorder (ADD).** A biologically based mental disorder that has these typical characteristics: short attention span; distractive behavior; difficulty following directions and staying on task; and an inability to focus behavior. The disorder compromises many skills needed for academic success, including starting, following through with, and completing tasks; moving from task to task; and following directions.

**Attention deficit hyperactivity disorder (ADHD).** A biologically based mental disorder in which a person has inappropriate degrees of inattention, impulsiveness and hyperactivity.

**Audiologist.** A licensed health care professional who diagnoses and supports management of hearing loss, counseling to auditory needs across environments, and fitting of hearing technology.

**Autism.** A disability category in which a developmental disability, generally evident before age three (3), significantly affects verbal or nonverbal communication skills and social interactions and adversely affects educational performance. Other characteristics often associated with autism ~~are~~ include engagement in repetitive activities and stereotyped movements, resistance to environmental change or change in daily routines, and unusual responses to sensory experiences.

**Basic reading skills.** For the purpose of specific learning disability eligibility, includes sight word recognition, phonics, and word analysis. Essential skills include identification of individual sounds and the ability to manipulate them, identification of printed letters and sounds associated with letters, and decoding of written language.

**Behavioral intervention plan (BIP).** A plan comprising practical and specific strategies designed to increase or reduce a definable behavior. These strategies address preventative techniques, teaching replacement behaviors, how to respond or resolve behaviors, and crisis management, if necessary.

**Benchmark.** A major milestone which describes the progress the student is expected to make toward annual goals within a specified period of time. Similar to an objective.

**Braille.** A tactile system of reading and writing, used by students who are blind or visually impaired, with an official code composed of Braille characters or cells that consist of various patterns of raised dots ~~that~~ correspond~~ing~~ to alphabetic letters, punctuation marks and other symbols.

**Business day.** A workday (Monday through Friday) except for federal and state holidays, unless specifically included.

**Calendar day.** Used interchangeably with day unless otherwise indicated as a business day or a school day.

**Case manager.** A member of the evaluation and/or IEP team (usually the special education teacher) who is designated to perform administrative functions for the team, including: (1) setting up meetings; (2) ensuring appropriate forms are completed; (3) ensuring timelines are met; and (4) includes the responsibility of coordinating and overseeing the implementation of the IEP.

**Change of placement.** A change in educational placement relates to whether the student is moved from one type of educational program -- i.e., regular class -- to another type -- i.e., home instruction. Or it may also occur when there is a significant change in the student's educational program even if the student remains in the same setting.

**Change of placement for disciplinary reasons.** A removal from the current educational placement for more than ten (10) consecutive school days or a series of removals that constitute a pattern when they total more than ten (10) school days in a school year. Factors such as the length of the removal, the proximity of the removals to one another, the total amount of time the student is removed are indicators of a pattern, and whether the child's behavior is substantially similar to the child's behavior in previous incidents that resulted in the series of removals.

**Charter school within a district.** A publicly funded, nonprofit, nonsectarian public school that is created by a formal agreement (charter) between ~~a group of individuals~~ the charter board of directors and the board of trustees of the local school district and operates independently within the district. It is governed by the conditions of its approved charter, performance certificate, and federal and state laws. It is the responsibility of the local district to ensure that students attending such charter schools receive appropriate services as required by IDEA, and Section 504 ~~and of~~ the ADA.

**Charter school LEA.** A publicly funded, nonprofit, nonsectarian public school that operates as its own local education agency (LEA) or district. Charter LEAs ~~do not have an agreement with the local school district within whose boundaries they operate. Charter LEAs must be authorized by the Idaho Public Charter School Commission and are required to~~

provide services in accordance with IDEA, Section 504 and the ADA may be authorized by the local school district or the Idaho Public Charter School Commission. Charter LEAs are required to provide services in accordance with IDEA and, Section 504 of the ADA.

**Child.** An individual who has not attained age eighteen (18).

**Child count.** For purposes of the annual report required under IDEA, the State must count and report the number of children with disabilities receiving special education and related services on any date between October 1 and December 1 of each year.

**Child find.** A process to locate, identify, and evaluate individuals ages three (3) to twenty-one (21) who are suspected of having a disability and in need of special education.

**Civil action.** A judicial action that any party who is aggrieved by the final decision of a due process hearing officer may bring in either a federal district court or a state court of competent jurisdiction (as designated by Idaho law).

**Cognitive academic language proficiency (CALP).** A test to determine a student's appropriate language dominance/usage. CALP refers to language used during formal academic instruction and learning. CALP skills include listening, speaking, reading, and writing about subject area content material, and are essential to school success. It may take five to seven years for an English language learner to develop CALP.

**Compensatory education.** Educational services or remedies which are above and beyond those normally due a student under ~~his or her~~ the sState's education law. The principle is acknowledged by most courts that have considered the issue to be an appropriate equitable remedy when a student has been denied free appropriate public education. Services that would put the student in the same position had they not been denied a FAPE.

**Complaint.** (State complaint) A formal, written, and signed statement submitted to the Idaho State Department of Education by an individual or organization that contains one or more allegations and the facts on which the statement is based that a district or agency has violated a requirement of IDEA within the last year (365 days).

**Coordinated early intervening services (CEIS).** Services for students (K-12) who need additional academic and behavioral support to succeed in a general education environment. These students have not been identified as having a disability under the IDEA.

**Consensus.** Following the opportunity for each member to provide input and gain clarification, the resulting outcome where each member agrees to support the decision of the group. Consensus is both the general agreement to support the decision, and the process of reaching such agreement to support the decision.

**Consent.** Voluntary, written approval of a proposed activity, as indicated by a parent/adult student signature. The parent/adult student must be fully informed of all relevant information in his or her native language or other mode of communication and must understand all information relevant to the activity to make a rational decision.

**Conservator.** A person appointed by the court to handle financial decisions for a person who is incapacitated or debilitated. In Idaho the conservator has all of the powers conferred in Idaho Statute 15-5-424 and any additional powers conferred by law on trustees in this state. In addition, a conservator of the estate of an unmarried minor under the age of eighteen (18) years, as to whom no one has parental rights, has the duties and powers of a guardian of a minor described in section 15-5-209 of this code until the minor attains the age of eighteen (18) or marries, but the parental rights so conferred on a conservator do not preclude appointment of a guardian as provided by part 2 of this chapter, Idaho Statute 15-5-424.

**Controlled substance.** Any drug so designated by law whose availability is restricted; i.e., so designated by federal Controlled Substances Acts. Included in such classifications are narcotics, stimulants, depressants, hallucinogens, and marijuana. (See Schedule I, II, III, IV or V in section (c) of the Controlled Substances Act (21 U.S.C. 812(c))

**Core academic subjects.** These include English, reading or language arts, mathematics, science, foreign languages, civics and government, economics, arts, history, and geography under the ESEA.

**Core Content Connectors.** Alternate academic achievement standards in English/Language Art and Mathematics aligned with the Idaho Content Standards, which have been reduced in depth and complexity. The Idaho alternate assessment in English/Language Arts and Mathematics are based on these standards.

**Corrective action plan (CAP).** A plan that orders a district as a result of an IDEA complaint to take corrective actions to resolve legal deficiency as found by the SDE.

**Critical life skill.** Skills that lead to independent functioning. Development of these skills can lead to reduced dependency on future caretakers and enhance students' integration with ~~nondisabled~~ individuals without disabilities. Skills may include such things as toileting, feeding, mobility, communication, dressing, self-help, and social/emotional functioning.

**Dangerous weapon.** A weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of causing death or serious bodily injury, except that such term does not include a pocket knife with a blade of less than 2 ½ inches in length.

**Data-based decision making.** The collecting of information that can be charted or graphed to document performance over time followed by an analysis of the information to determine needed changes in instruction, policies, programs, or procedures.

**Day.** Refers to a calendar day unless otherwise indicated as a business or school day.

**Deaf-blindness.** An IDEA disability category in which a student demonstrates hearing and visual impairments, and where the combination of these two disabilities causes such severe communication and other developmental and educational needs that the student cannot be accommodated with special education services designed solely for students with deafness or blindness.

**Deaf or Hard of Hearing.** A child with a hearing loss, whether permanent or fluctuating, that impairs the access, comprehension, and/or use of linguistic information through hearing, with or without amplification, and that adversely affects a child's educational performance.

**Detained youth.** Anyone aged three (3) through twenty-one (21) who is being held for a crime regardless of whether or not that person has appeared before the court.

**Developmental achievement.** Gains a student makes which follow the pedagogic theory that all children learn in the same basic way and in the same sequence, although at different rates.

**Developmental delay.** An IDEA disability category used only for students ages three (3) through nine (9) for whom a significant delay exists in one or more of the following skill areas: receptive/expressive language; cognitive abilities; gross/fine motor functioning; social/emotional development; or self-help/adaptive functioning. The use of this category is optional for districts.

**Disaggregated data.** Information that is reported and/or considered separately on the basis of a particular characteristic. In this Manual, the term refers to data on special education students as a group that ~~is reported~~ are reported and/or considered separately from the same data on all students in a school, district, or state.

**Discipline.** Actions taken in response to a student's violation of the student conduct code.

**Disclosure.** The access to or the release, transfer, or other communication of education records, or personally identifiable information contained in these records by oral, written, electronic, or other means.

**Disproportionality.** A disparity or inequality. In this Manual, the term refers to a statistical range of data where students of a specific race or ethnicity are identified in either greater or fewer numbers than expected when compared to the representation of that race or ethnicity within the general school population. The areas addressed in the IDEA



are: (1) identification as a student with a disability; (2) identification of a student with a specific category of disability; and (3) placement in a particular educational setting and (4) the incidence, duration of any type of disciplinary actions, including suspensions and expulsions.

**District.** A local educational agency (LEA), inclusive of the following terms: a local district, a state authorized charter school, a state operated program, and a traditional school. See also “LEA.”

**Dropout.** A student who has voluntarily left an education system before completion of requirements and is not known to be enrolled in any other educational program.

**Dual enrollment.** A child of school-age who is enrolled in a nonpublic school (including a homeschool) or a public charter school and enrolled in a public school to participate in public school programs and activities, Idaho Statue 33-203. See also “nonpublic school” and “nonpublic student.”

**Due process hearing.** An administrative hearing conducted by an SDE-appointed hearing officer to resolve disputes on any matter related to identification, evaluation, educational placement, or the provision of a free appropriate public education under the IDEA.

**Educational performance.** A student’s educational performance in achievement, developmental, and/or functional skills.

**Education record.** A student’s record containing personally identifiable information maintained by an educational agency or institution, or by a party acting for the agency or institution, which may include, but is not limited to print, handwriting, computer media, video or audio tape, film, microfilm, and microfiche, but is not within the exceptions set out in the Family Educational Rights and Privacy Act (FERPA). The documents in the education record used to determine current eligibility and monitor current progress are considered part of the education record and are maintained. Items in the educational record that are no longer used, or have been summarized, may be removed from the educational record after written parental notification.

**Educational services agency, other public institution or agencies.** (1) An educational service agency, as defined in 34 CFR §300.12; and (2) Any other public institution or agency having administrative control and direction of a public elementary school or secondary school, including a public nonprofit charter school that is established as an LEA under [State law](#).

**Elementary school.** The term “elementary school” means a nonprofit institutional day or residential school, including a public elementary charter school, that provides elementary education, as determined under [State law](#), 34 CFR §300.13. An elementary school includes a grade configuration of grades one (1) through eight (8) inclusive, or any combination thereof, Section 33-116, Idaho Code.

**Eligibility/evaluation team.** A group of people, including the parent/adult student, charged with the responsibility to make decisions regarding evaluation, assessments, and eligibility. This team includes the same membership as the IEP team (although not necessarily the same individuals) and other qualified professionals, as appropriate.

**Emotional ~~disturbance~~ behavioral disorder.** An IDEA disability category in which a student has a condition exhibiting one or more of five behavioral or emotional characteristics over a long period of time, and to a marked degree, that adversely affects educational performance. The term *does not* include students who are socially maladjusted unless it is determined they have an emotional ~~disturbance~~ behavioral disorder. The term emotional ~~disturbance~~ behavioral disorder *does* include students who are diagnosed with schizophrenia.

**Essential Components of Reading Instruction.** The term means explicit and systematic instruction in (1) phonemic awareness, (2) phonics, (3) vocabulary development, (4) reading fluency, including oral reading skills, and (5) reading comprehension strategies.

**Evaluation.** A term that means using all required procedures to determine whether a child has a disability and the nature and extent of the special education and related services that the child needs.

**Expedited due process hearing.** An administrative hearing conducted by an SDE-appointed hearing officer to resolve disputes concerning discipline for which shortened timelines are in effect in accordance with the IDEA.

**Expulsion.** Removal of a student from school for an extended period of time. For general education students, services usually cease during an expulsion.

**Extended school year (ESY).** A program to provide special education and related services to an eligible student with a disability beyond the conventional number of instructional days in a school year and at no cost to the parents. An ESY program must be based on an IEP team decision and meet Idaho standards.

**Extracurricular activities.** Programs sponsored by a district that are not part of the required curriculum but are offered to further the interests and abilities of students.

**FAPE.** (See “Free appropriate public education.”)

**FERPA.** (See “Family Educational Rights and Privacy Act.”)

**Facilitation.** A voluntary process during which a neutral and impartial individual, contracted by the SDE, is appointed to conduct an IEP team or other special education related meeting.

**Family Educational Rights and Privacy Act (FERPA).** A federal law protecting the privacy of students and parents by mandating that personally identifiable information about a

student contained in education records must be kept confidential unless otherwise provided by law. FERPA also contains provisions for access to records by parents, students, staff, and others.

**Fluency disorder.** Stoppages in the flow of speech that are abnormally frequent and/or abnormally long. These interludes take the form of repetitions of sounds, syllables, or single syllable words; prolongations of sounds; or blockages of airflow and/or voicing in speech.

**Free Appropriate Public Education (FAPE).** A basic IDEA requirement which states that special education and related services are provided at public expense (free); in conformity with an appropriately developed IEP (appropriate); under public supervision and direction (public); and include preschool, elementary, and secondary education that meets the education standards, regulations, and administrative policies and procedures issued by the State Department of Education (education).

**Functional achievement and performance.** Gains made by a student which include programming in community living, reading, communication, self-care, social skills, domestic maintenance, recreation, employment or vocational skills. Also called independent living skills.

**Functional behavioral assessment (FBA).** A systematic process for defining problem behavior and gathering medical, environmental, social, and instructional information that can be used to hypothesize about the function of student behavior.

**General education curriculum.** The curriculum that is designed for all students, usually consisting of a common core of subjects and curriculum areas adopted by a district that are aligned to the Idaho Achievement Standards or district standards. The general education curriculum is defined by either the Idaho Achievement Standards or the district content standards if they are as rigorous.

**General education interventions.** Educational interventions designed to address the students using the core and supplemental interventions. Such interventions may include whole-school approaches, scientifically based programs, and positive behavior supports, including accommodations and instructional interventions conducted in the general education environment. These interventions may also include professional development for teachers and other staff to enable such personnel to deliver scientifically based literacy instruction and/or instruction on the use of adaptive and instructional software.

**Goal.** A measurable statement of desired progress. In an IEP, annual goals must include academic and functional goals designed to meet a child's needs that result from his or her disability, enable the child to be involved in and make progress in the general curriculum, and meet the child's other educational needs that result from the child's disability.

**Graduation.** The point in time when a student meets the district and State requirements for receipt of an ~~regular~~ Idaho-high school diploma.

**Guardianship.** A judicial determination under which a competent adult has the legal right and duty to deal with problems, make decisions, and give consent for an adult with a disability (at least eighteen (18) years of age) who cannot act on his or her own behalf. The court will specify the nature and scope of the guardian's authority.

**Health services.** See "School health services."

**High school.** Idaho Statute 33-119 defines secondary school as grades seven (7) through twelve (12) inclusive of any combination thereof. See "secondary school."

**Homebound student.** A student whose IEP team determines the child's home is the least restrictive environment.

**Homeless children and youth.** Children and youth who lack a fixed, regular, and adequate nighttime residence as defined in the McKinney-Vento Homeless Assistance Act.

**Homeschool.** An education program delivered by parents who have decided to provide instruction in the home and not in a public or private school. A homeschool is a nonpublic school, but is not considered a private school. A virtual public school is not a homeschool.

**Homeschooled students.** A homeschooled student is one whose parents have decided to provide an educational program in the home with instruction provided by the parents. A homeschool student is considered a nonpublic school student, but is not considered a private school student. A student who is enrolled in a virtual public school is not considered a homeschooled student for the duration that they attend that virtual public school.

**Honig Injunction.** A court order to remove a special education student from school or current educational placement due to factors of dangerousness. Districts are required to continue with the provision of FAPE.

**Idaho ~~core~~ content-standards.** Educational standards in math and English language arts detailing what K-12 students should know at the end of each grade and establishing consistent standards across the states, as well as ensuring that students graduating from high school are prepared to enter credit-bearing courses at two- or four-year college programs or enter the workforce.

**Illegal use of drugs.** The unlawful use, possession or distribution of substances identified under the Controlled Substances Act, but does not include the use of a drug taken under supervision by a licensed health care professional.

**Independent educational evaluation (IEE).** One or more assessment(s) conducted by a qualified examiner(s) who is not employed by or contracted by the public agency or district responsible for the education of the student in question.

**Individualized education program (IEP).** A written document (developed collaboratively by an IEP team made up of parents and school personnel) which outlines the special education program for a student with a disability. This document is developed, reviewed and revised at an IEP team meeting at least annually.

**Individualized education program (IEP) team.** A team established by the IDEA and comprised but not limited to the student's general education teacher, a special education teacher, a district representative, parents, the student when appropriate, and other knowledgeable persons. The team is responsible for developing an IEP, determining placement, and reviewing and revising the student's IEP and placement at least annually.

**Individualized family service plan (IFSP).** A written individualized plan for an infant or toddler (birth to three (3) years of age) with a disability that is developed by a multidisciplinary team, including the parents, under Part C of the IDEA.

**Individuals with Disabilities Education Act (IDEA).** A federal law ensuring services to children with disabilities. The IDEA governs how states and public agencies provide early intervention, special education and related services to individuals with disabilities. Infants and toddlers with disabilities (birth to two) and their families receive services under IDEA Part C. Children and youth (ages three (3) to twenty-one (21) receive special education and related services under IDEA Part B.

**Initial provision of service.** The first time that a child with a disability is provided special education and related services. This is also referred to as the "initial placement" and means the first time a parent is offered special education and related services for their child after an initial evaluation and eligibility determination.

**In-lieu of transportation.** Alternate method of transporting students to and from school.

**Instructional intervention.** An action or strategy based on an individual student's problem that is designed to remedy, improve, or eliminate the identified problem.

**Intellectual disability.** An IDEA disability category in which significant sub-average general intellectual functioning exists concurrently with deficits in adaptive behavior. These deficits are manifested during the student's developmental period and adversely affect the student's educational performance. The terms "mental retardation" and "cognitive impairment" were previously used to refer to this condition.

**Interagency agreement.** A written document that defines the coordination between the state and/or public/private agencies and/or districts with respect to the responsibilities of

each party for providing and funding special education programs and special education and related services.

**Interim alternative educational setting (IAES).** The educational setting in which a district may place a student with a disability, for not more than forty-five (45) school days, if the student while at school, on school premises or at a school function carries a weapon or possesses a weapon; knowingly possesses, uses, sells or solicits the sale of illegal drugs or controlled substances; or has inflicted serious bodily injury upon another person. An IAES may also be ordered by a due process hearing officer based upon evidence that maintaining the current placement is substantially likely to result in injury to the student or others.

**Interim IEP.** A short-term IEP with all the components of a standard IEP developed by the IEP team. It may be used for students transferring from other districts pending the development of the standard IEP or other purposes as needed.

**Interpreting services.** The process of providing accessible communication between and among persons who are deaf, hard of hearing, or deaf-blind, and those who are hearing. The process includes, but is not limited to, communication between American Sign Language or other form of manual communication and English. The process may also involve various other modalities that involve visual, gestural and tactile methods including oral transliteration services, cued language transliteration services, sign language transliteration and interpreting services, and transcription services, such as communication access real-time translation (CART), C-Print, and TypeWell.

~~**Intervention plan (I-Plan).** An individual intervention plan designed by a general education team to improve a student's academic performance or behavior through general education interventions. This plan must be documented, and include the development, implementation and monitoring of the plan.~~

**Itinerant specialist.** A teacher who normally travels and provides services to students in different schools or in the home or consults with teachers and administrators.

**Joint custody.** A court order awarding custody of a minor child to both parents and providing that physical and/or legal custody shall be shared by the parents.

**Joint legal custody.** A court order providing that the parents of a child are required to share the decision-making rights, responsibilities, and authority relating to the health, education, and general welfare of the child.

**Joint physical custody.** A court order awarding each parent significant periods of time in which a child resides with or is under the care and supervision of each parent. The actual amount of time is determined by the court.

**Language impairment.** An IDEA disability category in which a delay or disorder exists in the development of comprehension and/or the uses of spoken or written language and/or other symbol systems and which adversely affects the student's educational performance. A language impairment may involve any one or a combination of the following: the form of language (morphological and syntactic systems); the content of language (semantic systems); and/or the function of language in communication (pragmatic systems).

**Learning disability.** See "specific learning disability."

**Least restrictive environment (LRE).** The IDEA requirement that students with disabilities, including those in public or private institutions or other care facilities, be educated with students who are nondisabled to the maximum extent appropriate.

**Limited English proficient (LEP).** An individual aged three (3) to twenty-one (21), who is enrolled or preparing to enroll in elementary or secondary school, he or she was not born in the United States or his or her native language is a language other than English; he or she is a Native American or Alaska Native, or a native resident of the outlying areas; he or she comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or the individual is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant. The LEP individual's difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the him or her the ability to meet the State's proficient level of achievement on State assessments; the ability to successfully achieve in classrooms where the language of instruction is English; or the opportunity to participate fully in society.

**Listening comprehension.** For the purpose of specific learning disability eligibility, refers to the understanding of the implications and explicit meanings of words and sentences of spoken language. This includes following directions, comprehending questions, and listening and comprehending in order to learn (e.g., auditory attention, auditory memory, and auditory perception). Listening comprehension also includes the ability to make connections to previous learning.

**Local district.** See "district" and "local educational agency (LEA)."

**Local educational agency (LEA).** A public board of education or other public authority legally constituted within a State for either administrative control or direction of, or to perform a service function for, public elementary or secondary schools in a city, county, township, school district, or other political subdivision of a State, or for a combination of school districts or counties as are recognized in a State as an administrative agency for its public elementary schools or secondary schools. See "district."

**Manifestation determination.** A determination by the parent and relevant members of the IEP team of whether the conduct in question was caused by or had a direct and substantial relationship to the student's disability or if the conduct in question was the direct result of the LEA's failure to implement the IEP.

**Mathematics calculation.** For the purpose of specific learning disability eligibility, this refers to the knowledge and retrieval of mathematical facts and the application of procedural knowledge in computation.

**Mathematics problem solving.** For the purpose of specific learning disability eligibility, refers to the ability to apply mathematical concepts and understandings to real-world situations, often through word problems. It is the functional combination of computation knowledge and application knowledge, and involves the use of mathematical computation skills and fluency, language, reasoning, reading, and visual-spatial skills in solving problems. Essentially, it is applying mathematical knowledge at the conceptual level.

**McKinney-Vento Homeless Assistance Act.** This law is designed to address the problems that homeless children and youth have faced in enrolling, attending, and succeeding in school. Under this law, state educational agencies (SEAs) must ensure that each homeless child and youth has equal access to the same free, appropriate public education, including a public preschool education, as other children and youth.

**Mediation.** A voluntary, confidential, and structured process during which an SDE-contracted individual is appointed to serve as an impartial and neutral third party to help parents and district or agency personnel resolve an IDEA-related conflict. Mediation usually results in a written, legally-binding agreement that is mutually acceptable to both parties and enforceable in court.

**Medicaid services (school-based).** Those services, assessment, and plan development for students receiving Medicaid which school districts may bill for reimbursement with the consent of the parent.

**Medical services.** Medical services mean services provided by a licensed physician to determine a child's medically related disability that results in the child's need for special education and related services.

**Middle school.** A middle school is a school that does not meet the definition of an elementary school and contains grade eight (8) but does not contain grade twelve (12).

**Migrant student.** A student who has not graduated from high school or completed a high school equivalency certificate and resides within a family that is composed of migrant fisher or agricultural workers. The student has moved within the preceding thirty-six (36) months in order for the family to obtain or seek this type of temporary or seasonal employment that is a principal means of livelihood.



**Monitoring.** An activity conducted by the State Department of Education to review a school district's compliance with federal laws, regulations, and state rules.

**Multiple disabilities.** An IDEA disability category in which two or more impairments co-exist (excluding deaf-blindness), whose combination causes such severe educational needs that the student cannot be accommodated in special education services designed solely for one of the impairments.

**Multi-tiered system of support (MTSS).** A systemic educational practice of matching educational instruction and interventions to the needs of students. MTSS is a data-driven model involving frequent monitoring of student progress to determining if interventions are needed to improve individual student outcomes using evidenced-based practices.

**Native language.** The language or mode of communication normally used by an individual or, in the case of a student, the language normally used by the student's parents. In all direct contact with a student, the native language would be the language or mode of communication normally used by the student in the home or learning environment.

**New teacher.** A teacher who has less than one (1) year of teaching experience.

**Nonpublic school.** An educational institution or program providing instruction outside a public school, including but not limited to a private school or homeschool.

**Nonpublic student.** Any student who receives educational instruction outside of a public school, including but not limited to a private school or homeschool student.

**Nonprofit.** The term 'nonprofit,' as applied to a school, agency, organization, or institution, means a school, agency, organization, or institution owned and operated by one (1) or more nonprofit corporations or associations no part of the net earnings of which inures, or may lawfully inure, to the benefit of any private shareholder or individual.

**Nursing services.** See "School health services."

**Objectives.** Measurable, intermediate steps that describe the progress the student is expected to make toward an annual goal in a specified amount of time; similar to a benchmark.

**Occupational therapist.** A professional licensed through the Bureau of Occupational Licenses who, in a school setting, is responsible for assessing fine motor skills, including student's use of hands and fingers and developing and implementing plans for improving related motor skills. The occupational therapist focuses on daily living skills such as eating, dressing, schoolwork, play, and leisure.

**Office of special education programs (OSEP).** The branch of the Office of Special Education and Rehabilitative Services (OSERS) within the U.S. Department of Education which is

responsible for administering programs relating to the free appropriate public education to all eligible beneficiaries under the IDEA.

**Oral expression.** For the purpose of specific learning disability eligibility, the ability to convey wants, needs, thoughts, and ideas in a meaningful way using appropriate syntactic, pragmatic, semantic, and phonological language structures. It relates to a student's ability to express ideas, explain thinking, retell stories, categorize, and compare and contrast concepts or ideas, make references, and problem solve verbally.

**Orientation and mobility (O&M) services.** Services provided by qualified personnel to blind and visually impaired students by qualified personnel to enable these students to attain systematic orientation to and safe movement within the home, school, and community, including teaching (1) spatial and environmental concepts and use of information received by the senses to establish, maintain, or regain orientation and line of travel; (2) use of the long white cane, or a service animal, as appropriate to supplement visual travel skills or as a tool for safely negotiating the environment for students with no available travel vision; (3) understanding and use of remaining vision and distance low vision aids; and (4) other concepts, techniques, and tools.

**Orthopedic impairment.** An IDEA disability category that includes severe orthopedic impairments that adversely affects a student's educational performance and are caused by congenital anomaly (e.g., clubfoot, absence of an appendage, etc.); disease (e.g., poliomyelitis, bone tuberculosis, etc.); or from other causes (e.g., cerebral palsy, amputations, and fractures or burns that cause contracture).

**Other health impairment (OHI).** An IDEA disability category in which a student exhibits limited strength, vitality or alertness, including heightened alertness to environmental stimuli that results in limited alertness with the respect to the educational environment that is due to chronic or acute health problems (such as asthma, ADD or ADHD, cancer, diabetes, epilepsy, Fetal Alcohol Syndrome, a heart condition, hemophilia, lead poisoning, leukemia, nephritis, rheumatic fever, sickle cell anemia, Tourette syndrome and stroke) to such a degree that it adversely affects the student's educational performance.

**Paraprofessional.** A noncertified, non-licensed individual who is employed by a district and who is appropriately qualified, trained and supervised in accordance with state standards to assist in the provision of special education and related services.

**Parent.** As defined by IDEA, a parent is: (1) a biological or adoptive parent of a child; (2) a foster parent who has lived with the child for six (6) or more months; (3) a guardian generally authorized to act as the child's parent, or authorized to make educational decisions for the child (but not the State if the child is a ward of the State); (4) An individual acting in the place of a biological or adoptive parent (including a grandparent, stepparent, or other relative) with whom the child lives, or an individual who is legally responsible for the child's welfare; or (5) A surrogate parent who has been appointed by

the school district. If the child is a ward of the state, the judge overseeing the child's case may appoint the surrogate. The surrogate may not be an employee of the state or local education agency or any other agency that is involved in the education or care of the child, has no personal or professional interest which conflicts with the interest of the child, has knowledge and skills that ensure adequate representation of the child.

**Part B.** Part of the IDEA that relates to the assistance to states for the education of students with disabilities who are ages three (3) through the semester in which a student turns twenty-one (21). Part B is administered by the State Department of Education and carried out by school districts and other public agencies.

**Part C.** Part of the IDEA that relates to the assistance to states for the education of children with disabilities and the early intervention programs for infants and toddlers, ages birth through two (2), with disabilities. In Idaho, Part C is administered by the Department of Health and Welfare.

**Peer-reviewed research.** A higher level of non-biased research, which has been accepted by a peer-reviewed journal or approved by a panel of independent experts through a comparably rigorous, objective and scientific review.

**Personally identifiable information (PII).** Includes but not limited to, student's name, name of parent or other family member, address of student or family, social security number, student number, list of personal characteristics, or other information that would make it possible to identify the student with reasonable certainty.

**Phonology.** The process used in our language that has common elements (sound patterns) which affect different sounds.

**Phonology disorders.** Phonology disorders are errors involving phonemes, sound patterns and the rules governing their combinations.

**Physical therapist.** A professional licensed through the Bureau of Occupational Licenses who, in the school setting, assesses students' needs and provides interventions related to gross motor skills. In working with students with disabilities, the physical therapist provides treatment to increase muscle strength, mobility, endurance, physical movement and range of motion; improve posture, gait and body awareness; and monitor function, fit and proper use of mobility aids and devices.

**Plan for improving results (PIR).** A plan developed collaboratively between the SDE and a district to address needs identified as a result of the district's self-evaluation and/or an SDE monitoring visit.

**Positive behavioral intervention and supports (PBIS).** Positive reinforcement, rewards or consequences provided to a child for specific instances of behavior that impedes

learning or the learning of others (or refraining from behavior) as appropriate for the purpose of allowing the student to meet his or her behavioral goals/benchmarks.

**Power of attorney.** The designation, in writing, by a competent person of another to act in place of or on behalf of another person.

**Present level of performance (PLOP) or Present levels of academic achievement and functional performance (PLAAFP).** Used interchangeably, ~~this is~~ these are a statement of the student's current level of achievement or development in an area of need and how the student's disability affects his or her involvement and progress in the general education curriculum offered to students without disabilities. For preschool students, as appropriate, how the disability affects the child's participation in appropriate activities.

**Private school.** A nonpublic school that is not funded by or under federal or state control or supervision. A homeschool is not a private school.

**Private school student.** Any student who receives educational instruction in a school not funded by or under federal or state control or supervision is considered a nonpublic private school student. A homeschool student is not a private school student.

**Problem-solving team.** A general education team established at the local level, whose name may vary, with the purpose to problem solve regarding the educational needs of any student. Procedures, meeting schedules, and team membership are established locally. The team is likely to include general educators and administrators and could include counselors, specialists, and special education personnel. Parent participation is valuable, but not required.

**Procedural safeguards.** The requirements of Part B of the IDEA that are designed to allow a parent/adult student to participate meaningfully in decisions concerning an appropriate educational program for a student with a disability and, if necessary, dispute such decisions. Also referred to as special education rights.

**Professional development.** High-quality comprehensive programs that are essential to ensure that persons responsible for the education or transition of students with disabilities possess the skills necessary to address the educational and related needs of these students. These should be scientifically-based and reflect successful practices including strategies for recruiting, hiring, preparing and retaining personnel.

**Public expense.** When a district or public agency either pays for the full cost of an evaluation or special education services or ensures that it is otherwise provided at no cost to the parent; for example, through joint agreements with other state agencies.

**Reading components.** The term "reading" means a complex system of deriving meaning from print that requires all of the following skills, which are the essential components of reading instruction: (1) Phonemic awareness: The skills and knowledge to understand

how phonemes, or speech sounds, are connected to print; (2) Phonics: The ability to decode unfamiliar words; (3) Reading fluency: The ability to read fluently; (4) Vocabulary development: Sufficient background information and vocabulary to foster reading comprehension; and (5) Reading comprehension: The development of appropriate active strategies to construct meaning from print.

**Reading comprehension.** For the purpose of specific learning disability eligibility, refers to the ability to understand and make meaning of written text and includes a multifaceted set of skills. Reading comprehension is influenced by oral language development including new vocabulary acquisition, listening comprehension, working memory, application of comprehension-monitoring strategies, and understanding of text structure including titles, paragraphing, illustrations, and other details. Reading comprehension is significantly affected by basic reading skills.

**Reading fluency.** For the purpose of specific learning disability eligibility, refer to the ability to read words and text accurately, using age-appropriate chunking strategies and a repertoire of sight words, and with appropriate rate, phrasing, and expression (prosody). Reading fluency facilitates reading comprehension.

**Reasonable measures.** A combination of recorded written and/or oral documentation to meet notification requirements of the district to parents/adult students.

**Reasonable time.** A period of ten (10) calendar days unless there are exceptional circumstances that warrant a shortened period of time such as an emergency or disciplinary meeting.

**Reevaluation.** A periodic evaluation conducted at least every three years, or more frequently if conditions warrant, or if the student's parent or teacher requests an evaluation of a student already identified as eligible for services under the IDEA. Reevaluations may occur not more than once a year, unless the parent and the district agree otherwise or may be waived by the parent and LEA.

**Related services.** Refers to transportation and such developmental, corrective, and other supportive services required to assist a student with a disability to benefit from special education and includes the following: speech therapy, language therapy, audiology services, psychological services, physical therapy, occupational therapy, recreation, therapeutic recreation, early identification and assessment of disabilities in children, counseling services, rehabilitation counseling, orientation and mobility services, interpreting services, medical services for diagnostic or evaluation purposes, school health/nursing services (excluding surgically implanted medical devices), social work services in schools, and parent counseling and training.

**Response to intervention (RTI).** A formal process for evaluating student response to scientifically research-based interventions, consisting of the core components of: (1) problem identification, (2) problem analysis, (3) applying research-based interventions, and (4) progress monitoring/decisions rules. As used in the IDEA, RTI is only mentioned

as an alternative to the severe discrepancy criteria in determining whether a student has a Specific Learning Disability.

**Resolution session.** A meeting involving the parents, relevant members of the IEP team, and a representative of the district who has decision-making authority, required prior to a due process hearing if the parent has requested the due process hearing.

**School-age.** Includes all persons between the ages of five (5) (i.e., turns five (5) on or before September 1) and twenty-one (21) years who reside in Idaho. For students with disabilities who qualify for special education and related services under the IDEA, school-age begins at age three (3) and continues through the semester of school in which the student attains the age of twenty-one (21).

**School day.** Any day, including a partial day, when all students are in attendance at school for instructional purposes.

**School health services.** School health services and school nurse services means health services that are designed to enable a child with a disability to receive FAPE as described in the child's IEP. School nurse services are services provided by a qualified school nurse. School health services are services that may be provided by either a qualified school nurse or other qualified person.

**School psychologist.** A professional who holds an Idaho Pupil Personnel Services Certificate with an endorsement in Psychology and is charged with the responsibility to conduct assessments and determine a student's cognitive, academic, social, emotional, and/or behavioral functioning. This professional also provides direct services to students, consults with district staff, and may be a member of the evaluation and/or IEP team.

**Scientifically-based research (SBR).** Scientifically based research (as defined in the ESEA) means research that involves the application of rigorous, systematic, and objective procedures to obtain reliable and valid knowledge relevant to education activities and programs; and includes research that (1) employs systematic, empirical methods that draw on observation or experiment; (2) involves rigorous data analyses that are adequate to test the stated hypotheses and justify the general conclusions drawn; (3) relies on measurements or observational methods that provide reliable and valid data across evaluators and observers, across multiple measurements and observations, and across studies by the same or different investigators; (4) is evaluated using experimental or quasi-experimental designs in which individuals, entities, programs, or activities are assigned to different conditions and with appropriate controls to evaluate the effects of the condition of interest, with a preference for random-assignment experiments, or other designs to the extent that those designs contain within-condition or across-condition controls; (5) ensures that experimental studies are presented in sufficient detail and clarity to allow for replication or, at a minimum, offer the opportunity to build systematically on their findings; and (6) has been accepted by a peer-reviewed journal

or approved by a panel of independent experts through a comparably rigorous, objective, and scientific review.

**Screening.** An informal, although organized process, of identifying students who are not meeting or who may not be meeting Idaho Content Standards ~~or Idaho Core Standards~~.

**Secondary school.** The term “secondary school” means a nonprofit institutional day or residential school, including a public secondary charter school, that provides secondary education, as determined under ~~s~~State law, except that it does not include any education beyond grade. The term secondary school is not defined in Idaho Code. See “high school.”

**Section 504 of the Rehabilitation Act of 1973.** A federal law designed to protect the rights of individuals with disabilities in programs and activities that receive Federal financial assistance from the U.S. Department of Education (ED). Section 504 provides: "No otherwise qualified individual with a disability in the United States . . . shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance . . ."

**Secular.** An adjective used to describe a private, non-religious educational entity.

**Serious bodily injury (SBI).** Bodily injury which involves (1) a substantial risk of death; (2) extreme physical pain; (3) protracted and obvious disfigurement; or (4) protracted loss or impairment of the function of bodily member, organ, or mental faculty.

**Services plan (SP).** Services plan means a written statement that describes the special education and related services the LEA will provide to a parentally-placed child with a disability enrolled in a private school who has been designated to receive services, including the location of the services and any transportation necessary.

**Setting.** The location where special education services occur.

**Significant cognitive impairment.** A designation given to a small number of students with disabilities for the purposes of their participation in AAs. Having a significant cognitive impairment is not solely determined by an IQ test score, nor based on a specific disability category, but rather a complete understanding of the complex needs of a student.

**Social worker.** A professional who holds an Idaho Pupil Personnel Services Certificate with an endorsement in Social Work and helps students and teachers address social and emotional issues. This professional may be a member of the evaluation and/or IEP team.

**Socially maladjusted.** A child who has a persistent pattern of violating societal norms with truancy, substance abuse, a perpetual struggle with authority, is easily frustrated, impulsive, and manipulative.

**Special education.** Specially designed instruction or speech/language therapy at no cost to the parent to meet the unique needs of a student with a disability including instruction in the classroom, the home, hospitals, institutions, and other settings; instruction in physical education; speech therapy and language therapy; transition services; travel training; assistive technology services; and vocational education.

**Special educational placement.** Refers to the provision of special education services along the continuum of placements under the least restrictive environment requirements, rather than a specific place or location, such as a specific classroom or school. The balance of setting and services to meet an individual student's needs.

**Specially designed instruction.** Adapting the content, methodology, or delivery of instruction to address the unique needs of an eligible student that result from the student's disability and to ensure access to the general education curriculum so that the student can meet the education standards of that district that apply to all students.

**Specific learning disability (SLD).** A disorder in one or more of the basic psychological processes involved in understanding or in using language, spoken or written, that may manifest itself in the imperfect ability to listen, think, speak, read, write, spell, or to do mathematical calculations, including conditions such as perceptual disabilities, brain injury, minimal brain dysfunction, dyslexia, and developmental aphasia. Specific Learning Disability does not include learning problems that are primarily the result of visual, hearing, or motor disabilities, of intellectual disability, of emotional ~~disturbance~~behavioral disorder, or of environmental, cultural, or economic disadvantage.

**Speech impairment.** A speech-language disorder, such as speech fluency, impaired articulation/phonology, a language impairment, or a voice impairment that adversely affects a student's educational performance.

**Speech-language pathologist.** A professional holding an Idaho Pupil Personnel Services Certificate who can assess and treat persons with speech, language, voice, and fluency disorders. This professional coordinates with and may be a member of the evaluation and IEP teams.

**Student (school-age).** For resident children with disabilities who qualify for special education and related services under the IDEA and subsequent amendments thereto, and applicable state and federal regulations, "school-age" shall begin at the attainment of age three (3) and shall continue through the semester of school in which the student attains the age of twenty-one (21) years.



**Stay put.** A requirement that a district or agency maintain a student with a disability in his or her present educational placement while a due process hearing or subsequent judicial proceeding is pending unless the parties agree otherwise.

**Substantial evidence.** A legal term that means “beyond a preponderance of the evidence” or “beyond more likely than not.”

**Summary of performance (SOP).** A document given to secondary students when a student exits special education as a result of earning a diploma or aging out. This document describes the academic achievement and functional performance along with recommendations to assist the student in meeting post-secondary goals.

**Supplementary aids and services.** Supplementary aids and services means aids, services, and other supports that are provided in regular education classes, other education-related settings, and in extracurricular and nonacademic settings, to enable children with disabilities to be educated with nondisabled children to the maximum extent appropriate.

**Surrogate parent.** An individual assigned and trained by a district or an agency to assume the rights and responsibilities of a parent under the IDEA when no parent can be identified or located for a particular student or when the child is a ward of the state.

**Suspension.** A temporary stop, delay, interruption, or cessation of educational service due to a violation of the student conduct code. This may include in-school suspension.

**Traditional public school.** "Traditional public school" means any school existing or to be built that is operated and controlled by a school district in this state as per Idaho Statute, Chapter 33-5202A(7).

**Transition age student.** A student whose upcoming IEP will be in effect when the student is sixteen (16) to twenty-one (21) years of age.

**Transition services.** A coordinated set of activities for a student with a disability designed within a results oriented process focused on improving the academic and functional achievement of the student to facilitate the student’s movement from school to post-school activities. Services are based on individual student needs addressing instruction, related services, community experiences, employment, post-school adult living objectives, and, when appropriate, acquisition of daily living skills and functional vocational evaluation.

**Traumatic brain injury (TBI).** An IDEA disability category that refers to an injury to the brain caused by an external physical force and resulting in a total or partial functional disability or psychosocial impairment, or both, that adversely affects educational performance. The term applies to open or closed head injuries resulting in impairments in one or more areas such as cognition, language, memory, attention, reasoning, abstract thinking, judgment, problem solving, sensory perception and motor abilities,

psychosocial behavior, physical functions, information processing, and speech. The term does not apply to congenital or degenerative brain injuries or to brain injuries induced by birth trauma.

**Travel training.** Instruction to students with significant cognitive ~~disabilities~~impairments and any other students with disabilities who require instruction to enable them to develop an awareness of the environment in which they live and to learn the skills necessary to move effectively and safely from place to place within the home, school, and community.

**Twice exceptional.** Twice exceptional students are identified as gifted ~~and~~ talented in one or more areas of exceptionality (specific academics, general intellectual ability, creativity, leadership, visual or performing arts) and also identified with a disability defined by State eligibility criteria (SLD, ED, Autism, Orthopedic Impairments, ~~or ADHD~~etc.) that qualifies the student for an IEP ~~or a 504 plan~~.

**Unilateral placement.** A decision by a parent, at his or her own discretion, to remove his or her child with a disability from a public school and enroll the student in a private facility because the parent believes that the district did not provide FAPE in a timely manner.

**Universal design.** A concept or philosophy for designing and delivering products and services that are usable by people with the widest possible range of functional capabilities, which include products and services that are directly usable (without requiring assistive technologies) and products and service that are made usable with assistive technologies.

**Visual impairment including blindness.** An IDEA disability category characterized by an impairment in vision that, even with correction, adversely affects a student's educational performance. The term includes partial sight, which refers to the ability to use vision as one channel of learning if educational materials are adapted, and blindness.

**Voice disorder.** (See "speech impairment") Refers to the absence or abnormal production of voice quality, pitch, intensity, or resonance. Voice disorders may be the result of a functional or an organic condition.

**Voluntary enrollment in a private placement.** Enrollment by a parent of a student with a disability in a private facility or homeschool for religious, philosophical, curricular, or other personal reasons.

**Ward of the state.** A child who, as determined by the State where the child resides, is a foster child (unless the foster parent meets the definition of a "parent" in Section 34 CFR §300.30), a ward of the State, or in the custody of a public child welfare agency.

**Weapon.** (See "dangerous weapon")

**Written expression.** For the purpose of specific learning disability eligibility, the processes related to the transcription of ideas and thoughts into a written product, such as handwriting and spelling. It also involves generative processes such as the communication of ideas, thoughts, and feelings. Required skills include using oral language, thought, grammar, text fluency, sentence construction, and planning to produce a written product.

**Written notice.** A written statement provided by the district to a parent/adult student within a reasonable amount of time before proposing or refusing to initiate or change to the identification, evaluation, educational placement, or the provision of FAPE.

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## LEGAL CITATIONS

### Introduction

The legal citations and topical reference for this Manual follow the chapter outlines and present references to federal and state statutes, regulations and rules for the enforcement of IDEA. The citations listed are the primary references for each chapter and section, not an all-inclusive reference list.

The entire IDEA and regulations are posted on the U.S. Department of Education website [at https://sites.ed.gov/idea/?src=policy-page](https://sites.ed.gov/idea/?src=policy-page) under the title of “Building the Legacy: IDEA 2004” at <http://idea.ed.gov/explore/home>. This site provides a topical search.

Idaho statutes and rules can be found at <https://adminrules.idaho.gov/rules/current/index.html> <http://legislature.idaho.gov/statutesrules.htm>.

Some of the policies/procedures stated in this Manual are based upon case law and letters of clarification from the U.S. Office of Special Education Programs (OSEP).

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**STATE DEPARTMENT OF EDUCATION  
JUNE 20, 2018**

**ATTACHMENT 2**

Chapter 1: Legal Citations

Legal Citations

<b>Section</b>	<b>Topic</b>	<b>IDEA Regulations 34 CFR §</b>	<b>Idaho Code IDAPA Reference</b>
1.	Child Find	300.111	IDAPA 08.02.03.109.02.a IDAPA 08.02.03.109.02.d
2.	Procedural Safeguards	300.121 300.504	IDAPA 08.02.03.109.05
3.	Student Eligibility under the IDEA	300.8 300.122	Idaho Code § 33-2001(3) Idaho Code § 33-2001(5) IDAPA 08.02.03.109.03
4.	Free Appropriate Public Education (FAPE)	300.17 300.101-300.102 300.148	Idaho Code § 33-201 Idaho Code § 33-2002 Idaho Code § 33-2010 Idaho Code § 20-504(a)(3) IDAPA 08.02.03.109.02.a
5.	District Programs and Services	300.107-300.110 300.117	Idaho Code § 33-2002
6.	Individualized Education Program (IEP)	300.22 300.320-300.328	IDAPA 08.02.03.109.04
7.	Least Restrictive Environment (LRE)	300.114-300.120	IDAPA 08.02.03.109.04.c
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Chapter 2 Free Appropriate Public Education (FAPE)

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## CHAPTER 1: OVERVIEW

Three (3) federal laws have been passed to ensure educational opportunities for individuals with disabilities:

- the Individuals with Disabilities Education Act (IDEA)
- Section 504 of the Rehabilitation Act of 1973 (Section 504)
- the Americans with Disabilities Act of 1990 (ADA)

The last reauthorization of the IDEA was in 2004 and aligned the law with the Elementary and Secondary Education Act of 2001. In 2015, the Every Student Succeeds Act (ESSA) was passed. Revisions to the IDEA regulations were issued in 2007, 2008, 2013, and 2014 with additional regulatory changes to the IDEA currently pending. The IDEA preserves the basic structure and civil rights of previous reauthorizations and emphasizes both *access* to education and *improved results* for students with disabilities based on data and public accountability.

This Manual provides information regarding district responsibilities under the IDEA and relevant Idaho legal requirements.

### Section 1. Child Find

The district is responsible for establishing and implementing an ongoing Child Find system. Child Find activities are conducted to create public awareness of special education programs; to advise the public of the rights of students; and, to alert community residents of the need for identifying and serving students with disabilities from the age of three (3) through the semester in which they turn twenty-one (21).

The district is also responsible for coordinating with the Department of Health and Welfare regarding the Child Find system for children ages birth through two (2) years. The Child Find system includes children with disabilities who are homeless, as defined by the McKinney-Vento Homeless Act (see Glossary), wards of the state, or attending private schools, regardless of the severity of the disability.

See Chapter 3 for more information on Child Find.

### Section 2. Procedural Safeguards

A parent/adult student has specific procedural safeguards assured by the IDEA and state law. The district provides a document titled *Procedural Safeguards Notice* to parents/adult students that contain a full explanation of special education rights.

See Chapter 11 for more information on procedural safeguards.

### Section 3. Student Eligibility under the IDEA

To be eligible for services under the IDEA, a student must have a disability that:

1. meets the Idaho state disability criteria as established in this manual;
2. adversely affects educational performance; and
3. results in the need for specially designed instruction and related services.

The process used to make this determination is called “eligibility evaluation.” During an eligibility evaluation, an evaluation team (which includes educators and the parent/adult student) reviews information from ~~the evaluation completed~~ (multiple sources including, but not limited to, general education interventions, formal and informal assessments, and progress in the general curriculum) in making the eligibility determination.

See Chapter 4 for more information on eligibility and evaluation.

### Section 4. Free Appropriate Public Education (FAPE)

The district (LEA) is required to ensure that a free appropriate public education (FAPE) is available to students who reside in the district and are eligible for special education. FAPE is individually determined for each student that qualifies for special education. FAPE *must* include special education in the least restrictive environment (LRE) and *may* include related services, transition services, supplementary aids and services, and/or assistive technology devices and services. A definition of each of these terms can be found in the glossary.

See Chapter 2 for more information on FAPE.

### Section 5. District Programs and Services

The district shall ensure that the same array of academic, nonacademic, and extracurricular activities and services is available to students with disabilities as is available to students without disabilities.

#### A. Educational Programs and Services

The district shall take steps to ensure that students with disabilities have the variety of educational programs and services that are available to all other students served by the district. These may include art, music, industrial arts, consumer and homemaking education, vocational

education, and other programs in which students without disabilities participate.

## **B. Physical Education**

Physical education services, specially designed if necessary, shall be made available to every student with a disability receiving FAPE, unless the ~~public agency~~ **district** enrolls children without disabilities and does not provide physical education to children without disabilities in the same grades.

## **C. Nonacademic and Extracurricular Services and Activities**

The district shall take steps, including the provision of supplementary aids and services determined appropriate and necessary by the student's Individualized Education Program (IEP) team, to provide nonacademic and extracurricular services and activities in a manner that affords students with disabilities ~~an~~ equal opportunity to participate in those services and activities. This includes counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the district, referrals to agencies that provide assistance to persons with disabilities, and employment of students, including both employment by the district and assistance in making outside employment available.

## **Section 6. Individualized Education Program (IEP)**

The IEP is a document that outlines how a particular student with a disability will receive a free appropriate public education (FAPE) in the least restrictive environment (LRE). It is a working document that can be amended as the student's needs change. The IEP is created collaboratively by IEP team members, including parents, the student, if appropriate, the student's teachers, and other district personnel.

See Chapter 5 for more information on IEP development.

## **Section 7. Least Restrictive Environment (LRE)**

The IDEA states that, to the maximum extent appropriate, students with disabilities are to be educated with students who are not disabled. The IEP team determines what constitutes LRE for the individual student. This includes considering that a continuum of alternative placements is available to meet the needs of children with disabilities and for special education and related services.

See Chapter 6 for more information on LRE.

## Section 8. Summary of Activities That May Lead to Special Education Services

This section describes the steps that may lead to special education services. The activities that are within each step are often sequential, but could occur simultaneously. The process might occur in a different sequence for emergency or interim placements. A flowchart of these steps is provided at the end of this chapter.

### **A. General Education Interventions** (carried out by the problem-solving team)

A general education problem-solving team addresses student learning needs and ensures that referrals to consider special education are appropriate. The general education problem-solving process may include comprehensive early intervening services based on whole-school approaches such as: a three-tiered model using scientifically based reading (and other content area) programs, positive behavior supports, and a response-to-intervention system.

Accommodations and instructional and/or behavioral interventions shall be attempted during the problem-solving process. These accommodations and interventions shall be of sufficient scope and duration to determine the effects on the student's educational performance and shall be clearly documented.

If the student shows adequate progress with general education interventions and accommodations, a referral to consider a special education evaluation may be unnecessary. However, if general education interventions and accommodations need to be provided on an ongoing basis or if the student shows limited or no progress *and* the student's performance is significantly discrepant from peers, a referral to consider a special education evaluation may be warranted. Also, a parent of a student may initiate a referral for special education at any time and a district may not deny that referral simply because the student had not gone through the general education intervention process.

See Chapter 4 for more information on problem-solving activities and the three tiered model.

### **B. Referral to Consider a Special Education Evaluation**

Following the problem-solving team's review of the student's response to general education interventions, if the team suspects that the student has a disability and may be in need of special education, the problem-solving team shall initiate a referral to consider a special education evaluation. The purpose of this referral is to bring a student to the attention of an evaluation team so that it can determine whether to conduct a special education evaluation.

A referral for a special education evaluation marks the point at which procedural safeguards are provided to the parent. The parent/adult student shall be involved in decisions once a written referral has been made to the evaluation team to consider a special education evaluation.

The evaluation team shall review existing data, which may include progress monitoring data from the student's IEP, assessments and information provided by the parent/adult student, and

document the review process, to determine the need for further assessment. The evaluation team will procure the necessary written consents for additional assessments.

See Chapter 3 for more information on the referral process to consider a special education evaluation and who can make a referral.

**C. Written Notice and Written Consent** (completed by an evaluation team)

Before administering assessments as part of the special education evaluation, written notice shall be provided to the parent/adult student along with the procedural safeguards and written consent shall be requested from the parent/adult student. The district may use a single form that meets the requirements of written notice and consent for assessment. In addition, if the evaluation team needs information for an evaluation from a non-educational agency or an individual, such as a doctor, written consent for the release of information shall be obtained from the parent/adult student.

See Chapter 4 and Chapter 11 for more information.

**D. Evaluation and Eligibility Determination** (completed by evaluation team)

After receiving consent, the evaluation team shall schedule assessments and ensure they are conducted. The evaluation must be sufficiently comprehensive to identify all of the child's special education and related-services needs. Next, the evaluation team reviews the assessment data, the response to general education targeted interventions, and parent/adult student input and recommendations to determine whether the student is eligible for special education services. Then the evaluation team compiles an *Eligibility Report* using data collected from individual assessments and provides the parent/adult student with a copy of the report. The eligibility report shall address, to the extent required, the general education classroom, targeted interventions previously employed and the student's response to those interventions.

For children transferring from the Infant Toddler Program (ITP), eligibility shall be determined and an IEP developed or IFSP adopted by the child's third (3<sup>rd</sup>) birthday. See Chapter 5 for guidance on expectations. If a child turns three (3) during the summer, and the child does not require Extended School Year (ESY) services, special education and related services may begin in the new school year.

For children ages three (3) through twenty-one (21), the time between receiving consent for initial assessment and determining eligibility cannot exceed sixty (60) calendar days, excluding periods when regular school is not in session for five (5) or more consecutive school days ([IDAPA 08.02.03.109.03](#)), with the exception of ITP referrals which must be completed by the child's third (3<sup>rd</sup>) birthday. The parent and district may agree, in writing, to extend the sixty (60) day period. See Chapter 4 for guidance on timeline exceptions.

If the student is not eligible, the district shall provide written notice to the parent/adult student that the evaluation data does not indicate eligibility under the IDEA even though the parent is a



member of the team that determines eligibility. The district shall maintain documentation in permanent records.

If the parent/adult student disagrees with the district's evaluation and/or the eligibility determination, he or she has the right to request SDE mediation, file a due process hearing challenging the decision, or seek an independent educational evaluation (IEE). See Chapter 11 for more information.

**E. IEP Development and Implementation** (completed by IEP team)

The following activities are included in the development and implementation of the IEP:

1. Conduct an IEP team meeting to develop and implement an IEP within thirty (30) calendar days of a determination that the student is eligible for special education and related services. For eligible students, the IEP can be developed at the same meeting at which eligibility is determined if all required IEP team members are present and agree to proceed.
2. After determining goals and services, determine the placement in the LRE in which the IEP can be implemented. For those goals that are aligned to the alternate academic achievement standards, objectives and benchmarks/~~objectives~~ shall be written.
3. Obtain documentation indicating participation in the IEP team meeting.
4. Obtain consent from the parent/adult student for initial provision of special education services.
5. Provide copies of the IEP to the parent/adult student and other participants, as appropriate.
6. Provide written notice to the parent/adult student before implementing the IEP if the provision of FAPE or the educational placement is proposed to change or if the team refused to make a change based on the parent's request.
7. Make arrangements for IEP services by informing staff of their specific responsibilities under the IEP.
8. Implement the IEP as soon as possible, but no later than within thirty (30) days of eligibility. (See Chapter 4 for guidance on timeline exceptions.)
9. Provide the parent/adult student with periodic reports of the student's progress towards IEP goals (such as quarterly or other periodic reports, concurrent with the issuance of report cards).

See Chapter 5 for more information on IEP development.

**F. Review and Revision of IEP and Placement Decision** (completed by IEP team)

1. Send the parent/adult student a *Procedural Safeguards Notice* with an invitation to attend an IEP team meeting (required at least once annually).
2. Convene an IEP team meeting under these circumstances:
  - a. when changes in the IEP are requested or if the student is not making progress. In addition, the IDEA allows changes to the IEP without an IEP team meeting between the annual review dates if the district and parent agree; and
  - b. at least annually to develop a new IEP
3. Provide a copy of the revised IEP to the parent and the adult student when an IEP is amended or rewritten. In addition, written notice is required if the district is proposing to change or refusing to change the educational placement or the provision of FAPE.
4. Under Idaho regulations, the parent/adult student has the right to file a written objection to an IEP program change or placement change. If, within ten (10) calendar days of receiving written notice from the district, the parent/adult student files a written objection, the district shall not implement the change(s) to which the parent/adult student objects. See Chapter 11 for more information.

See Chapter 5 for more information on IEP reviews.

**G. Reevaluation** (completed by evaluation team)

Reevaluations are conducted by the evaluation team. A reevaluation shall be completed as follows: (a) at least every three years, (b) when requested by the student's teacher or the parent/adult student, and (c) whenever conditions warrant. Approximately one month before conducting the reevaluation, the district shall inform the parent/adult student that a reevaluation is due. The parent/adult student and district may agree in writing that a three-year reevaluation is not necessary. In addition, a reevaluation need not be conducted more than once per year unless the district and the parents agree.

The evaluation team shall include the following activities in the reevaluation process:

1. Invite the parent/adult student to participate in the review of existing data and to determine what additional data, if any, is needed as part of the reevaluation. Unless the parent/adult student requests that the evaluation team members meet as a group in a formal meeting, data can be gathered from individual team members at various times using a variety of methods.
2. Obtain written consent from the parent/adult student if additional assessments shall

be conducted. After gaining consent, ensure the completion of assessments and eligibility reports. The IDEA does not require consent for a reevaluation if the district has made documented attempts to get consent and the parent has not responded.

3. If the evaluation team determines that additional assessments are not needed, provide written notice to the parent/adult student of this decision and of the parent's/adult student's right to request assessments.
4. Prepare an *Eligibility Report* that details the eligibility requirements for the student, even when no new assessments are conducted. The report shall address each required eligibility component.
5. Provide the parent/adult student with a copy of the *Eligibility Report*.

Determine whether revisions to the IEP are necessary and implement an IEP, if the student continues to be eligible. If the student is not eligible, follow procedures to discontinue services.

See Chapter 4 for more information on reevaluation.

#### **H. Discontinuation of Services**

Provide prior written notice to the parent/adult student informing them of the discontinuation of services when:

1. The evaluation team determines the student no longer meets eligibility requirements for special education services; or
2. The student meets the district and State requirements that apply to all students for receipt of a regular high school diploma; or
3. The student completes the semester in which he or she reaches the age of twenty-one (21) years.
4. Parent/adult student revokes consent for special education services.

When a student exits from special education as a result of graduating or aging out, the district shall provide the student with a summary of his or her academic achievement and functional performance, along with recommendations on how to assist the student in meeting postsecondary goals.

See Chapter 7 for more information on the discontinuation of services.

Chart

~~General Education Interventions (completed by problem-solving team)~~

- ~~■ Team considers components of the three-tiered model of Response to Intervention.~~
- ~~■ Problem solve, plan and implement interventions and accommodations; document results.~~

~~Special Education Activities~~

~~A. Child Find Activities~~

~~B. Referral to Consider a Special Education Evaluation (completed by problem-solving team and evaluation team) or the parent/adult student~~

- ~~■ Problem-solving team submits a formal referral to consider special education evaluation.~~
- ~~■ Provide the parent/adult student with a *Procedural Safeguards Notice*. (required)~~
- ~~■ Seek parent/adult student input and afford opportunity for a meeting.~~
- ~~■ Evaluation team decides whether to conduct further assessments.~~

~~C. Written Notice and Consent (completed by the evaluation team)~~

- ~~■ Provide written notice to the parent/adult student.~~
- ~~■ Seek consent from the parent/adult student for assessments.~~
- ~~■ Receive written consent for assessment from the parent/adult student.~~

~~— Evaluation and Eligibility Determination (completed by evaluation team)~~

- ~~■ Schedule and conduct assessments.~~
- ~~■ Review assessment information with parent/adult student. Determine eligibility and complete the *Eligibility Report*. (Meeting with the entire team is a parent/adult student option.)~~
- ~~■ Provide the parent/adult student with a copy of the *Eligibility Report*.~~

~~D. IEP Development and Implementation (completed by IEP team)~~

- ~~■ Invite the parent/adult student to the IEP team meeting.~~
- ~~■ Provide a *Procedural Safeguards Notice* to the parent/adult student. (at least once annually)~~
- ~~■ Develop IEP and determine placement in LRE.~~
- ~~■ Provide a copy of the IEP with written notice to the parent/adult student.~~
- ~~■ Receive consent for initial provision of special education services from the parent/adult student.~~
- ~~■ Implement IEP.~~

~~D. Review/Revision of IEP and Placement Decision (completed by IEP team)~~

- ~~■ Provide a *Procedural Safeguards Notice* to the parent/adult student if applicable.~~
- ~~■ Invite the parent/adult student to the IEP team meeting.~~
- ~~■ Review the IEP, and determine placement annually.~~
- ~~■ Provide a copy of IEP with written notice to the parent/adult student.~~

~~D. **Reevaluation** (completed by evaluation team)~~

- ~~■ Inform the parent/adult student that reevaluation is due.~~
- ~~■ Provide a *Procedural Safeguards Notice* to the parent/adult student if applicable.~~
- ~~■ Seek parent/adult student input on reevaluation and afford opportunity to request a meeting.~~
- ~~■ Receive consent from the parent/adult student for assessments if planning to assess~~  
~~**OR**~~
- ~~■ Provide the parent/adult student with written notice that no further assessments shall be conducted if the evaluation team determines that existing information is adequate. Inform parent/adult student of his or her right to request additional assessments.~~
- ~~■ Schedule and conduct assessments.~~
- ~~■ Review assessment information with parent/adult student. Determine eligibility and~~

~~complete the *Eligibility Report*. (Meeting with the entire team is a parent/adult student option.)~~

- ~~■ Provide the parent/adult student with a copy of the *Eligibility Report*.~~

~~Go to steps in Box F or Box H.~~

~~E. Discontinuation of Services~~

- ~~■ Provide written notice to the parent/adult student before discontinuing special education services.~~

~~Upon graduation provide a summary of performance to the parent/adult student.~~

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## CHAPTER 2: FREE APPROPRIATE PUBLIC EDUCATION

The district (local education agency) is required to ensure that a free appropriate public education (FAPE) is available to residents, homeless individuals and individuals from migrant families ages three (3) to twenty-one (21) in the district and who are eligible for special education. FAPE is individually determined for each student with a disability. FAPE *must* include special education in the least restrictive environment (LRE) and *may* include related services, transition services, supplementary aids and services, and/or assistive technology devices and services. A definition of each of these terms can be found in the glossary.

### Section 1. Definition of a Free Appropriate Public Education (FAPE)

The definition of FAPE under the IDEA means special education and related services that:

1. are provided at public expense (free);
2. are provided in conformity with an appropriately developed individualized education program, or IEP (appropriate);
3. are provided under public supervision and direction (public); and
4. include an appropriate preschool, elementary, and secondary education that meets the education standards, regulations, and administrative policies and procedures issued by the State Department of Education (education).

### Section 2. Provision of FAPE

#### A. District Obligation

The district is required to ensure that FAPE is available to students in the district who are eligible for special education. This includes students who reside in group, personal care, or foster homes, as well as institutions, if their legal guardian is a resident of Idaho, even though the guardian may reside in another Idaho school district. It also includes students who are migratory or homeless as defined by the McKinney-Vento Homeless Act (see Glossary). If a student from another state is placed in Idaho by an out-of-state agency, parent, or district, the placing district, parent, or agency is responsible for the educational costs. If a student is placed in a district by an Idaho agency, the student is entitled to FAPE and the responsible agency is determined ~~upon~~ by Idaho Code regarding the specific situation.

The district is obligated to make FAPE available to each eligible student in the district as follows:

1. The district shall provide FAPE to an individual who is at least three (3) years old and

who qualifies for special education services unless the parent/adult student has refused special education services. Students aged three (3) to five (5) must have their special education services identified on an IEP since Idaho does not have state-funded preschool programs.

2. The district shall offer FAPE to parentally placed private school students in accordance to statutory and regulatory language, which states that parentally placed private school students with disabilities do not have an individual right to some or all of the special education and related services that the student would receive if enrolled in a public school.
3. A free appropriate public education shall be available to any individual child with a disability who needs special education and related services, even though the child has not failed or been retained in a course, and is advancing from grade to grade.

Note: Participation in Comprehensive Early Intervening Services neither limits nor creates a right to FAPE.

#### **B. Limit to District Obligation**

1. A student with a disability who has been placed in a private school or facility by the parent does not have an individual right to receive all or part of the special education and related services that the child would receive if enrolled in a public school. However the district would have Child Find responsibilities. See Chapter 9 for more information.
2. Students who are homeschooled are considered nonpublic students for the purpose of dual enrollment, however a student being homeschooled is not considered a private school student. Students who are dually enrolled in a school district's general education program may be considered for a Section 504 plan if needed to provide supports and/or accommodations for those general education courses ~~for~~in which they are enrolled. A student who is enrolled in a virtual public school is not considered a homeschooled student for the duration that they attend that virtual public school.

Homeschool students who are dually enrolled are considered to be nonpublic school students. The district shall allow homeschool students who are eligible for special education and who are otherwise qualified to participate in school programs under the dual enrollment law to:

1. enroll in general education courses under the same criteria and conditions as students without disabilities; and
2. receive accommodations in the general education courses for which they are enrolled on a Section 504 plan, if needed.

Homeschool students may not dually enroll solely for special education and/or related services. The dual enrollment statute does not establish an entitlement to FAPE for a student with a

disability. This means that there is no individual right to receive some or all special education services that the student would receive if enrolled in public school.

### C. When District Obligation to Provide FAPE Ends

The District's obligation to provide FAPE to a student ends:

1. at the completion of the semester in which the student turns twenty-one (21) years old;
2. when the student meets the district requirements and the Idaho Content Standards that apply to all students for receipt of a ~~regular~~ high school diploma; a ~~regular~~ high school diploma does not include an alternative degree that is not fully aligned with the Idaho Content Standards ~~or Idaho Core Standards~~, such as a ~~certificate or a~~ general educational development credential (GED);
3. when the student no longer meets the eligibility criteria for special education services, as determined by the team after a reevaluation; or
4. when a parent/adult student has revoked consent for the continued provision of special education services.

### D. Temporary Suspension of FAPE

The district is not required to provide FAPE to an eligible student during the suspension of ten (10) cumulative school days or less during a school year (unless the district provides services to students who are not disabled who are also suspended); however, FAPE must be provided following this ten (10) day exception.

## Section 3. FAPE Considerations

### A. Case Law Interpretations of FAPE

~~The courts have further defined the term~~ The definition of-FAPE has been further developed as a result of ~~lawsuits~~ litigation between parents and districts.

In 1982, the United States Supreme Court ~~ruled in the case of~~ Board of Education of the Hendrick Hudson Central School District, et al. v. Rowley, et al. ~~This landmark case set a standard for FAPE that is commonly referred to as the Rowley Standard. The Rowley decision defines~~ defined FAPE as ~~including these two components:~~

1. an IEP developed in adequate compliance with the IDEA procedures; and
2. an IEP reasonably calculated to enable the student to receive educational benefit (the Rowley Standard).

~~The Rowley decision also states that, if a student is being educated in the general education classroom, the IEP should be reasonably calculated to enable the student to achieve passing marks and advance from grade to grade, although passing grades are not determinative that FAPE has been provided.~~

In March 2017, the Court in Endrew F. v. Douglas County School District applies the Rowley Standard, indicating that a school must offer an IEP that is specially designed and reasonably calculated to enable a child to “make progress appropriate in light of the child’s circumstances”, emphasizing the unique needs of the child. The educational program offered “must be appropriately ambitious in light” of [Endrew F’s] unique circumstances just as advancement from grade to grade is appropriately ambitious for most students in a regular classroom. They may differ [comparing Amy Rowley to Endrew F] but every child should have a chance to meet challenging objectives.

The Court expresses its confidence that school authorities will “be able to offer a cogent and responsive explanation for their decision”, demonstrating that the IEP is reasonable calculated to enable the student to make progress in light of the student’s individual circumstances.

## **B. Applicability to Charter and Alternative Schools**

Federal law requires the district to provide students with disabilities educational choices comparable to those choices offered to students without disabilities. These choices include the opportunity to attend a public charter school or alternative public school. Students enrolled in public charter and alternative schools are entitled to FAPE and retain all the rights and protections that are available under the IDEA.

## **C. Applicability to Detained Youth**

Students with disabilities or suspected disabilities who are detained in city or county jails, juvenile detention centers, juvenile correctional facilities, or in Idaho prisons are entitled to FAPE.

### **1. Services to Youth Detained in City or County Jails**

The district in which the facility is located has the responsibility for Child Find and the provision of FAPE to eligible youth.

### **2. Services to Youth Detained in Juvenile Detention Centers (JDC)**

The district in which the facility is located has the responsibility for the provision of FAPE to eligible youth. Typically, detention in a JDC is short term, and the student most likely returns to his or her home district. If a district has a student who is detained in a JDC not located within the district boundaries, the district may find it beneficial to coordinate school assignments through the JDC’s education staff while the student is in the facility.

3. Services to Youth Placed in the Custody of the Department of Juvenile Corrections (DJC)

When a student is placed in the custody of the Department of Juvenile Corrections, the responsibility for the provision of FAPE resides with the Department of Juvenile Corrections.

4. Services to Youth in the Custody of the Department of Correction (DOC)

When a student is placed in the custody of the Department of Correction, the responsibility for the provision of FAPE resides with the Department of Correction through an agreement between the SDE and the Department of Correction.

**D. Using Public and Private Insurance Funds to Provide FAPE**

If a student is covered by a parent's private or public insurance or benefits, the district may access this insurance only if the parent provides informed consent. The consent requirements are different for accessing a parent's private insurance as opposed to public insurance (such as Medicaid).

If a district ~~proposing~~ proposes to access a parent's public insurance to cover any of the costs associated with the provision of special education and/or related services, the district must do the following:

1. Provide written notification regarding use of public benefits or insurance to the child's parents before accessing the child's or the parent's public benefits or insurance for the first time and prior to obtaining the one-time parental consent and annually thereafter. The written notification must explain all of the protections available to parents to ensure that parents are fully informed of their rights before a public agency can access their or their child's public benefits or insurance to pay for services under the IDEA. The notice must include a statement that the refusal to provide consent or the withdrawal of consent will not relieve the district's responsibility to ensure that all the required IEP services are provided at no cost to the parent. The notice must be written in language understandable to the general public and in the native language of the parent or other mode of communication used by the parent unless it is clearly not feasible to do so.
2. Obtain a one-time written consent from the parent after providing the written notification regarding use of public benefits or insurance before accessing the child's or the parent's public benefits or insurance for the first time. This consent must specify (a) the personally identifiable information that may be disclosed (e.g., records or information about the services that may be provided to a particular child); (b) the purpose of the disclosure (e.g., billing for services); and (c) the agency to which the disclosure may be made (e.g., Medicaid). The consent also must specify that the parent understands and agrees that the public agency may access the child's or parent's public benefits or insurance to pay for services. Such consent may be withdrawn at any time by the parent.

3. If the child on an IEP moves into a new district, the new district responsible for providing a FAPE must provide the parents with written ~~notice~~notification regarding use of public benefits or insurance and must obtain consent before accessing the child's or parent's public insurance.

If a district is proposing to access a parent's private insurance to cover any of the costs associated with the provision of special education and/or related services, the district must get parental consent each time the district proposes to access private insurance.

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## CHAPTER 3: CHILD FIND

The Child Find system involves three basic ~~steps~~components leading to the determination of whether or not a student has a disability and requires special education. The ~~steps~~components are location, identification, and evaluation. This chapter describes location and identification activities. The evaluation process is covered in Chapter 4.

### Section 1. District Responsibility

The district is responsible for establishing and implementing an ongoing Child Find system to locate, identify, and evaluate students suspected of having disabilities, ages three (3) through the semester during which they turn twenty-one (21), who may need special education, regardless of the severity of the disabilities. The district is also responsible for coordinating with the Department of Health and Welfare (DHW) regarding the Child Find system for children ages birth through two (2) years. The district may appoint an individual to coordinate the development, revision, implementation, and documentation of the Child Find system.

The Child Find system shall include all students within the district's geographic boundaries including students who are:

1. enrolled in the district, however this would not include a student who is placed in that public school by another district;
2. enrolled in charter and alternative schools;
3. enrolled in homeschool;
4. enrolled in parentally placed private elementary and secondary schools (including religious schools) located in the district; including out-of-state parentally-placed private school children with disabilities;
5. not enrolled in elementary or secondary school, including resident children ages three (3) through five (5);
6. advancing from grade to grade;
7. highly mobile students (such as migrant and homeless as defined by the McKinney Vento Homeless Act [see Glossary]); and
8. wards of the state.

## Section 2. Locating Students

Locating students who may have disabilities involves coordinating with other agencies and promoting public awareness.

### A. Coordination

For infants and toddlers, birth through two (2) years of age, Child Find is provided by the Idaho Infant/ Toddler Program (ITP). Although lead responsibility for the ITP has been designated to the DHW, interagency agreements provide for collaboration and coordination. The district shall use local interagency agreements for efficient use of resources and ease of service accessibility for students and families.

### B. Public Awareness

The district shall take and document the necessary steps to ensure that district staff and the general public are informed of the following:

1. the availability of special education services;
2. a student's right to a free appropriate public education (FAPE);
3. confidentiality protections; and
4. the referral process.

This information may be provided through a variety of methods such as distributing brochures or flyers, including information in school or district publications, disseminating articles and announcements to newspapers, arranging for radio and television messages and appearances, speaking at faculty meetings or district in-services, and making presentations.

## Section 3. Identification

The identification component of Child Find includes screening, early intervening through a problem-solving process, and referral to consider a special education evaluation. The procedural rights under the IDEA are afforded when the student is referred for a special education evaluation by the parent/adult student or the district.

### A. Screening

Screening is an informal, although organized process, of identifying students who are not meeting or who may not be meeting Idaho Content Standards, ~~Idaho Core Standards~~, or Idaho Early Learning Guidelines (eGuidelines). A variety of methods may be used to screen students, including performance on statewide assessments, curriculum-based measures, daily work in the

classroom, teacher observations, hearing and vision screeners, developmental milestones, and/or kindergarten readiness measures.

Screening for instructional purposes is not an evaluation. The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation shall not be considered to be an evaluation for eligibility for special education and related services.

Although screening is an important part of the Child Find system, screening cannot be used to delay processing a referral to consider a special education evaluation where immediate action is warranted.

#### **B. General Education Intervention (Comprehensive Early Intervening Services)**

Under the Local Education Agency (LEA) funding option, early intervening services are services for K-12 students who need additional academic and behavioral support to succeed in the *general education environment*. When a school's screening process reveals that a student or groups of students are at risk of not meeting the Idaho Content Standards ~~or Idaho Core Standards~~, the general education problem-solving team shall consider the students' need for "supported" instructional and/or behavioral interventions in order to help the students succeed. These interventions are referred to as early intervening services or general education interventions, accommodations, and strategies. It is important to remember that students who receive early intervening services are not currently identified as needing special education or related services and do not have a right to a free appropriate public education. Therefore, the IDEA procedural safeguards are not applicable at this time.

Districts shall implement comprehensive coordinated services and activities that involve providing educational and behavioral evaluations, services, and supports. These services may also include professional development for teachers and other staff to enable them to deliver scientifically based academic and behavioral interventions, including scientifically based literacy instruction, and where appropriate, instruction on the use of adaptive and instructional software. Comprehensive Early Intervening Services (CEIS) should be based on whole-school approaches such as; the three-tiered model, scientifically based curriculum and instruction, positive behavior supports, and a response to intervention system.

If a district chooses to use up to 15% of IDEA Part B funds for CEIS for students in K-12 who are not currently identified as needing special education, but who need additional support in the general education environment, additional requirements may apply that will affect maintenance of effort. In addition, if IDEA Part B funds are used, the district must annually report to the SDE:

1. The number of children receiving CEIS; and
2. The number of children who received CEIS and subsequently received special education services during the preceding two year period.

If a district is found to have a significant disproportionate representation in special education, there are additional requirements for use of funds in CEIS. Please see Chapter 10 for more information on CEIS.

**C. General Education Problem Solving**

**1. Establishing a Problem-Solving Team**

The district shall establish a problem-solving team and a process to plan accommodations and interventions in general education and to ensure that referrals to consider a special education evaluation are appropriate. Team membership is established by the school or the district and would likely involve general educators and administrators, and could include counselors, specialists, and special education personnel. While parent/adult student involvement is valuable and encouraged, the district is not required to include the parent/adult student on the team.

When problem solving involves a child three to five (3-5) years of age, the team should seek input from family members, child care programs, private preschools, or Head Start Programs, as appropriate. An early childhood problem-solving process needs to consider early childhood environments and the preschool student's need for supported instructional interventions in order for the student to participate in appropriate activities. IDEA Part B funds cannot be used to provide CEIS to preschoolers.

**2. Referrals to the Problem-Solving Team**

Referrals to the problem-solving team may come from a variety of sources including parents, students, other family members, public or private school personnel, agencies, screening programs, or as a result of annual public notice.

Referrals may be made for a variety of reasons dealing with academic and behavioral concerns and may involve, but are not limited to, teaching strategies, material accommodations, social skills training, cooperative learning concepts, classroom organization, and scheduling.

**3. Interventions**

- a. Interventions in general education or an early childhood environment shall be attempted before a student is referred to an evaluation team, unless the student's performance indicates an evaluation is warranted or a parent makes a request for a referral for a special education evaluation.
- b. Interventions shall be of sufficient scope and duration to determine the effects on the student's educational performance and should be clearly documented.
- c. Documentation of the success or failure of accommodations and interventions shall be reviewed and discussed by the problem-solving team.

#### 4. Problem-Solving Team Decisions Following General Education Intervention

Based on a review of data and information presented by the referring party and others, the team has several decision options. In the case of a preschool student, data and information shall be gathered and reviewed from such settings as child care programs, private preschools, Head Start Programs, or the home. Following an intervention, the problem-solving team shall review progress monitoring data from the intervention and other relevant information to determine what action is warranted. The team considers a variety of options, including whether to:

- a. continue the general education intervention because the student is making adequate progress but needs more time to reach goals;
- b. continue the intervention in a modified form;
- c. explore services or programs outside of special education (such as Title I of the Elementary and Secondary Education Act, including English language programs; Section 504 accommodations; counseling); or
- d. make a referral to consider a special education evaluation.

Although problem-solving activities are an important part of the system, they cannot be used to delay processing a referral for consideration of a special education evaluation where immediate action is warranted. Either a parent or a public agency may initiate a request for an initial evaluation. If a parent initiates a referral for a special education evaluation, the evaluation cannot be delayed or denied due to the child not completing the general education intervention process.

### Section 4. Referral to Consider a Special Education Evaluation

#### A. Evaluation Team

The evaluation team is the group of people established by the IDEA that has the responsibility for making decisions regarding evaluation, assessments, and eligibility. The composition of the evaluation team will vary depending on the nature of the student's suspected disability and other relevant factors. The evaluation team shall include the same membership (although not necessarily the same individuals) as the IEP team and other professionals as needed to ensure that appropriate, informed decisions are made.

Unlike an IEP team, an evaluation team has the flexibility of conducting business with or without a meeting. The case manager can gather input from evaluation team members in a variety of ways. The parent/adult student shall be included in the evaluation team and shall be given the opportunity to indicate whether he or she wishes the team to hold a meeting with all members attending.



**B. Referrals to Consider Special Education**

The procedure for handling referrals to consider a special education evaluation for students suspected of having a disability includes the following:

1. Unless immediate action is warranted and documented, a referral to consider a special education evaluation is sent to the evaluation team *after* the problem-solving team has determined:
  - a. the student's response to research-based interventions in general education (or age-appropriate activities for preschool) has not resulted in adequate progress; and
  - b. language and cultural issues are not the main source of the student's academic or behavioral discrepancy from peers.
2. A Referral to Consider a Special Education Evaluation/Reevaluation form shall be completed.
3. Procedural safeguards are activated when a referral is made to consider a special education evaluation. If the referral came from someone other than the parent/adult student (see Glossary) the parent/adult student shall be notified. In either case, the parent/adult student shall be provided with a copy of the *Procedural Safeguards Notice*. At the same time, the parent/adult student shall be afforded an opportunity to provide input regarding the need for and scope of the initial evaluation, including the opportunity to hold a meeting if desired.
4. The evaluation team (including the parent/adult student) reviews all available records, including family and health history, past school experiences, the results of general education interventions, and previous assessments and evaluations. The evaluation team shall decide what additional assessments, if any, are needed. This review and determination process can take place at a face-to-face meeting of the evaluation team or through an alternate format, unless the parent/adult student desires that a meeting be held.
  - a. If the evaluation team determines that an evaluation is warranted, written notice shall be provided to the parent/adult student describing the proposed evaluation and written consent shall be obtained from the parent/adult student.
  - b. If the evaluation team determines that an evaluation is not warranted at this time, the team should seek other avenues for services to meet the student's needs. The person initiating the referral, if other than the parent/adult student, may be informed as to why the evaluation is not being conducted. Written notice of the district's refusal to evaluate a student for special education services shall be provided to the parent/adult student when he or she makes a referral

for a special education evaluation and the district determines that the evaluation is not warranted.

Note: Districts are prohibited from requiring that a student obtain a prescription for a substance covered by the Controlled Substances Act as a condition of attending school, receiving an evaluation, or receiving services under the IDEA.

See Chapter 4 for more information on evaluation and eligibility.

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## CHAPTER 4: EVALUATION AND ELIGIBILITY

Chapter 3 discusses Child Find procedures used to locate and identify students with suspected disabilities. This chapter contains the requirements for the special education evaluation and eligibility process, from referral to consider special education through to the determination of eligibility. The Idaho State Department of Education has provided State Eligibility Criteria for special education services for eligibility consistent with the IDEA for districts to use while determining eligibility.

### Section 1. Evaluation Team

The evaluation team is a group of people outlined by IDEA with the responsibility to make decisions regarding evaluation, assessments, and eligibility. This team includes the same membership as the individualized education program (IEP) team (although not necessarily the same individuals) and other qualified professionals as needed to ensure that appropriate and informed decisions are made. The specific composition of the evaluation team reviewing existing data will vary depending upon the nature of the student's suspected disability and other relevant factors. The parent/adult student is a member of the evaluation team and shall be provided an opportunity to provide input and participate in making team decisions. The evaluation team may conduct its review without a meeting unless the parent/adult student requests that a meeting be held.

Additional Membership Requirements:

The determination of whether a student suspected of having a *specific learning disability* shall be made by the student's parents and a team of qualified professionals, which shall include:

1. The student's regular teacher; or if the child does not have a regular teacher, a regular classroom teacher qualified to teach a child of his or her age; and
2. A school psychologist is a required member of the team. When considering oral expression and listening comprehension, a speech language pathologist is a required member who may collaborate with or replace the school psychologist as the professional required to conduct and interpret evaluative examinations

### Section 2. Purpose of an Evaluation

The purpose of the evaluation process is to determine the eligibility of a student for special education services. This pertains to both initial determination and three year review of eligibility, or re-evaluation. It is also a process for gathering important information about a student's strengths and service needs. An evaluation process shall include a variety of assessment tools and strategies to gather relevant functional, developmental, and academic

information about the student, including information provided by the parent.

## A. Definitions

Although the terms “evaluation” and “assessment” are often interchanged, there are significant differences between the meanings of the two terms. In an effort to clarify, the terms are defined as follows:

1. Evaluation refers to procedures used to determine whether a child has a disability and the nature and extent of the special education and related services that the child needs. The screening of a student by a teacher or specialist to determine appropriate *instructional* strategies for curriculum implementation shall not be considered to be an evaluation for eligibility for special education and related services.
2. Assessment is integral to the evaluation process and includes the formal and informal processes of systematically observing, gathering, and recording credible information to help answer evaluation questions and make decisions. A test is one method of obtaining credible information within the assessment process. Tests may be standardized or non-standardized, criterion-referenced (e.g. curriculum-based measures) or norm-referenced, and usually elicit responses from students to situations, questions, or problems to be solved. Assessment data may also include observations, interviews, medical reports, data regarding the effects of general education accommodations and interventions, and other formal or informal data.

## B. Evaluation Components

The district shall conduct a full and individual initial evaluation before the provision of special education and related services are provided to a student suspected of having a disability. A parent or a public agency may initiate a request for an initial evaluation to determine eligibility.

To be eligible for services under the IDEA, a student must have a disability that:

1. meets the Idaho state disability criteria;
2. adversely affects educational performance; and
3. results in the need for specially designed instruction and related services.

In addition, the information from the evaluation can be used to consider the following:

1. the nature and extent of special education and related services needed by the student in order to participate and progress in the general education curriculum or curriculum aligned to the Idaho Content Standards, ~~Idaho Core Standards~~, or the Idaho Early Learning Guidelines (eGuidelines); and
2. the least restrictive environment (LRE) for the student.

The above information also pertains to evaluations for determining Part B eligibility for children transitioning from the Infant/Toddler Program (ITP).

### Section 3. Written Notice and Consent for Assessment

Written notice shall be provided and informed consent shall be obtained before assessments are administered to a student as part of an evaluation.

#### A. Written Notice Requirements

Written notice shall be provided to the parent/adult student within a reasonable time before the district proposes to initiate the evaluation or re-evaluation of a student. Written notice shall be in words understandable to the general public. It shall be provided in the native language or other mode of communication normally used by a parent/adult student unless it is clearly not feasible to do so.

If the native language or other mode of communication is not a written language, the district shall take steps to ensure the following:

1. the notice is translated orally or by other means in the native language or other mode of communication;
2. the parent/adult student understands the content of the notice; and
3. there is written evidence that the above two requirements have been met.

The written notice shall include the following:

1. a description of the evaluation or reevaluation proposed or refused by the district;
2. an explanation of why the district proposes to evaluate or reevaluate the student;
3. a description of any other options the district considered and the reasons why those options were rejected;
4. a description of each assessment procedure, test, record, or report that the district used as a basis for the proposed or refused evaluation or reevaluation;
5. a description of any other factors relevant to the evaluation or reevaluation;
6. a statement that the parent/adult student has special education rights and how to obtain a copy of the *Procedural Safeguards Notice* (Note: If this is the initial evaluation, the parents should get a copy of the procedural safeguards with the initial notice of the special education evaluation); and



7. sources for parents to contact in obtaining assistance in understanding the *Procedural Safeguards Notice*.

Written notice shall be provided to the parent/adult student within a reasonable time in the following instances:

1. to conduct any additional assessments and review initial information as part of the initial evaluation or reevaluation;
2. to explain refusal to initiate assessment; and
3. when the evaluation team determines that additional assessments are not required

See Chapter 11 for more information on written notice.

## **B. Consent Requirements**

1. Definition of Consent: Consent means that the parent/adult student:
  - a. has been fully informed in his or her native language or other mode of communication of all information relevant to the assessment for which consent is sought;
  - b. understands and agrees in writing (as indicated by signature) to the activities described; and
  - c. understands that granting of consent is voluntary and may be revoked in writing at any time *before* the assessment is completed. However, once the assessment has been completed, revocation of consent cannot be used to have the assessment disregarded.
2. Consent for initial evaluation
  - a. Informed written consent shall be obtained from the parent/adult student before the district conducts assessments as a part of an initial evaluation of the student to determine if he or she qualifies as a child with a disability;
  - b. Parental consent for initial evaluation should not be construed as consent for initial provision of special education and related services;
  - c. The school district shall make reasonable documented efforts to obtain the informed consent from the parent for an initial evaluation to determine whether the child has a disability and to identify the educational needs of the child. If a parent refuses consent, the district does not violate its obligation to provide FAPE if it declines to pursue the evaluation. If the parent does not provide consent, the district may offer an SDE facilitated meeting, mediation, or request

a due process hearing to challenge the decision.

- d. If the child is a ward of the State and is not residing with the child's parent, the district is not required to obtain informed consent from the parent for an initial evaluation to determine eligibility if:
  - 1) despite reasonable efforts to do so, the district cannot locate the parent;
  - 2) the rights of the parents of the child have been terminated in accordance with Idaho law; or
  - 3) the rights of the parent to make educational decisions have been subrogated by a judge in accordance with Idaho law and consent for initial evaluation has been given by an individual appointed by the judge to represent the child.
- e. If a district is using any data gathered during general education interventions for a student suspected of being a student with a disability, and that data may be used for a later eligibility determination, the district shall promptly request consent to evaluate the student.

**C. Consent for Reevaluation**

- 1. Written consent shall be sought for reevaluation that requires new assessments. Reevaluation consisting solely of review of existing data does not require written consent.
- 2. Informed parental consent for a reevaluation need not be obtained if the public agency can demonstrate through documentation that it made reasonable efforts to obtain consent and the child's parent has failed to respond.

**D. When Consent Is Not Required**

Parental consent is *not* required for:

- 1. the review of existing data as part of an evaluation or reevaluation;
- 2. the administration of a test or other assessment that is administered to all students, unless consent is required of parents of all students;
- 3. teacher or related service provider observations, ongoing classroom evaluations, or criterion-referenced tests that are used to determine the student's progress toward achieving goals on the IEP; and
- 4. screening by a teacher or specialist to determine appropriate instructional strategies for

curriculum implementation, which may include group or individual curriculum-based or norm-referenced measures.

**E. Refusing Consent or Failure to Respond to a Request for Consent**

1. The parent/adult student can refuse consent for assessment(s).
2. For an initial evaluation, if consent is refused or the parent/adult student fails to respond, the student cannot be assessed. However, the district may request SDE facilitation, mediation, or a due process hearing. If the mediation results in consent to assess, or if a hearing officer's decision indicates that assessment is appropriate and there is no appeal, then the student may be assessed. However, the district does not violate its obligations to provide FAPE if it declines to pursue the evaluation. Consent for the initial evaluation shall not be construed as consent for the initial provision of special education services should the student be deemed eligible.
3. If a parent of a child who is homeschooled or placed in a private school by the parents at their own expense does not provide consent for initial evaluation or reevaluation, or the parent fails to respond to a request to provide consent, the district may not use SDE mediation or due process procedures in order to gain consent and the district is not required to consider the child eligible for services.

Note: A district shall not use a parent's refusal for consent to one service or activity to deny the parent or student any other service, benefit, or activity.

See Chapter 11 for more information on consent and reasonable efforts.

**F. Timeline**

The time between receiving written consent for initial assessment and eligibility determination cannot exceed sixty (60) calendar days, excluding periods when regular school is not in session for five (5) or more consecutive school days. The time between eligibility determination and the development of the IEP cannot exceed thirty (30) calendar days. The implementation of the IEP shall not exceed thirty (30) calendar days from the eligibility determination, unless all parties agree to an extension. For children transferring from ITP, eligibility shall be determined and an IEP developed by the child's third birthday. If a child turns three during the summer, and the child does not require Extended School Year (ESY) services, special education and related services may begin in the new school year.

In unusual circumstances, all parties may agree in writing to an extension of the sixty (60) day period for the purpose of initial assessment. These circumstances may include the following:

1. The child enrolls in a school in another school district after the sixty (60) day timeline began and prior to the determination by the child's eligibility in the previous school district. If the new school district is making sufficient progress in determining eligibility,

the parent and district may agree to a different timeline.

2. The parent repeatedly fails or refuses to produce the student for an evaluation after the district has made reasonable efforts to schedule an evaluation.

#### Section 4. Information from Other Agencies or Districts

Consent for release of information shall be received before the district seeks to obtain information about the student from other agencies, unless otherwise authorized by law. Upon receipt of consent, the case manager will send letters requesting information to individuals or agencies that have relevant information about the student. A copy of the signed consent form for release of information shall be included with the letters and a copy shall be retained in the student's confidential file. Sources of this additional information may include records from health and social service agencies, private preschool programs, legal service agencies, and non-school professionals such as physicians, social workers, and psychologists.

Federal laws and regulations do not require consent for the district to:

1. request information from other districts that the student has attended; or
2. send information to other districts in which the student intends to enroll.

For children transferring from the ITP, eligibility shall be determined and the IEP developed by the date that the child turns three (3) years of age. See Chapter 5 for additional information on collaboration with the ITP throughout the transition process.

#### Section 5. Evaluation and Eligibility Determination Procedures

##### A. Areas to Assess

The student shall be assessed in all areas related to the suspected disability, which includes areas such as functional, developmental, and academic skills needed to participate and progress in the general education curriculum. If needed, qualified personnel shall conduct an individual assessment of assistive technology needs, including a functional evaluation in the individual's customary environment. The evaluation of each student with a suspected disability shall be full and individualized and sufficiently comprehensive to identify all of the student's suspected special education and related service needs whether or not commonly linked to the disability category in which the student may be classified. For youth with IEPs, no later than age sixteen (16), appropriate transition assessments shall be conducted. Beginning with the IEP to be in effect when a student is sixteen (16) years old (or younger if determined appropriate by the IEP team), appropriate transition assessments shall be conducted.

Evaluation teams shall be especially mindful of cultural and linguistic differences during the

evaluation and eligibility process. Caution is advised in the selection of informal or formal assessments that are nonbiased, administration of assessments, interpretation, and application of outcomes in order to appropriately identify culturally or linguistically diverse students for special education services.

**B. Determination of Needed Initial or Reevaluation Data**

As part of an initial evaluation or reevaluation, the evaluation team shall review existing evaluation data regarding the student including:

1. assessments and information provided by the parent/adult student concerning the student;
2. current classroom-based assessments and observations, and/or data regarding the student's response to scientific research-based interventions;
3. observations by teachers and related service providers; and
4. results from statewide and district wide testing.

Based on that review, and input from the parent/adult student, the evaluation team will decide on a case-by-case basis what additional data, if any, are needed to determine:

1. whether the student meets eligibility criteria for special education;
2. the student's present levels of academic and functional performance, including academic achievement and related developmental needs of the student;
3. whether the student needs specially designed instruction; or
4. whether any additions to the special education and related services are needed to enable the student to:
  - a. meet the measurable annual goals set out in the student's IEP; and
  - b. be involved in and progress in the general education curriculum (for preschool students, to participate in appropriate activities).

If the evaluation team determines additional assessments are not required for the purpose of determining whether the student meets eligibility criteria during an initial evaluation or a reevaluation, the district shall provide written notice to the parent/adult student of the decision and the reasons for that decision. The parent/adult student shall also be informed of his or her right to request assessments to determine eligibility and to determine the child's educational needs. The district will provide written notice if a parental request for additional assessment is denied.

**C. Assessment Procedures and Instruments**

The district shall ensure the evaluation or reevaluation meets the following requirements:

1. The child shall be assessed in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status, motor abilities, and transition needs.
2. Assessments and other materials shall be selected and administered so as not to be discriminatory on a racial or cultural basis.
3. Assessments and other materials shall be provided and administered in the student's native language, and in the form most likely to yield accurate information on what the student knows and can do academically, developmentally and functionally unless it is not feasible to provide or administer. Attempts to provide a qualified examiner in the student's native language or mode of communication shall be documented.

In all direct contact with a student, the language normally used by the student in the home or learning environment shall be used. For an individual with blindness or deaf or hard of hearing, or for an individual with no written language, the mode of communication is that which is normally used by the individual (e.g., sign language, Braille, or oral communication).

4. Materials used to assess a student with limited English proficiency shall be selected and administered to ensure that they measure the extent to which the student has a disability and needs special education, rather than solely measuring the student's English language skills.
5. A variety of assessment tools and strategies shall be used to gather relevant academic, developmental and functional information about the student, including information provided by the parent/adult student and information related to enabling the student to be involved in and progress in the general education curriculum (or, for a preschooler, to participate in appropriate activities).
6. Assessments are used for the purposes for which the assessments or measures are valid and reliable.
7. Assessments shall be administered by trained and knowledgeable personnel in accordance with any instructions provided by the producer of the tests.
8. Assessments and other evaluation materials shall include those tailored to assess specific areas of educational need and not merely those that are designed to provide a single general intelligence quotient or standard score.
9. Assessments shall be selected and administered to ensure that if a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately

reflect the student's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (unless those are the factors that the test purports to measure).

10. No single measure or assessment may be used as the sole criterion for determining whether a student is a student with a disability and for determining an appropriate educational program for the student.
11. The district shall use technically sound instruments that may assess the relative contribution of cognitive and behavioral factors in addition to physical or developmental factors.
12. The district shall provide and use assessment tools and strategies that produce relevant information that directly assists persons in determining the educational needs of the student.
13. All services and assessments shall be provided at no expense to the parent/adult student.
14. Assessments of children with disabilities who transfer from one public agency to another public agency in the same school year are coordinated with the child's prior and subsequent schools to ensure prompt completion of the full evaluation.
15. The evaluation shall be full and individualized and sufficiently comprehensive to identify all of the child's special education and related service needs, whether or not commonly linked to the disability category.

**D. Eligibility Determination**

1. Upon completion of the student's initial evaluation or reevaluation, the evaluation team will consider the findings and determine whether the student meets or continues to meet eligibility criteria found in Section 7 of this chapter. The evaluation team will draw upon information from a variety of sources, such as norm-referenced, standardized tests, parent/adult student input, teacher input, physical condition, social or cultural background, adaptive behavior, and functional assessments to interpret evaluation data and determine eligibility.
2. Special Rule for Eligibility Determination

A student cannot be identified as a student with a disability if the primary reason for such a decision is:

- a. lack of appropriate instruction in reading, including the essential components of reading instruction as defined by the Elementary and Secondary Education Act—phonemic awareness, phonics, vocabulary development, reading fluency,

including oral reading skills and reading comprehension strategies;

- b. lack of appropriate instruction in math; or
- c. Limited English Proficiency.

### 3. Related Services

Related services means transportation and such developmental, corrective, and other supportive services as are required to assist a child with a disability to benefit from special education. An IEP team may determine that a student found eligible for special education has a need for a related service. However, if a student with a disability needs only a related service and not special education, then the student is not eligible for the related service, unless it is considered to be special education under State standards, as in the case of speech therapy and language therapy.

## E. The Eligibility Report

The evaluation team shall prepare an Eligibility Report and provide a copy of the report to the parent/adult student.

The Eligibility Report shall include:

1. names and positions of all evaluation team members;
2. information regarding the student's need for specially designed instruction (special education and related services);
3. confirmation and supporting data that the disability is not primarily due to lack of appropriate instruction in reading, including the essential components of reading — phonemic awareness, phonics, vocabulary development, reading fluency, including oral reading skills and reading comprehension strategies or math;
4. information about how the student's disability adversely affects his or her educational performance;
5. all data on the student as required in the State Eligibility Criteria for the area of suspected disability;
6. confirmation and supporting data that the student's learning difficulties are not primarily due to Limited English Proficiency;
7. the date of the eligibility determination;
8. the name and position of all those administering assessments; and



9. in the case of Specific Learning Disability eligibility determination, certification in writing that the report reflects each member's conclusions (agreement), and in the case of team member disagreement with the conclusions, a written statement shall be attached to the eligibility report presenting the dissenting team member's conclusions.

## Section 6. Reevaluation and Continuing Eligibility

### A. Reevaluation Requirements

The district shall ensure that an individual reevaluation of each student with a disability is conducted in accordance with all the required evaluation procedures outlined in this chapter.

A reevaluation:

1. shall occur at least once every three (3) years unless the parent/adult student and the district agree in writing that a three (3) year reevaluation is not necessary. However, an updated Eligibility Report, documenting all eligibility criteria, shall be completed by the reevaluation due date to establish and document continuing eligibility;
2. a reevaluation is not required more than once per year unless the parent/adult student and the district agree otherwise. If the parent makes a request within the year and the district does not agree, the district shall send written notice of refusal.

The district shall ensure a reevaluation is conducted more frequently than every three (3) years if:

1. it is determined that the education or related service needs, including academic achievement and functional performance, of the student warrants a reevaluation; or
2. if the parent/adult student or the student's teacher requests a reevaluation.

### B. Reevaluation Prior to Discontinuation

1. The district shall evaluate a student with a disability before the team determines that the student is no longer eligible for special education.
2. Reevaluation is not required in the following two circumstances:
  - a. before the termination of a child's eligibility due to graduation, if the student meets comparable academic requirements that are equally as rigorous as those required of nondisabled students and receives a regular diploma;
  - b. the student has reached the end of the semester in which he or she turns twenty-one (21) years of age.

Note: Although a reevaluation is not required in these two cases, the district shall provide the student with a summary of his or her academic achievement and functional performance, including recommendations on how to assist the student in meeting his or her post school goals.

**C. Informing the Parent/Adult Student**

Approximately one month before the reevaluation is due, contact shall be made with the parent/adult student informing him or her that:

1. the reevaluation will be scheduled within the month, unless the district and parent/adult student agree it is unnecessary; and
2. input will be sought from the parent/adult student.

Note: The IDEA allows the process of reviewing existing data and determining what, if any, additional, assessments are required without a meeting.

**D. Nature and Extent of Reevaluation**

Before any reassessment of the student, the evaluation team will determine the nature and extent of the student's needs by reviewing existing data. See Section 5 of this chapter for more information regarding the determination of needed data.

1. No Additional Information Needed
  - a. If the evaluation team decides that no additional assessments are needed to determine whether the student continues to be eligible for special education services, the district shall provide written notice to the parent/adult student of his or her right to request further assessment.
  - b. If the parent/adult student requests an additional assessment to determine whether the student continues meet criteria for special education services under the IDEA, then the district shall conduct the assessment.
  - c. If the parent/adult student requests an additional assessment for reasons other than eligibility, such as admission to college, then the district shall consider the request and provide written notice of its decision.

2. Additional Assessments Needed

Based on recommendations from the evaluation team, the district will seek consent to administer the needed assessments and provide the parent/adult student with written notice regarding proposed assessments. If the parent/adult student fails to respond after the district has taken reasonable measures to obtain consent for assessments as part of a reevaluation, the district may proceed with the assessments. The district shall maintain documentation of its

measures to seek consent. See section 3B of this chapter for a definition of reasonable measures.

If the parent/adult student denies consent to reassess, the student cannot be assessed. However, the district may request SDE mediation or a due process hearing. If the mediation results in consent to assess, or if a hearing officer's decision indicates the assessment is appropriate and there is no appeal, then the student may be assessed. All reevaluation procedures shall be provided at no cost to the parent/adult student.

#### **E. Eligibility Report for Reevaluations**

The evaluation team will consider evaluation findings and determine whether the student continues to meet criteria for special education services.

The evaluation team is required to prepare an Eligibility Report detailing how review of existing data demonstrates that the student continues to meet eligibility requirements even if no new assessments were conducted. The report shall address each required eligibility component and include results of previous assessments if they are being used to determine eligibility. Refer to Section 5 of this chapter for eligibility requirements.

### **Section 7. State Eligibility Criteria**

The district will use the eligibility criteria and assessment procedures set forth by the SDE for placement in special education. This section contains a definition and the eligibility criteria for each specific disability that shall be used to determine whether an individual qualifies as a student with a disability in need of special education.

All disabilities except Specific Learning Disability (SLD) and Developmental Delay (DD) are applicable for students three (3) through twenty-one (21) years of age. For Specific Learning Disability, students must be legal kindergarten age through twenty-one (21) years. Only students ages three (3) through nine (9) can be identified in the Developmental Delay (DD) category. Use of the DD category is optional for the district. If the district elects to use the DD category, it applies only to students from age three (3) up until their tenth (10<sup>th</sup>) birthday, in addition to the criteria outlined in this chapter.

#### **A. Three-Prong Test of Eligibility**

To demonstrate eligibility for special education services all three of the following criteria shall be met and documented. This is often called the three-prong test for eligibility.

The Eligibility Report shall document each of the following three criteria:

1. the student has a disability according to the established Idaho criteria;

2. the student's condition adversely affects educational performance; and
3. the student needs specially designed instruction.

Meets State Eligibility Requirements: The state eligibility requirements for specific disabilities are listed in this chapter.

Adverse Impact: A determination made by the evaluation team that the student's progress is impeded by the disability to the extent that the student's educational performance measures significantly and consistently below the level of similar age peers preventing the student from benefiting from general education. Educational performance refers the student's performance in academic achievement, developmental and or functional skills. The phrases "adverse impact" and "adverse effect" are used interchangeably in this Manual and have the same meaning.

Needs Specially Designed Instruction: Special education is specially designed instruction, provided at no cost to the parents, to meet the unique needs of a student with a disability. Specially designed instruction means adapted, as appropriate to meet the needs of an eligible student, the content, methodology, or delivery of instruction to address the unique needs of the student that result from the student's disability and to ensure access of the child to the general curriculum so that he or she can meet Idaho Content Standards ~~or Idaho Core Standards~~ that apply to all students.

## B. Disability Categories

### 1. Autism Spectrum Disorder

**Definition:** An Autism Spectrum Disorder is a developmental disability, generally evident in the early developmental period, significantly affecting verbal or nonverbal communication and social interaction, and adversely affecting educational performance.

- a. Persistent deficits in social communication and social interaction across multiple contexts, currently or by history:
- b. Symptoms must be present in the early developmental period, but may not become fully manifest until social demands exceed limited capacities, or may be masked by learned strategies in later life.
- c. Other characteristics often associated with autism include, but are not limited to, engagement in repetitive activities and stereotyped movements, resistance to environmental change or change in daily routines, and hyper- or hypo-reactivity to sensory input.
- d. Characteristics vary from mild to severe as well as in the number of symptoms present and are not primarily the result of intellectual disability, developmental delay, or an emotional ~~disturbance~~ behavioral disorder.

**State Eligibility Criteria for Autism:** An evaluation team will determine that a student is eligible for special education services as a student with autism when all of the following criteria are met:

- a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted;
- b. The student has a developmental disability, generally evident in the early developmental period that significantly affects social communication and social interaction;
- c. The student must meet the disability definition (above) of an autism spectrum disorder as determined by an evaluation team to include a school psychologist and a speech-language pathologist (a team must consider a private evaluation or diagnosis provided by a parent from a psychiatrist, a physician or a licensed psychologist as meeting the definition of autism spectrum disorder);
- d. The student's condition adversely affects educational performance;
- e. The student needs specially designed instruction

## **2. Intellectual Disability**

**Definition:** Intellectual Disability is defined as significantly sub-average intellectual functioning that exists concurrently with deficits in adaptive behavior. These deficits are manifested during the student's developmental period, and adversely affect the student's educational performance.

**State Eligibility Criteria for Intellectual Disability:** An evaluation team will determine that a student is eligible for special education services as a student with an intellectual disability when all of the following criteria are met:

- a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
- b. The student has a full-scale intelligence standard score (IQ) at or below 70, plus or minus the standard error of measurement (at the 95 percent confidence level) of the test being used, based on an assessment by a licensed psychologist or certified school psychologist using an individually administered intelligence test.
- c. The student exhibits concurrent deficits in adaptive functioning unexpected for his or her age in at least two of the following areas: communication, self-care, home living, social/interpersonal skills, use of community resources, self-direction, functional academic skills, work, leisure, health, or safety.
- d. The student's condition adversely affects educational performance.

- e. The student needs specially designed instruction.

Caution is advised when assessing students with cultural and language issues to prevent inappropriate identification of these students as having an intellectual disability. When determining eligibility, tests measuring intellectual ability shall be used with care; that is, only those tests designed and normed for the population being tested may be used. Tests measuring intellectual ability that are translated into another language by the examiner or an interpreter yield invalid test results and shall not be used.

### 3. Deaf-Blindness

**Definition:** A student with deaf-blindness demonstrates both hearing and visual impairments, the combination of which causes such severe communication and other developmental and educational needs that the student cannot be appropriately educated with special education services designed solely for students with deafness or blindness.

**State Eligibility Criteria for Deaf-Blindness:** An evaluation team will determine that a student is eligible for special education services as a student with deaf-blindness when all of the following criteria are met:

- a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
- b. The student exhibits simultaneous hearing and visual impairments, the combination of which causes such severe communication and other developmental and educational needs that the student cannot be accommodated with special education services designed solely for students with deafness or blindness.
- c. The student is diagnosed by an optometrist or ophthalmologist for vision loss and by an otologist, audiologist, or physician for hearing loss to make a final diagnosis as deaf-blindness.
- d. The student's condition adversely affects educational performance.
- e. The student needs specially designed instruction.

### 4. Deaf or Hard of Hearing

**Definition:** Deaf or Hard of Hearing means a child with a hearing loss, whether permanent or fluctuating, that impairs the access, comprehension, and/or use of linguistic information through hearing, with or without amplification, and that adversely affects a child's educational performance.

**State Eligibility Criteria for Deaf or Hard of Hearing:** An evaluation team will determine that a student is eligible for special education services as a student who is deaf or hard of hearing

when all of the following criteria are met:

- a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
- b. The student exhibits a hearing loss that hinders his or her ability to access, comprehend, and/or use linguistic information through hearing, with or without amplification.
- c. The student has been diagnosed by an audiologist as having a hearing loss..
- d. The student's condition adversely affects educational performance.
- e. The student needs specially designed instruction.

## 5. Developmental Delay

**Definition:** The term developmental delay may be used only for students' ages three (3) until their tenth (10<sup>th</sup>) birthday who are experiencing developmental delays as measured by appropriate diagnostic instruments and procedures in one or more of the following areas:

- a. cognitive development – includes skills involving perceptual discrimination, memory, reasoning, pre-academic/academic skills, and conceptual development;
- b. physical development – includes skills involving coordination of both the large and small muscles of the body (i.e., gross, fine, and perceptual motor skills);
- c. communication development – includes skills involving expressive and receptive communication abilities, ~~both~~ verbal and nonverbal;
- d. social or emotional development – includes skills involving meaningful social interactions with adults and other children ~~including self-expression and coping skills~~ as well as those involved in emotional/behavioral regulation; or
- e. adaptive development – includes skills involved in independent functioning in major life activities, as well as self-help/daily living skills (e.g., eating, dressing, ~~and, toileting, etc.)~~ as well as skills involving attention and personal responsibility.

The category of developmental delay should not be used when the student clearly meets the eligibility criteria for another specific disability category.

A student cannot qualify for special education services under developmental delay beyond his or her tenth (10<sup>th</sup>) birthday unless he or she has been determined to be eligible as having a disability other than developmental delay.

**State Eligibility Criteria for Developmental Delay:** An evaluation team may determine that a student is eligible for special education services as a student with a developmental delay when all of the following criteria are met:

- a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
- b. The student is at least three (3) years of age but less than ten (10) years of age.
- c. The student has developmental and/or learning problems that are not primarily the result of limited English proficiency, cultural difference, environmental disadvantage, or economic disadvantage.
- d. The student meets either of the following two criteria, in one or more of the broad developmental areas listed below.

1) Criteria:

- i. The student functions at least 2.0 standard deviations below the mean in one broad developmental area (30 percent delay in age equivalency, or functions at or below the 3rd percentile).
- ii. The student functions at least 1.5 standard deviations below the mean in two or more broad developmental areas (25 percent delay in age equivalency, or functions at or below the 7th percentile).

2) Broad Developmental Areas:

- i. Cognitive skills (e.g., perceptual discrimination, memory, reasoning, pre-academic academic, and conceptual development);
  - ii. Physical skills (i.e., fine, gross, and perceptual motor skills);
  - iii. Communication skills (~~i.e., including verbal and nonverbal, and receptive and expressive~~ includes skills involving expressive and receptive communication abilities, both verbal and nonverbal);
  - iv. Social or emotional skills; or
  - v. Adaptive skills, including daily living/self-help skills.
- e. The student's condition adversely affects educational performance.
  - f. The student needs specially designed instruction.



## 6. Emotional ~~Disturbance~~ Behavioral Disorder

**Definition:** A student with an emotional ~~disturbance~~ behavioral disorder exhibits one or more of the following characteristics over a long period of time, and to a marked degree, that adversely affects his or her educational performance:

- a. an inability to learn that is not primarily the result of intellectual disability; hearing, vision, or motor impairment, or other health impairment;
- b. an inability to build or maintain satisfactory interpersonal relationships with peers and teachers;
- c. inappropriate types of behavior or feelings under normal circumstances;
- d. a general pervasive mood of unhappiness or depression;
- e. a tendency to develop physical symptoms or fears associated with personal or school problems; or
- f. Schizophrenia.

The term *does not* include students who are socially maladjusted unless it is determined they have an emotional ~~disturbance~~ behavioral disorder.

**State Eligibility Criteria for Emotional ~~Disturbance~~ Behavioral Disorder:** An evaluation team will determine that a student is eligible for special education services as a student with emotional ~~disturbance~~ behavioral disorder when all of the following criteria are met:

- a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
- b. The student has been documented exhibiting characteristics consistent with the criteria (a-f in this section) by one or more of the following: school psychologist, licensed psychologist, psychiatrist, physician, or certified social worker.
- c. The student has been observed exhibiting one or more of the six (6) behavioral or emotional characteristics listed in the definition of emotional –behavioral disability.
- d. The characteristic(s) has been observed:
  - 1) for a long period of time (at least 6 months); and
  - 2) by more than one knowledgeable observer; and
  - 3) in more than one setting; and

- 4) at a level of frequency, duration, and/or intensity that is significantly different from other students' behavior in the same or similar circumstances.
- e. The student's condition adversely affects educational performance in the area of academics, peer and teacher interaction, participation in class activities, and/or classroom conduct.
- f. The student needs specially designed instruction.

## 7. Other Health Impairment (OHI)

**Definition:** A student classified as having Other Health Impairment exhibits limited strength, vitality, or alertness, including heightened alertness to environmental stimuli that results in limited alertness with respect to the educational environment that is due to chronic or acute health problems. These health problems may include, but are not limited to, asthma, attention deficit disorder (ADD), attention deficit hyperactivity disorder (ADHD), cancer, diabetes, epilepsy, Fetal Alcohol Syndrome, a heart condition, hemophilia, lead poisoning, leukemia, nephritis, rheumatic fever, sickle cell anemia, Tourette syndrome, and stroke to such a degree that it adversely affects the student's educational performance.

A student with ADD/ADHD may also be eligible under another category (generally specific learning disability or emotional ~~disturbance~~ behavioral disorder) if he or she meets the criteria for that other category and needs special education and related services. All students with a diagnosis of ADD/ADHD are not necessarily eligible to receive special education under the IDEA, just as all students who have one of the other conditions listed under other health impairment are not necessarily eligible, unless it is determined to adversely affect educational performance and require specially designed instruction.

**State Eligibility Criteria for Other Health Impairment:** An evaluation team will determine that a student is eligible for special education services as a student with an Other Health Impairment when all of the following criteria are met:

- a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
- b. The student exhibits limited strength, vitality, or alertness, including heightened alertness to environmental stimuli that results in limited alertness with respect to the educational environment that is due to chronic or acute health problems.
- c. The student has been diagnosed by a physician with a condition consistent with an Other Health Impairment described above. In the case of ADD/ADHD, an educational determination may be provided by a school psychologist. Diagnosis from a licensed psychologist or other diagnostician must be considered by the evaluation team.

- d. The student's condition adversely affects educational performance.
- e. The student needs specially designed instruction.

## 8. Specific Learning Disability

**Definition:** Specific Learning Disability (SLD) means a disorder in one or more of the basic psychological processes involved in understanding or in using language, spoken or written, that may manifest itself in the imperfect ability to listen, think, speak, read, write, spell, or to do mathematical calculations, including conditions such as perceptual disabilities, brain injury, minimal brain dysfunction, dyslexia, and developmental aphasia.

Specific Learning Disability does not include learning problems that are primarily the result of visual, hearing, or motor disabilities, of intellectual disability, of emotional ~~disturbance~~ behavioral disorder, or of environmental, cultural, or economic disadvantage.

Only a school age child may be identified as a student with a specific learning disability.

**State Eligibility Criteria for Specific Learning Disability:** In determining whether a child has an SLD, the child must meet at a minimum, the following criteria:

- a. The student does not make sufficient progress in response to effective, evidence-based instruction and intervention for the child's age or to meet state-approved grade-level standards when provided with learning experiences and instruction appropriate for the child's age or State approved grade level standards in one or more of the following areas:
  - 1) Oral expression;
  - 2) Listening comprehension;
  - 3) Written expression;
  - 4) Basic reading skills;
  - 5) Reading comprehension;
  - 6) Reading fluency
  - 7) Mathematics calculation; or
  - 8) Mathematics problem solving.

AND

- b. The student demonstrates low achievement in the area(s) of suspected disability listed above as evidenced by a norm-referenced, standardized achievement

assessment. For culturally and linguistically diverse students, the preponderance of evidence must indicate low achievement.

AND

- c. The student demonstrates a pattern of strengths and weaknesses in psychological processing skills that impact learning.

AND

- d. The student's lack of achievement is **not** primarily the result of:

- 1) A visual, hearing, or motor impairment;
- 2) Intellectual disability
- 3) Emotional ~~disturbance~~ behavioral disorder
- 4) Environmental, cultural or economic disadvantage
- 5) Limited English Proficiency
- 6) A lack of appropriate instruction in reading, including the essential components of reading;
- 7) A lack of appropriate instruction in math.

AND

- e. The disability adversely impacts the student's educational performance and the student requires specially designed instruction.

#### Evaluation Procedures:

In order to demonstrate the initial eligibility criteria under this category, the following procedures must be followed.

- 1) The evaluation for determining SLD eligibility and requirements for parent notification and involvement shall be conducted in accordance with the procedures detailed in Chapter 4, Section 3, of this Manual.
- 2) The evaluation must address the eligibility criteria as listed in the *SLD Eligibility Criteria* (see above). To meet these criteria, the following information is required:
  - i. Evidence of insufficient progress in response to effective, evidence-based instruction and intervention indicates the student's performance level and rate of improvement are significantly below

that of grade-level peers. This is documented/demonstrated with the following data:

- a) Data that helps establish that the core curriculum is effective for most students. The most recent whole grade performance data to verify appropriate instruction in the area(s) of concern may include results from the standards-based assessment system. If the referred student belongs to a population of students whose performance is regularly disaggregated, whole grade data for the disaggregated group should also be reviewed and considered.
- b) Information documenting that prior to, or as part of, the referral process, the student was provided appropriate instruction in general education settings. Appropriate instruction includes consideration of both child specific information and whole grade performance data. Child specific data regarding appropriate instruction may include: (1) verification that core (universal) instruction was provided regularly; (2) data indicating that the student attended school regularly to receive instruction; (3) verification that core instruction was delivered according to its design and methodology by qualified personnel; and (4) verification that differentiated instruction in the core curriculum was provided.
- c) Data-based documentation of student progress during instruction and intervention using standardized, norm-referenced progress monitoring measures in the area of disability.
- d) A record of an observation of the student's academic performance and behavior in the child's learning environment (including the general classroom setting) has been conducted by an evaluation team member other than the student's general education teacher. The purpose of the observation is to document how the areas of concern impact the student's performance in the classroom. The observation should also document the name and title of the observer and the site, date, and duration of the observation. The team must decide to:
  - 1. Use information from an observation in routine classroom instruction and monitoring of the child's performance that was conducted before the child was referred for an evaluation; or
  - 2. Have at least one member of the team conduct an observation of the child's academic performance in the educational environment after the child has been referred for an evaluation, and parental

consent has been obtained.

AND

- ii. Evidence of low achievement in one or more of the suspected area(s). These include:
  - a) Oral expression;
  - b) Listening comprehension;
  - c) Written expression;
  - d) Basic reading skills;
  - e) Reading comprehension;
  - f) Reading fluency
  - g) Mathematics calculation; or
  - h) Mathematics problem solving

This evidence must indicate performance that is significantly below the mean on a cluster, composite, or two (2) or more subtest scores of a norm-referenced, standardized, achievement assessment in the specific academic area(s) of suspected disability. There are cases when the use of norm-referenced assessment is not appropriate, for example, students who are culturally and linguistically diverse. Refer to guidance documents regarding procedures on evaluating students who are culturally and linguistically diverse and the use of preponderance of evidence.

AND

- iii. Evidence of a pattern of strengths and weaknesses in psychological processing skills that impact learning.

An assessment of psychological processing skills is linked to the failure to achieve adequately in the academic area(s) of suspected disability and must rely on standardized assessments. These assessments must be conducted by a professional who is qualified to administer and interpret the assessment results. The student's performance on a psychological processing assessment demonstrates a pattern of strengths and weaknesses that help explain why and how the student's learning difficulties occur. Such tests may include measures of memory, phonological skills, processing speed as well as other measures which explicitly test psychological processing.

AND

- iv. The following criteria must be considered when evaluating the

student's low achievement. The team must determine that the student's learning difficulty is **not** primarily the result of:

- a) a visual, hearing, or motor impairment
- b) an intellectual disability
- c) an emotional ~~disturbance~~ behavioral disorder
- d) environmental or economic disadvantage
- e) cultural factors
- f) Limited English Proficiency (LEP)

## 9. Multiple Disabilities

**Definition:** Multiple disabilities are two or more co-existing severe impairments, one of which usually includes an intellectual disability, such as intellectual disability/blindness, intellectual disability/orthopedic, etc. Students with multiple disabilities exhibit impairments that are likely to be life long, significantly interfere with independent functioning, and may necessitate environmental accommodations or adaptations to enable the student to participate in school and society. The term does not include deaf-blindness.

**State Eligibility Criteria for Multiple Disabilities:** An evaluation team will determine that a student is eligible for special education services as a student with multiple disabilities when all of the following criteria are met:

- a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
- b. The student meets eligibility criteria for severe concomitant impairments, the combination of which causes such significant educational problems that the student cannot be accommodated by special education services designed solely for one of the disabilities.
- c. The student meets State Eligibility Criteria as outlined for each disability category.
- d. The student's condition adversely affects educational performance.
- e. The student needs specially designed instruction.

## 10. Orthopedic Impairment

**Definition:** Orthopedic impairment means a severe physical limitation that adversely affects a student's educational performance. The term includes impairments caused by congenital anomaly (clubfoot, or absence of an appendage), an impairment caused by disease

(poliomyelitis, bone tuberculosis, etc.), or an impairment from other causes (cerebral palsy, amputations, and fractures or burns that cause contracture).

**State Eligibility Criteria for Orthopedic Impairment:** An evaluation team will determine that a student is eligible for special education services as a student with an orthopedic impairment when all of the following criteria are met:

- a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
- b. The student exhibits a severe orthopedic impairment. The term includes congenital anomalies, impairments caused by disease, and impairments from other causes that are so severe as to require special education services.
- c. The student has documentation of the condition by a physician or other qualified professional.
- d. The student's condition adversely affects educational performance.
- e. The student needs specially designed instruction.

### **11. Speech or Language Impairment: Language**

**Definition:** A language impairment exists when there is a disorder or delay in the development of comprehension and/or the uses of spoken or written language and/or other symbol systems. The impairment may involve any one or a combination of the following:

- a. the form of language (morphological and syntactic systems);
- b. the content of language (semantic systems); and/or
- c. the function of language in communication (pragmatic systems).

A language disorder does not exist when language differences are due to non-standard English or regional dialect or when the evaluator cannot rule out environmental, cultural, or economic disadvantage as primary factors causing the impairment. The evaluation team is encouraged to ask if a hearing screening has been completed. Also note, a student can be considered as having a Language Impairment if the criteria for Deaf or Hard of Hearing have not been met.

**State Eligibility Criteria for Language Impairment:** An evaluation team will determine that a student is eligible for special education and related services as a student who has a language impairment when all of the following criteria are met:

- a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.



- b. At least two procedures, at least one of which yields a standard score, are used to assess receptive language and/or expressive language.
- c. The student has attained scores on a standardized measure that are 1.5 standard deviations or more below the mean, or at or below the 7<sup>th</sup> percentile, in either receptive or expressive language.
- d. The student's disability adversely affects educational performance.
- e. The student needs specially designed instruction. (Speech/language therapy can be specially designed instruction or a related service.)

Caution is advised when evaluating a student whose native language is other than English. The acquisition of the English language is not to be mistaken as a language impairment.

## **12. Speech or Language Impairment: Speech**

The term speech impairment includes articulation/phonology disorders, voice disorders, or fluency disorders that adversely impact a child's educational performance. The following eligibility criteria and minimum assessment procedures have been established for all three types of speech impairments.

### ***a. Articulation/Phonology Disorder***

**Definition:** Articulation is the ability to speak distinctly and connectedly. Articulation disorders are incorrect productions of speech sounds including omissions, distortions, substitutions, and/or additions that may interfere with intelligibility. Phonology is the process used in our language that has common elements (sound patterns) that affect different sounds. Phonology disorders are errors involving phonemes, sound patterns, and the rules governing their combinations.

- 1) An articulation/phonology disorder exists when:
  - i. the disorder is exhibited by omissions, distortions, substitutions, or additions;
  - ii. the articulation interferes with communication and calls attention to itself; and
  - iii. the disorder adversely affects educational or developmental performance.
- 2) An articulation/phonology disorder does not exist when:
  - i. errors are temporary in nature or are due to temporary conditions such as dental changes;

- ii. differences are due to culture, bilingualism or dialect, or from being non-English speaking; or
- iii. there are delays in developing the ability to articulate only the most difficult blends of sound or consonants within the broad range for the student's age.

**State Eligibility Criteria for Articulation/Phonology Disorder:** An evaluation team will determine that a student is eligible for special education and related services as a student who has an articulation/phonology disorder (speech impairment) when all of the following criteria are met:

- 1) An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
- 2) At least two procedures are used to assess the student, one of which yields a standard score.
- 3) The student must have a score that is at least 1.5 standard deviations below the mean, or at or below the 7th percentile, on a standardized articulation/phonological assessment, or the speech impairment is judged as moderate on the standardized measure for students ages three (3) through twenty-one (21) years.
- 4) The student's disability adversely affects educational performance.
- 5) The student needs specially designed instruction. (Speech/language therapy can be specially designed instruction or a related service.)

***b. Fluency Disorder***

**Definition:** A fluency disorder consists of stoppages in the flow of speech that is abnormally frequent and/or abnormally long. The stoppages usually take the form of repetitions of sounds, syllables, or single syllable words; prolongations of sounds; or blockages of airflow and/or voicing in speech.

- 6) A fluency disorder exists when an abnormal rate of speaking, speech, interruptions, repetitions, prolongations, blockages of airflow and/or voicing interferes with effective communication.
- 7) A fluency disorder does not exist when developmental dysfluencies are part of normal speech development and do not interfere with educational or developmental performance.

**State Eligibility Criteria for Fluency Disorder:** An evaluation team will determine that an individual is eligible for special education and related services as a student who has a fluency

disorder (speech impairment) when all of the following criteria are met:

- 1) An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
- 2) The student has a fluency rating of moderate or severe on the Fluency Communication Rating Scale for student's age three (3) through twenty-one (21) years. See the documents section of this chapter for the Fluency Communication Rating Scale.
- 8) The student's disability adversely affects educational performance.
- 9) The student needs specially designed instruction. (Speech/language therapy can be a primary or a related service.)

***c. Voice Disorder***

**Definition:** Voice disorders are the absence or abnormal production of voice quality, pitch, intensity, or resonance. Voice disorders may be the result of a functional or an organic condition.

A student who has a suspected laryngeal-based voice disorder and has not been evaluated by an ear, nose, and throat (ENT) physician (otorhinolaryngologist/otolaryngologist) may not receive voice therapy services from a speech-language pathologist.

- 10) A voice disorder exists when the vocal characteristics of quality, pitch, intensity, or resonance:
  - i. interfere with communication;
  - ii. draw unfavorable attention to the speaker;
  - iii. adversely affect the speaker or listener; or
  - iv. are inappropriate to the age and gender of the speaker.
- 11) A voice disorder exists when the vocal characteristics of quality, pitch, intensity, or resonance:
  - i. are the result of temporary physical factors such as allergies, colds, or abnormal tonsils or adenoids;
  - ii. are the result of regional dialectic or cultural differences or economic disadvantage; or
  - iii. do not interfere with educational or developmental performance.

**State Eligibility Criteria for Voice Disorder:** An evaluation team will determine that a student is eligible for special education and related services as a student who has a voice disorder (speech impairment) when all of the following criteria are met:

- 1) An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
- 2) The student has a voice production rating of moderate or severe on the Voice Rating Scale for students aged three (3) through twenty-one (21) years. See the documents section of this chapter for the Voice Rating Scale.
- 3) An ear, nose, and throat (ENT) physician's (otorhinolaryngologist) statement documents that voice therapy is not contraindicated.
- 4) The student's disability adversely affects educational performance.
- 5) The student needs specially designed instruction. (Speech/language therapy can be a primary or a related service.)

See the documents section of this chapter for information on documenting adverse effects on educational performance for students with speech/language disorders.

NOTE: A student may receive speech or language services if he or she is eligible for special education under another disability category and needs speech or language services as a related service in order to benefit from special education without meeting the eligibility criteria for speech and language impairment.

### **13. Traumatic Brain Injury (TBI)**

**Definition:** Traumatic brain injury refers to an acquired injury to the brain caused by an external physical force resulting in a total or partial functional disability or psychosocial impairment, or both, that adversely affects educational performance. The term applies to open or closed head injuries resulting in impairments in one or more areas such as cognition, language, memory, attention, reasoning, abstract thinking, judgment, problem solving, sensory, perceptual and motor abilities, psychosocial behavior, physical functions, information processing, and speech. The term does not apply to congenital or degenerative brain injuries or to brain injuries induced by birth trauma.

**State Eligibility Criteria for Traumatic Brain Injury:** An evaluation team will determine that a student is eligible for special education services as a student who has a traumatic brain injury when all of the following criteria are met:

- a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
- b. The student has an acquired injury to the brain caused by an external physical

force resulting in a total or partial functional disability or psychosocial impairment, or both.

- c. The student has documentation of a traumatic brain injury.
- d. The student's condition adversely affects educational performance.
- e. The student needs specially designed instruction.

#### 14. Visual Impairment Including Blindness

**Definition:** Visual impairment refers to an impairment in vision that, even with correction, adversely affects a student's educational performance. The term includes both partial sight and blindness. Partial sight refers to the ability to use vision as one channel of learning if educational materials are adapted. Blindness refers to the prohibition of vision as a channel of learning, regardless of the adaptation of materials.

**State Eligibility Criteria for Visual Impairment:** An evaluation team will determine that a student is eligible for special education services as a student with blindness or a visual impairment when all of the following criteria are met:

- a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
- b. The student has documentation of blindness or a visual impairment, ~~not primarily perceptual in nature, resulting in measured acuity of 20/70 or poorer in the better eye with correction, or a visual field restriction of 20 degrees as determined by an optometrist or ophthalmologist.~~ a qualified professional, including one or more of the following:
  - i. Blindness – visual acuity of 20/200 or less in the better eye with the best possible correction at distance and/or near, or visual field restriction of 20 degrees or less in the better eye;
  - ii. Visual Impairment – visual acuity better than 20/200 but worse than 20/70 in the better eye with the best possible correction at distance and/or near, or visual field restriction of 70 degree or less but better than 20 degrees in the better eye;
  - iii. Eye condition – including oculomotor apraxia, cortical visual impairment, convergence insufficiency, or other condition;
  - iv. Progressive loss of vision which may affect a student's educational performance in the future;
  - ~~i.v.~~ Functional vision loss where acuity or visual field alone may not meet the criteria above.
- c. The student's ~~physical~~ eye condition, even with correction, adversely affects educational performance.

- d. The student needs specially designed instruction.

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**Fluency Communication Rating Scale**

Student: \_\_\_\_\_ School: \_\_\_\_\_ Date: \_\_\_\_\_

	<b>Nondisabling Condition</b>	<b>Mild</b>	<b>Moderate</b>	<b>Severe</b>
<b>Frequency</b>	Frequency of dysfluent behavior is within normal limits for student's age, gender, and speaking situation and/or less than 1 stuttered word per minute.	Transitory dysfluencies are observed in specific situation(s) and/or 1-2 stuttered words per minute.	Frequent dysfluent behaviors are observed in specific speaking situations(s) and/or 4-10 stuttered words per minute.	Habitual dysfluent behaviors are observed in a majority of speaking situations and/or more than 10 stuttered words per minute.
<b>Descriptive Assessment</b>	Speech flow and time patterning are within normal limits. Developmental dysfluencies may be present.	Rate of speech interferes with intelligibility. Sound, syllable, and/or word repetitions or prolongations are present with no other secondary symptoms. Fluent speech periods predominate.	Rate of speech interferes with intelligibility. Sound, syllable, and/or prolongations are present. Secondary symptoms including blocking, avoidance, and physical concomitants may be observed.	Rate of speech interferes with intelligibility, sound, syllable, and/or word repetitions and/or prolongations are present. Secondary symptoms predominate. Avoidance and frustration behaviors are observed.
<b>Comments:</b>				



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**Voice Rating Scale**

Student: \_\_\_\_\_ School: \_\_\_\_\_ Date: \_\_\_\_\_

	Nondisabling Condition	Mild-Descriptive	Moderate-Descriptive	Severe <del>Wilson Voice Profile Scale</del>
Pitch	Pitch is within normal limits.	There is a noticeable difference in pitch that may be intermittent.	There is a persistent, noticeable inappropriate raising or lowering of pitch for age and gender, or evidence of dysphonia.	+3 Pitch <del>-3 Pitch</del> <del>-2 Pitch</del> +2 Pitch
Intensity	Intensity is within normal limits.	There is a noticeable difference in intensity that may be intermittent.	There is a persistent, noticeable inappropriate increase or decrease in the intensity of speech, or the presence of aphonia.	<del>-3 Intensity</del> +2 Intensity <del>-2 Intensity</del>
Quality	Quality is within normal limits.	There is a noticeable difference in quality that may be intermittent.	There is a persistent, noticeable breathiness, glottal fry, harshness, hoarseness, tenseness, strident, or other abnormal vocal quality.	<del>-2 Laryngeal</del> +3 Laryngeal +2 Laryngeal <del>-3 Laryngeal</del>
Resonance	Nasality is within normal limits.	There is a noticeable difference in nasality that may be intermittent.	There is a persistent noticeable cul-de-sac, hyper- or hypo-nasality, or mixed nasality.	<del>-2 Resonance</del> +3 Resonance +4 Resonance
Description of Current	No consistent laryngeal	Laryngeal pathology may	Probable presence of laryngeal pathology.	Physical factors may

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Physical Condition	pathology; physical factors influencing quality, resonance, or pitch, if present at all, are temporary and may include allergies, colds, or abnormal tonsils and adenoids.	<del>be present.</del> Physical factors indicated in moderate and/or severe levels may be present.	Physical factors may include nodules, polyps, ulcers, edema, partial paralysis of vocal folds, palatal insufficiency, enlarged/insufficient tonsils and/or adenoids, neuromotor involvement, or hearing loss.	include:  -unilateral or bilateral paralysis of vocal folds  -larynx- gectomy  -psycho- somatic disorders  -neuromotor involvement of larynx muscles, i.e., cerebral palsy
Comments:				

**~~Documentation of Adverse Effects on Educational Performance for Students with  
Speech/Language Disorders (SLD)~~**

~~Documentation of adverse effects on educational performance can be gathered from a thorough assessment of communication skills. The assessment shall include student, parent, and teacher input.~~

~~Information shall be recorded by the speech language pathologist (SLP) on the *Eligibility Report* form.~~

~~An assessment of a student's ability to communicate, rather than isolated skill assessment, will provide information on how the impairment affects the student overall. The following errors and problems should be considered when determining how the student's ability to communicate may adversely affect educational performance:~~

- ~~0. Sound errors, voice quality, or fluency disorders inhibit the student from reading orally in class, speaking in front of the class, or being understood by teachers, peers, or family members.~~
- ~~0. Sound errors, voice quality, or fluency disorders embarrass the student. Peer relationships suffer as a result, or peers may make fun of the student.~~
- ~~0. Sound errors cause the student to make phonetic errors in spelling or have difficulty in phonics.~~
- ~~0. Grammatical errors create problems with a student's orientation in time.~~
- ~~0. Morphological errors inhibit the student from using or making complete sentences.~~
- ~~0. Semantic problems slow the student's ability to follow directions, give directions, make wants and needs known, make oneself understood, relate information to others, or fully participate in daily living.~~

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## CHAPTER 5: INDIVIDUALIZED EDUCATION PROGRAMS

If a student is eligible for special education services, they have met the requirements of eligibility under the IDEA. Eligibility requires a student to meet the following three prongs: 1) the student has a disability that meets the criteria; 2) the disability adversely affects the student's educational performance; and 3) the student requires specially designed instruction.

Special education means specially designed instruction, at no cost to the parents, to meet the unique needs of a student with a disability including instruction conducted in the classroom, the home, hospitals, institutions, and other settings. The definition of special education also includes the following: instruction in physical education, speech/language pathology, travel training, and vocational education.

Specially designed instruction means adapting, as appropriate to the needs of an eligible student, the content, methodology, or delivery of instruction to ~~(1)~~ address the unique needs of the student that result from his or her disability and ~~(2)~~ to ensure access to the general curriculum so that the student can meet the Idaho Content Standards ~~and Idaho Core Standards~~ that apply to all students.

The Individualized Education Program (IEP) is a written document ~~that is~~ developed for each eligible student with a disability and documents the specially designed instruction and related services. The IEP is the product of team collaboration among a parent/adult student, district personnel, and other IEP team members who, through full and equal participation, identify the unique needs of a student with a disability and plan the special education services to meet those needs.

In developing each student's IEP, the IEP team shall consider:

- 1) the strengths of the student;
- 2) the concerns of the parents for enhancing the education of their child;
- ~~3)~~ 3) the results of the initial or most recent evaluation of the student;
- ~~3)4)~~ 4) the unique circumstances of the student; and
- ~~4)5)~~ 5) the academic achievement, developmental, and functional needs of the student.

### Section 1. IEP Initiation

#### A. Purpose of Meeting

The primary purpose of an IEP team meeting is to design an appropriately ambitious IEP that ~~shall meet~~ meets the unique needs of a student with a disability. The IEP team determines the



special education and related services reasonably calculated to enable the student to receive educational benefits in the least restrictive environment. The parent/adult student shall be invited to the meeting and participate meaningfully. (Note: transition age students ~~shall~~ must be invited to the IEP team meeting). The IEP team members should come prepared to discuss specific information about the student's ~~individual needs~~ unique circumstances and the type of services to be provided to address ~~those needs~~ the student's unique circumstances.

The meeting format should invite open discussion that allows participants to identify and consider ~~all the relevant needs~~ unique circumstances of the student related to his or her disability and what is necessary to provide access to, participate in, and make progress in the general education curriculum. Placement decisions shall be considered *after* the special education services are determined and shall not be the determining factor in developing the IEP content.

Informal or unscheduled conversations involving district personnel on various issues (e.g., teaching methodology, lesson plans, or coordination of service provisions) are not considered a meeting as long as no decisions are made regarding issues addressed on the student's IEP. A meeting does not include preparatory activities in which district personnel engage to develop a proposal or a response to a parent/adult student proposal that will be discussed at a later meeting.

## **B. Team Decision Making**

The IEP team meeting serves as a communication vehicle between IEP team members enabling them, ~~as equal participants~~, to make joint, informed decisions regarding the student's special education services as equal participants. All members of the IEP team are expected to work toward consensus regarding IEP decisions to ensure ~~that~~ the student receives a free appropriate public education (FAPE). Consensus means consent of all IEP team members to support the decision of the team, which requires that all members of the team have ~~had~~ an opportunity for meaningful participation.

If there is ~~a~~ lack of consensus between the parent/adult student, district personnel, and other IEP team members regarding an IEP decision, then school personnel on the IEP team should seek consensus within the school team and ~~make the decision providing~~ provide written notice to the parent/adult student. If there is ~~a~~ lack of consensus among school personnel, then the district representative on the IEP team shall make the decision and provide written notice to the parent/adult student. The parent/adult student should be made aware of the procedures in Section 2J of this chapter, "Parent/Adult Student Objection to the IEP" and their procedural safeguards, including due process rights.

## **C. When IEP Team Meetings Are Held**

An IEP team meeting shall be held for one or more of the following reasons:

1. to develop an IEP within thirty (30) calendar days of determination that the student

~~needs~~ is eligible for special education and related services;

2. to review the IEP periodically, but no longer than one year (365 days) from the date of development of the current IEP, with the IEP in effect at the beginning of each school year;
3. when another agency fails to deliver transition or other services outlined in the IEP;
4. to consider revisions to the IEP if there is any lack of expected progress toward annual goals and /or in the general education curriculum, where appropriate;
5. at ~~a~~ the reasonable request (as determined by the district) of any member of the IEP team (Note: Written notice shall be provided the parent/adult student who requests an IEP team meeting when a district refuses to hold one);
6. to review behavioral intervention strategies and/or develop a behavioral plan as part of the IEP;
7. to address the IDEA discipline requirements (see Chapter 12); and/or
8. to review the results of any reevaluation or independent educational evaluation (IEE).

NOTE: Under the IDEA, an IEP team meeting may not be required to amend the IEP (see IEP Amendments).

#### **D. IEP Team Members and Roles**

The IEP team is a group of individuals responsible for developing, reviewing, or revising an IEP for a student with a disability.

Role	Description
Parent of the student or Adult Student if rights have transferred	The term “parent” refers to a biological or adoptive parent, foster parent, a judicially decreed guardian (does not include State agency personnel if the student is a ward of the state), a person acting in place of a parent, or a surrogate parent who has been appointed by the district. The term “acting in place of a biological or adoptive parent” includes persons such as a grandparent, stepparent, or other relative with whom the student lives, as well as persons who are legally responsible for a student’s welfare. A foster parent may act as a parent if the natural parent’s authority to make educational decisions on behalf of his or her child has been terminated by law. A foster parent shall be an individual who is willing to make educational decisions required of a parent, and has no interest that would conflict with the interests of the student. If more than the biological or adoptive parents meet the definition of

Role	Description
	<p>parent, the biological or adoptive parents serve as the parents in the IEP process, unless a judicial decree or order identifies a specific person or persons to make educational decisions for the student.</p> <p>An “adult student” is a student with a disability who is eighteen (18) years of age or older to whom special education rights have transferred under the IDEA and Idaho Code. (See Chapter 11, Section 2C, for more information.) In this case, the parent may attend the IEP <u>team</u> meeting as an individual who has knowledge or special expertise regarding the student, at the invitation of the adult student or the district.</p>
District Representative	<p>The district representative or designee shall be qualified to provide or supervise the provision of special education to meet the unique needs of students with disabilities. The representative shall be knowledgeable about the general education curriculum and about the availability of resources in the district. They shall have the authority to allocate resources and to ensure that the IEP will be implemented. Examples of the district representative include the building principal, the special education director, the district superintendent, <del>and or</del> others who meet the criteria described above. The district representative may be another member of the IEP team if all the criteria above are met.</p>
Special Education Teacher/Provider—not less than one	<p>This individual generally will be the student’s special education teacher or service provider who is responsible for implementing the student’s IEP. For example, in the case of a student receiving <u>primary</u> services from a speech-language pathologist, <del>but not a special education teacher,</del> it is more appropriate for the speech-language pathologist to fill this role on the IEP team.</p>
General Education Teacher—not less than one	<p>A general education teacher of the student is required to participate in developing the IEP if a student is, or may be, participating in the general education environment. Regardless, a representative that is knowledgeable of the general education curriculum at the student’s grade level shall be present.</p> <p>For preschool-age students, the general education teacher may be the kindergarten teacher or an appropriate designee. Designees at the preschool level may include a care provider, Head Start teacher, or community preschool teacher, if that person meets</p>

Role	Description
	State and/or national licensing standards.
Individual who can interpret evaluation results and implications	This person may be someone who participated in the evaluation of the student. He or she shall be able to explain the results, the instructional implications, and the recommendations of the evaluation.
Student	Whenever appropriate, the IEP team includes the student with a disability. A student shall be invited by the district to attend any IEP <u>team</u> meeting at which post-secondary goals and transition services needed to assist the student in reaching those goals will be discussed. If the student does not attend the IEP team meeting, the district shall take other steps to ensure that the student's preferences and interests are considered.
Representative of a Private School  (if applicable)	If a student is enrolled in or referred to a private school, the district shall ensure that a representative of the private school is invited to the IEP <u>team</u> meeting. If a representative cannot attend, the district shall use other methods to ensure participation by the private school, including individual or conference telephone calls.
Representative of Transition Agency(s) (Parent/Adult student consent shall be obtained prior to inviting the Transition Agency Representative to participate in the IEP team meeting).	If transition services are being discussed, a representative of any participating agency <del>that is</del> likely to be responsible for providing or paying for transition services shall be invited (with the prior consent of a parent/adult student). If a representative does not attend, steps should be taken to obtain participation from the agency in transition planning.
Part C Coordinator or Representative	A Part C coordinator or other representative may be invited by the district to <u>participate in the team</u> IEP meeting <u>for a preschooler transitioning to Part B services</u> . Parents shall be informed of their right to request an invitation <del>of</del> <u>for</u> an Infant Toddler Program representative(s) to the initial IEP <u>team</u> meeting.
Other	At the discretion of the parent/adult student or the district, other individuals who have knowledge or special expertise regarding the student, including related service personnel, may be included as IEP team members. The determination of having knowledge and special expertise regarding the student shall be made by the parent/adult student or district person who invited the individual

Role	Description
	to be a member of the IEP team.

NOTE: The general education teacher, special education teacher, district representative, or individual who can interpret implications of evaluation results may be excused from an IEP team meeting, in whole or in part, if the parent/adult student and district agree in writing. If the meeting deals with the excused member's areas of the curriculum and/or services, he or she shall provide written input to the IEP team prior to the meeting. Written input shall include substantive data (e.g., ~~based on~~interpreting assessment findings, providing meaningful guidance to the team, regarding the purpose of the meeting, reflecting on general education curriculum). If a district representative is excused, a staff member in attendance shall have the authority to bind the district to the decisions of the team.

#### **E. The General Educator's Role in IEP Development**

If a student is or may be participating in the general education curriculum or environment, not less than one of the student's general education teachers shall participate in developing the IEP, to the extent appropriate ~~in developing the IEP~~. The general education teacher's role in the development, review, and revision of the IEP includes:

1. discussion of the student's involvement and progress in the general education curriculum, if known;
2. ~~determination~~discussion of appropriate positive behavioral interventions and other strategies for the student; and
3. ~~determination~~discussion of supplementary aids and services, program accommodations/adaptations, ~~and to be provided by~~ supports for school personnel in the general education classroom.

#### **F. Invitation to IEP Team Meetings**

To the extent possible, the district should encourage the consolidation of all ~~IEP~~ team meetings, including meetings that may involve eligibility, reevaluation and IEP development.

The district shall meet the ~~following~~ requirements outlined below.

1. Schedule the meeting at a place and time mutually agreed upon by the parent/adult student and the district.
2. Invite the parent/adult student, ~~and if applicable~~ the secondary transition age student, if applicable, to the meeting early enough to ensure that he or she can attend. The district shall keep a record of this invitation. The invitation shall include the following:

- a. the purpose(s), time, and location of the meeting;
- b. who will attend the meeting, by role;
- c. information regarding the parent's/adult student's right to bring other people to the meeting and invite a Part C representative, if appropriate; and
- d. notification that post-secondary goals and transition services will be discussed, as applicable.

The invitation should clarify the parent's/adult student's (or secondary transition age student's) role on the team and request that he or she come prepared to discuss the unique needs and characteristics of the student, the types of services needed, and the goals that would indicate the success of the services.

3. Invite the student, if appropriate or required, to attend and participate in his or her IEP team meeting. If the student is a minor, the parent shall make the decision regarding the student's attendance. If a purpose of the meeting is to consider ~~transition,~~ and transition but the student does not attend, the district shall take other steps to ensure that the student's preferences and interests are considered.
4. The invitation may be ~~either~~ written or oral. In either case, the district shall document that all the required components noted in item 2 above were included in the invitation. In addition, the parent/adult student shall be given a physical copy of the *Procedural Safeguards Notice* ~~once~~ at least annually, preferably at the annual review, unless the parent requests additional copies.
5. When one ~~of the~~ purposes of the IEP team meeting is to consider transition services, the invitation shall:
  - a. indicate this purpose;
  - b. invite the student; and
  - c. identify any other agency that will be invited, ~~with parent's/adult student's consent,~~ with parent's/adult student's consent.
6. The district shall take appropriate action to ensure that a parent/adult student understands the proceedings at an IEP team meeting, including arranging for an interpreter for a parent/adult student who has hearing loss or whose native language is other than English.
7. The IEP team may meet without the parent/adult student if he or she cannot attend the meeting or cannot be convinced to attend the meeting. However, the district shall document its attempts to arrange a mutually agreed upon time and place for the meeting. Documentation could include records of telephone calls or conversations,

copies of correspondence sent to the parent/adult student and any responses received, and/or detailed records of any visits made to the parent's/adult student's residence. If a meeting is held without the parent/adult student, the district shall offer and document alternative methods, such as conference calls, to gain his or her participation in the development of the IEP.

Alternatives to physical meetings such as video and telephone conferencing, may take the place of physical IEP team meetings if the parent/adult student and district agree.

## Section 2. IEP Development

~~Nothing requires~~ The IDEA clearly defines the required components of an IEP and the Idaho IEP form is designed to include only those IDEA required components. Therefore, no additional information ~~be included~~ may be required in a student's IEP beyond what is explicitly required by IDEA, ~~or nor requires the IEP team to include~~ can information be required under one component of a student's IEP that is already contained under another component of the student's IEP.

NOTE: IEP team meeting minutes are not part of the official IEP document.

### A. General Demographic Components for All IEPs

All IEPs shall include the date of the IEP team meeting and the following general demographic components: the student's name as it appears in school records, native language, birth date, and identification number (for State reporting or Medicaid purposes only), names of parents, address, phone number, school, and grade.

### B. Documentation of Participants

The district shall ensure the attendance and participation of the IEP team members at the IEP team meeting. Documentation of attendance can be accomplished by listing team member roles on the IEP and checking their attendance status. Prior to the beginning of the meeting, an excusal form identifying any required district members not present at the IEP team meeting, with the parent/adult student's signature of approval, shall be attached ~~identifying any required district members not present at the IEP team meeting.~~

The attendance list is not a reflection of agreement or disagreement with the IEP; it is only an indication of attendance. As with any team member, the parent's/adult student's inclusion on the list does not indicate agreement or disagreement with the IEP contents. If the parent/adult student disagrees with all or part of the IEP, the district should remind the parent/adult student that he or she may file a written objection. Any participant at the IEP team meeting may file a minority report if he or she disagrees with a program decision. A minority report shall not prevent the implementation of an IEP team decision.

NOTE: See Section 2J of this chapter for additional information on parent/adult student

objections.

**C. Present Levels of Academic Achievement and Functional Performance, Goals, Objectives and Benchmarks/~~Objectives~~**

The IEP identifies present levels of academic achievement and functional performance (PLAAFP) and measurable goals that enable the IEP team to track the effectiveness of services and to report progress toward goals.

1. Statements of ~~present levels of academic achievement and functional performance~~PLAAFP in an area of need include:
  - a. How a school-age student's disability affects his or her involvement and progress in the general education curriculum (i.e., the same curriculum used by students without disabilities).
  - b. For preschool students, ~~present levels of academic achievement and functional performance~~PLAAFP should describe how the disability affects the student's participation in age-appropriate activities.
2. Although the content of present levels of academic and functional performance statements are different for each student, ~~individual present level of academic and functional performance statements will meet the following requirements:~~
  - a. ~~the~~The statement shall be written in objective, measurable terms ~~and~~using easy-to-understand non-technical language;
  - b. ~~the~~The other components of the IEP, including special education services, annual goals, and, ~~if applicable,~~objectives and benchmarks/~~objectives~~ for students who participate in ~~Alternate Assessments~~alternate assessments (AA) based on Alternate Achievement Standards, shall show a direct relationship ~~with~~to the content of present levels of academic and functional performance;
  - c. ~~the~~The statement shall provide baseline data for goal development;
  - d. ~~the~~The statement shall reference ~~general education~~ Idaho Content Standards, ~~or Idaho Core Standards or Idaho Employability Skills for Career Ready Practice~~Workplace Skills Career Readiness Standards, Idaho Extended Content Standards Core Content Connectors, or Idaho Early Learning Guidelines (eGuidelines), as applicable;
  - e. ~~a~~The statement ~~of~~shall include the student's strengths and needs; and
  - f. The statement shall include parental concerns for enhancing the student's education; and



- ~~f.g. a~~ The statement shall address how a student's disability affects his or her involvement and progress in the general education curriculum (i.e., the same curriculum used by students without disabilities).
3. Annual IEP goals shall be appropriately challenging and reflect the needs described in the present levels of academic and functional performance statements. Measurable academic achievement, developmental, and functional annual goals are designed to meet the student's unique needs that result from the student's disability, to enable the student to be involved in and make progress in the general education curriculum, and to meet each of the student's other educational needs that result from the student's disability.
- a. A goal is a written, measurable statement, developed from the baseline data, describing what a student is reasonably expected to accomplish within the time period covered by the IEP, generally one year.
- b. Goals are written to enable the student to be involved in and make progress in the general education curriculum and to meet other educational needs that result from the disability.
- c. A goal shall be appropriately challenging given the circumstances of the student and include the behavior, the performance criteria, and the evaluation procedure.
4. ~~For Objectives and benchmarks are required for~~ students taking AAs. ~~Alternate Assessments based on Alternate Achievement Standards a description of benchmarks or short term objectives. The district has the discretion which benchmarks/objectives as described in this paragraph for all students eligible for IEP services to use.~~ Objectives and benchmarks shall align with the PLAAFP and the annual goal, as a progression toward meeting the annual goal.

#### **D. Progress Toward Goals**

The IEP shall include a statement describing:

1. How the student's progress toward IEP goals will be measured and the progress monitoring schedule;
2. How and when the parent/adult student will be informed of the student's progress toward the annual goals, including the extent to which progress is sufficient to enable the student to achieve the goals by the end of the IEP time period.

~~Periodic~~ At minimum, periodic written progress statements related to progress toward annual goals will be reported, ~~at minimum,~~ concurrent with the issuance of report cards.

## E. Statements of Special Education and Related Services

Each student's IEP shall describe the specific special education and related services, ~~based on peer-reviewed research to the extent practicable, which~~ that will be provided to or on behalf of the student, based on peer-reviewed research to the extent practicable. Special education includes specially designed instruction to meet the unique needs of the student.

The term "related services" refers to transportation and such developmental, corrective, and other supportive services required to assist a student with a disability to benefit from special education as described in the IEP. These services include, but are not limited to:

- Audiology
- early identification and assessment of student's disabilities
- interpreter services
- ~~speech therapy~~
- language therapy
- medical services for diagnostic or evaluative purposes
- occupational therapy
- orientation and mobility services
- parent counseling and training. Parent counseling and training includes helping a parent understand child development and the special needs of his or her child and acquire skills to support the implementation of his or her child's IEP.
- physical therapy
- psychological services
- ~~physical therapy~~
- ~~occupational therapy~~
- ~~therapeutic recreation~~
- ~~early identification and assessment of students' disabilities~~
- rehabilitation counseling services
- ~~orientation and mobility services~~

- ~~medical services for diagnostic or evaluative purposes~~
- school nurse services
- social work services in school
- speech therapy
- supports for school staff
- therapeutic recreation
- ~~parent counseling and training. Parent counseling and training includes helping a parent (a) understand child development and the special needs of his or her child and (b) acquire skills to support the implementation of his or her child's IEP.~~
- ~~interpreter services~~

~~NOTE: The Idaho Educational Interpreter Act (Title 33, Chapter 13) was implemented on July 1, 2009, this statute establishes standards for all educational interpreters in Idaho. The complete statute can be found at: <http://www3.state.id.us/idstat/TOC/33013KTOC.html>~~

The above list of related services is not exhaustive and may include other developmental, corrective, or supportive services, transition services or assistive technology. Although services may be of benefit to a student with a disability, all of the services listed above may not be required for each individual student. Related services are the responsibility of the district only if the IEP team determines they are required to assist the student to benefit from special education. Further, the student is not entitled to related services if ~~(a)~~ he or she is not eligible for special education or ~~(b)~~ the parent/adult student does not consent to initial provision of special education services.

EXCEPTION: "Related Services" does not include a medical device that is surgically implanted or the replacement of such device, the optimization of that device's functioning (e.g., mapping), maintenance of that device, or the replacement of that device. The district is responsible to appropriately monitor and check devices to make sure the devices are functioning properly. This responsibility applies to devices that are needed to maintain the health and safety of the child, including breathing, nutrition, or operation of other bodily functions, while the child is transported to and from school or is at school.

THIRD PARTY PAYERS: Consent from the parents/adult student is required when the district bills Medicaid or the parent's insurance for services provided. See Chapter 11 for details.

#### **F. Supplementary Aids, Services, and Other IEP Considerations**

Supplementary aids and services may include general education curriculum accommodations

and/or adaptations, support for school staff, positive behavioral intervention plans, extended school year services, transportation, transition services, assistive technology services, and travel training services deemed appropriate by the IEP team and shall be provided whether or not the district currently has these services in place.

The description of services in the IEP shall:

1. Identify the program accommodations and supplementary aids to be provided to the student in the areas of need.
2. List the specific services that will meet the unique needs of the student, allowing him or her to advance appropriately toward attaining the annual goals, and:
  - a. be involved in and make progress in the general education curriculum;
  - b. participate in extracurricular and other nonacademic activities; and
  - c. be educated and participate with other students with disabilities and with students without disabilities to the maximum extent appropriate.

NOTE: The public agency shall ensure that each student with a disability has the supplementary aids and services determined by the student's IEP team to be appropriate and necessary for the student to participate in nonacademic settings.

3. State the projected starting date and expected duration of the services, ~~and~~ accommodations, ~~and/or~~ adaptations.
4. List the anticipated time ~~per session~~ and frequency of sessions per week or month. The amount of service may not be stated as a range.
5. State the location where services and accommodations/adaptations will be provided (such as a general education classroom, resource room, etc.) Note: Location does not mean specific site.

Based on the unique needs of each student, the IEP team ~~should~~ shall consider any ~~of the following~~ services listed below that may be appropriate for the student and ~~should~~ shall document such services on the IEP accordingly.

#### 1. Supplementary Aids and Services

"Supplementary aids and services" ~~means are~~ aids, services, and other supports that are provided in general education classes ~~or~~ other education-related settings and ~~in~~ extracurricular and nonacademic settings to enable students with disabilities to be educated with students without disabilities to the maximum extent appropriate in accordance with LRE requirements.

The determination of which supplementary aids and services are appropriate for a particular

student shall be made on an individual basis. Supplementary aids and services may include the following: assistance of an itinerant special education teacher, related service provider, or paraprofessional; support or training for the general educator; use of resource services; provision of note takers; supports for extracurricular or other nonacademic activities; and supports for participation ~~in statewide or district~~ state- or district-wide achievement testing assessments.

## 2. Accommodations and Adaptations

NOTE: "Modifications" include accommodations and adaptations. Idaho uses the terms accommodations and adaptations to describe two separate instructional and assessment practices.

Accommodations and adaptations include any changes that allow students with disabilities the same opportunity as students without disabilities to participate in and benefit from the educational program, activities, and services of the district.

Accommodations are intended to make educational opportunities more accessible. This may involve the setting, communication modality, equipment, and/or supplemental aids and services. Examples include Braille editions, large print, pencil grips, ~~tape-recorders~~ audio recording, note takers, and computers with spell check.

Accommodations are changes in the curriculum, instruction, or testing format or procedures that enable students with disabilities to participate in a way that allows them to demonstrate their abilities rather than disabilities. Accommodations are generally considered to include assistive technology, as well as changes in presentation, response, timing, scheduling, and settings that do not fundamentally alter the requirements. Accommodations do not invalidate assessment results and do not fundamentally alter the requirements or course expectations.

Adaptations are changes in educational expectations for the student with a disability compared to peers without disabilities. These adaptations include actual changes in the general education curriculum and instruction or the use of an alternative or supplemental curriculum. Adaptations include strategies such as reading aloud the reading portion of a test, using spell/grammar check for language arts assessments, and substituting out-of-level testing. Adaptations fundamentally alter requirements and may invalidate assessment results ~~and or~~ provide non-comparable results. Examples include fewer concepts to be mastered, different test questions, and material at a different reading level.

Whenever the IEP team determines that accommodations and/or adaptations are needed to ensure academic progress, these shall be indicated in the IEP. Any accommodations and/or adaptations required in physical education, vocational education, and ~~statewide or district wide~~ state- or district-wide assessments shall be ~~included~~ documented in the IEP.

## 3. Assistive Technology Devices and/or Services

The district shall ensure that assistive technology devices and/or services are made available to a student, if required, as special education, related services, or supplementary aids and services. The following points are definitions and clarifications of terms:

- a. "Assistive technology device" means any item, piece of equipment, or product system, whether acquired commercially, modified, or customized, that is used to increase, maintain, or improve the functional capabilities of a student with a disability. The term does not include a device that is surgically implanted or the replacement of such device.

The district shall permit the student to use school-purchased assistive technology devices at home and in other settings if the IEP team determines that the student needs access to these devices in non-school settings to receive FAPE. An example of this would be to complete homework. The district may hold a parent/adult student liable for the replacement or repair of an assistive technology device that is purchased or otherwise procured by the district if it is lost, stolen, or damaged because of negligence or misuse at home or in another setting outside of school-time.

Assistive technology devices should be designed using "universal design" principles. The term "universal design" means a concept or philosophy for designing and delivering products and services that are usable by people with the widest possible range of functional capabilities. This includes products and services that are directly accessible (without requiring assistive technologies) and products and services that are ~~interoperable~~ compatible with assistive technologies.

- b. "Assistive technology service" means any service that directly assists a student with a disability in the selection, acquisition, or use of an assistive technology device. The term includes the following:
  - 1) an evaluation of the student's assistive technology needs, including a functional assessment in the student's customary environment;
  - 2) purchasing, leasing, or otherwise providing for the acquisition of assistive technology devices;
  - 3) selecting, designing, fitting, customizing, adapting, applying, maintaining, repairing, or replacing assistive technology devices;
  - 4) coordinating and using other therapies, interventions, or services with assistive technology devices, such as those associated with existing education and rehabilitation plans and programs;
  - 5) training or technical assistance for a student with a disability or, if appropriate, that student's family; and

- 6) training or technical assistance for professionals, including individuals providing education or rehabilitation services, employers, or other individuals who provide services or are otherwise substantially involved in the major life functions of a student with a disability.
- c. The district shall ensure that the hearing technology worn by students who are deaf or hard-of-hearing ~~students~~ in school are functioning properly.
- d. The district is responsible ~~to~~ for appropriately monitoring ing and checking ing surgically implanted devices to make sure the devices are functioning properly, if the team has determined that those services are necessary. This responsibility applies to devices that are needed to maintain the health and safety of the child, including breathing, nutrition, or operation of other bodily functions, while the child is at school or being transported to and from school ~~or is at school~~.

#### 4. Extended School Year Services

The district shall provide extended school year (ESY) services for students with disabilities who qualify for such services. The ESY programs for eligible students shall meet the requirements of FAPE. The student's educational program is based on individual needs and is not determined by what programs are readily available within the district. The student cannot be required to fail, or to go for an entire school year without ESY services, simply to prove a need. The IEP team shall consider the following in the development and provision of an ESY program:

- a. The term "extended school year services" means special education and/or related services that are provided beyond the regular school year:
  - 1) to a student with a disability;
  - 2) in accordance with the student's IEP; and
  - 3) at no cost to the parent/adult student.

The goal of ESY services is to assist students with disabilities with the emergence and maintenance of specific IEP goals addressed during the school year preceding the ESY. These may include goals related to independence, behavior, socialization, communication, and academics. The ESY services for special education students provide a different focus from general summer school programs.

- b. The ESY services shall be considered in light of the totality of the circumstances, including the following:
  - 1) Emerging skill: Few, if any, gains are made during the regular school year. A skill is in the process of emerging, and the IEP team believes that with ESY services the student would make reasonable gains; or

- 2) Regression-~~r~~Recoupment: The student ~~would regress to such an extent~~ in the absence of an educational program will experience significant regression -and the amount of time required to relearn a skill or behavior becomes so significant that the student would be unable to benefit from his or her special education; or
  - 3) Self-~~Sufficiency~~sufficiency: An interruption in services would threaten the acquisition of critical life skills that aid in the student's ability to function as independently as possible, thereby continuing the student's reliance on caretakers, including institutionalized care. Critical life skills relate to those skills that lead to independent functioning. Development of these skills can lead to reduced future dependency on ~~future~~ caretakers and enhance the student's integration with individuals without disabilities. Skills may include ~~such things as~~ toileting, feeding, mobility, communication, dressing, self-help, and social/emotional functioning.
- c. Decisions concerning ESY services shall be based on ~~collected student~~ performance data and written documentation. Types of data and information may include, but are not limited to, ~~the following:~~ those listed below.
- 1) Criterion-referenced test data: Consider daily/weekly probes or pre-test/post-test data.
  - 2) Norm-referenced test data: Consider pre-test/post-test data.
  - 3) Anecdotal records: Consider information collected throughout the school year.
  - 4) Physical, mental, or emotional health factors: Consider the educational, medical, and psychological records of the student as well as the prognosis or judgments of educators, medical personnel, parents, and others ~~that~~ who work with the student. Consider degenerative types of difficulties that may become intensified during breaks in educational programming.
  - 5) History: Consider evidence of past regression or past ESY services. The IEP team should not automatically assume that a student who has received ESY services in the past will be eligible for ESY services in the future, but it is a factor to consider.
  - 6) Data on observed performance: Consider data maintained on the student concerning performance observed in the classroom, during community-based activities, and as part of IEP progress monitoring.



- 7) Teacher interviews and recommendations: Consider progress reports by teachers, therapists, and others who have direct contact with the student before and after breaks in educational programming.
  - 8) Parent/Adult student input: Consider parent observations of the student, as well as parent/adult student requests for ESY services.
- d. The ESY services shall be clearly ~~delineated~~ described in an IEP. The district can meet this requirement by amending the current IEP using an amendment form or by developing a complete ESY IEP. See Section 1C of this chapter for more information.
  - e. The district may not limit ESY services to particular categories of disability or unilaterally limit the amount or duration of these services.

#### 5. Transportation

Transportation is a related service intended for a student whose disability requires ~~if special arrangements resulting from the student's disability are required to assist a student with a~~ disability for him or her to benefit from special education. The student's individual needs concerning his or her education are the main considerations in determining services—this includes transportation services.

The IEP team shall consider how the student's disability affects his or her need for transportation, including determining whether the student's disability prevents the student from using the same transportation provided to students without disabilities, or from getting to school in the same manner as students without disabilities. This includes transporting a preschool-age student to the site at which the district provides special education and related services to the student, if that site is different from the site at which the student receives other preschool or day-care services.

When the IEP team determines that special transportation is required and documents it on the IEP, all procedural safeguards under the IDEA shall be afforded to the student in matters concerning transportation.

Transportation needs may include, but are not limited to, the following:

- a. travel to and from school and between schools to access special education;
- b. travel in and around school buildings;
- c. specialized equipment including lifts and ramps, if required to provide special transportation; or
- d. other services that support the student's use of transportation, such as:

- 1) special assistance (e.g., an aide on the bus and or assistance getting on and off the bus);
- 2) safety restraints, wheelchair restraints, and or child safety seats;
- 3) accommodations (e.g., preferential seating, a positive behavioral support plan for the student on the bus, and or altering the bus route);
- 4) training for the bus driver regarding the student's disability or special health-related needs; or
- 5) attending non-academic and extracurricular activities, if required by the IEP.

6. Special Considerations

As appropriate, the IEP team shall also consider and include the issues listed below in the IEP ~~the following:~~

- a. If the student's behavior impedes his or her learning or that of others, the IEP team shall consider the use of positive behavioral interventions, supports and other strategies to address that behavior.
- b. If the student has limited English proficiency, the IEP team shall consider the language needs of the student. ~~Cognitive~~ A student's cognitive academic language proficiency (CALP) shall be determined ~~by administering appropriate language dominance tests~~ using the State adopted English language proficiency assessment.
- c. If the student is blind or visually impaired, the IEP team shall provide for instruction in Braille and the use of Braille unless the IEP team determines that Braille is not appropriate for the student. This determination can only be made after an evaluation of the student's reading and writing skills, needs, and appropriate reading and writing media (including an evaluation of the student's future needs for instruction in Braille or the use of Braille).
- d. The IEP team shall consider the communication needs of the student. In the case of the student who is deaf or hard of hearing, the IEP team shall consider the language needs of the student, opportunities for direct communication with peers and professional personnel in the student's language and communication mode, the student's academic level, and his or her full range of needs including opportunities for direct instruction in the student's language and communication mode.

**G. Statewide and Districtwide Achievement Testing**

Section 1111(b)(2) of the Every Student Succeeds Act (ESSA) requires includes requirements that all students participate in statewide assessments.

Students with disabilities ~~are to be included~~ shall participate in all ~~statewide-state-~~ and district-wide assessments. Participation rates and performance data, both aggregate and disaggregate, for students with disabilities are reported to the public annually.

The IEP team shall determine how the student will participate in ~~statewide-state-~~ and district-wide ~~assessments—without~~ assessments: without accommodations, with supports and accommodations, ~~with adaptations,~~ or by means of the ~~alternate assessment~~ AA. The IEP team determines ~~what~~ the supports and accommodations ~~and/or adaptations to~~ a student will use based on those that are used regularly by the student during instruction or classroom testing and on what is ~~listed~~ documented in the accommodations section of the IEP.

~~The IEP team shall determine whether the student meets the state criteria for the alternate assessment. It should be noted that some students might participate in parts of the regular assessment and parts of the alternate assessment. For example, a student may participate with accommodations in the regular reading portion of the statewide assessment and may participate in the math portion of the statewide assessment using the alternate assessment.~~

The following guidelines shall be used to determine how the student will participate in ~~statewide-state-~~ and district-wide assessments:

1. ~~Regular~~ General Assessment without Accommodations

The IEP team determines and documents in the IEP that a student with a disability can adequately demonstrate his or her knowledge, abilities, or skills on ~~statewide-state-~~ and district-wide assessments without accommodations.

2. ~~Regular~~ General Assessment with Supports and Accommodations

Appropriate supports and accommodations for students with disabilities shall be based on the individual needs of each student. ~~Accommodation~~ Supports and accommodations decisions are made by the IEP team and shall be recorded in the IEP. Accommodations should facilitate an accurate demonstration of academic achievement, developmental, and functional performance on ~~State-state-~~ and district-wide assessments. They should not provide the student with an unfair advantage or change the underlying skills that are being measured by the test. ~~Accommodations~~ Supports and accommodations shall be the same or nearly the same as those used by the student in completing classroom assignments and assessment activities. The supports and accommodations shall be necessary for enabling the student to demonstrate knowledge, ability, skill, or mastery of academic content. Accommodations *do not* invalidate test results.

Students taking state- and district-wide assessments with supports and/or accommodations shall be given opportunities to practice and become familiar with said supports and/or accommodations in the relevant test delivery system before they begin testing.

~~2. Regular Assessments with Adaptations~~

~~A student may be unable to demonstrate what he or she knows or is able to do without using an adaptation. However, an adaptation inherently circumvents the underlying skills that the test is measuring; therefore, an adaptation *a/ways* invalidates the assessment result. If an adaptation is included in the IEP for statewide and/or district wide assessments, it shall be one that the student uses in completing classroom assignments and assessment activities on a regular basis. Further, the use of an adaptation in statewide and district wide assessments shall be clearly coded on the student's score sheet.~~

~~The IEP team has the authority to make the decision that a student needs an adaptation in order to participate in statewide and district wide assessments, even though the adaptation *will* cause the student to score as "not proficient" and to be counted as NOT participating in the assessment under AYP determinations. All IEP team members, including the parent/adult student, shall understand (a) the possible consequences that could result from this decision and (b) its effect on diploma options and post school activities involving education, career opportunities, military service, and community participation.~~

3. Alternative Assessments based on Alternate Academic Achievement Standards (AAs)

~~The student cannot participate in some or all of the general assessments, the IEP shall contain a statement that includes the reason the student cannot participate in the general assessment and the alternate assessments—language arts, reading, math or science—in which the student will participate.~~ AAs are a statewide testing option intended only for those students with the most significant cognitive impairments, in lieu of the general education assessment, with or without supports and accommodations. Participation in AAs reflects the pervasive nature of a significant cognitive impairment and requires that a student meet all participation eligibility criteria. Students with the most significant cognitive impairments represent about 1% of the total student population.

The IEP team shall consider a student's eligibility to participation in AAs on an annual basis using the participation criteria listed below. The IEP team shall document the student's testing status in the appropriate sections of the IEP.

- a. ~~Students Eligible to Take Alternative Assessments based on Alternate Achievement Standards~~ A student must meet **all four** of the following participation criteria to qualify for the AA.

~~The IEP team shall find that the student meets all of the criteria listed below to determine that he or she is eligible to participate in the alternate assessment:~~

~~2)1)~~ The ~~student's demonstrated cognitive ability and adaptive behavior prevent completion of the general academic curriculum even with program accommodations and/or adaptations;~~student has a significant cognitive impairment.

~~3)2)~~ The ~~student's course of study is primarily functional skill and living skill oriented (typically not measured by State or district assessments); and~~student is receiving academic instruction that is aligned with Idaho Core Content Connectors and Extended Science Standards.

a) The student's instruction and IEP goals/objectives/benchmarks address knowledge and skills that are appropriate and challenging for the student.

~~4)3)~~ The ~~student is unable to acquire, maintain, or generalize skills in multiple settings and to demonstrate performance of these skills without intensive and frequent individualized instruction~~student's course of study is primarily adaptive skills oriented typically not measure by state or district assessments.

a) Adaptive skills are essential to living independently and functioning safely in daily life, and include, but are not limited to motor skills, socialization, communication, personal care, self-direction, functional academics, and personal health and safety.

~~5)4)~~ The student requires extensive direct individualized instruction and substantial supports to achieve measurable gains in the grade- and age-appropriate curriculum.

a) The student consistently requires individualized instruction in core academic and adaptive skills at a substantially lower level relative to other peers with disabilities.

b) It is extremely difficult for the student to acquire, maintain, generalize, and apply academic and adaptive skills in multiple settings, across all content areas, even with high-quality extensive/intensive pervasive, frequent, and individualized instruction.

~~a) c)~~ The student requires pervasive supports, substantially adapted materials, and individualized methods of accessing information in alternative ways to acquire, maintain, generalize, demonstrate, and transfer skills across multiple settings.

~~b. Students Not Eligible to Take Alternative Assessments based on Alternate Achievement Standards~~ Students shall not qualify to participate in Alternative Assessments based on Alternate Achievement Standards solely based on any of the following reasons:

~~c.b. Students are not to be included in Alternative Assessments based on Alternate Achievement Standards for any of the following reasons:~~

- ~~1) \_\_\_\_\_ The only determining factor is that the student has an IEP;~~ Having a disability
- ~~2) \_\_\_\_\_ The student is academically behind because of excessive absences or lack of instruction; or~~ Poor attendance or extended absences
- ~~3) \_\_\_\_\_ The student is unable to complete the general academic curriculum because of socioeconomic or cultural differences.~~ Native language/social, cultural or economic difference
- 4) \_\_\_\_\_ Expected poor performance or past basic/below basic performance on the regular education assessment
- 5) \_\_\_\_\_ Academic and other services student receives
- 6) \_\_\_\_\_ Educational environment or instructional setting
- 7) \_\_\_\_\_ Percent of time receiving special education services
- 8) \_\_\_\_\_ English Language Learner (ELL) status
- 9) \_\_\_\_\_ Low reading level/achievement level
- 10) \_\_\_\_\_ Anticipated disruptive behavior
- 11) \_\_\_\_\_ Impact of student scores on the accountability system
- 12) \_\_\_\_\_ Administration decision
- 13) \_\_\_\_\_ Anticipated emotional distress
- ~~14) \_\_\_\_\_~~ Need for accommodations (e.g., assistive technology/AAC) to participate in the assessment

#### H. LRE Explanation and Placement Decisions

The IEP shall explain the extent, if any, to which the student will *not* participate in the general education classroom, the general education curriculum, and/or extracurricular or other nonacademic activities.

In recommending the appropriate placement in the least restrictive environment (LRE) for the student with a disability, the IEP team shall consider the student's ~~needs~~ unique circumstances and the continuum of services available to meet those ~~needs~~ unique circumstances. The parent/adult student shall be involved in the placement decision. Removal from the general education environment occurs only when the nature or severity of the disability is such that education in general classes with the use of supplementary aids and services cannot be achieved satisfactorily. A student with a disability is not to be removed from age-appropriate general education classrooms solely because of needed accommodations and adaptations in the general education curriculum. In addition, a student with a disability shall be educated with students without disabilities in the general education classroom to the maximum extent appropriate.

NOTE: The district's reassignment of students (with or without disabilities) to another classroom or building in the district is *not* a change of placement for a student with a disability, as long as the IEP goals remain unchanged and the degree of interaction with peers without disabilities remains the same. Examples include, but are not limited to, dividing a class because of overcrowding; moving an entire grade level to a different building; ~~and or~~ going to a different school as a result of moving from one grade level to another grade level.

See Chapter 6 for more information on placement in the LRE

#### **I. Consent for Initial Provision of Special Education and Related Services**

The district shall make reasonable efforts to obtain informed consent from the parent/adult student before the initial provision of special education and related services ~~to~~ for the student.

If the parent/adult student communicates in writing ~~that~~, he or she refuses special education and related services following the evaluation and eligibility determination ~~of eligibility~~, the district shall not provide special education and related services to the student. If the parent/adult student fails to respond to a district's documented efforts to gain consent for initial provision of special education and related services, the district shall not provide special education and related services to the student. In both cases:

1. The district shall not be in violation of the requirement to provide FAPE to the student or the requirement to provide special education and related services;
2. The district shall not be required to convene an IEP team meeting or develop an IEP for the student; and
3. The district shall not use mediation and/or due process in order to obtain consent or a ruling allowing initial placement.

If the parent/adult student wishes to move forward with the provision of services stated on the IEP and placement in special education, consent for initial placement in special education shall be obtained after the development of an IEP. Consent means that the parent/adult student

understands and agrees in writing to the carrying out of the activity for which consent is sought.

**J. Parent/Adult Student Objection to the IEP**

If the parent/adult student disagrees with an IEP team's proposed IEP for the student, the parent or adult student may file a written objection to all or parts of the proposed IEP. If the parent/adult student files a written objection that is emailed, postmarked or hand delivered within ten (10) days of the date he or she receives written notice from the district of the proposed IEP, the changes to which the parent/adult student objects cannot be implemented for fifteen (15) calendar days, or as extended through mutual agreement by the district and the parent or adult student, while parties work to resolve the dispute. If the changes have already been implemented, implementation of those changes shall cease. The district and parent/adult student may use methods such as additional IEP team meetings, IEP facilitation, or SDE mediation to resolve the disagreement. If these attempts to resolve the dispute fail or are refused, the proposed IEP shall be implemented after fifteen (15) calendar days unless a due process hearing is filed to obtain a hearing officer's decision regarding the proposed IEP, unless it is an initial IEP. The written objection cannot be used to prevent the district from placing a student in an interim alternative educational setting (IAES) in accordance with the IDEA procedures for discipline of a student, or to challenge an eligibility/identification determination.

If the parent/adult student files a written objection to an IEP change or placement change proposed by the district any time *after* ten (10) calendar days of receiving written notice, the student shall remain in the placement described in the disputed IEP, and that IEP is implemented as written until the disagreement is resolved unless the parent/adult student and the district agree otherwise.

See Chapter 11 for information about the prior written notice requirements regarding the provision of FAPE and educational placement.

See Chapter 13 for more information about the various forms of dispute resolution including facilitation and mediation.

**K. Additional Transition Components for Secondary-Level IEPs**

Secondary transition services are defined as a coordinated set of activities for a student with a disability that are designed within a results-oriented process focused on improving the academic and functional achievement of the student to facilitate movement from school to post school activities including postsecondary education, vocational education, integrated employment (including supported employment), continuing in adult education, adult services, independent living, or community participation. The activities include instruction, community experiences, development of employment and other post school adult-living objectives and, if appropriate, acquisition of daily living skills and a functional vocational evaluation. These activities are based on the individual student's needs, taking into account the student's strengths, preferences and interests. The following are required components for all secondary students receiving special education services.



1. Beginning with the IEP to be in effect when a student is sixteen (16) years old (or younger if determined appropriate by the IEP team), the IEP shall include:
  - a. present levels of academic and/or functional performance ~~based on an age appropriate transition evaluation~~ and a functional vocational evaluation where appropriate;
  - b. appropriate measurable postsecondary goals based upon age appropriate transition assessments related to training, education, employment, and where appropriate, independent living skills;
  - c. transition services, including ~~courses~~ a course of study, that will reasonably enable the student in reaching postsecondary goals identified on the IEP which may include postsecondary education and training, employment and career counseling, community participation, independent living or adult services;
  - d. evidence that the student was invited to the IEP team meeting where transition services are to be discussed; if the student does not attend the IEP team meeting, the IEP team must take other steps to ensure the student's preferences and interests are considered;
  - e. ~~if appropriate,~~ evidence that a representatives of any participating agency was invited to the IEP team meeting with a prior consent of the parent or student who has reached age of majority; and
  - f. the graduation requirements for the student receiving special education services. Refer to Chapter 7 for more detailed information on documentation of high school graduation in the IEP.

The postsecondary goals and transition services shall be updated on the IEP annually.

2. Not later than the student's seventeenth (17th ) birthday, the IEP shall include a statement that the student and parent has been informed whether or not special education rights will transfer to the student on his or her eighteenth (18th ) birthday. Special education rights will transfer from the parent to the student when the student turns eighteen (18) years old unless the IEP team determines that:
  - a. the student is unable to provide informed consent with respect to his or her special education program; or
  - b. the parent has obtained legal guardianship.

(For more information on the transfer of rights, see Chapter 11)

3. When a student exits from special education as a result of ~~earning a regular diploma~~ complying with the Idaho Content Standards and such applicable district graduation

requirements or aging out, the district shall provide the student with a summary of his or her academic achievement and performance along with recommendations concerning how to assist the student in meeting postsecondary goals.

**L. Following the Meeting**

Following the IEP team meeting, a copy of the IEP and written notice of proposed or refused actions shall be given to the parent/adult student. IEPs and written notice should also be given to the parent/adult student whenever a change is made to the IEP or upon request.

Each general education teacher, special education teacher, related service provider, and any other service provider who is responsible for implementing any portion of the IEP shall have access to the IEP and be informed of his or her specific responsibilities. This includes being informed of any specific accommodations, adaptations, or supports that shall be provided to the student to ensure that the IEP is implemented appropriately.

**Section 3. IEP Reviews**

**A. Annual Reviews**

Each student's IEP shall be reviewed at least annually by the IEP team, once every year (365 days). Meetings may be held any time throughout the school year, as long as the IEP is reviewed annually and is in effect at the beginning of each school year. Either at or after the annual review, written notice that the new IEP changes will be implemented shall be provided to the parent/adult student.

The IEP review includes the following purposes:

1. to determine whether the student's annual goals have been achieved;
2. to revise the IEP if there is any lack of expected progress toward annual goals and in the general education curriculum, where appropriate;
3. to determine whether any additional assessments are necessary and to address the results of those conducted;
4. to address information about the student provided to, or by, the parent/adult student;
5. to address the student's anticipated needs;
6. to monitor the continuing eligibility of the student based on an evaluation or review of a variety of data, which may include formal or informal assessment, progress toward IEP goals and when applicable objectives and benchmarks/~~objectives~~;

7. to write a new IEP; and
8. to consider a reevaluation to determine if a student is no longer eligible and special education services should be discontinued.

#### **B. IEP Amendments**

In making changes to a student's IEP after the annual IEP team meeting for a school year, the parent/adult student and the district may agree in writing not to convene an IEP team meeting for the purposes of making such changes, and instead may develop a written document to amend the student's current IEP. The parent/adult student will be provided with a revised copy of the IEP with the amendments incorporated. The annual review date remains the date of the original IEP.

If the parent/adult student believes that the student is not progressing satisfactorily or that there is a problem with the current IEP, he or she may request an IEP team meeting. The district shall grant any reasonable request for such a meeting. If the district refuses to convene an IEP team meeting requested by the parent/adult student, the district shall provide written notice to the parent/adult student, including an explanation of why the district has determined the meeting is unnecessary.

If any other member of the IEP team feels that the student's placement or IEP services are not appropriate, that team member may request an IEP team meeting.

Each general education teacher, special education teacher, related service provider, and any other service provider who is responsible for implementing any portion of the amended IEP shall have access to the amendment and be informed of his or her specific responsibilities.

### **Section 4. IEPs for Transfer Students**

Idaho Administrative Procedures Act [IDAPA 08.02.03.109.04(f)] requires the new (receiving) district to request a copy of the eligibility documentation and most current IEP within two (2) school days. Within five (5) school days of receiving this information, the new district determines if a new assessment is required. In the meantime, if the parent agrees, an interim IEP may be developed and implemented, or the existing IEP implemented. If there is no agreement, the student is placed in general education. Within fourteen (14) calendar days the receiving district will request the full educational record of the transferring student from the former school.

#### **A. Transfer from an Idaho School District**

When a student with a disability transfers school districts with a current IEP in Idaho, the district shall provide the student with FAPE. This includes services comparable to those described in the previously held IEP, in consultation with the parent/adult student, until such

time as the district adopts the previously held IEP or develops, adopts, and implements a new IEP. The receiving district shall request, as soon as possible, but no more than two (2) school days, the eligibility documents and the most current IEP from the sending district. Once the district has formally received a request for a student's record from another Idaho district, the district shall forward copies or the original documents as soon as possible, but no more than five (5) school days, of the request. Within fourteen (14) calendar days the receiving district will request the full educational record of the transferring student from the former school. If originals are sent, the sending district shall maintain a copy for audit purposes.

Note: The current IEP shall be implemented if a new IEP cannot be developed within five (5) school days of the student's enrollment or if a reevaluation will be taking place.

**B. Transfer from an Out-of-State District**

When a student with a disability transfers from out of state to an Idaho school district with a current IEP in that other state, the district shall provide the student with FAPE. This includes services comparable to those described in the previously held IEP, in consultation with the parent/adult student, until such time as the district conducts an evaluation, if determined necessary, and develops, adopts, and implements a new IEP.

**C. Transfer to an Out-of-State District**

Within ten (10) school days of receiving a request from an out of state school district for copies of eligibility documentation and a transferring student's IEP, a district shall send the requested information to the receiving district.

**Section 5. IEPs for Children from the Infant/Toddler Program**

**A. Interagency Agreement and Protocols**

The school district, as the local lead agency for Part B, shall initiate the development of a signed interagency protocol with the regional Infant/Toddler Program (ITP) of the Department of Health and Welfare (DHW), the lead agency under Part C of the IDEA. The protocol shall be in accordance with the current state Interagency Agreement for Early Childhood Special Education Services and Early Intervention for Children Ages Two through Five.

The protocol will outline the obligations of each agency to ensure:

1. a smooth and effective transition of children served under Part C to early childhood special education services (ECSE) under Part B;
2. by the child's third birthday, eligibility for Part B services has been determined and an IEP or Individual Family Service Plan (IFSP) has been developed and implemented; and

3. each district and agency shall participate in transition planning conferences.

NOTE: A child, who turns three (3) after May 1, has been determined eligible for Part B services, and parental consent has been obtained for initial placement for Part B services, can be served as outlined in the IFSP by the ITP until school starts in the fall. This is the case unless specified differently in the local interagency protocol.

#### **B. Part C to Part B Transition Planning**

In the case of a child who may be eligible for ECSE services, the district shall participate in a transition planning conference with the family arranged by the ITP. The conference will be conducted at least ninety (90) calendar days (and up to nine (9) months at the discretion of all parties) before the child's third (3<sup>rd</sup>) birthday to discuss eligibility requirements under Part B of the IDEA, needs and concerns of the child and family, and any services the child may receive.

The ITP has the responsibility to:

1. notify the school district and SDE of potentially eligible children;
2. invite and coordinate a transition planning meeting to review the process to determine eligibility and assess service options available;
3. establish a plan for facilitating the transition of the toddler with a disability to early childhood special education services;
4. provide the district with ~~a copy of the Child Outcome Summary Form (COSF) completed at exit~~ current IFSP, all addendums/outcomes to the most recent IFSP, other progress reports, evaluations and assessments if within the last six months; and
5. upon invitation, attend the initial IEP team meeting.

The school district has the responsibility to:

1. make contact with the family and provide notice of procedural safeguards and written information about the Part B and early childhood special education services (this information may be provide in person, at a transition conference, or by mail);
2. attend and participate in the transition planning meeting;
3. determine eligibility and develop an IEP or IFSP prior to child's third birthday;
4. ~~consider the Part C COSF exit outcome data to help determine Part B early childhood entry outcome data;~~
5. 4. invite ITP representatives, at the request of the parent, to the initial IEP team meeting; and

- ~~6.5.~~ obtain consent for initial provision of special education and related services under Part B.

**C. IEP or IFSP Required**

1. By the child's third (3<sup>rd</sup>) birthday, the district shall have an IEP or IFSP in place for each student three (3) through five (5) years old who is eligible for ECSE services.
2. In developing the IEP, the IEP team shall consider the content of the IFSP including:
  - a. the least restrictive environment statement; and
  - b. the educational component that promotes school readiness, pre-literacy, language and numeracy skills.
3. The IFSP may serve as the IEP of the child, if:
  - a. agreed by the district and the child's parents;
  - b. a detailed explanation of the differences between the IFSP and the IEP is provided to the parents;
  - c. parental written informed consent is obtained; and
  - d. developed according to the IEP procedures outlined in Section 2 of this chapter. If the district elects to use an IFSP, the district is required to implement only the educational components of the IFSP.

**D. Consent and Notice Requirements**

1. Notice Announcing Initial IEP Team Meeting: The district shall inform the parents of their rights to request the participation of ITP representatives at the initial IEP team meeting for children previously served by Part C.
2. Release of Information: The district shall obtain written parental consent for the release of information to obtain pertinent student records from non-educational agencies such as ITP, developmental disabilities agencies, medical providers, day-care centers, and Head Start.
3. Assessments: At the transition planning conference, if further assessments are necessary to determine eligibility, the student's present levels of academic and functional performance, and goals or services on the IEP, informed consent to evaluate is required. (Parental consent for assessment under Part B is required even though the parent may have given consent earlier under Part C). Otherwise, only written notice to inform the parent of the district's decision to use the current evaluation data, and not to conduct any further assessments, shall be provided to the parent. The parent shall also

be informed of his or her right to request additional assessments.

4. Consent for Initial Provision of Special Education and Related Services: Parental consent for the initial provision of special education and related services and written notice for the implementation of the IEP or IFSP under Part B is required. Eligibility, initial provision of services, and LRE placement shall be documented for Part B services.

### Section 6. Students with Disabilities in Adult Prisons

The following requirements apply for students with disabilities ages eighteen (18) to the semester when they turn twenty-one (21) who are convicted as adults under Idaho law and incarcerated in adult prisons:

1. A student identified as a student with a disability, who is eligible for special education, and who is convicted as an adult and incarcerated in an adult prison, is not subject to child find, but if already identified is entitled to FAPE until age twenty-one (21).
2. The student will not participate in statewide assessments.
3. Transition planning and services do not apply if the student will remain in prison beyond the semester of his or her twenty-first (21<sup>st</sup>) birthday.

The IEP team may revise the student's IEP and placement, regardless of the LRE requirements, if the state has demonstrated a bona fide security or other compelling penological interest that cannot be otherwise accommodated.

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## CHAPTER 6: LEAST RESTRICTIVE ENVIRONMENT

The IDEA states that, to the maximum extent appropriate, all students with disabilities, three (3) to twenty-one (21) years of age, are to be educated with age appropriate peers who are nondisabled. This is known as the least restrictive environment (LRE). The LRE is the appropriate balance of settings and services to meet the student's individual needs. The district shall have an array of services and a continuum of educational setting options available to meet the individual LRE needs of each student.

An appropriate LRE is one that enables the student to make reasonable gains toward goals identified in an individualized education program (IEP) while being educated with peers who are nondisabled to the maximum extent appropriate as determined by the IEP team on a case by case basis. The student's IEP shall indicate the LRE for the student and explain to what extent, if any, the student will or will not participate in the general education classroom environment, the general education curriculum, and extracurricular or other nonacademic activities. This provision includes students with disabilities placed in public or private institutions or other care facilities.

Special classes, separate schooling, and other removals of a student with a disability from the general education environment may occur only when the nature or severity of the disability is such that education in the general education class, even with the use of supplementary aids and services, cannot be achieved satisfactorily.

### Section 1. Least Restrictive Environment Considerations

#### A. When to Make and Review Placement Decisions

1. Placement decisions for a student with a disability are made following the determination of the individual needs, goals, and required services.
2. Placement decisions are revisited at least annually by the IEP team, which includes the parent/adult student and other persons knowledgeable about the student, the meaning of the evaluation data, and the placement options available.
3. Placement decisions are reconsidered, as appropriate, when an IEP team is convened to review a student's academic, functional, or developmental progress.

#### B. Considerations in Placement Decisions

LRE decisions are made, at least annually, individually for each student. The IEP team shall consider the following when determining the LRE in which the IEP can be implemented:

1. IEP Goals and Services: The student's goals and services are developed prior to the

determination of the services and settings. The services and settings needed by each student with a disability must be based on the student's unique needs that result from his or her disability, not on the student's category of disability.

2. Age Appropriate Peers: Students with disabilities shall be educated with age-appropriate peers to the maximum extent appropriate. A student with a disability is not removed from age-appropriate general education environments solely because of needed accommodations and/or adaptations in the general education curriculum.
3. School of Attendance: A student with a disability shall be educated in the school he or she should attend if not disabled unless the IEP requires some other arrangement. In such case, the child's placement shall be based on the child's IEP and as close to possible to the child's home.
4. Harmful Effects: Consideration shall be given to any potential harmful effect on the student or on the quality of services the student needs.
5. Accommodations and/or Adaptations: A student with a disability is not removed from general education settings solely because of needed accommodations and/or adaptations in the general education curriculum.
6. Participation in Nonacademic and Extracurricular Services and Activities:
  - a. A student with a disability shall be allowed to participate with students without disabilities in nonacademic and extracurricular services and activities to the maximum extent appropriate. These services and activities may include meals, recess, field trips, counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the district, referrals to community agencies, career development, and assistance in making outside employment available.
  - b. The IEP team determines the supplementary aids and services that are appropriate and necessary for the student to participate in nonacademic settings and extracurricular services and activities.

### **C. Documentation of Placement Decisions**

If the student will not participate *entirely* in the general education classroom, curriculum, and/or nonacademic and extracurricular activities, the IEP shall include a written explanation justifying the IEP team's decisions including the consideration of supplementary aids and services. The district shall provide the parent/adult student with prior written notice whenever the IEP team proposes to change or refuses to change the educational placement of the student.

## Section 2. District Responsibility for Continuum of Settings and Services

The continuum of settings includes instruction in general classes, special classes, special schools, home instruction and instruction in hospitals and institutions. In addition, the continuum makes provision for supplemental services, such as resource services or itinerant instruction, to be provided in conjunction with the general classroom. In determining appropriate settings and services for a student with a disability, the IEP team shall consider the student's needs and the continuum of alternate placements and related services available to meet those needs. Regardless of placement, the student shall be given appropriate access to the general education curriculum, as determined by the IEP team. The district shall be able to justify the available continuum of services and placement decisions for individual students.

All LRE considerations also apply to preschool students' ages three (3) to five (5) years with disabilities who are entitled to receive a free appropriate public education (FAPE). Settings for implementing IEPs for students of legal kindergarten-age are the same as for all other school-age students. Settings for implementing IEPs for preschool-age students may include public or private early childhood programs. Public schools that do not operate early childhood programs for preschool students without disabilities are not required to initiate such programs solely to satisfy LRE requirements. IEP teams in public schools that do not have an inclusive public preschool that can provide all the appropriate services and supports to meet the individual needs of preschool students with disabilities, shall explore alternative methods to ensure LRE requirements are met for preschool students ages three (3) to five (5) years, which may include:

1. providing opportunities for participation (even part-time) of preschool students with disabilities in public or private regular early childhood programs operated for preschool students without disabilities by other agencies, such as Head Start;
2. placing preschool students with disabilities in the following:
  - a. private early childhood programs for preschool students *without* disabilities; or,
  - b. private early childhood programs or other community-based early childhood settings that integrate students *with and without* disabilities; and,
3. locating classes for preschool students with disabilities in elementary schools.

See Chapter 11 for information regarding prior written notice requirements that apply to proposed or refused changes in educational placement.

## Section 3. Federal Reporting of LRE

The IEP includes a section for reporting the educational environments required for the Federal Child Count (annual report of children served collected on any date between October 1 and

December 1 of each year). This section is for reporting the amount of time the student spends in the general education environment, with or without special education and related services. After determining the LRE and the educational environments in which the student will receive their general education instruction and special education services, the IEP team will document the educational environment for federal reporting.

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## CHAPTER 7: DISCONTINUATION OF SERVICES, GRADUATION, AND GRADING

### Section 1. Discontinuation of Services

#### A. Students Who Are No Longer Entitled to Services

The district will follow appropriate procedures to discontinue special education services to students who are no longer entitled to those services.

##### 1. Student No Longer Meets Eligibility Criteria

If it is suspected that a student no longer meets the eligibility criteria for the IDEA, the evaluation team will conduct a reevaluation and arrange to have additional assessments conducted if necessary. If the student is no longer eligible under the Idaho eligibility standards, the district will provide the parent/adult student with written notice of this decision prior to discontinuing special education services.

##### 2. Student Completes Requirements for a ~~Regular~~ High School Diploma

The district's obligation to provide special education services ends when the student meets the district and State requirements that apply to all students for receipt of a ~~regular~~ high school diploma without adaptations. Although this is considered a change of placement, a reevaluation is not required. Prior to graduation and the discontinuation of special education services the district shall:

- a. provide the parent/adult student with written notice of the district's obligation to provide special education services ends when the student ~~obtains a regular high school diploma~~ has met the Idaho High School Graduation and such applicable district requirements; and
- b. provide the parent/adult student with a written summary of academic achievement and functional performance which shall include recommendations to assist the student in meeting his or her postsecondary goals. This summary is known as the Summary of Performance (SOP).

##### 3. Student Reaches Maximum Age

For students who have not yet met ~~their~~ the Idaho High School graduation and such ~~high school~~ graduation requirements, the district's obligation to provide special education services ends at the completion of the semester in which the student turns twenty-one (21) years of age. This is considered a change of placement that does not require a reevaluation. If a student is turning twenty-one (21), the district shall:

- a. provide the parent/adult student with written notice the district's obligation to provide special education services ends at the completion of the semester in which the student turns twenty-one (21) years of age; and,
- b. provide the parent/adult student written summary of academic achievement and functional performance which shall include recommendations to assist the student in meeting his or her postsecondary goals. This summary is known as the Summary of Performance (SOP).

## **B. Change in District Obligation to Provide Services**

Under certain circumstances, a student may continue to be eligible for special education services, but the district's obligation to provide services changes.

### **1. Transfer to Another District**

When a student is no longer a legal resident of the district, the district will forward the student's special education records electronically or by mail within five (5) calendar days of the request from the new district. The records shall include, at least, the student's most recent individualized education program (IEP) and eligibility documentation. The sending district will retain copies or originals of the most recent five (5) years of programmatic and fiscal records, including IEPs and eligibility documentation. During an audit, ~~Child Count verification~~, or monitoring, this documentation may be needed to demonstrate that the student was eligible for special education and received special education services from the district. Note: Districts are required to maintain Medicaid-related records for six (6) years. See Chapter 11 for more information.

### **2. Enrollment in Private School or Receives Homeschooling**

When a parent/adult student withdraws a student from public school and enrolls him or her in a private school or provides homeschooling, the district's responsibilities vary depending on the circumstances. See Chapters 2 and 9 for more information.

### **3. Dropouts**

When a student drops out of school, written notice will be sent to the parent/adult student and a copy of the notice will be placed in the student's special education confidential file. If the student reenrolls and is still eligible for special education, the previous IEP can be implemented if it is current and appropriate. A new IEP shall be developed if needed.

## **C. Parent/Adult Student Revokes Consent for Special Education Services**

When a parent/adult student revokes consent for special education services in writing, prior written notice shall be provided specifying when the special education and related services will cease. Note: A parent/adult student has the right to revoke consent for IEP services in their

entirety, not service by service. The written notice shall include a statement indicating the district stands ready, willing, and able to provide FAPE should the student remain eligible for special education services.

## Section 2. Graduation

Graduation means meeting district and State requirements for receipt of a ~~regular~~ high school diploma. If a student is not granted a ~~regular~~ high school diploma or if the high school diploma is granted based on completion of adapted graduation requirements, the student is entitled to receive a free appropriate public education (FAPE) through the semester in which he or she turns twenty-one (21) years of age or determined no longer eligible as a result of a reevaluation. A General Education Development (GED) certificate does not meet the Idaho Content Standards and district requirements that are comparable to a ~~regular~~ high school diploma. The IEP team considering a student with a disability's graduation from high school making these decisions shall include a district representative knowledgeable about ~~State~~ Idaho Content Standards and ~~local~~ such applicable district graduation requirements.

### A. Individualized Education Program (IEP) Team Requirements Regarding Graduation

1. Determine whether the student will meet all state and local requirements to be eligible to graduate from high school and anticipated graduation date.
2. Develop the course of study in collaboration with the Parent Approved Student Learning Plan required for every student prior to the end of eighth (8th) grade. The Student Learning Plan will be reviewed annually and may be revised at any time.
3. Beginning no later than the end of the student's ninth (9th) grade, review annually the student's course of study, identify and make changes to the course of study needed for the student to meet graduation requirements.
4. Document any accommodations and adaptations made to the district's and State's regular graduation requirements on the student's behalf.

#### a. Graduation Requirements with Accommodations

Accommodations to graduation requirements are determined by the IEP team and are deemed necessary for the student to complete graduation requirements. Further:

- 1) Accommodations to graduation requirements must specifically address completion of the student's secondary program.
- 2) Accommodations will maintain the same level of rigor to the district and State graduation requirements. For example, a teacher may

use different instructional strategies or alternate methods for assessing the student's acquisition of skills that are equally rigorous.

- 3) Accommodations made to any district or State graduation requirement shall be stated in the student's IEP.

b. Graduation Requirements with Adaptations

Long-term consequences for the student shall be considered when adaptations are made to graduation requirements. Further:

- 1) Adaptations to graduation requirements shall specifically address completion of the student's secondary program.
- 2) Adaptations may alter the level of rigor required in the district or State graduation requirements. Examples of adaptations include changes made to course content, objectives, or grading standard that alter the level of rigor but will not include exempting or excluding the student from an opportunity to pursue or meet the Idaho Content Standards.
- ~~0) Adaptations of any district or State graduation requirement shall be stated on the student's IEP. The team shall discuss with the parents the effect of adaptations on regular education diploma and FAPE.~~

~~4. Demonstration of Proficiency of State Content Standards State Board of Education rule (IDAPA 08.02.03.105.06) requires that each student achieve a proficient or advanced score on the Grade 10 Idaho Standards Achievement Test (ISAT) in math reading and language usage in order to graduate. Each student's IEP will include a statement of how the student will demonstrate proficiency on the Grade 10 Idaho Standards Achievement Test as a condition of graduation. If the method to demonstrate proficiency is different than meeting proficient or advanced scores on the high school ISAT or the ISAT Alt, a student with an IEP may meet this requirement by:~~

- ~~e. achieving the proficient or advanced score on the Idaho Standard Achievement Test (ISAT) or, for eligible students, on the Idaho Standard Achievement Test—Alternate (ISAT-Alt); or~~
- ~~f. demonstrating proficiency on the content standards through some other locally established plan; or~~
- ~~g-c. having an IEP that outlines alternate requirements for graduation or documents assessment adaptations (adaptations that will invalidate the assessment score).~~

**B. Graduation Ceremonies**

A special education student who completes his or her secondary program through meeting

graduation requirements or criteria established on his or her IEP will be afforded the same opportunity to participate in graduation ceremonies, senior class trips, etc., as students without disabilities. ~~It should be noted the p~~Participation in a graduation ceremony does not, ~~in and of itself, equate to the receipt of a regular~~ mean that the student will receive a high school diploma or indicate the completion of a secondary program.

### Section 3. Transcripts and Diplomas

#### A. Transcript

The transcript serves as a record of individual accomplishments, achievements, and courses completed. Transcripts shall adhere to the following conditions:

1. Accommodations that allow the student to complete and demonstrate that he or she has met graduation requirements will not be noted on the transcript.
2. Adapted course work may be noted on the transcript if the parent/adult student is informed in advance and the designation is not discriminatory or identify the student as having a disability or receiving special education.
3. Course designations, titles, or symbols that are used solely to identify adapted course work that is taken by students with disabilities will not be used.

#### B. Diploma

1. For students who are eligible for special education services, the district will use a ~~regular~~ the high school diploma at the completion of their secondary program through meeting graduation requirements or criteria established on his or her IEP; this includes students who meet the graduation requirements with accommodations and/or adaptations.
2. A modified or differentiated diploma or certificate may not be used for students who are eligible for special education unless the same diploma or certificate is granted to students without disabilities in the same graduating class.

### Section 4. Grades, Class Ranking, and Honor Roll

Grades earned by students with disabilities will not be categorically disregarded or excluded from district wide grade point average (GPA) standing. The district may establish objective criteria for class rankings, honors, etc., that weight courses according to degree of difficulty or exclude non-core courses so long as such practices are nondiscriminatory.

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## CHAPTER 8: CHARTER SCHOOLS

Federal law requires that students with disabilities be offered educational choices comparable to those offered to students without disabilities. One of these choices is the opportunity to attend a public charter school. Each public charter school, whether a charter school within a district or a charter school LEA (Local Education Agency), shares in the obligation to accept and appropriately serve students with disabilities under the IDEA in the same manner as any other public school.

The LEA charter school board of directors/trustees is required to adopt and ensure that the LEA implements this Manual.

### Section 1. Definition and Parent/Student Rights

#### A. Definition of Charter Schools

In Idaho, a charter school is a public school authorized by Section 33-5205, Idaho Code. A charter school operates as a nonprofit, publicly funded, nonsectarian school in one of three ways:

1. as a school within a district, if authorized by the local board of trustees of a school district (LEA);
2. as a school authorized by the district, but operating as a separate LEA; or
3. as its own LEA, if authorized by the Idaho Public Charter School Commission or a college or university.

A charter school is bound by the conditions of its charter, all applicable state and federal law.

#### B. The Rights of Charter School Students and Their Parents

A charter school student is a public school student. Students with disabilities who attend charter schools and their parents have all of the same rights granted to students who attend other public schools. These rights are provided under the IDEA: the Elementary and Secondary Education Act (ESEA); the Every Student Succeeds Act (ESSA); Section 504 of the Rehabilitation Act (Section 504), the Americans with Disabilities Act (ADA); and the Family Education Rights and Privacy Act (FERPA). Idaho law specifically states that charter schools cannot discriminate against any student on any basis prohibited by federal or state constitutions or any federal, state or local law.

1. Charter schools must have open enrollment that includes:
  - a. giving all students an equal opportunity to attend

- b. being open and accessible to all students, including students with disabilities; and
  - c. admitting students on the basis of a lottery if more students apply for admission than can be accommodated
- 2. A charter school shall not adopt an admission standard, policy or procedure that would have the effect of prohibiting or discouraging a student with a disability from enrolling or attending, or have the effect of prohibiting or discouraging a parent of a student with a disability from enrolling his or her child in the charter school by:
  - a. establishing an examination or other academic criteria for admission;
  - b. requiring any activity in which the school is unwilling to accommodate or adapt their curriculum or academic standards to meet the needs of the student with a disability; and
  - c. requiring any activity in which the school suggests implicitly or explicitly that another school district would be a better placement or more capable of providing special education services or delivering education instruction (commonly referred to as “counseling out”).
- 3. A charter school must provide every student with a disability a Free and Appropriate Public Education (FAPE), which shall include appropriate special education services starting the first day of school or upon the first day the student enrolls and begins attending school.

Under Idaho state law, the charter of an authorized charter school outlines specific mission statements, policies and procedures, and the manner by which special education services will be provided.

## Section 2. Responsibility for Services

### **A. Charter School Authorized by the District and Not an LEA (See definition in Section 1.A.1)**

The district is ultimately responsible to ensure that the requirements of the IDEA are met with respect to students attending charter schools authorized by the district. A charter school’s compliance with the IDEA, Part B, is required regardless of whether the charter school receives any Part B funds.

- 1. To ensure that a charter school authorized by the district meets the IDEA requirements, the district shall ensure services to students with disabilities attending the charter schools are provided in the same manner as the district serves students with disabilities

in its' other schools, including providing supplementary and related services onsite at the charter school to the same extent to which the district has a policy or practice of providing such services on the site to its' other public schools.

2. The district shall have information on file with the State Department of Education (SDE) that demonstrates students with disabilities who attend charter schools authorized by the district will receive special education and related services from either the district or the charter school (or a combination of both).
3. The district will ensure that its charter schools participate in all monitoring activities conducted by the SDE.
4. The district shall provide Part B funds and comparable services to the charter school within the district on the same basis as it provides such funds to other public schools within the district.

**B. Charter School Operating as an LEA** (See definition in Section 1.A.2)

Charter schools authorized by the Idaho Public Charter School Commission ~~or a college or university~~ are automatically LEAs. ~~A district authorized school may with the approval of the district become an LEA.~~ A charter school LEA, whether virtual or brick-and-mortar or combination thereof, has an obligation to accept and appropriately serve students with disabilities and is solely responsible to ensure that the requirements of the IDEA are met with respect to students enrolled. Compliance with the IDEA, Part B, is required regardless of whether the public charter school receives any Part B funds. A charter school LEA shall:

1. participate in all monitoring activities conducted by the SDE; and,
2. in its first year of operation, participate in an onsite technical assistance visit by an SDE special education team to ensure that the essential components of a special education program are in place.

~~Section 3. Essential Components of a Special Education Program~~

~~The Idaho charter school law requires each petition for a charter to describe the manner by which special education and related services will be provided to eligible students with disabilities.~~

~~Prior to approving a petition for a charter school, the authorizing entity shall ensure the petition includes:~~

- ~~4. provisions for nondiscriminatory enrollment procedures to be publically displayed on the charter school's website and in the charter school's enrollment application form;~~

- ~~5. adequate plans, policies, procedures, contractual or other arrangements, and budget to ensure that students with disabilities attending the charter school will receive special education and related services that meet all the requirements of the IDEA. The petition should describe how the charter school will:~~
- ~~— have special education and related services as identified in student IEPs, in place by the first day of the school year;~~
  - ~~— conduct Child Find activities and evaluations;~~
  - ~~— develop, review, and revise IEPs in accordance with state and federal law;~~
  - ~~— employ and use qualified special education personnel;~~
  - ~~— meet LRE requirements;~~
  - ~~— implement the IDEA discipline procedures; and~~
  - ~~— protect student and parent rights.~~
- ~~13. provisions to employ special education and related services professionals who are appropriately licensed and/or certificated for the duties they are assigned;~~
- ~~14. a provision for professional development plan for the training needs of special education personnel as well as general education teachers in order to meet the needs of students with disabilities who are enrolled in the charter school;~~
- ~~15. a plan that ensures access to charter school programs, as required by the ADA. This plan may include the actual location of the school, classrooms, and settings within the classrooms to permit access by students with disabilities;~~
- ~~16. a transportation plan for special education students who may, because of the nature of their disabilities, be entitled to specialized transportation as a related service, even if the charter school does not provide transportation to other students; and~~
- ~~17. 1. provisions for notifying the authorizing entity in the event that a formal complaint or due process hearing request is filed by or on behalf of a charter school student.~~

### Section ~~4~~3. Charter Schools and Dual Enrollment

Under Section 33-204, Idaho Code, parents of public charter school students “shall be allowed to enroll the student in a public school for dual enrollment purposes.” Special education services (specially designed instruction and services calculated to meet the unique needs of a student with a disability) shall be the obligation of the public charter school. The district shall

allow public charter school students who are eligible for special education and who are otherwise qualified to participate in school programs under the dual enrollment law to:

1. enroll in general education courses under the same criteria and conditions as students without disabilities; and
2. receive accommodations in the general education courses for which they are enrolled on a 504 plan, if needed.

Public charter school students may not dually enroll solely for special education. The Board of Directors/Trustees of the public charter school and the traditional school district shall adopt procedures governing dual enrollment.

For detailed requirements and responsibilities governing dual enrollment of charter school students, see Section 33-203, Idaho Code.

## Section 54. Funding

### A. State Funds

The SDE will make apportionment payments (from state general funds) to each charter school based on attendance figures. The SDE will pay state funds directly to charter schools using the funding formula described in state law. A charter school may also be eligible for the following funds:

1. state funds for special education students who live in licensed group, foster, or personal care services homes under the provision of Section 33-1002B, Idaho Code;
2. district-to-agency contract funds under a provision of Section 33-2004, Idaho Code;
3. funds to serve high numbers of students with emotional ~~disturbance~~ behavioral disorder under Section 33-2005, Idaho Code; and
4. state enhancement funding sources.

### B. Federal Funds

The SDE disburses federal flow-through funds to all authorized local education agencies (LEAs).

1. Charter School as Part of a District (not an independent LEA)

The district provides funds under Part B to those charter schools that are part of the district on the same basis as the district provides funds and comparable services to the other public schools. This includes proportional distribution based on relative enrollment of students with disabilities. This distribution is made at the same time as the district distributes funds to their

other public schools and must be consistent with Idaho's charter school law. The individual school's approved charter will identify whether the district will provide funding or services of comparable value.

- a. The amount of funds or comparable services will generally be equal to the per student amount the district is allocated from the SDE in the current year multiplied by the charter school's Child Count from the previous school year.
- b. Under certain circumstances the district shall allocate Part B funds to an eligible charter school based on the number of special students enrolled and served in the current school year.
  - 1) The district will allocate funds to a charter school within five (5) months of opening or significantly expanding its enrollment if the charter school notifies the district at least 120 calendar days before it opens or significantly expands its enrollment due to a significant event that is unlikely to occur on a regular basis (such as the addition of one or more grades or educational programs in major curriculum areas), and it takes place before the first Friday in February~~1~~.
  - 2) When these conditions are met, the district will allocate funds to the charter school as follows:
    - i. If the opening or expansion occurs prior to the first Friday in November~~1~~, the charter school will be allocated funds in the current school year based on the current school year's Child Count.
    - ii. If the opening or expansion occurs after the first Friday in November~~1~~ but before the first Friday in February~~1~~, the charter school will be allocated a pro-rata share of funds in the current school year based on the number of enrolled special education students with active IEPs 30 days after the opening or expansion. The pro-rata share will be the number of days the charter school will be open or expanded, divided by the number of days in the school year, multiplied by the number of special education students.
  - 3) If the opening or expansion occurs on or after the first Friday in February~~1~~, the charter school will be allocated funds in the following school year based on the following school year's Child Count.
- c. For school districts that have authorized a virtual charter school and the charter school's students are enrolled in the district but live outside district boundaries and receive education outside the district, the SDE will determine the district's

Part B funding in the following way:

- 1) The calculation of the district's allocation will be made exclusive of the charter school's enrollment and special education enrollment (student count).
- 2) After calculating the allocations for all districts using the federal funding formula and the distribution formula for any supplemental award, the SDE will determine the statewide average per-student allocation.
- 3) The SDE will add to the district's base allocation an amount equal to the statewide average per-student allocation times the number of students with disabilities enrolled in and determined to be eligible for and receiving special education services.

**2. Charter School Operating as an LEA**

Public charter schools that are LEA's are responsible for adopting and implementing approved policies and procedures for special education and providing an assurance that funds will be used in accordance with Part B allowable uses.

- a. In the second and subsequent years of operation, Charter School LEAs will be allocated Part B funds in the same manner as all school districts – in accordance with the federally prescribed funding formula for the distribution of flow through funds.
- b. The policy for providing federal special education funds to new charter LEAs in the first year of operation, as required by federal regulation, includes the following steps:
  - 1) The LEA submits its Child Count as required by IDEA.
  - 2) A SDE Special Education Monitoring Team visits the new LEA to review the files of the students reported on the Child Count.
  - 3) The monitoring team determines the number of students meeting all eligibility requirements and receiving appropriate special education and related services.
  - 4) Based upon the number of students determined to be eligible, amounts of first- year Part B funds for allocation to the charter LEA are calculated as follows:
    - i. The statewide average per-student amount of Part B funding in the current year is determined.



- ii. That amount is multiplied by the number of students who meet all eligibility requirements and are receiving appropriate special education services to determine the total allocation.
- 5) The charter LEA then shall complete the Part B application documents. These include:
  - i. Assurances and Policies and Procedures Adoption
  - ii. Maintenance of Effort Assurance
  - iii. ~~Title~~IDEA Part B Budget Form
- 6) Once the application is submitted and approved, the charter LEA may begin drawing down these funds for the approved special education purposes.

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## CHAPTER 9: PRIVATE SCHOOL STUDENTS

Note: For the purposes of this Manual, the term “private school student” is the same as a “nonpublic school student.” A homeschool student is not considered a private school student. A student who is enrolled in a virtual public school is not considered a homeschooled student for the duration that they attend that virtual public school.

The IDEA and ~~Idaho Administrative Code~~ IDAPA includes the following:

- statutory and regulatory language, which states that students who are voluntarily enrolled in private schools are not entitled to all of the same services, including the right to a free appropriate public education (FAPE), as public school students;
- district responsibilities for special education students under Idaho’s dual enrollment law; and
- the legal requirements that come into play when a parent unilaterally enrolls his or her child in a private school and asks the district for reimbursement of these costs.

### Section 1. Definitions of Private School Placements

In order to describe the district’s responsibilities for serving private school students, it is helpful to distinguish three separate ways that students are placed in private schools. These are defined by who enrolls or places the student in a private school and why.

#### A. Definition of Voluntary Enrollment by a Parent

A parent may choose to enroll his or her child in a private school for a variety of personal reasons, such as to obtain a religious education, to attend a school with a particular philosophy or curriculum, or because the parent is dissatisfied with the services offered or provided by the district. This is considered a voluntary enrollment. See Section 2 and Section 4 of this chapter for district responsibilities. Note: The IDEA distinguishes between for profit and nonprofit private schools. If a student is placed in a for profit private school by their parents the service plan provisions do not apply.

#### B. Definition of District Placement

At times, the district may place a student in a private school or facility to fulfill its obligation to provide FAPE. These placements are always made by an individualized education program (IEP) team in accordance with the requirements of Section 3 of this chapter.

**C. Definition of Unilateral Placement by Parents when FAPE is an Issue**

A parent may enroll a student in a private school or provide services from a private provider at parental expense. The parent may initiate a due process hearing to seek reimbursement for the costs associated with the placement from the district. All students who are placed by a parent when FAPE is an issue are also voluntarily enrolled in a private school. Specific information regarding a parent's request for reimbursement of costs of student enrollment in a private school in this situation is included in Section 5 of this chapter.

**Section 2. Students Voluntarily Enrolled by Parents**

**A. District Consultation with Private School Representatives** (may be done in coordination with Title 1 requirements for consultation)

To ensure timely and meaningful consultation a district will consult with private nonprofit elementary and secondary school representatives and representatives of parents of parentally placed private school students with disabilities during the design and development of special education and related services for the students. The consultation process shall include:

1. **Child Find:** The Child Find process and how parentally placed private school children suspected of having a disability can participate equitably, including how parents, teachers, and private school officials will be informed of the process.
2. **Proportionate Share of Funds:** The determination of the proportionate amount of federal special education funds available to serve parentally placed private school children with disabilities under this subparagraph, including the determination of how the amount was calculated. Refer to Section 2G of this chapter for information regarding the calculation of the proportionate share of funds.
3. **Determination of Special Education and Related Services:** Given the amount of funds to be dedicated by the district, the discussion will include the consideration of how, where, and by whom special education and related services will be provided for parentally placed private school students with disabilities, including:
  - a. types of services, including direct services and alternate service delivery mechanisms;
  - b. how such services will be apportioned if funds are insufficient to serve all students;
  - c. how and when these decisions will be made; and
  - d. how the provided services will be evaluated.

4. Ongoing Communication: Clarify how the private school and district will operate throughout the school year to ensure that parentally placed private school students with disabilities identified through the Child Find process can meaningfully participate in special education and related services. Annual consultation is not required to make these decisions. The district determines the period between consultations based on changing circumstances within the district, such as significant changes in the total amount of funds to be expended and/or the number and location of private school students with disabilities.
5. Written Affirmation: When timely and meaningful consultation has occurred:
  - a. the district will obtain a written affirmation signed by the representatives of participating private schools;
  - b. if the representatives do not provide the affirmation within a reasonable period of time the district will forward the documentation of the consultation process to the State Department of Education (SDE).
6. District Decisions: Following consultation with the private school representatives, the district will make final decisions concerning items a-d addressed above in number 3.
7. Written Explanation by the District Regarding Services: If the district disagrees with the views of the private school officials on the provision of services or the types of services, whether provided directly or through a contract, the district will provide to the private school officials a written explanation of the reasons why the district chose not to provide services directly or through a contract.

**B. Compliance with Consultation Process**

1. General Compliance: A private school official has the right to submit a complaint to the SDE that the district:
  - a. did not engage in consultation that was meaningful and timely; or
  - b. did not give due consideration to the views of the private school official.
2. Procedure for Complaint
  - a. If the private school official wishes to submit a complaint, the official will provide the basis of the complaint to the SDE consistent with the procedures provided in Chapter 13.
  - b. ~~The~~ In response the district will forward the appropriate documentation to the SDE.

- c. The SDE will render a written decision determining whether the district complied with the consultation process requirements and provide the decision to the district and private school official.
- d. If the private school official is dissatisfied with the decision of the SDE, the official may submit a complaint to the Secretary of the US Department of Education by providing the basis of the complaint against the district to the Secretary, and the SDE will forward the appropriate documentation to the Secretary.

### C. Child Find Requirements

The district shall have an ongoing Child Find system to locate, identify, and evaluate all students with disabilities ages three (3) through twenty-one (21) who are educated within the district's geographic boundaries. This includes students who have been placed by a parent in a private nonprofit elementary or secondary school (including a religious school) located in the district regardless of the student's state or local residency. Note: Parents can also ask the district of residence (assuming it is different than the district where the private school is located) to evaluate their student. Both districts would have Child Find responsibilities and cannot share information between the districts without written parental consent. The district of residence would have Child Find responsibilities for students placed in for-profit schools and for children aged three (3) to five (5).

The Child Find process will be designed to encompass the following:

1. The Child Find process will ensure the equitable participation of parentally placed private and homeschool students with disabilities.
2. Child Find activities for private school students will be similar to Child Find activities for public school students, which include the evaluation process within comparable timelines.
3. The district will consult with private school representatives and representatives of parents who place their children in private schools regarding the Child Find procedures.

Note: The cost of Child Find is not counted toward the pro-rated proportionate share that the district must spend on services.

### D. Annual Count of Eligible Students

The district shall conduct an annual count of eligible students and report to the State Department of Education the number of private school children evaluated, the number found eligible and the number who are provided with special education services. Students aged three (3) to five (5) must have their special education services identified on an IEP ~~since Idaho does not have state funded preschool programs~~ or a Service Plan. This count will be used to

determine the amount of funds the district shall expend providing special education and related services to private school students in the next school year (see Section 2E). The district will consult with representatives of private school students to determine how to conduct the count.

**E. Provision of Services**

Provision of services applies to all eligible students who attend non-profit private elementary and secondary schools within the district's geographical boundaries regardless of where they reside. Parentally placed private school students with disabilities do not have an individual right to receive some or all of the special education and related services that the student would receive if enrolled in a public school. Services offered to parentally placed private school students are determined through the district and private school consultation process.

**1. District Responsibilities**

- a. Private school students with disabilities may receive a different amount of services than public students with disabilities; they are not entitled to every service or the amount of service that they would receive if enrolled in public school. This means that it is possible for a private school student to receive only a related service or piece of equipment.
- b. Special education and related services provided to parentally placed private school students with disabilities, including materials and equipment, will be secular, neutral and non-ideological.
- c. The district is required to offer FAPE to private school students who reside in their district, including when the student attends a private school outside of the district boundaries. Unless the parent makes clear their intention to keep their child in the private school, the district of residence must develop an IEP.
- d. Services may be provided at a public school building or another agreed upon site (including parochial schools to the extent consistent with the law) determined by the district in consultation with appropriate representatives of private school students.
- e. Services provided to private school students with disabilities must be provided by personnel meeting the same standards as personnel providing services in the public schools.

**2. Eligibility for Services**

If an evaluation team determines that a student needs special education and related services:

- a. The district of residence shall offer to make FAPE available upon enrollment in a district public school. The district of residence must develop an IEP for the



student who is parentally placed in private school unless the parent makes clear an intent not to consider public school enrollment. The district has no obligation to implement that IEP unless the student enrolls in the public school.

- b. If the parent chooses not to enroll the student in the district of residence and designated funds are available in the district in which the private school is located, a meeting will be held to develop a Services Plan (SP). The meeting will include a representative of the private school to develop a SP. The SP is developed by the same members that would constitute the IEP team.
- c. Any services the district provides to a private school student shall be in accordance with an SP.

### 3. Service Plan (SP) Development

The SP shall describe the specific special education and related services that will be provided to the student in light of the determinations that have been made by the district. To the extent appropriate, the district shall initiate and conduct meetings to develop, review, and revise SPs in accordance with the following requirements:

- a. Given the services that the district has elected to provide to private school students, the SP must meet the requirements of the IEP to the extent appropriate (see Chapter 5). The SP excludes sections pertaining to:
  - 1) extended school year (ESY) services;
  - 2) participation in statewide and district wide assessments;
  - 3) placement determination (least restrictive environment);
  - 4) Child Count federal report settings; and
  - 5) elements that, although typical for an IEP, would be inappropriate given the services the district has elected to provide.
- b. An SP shall be in effect at the beginning of each school year and accessible to each person responsible for its implementation.
- c. Meetings shall be held to review and revise SPs at least annually to address any lack of student progress toward goals and in the general education curriculum.
- d. The SP team members include the same members as an IEP team. The district will ensure that a representative of the private school attends these meetings or participates by some other means.
- e. A parent shall be invited to SP meetings at a mutually agreed upon date and

time. The invitation must indicate the purpose, time, and location of the meeting. The parent shall be informed that he or she may bring other persons knowledgeable about the student to the meeting. A copy of the SP will be given to the parent.

- f. The team developing the SP will consider the student's strengths and results of the most recent evaluations. The private school general education teacher should participate in the development, review, and revision of the SP.
- g. If necessary for a private school student to benefit from or participate in the services the district has elected to provide, the district shall provide transportation from the student's school or home to the site where services will be provided. The district shall take the student back to either the private school or the home, depending on the timing of the services. In this sense, transportation is not a related service but a means of making the services offered accessible. Transportation costs may be included in the district's expenditure requirement. The district is not required to transport the student from home to the private school.

#### **F. Dispute Resolution**

Due process hearings are available to parents of private school students only on the issue of Child Find and evaluation. Parents may challenge decisions regarding the provision of services by filing a state complaint with the SDE. (See Chapter 13 for more information on dispute resolution options.)

#### **G. Determining the Proportionate Funding for Private School Students**

IDEA requires school districts to dedicate at least a proportionate share of funds received under Part B to provide services for parentally placed students with disabilities who attend private schools within the boundaries of the district, regardless of their place of residence. To determine this proportionate amount, the district shall first determine the number of these private school students through the Child Find activities developed in the consultation process with private school representatives.

The number of parentally placed private school students is divided by the total (public and private) number of students with disabilities in the district to arrive at the percentage of private school students with disabilities. This percentage is then applied to the total funding received by the district under Part B grants Section 611 (ages three (3) to twenty-one (21) and Section 619 (ages three (3) to five (5) to determine the district's obligation.

Example for the XYZ School District:

- a. The number of parentally placed private school children within the district on December 1, 2017: **10**

- b. The number of public school children with disabilities on December 1, 2017: **90**
- c. Percentage of private school children with disabilities: A divided by A+B = **10%**
- d. Total Part B funds allocated for school year 2017-2018: **\$150,000**
- e. Amount the district shall spend on providing special education and related services to parentally placed private school students in 2017-2018: C x D = **\$15,000**
- 1. State and local funds may supplement but may not supplant the proportionate amount of federal funds required to be expended for parentally placed private school children with disabilities.
- 2. The costs of private school consultations and of carrying out Child Find activities may not be paid from the proportionate share of funds.
- 3. The cost of any special education or related service, such as direct service, consultation, equipment, materials, or transportation may be used to determine that the district has satisfied its expenditure requirement for private school students with disabilities.
- 4. If all proportionate funds set aside for private school students in a given fiscal year are not expended in that year they shall be carried forward into the next year for the purpose of providing equitable services.

**H. Expenditure Guidelines**

- 1. The district may place equipment and supplies that are purchased with Part B funds in a private school for a period of time needed for a program for eligible students with disabilities; however, the district shall:
  - a. retain title and exercise continuing administrative control over all equipment and supplies;
  - b. ensure that all equipment and supplies are used only for Part B purposes;
  - c. ensure that all equipment and supplies can be removed without remodeling the private school; and
  - d. remove equipment and supplies if necessary to prevent unauthorized use.
- 2. The district may use Part B funds to pay an employee of a private school to provide services to students with disabilities when the employee performs the services:
  - a. outside of his or her regular hours of duty; and
  - b. under public supervision and control.

3. Part B funds shall not be used to:
  - a. finance the existing level of instruction in the private school or otherwise benefit the private school;
  - b. meet the needs of the private school; or
  - c. meet the general needs of students enrolled in the private school.
4. Part B funds shall not be used for repairs, remodeling, or construction of private school facilities.
5. If it is possible for classes to include students enrolled in both public and private schools, then the classes must not be organized separately on the basis of school enrollment or religion.
6. The district shall not appropriate any funds to private schools controlled by any church, sectarian, or religious denomination.

### Section 3. Students Placed by the District

When the district places a student with a disability in a private school or facility, as a means of providing special education services through the IEP team process, the district shall ensure the following:

1. All special education procedures and timelines are followed.
2. Special education and related services are provided in accordance with an IEP.
3. A representative of the private school or facility attends or participates in the meeting to develop the IEP. If the representative cannot attend other measures such as conference telephone calls will be used to ensure participation.
4. The responsibility for reviewing and revising IEPs remain with the district.
5. Services are provided at no cost to the parent, including reimbursement to the parent for transportation and other costs associated with participation at an IEP team meeting conducted in a geographical area outside the jurisdiction of the district.
6. The placement in the private school or facility is the least restrictive environment for that student.
7. The student is provided an education that meets state and district standards.
8. The student is afforded the same rights as students with disabilities who attend public

schools.

9. The parent is afforded the same rights as parents of students attending public schools.

In accordance with federal and state law, the SDE shall approve special education programs in private schools and facilities. The district shall ensure a program is approved prior to placing a student in that school or facility.

At the discretion of the district, once a student with a disability enters a private school or facility, meetings to review and revise the IEP may be initiated and conducted by the private school or facility. If the private school conducts a meeting, the district shall ensure that the parent and a district representative are involved in and agree to any proposed changes in the IEP before the changes are implemented.

#### Section 4. Dual Enrollment of Private School Students by Parents

According to Idaho Code, parents of private school students “shall be allowed to enroll the student in a public school for dual enrollment purposes.” Private school students who are dually enrolled are considered to be nonpublic school students. The district shall allow private school students who are eligible for special education and who are otherwise qualified to participate in school programs under the dual enrollment law to:

1. enroll in general education courses under the same criteria and conditions as students without disabilities; and
2. receive accommodations in the general education courses for which they are enrolled on a Section 504 plan, if needed.

Private school students may not dually enroll solely for special education and/or related services. The dual enrollment statute does not establish an entitlement to FAPE for a student with a disability. This means that there is no individual right to receive some or all special education services that the student would receive if enrolled in public school.

The reporting of attendance for private school students in the district is allowed under dual enrollment. If a student attends at least 2.5 hours per week without rounding hours, he or she shall be included in the weekly aggregate attendance. The average daily attendance (A.D.A.) is computed as .5 if the aggregate weekly hours are 2.5 or greater but less than 4.0 hours. When there are 4.0 hours or greater, divide by 4 to get the A.D.A.

Dually enrolled private school students could also be eligible to receive services that have been agreed upon through the district and private school consultation process. These services would be delivered through a SP.

## Section 5. Unilateral Placement of Student by Parents when FAPE is an Issue

### A. General Provisions for Reimbursement to the Parent

1. The district is required to make FAPE available to all eligible students with disabilities. If parents do not access FAPE, then the district is required to make provisions for private school students to receive Part B services consistent with Section 2E of this chapter.
2. The district is not required to pay for costs of tuition, special education, or related services and associated costs at a private school or facility for a student who was unilaterally placed there by a parent if the district made FAPE available to the student in a timely manner. If a parent disagrees with the availability of FAPE and there is a question about financial responsibility, the parent may request a due process hearing.
3. If the parent of a student with a disability enrolls the student in a private elementary or secondary school, without the consent of the district, a court or hearing officer may order the district to reimburse the parent for the costs of unilaterally placing the student in a private school if the court or a hearing officer determines that:
  - a. the district had not made FAPE available to the eligible student in a timely manner prior to the time the parent enrolled the student in the private school; and
  - b. the parent's placement is appropriate.
4. A hearing officer may find a student's placement in a private school or facility by a parent appropriate even if the private school or facility does not meet state standards. A private school will be deemed appropriate if the parent demonstrates that the private placement provides educational instruction specially designed to meet the unique needs of the child with a disability, supported by such services as are necessary to permit the child to benefit from that instruction.

### B. Denial or Reduction of Reimbursement to the Parent

A court or hearing officer may reduce or deny reimbursement to a parent for the cost of a unilateral placement in a private school or facility under the following circumstances:

1. The parent did not inform the district that he or she rejected the placement proposed by the district to provide FAPE and did not state his or her concerns and intent to enroll the student in a private school. This notification by the parent shall be provided to:
  - a. the IEP team at the most recent IEP team meeting prior to removing the student from the public school; or
  - b. the district, in writing, at least ten (10) business days (including any holidays that

occur on a business day) prior to removing the student from public school.

2. Prior to removal of the student from the public school, the district informed the parent of its intent to evaluate the student (including a statement of the purpose of the evaluation that was appropriate and reasonable), but the parent did not make the student available for the evaluation.
3. A judicial decision finds unreasonableness with respect to the actions taken by the parent.

Reimbursement shall not be reduced or denied under any of the following circumstances:

1. The district did not notify the parent of his or her obligation to provide the notice set forth in number 3 above or the district prevented the parent from providing that notice.
2. The parent had not received written notice.
3. The district's proposed placement would likely result in physical harm to the student.

Reimbursement may not be reduced or denied at the discretion of a court or hearing officer for failure to provide this notice if:

1. The parents are not literate or cannot write in English, or
2. The district's proposed placement would likely result in serious emotional harm to the student.

## Section 6. Out of State Students Residing in Residential Facilities

For school-age special education students from outside the state of Idaho who, due to the nature and severity of their disabilities, are residing in licensed public or private residential facilities within the state of Idaho, the school district in which the residential facility is located will provide education services to such students if requested by the licensed public or private residential facility and an agreement is entered into with the residential facility. The district will be given the opportunity to provide input on any federally required education programs or plans for such students.

### A. Contract for Education Services

The contract with a residential facility will include the following provisions:

1. The education services to be provided by the district.
2. The amount to be paid by the licensed public or private residential facility.

The amount paid will be equal to the district's full cost of providing the education services delineated by the contract as determined by the district. Such students will be excluded from all average daily attendance and other reports provided to the state that would result in the distribution of state funding to the district.

In the event a residential facility fails to sign a contract with the district agreeing to pay the full cost for providing education services, the school district in which the residential facility is located will not be responsible for providing education services to the out-of-state students residing in the residential facility.

**B      Determining Residency**

In determining whether a student is from outside the state of Idaho, the school district in which the residential facility is located will determine the primary residency of the student's parent or guardian. Proof of Idaho residency will be established by showing an Idaho motor vehicle driver's license, payment of Idaho state income taxes, or other documentation evidencing residency within the state of Idaho.



~~Documents Affirmation of Consultation with Private School Officials and  
Representatives of Parents~~

~~P.L. 108-448 Individuals with Disabilities Education Improvement Act (IDEA)  
requires that timely and meaningful consultation occur between the district and  
private school representatives.~~

~~The following topics are to be discussed during the consultation:~~

~~The Child Find process and how parentally placed private school students  
suspected of having a disability can participate equitably, including how parents,  
teachers, and private school officials will be informed of the process;~~

~~The determination of the proportionate amount of Federal funds available to  
serve such students, including the determination of how the amount was  
calculated;~~

~~The consultation process among the district, private school officials, and  
representatives of such students, including how such process will operate  
throughout the school year to ensure that such students identified through the  
Child Find process can meaningfully participate in special education and related  
services;~~

~~How, where, and by whom special education and related services will be provided  
for such students, including a discussion of types of services, including direct  
services and alternate service delivery mechanism, how such services will be  
apportioned if funds are insufficient to serve all [such students], and how and  
when these decisions will be made; and~~

~~If the district and a private school official disagree on the provision of services or  
types of services, the district will provide a written explanation of its decision to  
the private school official~~

~~The district shall obtain a written affirmation signed by the representatives of participating private schools. If such representatives do not provide such affirmation within a reasonable period of time, the district shall forward documentation of the consultation process to the State Department of Education (SDE).~~

~~A private school official shall have the right to submit a complaint to the SDE that the district did not engage in consultation that was meaningful and timely or did not give due consideration to the views of the private school official. The district shall forward the appropriate documentation to the SDE. If the private school official is dissatisfied with the decision of the SDE, such official may submit a complaint to the Secretary of Education by providing the basis for the noncompliance.~~

~~Provision of equitable services shall be provided by employees of the district or through contract by the district with an individual, association, agency, organization, or other entity. Special education and related services provided to such students, including materials and equipment, shall be secular, neutral, and non-ideological.~~

~~The control of funds used to provide special education and related services, and title to materials, equipment, and property purchased with [Federal special education] funds shall be in the district for the uses and purposes provided, and the district shall administer the funds and property.~~

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\_\_\_\_\_  
\_\_\_\_\_

~~District Official~~

~~Date~~

~~Private School Official~~

~~Date~~

~~\_\_\_\_\_~~

~~\_\_\_\_\_~~

~~\_\_\_\_\_~~

~~District Name & Number~~

~~Private School Name~~

~~We agree that the district provided timely and meaningful consultation regarding  
the bulleted items above.~~

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## CHAPTER 10: IMPROVING RESULTS

This chapter reflects the changes in the IDEA that focus on improving educational outcomes, analyzing and reporting data to the public, and ensuring that personnel who work with students with disabilities are prepared to meet their unique needs.

### Section 1. Monitoring Priorities and Indicators

~~IDEA requires increased accountability for programs serving students with disabilities. Monitoring priorities include both performance and compliance goals. Accountability areas established by IDEA include a free appropriate public education (FAPE) in the least restrictive environment (LRE), Effective General Supervision, and Disproportionality. Each priority area encompasses specific performance indicators. These indicators include both performance and compliance components. Data on those indicators shall be collected, submitted to the State Department of Education (SDE), and publicly reported annually. That data shall be used to evaluate the effectiveness of programs and identify strategies to improve student outcomes.~~

The Idaho State Department of Education (SDE) is responsible for the design and implementation of a system of general supervision that monitors the fulfillment of the Individuals with Disabilities Education Act (IDEA) of 2007. The activities under the Idaho Special Education Results Driven Accountability (RDA) Monitoring System monitor local education agencies (LEAs) for results and compliance. Based on stakeholder input, the monitoring system includes a focus on providing supports to LEAs to meet the requirements of IDEA.

The Guiding Principles of the Results Driven Accountability Monitoring System are:

- A. Improving educational results and functional outcomes for all students with disabilities, and ensuring that Idaho meets the program required by IDEA, with a particular emphasis on those requirements that are most closely related to improving education results for students with disabilities.
- B. The RDA Monitoring System provides the framework for the SDE to partner with (LEAs to be mutually responsible for student outcomes and is designed to guide and support districts in their pursuit of preparing students with disabilities to persevere in life and be ready for college and careers. To meet the general supervision requirements, the SDE will conduct an annual review of each LEA's performance on a pre-identified set of results and compliance indicators and special conditions areas. Data from the annual review will be compiled into the RDA Determination Report.

The district is required to submit timely and accurate data from which the district's performance will be calculated based on the indicators in the Idaho's State Performance Plan,

posted online annually on the SDE website.

### A. SDE Responsibility

As part of the SDE general supervision responsibilities, the SDE is required to collect, review, and analyze data on an annual basis to determine if the state and districts are making ~~adequate~~ progress toward the required performance goals. This accountability process includes:

1. measuring performance on goals both for the state and the districts;
2. monitoring based on district ~~performance~~ result and compliance data with the IDEA, and progress made toward meeting state goals;
3. identifying districts in one of the following RDA Determination categories: Meets Requirements, Needs Assistance, Needs Intervention, Needs Substantial Intervention;
- ~~3.4.~~ Identifying districts in of the following Differentiated Levels of Support categories: Support and Guiding, Assisting and Mentoring, Directing;
- ~~4.5.~~ providing professional development and technical assistance statewide and targeted technical assistance to districts demonstrating the highest needs;
- ~~5.6.~~ reporting to the public on the state and districts' performance on state goals; and
- ~~6.7.~~ developing and submitting an Annual Performance Report/State Performance Plan, as needed, to address state performance on required goals.

### B. District Responsibility

Progress on the state's performance goals is directly linked to the districts' efforts and progress in these same areas. On an annual basis and as part of the SDE's general supervision and accountability, the district shall:

1. ensure the data it collects and reports to the SDE regarding special education students and personnel is accurate;
2. use data-based decision-making procedures to review and analyze data to determine if the district is making adequate progress toward performance goals; and
3. adjust strategies, as needed, to meet goals and improve student outcomes.

## Section 2. Comprehensive Early Intervening Services (CEIS)

Under the IDEA, the district may use up to 15% of its IDEA Part B allocation in any fiscal year to

provide comprehensive early intervening services (CEIS) for students in kindergarten through grade twelve (12), (with a particular emphasis on students in kindergarten through grade three (3) who are not currently identified as needing special education or related services, but who need additional academic and behavioral support to succeed in a general education environment.

These funds may be used for activities that include:

1. Professional development for teachers and other school staff to enable such personnel to deliver scientifically based academic and behavioral interventions, including scientifically based literacy instruction, and, where appropriate, instruction on the use of adaptive and instructional software
2. Providing educational and behavioral evaluations, services, and supports, including scientifically based literacy instruction.

Should a district be found in having significant disproportionality as provided under Part B, the district shall use 15% of its IDEA Part B allocations to provide comprehensive coordinated early intervening services.

#### **A Budget Requirements**

If the district chooses to use IDEA Part B funds in any fiscal year to provide CEIS, the district will budget the amount used to provide these services, up to a maximum of 15% of the total allocation, in the Part B budget that is submitted annually to the SDE as part of the Part B and Preschool Application.

#### **B Reporting Requirements**

When the district uses IDEA Part B funds to provide CEIS, an annual report shall be submitted to the SDE on:

1. The number of children who received CEIS; and
2. The number of children who received CEIS and subsequently receive special education and related services during the preceding two (2) year period.

#### **C Relationship between FAPE and CEIS**

CEIS provided by the district shall not be construed to either limit or create a right to FAPE under the IDEA or to delay appropriate evaluation of a student suspected of having a disability.



### Section 3. Personnel

The district shall ensure that personnel working with students with disabilities meet the qualifications established by the SDE and have the content knowledge and skills to meet the needs of these students.

#### A. Appropriate Certification or Licensure

Public school personnel shall meet the appropriate certification or licensure requirements for position assignments. Complete certification standards for personnel providing special education or related services may be found in the handbook titled Idaho Standards for the Initial Certification of Professional School Personnel. This handbook is available from the SDE ~~Division of Certification~~ Certification and Professional Standards Department.

The lists that follow are examples only. They do not include every possible position or licensing situation. For more information call the SDE ~~Division of Certification~~ Certification and Professional Standards Department at (208) 332-6800.

1. The following special education and related services positions require individuals who are employed by the district to be certificated and to meet any additional licensure requirements:
  - a. audiologist;
  - b. consulting teacher;
  - c. counselor;
  - d. director of special education;
  - e. early childhood special education teacher;
  - f. school psychologist;
  - g. special education teacher;
  - h. speech-language pathologist; and
  - i. supervisor/coordinator of special education.
2. Some special education service providers need both licensure in their area of expertise and certification from the SDE.
  - a. School nurses are certificated by the SDE and licensed by the State Board of Nursing.

- b. School social workers are certificated by the SDE and licensed by the Bureau of Occupational Licenses.
3. Some special education service providers must meet the licensure or certification requirements in their respective professions, but certification from the SDE is not required.
  - a. Occupational therapists and physical therapists are licensed by the ~~State Board of Medicine~~ Idaho Bureau of Occupational Licenses.
  - b. Vocational education teachers are certificated by the Idaho Division of ~~Professional Technical~~ Career and Technical Education.
  - c. Vocational rehabilitation counselors must meet national standards for Certified Rehabilitation Counseling (CRC) to be employed by the Idaho Division of Vocational Rehabilitation.
4. ~~Individuals who used a consultant specialist provision or a letter of authorization in the past are no longer able to use these emergency certificates as an alternative for individuals to become certificated teachers in Idaho~~ An emergency provisional certificate cannot be used as an alternative for individuals to become certificated teachers in Idaho. The district shall use the alternative authorization options to request alternative endorsement/certification when a professional position cannot be filled with someone who holds the appropriate endorsement/certification.

## **B. Shortage of Personnel**

If there is a shortage of qualified personnel, the district shall take measurable steps to recruit and hire qualified personnel to provide special education and related services to students with disabilities. However, when a professional position cannot be filled with an individual who has the appropriate certification, vacant positions may be filled with personnel on the following approved alternate pathways to teaching:

1. Teacher to New Certification: An individual holds a Bachelor's degree and a valid teaching certificate without full endorsement in area of need. The candidate works towards completing a preparation program for special education certification and is employed by the district.
2. Content Specialist: An individual who is uniquely qualified in an area and holds a Bachelor's degree. The candidate works towards completing a preparation program while employed by the district. The preparation program must include mentoring, one classroom observation per month until certified, and prior to entering the classroom; the candidate completes an accelerated study in education pedagogy.
3. Non-Traditional Route to Certification: An individual may acquire interim certification

through a non-traditional alternative route to teacher certification that is approved by the State Board of Education. During the interim certification, teaching shall be done in conjunction with a two year mentoring program approved by the State Board of Education.

Further information and all requirements for each alternative route to certification are available in Idaho Administrative Code (IDAPA 08.02.02).

Nothing in the IDEA creates a right of action ~~for due process~~ on behalf of a student or class of students for failure to employ qualified staff.

### **C. Paraprofessionals, Assistants, and Aides**

The district may employ paraprofessionals, assistants, and aides who are appropriately trained and supervised to assist in the provision of special education and related services to students with disabilities if they meet standards established by the SDE (find the “Standards for Paraprofessionals Supporting Students with Special Needs” on the SDE website).

Appropriate duties to be performed by paraprofessionals are:

1. provide one-on-one services for students as specified in the students’ IEP;
2. assist with classroom management and organizing materials;
3. provide assistance in a computer lab or media center;
4. conduct parental involvement activities;
5. act as a translator;
6. assist in provision of services only under the direct supervision of a certified teacher or related service provider, specifically:
  - a. a teacher/related service provider plans instruction and evaluates student achievement; and
  - b. the paraprofessional works in conjunction with the teacher or related service provider as determined by the student’s IEP.

A special education paraprofessional working in a Title I school-wide program shall be qualified as demonstrated by the competencies listed in the ESEA.

1. All Title I paraprofessionals must have a secondary school diploma or its recognized equivalent.
2. Additionally, except as noted below, paraprofessionals hired after January 8, 2002, and

working in a program supported with Title I, Part A funds must have:

- a. Completed two years of study at an institution of higher education (In Idaho, this is thirty-two (32) credits from an accredited university or college); **or**
- b. Obtained an associate's (or higher) degree; **or**
- c. Met a rigorous standard of quality and be able to demonstrate, through a formal State or local academic assessment, knowledge of and the ability to assist in instructing, reading, writing, and mathematics (or, as appropriate, reading readiness, writing readiness, and mathematics readiness) (in Idaho this is the ETS Parapro Praxis with a minimum score of 460).

The district may encourage qualified paraprofessionals employed in their classrooms to become certified teachers.

#### **D. Educational Interpreters**

The district may only employ an individual as an educational interpreter if they have met the state qualifications identified in Section 33-1304, Idaho Code. Educational interpreters employed by the district shall complete a minimum of eighty (80) hours of training in the areas of interpreting or translating every five (5) years.

#### **E. Supervision of Staff**

A teacher and/or a related service provider with appropriate certification or licensure who has been informed of his or her specific responsibilities related to a student's IEP has the primary responsibility to ensure the appropriate implementation of the IEP. The district has policies and procedures for the supervision and evaluation of all certificated/licensed or contracted employees.

The certificated/licensed teacher and/or related service provider will generally be responsible for the supervision of all paraprofessionals, assistants, and aides who provide direct services to students with disabilities. All paraprofessionals, assistants, and aides must have a supervision plan developed by a certificated or licensed professional.

#### **F. Professional Development Plan**

The district will take measures to ensure that all personnel necessary to provide special education and related services according to the IDEA are appropriately and adequately prepared. Personnel may use a variety of opportunities for technical assistance and training activities to further develop professional knowledge and skills in order to meet the needs of students with disabilities.

To the extent the district determines it is appropriate, paraprofessional personnel may use the

technical assistance and training activities offered by the district or SDE to improve practice for paraprofessional supports for special needs.

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## CHAPTER 11: PROCEDURAL SAFEGUARDS

This chapter reflects changes in procedural safeguards as a result of the IDEA.

### Section 1. Procedural Safeguards Notice

A parent/adult student has specific procedural safeguards given to him or her by the IDEA and state law. Each district has a document titled *Procedural Safeguards Notice* that is provided to parents/adult students which contains a full explanation of the special education rights. The *Procedural Safeguards Notice* shall include a full explanation of the procedural safeguards, written in the native language of the parents (unless it clearly is not feasible to do so) and written in an easily understandable manner.

#### A Procedural Safeguards Notice Contents

The following table lists various topics contained in the *Procedural Safeguards Notice* and identifies what chapter in this Manual provides more information about each topic.

Topic	Chapter
1. parental consent	11
2. written notice	11
3. access to educational records	11
4. independent educational evaluation (IEE)	11
5. the opportunity to present and resolve complaints, including: a. the time period in which to make a complaint b. the opportunity for the district to resolve the complaint c. the availability of SDE mediation d. the differences between a due process hearing complaint and state complaint	13
6. the student's placement during pendency of due process proceedings	13
7. procedures for students who are subject to placement in an interim alternative educational setting (IAES)	12

8. requirements for unilateral placement by parents of students in private schools at public expense	9
9. due process hearings, including requirements for disclosure of evaluation results and recommendations	13
10. civil actions, including the time period in which to file such actions	13
11. attorney fees	13

**B When the Procedural Safeguards Notice Is Provided**

The district will provide a *Procedural Safeguards Notice* that includes a full explanation of the special education rights afforded the parent/adult student only once per year, except that a copy will be given to the parent/adult student:

1. upon an initial referral or parent/adult student request for evaluation;
2. upon the first occurrence of a filing of a due process hearing or a state complaint;
3. when a decision is made to take a disciplinary action that constitutes a change of placement; and
4. upon request by the parent.

A *Procedural Safeguards Notice* suitable for copying can be found in the document section of this chapter.

**Section 2. Domestic Considerations**

**A. Parent**

1. Definition

The term “parent” means:

- a. a biological, adoptive, or foster parent of a child;
- b. a guardian (but not the state if the child is a ward of the state);
- c. an individual acting in the place of a biological or adoptive parent (including a grandparent, stepparent, or other relative) with whom the child lives;
- d. an individual who is legally responsible for the child’s welfare;

- e. an adult student; or
- f. a surrogate parent who has been appointed by the district.

2. Determining Who Has Parental Rights

In determining who has parental rights, individuals should be considered in the following order of priority:

- a. a biological parent; unless a Court orders a specific person to act as the parent or to make educational decisions on behalf of the child;
- b. a person who has legal documentation (guardianship, power of attorney, custody agreement) of being responsible for the student's welfare;
- c. a grandparent, stepparent, other relative, or foster parent with whom the student lives and who is acting as a parent; or
- d. a surrogate parent appointed by the district to represent the student's interests in educational decisions.

**B. Surrogate Parent**

1. Definition

A "surrogate parent" is an individual assigned by the district to assume the rights and responsibilities of a parent under the IDEA in any of the following circumstances:

- a. No parent can be identified or located for a particular student.
- b. The student is a ward of the state.
- c. The student is an unaccompanied homeless youth.

The surrogate parent has the same rights as a biological parent throughout the special educational decision-making process.

2. Referral for a Surrogate Parent

Any person who is aware that a student may need a surrogate parent may make a referral for a determination to the district's special education director or an appropriate district administrator. The district will appoint a surrogate in any of the following circumstances:

- a. A parent cannot be identified.
- b. A parent cannot be found after reasonable efforts to locate the parent.

- c. The student is a ward of the state. If a state judge has appointed a surrogate to oversee the care of a student who is a ward of the state, the judge-appointed surrogate may make decisions regarding the student's education, including special education, provided he or she meets the criteria for a district-appointed surrogate
- d. The student is a homeless youth who is unaccompanied.

The district will make a good faith effort and maintain records of attempts to locate a parent. The district cannot appoint a surrogate parent when the biological parent is available but chooses not to participate. When a surrogate parent is needed for a student, the district will appoint a surrogate who meets the conditions set forth in item 3, below. The district will make reasonable efforts to assign a surrogate within thirty (30) calendar days after it determines that the student needs a surrogate.

### 3. Criteria for Serving as a Surrogate Parent

A surrogate parent may represent the student in all matters relating to identification, evaluation, placement, and the provision of FAPE. The surrogate parent shall:

- a. Have knowledge and skills that ensure effective representation.
- b. Have no personal or professional interest that conflicts with the interest of the student.
- c. Meet the following conditions:
  - 1) is not an employee of the SDE, the district, or any other agency that is involved in the education or care of the student; and
  - 2) is not an employee of a nonpublic agency that provides educational care for the student.

Note: A person who otherwise qualifies to be a surrogate parent is not an employee of the district or agency solely because he or she is paid to serve as a surrogate parent.

In the case of a student who is an unaccompanied homeless youth, appropriate staff of emergency shelters, transitional shelters, independent living programs, and street outreach programs may be appointed as temporary surrogate parents until a surrogate can be appointed that meets all the requirements.

### C. Adult Students and the Transfer of Rights

An "adult student" is a student who is at least eighteen (18) years of age to whom special education rights have transferred under the IDEA and Idaho Code.

1. Discussion of the Transfer of Rights: Not later than the student's seventeenth (17<sup>th</sup>) birthday, the IEP team shall discuss the transfer of special education rights to the student. Special education rights will transfer from the parent to the adult student when the student turns eighteen (18) years of age unless:
  - a. the IEP team determines that the student does not have the ability to make informed decisions with respect to his or her educational program; or
  - b. a parent has obtained legal guardianship from a Court including the scope of educational matters.
2. Basis for Denial of Transfer: During the IEP team meeting to discuss the transfer of rights, the IEP team will use the following as the basis for any denial of the transfer:
  - a. Evaluation data, test results, written reports, teacher observation, education records, and parent input, including whether the parent intends to seek guardianship.
  - b. Answers to the following questions:
    - 1) Is the student capable of understanding his or her rights?
    - 2) Is the student capable of exercising his or her rights?
    - 3) Is the student capable of understanding the consequences and impact of his or her decisions?
3. Following a Determination Concerning the Transfer of Rights: When the student's special education rights transfer at age eighteen (18), the parent and student will be informed that rights have transferred. The IEP shall contain a statement referring to the transfer (or not) of rights:
  - a. If the team determines that there is no relevant information about the student to prohibit the transfer of rights at age eighteen (18), the student's IEP shall contain a statement that the student has been informed that special education rights will transfer to him or her. The parent retains the right to receive notices required by the IDEA.
  - b. If the IEP team determines that the student lacks the ability to provide informed consent with respect to his or her educational program, a statement will be included in the IEP indicating that the parent, or other individual if the parent is not available, will retain all special education rights after the student reaches age eighteen (18).
  - c. If rights have transferred, the district shall continue to provide notices to the parent, but nothing under the IDEA requires parent participation in the process.

4. Revoking a Transfer of Rights: There is nothing in federal or state law that prohibits the IEP team from changing its decision later, based on new information and input. Under state law, a parent can provide legal documentation of a student's incompetence *after* the student reaches age eighteen (18).

**D. Emancipated or Married Minors**

Idaho law does not provide for the emancipation of minors. However, minors who have been emancipated by a court of law in another state are considered an adult in Idaho. Emancipated minors should be able to provide the legal court document awarding them the power and capacity of an adult. A student under age eighteen (18) who claims to be an emancipated minor, but is unable to provide documentation should be assigned a surrogate parent by the district if a parent cannot be located.

Students under the age of eighteen (18) who are married to an adult, eighteen (18) years or older, are not emancipated minors in Idaho and do not have the power and capacity of an adult student. Instead, the spouse acts as the guardian of the student regarding legal rights and responsibilities.

**E. Ward of the State**

The term "ward of the state" means a child who, as determined by the state where the child resides, is a foster child, or a ward of the state *or* is in the custody of a public child welfare agency. The term does not include a foster child who has a foster parent who meets the definition of a parent in Section 2A.

**F. Child Custody**

1. Definitions of Custody

The following definitions of custody are used by Idaho courts in divorce proceedings:

- a. **Joint custody** means an order awarding custody of a minor child to both parents and providing that physical custody shall be shared by the parents in such a way as to assure the child frequent or continuing contact with both parents. A court may award either joint physical custody or joint legal custody, or both. If the court has declined an order awarding joint custody, the court order shall state in the decision the reason for denial of joint custody.
- b. **Joint physical custody** means awarding each of the parents significant periods of time in which a child resides with or is under the care and supervision of each of the parents. The actual amount of time with each parent is determined by the court. Generally, one of the parents is awarded primary physical custody.
- c. **Joint legal custody** means that the parents or parties are required to share the

decision-making rights, responsibilities, and authority relating to the health, education, and general welfare of a child. In Idaho, parents have joint legal custody unless the rights of one or both parents have been terminated.

2. Conflicts Between Parents Who Have Joint Custody

- a. **Custody questions:** When it is known that a custody question exists that involves the relevant legal status of one or both parents of a student, the district will ask the parent(s) to furnish a copy of the pertinent court order or decree, if one exists, to clarify the question at issue. School personnel will abide by the most recent court order or decree.
- b. When district personnel receive conflicting information about custody, they will (a) initially follow the instructions of the parent with whom the child currently resides and (b) request a certified court document to clarify the custody issue.
- c. **Conflicting instructions:** When parents who have joint legal custody give conflicting instructions, the district's obligation is to inform the parents that any action proposed or refused will be based on the needs of the student and in accordance with the IDEA requirements. Both the district and either parent have options under the IDEA to resolve disagreements, including SDE Dispute Resolution processes such as mediation and due process hearings.
- d. **Access to records:** A parent who does not have primary physical custody has the same right to access records and to participate in special education decision making as does the parent with primary physical custody, unless otherwise specifically stipulated by a court. Idaho Code states, "Notwithstanding any other provisions of law, access to records and information pertaining to a minor child including, but not limited to medical, dental, health, and school or educational records, shall not be denied to a parent because the parent is not the child's custodial parent." Another provision of the law allows the parent with primary physical custody to request in writing that a minor child's address be deleted from any record to prohibit the other parent from learning the child's address by having access to school records.
- e. **Parental disagreement of consent:** When parents, both with legal authority to make educational decisions for their child, disagree on the revocation of consent for special education and related services, one parent may revoke consent for his or her child's receipt of special education and related services at any time. The district must accept either parent's revocation of consent, and provide written notice to the parents. After revoking consent, a parent maintains the right to subsequently request an initial evaluation which must be treated as an initial evaluation and not a re-evaluation for special education. A parent who disagrees with another parent regarding revocation of special education services is not entitled to resolve the dispute through an IDEA due process hearing.



### Section 3. Informed Consent

#### A. Definition

Consent is written approval given by a parent/adult student who has been fully informed of and understands all information relevant to the activity for which consent is sought. The request for consent describes the activity for which consent is sought and lists the records, if any, that will be released and to whom. All information shall be provided in the native language or mode of communication of the parent/adult student, unless not feasible. The parent/adult student shall be informed that the approval is voluntary and may be revoked at any time prior to the action. Consent is indicated by the parent's/adult student's signature.

#### B. Actions Requiring Consent

The following actions require the district to obtain written consent. Some of the actions that require written consent from the parent/adult student also require prior written notice from the district.

1. Informed written consent *and* written notice are required when:
  - a. Conducting assessments as part of an initial evaluation to determine whether a student is eligible for special education.
  - b. Conducting any assessment for reevaluation that involves more than a review of existing information. This includes any assessments that are conducted after a student has been determined eligible for special education. If a specific assessment was not listed on the *Consent for Assessment* form, then the district shall secure written consent again in order to conduct that particular assessment.
  - c. Initially providing special education and related services to a student with a disability.
2. Informed written consent is required when:
  - a. Using an individual family service plan (IFSP) instead of an IEP for students ages three (3) through five (5).
  - b. Disclosing personally identifiable information to unauthorized persons, unless provided as an exception under the Family Educational Rights and Privacy Act (FERPA) regulations. The written consent shall specify the records that may be disclosed, state the purpose of the disclosure, and identify the party to whom the disclosure will be made.
  - c. Accessing private insurance to pay for services listed in the IEP.

- d. The district requests to bill Medicaid (with some exceptions). The parent/adult student shall be informed of the frequency, amount, and type of services that the district will be submitting to Medicaid for reimbursement as identified on the student's IEP.
- e. Inviting outside agency representatives providing transition services to an IEP team meeting.
- f. Sharing of information between the district of location and the district of residence with a parentally placed elementary or secondary student.
- g. The excusal of an IEP team member from an IEP team meeting when the meeting involves a modification or discussion of the member's area of the curriculum or related services.

### C. When Consent Is Not Required

The district is not required to obtain informed consent when:

- 1. a review of existing data is part of an evaluation or a reevaluation;
- 2. tests are administered to both general and special education students in a grade or class and consent is not required for all students;
- 3. teacher or related-service-provider observations, ongoing classroom evaluation, or criterion-referenced tests are used as assessments in determining the student's progress toward goals, objectives and benchmarks/~~objectives~~ on the IEP;
- 4. screening to determine appropriate instruction strategies for curriculum implementation;
- 5. a disclosure of personally identifiable information to persons authorized to have access under FERPA or the Idaho Student Data Privacy Act, Section 33-133, Idaho Code; **or**
- 6. an IEP team reviews and revises a student's IEP. However, the parent/adult student may file a written objection if he or she disagrees with all or part of the changes to the IEP.

### D. Refusal to Give Consent

A parent/adult student may refuse to give written consent for an assessment, initial services or the release of information that the district believes is necessary to ensure FAPE during the reevaluation process.

If the parent does not provide consent for the reevaluation assessment, the district may choose not to pursue requesting SDE mediation and/or a due process hearing if the district determines through a review of existing data, that the information does not continue to support the

determination of eligibility for special education services. In this case the district shall provide the parent with written notice of the proposed action to discontinue the provision of FAPE to the student based on a review of existing data.

The district may also choose to pursue the reevaluation through SDE mediation and/or by requesting a due process hearing. If the hearing officer determines that the action is necessary, and the parent/adult student does not appeal the decision, the district may proceed with the proposed action. The district shall provide the parent with written notice of the proposed actions.

The district shall secure written consent for the initial provision of special education and related services. There is no mechanism available to overturn a parent's/adult student's decision *not* to provide written consent for initial evaluation or initial provision of services. In the case of an initial evaluation or initial provision of services, if a parent/adult student fails to respond to reasonable measures to gain consent or does not consent, the district cannot be charged with failing to provide FAPE to the student and is not required to convene an IEP team meeting or develop an IEP for special education or related services.

#### **E. Failure to Respond to a Request for Consent Regarding Reevaluation Assessment**

When a parent/adult student fails to respond to reasonable measures taken by the district to obtain written consent to determine continued eligibility, the district may proceed with the evaluation. The district shall have a record of its attempts to gain consent by documenting telephone calls made or attempted, correspondence sent, or visits made to the home or place of employment. Failure to respond is not the same as refusing consent for reevaluation.

#### **F. Revoking Consent for Evaluation**

Consent previously given for an evaluation or an individual assessment, the initial provision of special education and related services, and the disclosure of information may be revoked only before the action occurs. If consent is revoked for evaluation, the district may continue to pursue the action by requesting a due process hearing. If the hearing officer determines that the action for which consent is sought is necessary, and the decision is not appealed, the district may proceed with the action without the written consent of the parent/adult student. Consent must be revoked in writing.

### **Section 4. Written Notice**

#### **A. Definition**

Written notice is the act of informing a parent/adult student in writing within a reasonable amount of time, before the district proposes to initiate or change, or refuses to initiate or

change, the student's special education identification, the evaluation, educational placement, or provision of FAPE.

**B. Criteria for Written Notice**

1. Written notice must be provided in a reasonable amount of time before implementing the proposed action.
2. Written notice shall be in language understandable to the general public. It must be provided in the native language or other mode of communication normally used by the parent/adult student unless it is clearly not feasible to do so. If the native language or other mode of communication is not a written language, the district shall take steps to ensure the following:
  - a. The notice is translated orally or by other means in the native language or other mode of communication.
  - b. The parent/adult student understands the content of the notice.
  - c. There is written evidence that the notice requirements of this section have been met, such as a written record in the student's special education file documenting what was discussed.

When a parent/adult student disagrees with the district's written notice of a proposed or refused action, he or she can attempt to remedy the dispute using SDE processes, such as IEP facilitation, mediation, formal complaint procedures, or due process hearing procedures afforded by the IDEA. In addition, the parent/adult student may have the right to prevent the district from taking action by filing a written objection with the district.

**C. Written Notice Is Required**

1. The district shall provide written notice before proposing to initiate or change the following:
  - a. identification of the student;
  - b. any assessments for initial evaluation or reevaluation;
  - c. educational placement; or
  - d. the provision of FAPE.
2. After the district's decision to refuse a parent's/adult student's request to initiate or change the identification, assessment, placement, or provision of FAPE.
3. If the district refuses to convene an IEP team meeting at the request of a parent/adult

student.

~~3.4.~~ If the district makes a change in the IEP after an IEP team meeting to correct a typographical error which results in a change in the services provided a student.

~~4.5.~~ When the evaluation team determines that additional assessments are not required during a reevaluation to determine whether the student continues to meet eligibility criteria, the district shall provide written notice to the parent/adult student of the decision and the reasons for that decision. The parent/adult student must also be informed of his or her right to request assessments when necessary to determine continued eligibility.

~~5.6.~~ If a parent files a due process hearing request, the district is required to give written notice specific to the issues raised in the due process hearing request within ten (10) days.

~~6.7.~~ If the district has determined that the student is being removed for disciplinary purposes which constitutes a change of placement.

~~7.8.~~ If the parent/adult student revokes consent for the continued provision of special education.

#### **D. Written Notice is Not Required**

The district is not required to provide written notice in the following situations:

1. when reviewing existing data as part of an evaluation or a reevaluation (however, the parent/adult student shall be afforded the opportunity to participate in the review of existing data);
2. when tests are administered to both general and special education students in a grade or class;
3. when teacher or related service provider observations, ongoing classroom evaluation, or criterion-referenced tests are used as assessments in determining the student's progress toward goals, objectives and benchmarks/~~objectives~~ on the IEP; or
4. if outside observation is in relation to teacher's general practices.

#### **E. Content of Written Notice**

The content of written notice is intended to provide the parent/adult student with enough information so that he or she is able to fully understand the district's proposed action or refused action and to make informed decisions, if necessary.

The written notice shall include the following:

1. a description of the action proposed or refused by the district;
2. an explanation of why the district proposes or refuses to take the action;
3. a description of any other options the IEP team considered and the reasons why those options were rejected;
4. a description of each procedure, assessment, record, or report that the district used as a basis for the proposed or refused action;
5. a description of any other factors relevant to the proposed or refused action;
6. a statement that the parent/adult student has special education rights and a description of how to obtain a copy of the *Procedural Safeguards Notice*; and
7. sources to contact in obtaining assistance in understanding the *Procedural Safeguards Notice*.

#### F. Objection to District Proposal

If a parent/adult student disagrees with an IEP program change or placement change that is proposed by the IEP team, he or she may file a written objection to all or part of the proposed change. The district will respond as follows:

1. If the objection is postmarked or hand delivered within ten (10) calendar days of the date the parent/adult student received the written notice, the changes to which the parent/adult student objects cannot be implemented for fifteen (15) calendar days or as extended through mutual agreement by the district and parent/adult student while the parties work to resolve the dispute.
2. If a proposed change is being implemented during the ten (10) day period and an objection is received, the implementation of that change shall cease.
3. If an objection is made after ten (10) calendar days, the district may continue to implement the change, but the parent/adult student retains the right to exercise other procedures under the IDEA.

The parties may resolve a disagreement using methods such as holding additional IEP team meetings, or utilizing SDE Dispute Resolution processes, such as facilitation or mediation. If these attempts fail, ~~the district may request a due process hearing regarding the proposed change, or are refused, the proposed IEP shall be implemented after fifteen (15) calendar days unless a due process hearing request is filed to obtain a hearing officer's decision regarding the proposed IEP, unless it is an initial IEP~~ A parent's/adult student's written objection to an IEP or placement change cannot be used to prevent the district from unilaterally placing the student in an IAES in accordance with the IDEA procedures for discipline of a student or to challenge an eligibility/identification determination.

## Section 5. Confidentiality and Access to Records

The district shall collect, use, and maintain information about a student to make appropriate decisions concerning special education and the provision of FAPE. A student's special education case manager, usually the special education teacher, should organize all relevant records specific to district guidelines and the IDEA requirements.

The IDEA and FERPA contain provisions to protect the confidentiality of personally identifiable information in student special education records. These statutes also provide for the right to review and inspect records.

### A. Definition

A "record" is defined as personally identifiable information directly related to the student and maintained by the district or a party acting for the district. A student record can be written or electronic.

1. The term "record" may include, but is not limited to, the following:
  - a. identifying data (name, address, parents, siblings, Social Security number, list of personal characteristics making identification reasonably certain by a person in the school community);
  - b. academic work completed (courses taken, transcript);
  - c. level of achievement (grades, portfolios, performance assessments, scores on standardized achievement tests, etc.);
  - d. attendance data;
  - e. scores and protocols of standardized intelligence, aptitude, and psychological tests;
  - f. records of teachers, counselors, medical personnel, and psychologists working directly with a student if disclosed to others;
  - g. interest inventory results;
  - h. observations and verified reports of serious or recurring behavior patterns;
  - i. videotapes or audiotapes;
  - j. health data including medical assessments;
  - k. family background information;

- l. transportation records;
  - m. student records maintained by agencies and individuals contracting with the district; and
  - n. email, text messages, or other written notes sent regarding the student or the student's family.
2. The term "record" does not include:
- a. records of instructional, supervisory, ancillary, and administrative personnel that are kept in the sole possession of the maker of the record and are not accessible or revealed to any other person except a temporary substitute for the maker of the record;
  - b. records created by law enforcement units of schools and maintained separately for non-educational purposes; and
  - c. employment records about a student who is employed by a school or district. (Note: Records relating to an individual in attendance at the agency or institution who is employed as a result of his or her status as a student are education records and not excepted);
  - d. records on a student who is eighteen (18) years of age or older, or is attending an institution of postsecondary education, that are:
    - 1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional capacity or assisting in a paraprofessional capacity;
    - 2) made, maintained, or used only in connection with treatment of the student;
    - 3) disclosed only to individuals providing the treatment (Note: "Treatment" does not include remediation educational activities or activities that a part of the program of instruction); and
  - e. grades on peer-graded papers before they are collected and recorded by a teacher.

**B. Protection of Records**

The district shall prevent unauthorized disclosure of personally identifiable information pertaining to students with disabilities. "Disclosure" is the release, transfer, or other communication of education records or of personally identifiable information contained in those records to any party, by any means, including oral, written, or electronic. Districts must



have a policy to protect personally identifiable information from security risk resulting from unsecured data transmittal or storage.

To ensure protection of records, the district shall do the following:

1. Obtain written and dated consent from the parent/adult student before disclosing personally identifiable information:
  - a. to unauthorized individuals; or
  - b. for any purpose except as authorized by law.
2. Designate and train a records manager to assure security of confidential records for students with disabilities.
3. Maintain a log of requests for access to education records if the request is not from a:
  - a. a parent/adult student;
  - b. a school employee with a legitimate educational interest;
  - c. a party seeking designated directory information; or
  - d. a party receiving the records as directed by a federal jury or other subpoena ordering no one to disclose the existence of the request to access records.

This log includes the name, agency affiliation, date, and purpose for accessing the records. A log documenting denials for records and partially fulfilled requests should also be maintained.

4. Maintain, for public inspection, a current listing of names and positions of employees who have access to personally identifiable information.
5. Establish procedures to ensure the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages.
6. Ensure that, if any education record includes information on more than one student, a parent/adult student will only be allowed to inspect, review, or be informed about the record of the student at issue.
7. Ensure that each person collecting or using personally identifiable information receives training or instruction regarding the policies and procedures governing confidentiality. All staff members, even those who do not have access to special education records, should be informed about what is considered appropriate and inappropriate access to and use of information within the records. The district may maintain a record of the training provided—including the name of the person or persons providing the training, dates of the training, those attending, and the subjects covered—for the purpose of

documenting that new staff members have been trained as soon as possible after they have been hired.

**C. Access to Records**

The district shall:

1. Annually notify the parents of all students, including students with disabilities currently in attendance, of their rights under FERPA. The notice shall include all of the following:
  - a. procedures for exercising the right to inspect and review education records;
  - b. procedures for requesting amendment of records; and
  - c. a specification of criteria for determining who constitutes a school official or employee in the district and what constitutes a legitimate educational interest.
2. Permit a parent/adult student, or his or her representative, to inspect and review any record relating to educational matters that is collected, maintained, or used by the district. The district will presume that a custodial or non-custodial parent has the authority to inspect and review a record relating to his or her child unless there are legal documents limiting access to those records under state law. A minor student's address will be deleted from any record if requested in writing by a custodial parent to prohibit a non-custodial parent from learning the address simply by having access to the school records.

The district will make records available to a parent/adult student for review:

- a. without delay but no later than forty-five (45) days after the request;
- b. before any meeting regarding an IEP;
- c. before a resolution session; and
- d. not less than five (5) business days before any due process hearing.

The district should note that test protocols may be part of a student's educational record. Test publishers require districts to maintain the integrity and validity of tests. Parents or others authorized by the parent/adult student interested in a student's test results are allowed to view the student's responses to test items, but only if the information is shared in the presence of a person qualified to explain the results and meaning of the various items and data contained in the protocol.

3. Upon request, provide a parent/adult student with a list of the types of education records the school collects, maintains, or uses and where they are kept.

4. Respond to any reasonable request made by a parent/adult student for an explanation and interpretation of a record.
5. Provide a copy of education records if a parent/adult student would otherwise be unable to effectively exercise his or her right to inspect and review those records. An education record may include copyrighted test protocols which include personally identifiable information. A fee may be charged for the copies, but not to search for or retrieve information. The district shall publish a schedule of fees it intends to charge.
6. Always provide a parent/adult student a copy of the IEP and any documentation of identification and eligibility.

**D. Disclosures Not Requiring Consent**

Consent is generally required to disclose personally identifiable information to others. However, consent is not required when:

1. A school official or employee has a legitimate educational interest to access the records.
2. A representative of the Federal Comptroller General, the United States Department of Education, or the State Department of Education (SDE) accesses records necessary for an audit or evaluation of a federal program or for enforcement or compliance with federal regulations.
3. A student transfers to another school or school system in which the student intends to enroll unless a district has adopted a procedure requiring consent. However, the parent/adult student should be notified of the request for records at the last known address of the parent/adult student unless he or she initiated the request.
4. The health and safety of the student or other individuals is in jeopardy because of an emergency.
5. The disclosure concerns the juvenile justice system's ability to effectively serve the student or the ability to respond to court orders or subpoenas, as specified in state law. The district will make a reasonable effort to notify the parent of the court order in advance of compliance, unless the subpoena specifically states that it is not to be disclosed.
6. An organization conducts studies on behalf of education agencies or institutions under specified FERPA criteria.
7. The disclosure is in connection with an application for financial aid and is necessary to determine eligibility for the aid, the amount of the aid, conditions for the aid, or to enforce the terms and conditions of the aid ("financial aid" means a payment of funds to an individual that is conditioned on the individual's attendance at an education agency

or institution).

8. The district has designated information as “directory information” under the conditions in FERPA.

#### **E. Destruction of Records**

The district will maintain education records, including eligibility documentation and IEPs, for at least five (5) years after disenrollment from the district to demonstrate fiscal accountability and program compliance with the IDEA requirements. The district shall inform a parent/adult student when personally identifiable information collected, maintained, or used is to be destroyed because the information is no longer needed to provide educational services to the student.

Electronic copies will be treated as the original so long as those copies adequately capture any handwritten notes and signatures. Test Protocols and other assessment information shall be maintained during the period in which the report which utilizes such information is in effect.

Note: Medicaid-related records, specifically expenditure documentation, cost allocation process, all student records related to the Medicaid billing and service delivery (e.g., data sheets, IEPs, health care plans, physician recommendations for assessments and IEP services, evaluation recommendations, documented supervision of paraprofessionals), and revenue documentation, must be kept for a period of six (6) years.

The parent/adult student must be informed of the personally identifiable information that the district intends to destroy and that the information will be destroyed no earlier than forty-five (45) calendar days from the date of the notice. The parent/adult student must also be informed of the procedure to follow if he or she wishes to formally object to the destruction of the information and wants the records sent to him or her.

Written and electronic records of individual students are confidential. The district will ensure the complete destruction of the records which may include but is not limited to: shredding, permanently deleting, or burning, under supervision of the staff member responsible for the records if not released to the parent/adult student. The records manager should maintain a log that documents the date of destruction or release of records.

A permanent record of the student’s name, address, phone number, grades, classes attended, immunization records, test scores, attendance record, grade level, and year completed may be maintained by the district without a time limitation. Any other personally identifiable information shall be destroyed at the request of the parent/adult former student. When informing the parent/adult student of his or her rights, the district should remind the parent/adult student that the records might be needed for Social Security benefits or other purposes in the future.

#### **F. Request for Amendment of Records**

A parent/adult student may request that the district amend the student's records if he or she believes that information collected, maintained, or used in the education record is inaccurate, misleading, or in violation of the privacy or other rights of the student. The district will use the following procedure:

1. The district, within a reasonable period of time—not to exceed forty-five (45) days of receipt of the request—must decide whether to amend the record. If the district refuses to amend the record, the parent/adult student must be informed of the refusal and be advised of the right to and procedure for requesting a district hearing under the district's FERPA policy. A district hearing is an informal hearing that does not have all the requirements of a due process hearing.
2. If a district hearing is requested and the district decides that the information is inaccurate, misleading, or in violation of the student's rights, the district shall amend the record and inform the parent/adult student in writing.
3. If a district hearing is requested and the district decides the information is accurate and does not violate the student's rights, the district shall inform the parent/adult student that he or she may place a statement in the record. This statement may comment on the information in the record or set forth the parent's/adult student's reasons for disagreeing with the district. Any statement placed with a record must accompany the record for as long as the district maintains the record. If the district discloses the record to any person, the district shall also disclose the statement.

#### **G. District Hearings on Procedures for Records**

Each district is required to have a FERPA policy which includes the rights to request a hearing challenging the accuracy of records.

#### **H. Students' Rights**

When special education rights transfer to a student under the IDEA and Idaho Code, the FERPA rights regarding education records also transfer to the student. The district shall inform the parent/adult student that both the IDEA and FERPA rights regarding education records transfer although FERPA gives the parent of a student who is claimed to be a dependent for IRS purposes the right to request access without the consent of the student.

### **Section 6. Independent Educational Evaluations**

#### **A. Definition**

An independent educational evaluation (IEE) means one or more individual assessments, each

completed by a qualified examiner who is not employed by the district responsible for the education of the student in question.

**B. Right to an IEE**

1. A parent/adult student has the right to obtain an IEE at public expense if he or she disagrees with an evaluation obtained or conducted by the district. The parent/adult student is entitled to only one IEE at public expense for each district evaluation.
2. The parent/adult student has the right to an IEE at his or her own expense at any time, and the IEP team shall consider the results.
3. The parent/adult student is not automatically entitled to have additional assessments beyond those determined necessary by the district for an evaluation. However, if parent/adult student is interested in additional or different assessments and the district refuses to provide them and provides written notice of refusal. The parent/adult student may request a due process hearing.
4. A district may initiate a due process hearing, without undue delay, to determine if the evaluation it conducted is appropriate. If the final decision of a hearing officer, or a court of law's decision on an appeal, is that the evaluation conducted by the district was appropriate, the parent and/or adult student still has the right to an IEE but at his or her own expense.
5. A hearing officer may order an IEE at public expense if he or she determines that the evaluation conducted by the district was not appropriate.

**C. Procedures for Requesting an IEE**

If a parent/adult student requests an IEE at public expense, the district may ask why he or she disagrees with the evaluation obtained by the district, but the district cannot require an explanation. The district shall give the parent/adult student the criteria under which an IEE can be obtained. The district's IEE criteria shall include the following information:

1. the location for the evaluation;
2. the required qualifications of the examiner;
3. the eligibility requirements for the specific disability categories; and
4. reasonable cost containment criteria applicable to personnel for specified assessments to eliminate unreasonably excessive fees.

Except for the criteria listed above, the district may not impose other conditions or timelines if doing so would be inconsistent with the parent's/adult student's right to an IEE. Upon request, a list of qualified examiners who can conduct an IEE will be provided.

A parent/adult student may request an opportunity to demonstrate that unique circumstances justify an IEE that does not fall within the district's cost criteria. If an IEE that falls outside the district's cost criteria is justified, that IEE will be publicly funded.

**D. District Responsibilities Following IEE Requests**

1. If a parent/adult student requests an IEE at public expense, the district shall do one of the following without unnecessary delay:
  - a. Provide the district's IEE criteria and information about where an IEE may be obtained.
  - b. Request a due process hearing to show that the district's evaluation is appropriate. If the final hearing decision is that the district's evaluation is appropriate, the parent/adult student may pursue an IEE, but at his or her own expense.
2. If a parent/adult student asks the district to pay for an IEE that has already been obtained, the district shall pay for the IEE if it meets the criteria for publicly funded IEEs. If the district believes that its evaluation was appropriate, but agrees to pay for the IEE, the district should state this in writing within the same document in which it agrees to pay. The district can also request SDE mediation.

**E. Consideration of the IEE Results**

If a parent/adult student obtains an IEE and makes that evaluation available to the district, the results must be considered by the district in any decision made with respect to the provision of FAPE. The results may also be presented as evidence at a hearing regarding the student. This is true regardless of whether the IEE is at the expense of the parent/adult student or district.

The results of an IEE cannot be the sole determining factor for eligibility. The evaluation team has the responsibility to use existing evaluation data in addition to the IEE to determine whether a student has or continues to have a disability under the IDEA.

## **Part B** Procedural Safeguards Notice

Revised: June 2016

Dear Parent,

This document provides you with the required notice of the procedural safeguards available under the Individuals with Disabilities Education Act (IDEA) and U.S. Department of Education regulations. The IDEA, the Federal law concerning the education of students with disabilities, requires schools to provide the parent(s) of a child with a disability a notice containing a full explanation of the procedural safeguards available. A copy of this notice must be given only one time per school year, except that a copy must also be given:

- (1) Upon initial referral or your request for evaluation;
- (2) Upon receipt of your first State complaint and upon receipt of your first due process complaint in a school year;
- (3) When a decision is made to take a disciplinary action against your child that constitutes a change of placement; and
- (4) Upon your request.

Please contact the school district for more information on these rights.

For further explanation you may also contact:

***Idaho Special Education Dispute Resolution, State Dept. of Education***

P.O. Box 83720

Boise, ID 83720-0027

Phone: (208) 332-6914 Toll-free: (800) 432-4601 V/TT: (800) 377-3529

Fax: (208) 334-2228

Web: [www.sde.idaho.gov](http://www.sde.idaho.gov)

For further assistance in matters relating to dispute resolution, you may contact:

***DisAbility Rights Idaho***

***Boise Office***

4477 Emerald Street,

Suite B-100

Boise, ID 83706-2066

Phone: (208) 336-5353

Toll-free: (800) 632-5125

Fax: (208) 336-5396

Web: [disabilityrightsidaho.org](http://disabilityrightsidaho.org)

***DisAbility Rights Idaho***

***Pocatello Office***

1246 Yellowstone Ave

Suite A-3

Pocatello, ID 83201-4374

Phone: (208) 232-0922

Toll-free: (866) 309-1589

Fax: (208) 232-0938

Web: [disabilityrightsidaho.org](http://disabilityrightsidaho.org)

***Idaho Parents Unlimited, Inc.***

***(IPUL)***

4619 Emerald, Ste. E

Boise, ID 83702

Phone: (208) 342-5884

Toll-free: (800) 242-IPUL (4785)

V/TT: (208) 342-5884

Fax: (208) 342-1408

Web: [ipulidaho.org](http://ipulidaho.org)

***Idaho Legal Aid Services***

1447 Tyrell Lane

Boise, ID 83706

Phone: (208) 336-8980

Fax: (208) 342-2561

Web: [idaholegalaid.org](http://idaholegalaid.org)

***Idaho State Bar Association***

P.O. Box 895

Boise, ID 83701

Phone (208) 334-4500

Fax: (208) 334-4515

Web: [isb.idaho.gov](http://isb.idaho.gov)

***Wrightslaw Idaho Yellow Pages for Kids***

Web:

[yellowpagesforkids.com/help/id.htm](http://yellowpagesforkids.com/help/id.htm)



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## GENERAL INFORMATION

### PRIOR WRITTEN NOTICE

#### 34 CFR §300.503

##### Notice

Your school district must give you written notice (provide you certain information in writing), within a reasonable amount of time before it:

1. Proposes to initiate or to change the identification, evaluation, or educational placement of your child, or the provision of a free appropriate public education (FAPE) to your child; or
2. Refuses to initiate or to change the identification, evaluation, or educational placement of your child, or the provision of FAPE to your child.

##### Content of notice

The written notice must:

1. Describe the action that your school district proposes or refuses to take;
2. Explain why your school district is proposing or refusing to take the action;
3. Describe each evaluation procedure, assessment, record, or report your school district used in deciding to propose or refuse the action;
4. Include a statement that you have protections under the procedural safeguards provisions in Part B of IDEA;
5. Tell you how you can obtain a description of the procedural safeguards if the action that your school district is proposing or refusing is not an initial referral for evaluation;
6. Include resources for you to contact for help in understanding Part B of IDEA;
7. Describe any other options that your child's individualized education program (IEP) Team considered and the reasons why those options were rejected; and
8. Provide a description of other reasons why your school district proposed or refused the action.

##### Notice in understandable language

The notice must be:

1. Written in language understandable to the general public; and
2. Provided in your native language or other mode of communication you use, unless it is clearly not feasible to do so.

If your native language or other mode of communication is not a written language, your school district must ensure that:

1. The notice is translated for you orally or by other means in your native language or other mode of communication;
2. You understand the content of the notice; and
3. There is written evidence that the requirements in paragraphs 1 and 2 have been met.

## **NATIVE LANGUAGE**

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### **34 CFR §300.29**

*Native language*, when used regarding an individual who has limited English proficiency, means the following:

1. The language normally used by that person, or, in the case of a child, the language normally used by the child's parents;
2. In all direct contact with a child (including evaluation of the child), the language normally used by the child in the home or learning environment.

For a person with deafness or blindness, or for a person with no written language, the mode of communication is what the person normally uses (such as sign language, Braille, or oral communication).

## **ELECTRONIC MAIL**

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### **34 CFR §300.505**

If your school district offers parents the choice of receiving documents by e-mail, you may choose to receive the following by e-mail:

1. Prior written notice;
2. Procedural safeguards notice; and
3. Notices related to a due process complaint.

## PARENTAL CONSENT - DEFINITION

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### 34 CFR §300.9

#### Consent

*Consent* means:

1. You have been fully informed in your native language or other mode of communication (such as sign language, Braille, or oral communication) of all information about the action for which you are giving consent.
2. You understand and agree in writing to that action, and the consent describes that action and lists the records (if any) that will be released and to whom; **and**
3. You understand that the consent is voluntary on your part and that you may withdraw your consent at any time.

If you wish to revoke (cancel) your consent after your child has begun receiving special education and related services, you must do so in writing. Your withdrawal of consent does not negate (undo) an action that has occurred after you gave your consent but before you withdrew it. In addition, the school district is not required to amend (change) your child's education records to remove any references that your child received special education and related services after your withdrawal of consent.

## PARENTAL CONSENT

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### 34 CFR §300.300

#### Consent for initial evaluation

Your school district cannot conduct an initial evaluation of your child to determine whether your child is eligible under Part B of IDEA to receive special education and related services without first providing you with prior written notice of the proposed action and obtaining your consent as described under the headings ***Prior Written Notice*** and ***Parental Consent***.

Your school district must make reasonable efforts to obtain your informed consent for an initial evaluation to decide whether your child is a child with a disability.

Your consent for initial evaluation does not mean that you have also given your consent for the school district to start providing special education and related services to your child.

Your school district may not use your refusal to consent to one service or activity related to the initial evaluation as a basis for denying you or your child any other service, benefit, or activity, unless another Part B requirement requires the school district to do so.

If your child is enrolled in public school or you are seeking to enroll your child in a public school and you have refused to provide consent or failed to respond to a request to provide consent for an initial evaluation, your school district may, but is not required to,

seek to conduct an initial evaluation of your child by using the IDEA's mediation or due process complaint, resolution meeting, and impartial due process hearing procedures. Your school district will not violate its obligations to locate, identify and evaluate your child if it does not pursue an evaluation of your child in these circumstances.

### **Special rules for initial evaluation of wards of the State**

If a child is a ward of the State and is not living with his or her parent —

The school district does not need consent from the parent for an initial evaluation to determine if the child is a child with a disability if:

1. Despite reasonable efforts to do so, the school district cannot find the child's parent;
2. The rights of the parents have been terminated in accordance with State law; or
3. A judge has assigned the right to make educational decisions to an individual other than the parent and that individual has provided consent for an initial evaluation.

*Ward of the State*, as used in IDEA, means a child who, as determined by the State where the child lives, is:

1. A foster child;
2. Considered a ward of the State under State law; or
3. In the custody of a public child welfare agency.

There is one exception that you should know about. *Ward of the State* does not include a foster child who has a foster parent who meets the definition of a *parent* as used in IDEA.

### **Parental consent for services**

Your school district must obtain your informed consent before providing special education and related services to your child for the first time.

The school district must make reasonable efforts to obtain your informed consent before providing special education and related services to your child for the first time.

If you do not respond to a request to provide your consent for your child to receive special education and related services for the first time, or if you refuse to give such consent or later revoke (cancel) your consent in writing, your school district may not use the procedural safeguards (i.e., mediation, due process complaint, resolution meeting, or an impartial due process hearing) in order to obtain agreement or a ruling that the special education and related services (recommended by your child's IEP ~~Team~~team) may be provided to your child without your consent.

If you refuse to give your consent for your child to receive special education and related services for the first time, or if you do not respond to a request to provide such consent or later revoke (cancel) your consent in writing and the school district does not provide your child with the special education and related services for which it sought your consent, your school district:

1. Is not in violation of the requirement to make a free appropriate public education (FAPE) available to your child for its failure to provide those services to your child; **and**
2. Is not required to have an individualized education program (IEP) meeting or develop an IEP for your child for the special education and related services for which your consent was requested.

If you revoke (cancel) your consent in writing at any point after your child is first provided special education and related services, then the school district may not continue to provide such services, but must provide you with prior written notice, as described under the heading ***Prior Written Notice***, before discontinuing those services.

### **Parent's Right to Object**

Once you consent to the initial start of services, the school district is not required to obtain your consent to make changes to the IEP. However, if you do not want the school district to implement the changes to the IEP, you must submit your objections in writing. Your written objections must either be postmarked or hand-delivered to the school district within 10 days of receiving the written notice of the changes.

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### **Parental consent for reevaluations**

Your school district must obtain your informed consent before it reevaluates your child, unless your school district can demonstrate that:

1. It took reasonable steps to obtain your consent for your child's reevaluation; **and**
2. You did not respond.

If you refuse to consent to your child's reevaluation, the school district may, but is not required to, pursue your child's reevaluation by using the mediation, due process complaint, resolution meeting, and impartial due process hearing procedures to seek to override your refusal to consent to your child's reevaluation. As with initial evaluations, your school district does not violate its obligations under Part B of IDEA if it declines to pursue the reevaluation in this manner.

### **Documentation of reasonable efforts to obtain parental consent**

Your school must maintain documentation of reasonable efforts to obtain your consent for initial evaluations, to provide special education and related services for the first time, for a reevaluation, and to locate parents of wards of the State for initial evaluations. The documentation must include a record of the school district's attempts in these areas, such as:

1. Detailed records of telephone calls made or attempted and the results of those calls;
2. Copies of correspondence sent to you and any responses received; **and**



3. Detailed records of visits made to your home or place of employment and the results of those visits.

### **Other consent requirements**

Your consent is not required before your school district may:

1. Review existing data as part of your child's evaluation or a reevaluation; **or**
2. Give your child a test or other evaluation that is given to all children unless, before that test or evaluation, consent is required from parents of all children.

The school district must develop and implement procedures to ensure that your refusal to consent to any of these other services and activities does not result in a failure to provide your child with a free appropriate public education (FAPE). Also, your school district may not use your refusal to consent to one of these services or activities as a basis for denying any other service, benefit, or activity, unless another Part B requirement requires the school district to do so.

If you have enrolled your child in a private school at your own expense or if you are home schooling your child, and you do not provide your consent for your child's initial evaluation or your child's reevaluation, or you fail to respond to a request to provide your consent, the school district may not use its dispute resolution procedures (i.e., mediation, due process complaint, resolution meeting, or an impartial due process hearing) and is not required to consider your child as eligible to receive equitable services (services made available to some parentally-placed private school children with disabilities).

## **INDEPENDENT EDUCATIONAL EVALUATIONS**

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### **34 CFR §300.502**

#### **General**

As described below, you have the right to obtain an independent educational evaluation (IEE) of your child if you disagree with the evaluation of your child that was obtained by your school district.

If you request an independent educational evaluation, the school district must provide you with information about where you may obtain an independent educational evaluation and about the school district's criteria that apply to independent educational evaluations.

#### **Definitions**

*Independent educational evaluation* means an evaluation conducted by a qualified examiner who is not employed by the school district responsible for the education of your child.

*Public expense* means that the school district either pays for the full cost of the evaluation or ensures that the evaluation is otherwise provided at no cost to you,

consistent with the provisions of Part B of IDEA, which allow each State to use whatever State, local, Federal, and private sources of support are available in the State to meet the requirements of Part B of the Act.

### **Right to evaluation at public expense**

You have the right to an independent educational evaluation of your child at public expense if you disagree with an evaluation of your child obtained by your school district, subject to the following conditions:

1. If you request an independent educational evaluation of your child at public expense, your school district must, without unnecessary delay, either: (a) File a due process complaint to request a hearing to show that its evaluation of your child is appropriate; or (b) Provide an independent educational evaluation at public expense, unless the school district demonstrates in a hearing that the evaluation of your child that you obtained did not meet the school district's criteria.
2. If your school district requests a hearing and the final decision is that your school district's evaluation of your child is appropriate, you still have the right to an independent educational evaluation, but not at public expense.
3. If you request an independent educational evaluation of your child, the school district may ask why you object to the evaluation of your child obtained by your school district. However, your school district may not require an explanation and may not unreasonably delay either providing the independent educational evaluation of your child at public expense or filing a due process complaint to request a due process hearing to defend the school district's evaluation of your child.

You are entitled to only one independent educational evaluation of your child at public expense each time your school district conducts an evaluation of your child with which you disagree.

### **Parent-initiated evaluations**

If you obtain an independent educational evaluation of your child at public expense or you share with the school district an evaluation of your child that you obtained at private expense:

1. Your school district must consider the results of the evaluation of your child, if it meets the school district's criteria for independent educational evaluations, in any decision made with respect to the provision of a free appropriate public education (FAPE) to your child; and
2. You or your school district may present the evaluation as evidence at a due process hearing regarding your child.

### **Requests for evaluations by hearing officers**

If a hearing officer requests an independent educational evaluation of your child as part of a due process hearing, the cost of the evaluation must be at public expense.

### **School district criteria**

If an independent educational evaluation is at public expense, the criteria under which the evaluation is obtained, including the location of the evaluation and the qualifications of the examiner, must be the same as the criteria that the school district uses when it initiates an evaluation (to the extent those criteria are consistent with your right to an independent educational evaluation).

Except for the criteria described above, a school district may not impose conditions or timelines related to obtaining an independent educational evaluation at public expense.

## **CONFIDENTIALITY OF INFORMATION**

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### **34 CFR §300.611**

As used under the heading Confidentiality of Information:

*Destruction* means physical destruction or removal of personal identifiers from information so that the information is no longer personally identifiable.

*Education records* means the type of records covered under the definition of “education records” in 34 CFR Part 99 (the regulations implementing the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g (FERPA)).

*Participating agency* means any school district, agency or institution that collects, maintains, or uses personally identifiable information, or from which information is obtained, under Part B of IDEA.

## **PERSONALLY IDENTIFIABLE**

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### **34 CFR §300.32**

*Personally identifiable* means information that includes:

- (a) Your child's name, your name as the parent, or the name of another family member;
- (b) Your child's address;
- (c) A personal identifier, such as your child's social security number or student number;  
**or**
- (d) A list of personal characteristics or other information that would make it possible to identify your child with reasonable certainty.

## **NOTICE TO PARENTS**

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### **34 CFR §300.612**

The State Educational Agency must give notice that is adequate to fully inform parents about confidentiality of personally identifiable information, including:

1. A description of the extent to which the notice is given in the native languages of

the various population groups in the State;

2. A description of the children on whom personally identifiable information is maintained, the types of information sought, the methods the State intends to use in gathering the information (including the sources from whom information is gathered), and the uses to be made of the information;
3. A summary of the policies and procedures that participating agencies must follow regarding storage, disclosure to third parties, retention, and destruction of personally identifiable information; **and**
4. A description of all of the rights of parents and children regarding this information, including the rights under the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations in 34 CFR Part 99.

Before any major activity to identify, locate, or evaluate children in need of special education and related services (also known as “child find”), the notice must be published or announced in newspapers or other media, or both, with circulation adequate to notify parents throughout the State of these activities.

## **ACCESS RIGHTS**

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### **34 CFR §300.613**

The participating agency must permit you to inspect and review any education records relating to your child that are collected, maintained, or used by your school district under Part B of IDEA. The participating agency must comply with your request to inspect and review any education records on your child without unnecessary delay and before any meeting regarding an individualized education program (IEP), or any impartial due process hearing (including a resolution meeting or a hearing regarding discipline), and in no case more than 45 calendar days after you have made a request.

Your right to inspect and review education records includes:

1. Your right to a response from the participating agency to your reasonable requests for explanations and interpretations of the records;
2. Your right to request that the participating agency provide copies of the records if you cannot effectively inspect and review the records unless you receive those copies; **and**
3. Your right to have your representative inspect and review the records.

The participating agency may presume that you have authority to inspect and review records relating to your child unless advised that you do not have the authority under applicable State law governing such matters as guardianship, separation, and divorce.

## **RECORD OF ACCESS**

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### **34 CFR §300.614**

Each participating agency must keep a record of parties obtaining access to education records collected, maintained, or used under Part B of IDEA (except access by parents and authorized employees of the participating agency), including the name of the party, the date access was given, and the purpose for which the party is authorized to use the records.

## **RECORDS ON MORE THAN ONE CHILD**

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### **34 CFR §300.615**

If any education record includes information on more than one child, the parents of those children have the right to inspect and review only the information relating to their child or to be informed of that specific information.

## **LIST OF TYPES AND LOCATIONS OF INFORMATION**

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### **34 CFR §300.616**

On request, each participating agency must provide you with a list of the types and locations of education records collected, maintained, or used by the agency.

## **FEES**

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### **34 CFR §300.617**

Each participating agency may charge a fee for copies of records that are made for you under Part B of IDEA, if the fee does not effectively prevent you from exercising your right to inspect and review those records.

A participating agency may not charge a fee to search for or to retrieve information under Part B of IDEA.

## **AMENDMENT OF RECORDS AT PARENT'S REQUEST**

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### **34 CFR §300.618**

If you believe that information in the education records regarding your child collected, maintained, or used under Part B of IDEA is inaccurate, misleading, or violates the privacy or other rights of your child, you may request the participating agency that maintains the information to change the information.

The participating agency must decide whether to change the information in accordance with your request within a reasonable period of time of receipt of your request.

If the participating agency refuses to change the information in accordance with your request, it must inform you of the refusal and advise you of your right to a hearing as described under the heading ***Opportunity For a Hearing***.

## **OPPORTUNITY FOR A HEARING**

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### **34 CFR §300.619**

The participating agency must, on request, provide you an opportunity for a hearing to challenge information in education records regarding your child to ensure that it is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of your child.

## **HEARING PROCEDURES**

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### **34 CFR §300.621**

A hearing to challenge information in education records must be conducted according to the procedures for such hearings under the Family Educational Rights and Privacy Act (FERPA).

## **RESULT OF HEARING**

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### **34 CFR §300.620**

If, as a result of the hearing, the participating agency decides that the information is inaccurate, misleading or otherwise in violation of the privacy or other rights of your child, it must change the information accordingly and inform you in writing.

If, as a result of the hearing, the participating agency decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of your child, it must inform you of your right to place in the records that it maintains on your child a statement commenting on the information or providing any reasons you disagree with the decision of the participating agency.

Such an explanation placed in the records of your child must:

1. Be maintained by the participating agency as part of the records of your child as long as the record or contested portion is maintained by the participating agency; **and**
2. If the participating agency discloses the records of your child or the challenged information to any party, the explanation must also be disclosed to that party.

## **CONSENT FOR DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION**

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### **34 CFR §300.622**

Unless the information is contained in education records, and the disclosure is authorized without parental consent under the Family Educational Rights and Privacy Act (FERPA), your consent must be obtained before personally identifiable information

is disclosed to parties other than officials of participating agencies. Except under the circumstances specified below, your consent is not required before personally identifiable information is released to officials of participating agencies for purposes of meeting a requirement of Part B of IDEA.

Your consent, or consent of an eligible child who has reached the age of majority under State law, must be obtained before personally identifiable information is released to officials of participating agencies providing or paying for transition services.

If your child is in, or is going to go to, a private school that is not located in the same school district you reside in, your consent must be obtained before any personally identifiable information about your child is released between officials in the school district where the private school is located and officials in the school district where you reside.

## **SAFEGUARDS**

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### **34 CFR §300.623**

Each participating agency must protect the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages.

One official at each participating agency must assume responsibility for ensuring the confidentiality of any personally identifiable information.

All persons collecting or using personally identifiable information must receive training or instruction regarding your State's policies and procedures regarding confidentiality under Part B of IDEA and the Family Educational Rights and Privacy Act (FERPA).

Each participating agency must maintain, for public inspection, a current listing of the names and positions of those employees within the agency who may have access to personally identifiable information.

## **DESTRUCTION OF INFORMATION**

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### **34 CFR §300.624**

Your school district must inform you when personally identifiable information collected, maintained, or used under Part B of IDEA is no longer needed to provide educational services to your child.

The information must be destroyed at your request. However, a permanent record of your child's name, address, and phone number, his or her grades, attendance record, classes attended, grade level completed, and year completed may be maintained without time limitation.

## STATE COMPLAINT PROCEDURES

### DIFFERENCES BETWEEN THE PROCEDURES FOR DUE PROCESS COMPLAINTS AND HEARINGS AND FOR STATE COMPLAINTS

The regulations for Part B of IDEA set forth separate procedures for State complaints and for due process complaints and hearings. As explained below, any individual or organization may file a State complaint alleging a violation of any Part B requirement by a school district, the State Educational Agency, or any other public agency. Only you or a school district may file a due process complaint on any matter relating to a proposal or a refusal to initiate or change the identification, evaluation, or educational placement of a child with a disability, or the provision of a free appropriate public education (FAPE) to the child. While staff of the State Educational Agency generally must resolve a State complaint within a 60-calendar-day timeline, unless the timeline is properly extended, an impartial hearing officer must hear a due process complaint (if not resolved through a resolution meeting or through mediation) and issue a written decision within 45-calendar-days after the end of the resolution period, as described in this document under the heading Resolution Process, unless the hearing officer grants a specific extension of the timeline at your request or the school district's request. The State complaint and due process complaint, resolution and hearing procedures are described more fully below. The State Educational Agency must develop model forms to help you file a due process complaint and help you or other parties to file a State complaint as described under the heading **Model Forms**.

### ADOPTION OF STATE COMPLAINT PROCEDURES

#### 34 CFR §300.151

##### General

Each State Educational Agency must have written procedures for:

1. Resolving any complaint, including a complaint filed by an organization or individual from another State;
2. The filing of a complaint with the State Educational Agency;
3. Widely disseminating the State complaint procedures to parents and other interested individuals, including parent training and information centers, protection and advocacy agencies, independent living centers, and other appropriate entities.

##### Remedies for denial of appropriate services

In resolving a State complaint in which the State Educational Agency has found a failure to provide appropriate services, the State Educational Agency must address:



The failure to provide appropriate services, including corrective action appropriate to address the needs of the child (such as compensatory services or monetary reimbursement); and

Appropriate future provision of services for all children with disabilities.

## MINIMUM STATE COMPLAINT PROCEDURES

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### 34 CFR §300.152

#### Time limit; minimum procedures

Each State Educational Agency must include in its State complaint procedures a time limit of 60 calendar days after a complaint is filed to:

1. Carry out an independent on-site investigation, if the State Educational Agency determines that an investigation is necessary;
2. Give the complainant the opportunity to submit additional information, either orally or in writing, about the allegations in the complaint;

Provide the school district or other public agency with the opportunity to respond to the complaint, including, at a minimum: (a) at the option of the agency, a proposal to resolve the complaint; and (b) an opportunity for a parent who has filed a complaint and the agency to agree voluntarily to engage in mediation;

4. Review all relevant information and make an independent determination as to whether the school district or other public agency is violating a requirement of Part B of IDEA; and
5. Issue a written decision to the complainant that addresses each allegation in the complaint and contains: (a) findings of fact and conclusions; and (b) the reasons for the State Educational Agency's final decision.

#### Time extension; final decision; implementation

The State Educational Agency's procedures described above also must:

1. Permit an extension of the 60 calendar-day time limit only if: (a) exceptional circumstances exist with respect to a particular State complaint; or (b) you and the school district or other public agency involved voluntarily agree to extend the time to resolve the matter through mediation or alternative means of dispute resolution, if available in the State.
2. Include procedures for effective implementation of the State Educational Agency's final decision, if needed, including: (a) technical assistance activities; (b) negotiations; and (c) corrective actions to achieve compliance.

#### State complaints and due process hearings

If a written State complaint is received that is also the subject of a due process hearing as described under the heading ***Filing a Due Process Complaint***, or the State

complaint contains multiple issues of which one or more are part of such a hearing, the State must set aside any part of the State complaint that is being addressed in the due process hearing until the hearing is over. Any issue in the State complaint that is not a part of the due process hearing must be resolved using the time limit and procedures described above.

If an issue raised in a State complaint has previously been decided in a due process hearing involving the same parties (for example, you and the school district), then the due process hearing decision is binding on that issue and the State Educational Agency must inform the complainant that the decision is binding.

A complaint alleging a school district's or other public agency's failure to implement a due process hearing decision must be resolved by the State Educational Agency.

## FILING A STATE COMPLAINT

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### 34 CFR §300.153

An organization or individual may file a signed written State complaint under the procedures described above.

The State complaint must include:

A statement that a school district or other public agency has violated a requirement of Part B of IDEA or its implementing regulations in 34 CFR Part 300;

The facts on which the statement is based;

The signature and contact information for the party filing the complaint; and

If alleging violations regarding a specific child:

- (a) The name of the child and address of the residence of the child;
- (b) The name of the school the child is attending;
- (c) In the case of a homeless child or youth, available contact information for the child, and the name of the school the child is attending;
- (d) A description of the nature of the problem of the child, including facts relating to the problem; **and**
- (e) A proposed resolution of the problem to the extent known and available to the party filing the complaint at the time the complaint is filed.

The complaint must allege a violation that occurred not more than one year prior to the date that the complaint is received as described under the heading ***Adoption of State Complaint Procedures***.

The party filing the State complaint must forward a copy of the complaint to the school district or other public agency serving the child at the same time the party files the complaint with the State Educational Agency.

## DUE PROCESS COMPLAINT PROCEDURES

### FILING A DUE PROCESS COMPLAINT

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#### 34 CFR §300.507

##### General

You or the school district may file a due process complaint on any matter relating to a proposal or a refusal to initiate or change the identification, evaluation or educational placement of your child, or the provision of a free appropriate public education (FAPE) to your child.

The due process complaint must allege a violation that happened not more than two years before you or the school district knew or should have known about the alleged action that forms the basis of the due process complaint.

The above timeline does not apply to you if you could not file a due process complaint within the timeline because:

1. The school district specifically misrepresented that it had resolved the issues identified in the complaint; or
2. The school district withheld information from you that it was required to provide you under Part B of IDEA.

##### Information for parents

The school district must inform you of any free or low-cost legal and other relevant services available in the area if you request the information, or if you or the school district file a due process complaint.

### DUE PROCESS COMPLAINT

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#### 34 CFR §300.508

##### General

In order to request a hearing, you or the school district (or your attorney or the school district's attorney) must submit a due process complaint to the other party. That complaint must contain all of the content listed below and must be kept confidential.

Whoever files the complaint must also provide the State Educational Agency with a copy of the complaint.

##### Content of the complaint

The due process complaint must include:

1. The name of the child;

2. The address of the child's residence;
3. The name of the child's school;
4. If the child is a homeless child or youth, the child's contact information and the name of the child's school;
5. A description of the nature of the problem of the child relating to the proposed or refused action, including facts relating to the problem; **and**
6. A proposed resolution of the problem to the extent known and available to the complaining party (you or the school district) at the time.

### **Notice required before a hearing on a due process complaint**

You or the school district may not have a due process hearing until you or the school district (or your attorney or the school district's attorney) files a due process complaint that includes the information listed above.

### **Sufficiency of complaint**

In order for a due process complaint to go forward, it must be considered sufficient. The due process complaint will be considered sufficient (to have met the content requirements above) unless the party receiving the due process complaint (you or the school district) notifies the hearing officer and the other party in writing, within 15 calendar days of receiving the complaint, that the receiving party believes that the due process complaint does not meet the requirements listed above.

Within five calendar days of receiving the notification that the receiving party (you or the school district) considers a due process complaint insufficient, the hearing officer must decide if the due process complaint meets the requirements listed above, and notify you and the school district in writing immediately.

### **Complaint amendment**

You or the school district may make changes to the complaint only if:

1. The other party approves of the changes in writing and is given the chance to resolve the due process complaint through a resolution meeting, described under the heading ***Resolution Process***; **or**
2. By no later than five days before the due process hearing begins, the hearing officer grants permission for the changes.

If the complaining party (you or the school district) makes changes to the due process complaint, the timelines for the resolution meeting (within 15 calendar days of receiving the complaint) and the time period for resolution (within 30 calendar days of receiving the complaint) start again on the date the amended complaint is filed.

### **Local educational agency (LEA) or school district response to a due process complaint**

If the school district has not sent a prior written notice to you, as described under the heading ***Prior Written Notice***, regarding the subject matter contained in your due

process complaint, the school district must, within 10 calendar days of receiving the due process complaint, send to you a response that includes:

1. An explanation of why the school district proposed or refused to take the action raised in the due process complaint;
2. A description of other options that your child's individualized education program (IEP) Team considered and the reasons why those options were rejected;
3. A description of each evaluation procedure, assessment, record, or report the school district used as the basis for the proposed or refused action; **and**
4. A description of the other factors that are relevant to the school district's proposed or refused action.

Providing the information in items 1-4 above does not prevent the school district from asserting that your due process complaint was insufficient.

### **Other party response to a due process complaint**

Except as stated under the sub-heading immediately above, ***Local educational agency (LEA) or school district response to a due process complaint***, the party receiving a due process complaint must, within 10 calendar days of receiving the complaint, send the other party a response that specifically addresses the issues in the complaint.

## **MODEL FORMS**

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### **34 CFR §300.509**

The State Educational Agency must develop model forms to help you to file a due process complaint and to help you and other parties to file a State complaint. However, your State or the school district may not require the use of these model forms. In fact, you can use the model form or another appropriate form, so long as it contains the required information for filing a due process complaint or a State complaint.

## **MEDIATION**

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### **34 CFR §300.506**

#### **General**

The school district must develop procedures that make mediation available to allow you and the school district to resolve disagreements involving any matter under Part B of IDEA, including matters arising prior to the filing of a due process complaint. Thus, mediation is available to resolve disputes under Part B of IDEA, whether or not you have filed a due process complaint to request a due process hearing as described under the heading ***Filing a Due Process Complaint***.

#### **Requirements**

The procedures must ensure that the mediation process:

1. Is voluntary on your part and the school district's part;
2. Is not used to deny or delay your right to a due process hearing, or to deny any other rights provided under Part B of IDEA; **and**
3. Is conducted by a qualified and impartial mediator who is trained in effective mediation techniques.

The school district may develop procedures that offer parents and schools that choose not to use the mediation process, an opportunity to meet, at a time and location convenient to you, with a disinterested party:

1. Who is under contract with an appropriate alternative dispute resolution entity, or a parent training and information center or community parent resource center in the State; **and**
2. Who would explain the benefits of, and encourage the use of, the mediation process to you.

The State must keep a list of people who are qualified mediators and know the laws and regulations relating to the provision of special education and related services. The State Educational Agency must select mediators on a random, rotational, or other impartial basis.

The State is responsible for the costs of the mediation process, including the costs of meetings.

Each meeting in the mediation process must be scheduled in a timely manner and held at a place that is convenient for you and the school district.

If you and the school district resolve a dispute through the mediation process, both parties must enter into a legally binding agreement that sets forth the resolution and:

1. States that all discussions that happened during the mediation process will remain confidential and may not be used as evidence in any subsequent due process hearing or civil proceeding (court case); **and**
2. Is signed by both you and a representative of the school district who has the authority to bind the school district.

A written, signed mediation agreement is enforceable in any State court of competent jurisdiction (a court that has the authority under State law to hear this type of case) or in a district court of the United States.

Discussions that happened during the mediation process must be confidential. They cannot be used as evidence in any future due process hearing or civil proceeding of any Federal court or State court of a State receiving assistance under Part B of IDEA.

### **Impartiality of mediator**

The mediator:

1. May not be an employee of the State Educational Agency or the school district that is involved in the education or care of your child; **and**

2. Must not have a personal or professional interest which conflicts with the mediator's objectivity.

A person who otherwise qualifies as a mediator is not an employee of a school district or State agency solely because he or she is paid by the agency or school district to serve as a mediator.

## RESOLUTION PROCESS

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### 34 CFR §300.510

#### Resolution meeting

Within 15 calendar days of receiving notice of your due process complaint, and before the due process hearing begins, the school district must convene a meeting with you and the relevant member or members of the individualized education program (IEP) Team who have specific knowledge of the facts identified in your due process complaint. The meeting:

1. Must include a representative of the school district who has decision-making authority on behalf of the school district; **and**
2. May not include an attorney of the school district unless you are accompanied by an attorney.

You and the school district determine the relevant members of the IEP Team to attend the meeting.

The purpose of the meeting is for you to discuss your due process complaint, and the facts that form the basis of the complaint, so that the school district has the opportunity to resolve the dispute.

The resolution meeting is not necessary if:

1. You and the school district agree in writing to waive the meeting; **or**
2. You and the school district agree to use the mediation process, as described under the heading *Mediation*.

#### Resolution period

If the school district has not resolved the due process complaint to your satisfaction within 30 calendar days of the receipt of the due process complaint (during the time period for the resolution process), the due process hearing may occur.

The 45-calendar-day timeline for issuing a final due process hearing decision, as described under the heading, ***Hearing Decisions***, begins at the expiration of the 30-calendar-day resolution period, with certain exceptions for adjustments made to the 30-calendar-day resolution period, as described below.

Except where you and the school district have both agreed to waive the resolution process or to use mediation, your failure to participate in the resolution meeting will delay the timelines for the resolution process and due process hearing until the meeting

is held.

If after making reasonable efforts and documenting such efforts, the school district is not able to obtain your participation in the resolution meeting, the school district may, at the end of the 30-calendar-day resolution period, request that a hearing officer dismiss your due process complaint. Documentation of such efforts must include a record of the school district's attempts to arrange a mutually agreed upon time and place, such as:

1. Detailed records of telephone calls made or attempted and the results of those calls;
2. Copies of correspondence sent to you and any responses received; and
3. Detailed records of visits made to your home or place of employment and the results of those visits.

If the school district fails to hold the resolution meeting within 15 calendar days of receiving notice of your due process complaint or fails to participate in the resolution meeting, you may ask a hearing officer to begin the 45-calendar-day due process hearing timeline.

### **Adjustments to the 30-calendar-day resolution period**

If you and the school district agree in writing to waive the resolution meeting, then the 45-calendar-day timeline for the due process hearing starts the next day.

After the start of mediation or the resolution meeting and before the end of the 30-calendar-day resolution period, if you and the school district agree in writing that no agreement is possible, then the 45-calendar-day timeline for the due process hearing starts the next day.

If you and the school district agree to use the mediation process but have not yet reached agreement, at the end of the 30-calendar-day resolution period the mediation process may be continued until an agreement is reached if both parties agree to the continuation in writing. However, if either you or the school district withdraws from the mediation process during this continuation period, then the 45-calendar-day timeline for the due process hearing starts the next day.

### **Written settlement agreement**

If a resolution to the dispute is reached at the resolution meeting, you and the school district must enter into a legally binding agreement that is:

1. Signed by you and a representative of the school district who has the authority to bind the school district; and
2. Enforceable in any State court of competent jurisdiction (a State court that has authority to hear this type of case) or in a district court of the United States or by the State Educational Agency, if your State has another mechanism or procedures that permit parties to seek enforcement of resolution agreements.

### **Agreement review period**

If you and the school district enter into an agreement as a result of a resolution meeting,



either party (you or the school district) may void the agreement within 3 business days of the time that both you and the school district signed the agreement.

## HEARINGS ON DUE PROCESS COMPLAINTS

### IMPARTIAL DUE PROCESS HEARING

#### 34 CFR §300.511

##### General

Whenever a due process complaint is filed, you or the school district involved in the dispute must have an opportunity for an impartial due process hearing, as described in the ***Due Process Complaint*** and ***Resolution Process*** sections.

Impartial hearing officer

At a minimum, a hearing officer:

1. Must not be an employee of the State Educational Agency or the school district that is involved in the education or care of the child. However, a person is not an employee of the agency solely because he or she is paid by the agency to serve as a hearing officer;
2. Must not have a personal or professional interest that conflicts with the hearing officer's objectivity in the hearing;
3. Must be knowledgeable and understand the provisions of IDEA, Federal and State regulations pertaining to IDEA, and legal interpretations of IDEA by Federal and State courts; **and**
4. Must have the knowledge and ability to conduct hearings, and to make and write decisions, consistent with appropriate, standard legal practice.

Each school district must keep a list of those persons who serve as hearing officers that includes a statement of the qualifications of each hearing officer.

##### Subject matter of due process hearing

The party (you or the school district) that requests the due process hearing may not raise issues at the due process hearing that were not addressed in the due process complaint, unless the other party agrees.

##### Timeline for requesting a hearing

You or the school district must request an impartial hearing on a due process complaint within two years of the date you or the school district knew or should have known about the issue addressed in the complaint.

##### Exceptions to the timeline

The above timeline does not apply to you if you could not file a due process complaint

because:

1. The school district specifically misrepresented that it had resolved the problem or issue that you are raising in your complaint; **or**
2. The school district withheld information from you that it was required to provide to you under Part B of IDEA.

## HEARING RIGHTS

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### 34 CFR §300.512

#### General

You have the right to represent yourself at a due process hearing (including a hearing relating to disciplinary procedures) or an appeal with a hearing to receive additional evidence, as described under the subheading, ***Appeal of decisions; impartial review***. In addition, any party to a hearing has the right to:

1. Be accompanied and advised by an attorney and/or persons with special knowledge or training regarding the problems of children with disabilities;
2. Be represented at the hearing by an attorney;
3. Present evidence and confront, cross-examine, and require the attendance of witnesses;
4. Prohibit the introduction of any evidence at the hearing that has not been disclosed to the other party at least five business days before the hearing;
5. Obtain a written, or, at your option, electronic, word-for-word record of the hearing; **and**
6. Obtain written, or, at your option, electronic findings of fact and decisions.

#### Additional disclosure of information

At least five business days prior to a due process hearing, you and the school district must disclose to each other all evaluations completed by that date and recommendations based on those evaluations that you or the school district intend to use at the hearing.

A hearing officer may prevent any party that fails to comply with this requirement from introducing the relevant evaluation or recommendation at the hearing without the consent of the other party.

#### Parental rights at hearings

You must be given the right to:

1. Have your child present at the hearing;
2. Open the hearing to the public; **and**
3. Have the record of the hearing, the findings of fact and decisions provided to you

at no cost.

## HEARING DECISIONS

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### 34 CFR §300.513

#### Decision of the hearing officer

A hearing officer's decision on whether your child received a free appropriate public education (FAPE) must be based on evidence and arguments that directly relate to FAPE.

In matters alleging a procedural violation (such as "an incomplete IEP Team"), a hearing officer may find that your child did not receive FAPE only if the procedural violations:

1. Interfered with your child's right to a free appropriate public education (FAPE);
2. Significantly interfered with your opportunity to participate in the decision-making process regarding the provision of a free appropriate public education (FAPE) to your child; or
3. Caused your child to be deprived of an educational benefit.

None of the provisions described above can be interpreted to prevent a hearing officer from ordering a school district to comply with the requirements in the procedural safeguards section of the Federal regulations under Part B of IDEA (34 CFR §§300.500 through 300.536).

#### Separate request for a due process hearing

Nothing in the procedural safeguards section of the Federal regulations under Part B of IDEA (34 CFR §§300.500 through 300.536) can be interpreted to prevent you from filing a separate due process complaint on an issue separate from a due process complaint already filed.

#### Findings and decision provided to the advisory panel and general public

The State Educational Agency or the school district, (whichever was responsible for your hearing) after deleting any personally identifiable information, must:

1. Provide the findings and decisions in the due process hearing or appeal to the State special education advisory panel; and
2. Make those findings and decisions available to the public.

## APPEALS

## FINALITY OF DECISION; APPEAL; IMPARTIAL REVIEW

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### 34 CFR §300.514

### **Finality of hearing decision**

A decision made in a due process hearing (including a hearing relating to disciplinary procedures) is final, except that any party involved in the hearing (you or the school district) may appeal the decision by bringing a civil action, as described under the heading ***Civil Actions, Including the Time Period in Which to File Those Actions***.

## **TIMELINES AND CONVENIENCE OF HEARINGS AND REVIEWS**

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### **34 CFR §300.515**

The State Educational Agency must ensure that not later than 45 calendar days after the expiration of the 30-calendar-day period for resolution meetings or, as described under the sub-heading ***Adjustments to the 30-calendar-day resolution period***, not later than 45 calendar days after the expiration of the adjusted time period:

1. A final decision is reached in the hearing; and
2. A copy of the decision is mailed to each of the parties.

A hearing officer may grant specific extensions of time beyond the 45-calendar-day time period described above at the request of either party (you or the school district).

Each hearing must be conducted at a time and place that is reasonably convenient to you and your child.

## **CIVIL ACTIONS, INCLUDING THE TIME PERIOD IN WHICH TO FILE THOSE ACTIONS**

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### **34 CFR §300.516**

#### **General**

Any party (you or the school district) who does not agree with the findings and decision in the due process hearing (including a hearing relating to disciplinary procedures) has the right to bring a civil action with respect to the matter that was the subject of the due process hearing. The action may be brought in a State court of competent jurisdiction (a State court that has authority to hear this type of case) or in a district court of the United States without regard to the amount in dispute.

#### **Time limitation**

The party (you or the school district) bringing the action shall have 42 calendar days from the date of the decision of the hearing officer to file a civil action.

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#### **Additional procedures**

In any civil action, the court:

1. Receives the records of the administrative proceedings;
2. Hears additional evidence at your request or at the school district's request; **and**
3. Bases its decision on the preponderance of the evidence and grants the relief that the court determines to be appropriate.

Under appropriate circumstances, judicial relief may include reimbursement of private school tuition and compensatory education services.

### **Jurisdiction of district courts**

The district courts of the United States have authority to rule on actions brought under Part B of IDEA without regard to the amount in dispute.

### **Rule of construction**

Nothing in Part B of IDEA restricts or limits the rights, procedures, and remedies available under the U.S. Constitution, the Americans with Disabilities Act of 1990, Title V of the Rehabilitation Act of 1973 (Section 504), or other Federal laws protecting the rights of children with disabilities, except that before the filing of a civil action under these laws seeking relief that is also available under Part B of IDEA, the due process procedures described above must be exhausted to the same extent as would be required if the party filed the action under Part B of IDEA. This means that you may have remedies available under other laws that overlap with those available under IDEA, but in general, to obtain relief under those other laws, you must first use the available administrative remedies under IDEA (i.e., the due process complaint; resolution process, including the resolution meeting; and impartial due process hearing procedures) before going directly into court.

## **THE CHILD'S PLACEMENT WHILE THE DUE PROCESS COMPLAINT AND HEARING ARE PENDING**

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### **34 CFR §300.518**

Except as provided below under the heading ***PROCEDURES WHEN DISCIPLINING CHILDREN WITH DISABILITIES***, once a due process complaint is sent to the other party, during the resolution process time period, and while waiting for the decision of any impartial due process hearing or court proceeding, unless you and the State or school district agree otherwise, your child must remain in his or her current educational placement.

If the due process complaint involves an application for initial admission to public school, your child, with your consent, must be placed in the regular public school program until the completion of all such proceedings.

If the due process complaint involves an application for initial services under Part B of IDEA for a child who is transitioning from being served under Part C of IDEA to Part B of IDEA and who is no longer eligible for Part C services because the child has turned three, the school district is not required to provide the Part C services that the child has

been receiving. If the child is found eligible under Part B of IDEA and you consent for your child to receive special education and related services for the first time, then, pending the outcome of the proceedings, the school district must provide those special education and related services that are not in dispute (those which you and the school district both agree upon).

If a hearing officer in a due process hearing conducted by the State Educational Agency agrees with you that a change of placement is appropriate, that placement must be treated as your child's current educational placement where your child will remain while waiting for the decision of any impartial due process hearing or court proceeding.

## **ATTORNEYS' FEES**

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### **34 CFR §300.517**

#### **General**

In any action or proceeding brought under Part B of IDEA, the court, in its discretion, may award reasonable attorneys' fees as part of the costs to you, if you prevail (win).

In any action or proceeding brought under Part B of IDEA, the court, in its discretion, may award reasonable attorneys' fees as part of the costs to a prevailing State Educational Agency or school district, to be paid by your attorney, if the attorney: (a) filed a complaint or court case that the court finds is frivolous, unreasonable, or without foundation; or (b) continued to litigate after the litigation clearly became frivolous, unreasonable, or without foundation; or

In any action or proceeding brought under Part B of IDEA, the court, in its discretion, may award reasonable attorneys' fees as part of the costs to a prevailing State Educational Agency or school district, to be paid by you or your attorney, if your request for a due process hearing or later court case was presented for any improper purpose, such as to harass, to cause unnecessary delay, or to unnecessarily increase the cost of the action or proceeding (hearing).

#### **Award of fees**

A court awards reasonable attorneys' fees as follows:

1. Fees must be based on rates prevailing in the community in which the action or proceeding arose for the kind and quality of services furnished. No bonus or multiplier may be used in calculating the fees awarded.
2. Attorneys' fees may not be awarded and related costs may not be reimbursed in any action or proceeding under Part B of IDEA for services performed after a written offer of settlement is made to you if:
  - a. The offer is made within the time prescribed by Rule 68 of the Federal Rules of Civil Procedure or, in the case of a due process hearing or State-level review, at any time more than 10 calendar days before the proceeding begins;

- b. The offer is not accepted within 10 calendar days; **and**
- c. The court or administrative hearing officer finds that the relief finally obtained by you is not more favorable to you than the offer of settlement.

Despite these restrictions, an award of attorneys' fees and related costs may be made to you if you prevail and you were substantially justified in rejecting the settlement offer.

1. Fees may not be awarded relating to any meeting of the individualized education program (IEP) Team unless the meeting is held as a result of an administrative proceeding or court action.

Fees also may not be awarded for a mediation as described under the heading ***Mediation***.

A resolution meeting, as described under the heading ***Resolution Process***, is not considered a meeting convened as a result of an administrative hearing or court action, and also is not considered an administrative hearing or court action for purposes of these attorneys' fees provisions.

The court reduces, as appropriate, the amount of the attorneys' fees awarded under Part B of IDEA, if the court finds that:

1. You, or your attorney, during the course of the action or proceeding, unreasonably delayed the final resolution of the dispute;
2. The amount of the attorneys' fees otherwise authorized to be awarded unreasonably exceeds the hourly rate prevailing in the community for similar services by attorneys of reasonably similar skill, reputation, and experience;
3. The time spent and legal services furnished were excessive considering the nature of the action or proceeding; **or**
4. The attorney representing you did not provide to the school district the appropriate information in the due process request notice as described under the heading ***Due Process Complaint***.

However, the court may not reduce fees if the court finds that the State or school district unreasonably delayed the final resolution of the action or proceeding or there was a violation under the procedural safeguards provisions of Part B of IDEA.

## PROCEDURES WHEN DISCIPLINING CHILDREN WITH DISABILITIES

### AUTHORITY OF SCHOOL PERSONNEL

#### 34 CFR §300.530

##### Case-by-case determination

School personnel may consider any unique circumstances on a case-by-case basis when determining whether a change of placement, made in accordance with the

following requirements related to discipline, is appropriate for a child with a disability who violates a school code of student conduct.

### General

To the extent that they also take such action for children without disabilities, school personnel may, for not more than **10 school days** in a row, remove a child with a disability who violates a code of student conduct from his or her current placement to an appropriate interim alternative educational setting, another setting, or suspension. School personnel may also impose additional removals of the child of not more than **10 school days** in a row in that same school year for separate incidents of misconduct, as long as those removals do not constitute a change of placement (see the heading ***Change of Placement Because of Disciplinary Removals*** for the definition).

Once a child with a disability has been removed from his or her current placement for a total of **10 school days** in the same school year, the school district must, during any subsequent days of removal in that school year, provide services to the extent required below under the sub-heading **Services**.

### Additional authority

If the behavior that violated the student code of conduct was not a manifestation of the child's disability (see the subheading ***Manifestation determination***) and the disciplinary change of placement would exceed **10 school days** in a row, school personnel may apply the disciplinary procedures to that child with a disability in the same manner and for the same duration as it would to children without disabilities, except that the school must provide services to that child as described below under **Services**. The child's IEP Team determines the interim alternative educational setting for such services.

### Services

The school district does not provide services to a child with a disability or a child without a disability who has been removed from his or her current placement for **10 school days or less** in that school year.

A child with a disability who is removed from the child's current placement for **more than 10 school days** and the behavior is not a manifestation of the child's disability (see subheading, ***Manifestation determination***) or who is removed under special circumstances (see the subheading, ***Special circumstances***) must:

1. Continue to receive educational services (have available a free appropriate public education), so as to enable the child to continue to participate in the general education curriculum, although in another setting (that may be an interim alternative educational setting), and to progress toward meeting the goals set out in the child's IEP; **and**
2. Receive, as appropriate, a functional behavioral assessment, and behavioral intervention services and modifications, which are designed to address the behavior violation so that it does not happen again.



After a child with a disability has been removed from his or her current placement for **10 school days** in that same school year, and if the current removal is for **10 school days** in a row or less **and** if the removal is not a change of placement (see definition below), then school personnel, in consultation with at least one of the child's teachers, determine the extent to which services are needed to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP.

If the removal is a change of placement (see the heading, ***Change of Placement Because of Disciplinary Removals***), the child's IEP Team determines the appropriate services to enable the child to continue to participate in the general education curriculum, although in another setting (that may be an interim alternative educational setting), and to progress toward meeting the goals set out in the child's IEP.

### **Manifestation determination**

Within **10 school days** of any decision to change the placement of a child with a disability because of a violation of a code of student conduct (except for a removal that is for **10 school days** in a row or less and not a change of placement), the school district, you, and other relevant members of the IEP Team (as determined by you and the school district) must review all relevant information in the student's file, including the child's IEP, any teacher observations, and any relevant information provided by you to determine:

1. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
2. If the conduct in question was the direct result of the school district's failure to implement the child's IEP.

If the school district, you, and other relevant members of the child's IEP Team determine that either of those conditions was met, the conduct must be determined to be a manifestation of the child's disability.

If the school district, you, and other relevant members of the child's IEP Team determine that the conduct in question was the direct result of the school district's failure to implement the IEP, the school district must take immediate action to remedy those deficiencies.

### **Determination that behavior was a manifestation of the child's disability**

If the school district, you, and other relevant members of the IEP Team determine that the conduct was a manifestation of the child's disability, the IEP Team must either:

1. Conduct a functional behavioral assessment, unless the school district had conducted a functional behavioral assessment before the behavior that resulted in the change of placement occurred, and implement a behavioral intervention plan for the child; or
2. If a behavioral intervention plan already has been developed, review the behavioral intervention plan, and modify it, as necessary, to address the behavior.

Except as described below under the sub-heading ***Special circumstances***, the school district must return your child to the placement from which your child was removed, unless you and the district agree to a change of placement as part of the modification of the behavioral intervention plan.

### **Special circumstances**

Whether or not the behavior was a manifestation of your child's disability, school personnel may remove a student to an interim alternative educational setting (determined by the child's IEP Team) for not more than 45 school days, if your child:

1. Carries a weapon (see the definition below) to school or has a weapon at school, on school premises, or at a school function under the jurisdiction of the State Educational Agency or a school district;
2. Knowingly has or uses illegal drugs (see the definition below), or sells or solicits the sale of a controlled substance, (see the definition below), while at school, on school premises, or at a school function under the jurisdiction of the State Educational Agency or a school district; **or**
3. Has inflicted serious bodily injury (see the definition below) upon another person while at school, on school premises, or at a school function under the jurisdiction of the State Educational Agency or a school district.

### **Definitions**

*Controlled substance* means a drug or other substance identified under schedules I, II, III, IV, or V in section 202(c) of the Controlled Substances Act (21 U.S.C. 812(c)).

*Illegal drug* means a controlled substance; but does not include a controlled substance that is legally possessed or used under the supervision of a licensed health-care professional or that is legally possessed or used under any other authority under that Act or under any other provision of Federal law.

*Serious bodily injury* has the meaning given the term "serious bodily injury" under paragraph (3) of subsection (h) of section 1365 of title 18, United States Code.

*Weapon* has the meaning given the term "dangerous weapon" under paragraph (2) of the first subsection (g) of section 930 of title 18, United States Code.

### **Notification**

On the date it makes the decision to make a removal that is a change of placement of your child because of a violation of a code of student conduct, the school district must notify you of that decision, and provide you with a procedural safeguards notice.

## **CHANGE OF PLACEMENT BECAUSE OF DISCIPLINARY REMOVALS**

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**34 CFR §300.536**

A removal of your child with a disability from your child's current educational placement is a **change of placement** if:

1. The removal is for more than 10 school days in a row; **or**
2. Your child has been subjected to a series of removals that constitute a pattern because:
  - a. The series of removals total more than 10 school days in a school year;
  - b. Your child's behavior is substantially similar to the child's behavior in previous incidents that resulted in the series of removals; and
  - c. Of such additional factors as the length of each removal, the total amount of time your child has been removed, and the proximity of the removals to one another.

Whether a pattern of removals constitutes a change of placement is determined on a case-by-case basis by the school district and, if challenged, is subject to review through due process and judicial proceedings.

## DETERMINATION OF SETTING

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### 34 CFR §300.531

The individualized education program (IEP) Team determines the interim alternative educational setting for removals that are **changes of placement**, and removals under the subheadings ***Additional authority*** and ***Special circumstances***.

## APPEAL

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### 34 CFR §300.532

#### General

You may file a due process complaint (see the heading ***Due Process Complaint Procedures***) to request a due process hearing if you disagree with:

1. Any decision regarding placement made under these discipline provisions; **or**
2. The manifestation determination described above.

The school district may file a due process complaint (see above) to request a due process hearing if it believes that maintaining the current placement of your child is substantially likely to result in injury to your child or to others.

#### Authority of hearing officer

A hearing officer that meets the requirements described under the subheading ***Impartial hearing officer*** must conduct the due process hearing and make a decision. The hearing officer may:

1. Return your child with a disability to the placement from which your child was

removed if the hearing officer determines that the removal was a violation of the requirements described under the heading ***Authority of School Personnel***, or that your child's behavior was a manifestation of your child's disability; or

2. Order a change of placement of your child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of your child is substantially likely to result in injury to your child or to others.

These hearing procedures may be repeated, if the school district believes that returning your child to the original placement is substantially likely to result in injury to your child or to others.

Whenever you or a school district files a due process complaint to request such a hearing, a hearing must be held that meets the requirements described under the headings ***Due Process Complaint Procedures, Hearings on Due Process Complaints***, except as follows:

1. The State Educational Agency or school district must arrange for an expedited due process hearing, which must occur within **20** school days of the date the hearing is requested and must result in a determination within **10** school days after the hearing.
2. Unless you and the school district agree in writing to waive the meeting, or agree to use mediation, a resolution meeting must occur within **seven** calendar days of receiving notice of the due process complaint. The hearing may proceed unless the matter has been resolved to the satisfaction of both parties within **15** calendar days of receipt of the due process complaint.
3. A State may establish different procedural rules for expedited due process hearings than it has established for other due process hearings, but except for the timelines, those rules must be consistent with the rules in this document regarding due process hearings.

You or the school district may appeal the decision in an expedited due process hearing in the same way as for decisions in other due process hearings (see the heading ***Appeal***).

## **PLACEMENT DURING APPEALS**

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### **34 CFR §300.533**

When, as described above, you or the school district file a due process complaint related to disciplinary matters, your child must (unless you and the State Educational Agency or school district agree otherwise) remain in the interim alternative educational setting pending the decision of the hearing officer, or until the expiration of the time period of removal as provided for and described under the heading ***Authority of School Personnel***, whichever occurs first.

## PROTECTIONS FOR CHILDREN NOT YET ELIGIBLE FOR SPECIAL EDUCATION AND RELATED SERVICES

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### 34 CFR §300.534

#### General

If your child has not been determined eligible for special education and related services and violates a code of student conduct, but the school district had knowledge (as determined below) before the behavior that brought about the disciplinary action occurred, that your child was a child with a disability, then your child may assert any of the protections described in this notice.

#### Basis of knowledge for disciplinary matters

A school district will be deemed to have knowledge that your child is a child with a disability if, before the behavior that brought about the disciplinary action occurred:

1. You expressed concern in writing to supervisory or administrative personnel of the appropriate educational agency, or to your child's teacher that your child is in need of special education and related services;
2. You requested an evaluation related to eligibility for special education and related services under Part B of IDEA; **or**
3. Your child's teacher or other school district personnel expressed specific concerns about a pattern of behavior demonstrated by your child directly to the school district's director of special education or to other supervisory personnel of the school district.

#### Exception

A school district would not be deemed to have such knowledge if:

1. You have not allowed an evaluation of your child or have refused special education services; **or**
2. Your child has been evaluated and determined to not be a child with a disability under Part B of IDEA.

#### Conditions that apply if there is no basis of knowledge

If prior to taking disciplinary measures against your child, a school district does not have knowledge that your child is a child with a disability, as described above under the sub-headings ***Basis of knowledge for disciplinary matters*** and ***Exception***, your child may be subjected to the disciplinary measures that are applied to children without disabilities who engage in comparable behaviors.

However, if a request is made for an evaluation of your child during the time period in which your child is subjected to disciplinary measures, the evaluation must be conducted in an expedited manner.

Until the evaluation is completed, your child remains in the educational placement

determined by school authorities, which can include suspension or expulsion without educational services.

If your child is determined to be a child with a disability, taking into consideration information from the evaluation conducted by the school district, and information provided by you, the school district must provide special education and related services in accordance with Part B of IDEA, including the disciplinary requirements described above.

## **REFERRAL TO AND ACTION BY LAW ENFORCEMENT AND JUDICIAL AUTHORITIES**

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### **34 CFR §300.535**

Part B of IDEA does not:

1. Prohibit an agency from reporting a crime committed by a child with a disability to appropriate authorities; or
2. Prevent State law enforcement and judicial authorities from exercising their responsibilities with regard to the application of Federal and State law to crimes committed by a child with a disability.

### **Transmittal of records**

If a school district reports a crime committed by a child with a disability, the school district:

1. Must ensure that copies of the child's special education and disciplinary records are transmitted for consideration by the authorities to whom the agency reports the crime; and
2. May transmit copies of the child's special education and disciplinary records only to the extent permitted by the Family Educational Rights and Privacy Act (FERPA).

## **REQUIREMENTS FOR UNILATERAL PLACEMENT BY PARENTS OF CHILDREN IN PRIVATE SCHOOLS AT PUBLIC EXPENSE**

### **GENERAL**

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### **34 CFR §300.148**

Part B of IDEA does not require a school district to pay for the cost of education, including special education and related services, of your child with a disability at a private school or facility if the school district made a free appropriate public education (FAPE) available to your child and you choose to place the child in a private school or facility. However, the school district where the private school is located must include

your child in the population whose needs are addressed under the Part B provisions regarding children who have been placed by their parents in a private school under 34 CFR §§300.131 through 300.144.

### **Reimbursement for private school placement**

If your child previously received special education and related services under the authority of a school district, and you choose to enroll your child in a private preschool, elementary school, or secondary school without the consent of or referral by the school district, a court or a hearing officer may require the agency to reimburse you for the cost of that enrollment if the court or hearing officer finds that the agency had not made a free appropriate public education (FAPE) available to your child in a timely manner prior to that enrollment and that the private placement is appropriate. A hearing officer or court may find your placement to be appropriate, even if the placement does not meet the State standards that apply to education provided by the State Educational Agency and school districts.

### **Limitation on reimbursement**

The cost of reimbursement described in the paragraph above may be reduced or denied:

1. If: (a) At the most recent individualized education program (IEP) meeting that you attended prior to your removal of your child from the public school, you did not inform the IEP Team that you were rejecting the placement proposed by the school district to provide FAPE to your child, including stating your concerns and your intent to enroll your child in a private school at public expense; or (b) At least 10 business days (including any holidays that occur on a business day) prior to your removal of your child from the public school, you did not give written notice to the school district of that information;
2. If, prior to your removal of your child from the public school, the school district provided prior written notice to you of its intent to evaluate your child (including a statement of the purpose of the evaluation that was appropriate and reasonable), but you did not make the child available for the evaluation; **or**
3. Upon a court's finding that your actions were unreasonable.

However, the cost of reimbursement:

1. Must not be reduced or denied for failure to provide the notice if: (a) The school prevented you from providing the notice; (b) You had not received notice of your responsibility to provide the notice described above; or (c) Compliance with the requirements above would likely result in physical harm to your child; **and**
2. May, in the discretion of the court or a hearing officer, not be reduced or denied for your failure to provide the required notice if: (a) You are not literate or cannot write in English; or (b) Compliance with the above requirement would likely result in serious emotional harm to your child.

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## CHAPTER 12: DISCIPLINE

Schools are encouraged to address student misconduct through appropriate school-wide discipline policies, instructional services, and/or related services. If a student with a disability has behavior problems that interfere with his or her learning or the learning of others, an individualized education program (IEP) team shall consider the use of strategies, including positive behavioral supports (PBS) and interventions, to address the behavior. If the IEP team determines that such services are needed, they must be included in the IEP and must be implemented.

Students with disabilities who are subject to disciplinary actions by a district are entitled to all of the due process rights afforded students without disabilities under Section 33-205, Idaho Code and state and local policies. In addition to these rights, the IDEA provides special education rights and additional discipline procedures to a student with a disability whom the district is removing from his or her current educational placement. These procedures come into play when the district is unable to work out an appropriate placement for the student with the parent/adult student. Further, these procedures do not prevent district personnel from maintaining a safe environment conducive to learning that is critical for all students.

Even though Idaho Code allows district personnel to “temporarily suspend” students for up to twenty (20) school days, all students with disabilities who have been suspended or expelled for more than ten (10) consecutive or cumulative school days in a school year retain the right to a free appropriate public education. (FAPE).

### Section 1. General Discipline Provisions

The general requirements pertaining to the discipline procedures of special education students are as follows:

1. District personnel may remove a student from his or her current placement to an appropriate Interim Alternative Education Setting (IAES) or another setting for not more than ten (10) consecutive days to the extent those alternatives are applied to students without disabilities.
2. District personnel may suspend any student, including a special education student, for up to ten (10) cumulative school days in a school year if he or she violates the code of student conduct, and services may cease during this period. In accordance with Idaho Code (unless services are provided to students who are nondisabled who are also suspended):
  - a. A school principal has the authority to order a temporary disciplinary suspension for up to five (5) school days.

- b. The superintendent can extend the disciplinary suspension for an additional ten (10) school days.
  - c. Provided, that on a finding by the Board of Trustees that the student's immediate return to school would be detrimental to other students' health, welfare or safety, the Board of Trustees may extend the temporary suspension for an additional five (5) school days.
  - d. Prior to suspending any student, the superintendent or principal shall grant an informal hearing on the reasons for the suspension and the opportunity to challenge those reasons. Any student who has been suspended may be readmitted to the school by the superintendent or principal who suspended him or her upon such reasonable conditions as said superintendent or principal may prescribe.
3. A series of suspensions exceeding ten (10) days in a school year shall not constitute a pattern of removals resulting in a change of placement, without following the procedures discussed in this chapter.
4. Students who have not been determined eligible for special education may be entitled to an evaluation and other IDEA rights—including the right to FAPE during periods of disciplinary suspension that extend beyond ten (10) cumulative school days in a school year if:
- a. The district had basis of knowledge that the student met the IDEA eligibility prior to the behavior that precipitated the disciplinary suspension; and
  - b. The parent/adult student asserts the right to FAPE.

## Section 2. Actions Involving a Change of Placement for Disciplinary Reasons

A change of placement is a removal from the student's current educational placement for more than ten (10) consecutive school days or a series of removals that constitute a pattern when they total more than ten (10) cumulative school days in a school year. Factors such as the student's behavior is substantially similar to behavior in previous incidents that resulted in series of removals, the length of the removal, the proximity of the removals to one another, and the total amount of time the student is removed are indicators of a pattern. Whether a pattern of removals constitutes a change of placement will be determined on a case-by-case basis by the district; the district's determination is subject to review through an expedited due process hearing and judicial proceedings. The district may consider any unique circumstances in determining whether to pursue a disciplinary change of placement.

The parent shall be provided with written notice on the date on which the decision is made to remove the student if it constitutes a change of placement. A copy of the IDEA's procedural

safeguards shall be provided with the notice.

Even if the disciplinary action is to suspend or expel a student, FAPE [educational services] cannot cease for more than ten (10) cumulative school days in a school year.

A manifestation determination is required if the district is considering removing a student with a disability from his or her educational placement for disciplinary reasons which constitute a change of placement or placing a student in an IAES. A manifestation determination is defined as a review of the relationship between the student's disability and the behavior subject to disciplinary action. See Section 4 of this chapter for more information.

**A. District Actions Resulting in a Change of Placement**

District administrators change a student's placement by

1. Unilaterally removing a special education student from his or her current placement for:
  - a. more than ten (10) consecutive school days in a school year; or
  - b. subjecting a special education student to a series of removals that constitute a pattern:
    - 1) because the series of removals total more than ten (10) school days in a school year;
    - 2) because the student's behavior is substantially similar to behavior in previous incidents that resulted in the series of removals; and
    - 3) because of such additional factors as the length of each removal, the total amount of time the student is removed, and the proximity of the removals to one another.
2. District personnel may remove a student to an IAES for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability if the student:
  - a. carries a weapon to or possesses a weapon at school, on school premises, or to or at a school function under the jurisdiction of a State Education Agency (SEA) or a Local Education Agency (LEA); or
  - b. knowingly possesses or uses illegal drugs *or* sells or solicits the sale of a controlled substance while at school, on school premises, or at a school function under the jurisdiction of an SEA or an LEA; or
  - c. has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of an SEA or an LEA.

**B. Hearing Officer Actions Resulting in a Change of Placement**

Through an expedited due process hearing, district administrators may ask a hearing officer to place a student with a disability in an appropriate IAES.

1. In requesting a hearing officer to place a student in an IAES, the district must:
  - a. demonstrate by substantial evidence that maintaining the current placement is substantially likely to result in injury to the student or others; and
  - b. indicate whether the request is for an *initial* period of not more than forty-five (45) school days or an *additional* period of not more than forty-five (45) school days.
2. In determining whether to grant a district's request to place a student in an IAES, the hearing officer must determine that the IAES proposed by ~~district personnel in consultation with the student's special education teacher or~~ the IEP team is appropriate.

**C. Court Actions Resulting in a Change of Placement**

District administrators may seek a court order (called a "Honig Injunction") to remove a special education student from school or the current placement at any time. Educational services [FAPE] shall not cease during an injunction.

**Section 3. FAPE Considerations**

Services shall not cease and the district shall always provide FAPE to the student with a disability:

1. after a student with a disability is removed for ten (10) school days in the same school year and subsequent days of removal; and
2. there is a disciplinary change of placement.

**A. District Actions When There is Not a Change in Placement**

1. Notify the parent/adult student of the disciplinary action to be taken on the date of the decision.
2. School personnel, in consultation with at least one of the child's teachers, determine the extent to which services are needed so as to enable the child to continue to participate in the general education curriculum although in another setting and to progress towards meeting IEP goals.

3. Conduct as appropriate a functional behavioral assessment (FBA) and provide behavioral intervention services and accommodations or adaptations designed to address the behavior violation so that it does not recur.

**B. District Actions When There is a Change of Placement**

Whenever disciplinary action results in a change in placement, the district must:

1. notify the parent/adult student of the disciplinary action to be taken on the date of the decision and provide a copy of the *Procedural Safeguards Notice*;
2. hold an IEP team meeting to determine the extent to which services are needed so as to enable the child to continue to participate in the general education curriculum although in another setting and to progress towards meeting IEP goals; and
3. conduct a manifestation determination immediately, if possible, but not later than ten (10) school days after the date on which the decision to take the disciplinary action is made.

**C. FAPE Requirements in an IAES**

If the student's placement will change to an IAES, the IEP team shall select an IAES that enables the student to:

1. continue to participate in the general education curriculum;
2. progress toward meeting the goals set out in his or her IEP; and
3. receive, as appropriate, an FBA and behavioral intervention services to address the behavior violation so that it does not recur.

**D. Transportation**

If the IEP team determines that special transportation is required as a related service it must be included in the IEP, all procedural safeguards under the IDEA shall be afforded to the student in matters concerning transportation. Whether a suspension from the bus counts as a suspension from school depends on whether bus transportation is identified on the IEP:

1. If bus transportation is on the IEP, a suspension from the bus would be treated as a suspension from school (unless the district provides transportation services in some other way, such as "transportation in lieu of") because transportation is necessary for the student to obtain access to the location where all other services will be delivered.
2. If bus transportation is not on the IEP, a suspension from the bus would not be counted as suspension from school. In these cases, the student and the parent would have the same obligation to get to and from school as a student without a disability who had

been suspended from the bus.

If the student's behavior on the bus results in a suspension from the bus, the IEP team shall consider whether the behavior should be addressed in a Behavioral Intervention Plan (BIP).

#### Section 4. Procedures for a Manifestation Determination

A manifestation determination by the parent/adult student and relevant IEP team members (as determined by the district and parents/adult students) involves a review of the relationship between the student's disability and the behavior subject to disciplinary action.

##### A. Actions Involving a Manifestation Determination

When a disciplinary action results in a change of placement or placement in an IAES, the district will take the following actions:

1. The parent/adult student will be notified of the disciplinary action and provided with a copy of the *Procedural Safeguards Notice* not later than the date on which the decision to take disciplinary action is made.
2. A meeting will be held ~~immediately, if possible, but~~ no later than ten (10) school days after the date on which the decision to take disciplinary action is made. This meeting will include the district, the parent/adult student, and other relevant members of the IEP team (as determined by the parent and the district). The purpose of the meeting is to review all relevant information in the student's file including:
  - a. the student's IEP;
  - b. any teacher observations; and
  - c. any relevant information provided by the parent/adult student.
3. Based on a review of the information, the district, parent, and relevant members IEP team as determined by the parent and the district, will determine if the conduct in question was:
  - a. caused by or had a direct and substantial relationship to the student's disability;  
or
  - b. the direct result of the district's failure to implement the IEP (if so, the deficiencies must be immediately remedied).

If the district, parent, and relevant members IEP team find that either a or b above is true, the student's behavior will be determined to be a manifestation of his or her disability.

## **B. When Behavior Is a Manifestation of the Disability**

If a student's behavior is determined to be a manifestation of his or her disability, ~~the IEP team, (relevant members determined by the parent and the district)~~ relevant members of the IEP team, as determined by the parent and district, will:

1. conduct an FBA and implement a BIP for the student if the district had not conducted such an assessment prior to the behavior that resulted in a change in placement;
2. review the BIP if one had previously been developed and modify it as necessary to address the behavior;
3. return the student to the placement from which he or she was removed, unless the parent and district agree in writing to a change of placement as part of the modification of the BIP.

If there were grounds to place a student in an IAES, the student may remain in the IAES even if there was a manifestation.

## **C. When Behavior Is Not a Manifestation of the Disability**

If the IEP team, (relevant members determined by the parent and the district), determines that the student's behavior was not a manifestation of his or her disability, the same disciplinary procedures applicable to students without disabilities, including long-term suspension or expulsion, may be applied to the student with a disability. The district will forward special education and disciplinary records for consideration to the board of trustees, which makes the final decision regarding the disciplinary action.

Even if the disciplinary action is to suspend or expel, the following provisions shall be met:

1. Educational services cannot cease for more than ten (10) school days in a school year. Educational services shall be provided to the extent necessary to allow the student with a disability to continue to participate in the general education curriculum and the opportunity to advance toward achieving the goals set out in his or her IEP.
2. An IEP team shall convene to develop an IEP that specifies what special education and related services will be provided during the period of suspension or expulsion.

## **Section 5. Other Considerations**

### **A. Request for an Expedited Hearing**

An expedited hearing is a hearing that occurs within twenty (20) school days of the request with a decision rendered within ten (10) school days of the hearing.



1. The parent/adult student may request an expedited due process hearing if he or she:
  - a. disagrees with the determination that the behavior was not a manifestation of the student's disability;
  - b. disagrees with any decision of the IEP team regarding a change of placement during a disciplinary proceeding; or
  - c. disagrees with the decision regarding the student's placement in an IAES.
2. The district may request an expedited hearing if it believes that maintaining the current placement is substantially likely to result in injury to the student or to others.
3. When an appeal of a disciplinary action is requested (by the parent/adult student to challenge the action or by the district to seek removal to an interim setting), the student remains in the IAES pending the decision of the hearing officer or the expiration of the disciplinary placement term, whichever occurs first unless the parent/adult student and district agree otherwise.
4. Resolution meeting requirements apply but are shortened to fifteen (15) and seven (7) days. No challenge for sufficiency of request is available.
5. A decision of a hearing officer in an expedited hearing may be appealed to federal or state district court.

See Chapter 13, Sections 4 and 5, for an explanation of regular and expedited due process hearing rights and procedures.

## **B. Protections for Students Not Yet Eligible for Special Education**

A student who has not been determined eligible for special education and who has violated any rule or code of conduct of the district may assert the protections of the IDEA *if* the district had knowledge that the student was a student with a disability before the behavior that precipitated the disciplinary action.

### **1. Basis of knowledge**

With limited exceptions, which are described in item 2 below, the district will be deemed to have knowledge that an individual is a student with a disability if before the behavior that precipitated the disciplinary action occurred one or more of the following is true:

- a. The parent/adult student has expressed concern to supervisory or administrative district personnel or a teacher of the child that the student is in need of special education and related services. ~~The concern must be expressed in writing unless the parent/adult student is unable to write or has a disability that prevents a written statement.~~

- b. The parent/adult student has requested that the student be evaluated for special education.
- c. The student's teacher or other district personnel have expressed specific concerns about a pattern of behavior demonstrated by the student directly to the director of special education or to other district supervisory personnel in accordance with the district's established Child Find system or special education referral system.

2. No basis of knowledge

The district will be deemed not to have knowledge that an individual is a student with a disability if one or more of the following is true:

- a. An evaluation was conducted and a determination was made that the student did not have a disability.
- b. The parent/adult student did not give written consent for an evaluation.
- c. The parent/adult student refused special education services.

If the district did not have a basis of knowledge that a student was a student with a disability prior to taking disciplinary measures, the student is subjected to the same disciplinary measures applied to all other students who engage in comparable behaviors.

**C. Parent/Adult Student Request for Evaluation of a Disciplined Student**

If a request for an evaluation of a student who is not currently eligible for special education is made during the period in which the student is subject to disciplinary measures, the evaluation will be conducted in an expedited manner. Pending the results of the evaluation, the student will remain in the educational placement determined by district officials, which can include suspension or expulsion without educational services.

- 1. If the student is subsequently determined eligible for special education, the district will:
  - a. Convene an IEP team meeting to develop an IEP.
  - b. Conduct a manifestation determination.
    - 1) If the behavior is caused by or had a substantial relationship to the student's disability, the disciplinary action must be set aside, and the student must be provided appropriate educational services in the least restrictive environment (LRE).
    - 2) If the behavior is not caused by nor had a substantial relationship to the student's disability, the student is subject to the disciplinary

placement that had been determined, but he or she is still entitled to receive FAPE, which is determined by the IEP team. Educational services cannot cease for more than ten (10) school days in a school year. Educational services shall be provided to the extent necessary to allow the student with a disability access to the general education curriculum and the opportunity to advance toward achieving the goals set out in his or her IEP.

2. If the evaluation team determines that the student is not eligible for special education, he or she will be subject to the same disciplinary actions as all other students.

**D. Referrals to and Action by Law Enforcement and Judicial Authorities**

1. The district may report a crime committed by a student with a disability to appropriate authorities. The IDEA does not prevent state law enforcement or judicial authorities from exercising their responsibilities, with regard to the application of federal and state law, for crimes committed by a student with a disability.
2. If a student brings a firearm to school, law enforcement shall be contacted pursuant to the Gun-Free Schools Act.
3. If the district reports a crime, it will ensure that copies of the special education and disciplinary records of the student are given to the appropriate law enforcement authorities for their consideration, to the extent the release of records is permitted by the Family Educational Rights and Privacy Act (FERPA). Generally, the release of records requires consent, but exceptions are listed in Chapter 11, Section 5.

**E. Transfer of Discipline Records**

Section 33-209, Idaho Code, requires that whenever a student transfers to a new school and a school record contains information concerning violent or disruptive behavior or disciplinary action involving the student, this information will be included in the transfer of records to the new school. The transmission of the student's record shall include both the student's current IEP, including the FBA, BIP, and any current or previous disciplinary action taken. This information will be contained in a sealed envelope marked to indicate the confidential nature of the contents and addressed to the principal or other administrative officer of the school.

When the district initiates disciplinary proceedings applicable to all students, the special education and disciplinary records of students with disabilities shall be given to authorized district personnel for their consideration in making the final determination regarding the disciplinary action.

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## CHAPTER 13 DISPUTE RESOLUTION

On occasion, conflicts arise between school districts and families. Several mechanisms are available through the State Department of Education (SDE) to assist in resolving a dispute. The processes are facilitation, informal conflict resolution, mediation, state complaints, due process hearings, and expedited due process hearings. This chapter contains information on each of these processes. The information contained within this chapter is not intended to limit in any manner the procedural due process/dispute resolution rights provided by federal or state law.

### Contact Information

In addition to providing general information and support concerning IDEA related issues, the SDE accepts requests for facilitation, informal conflict resolution, and mediation by telephone and e-mail. State complaints and due process hearings are accepted via fax, mail, personal delivery, or may be scanned and attached to an email. All state complaints and due process hearing requests must include a signature of the filing party.

Requests for dispute resolution should be directed to the Dispute Resolution Coordinator (DRC) at:

Special Education Dispute Resolution  
Idaho State Dept. of Education  
P.O. Box 83720  
Boise, ID 83720-0027

(208) 332-6914  
(800) 432-4601  
TT: (800) 377-3529  
Fax: (208) 334-2228

For further assistance in matters relating to dispute resolution, you may contact:

### DisAbility Rights Idaho

Boise Office:  
4477 Emerald St., Ste B-100  
Boise, ID 83706-2066  
(208) 336-5353  
(208) 336-5396 (fax)  
(800) 632-5125 (toll-free)

Web: [disabilityrightsidaho.org](http://disabilityrightsidaho.org)



DisAbility Rights Idaho

Pocatello Office:

1246 Yellowstone Avenue, Suite A-3

Pocatello, ID 83201-4374

(208) 232-0922

(208) 232-0938 (fax)

(866) 309-1589 (toll-free)

Idaho Parents Unlimited (IPUL)

4619 Emerald, Ste. E

Boise, ID 83702

(208) 342-5884

(208) 342-1408 (fax)

(800) 242-IPUL (4785) (toll-free)

V/TT: 208-342-5884

Web: [ipulidaho.org](http://ipulidaho.org)

## Section 1. Facilitation

### A. Definition of Facilitation

Facilitation is a voluntary process during which dispute resolution contracted individual or individuals facilitate an IEP ~~team~~team meeting or other IDEA-related meeting. The role of the facilitator is to help ~~team~~the IEP team members, including the parents/adult student and the student (when appropriate), communicate more effectively and efficiently. Facilitation supports early dispute resolution by providing assistance to the ~~team~~IEP team before a conflict develops into a formal dispute. A facilitator is trained to help IEP teams collaboratively plan for the IEP team meeting, focus on key issues and move toward productive outcomes. Because the facilitator is not a member of the IEP team, he or she can act as a neutral and impartial third-party providing balance, offer an outsider's perspective on the process, and help parties to be heard and understood by the rest of the IEP team. Note: A facilitator will not be responsible for creating or documenting ~~agreements~~decisions made by the IEP team or in any other IDEA related meeting.

Facilitation is offered at no charge to the district or the parent/adult student.

### B. Facilitation Requests

A request for facilitation may be made by either a parent/adult student or a designated district representative, such as the director of special education. Facilitation may be requested for any IDEA-related meeting including: eligibility meetings; annual or amended IEP team meetings; due process hearing meetings such as resolution sessions or settlement meetings; as well as manifestation determination meetings.

Requests for facilitation should be made at least two weeks in advance to the meeting. Upon the request for facilitation, the Dispute Resolution Coordinator (DRC) will immediately contact the other party for approval. As facilitation is voluntary, both parties must agree to facilitation for the process to go forward. The DRC will contact both the parent/adult student and the district representative, notifying each who the facilitator will be. The facilitator will contact the parties to conduct pre-facilitation interviews to help build an agenda for the facilitation. Generally meetings are scheduled by the district who is responsible for sending out the *Invitation to Meeting*.

### C. Facilitator Role

The role of the facilitator is to lead the IEP team meeting and guide parties through the process. The facilitator may work with parties to establish the agenda and identify issues important for parties to cover in the meeting. Facilitators may ask pertinent questions of parties providing occasional clarification or perspective, and work to ensure that participants are able to participate in a productive and balanced meeting. Facilitators are not to make decisions for teams, serve as definitive experts on IDEA processes or matters of law, record minutes for

meetings, or finalize documents, although they may facilitate the crafting of language parties will include in a student's IEP.

Facilitators shall not be called to testify in due process hearings or civil proceedings regarding facilitated meetings they have conducted as dispute resolution contractors.

#### **D. Dispute Resolution Facilitators**

Facilitators are trained in effective conflict resolution processes, communication, negotiation, problem-solving, and in laws and regulations relating to the provision of special education and related services. While a facilitator in this context will not offer advice on a particular course of action, he or she is required to help parties explore the soundness of any assumptions or agreements. The DRC may appoint one or two individuals to serve as facilitator(s) of a meeting.

1. In all cases a facilitator shall not:
  - a. be an employee of the district involved in the dispute;
  - b. have children enrolled in the district involved in the dispute;
  - c. have a personal or professional interest that may affect the ability to remain impartial or neutral; or
  - d. be used if either party rejects the facilitator(s) based on a perceived inability to be neutral or impartial.

#### **E. Facilitation Timelines**

The DRC will appoint a facilitator within five (5) business days of an acceptance of a request. Every effort will be made to complete the process within twenty-one (21) calendar days.

## **Section 2. Informal Conflict Resolution**

#### **A. Definition of Informal Conflict Resolution**

Informal conflict resolution is offered in an effort to improve relationships between parties and foster healthy communication. This informal conflict resolution may include topics outside of those set forth as appropriate for IDEA mediation, extending beyond the identification, evaluation, educational placement or the provision of FAPE. As with mediation, the process of informal conflict resolution is confidential and voluntary, and the third-party is a trained neutral and impartial third-party. Informal conflict resolution may be appropriate when parties face difficulties communicating productively or need to reach understanding on differing perspectives. Any agreements reached between parties are self-enforced.

**B. Informal Conflict Resolution Requests**

A request for informal conflict resolution may be made in person, writing or via telephone by either a parent/adult student or a district representative. The DRC will screen requests to determine the appropriateness of the process for each individual case. Informal conflict resolution can be scheduled prior to, or concurrent with, a request for a due process hearing or investigation of a state complaint involving an individual student, however cannot be used to delay the state complaint process or a due process hearing timelines.

Upon request for informal conflict resolution, the DRC or the assigned facilitator will contact all parties to schedule the meeting. Because informal conflict resolution is voluntary, both parties must verbally state their agreement to participate for the process to go forward. Informal conflict resolution can be conducted by dispute resolution contractors or dispute resolution staff as assigned by the DRC. Informal conflict resolution is offered at no charge to the district or to the parent/adult student.

**C. Informal Conflict Resolution Procedures**

1. No video or audio recording of the meeting proceedings will be made.
2. Because informal conflict resolution is a non-adversarial process that offers the parties the opportunity to communicate directly with each other, legal representation during the meeting is discouraged, and a school district may not have legal representation present if a parent/adult student does not.
3. The DR office will not retain any documentation or informal agreements created by the parties. No other records of the content of the meeting will be kept by the SDE.
4. Either party has the option to end the informal conflict resolution meeting at any time.

**D. Informal Conflict Resolution Timelines**

The DRC will appoint a facilitator within five (5) business days of an acceptance of a request. The meeting will be held in a location convenient to the parties involved, and every effort will be made to complete the process within twenty-one (21) calendar days.

**E. Confidentiality**

Discussions that occur during the informal conflict resolution process are confidential and cannot be used as evidence in any subsequent due process hearing or civil proceeding in any state or federal court. Facilitators shall not be called to testify in due process hearings or civil proceedings regarding facilitated meetings they have conducted as dispute resolution contractors.

The facilitator may require a confidentiality agreement be signed by participants.

## F. Nature of Agreements

An agreement reached by the parties through informal conflict resolution, whether memorialized in writing or agreed to verbally, are self-enforced and not enforceable by the SDE.

## Section 3. Mediation

### A. Definition of Mediation

Mediation is a confidential and voluntary process where a trained neutral and impartial third-party provides a structure for parents/adult students and district personnel to identify areas of agreement and work to resolve points of disagreement concerning the identification, evaluation, educational placement, or provision of FAPE. Mediation aims to build positive working relationships, encourage mutual understanding, and help the parties focus on their common interest—the student.

~~While~~ Discussions in mediation are not discoverable in pending or subsequent due process hearing or court process, and civil proceeding. ~~parties~~ Parties are provided an Acknowledgment and Notification of Confidentiality. ~~(see the Notification of Confidentiality form in the Documents section of this chapter), w~~ Written agreements produced in mediation are legally-binding and enforceable in state or federal court. With the agreement of all parties in the mediation, an IEP may be amended as part of a written agreement.

Mediation may be appropriate when parties are in disagreement and seem unable to move forward without outside assistance, or they, after making a good-faith effort, face an impasse in an attempt to resolve the disagreement. Mediation can be scheduled prior to, or concurrent with, a request for a due process hearing or investigation of a state complaint.

### B. Mediation Requests

1. A request for mediation may be made in person, writing or via telephone by either a parent/adult student or a district representative at any point ~~in~~ when a dispute ~~disagreement occurs about the circumstances of the education of a student by the district.~~ The DRC will screen all mediation requests to determine the appropriateness of the mediation process for each individual case.
2. Mediation is automatically offered when a state complaint involving an individual student or a request for a due process hearing has been filed. Mediation cannot be used to delay the state complaint process or a due process hearing timelines unless the parent/adult child and the district agree in writing to extend the 60 day timeline. The complaint timeline cannot be extended beyond 90 days.
3. Upon request for mediation, the Dispute Resolution office will contact all parties to schedule the mediation. Because mediation is voluntary, both parties must verbally

agree to mediate for the process to go forward. Mediators are selected by the DRC from a list of trained professionals.

~~1.4.~~ Mediation is provided at no charge to the district or to the parent/adult student.

**C. Mediation Procedures**

1. The mediation will be conducted in compliance with the IDEA.
2. No video or audio recording of the mediation proceedings will be made.
3. Each party is limited to no more than three participants who have the authority to make final resolution decisions. The mediator may increase this number at his or her discretion and with agreement of all parties.
4. The district shall have at least one representative present who has the authority to commit resources.
5. Because mediation is a non-adversarial process that offers the parties the opportunity to communicate directly with each other, legal representation during a mediation session is discouraged. A district may not have legal representation present if a parent/adult student does not.
6. The Dispute Resolution office will retain copies of the signed agreement, if an agreement is reached. No other records of the mediation will be kept by the SDE.
7. The mediator will provide signed copies of the agreement, if an agreement is reached, to each party and the Dispute Resolution office. ~~(See the Mediation Agreement form in the Documents section of this chapter).~~
8. The mediator, afforded mediator privilege under Idaho law, will be excluded from participation in subsequent actions specific to the case mediated including complaint investigations, due process hearings, and legal proceedings. The mediator may mediate again for the parties if assigned and parties approve or if the mediated agreement calls for the mediator's potential future participation with the parties.
9. A due process hearing requested prior to mediation may be canceled by the requesting party as a result of the mediation agreement. The requesting party will immediately provide the hearing officer with documentation of the voluntary withdrawal of the due process hearing request. The mediator will immediately inform the Dispute Resolution office of the decision to withdraw the due process hearing request.
10. If for any reason the mediation does not end in a written agreement, the mediator will provide each party and the Dispute Resolution Coordinator with a statement certifying that mediation occurred but no agreement was reached.

11. Either party has the option to end the mediation at any time.

#### **D. Dispute Resolution Mediators**

Dispute resolution mediators are trained in effective conflict resolution processes, communication, negotiation, problem-solving skills, and in laws and regulations relating to the provision of special education and related services. While a mediator will not offer advice on a particular course of action, a mediator is required to help parties explore the soundness of any agreement. Mediators are assigned on a rotational basis with consideration for geographical location.

1. In all cases a mediator shall not:
  - a. be an employee of the SDE or district involved in the dispute;
  - b. have children enrolled in the district involved in the dispute;
  - c. have a personal or professional interest that may affect the ability to remain impartial or neutral; or
  - d. be used if either party rejects the mediator based on a perceived inability to be neutral or impartial.
2. Additionally, if the parties have agreed to mediation following a due process hearing request, co-mediators may not be used.

#### **E. Mediator Role**

The mediator has the responsibility to contact the parties to explain the mediation process, identify issues, and help the parties establish a date, time, and place to hold the mediation. The mediator also: establishes the ground rules for all parties to follow; guides the process; encourages open and honest communication; ensures that each party is heard; phrases information and summarizes issues; and facilitates the writing of the agreement.

#### **F. Mediation Timelines**

The DRC will appoint a mediator within three (3) business days of all parties agreeing to mediate. The mediation will be held in a location convenient to the parties involved, and every effort will be made to complete the process within twenty-one (21) calendar days.

#### **G. Confidentiality**

Discussions that occur during the mediation process cannot be used as evidence in any subsequent due process hearing or civil proceeding. Parties in the mediation process will be provided a copy of the *Notification and Acknowledgment of Confidentiality* form. (See the *Notification of Confidentiality* in the Documents section of this chapter).

## H. Mediation Agreement

An agreement reached by the parties through mediation shall be set forth in writing and is enforceable in state and federal courts.

An effective mediation agreement should identify:

- What action(s) will be taken and when the action(s) will begin.
- When the action(s) will be completed.
- Who is responsible for taking the action(s)
- Who is responsible for making sure the action(s) is taken.
- The time period of the agreement.
- A process for review when the actions are completed.
- A plan for making changes to the agreement, if needed.
- What to do if a participant thinks the terms of the agreement are not being completed.
- Statement of confidentiality.
- The date of the agreement and the signatures of the participants.

## Section 4. State Complaints

### A. Definition of State Complaint

State complaints can be filed by any individual or organization alleging any violation of the IDEA, including an alleged failure to comply with a previous due process hearing decision. State complaint procedures are outlined in IDEA regulations requiring, in part, a complaint must allege a violation that occurred no more than one year (365 days) prior to the date the complaint has been received. (See IDEA regulations 34 CFR§300.150 through 300.153).

The filing party must provide a written complaint that includes the name and contact information of the complainant, the name, address, and attending school of child (if applicable), description and facts of the alleged problem to the extent known and available to the complainant at the time, and a proposed resolution.

The party filing the complaint must forward a copy of the complaint to the district at the same time the party files the complaint with the Dispute Resolution office.

IDEA allows sixty (60) days to resolve the complaint with mediation, investigation and final report, or a pre-investigation corrective action plan (CAP).

~~The DRC determines whether the complainant's submission meets the IDEA requirements for a complaint. If the complaint is ruled insufficient, the complainant will be notified in writing. The DRC will determine if an onsite investigation is necessary and will assign a complaint~~



~~investigator to engage in neutral fact-finding if the complaint is accepted. If investigated, a written decision will be provided to the complainant and the district addressing each allegation, findings of fact, conclusions, and any corrective actions ordered.~~

## B. Filing a State Complaint

The state complaint will be accepted if received by mail, fax, hand delivery, or scanned and attached to an email with the complainant's signature included. Reasonable accommodations will be provided to individuals who need assistance in filing complaints. A state complaint filed by a parent/adult student or public agency must be signed and must include all of the information indicated on the *Form for Filing a State Complaint* ~~(located in the Document section of this chapter)~~. The DRC will develop allegations of violation of IDEA for investigation from the submitted complaint.

## C. Methods of Resolving State Complaints

1. Mediation will be offered in a case by the DRC to the complainant and the district when the complaint involves ~~regarding an individual student. If mediation is not accepted by the parties or fails to resolve the allegation(s) that gave rise to the complaint, then resolution of a state complaint may be achieved through one or more of the following processes:~~

2. The complainant and the district may resolve all, part or none of the allegations in mediation.

If an agreement is reached, the complainant must notify the DRC in writing of the parties agreement. When the DRC receives this notification, any resolved allegations will be dismissed from the state complaint. If all of the state complaint allegations are not resolved, the SDE will investigate the remaining allegations.

~~1.3.~~ If mediation is not accepted by the parties or fails to resolve the allegation(s) that gave rise to the complaint, then resolution of a state complaint may be achieved through one or more of the following processes:

a. **Verification of resolution:** Upon receipt of the allegations determined by the complaint investigator and the DRC, the district may submit information to document that one or more of the allegations of the complaint have been resolved. The Dispute Resolution office may also receive similar information from other sources.

b. **Corrective action plan (CAP):** The district may propose a CAP to address the allegations in the complaint. The DRC may accept, reject, or negotiate the proposed CAP, or require other corrective actions or timelines to ensure the district will achieve compliance for each allegation stated in the complaint. If this process is not successful, an investigation will be conducted on unresolved allegations.

- c. **Investigation:** The SDE will appoint a complaint investigator to the case who will conduct a fact finding investigation which may include interviews and reviews of files, correspondence, and other information. An onsite investigation may occur as part of the investigation. The complaint investigator will submit his or her findings of fact, conclusions, and, in coordination with the SDE, identify appropriate corrective actions, if required.

#### D. State Complaint Procedures

Upon receipt of a written state administration complaint, the DRC will ensure the following procedures are followed:

1. Verify proper filing procedures were followed and determine if the complaint meets established criteria, including sufficient allegations of violation of IDEA (as developed by the DRC from the submitted complaint) and facts within five (5) business days.
- 1.2. The complainant will be notified if a submission is insufficient to process as a complaint. The complainant will be given the opportunity to submit additional information about the allegations, whereas upon receipt of the additional information, the sixty (60) day timeline for completion will start.
- 2.3. The district (specifically the superintendent, the special education director, and the school board chair) will be notified by the DRC that the complaint has been received and what, if any, allegations have been accepted for investigation within ten (10) business days of receiving the complaint. The school district is given an opportunity to respond to the complaint and may initiate within fourteen (14) days of receipt of the complaint a corrective action proposal (CAP) to resolve all or some of the allegations in the complaint, subject to DRC approval. At the complaint investigator's discretion, the timeline for a CAP may be extended, or the complaint investigation may progress until a CAP has been accepted by the Dispute Resolution office. The complaint investigator is responsible for managing the timelines of the investigation and may submit a final report at any point within the 60-day timeline.
- 3.4. Mediation can be requested by either party at any time and must be offered for complaints regarding an individual student. While parties are generally encouraged to resolve complaints collaboratively, choosing not to participate in mediation will not be considered relevant in an investigation. If parties opt for mediation, it will not delay the timelines required for resolving a complaint unless all parties agree.
- 4.5. Provide the parent/adult student a copy of the Procedural Safeguards Notice.
- 5.6. Complainants will be given an opportunity to provide additional information about the allegations, either orally or in writing.
- 6.7. All or any part of the written complaint will be set aside by the hearing officer, if

the allegation is being addressed in a pending due process hearing or a hearing decision which has already been rendered. Any issue not a part of a due process action will be resolved following the state complaint procedures and timelines.

~~7.8.~~ 8.9. The Dispute Resolution office will investigate a complaint alleging that a final hearing officer decision is not being implemented by a public agency.

~~8.9.~~ 9.10. A final report of the investigation will be issued to the district superintendent, board chairperson, special education director, and complainant, that shall include but is not limited to the findings of fact, conclusions, and corrective action(s) for each allegation within sixty (60) calendar days of receipt of a sufficient complaint (see D.1). This time period may be extended, but only under exceptional circumstances, which shall be documented by the DRC, or if the complainant and public agency agree to extend the time to engage in mediation or other alternative dispute resolution procedures.

~~9.10.~~ 10.11. If a violation of the IDEA is verified by the complaint investigator, the report shall include corrective actions addressing, as appropriate:

- a. how to remedy any denial of FAPE, which may include the award of compensatory services, monetary reimbursement or other corrective action as appropriate to the needs of the student;
- b. the future provision of services to be considered by an IEP team for the student with a disability, when appropriate; and
- c. the provisions of technical assistance, documentation of compliance, or written assurances, if needed.

~~10.11.~~ 11.12. The SDE will ensure the district takes corrective action if it is determined that the district was out of compliance through technical assistance activities, negotiations, and/or corrective actions no later than one year after the identification of non-compliance. A complaint investigation final report cannot amend a student's IEP.

~~11.12.~~ 12.13. The Dispute Resolution office ensures noncompliance has been corrected and verifies through review of documentation or interviews, or both, the corrective actions were implemented no later than one year (365 days) after the determination of noncompliance. If necessary, the SDE must use appropriate enforcement mechanisms such as the provision of technical assistance, conditions on funding, a corrective action, an improvement plan, and/or withholding funds, in whole or in part.

## Section 5. Due Process Hearings

### A. Definition

A due process hearing request involves an allegation or a series of allegations by either a parent/adult student or the district on issues relating to the identification, evaluation, educational placement, and the provision of FAPE.

The due process hearing is ~~overseen~~ presided over by a hearing officer appointed by the DRC. At the due process hearing, the parent/adult student and the district may presents evidence, cross examines witnesses, and presents the case to ~~an impartial~~ the hearing officer. The hearing officer renders a written decision on the merits of the issues relating to the due process hearing.

The due process hearing request must allege a violation occurred not more than two (2) years before the date the parent/adult student or public agency knew or should have known about the alleged action that forms the basis of the due process hearing request, subject to the exceptions described later in this section.

Mediation is ~~offered~~ available in an effort to resolve issues and parties may request mediation at any time. If mediation is rejected by either party, the due process hearing timelines will remain in effect.

### B. Due Process Hearings and Expedited Due Process Hearings

Idaho's due process system has two settings for due process hearings: a regular due process hearing and an expedited due process hearing.

1. A regular due process hearing is an administrative hearing to resolve disputes on any matter related to the identification, evaluation, educational placement, and the provision of FAPE.
2. An expedited due process hearing is ~~an administrative hearing~~ only available to resolve disputes concerning discipline and/or placement related to discipline.

### C. Filing a Due Process Hearing

Due process hearing requests must include a complete and signed copy of the *Due Process Hearing Request Form* (~~located in the Documents section at the end of this chapter~~) or a signed document providing all of the general information, issue(s), and resolution(s) information required in the *Due Process Hearing Request Form*. Reasonable accommodations will be provided to individuals who need assistance in filing a written request.

A parent/adult student or public agency (or their attorney authorized to practice law in the state of Idaho) filing a due process hearing request must provide the due process hearing

complaint to the other party and to the Dispute Resolution office. The request shall be mailed, faxed, hand delivered, or scanned and attached to an email with a signature of the filing party. All applicable timelines will start when the request has been received by the non-requesting party and the SDE.

1. Due Process Hearing Request from Parent/Adult Student: A due process hearing may be requested on behalf of a student by a parent, adult student, or by an attorney, properly licensed in Idaho, representing the student.
  - a. A due process hearing shall be initiated within two (2) years of the date the parent/adult student knew or should have known of the issues giving rise to the allegation(s). The two-year timeline will not apply if the parent/adult student was prevented from requesting a hearing due to specific misrepresentations or the withholding of information by the public agency required to be provided by the IDEA.
  - b. A due process hearing can be initiated regarding issues pertaining to identification, evaluation, educational placement, or the provision of FAPE if the district proposes to initiate or change any of these matters, or if the district refuses the parent's/adult student's request to initiate or change any of these matters.
  - ~~b.~~ c. If a parent/adult student disagrees with an IEP or placement change by the district and have filed a written objection to all or parts of the proposed IEP or change in placement in writing within ten (10) calendar days of receiving written notice of the proposed change, the district may not implement the amended IEP for 15 days, unless a request for a due process hearing is filed by the parent/student during which time the student shall remain in the current placement unless otherwise agreed by the district and parent/student. The written objection cannot be used to delay the district from placing a student in an Interim Alternative Educational Setting (IAES) or the implementation of an initial IEP.
2. Due Process Hearing Request by a District: If the district initiates a hearing request, the district must inform the parent/adult student and the SDE. A district may initiate a due process hearing within two years of the dispute in an attempt to accomplish one or more of the following:
  - a. override a parent's/adult student's refusal of consent for an initial evaluation or re-evaluation, or release of information;
  - b. override a parent's/adult student's written objection to an IEP program change, an educational placement change, or disciplinary actions when there is an imminent threat to safety;

- c. the placement of a student in an Interim Alternate Education Setting (IAES) when there is substantial evidence that maintaining the current educational placement is likely to result in injury to the student or others;
- d. a determination whether an evaluation conducted by the district was appropriate or whether an evaluation obtained by a parent/adult student meets the criteria for a publicly funded Independent Educational Evaluation (IEE);
- ~~e. resolution if a parent/adult student disagrees with an IEP or placement change by the district, where the parent/adult student filed a written objection to the IEP or to all or parts of the proposed change in writing within ten (10) calendar days of receiving written notice of the proposed change, thereby stopping the implementation of the proposed change. If resolution through additional IEP meetings or mediation fails to resolve the disagreement, the district may request a due process hearing to obtain a hearing officer's decision regarding the proposed change. (Note: the written objection cannot be used to prevent the public agency from placing a student in an Interim Alternative Educational Setting (IAES) in accordance with the IDEA); or~~
- ~~f.~~e. a determination if a proposed IEP is appropriate even if the parent/adult student has not filed a formal objection, for example following a state complaint investigation.

#### **D. Hearing Officer Appointment**

1. The hearing officer shall be appointed within ten (10) calendar days of the SDE receiving the due process hearing request or within five (5) business days of an expedited hearing. Hearing officers are selected from a list of specially trained and impartial professionals. A list of qualifications for each hearing officer is kept by the DRC.
2. The hearing officer must not be a member of the district school board, an employee of the school district, or an employee of the SDE.
3. The hearing officer must not have a personal or professional interest that conflicts with the objectivity required of a hearing officer.
4. The hearing officer must be specially trained in conducting due process hearings, possess knowledge and understanding of the provisions of Idaho law, the IDEA, and judicial interpretations, and ability to conduct hearing and render and write decisions with appropriate, standard legal practice.
5. The district will pay for all actual expenses incurred by the hearing officer and for the cost of a verbatim transcript of the hearing, if requested by the parent. The hearing officer will be compensated at rates set by the SDE.

**E. Due Process Hearing Policies**

After a due process request is filed by the parent/adult student or the district, the following procedures will be followed.

1. The Dispute Resolution office offers mediation as a voluntary option to both parties. Parties may request mediation at any time. Choosing mediation shall not alter or delay the timeline of the due process hearing.
2. The receiving party may challenge the sufficiency of the due process hearing request within fifteen (15) days of the receipt of the hearing request by filing a written sufficiency objection with the hearing officer. Challenges to the sufficiency of the due process hearing complaint must be in writing and provided to all parties. The hearing officer shall render a decision regarding the sufficiency of the allegation(s) within five (5) calendar days and immediately notify the parties of the decision in writing.
  - a. If the complaint is found not to be sufficient, the party may amend its due process complaint if the other party consents in writing to the amendment and has the opportunity to resolve the complaint through a resolution meeting, or the hearing officer grants permission to amend no later than five (5) days before the due process hearing begins.
  - b. Timelines for amended due process hearings begin again on the filing date of the amended request.
3. If the district has not previously sent written notice (as outlined in IDEA) regarding the subject matter in the parent's/adult student's complaint, the district must, within ten (10) calendar days of receiving the request, send the response to the parent/adult student a letter explaining the reasons behind their actions, options considered, evaluations conducted, and other factors relevant to the district's response, in accordance with IDEA prior written notice requirements.
4. The district shall inform a parent/adult student of any free or low-cost legal or other relevant services available to him or her and provide a copy of the Procedural Safeguards if a due process hearing is requested or if the parent/adult student requests such information.
5. Within fifteen (15) days of receiving the parent's/adult student's due process hearing request, the district convenes a pre-hearing resolution session, unless both parties agree in writing to waive the resolution meeting, both parties agree to go to mediation, or the district initiates the hearing.
  - a. A resolution meeting includes parent/adult student, a representative of the district who has decision-making authority, and relevant members of the IEP team who have specific knowledge of the facts identified in the request for a due

process hearing as determined by the parties.

- b. The district's attorney shall not attend the resolution session unless the parent/adult student will be accompanied by an attorney.
  - c. The DRC will provide a contractor specially trained in facilitating a resolution session or a contracted mediator, if requested. Either process requires approval by both parties.
  - d. The purpose of the meeting is for the parent/adult student to discuss the due process hearing request, and the facts that form the basis of the request, so that the district has the opportunity to resolve the dispute.
    - 1) If a resolution is reached regarding the issues raised in the request for a due process hearing, the district representative and the parent/adult student will sign a settlement agreement, a legally binding document enforceable in state and federal court. The parties will immediately forward to the hearing officer signed documentation of the voluntary withdrawal of the due process hearing complaint by the requesting party.
    - 2) Either party may void this agreement within three (3) business days of signing the agreement.
  - e. A due process hearing will be scheduled if no resolution is reached within thirty (30) calendar days of receiving the request for a due process hearing.
  - f. If the district is unable to obtain the participation of the parent/adult student after reasonable efforts have been made and documented, at the conclusion of the thirty (30) calendar day resolution period the district may request that the hearing officer dismiss the parent's/adult student's due process hearing request.
  - g. A parent/adult student may request an immediate due process hearing from the hearing officer if the district has not scheduled or participated in a resolution session within fifteen (15) days of the request.
  - h. The district must report to the DRC and to the hearing officer when the resolution meeting is to be held, or provide documentation indicating it was waived by both parties, or provided documentation of attempts to reach the other party, within fifteen (15) days of SDE receiving the due process hearing request.
6. The forty-five (45) day timeline for the due process hearing request starts the day after one of the following events:
- a. both parties agree in writing to waive the resolution meeting;



- b. after either the mediation or resolution meeting starts but before the end of the thirty (30) day period, the parties agree in writing that no agreement is possible;
- c. both parties agree in writing to continue the mediation at the end of the thirty (30) day resolution period, but later, the parent/adult student or public agency withdraws from the mediation process; or
- d. the district files a hearing request.

All of the above events must be documented, with dates of determination, and provided to the DRC and the assigned hearing officer immediately.

**F. The Due Process Hearing**

**1. Hearing Preparation**

- a. A parent/adult student will be allowed to inspect and review reports, files, and records pertaining to the student prior to a resolution session or due process hearing. A district may charge a fee for copies of records if the fee does not effectively prevent a parent/adult student from exercising his or her right to inspect and review those records. The district may not charge a fee to search for or retrieve records.
- b. Not less than five (5) business days prior to a due process hearing, each party will disclose to all other parties: evaluations completed by that date; recommendations based on those evaluations intended to be used at the hearings; copies of exhibits to be introduced; and a list of witnesses each party intends to call at the hearing.
- c. The hearing officer will provide notification as to the time and place of the due process hearing to the parent/adult student, district officials, and the SDE. The hearing shall be conducted at a time and place reasonably convenient to the parent/adult student.
- d. Parties shall cooperate with the hearing officer in any business or communication and the planning for a location, date and time for the hearing.

**2. The Due Process Hearing**

- a. The hearing officer will preside over and conduct the proceedings in a fair and impartial manner, permitting all parties an opportunity to present their information and opinions. Due process hearings shall be conducted pursuant to the *Idaho Rules of Administrative Procedure of the Attorney General* (IDAPA), IDEA requirements, and this Manual. In case of any conflict between IDAPA and the IDEA, the IDEA shall supersede. IDAPA rules shall supersede this Manual.

- b. A parent/adult student and district personnel may be accompanied and advised by legal counsel properly licensed in Idaho.
  - c. A parent/adult student has the right to open the hearing to the public and to have the student who is the subject of the hearing present.
  - d. Each party has the right to present evidence, to compel the attendance of witnesses and the production of documents, and to confront and cross examine witnesses.
  - e. New issues (issues not in the original due process request) may not be raised at the hearing unless agreed to by the other party.
  - f. Any party may prohibit the introduction of any evidence at the hearing that was disclosed less than five (5) business days before the hearing.
  - g. During the hearing the district will provide reasonable accommodations as required by federal regulations. Disputes will be referred to the DRC for resolution.
  - h. An audio recording of the hearing will be made. The parent/adult student may formally request a written verbatim transcript. The parent/adult student may choose an electronic verbatim record instead. If transcribed, the district will pay the transcription costs, and a copy of the transcript will remain with the SDE.
3. Decision of the Hearing Officer
- a. The decision of the hearing officer will be based solely on presentations made at the due process hearing.
  - b. The decision made by the hearing officer will be made on substantive grounds based on a determination of whether a student received FAPE.
    - 1) In matters alleging a procedural violation, a hearing officer may find that a student did not receive FAPE only if there is evidence that the procedural inadequacies:
      - i. impeded the student's right to FAPE;
      - ii. significantly impeded a parent's/adult student's opportunity to participate in the decision-making process; or
      - iii. caused a deprivation of educational benefit.
    - 2) If a hearing officer finds that there is a procedural deficiency that did not deny FAPE, he or she may order the district to comply with the

procedural requirements.

- c. The hearing officer's decision will include findings of fact and conclusions of law. In addition, the decision shall include an order of relief, if appropriate.
- d. The hearing officer's written decision shall be mailed within forty-five (45) calendar days from the date both parties agreed in writing to waive the resolution meeting, or both parties agreed to go to mediation, or the date the district initiated the hearing. The hearing officer may grant an extension of the forty-five (45) day period upon the request of a party. The hearing officer shall issue a written decision in response to each request.
- e. The findings of fact and decision shall be sent to the parent/adult student at no cost. Copies will also be mailed to the district superintendent, the DRC, and representatives of the district.
- f. A hearing officer's decision will be enforceable in state and federal court. It will be implemented not later than fourteen (14) calendar days from the date of issuance unless:
  - 1) the decision specifies a different implementation date; or
  - 2) either party appeals the decision by initiating civil action in state or federal district court within applicable appeal periods.
- g. Nothing in this section can be interpreted to prevent a parent/adult student from filing a separate due process hearing request on an issue separate from the request already filed. The SDE may consolidate multiple hearing requests involving the same IEP.
- h. Stay Put
  - 1) During the pendency of any due process hearing, the student shall remain, or "stay put," in his or her current educational placement unless the district and parent/adult student agree otherwise.
  - 2) The stay put placement continues during any subsequent appeals unless a hearing officer agrees with a parent/adult student that a change of placement is appropriate, in which case, the placement identified in the hearing officer's decision becomes the stay-put placement.
  - 3) If the dispute involves an application for initial admission to public school in Idaho, the student, with the written consent of his or her parent, shall be placed in the public school program until the proceedings are completed.

- 4) “Stay put” does not apply when a student is transitioning from Part C (the Infant/Toddler Program) to Part B services in Idaho. Following the development of an IEP or an individual family service plan (IFSP), if an educational placement dispute arises involving a student transitioning from Part C to Part B, the student cannot “stay put” in Part C.
- i. With written consent of the parent, the student shall be placed in the public school until completion of all the hearing proceedings.
  - ii. If the parent does not give written consent, the student will not receive services until completion of the hearing proceedings.
  - iii. If the student is eligible for special education and related services, and the parent consents, then the district shall provide those special education and related services which are not in dispute.

## Section 6. Expedited Due Process Hearings

### A. Definition

An expedited due process hearing is defined as an administrative hearing to resolve disputes concerning discipline occurring within twenty (20) school days of the request, with a decision rendered within ten (10) school days of the hearing.

### B. Filing an Expedited Hearing Request

Parties filing expedited due process hearing requests must include a complete and signed copy of the *Expedited Due Process Hearing Request Form* (~~located in Documents section of this chapter~~) or a signed document providing, in the same order, all of the general information, issue(s), and resolution(s) information required in the *Expedited Due Process Hearing Request Form*. Reasonable accommodations will be provided to individuals who need assistance in filing a written request.

1. A district may request an expedited hearing if the district believes maintaining the current placement or returning the student to the prior placement is substantially likely to result in injury to the student or others.
2. A parent/adult student may request an expedited hearing if:
  - a. he or she disagrees with a determination that the student’s behavior was not a manifestation of the disability; or
  - b. he or she disagrees with the district’s discipline decision, which resulted in a change of placement.

A parent/adult student or district filing an expedited due process hearing request must provide, in a confidential manner, the due process complaint and request for hearing to the other party. The request shall be mailed, faxed, or hand delivered (electronic copies are not accepted). The party filing an expedited due process hearing must be able to show proof of receipt of the expedited due process hearing request by the other party. Additionally, when the request is provided to the non-requesting party, the party filing the request shall simultaneously send a written copy to the DRC by mail, fax, hand delivery, or scanned and attached to an email with a signature of the filing party. All applicable timelines for expedited due process hearing will start when the request has been received by the non-requesting party.

### **C. The Expedited Hearing Process and Decision**

An expedited hearing will be conducted in a fair and impartial manner. Guidelines and proceedings will be the same as those in a regular due process hearing, except for the following changes:

1. The DRC will appoint a hearing officer within five (5) business days of a request.
2. A resolution session shall occur within seven (7) days of receiving a due process hearing request unless the parties agree in writing to waive the resolution session or go to mediation.
3. A due process hearing may proceed unless the matter has been resolved to the satisfaction of both parties within fifteen (15) days of the receipt of the expedited due process hearing request.
4. There is no process for challenging the sufficiency of the due process hearing request in an expedited case.
5. Any party may prohibit the introduction of any evidence at the hearing that was not disclosed at least five (5) business days before the hearing.
6. The hearing shall occur within twenty (20) school days of the request, with a decision rendered within ten (10) school days of the hearing and no extensions may be granted by the hearing officer.
7. A written decision will be mailed to both parties by the Dispute Resolution office.
8. A party may appeal the decision in an expedited due process hearing in the same way as allowed for decisions in other original due process hearings.

### **D. Placement During an Expedited Hearing**

When a hearing has been requested by either the parent/adult student or the district regarding placement decisions, the student shall “stay put” during the pendency of the hearing. In relation to disciplinary proceedings, stay put means:

1. the student will remain in the IAES until the timeline for the disciplinary action expires or the hearing officer renders a decision, whichever occurs first; and/or
2. upon expiration of the IAES placement, the student will be placed in the setting he or she was in prior to the IAES. However, if district personnel maintain that it is dangerous for the student to return to that placement, the district may request an expedited hearing to continue the IAES for up to an additional forty-five (45) school days. This procedure may be repeated as necessary.

If the hearing officer findings are in favor of the parent/adult student, the change of placement cannot occur. The IEP team will need to determine the extent of services appropriate to meet the student's individual needs, as well as address the student's behavior. If the hearing officer finds for the district, the district may use the same disciplinary procedures, including expulsion, available for any other student, except that FAPE must be provided according to the requirements in Chapter 12, Section 3.

If an educational placement dispute arises involving a child transitioning from Part C to Part B, the child cannot remain in Part C services when he or she is over the age of three (3). If the child is found eligible for special education and related services under Part B and the parent consents to the initial provision of special education and related services, then the school district shall provide those special education and related services that are not in dispute between the parent and district until completion of all the hearing proceedings. If the parent does not give written consent for the special education or related services, the student will not receive services until completion of the hearing proceedings.

### Section 7. Appeals and Civil Action

An ~~appeal to~~action for state court review shall be filed within twenty-eight (28) days from the date of issuance of the hearing officer's decision; any ~~appeal to~~action in federal district court shall be filed within forty-two (42) calendar days from the date of issuance of the hearing officer's decision.

A party must exhaust administrative remedies before initiating a civil action under IDEA unless otherwise determined by the court. However, nothing in the IDEA restricts or limits the rights, procedures, and remedies available under the U.S. Constitution, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, or other federal laws protecting the rights of children with disabilities.

### Section 8. Attorney Fees

~~A district court will have jurisdiction in the awarding, determination, or prohibition of attorney fees. The court may:~~

~~award reasonable attorney fees as part of the costs to the prevailing party; and~~

~~determine the amount of attorney fees, using prevailing rates in the community in which the action occurred, for the kind and quality of services provided. No bonus or multiplier may be used in calculating the amount of fees awarded.~~

~~Funds under Part B of the IDEA cannot be used by the district to pay any attorney fees or costs of a party related to an action or proceeding, such as deposition, expert witnesses, settlements, and other related costs. However, Part B funds may be used to pay hearing officer fees or the costs of a meeting room to conduct the hearing.~~

~~A. Prohibition of Attorney Fees~~

~~Attorney fees may not be awarded:~~

~~for legal representation at an IEP meeting, including a resolution session, unless such a meeting is convened as a result of a due process hearing or a judicial action; or~~

~~for mediation that is conducted prior to a request for a due process hearing.~~

~~Attorney fees may not be awarded and related costs may not be reimbursed in any action or proceeding for services performed subsequent to the time of a written offer of settlement to a parent/adult student if:~~

~~the district makes an offer at least ten (10) calendar days before a due process hearing or a civil proceeding begins;~~

~~the offer is not accepted by the parent/adult student within ten (10) calendar days after it is made; and~~

~~a court or due process hearing officer finds that the relief obtained by the parent/adult student is not more favorable to the parent/adult student than the offer of settlement.~~

~~B. Exception to the Prohibition of Attorney Fees~~

~~An award of attorney fees and related costs may be made to a parent/adult student who is a prevailing party and who was substantially justified in rejecting the district's settlement offer.~~

~~C. Reduction in the Amount of Attorney Fees~~

~~A court may reduce an award for attorney fees under any of the following circumstances:~~

~~during the course of the action or proceeding, the parent/adult student or his or her attorney unreasonably extended the final resolution;~~

~~the amount of the award unreasonably exceeds the prevailing rate in the community for similar~~

~~services by attorneys of reasonably comparable skills, reputation, and experience;~~  
~~the time spent and legal services rendered were excessive considering the nature of the action;~~  
~~the attorney representing the parent/adult student did not provide the information required in a due process hearing request; and/or~~  
~~a party represented him or herself, or his or her child.~~

~~D. — Exception to the Reduction of Attorney Fees~~

~~The amount of attorney fees will not be reduced if the court finds that the district or SDE unreasonably extended the final resolution of the action or proceeding.~~

~~E. — Special Provisions Regarding Attorney Fees~~

~~A district or SDE that prevails may seek attorney fees from a court against the parent's/adult student's attorney if the action is deemed frivolous, unreasonable, without foundation or prolongs the litigation.~~

~~A district or SDE that prevails may seek attorney fees from a court against the parent's/adult student's attorney or the parent/adult student if the hearing request was presented for improper purposes such as to harass the district, cause unnecessary delay or needlessly increase the cost of litigation.~~

An IDEA hearing officer appointed by the DRC does not have the authority to consider or award attorney fees. Only a state or federal district court will have jurisdiction in to consider an award the awarding, determination, or prohibition of attorney fees in and IDEA matter.



[Documents](#)

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If applicable, we agree that this Mediation Agreement will serve to amend the existing Individualized Education Program. Yes \_\_\_\_\_ No \_\_\_\_\_

~~Initials~~

Parent/Adult Student Signature(s)	Local District or Agency Signature(s)
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**TAB 5 Attachment 2 Page 348**

**Notification of Mediation Confidentiality**

Mediation is a voluntary, no cost, confidential service provided by the State Department of Education (SDE). Maintaining confidentiality is critical to the integrity of the process. Confidentiality encourages free, open communication toward a collaborative settlement.

IDEA requires that all discussions that occur during a mediation will remain confidential and will not be used as evidence in any subsequent due process hearing or civil proceeding [34 CFR 300.506 (b)(8)]. All parties in the mediation will receive a copy of this Notification of Confidentiality.

1. The mediator or any prior approved SDE observer cannot be called as a witness or be deposed in any subsequent due process hearing or civil proceeding;
2. In order to maintain the confidentiality of the process, the mediator will collect personal notes of the participants to be destroyed at the conclusion of the mediation session;
3. No recording of the mediation session will be made;
4. The only record retained of the mediation will be the written mediation agreement if one results and this notification of confidentiality. If parties come to an agreement, a copy of the written agreement will be given to both parties and filed with the SDE by the mediator. If for any reason the mediation fails to produce a written agreement, the mediator will inform the SDE that no agreement was reached. However, the mediator will not make any other report to the SDE;
5. The mediator is responsible for collecting and retaining the acknowledgment of mediation and the signed written agreement if one results.
6. The confidentiality of the mediation continues even if an agreement is not reached.

**NOTIFICATION GIVEN TO:**

**MEDIATOR:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
\_\_\_\_\_

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**Form for Filing a State Complaint**

*Please submit any request for a state complaint to the Dispute Resolution Coordinator, State Department of Education, P.O. Box 83720, Boise, ID 83720-0027. The alleged violations may not be older than one year (365 days) from the date the complaint is received by the SDE. (You may use this form or submit a letter that includes the information below.)*

**A. General Information:** (type or print)

Date: \_\_\_\_\_ Name of Individual Filing the Complaint: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_ Email: \_\_\_\_\_

Telephone: (Hm) \_\_\_\_\_ (Wk) \_\_\_\_\_ (Cell) \_\_\_\_\_

Relationship to Student: \_\_\_\_\_

Name of District /Agency Complaint Is Against: \_\_\_\_\_

**Student Information: District Information:**

Student Name: \_\_\_\_\_ District Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Telephone: \_\_\_\_\_

School Student Attends: \_\_\_\_\_

Student's Date of Birth: \_\_\_\_\_

*(If complaint involves more than one student, please complete the student and district information for each student.)*

In the case of a homeless child or youth, provide available contact information:

\_\_\_\_\_

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This image shows a blank sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**TAB 5 Attachment 2 Page 352**



**Due Process Hearing Request Form**

*Please submit any request for a due process hearing to your district superintendent and to the Dispute Resolution Coordinator, State Department of Education, P.O. Box 83720, Boise, ID 83720-0027. (You may use this form or submit a letter that includes the information below.)*

**A. General Information: (type or print)**

Date of Written Request: \_\_\_\_\_ Date Received (completed by SDE): \_\_\_\_\_

Name of Individual Requesting Hearing: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_ Day Phone: \_\_\_\_\_

Parent/Guardian of Student: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_ Email: \_\_\_\_\_

Telephone: (Hm) \_\_\_\_\_ (Wk) \_\_\_\_\_ (Cell) \_\_\_\_\_

Name of District/Agency Hearing Request Is Against: \_\_\_\_\_

**Student Information: District Information:**

Student Name: \_\_\_\_\_ District Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Telephone: \_\_\_\_\_

School Student Attends: \_\_\_\_\_

Student's Date of Birth: \_\_\_\_\_

(Complete if the information is available):

Student's Attorney: \_\_\_\_\_

(Complete if the information is available):

District's Attorney: \_\_\_\_\_

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**TAB 5 Attachment 2 Page 354**

**Expedited Due Process Hearing Request Form**

*Please submit any request for an expedited due process hearing to your district superintendent and to the Dispute Resolution Coordinator, State Department of Education, P.O. Box 83720, Boise, ID 83720-0027. (You may use this form or submit a letter that includes the information below.)*

**A. General Information:** (type or print)

Date of Written Request: \_\_\_\_\_ Date Received (completed by SDE): \_\_\_\_\_

Name of Individual Requesting Hearing: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_ Email: \_\_\_\_\_

Telephone: (Hm) \_\_\_\_\_ (Wk) \_\_\_\_\_ (Cell) \_\_\_\_\_

Parent/Guardian of Student: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

Zip: \_\_\_\_\_ Telephone: (Hm) \_\_\_\_\_ (Wk) \_\_\_\_\_ (Cell) \_\_\_\_\_

Name of District/Agency Hearing Request Is Against: \_\_\_\_\_

**Student Information:** \_\_\_\_\_ **District Information:** \_\_\_\_\_

Student Name: \_\_\_\_\_ District Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Telephone: \_\_\_\_\_

School Student Attends: \_\_\_\_\_

Student's Grade: \_\_\_\_\_

(Complete if the information is available)

Student's Attorney: \_\_\_\_\_

(Complete if the information is available)

District's Attorney: \_\_\_\_\_

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**TAB 5 Attachment 2 Page 356**

**STATE DEPARTMENT OF EDUCATION  
JUNE 20, 2018**

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**SUBJECT**

Red Tape Committee Recommendations

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-320, Idaho Code - Continuous Improvement Plans  
Section 33-1212A(6), Idaho Code - College and Career Advisors  
Section 33-1616(4), Idaho Code - Literacy Intervention  
Section 33-1004B(13) - (14), Idaho Code - Career Ladder  
IDAPA 08.02.01.801. 04, Statewide Continuous Improvement Measures  
IDAPA 08.02.01.801.05, Annual Literacy Intervention Plan  
IDAPA 08.02.01.801.06, College and Career Advising and Mentoring Plan  
IDAPA 08.02.02.015.10.c, Administrator Certificate Renewal

**ALIGNMENT WITH STRATEGIC PLAN**

Goal 1: A Well Educated Citizenry, Objective D: Quality Education

**BACKGROUND/DISCUSSION**

In the fall of 2017, Superintendent Ybarra met with school district administrators during regional meetings, and a common concern was voiced about reporting requirements to the different state agencies. Administrators expressed frustration with the duplication of reporting, the consistency of reporting submittals, and other issues.

To address the concerns, district administrators and charter school directors across the state volunteered to serve on a working group, the Red Tape Committee (Committee), to bring forward recommendations to reduce the paperwork while maintaining accountability. Committee members include:

- Jodie Mills, Chief Academic Officer, Caldwell School District
- Don Coberly, Superintendent, Boise School District
- David Aiken, Superintendent, Lapwai School District
- Wendy Moore, Superintendent, Genesee School District
- Lisa Sherick, Superintendent, Jefferson County School District
- Michael Jacobson, Superintendent/Principal, Swan Valley School District
- Craig Woods, Superintendent, Notus School District
- Laura Sandidge, Administrator/Special Ed Director, Another Choice Charter School
- Shane Pratt, Administrator, Rolling Hills Public Charter School
- Karen Haines, Principal, Inspire Connections Academy
- Cindy Johnstone, Director of Curriculum and Assessment, Vallivue School District
- Robin Gilbert, Superintendent, Payette School District
- Mary Ann Ranells, Superintendent, West Ada School District
- Molly Stein, Superintendent, Soda Springs School District
- David Sotutu, Superintendent/Principal, North Gem School District

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- Katharine McPherson, Region II Director, Idaho Association of School Business Officials
- Ron Anthony, Superintendent, Buhl School District
- Sandra Miller, Assistant Superintendent, Cassia County School District

Agency staff support includes:

- Pete Koehler, State Department of Education
- Tim McMurtrey, State Department of Education
- Helen Price, State Department of Education
- Allison Westfall, State Department of Education
- Tamara Baysinger, Public Charter School Commission
- Tracie Bent, Office of the State Board of Education
- Christina Linder, Office of the State Board of Education
- Heather Luchte, Division of Career Technical Education

The Committee and staff convened January 10, 2018. Members shared specific concerns gathered from their colleagues and grouped those concerns into six broad categories for review:

1. Evaluation audits/evaluation reporting/certification
2. Accountability reporting: Continuous Improvement Plans, Literacy Plans, Career and College Advising Plans, and Charter School Performance Certificates
3. ISEE/Financial Reporting
4. Career Technical Education
5. Transportation
6. Other

On February 21, the Committee reviewed and discussed Categories 1 and 2 and asked staff in the State Department of Education to draft recommendations to address the concerns. Draft recommendations were provided to the Committee to gather feedback from their regions, and recommendations were reviewed at five regional Legislative Roadshow meetings in April.

On May 1, the Committee reviewed and discussed feedback on the draft recommendations and asked the State Department of Education to finalize recommendations (Attachment 1) for presentation to the State Board of Education at its June meeting.

**IMPACT**

If implemented, these recommendations will reduce the administrative burden of school districts and charter schools across the state, allowing administrators and their staff to dedicate more time and energy to the education of their students. This will ultimately increase the likelihood that school districts will achieve the goals described in their plans. Department and Board staff will work to amend internal

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processes and programs and to initiate changes to statute or rule necessary to implement the recommendations.

**ATTACHMENTS**

Attachment 1 – Red Tape Committee Recommendations

**STAFF COMMENTS AND RECOMMENDATIONS**

Board staff presented information to the committee during the meetings and provided feedback to the Department on the written recommendations. As part of the presentations, staff walked the group through the school district/charter school plan submittal and acceptance process and explained districts have had the ability to submit the three statutorily required plans as a single consolidated plan. The group was also updated on improvements that were in progress based on feedback received directly from school districts/charter schools this last year. Updates included the creation of a single template for a consolidated plan (Previously only individual optional templates were provided) and a change in the evaluation review process, where administrators who were picked for an on-site review would not also have to complete the desk audit. The on-site reviews are a more extensive review of the evaluations for a randomly selected limited number of the administrators selected each year for review. The committee was also updated on the work staff were doing to change the way administrators were randomly picked to have a more distributed selection. During the first two years staff have found a strictly random selection of administrators, regardless of the districts or charter school they serve in, was resulting in administrators from our larger districts being picked every year while administrators in our smaller districts were not being picked at all. The methodology staff will be looking into for the 2018-2019 school year eliminate administrators that had been selected during the previous year from the sample and weight administrators serving in districts or charter schools that had not previously been selected. Following the discussion of the committee staff added language to the plan templates explaining how school districts/charter schools could use the school district report card to report progress on those performance measure that are the same in their plans and required to be reported on the district/charter school report cards.

The following recommendations are in alignment with processes Board staff have been or were in the process of implementing:

- Recommendation 1, an optional consolidated plan template has been posted to the Board website along with the other single subject plan templates.
- Recommendation 3, the templates have been updated to include how to link and use the Report Card to report out on effectiveness/progress of the plans
- Recommendation 6, administrators who were reviewed in 2017-2018 were not included in the pool of administrators that will be used for the 2018-2019 reviews

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Board staff, in collaboration with the Public Charter School Commission, will look into the feasibility of a single template that could meet the various plan requirements and the charter school performance certificate reporting requirements that may address Recommendation 2.

When discussed in the Committee, Recommendation 5, was to provide the assurance page in lieu of staff reviewing the actual evaluations. While staff could provide an assurance page that the identified parties sign, this could replace the current review without a statutory change. Recommendations 4, 5, and 7 would require statutory amendments to be fully implemented.

**BOARD ACTION**

I move to accept the recommendations of the Red Tape Committee as submitted in Attachment 1.

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

OR

I move to accept recommendation 1 of the Red Tape Committee as submitted in Attachment 1.

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

I move to accept recommendation 2 of the Red Tape Committee as submitted in Attachment 1.

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

I move to accept recommendation 3 of the Red Tape Committee as submitted in Attachment 1.

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

I move to accept recommendation 4 of the Red Tape Committee as submitted in Attachment 1.

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



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I move to accept recommendation 5 of the Red Tape Committee as submitted in Attachment 1.

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

I move to accept recommendation 6 of the Red Tape Committee as submitted in Attachment 1.

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

I move to accept recommendation 7 of the Red Tape Committee as submitted in Attachment 1.

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

# **|| Red Tape Committee Recommendations**

## **CONTINUOUS IMPROVEMENT PLAN (CIP), LITERACY PLAN (LP) AND COLLEGE AND CAREER ADVISING PLAN (CCA)**

1. **The Committee recommends** combining the CIP, LP and CCA into a single plan to be posted to the district/charter website by October 1 of each school year. Templates currently exist to support the combination of the CIP, LP and CCA into a single plan.
2. **The Committee recommends** creation of a combined, single plan template for charters to use which will supplement the information required by the Charter School Performance Certificate.
3. **The Committee recommends** the state Report Card be revised to include the statewide continuous improvement measures and effectiveness metrics required in the CIP, LP and CCA. A link to this information will satisfy state reporting requirements. Local performance goals and progress toward those goals must be reported in the plan.
4. **The Committee recommends** the addition of a form to the combined, single plan, signed by the district/charter administrator and governing board, providing the assurance that report card data has been reviewed and performance targets amended as needed.

## **EVALUATION REPORTING, AUDITS, AND CERTIFICATION**

5. **The Committee recommends** the Office of the State Board provide a Summative Evaluation Assurance form for signature by both the administrator performing the evaluation and the educator being evaluated, to be permanently kept in the educator's personnel file with the summative evaluation in lieu of observation notes. The form shall include the following assurances:
  - All 22 components of the Danielson framework were evaluated.
  - At least two observations informed the performance measure portion of the summative evaluation, one of which was completed prior to January 1 of the current school year.
  - A rating of 1 – 3 or 1 – 4 was indicated on the summative evaluation.

In addition to the assurance page, evaluation reviews will still include evidence of the following:

- A measure of professional practice was used and identified on the evaluation.
  - A measure of student achievement was used and identified on the evaluation.
  - The evaluator completed training in teacher evaluation accordance with IDAPA 08.02.02.015.10 d (Evaluator signature only).
6. **The Committee recommends** an administrator selected for review be exempt from the sample if that administrator was found compliant in the previous review.
7. **The Committee recommends** an administrator who teaches a 3-credit course in the Danielson framework be exempt from the 3-credit recertification requirement until the end of the 5-year recertification period during which the class is taught.

**CONSENT  
JUNE 21, 2018**

<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>AUDIT – IDAHO STATE UNIVERSITY – FOUNDATION OPERATING AGREEMENT</b>	Motion to Approve
<b>2</b>	<b>BAHR - SECTION I – BOISE STATE UNIVERSITY – CONTRACT AMENDMENT - ASSISTANT MEN’S FOOTBALL COACH</b>	Motion to Approve
<b>3</b>	<b>BAHR - SECTION I – LEWIS-CLARK STATE COLLEGE – FACULTY RANK AND PROMOTION</b>	Motion to Approve
<b>4</b>	<b>BAHR - SECTION II – BOISE STATE UNIVERSITY – NIKE CONTRACT AMENDMENT</b>	Motion to Approve
<b>5</b>	<b>PPGA – STATE REHABILITATION COUNCIL APPOINTMENTS</b>	Motion to Approve
<b>6</b>	<b>PPGA – DATA MANAGEMENT COUNCIL APPOINTMENTS</b>	Motion to Approve
<b>7</b>	<b>PPGA – ACCOUNTABILITY OVERSIGHT COMMITTEE APPOINTMENTS</b>	Motion to Approve
<b>8</b>	<b>PPGA – ALCOHOL PERMITS REPORT – PRESIDENT APPROVED</b>	Motion to Approve
<b>9</b>	<b>PPGA – COEUR D’ ALENE SCHOOL DISTRICT/POST FALLS SCHOOL DISTRICT – BOUNDARY ANNEXATION/EXCISION</b>	Motion to Approve
<b>10</b>	<b>PPGA – LEWIS-CLARK STATE COLLEGE – FACILITIES NAMING</b>	Motion to Approve
<b>11</b>	<b>SDE – REQUEST FOR WAIVER OF 103% STUDENT TRANSPORTATION FUNDING CAP</b>	Motion to Approve

**CONSENT  
JUNE 21, 2018**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
12	<b>SDE – TRANSPORT STUDENTS LESS THAN ONE-AND-ONE-HALF MILES FOR THE 2017-2018 SCHOOL YEAR</b>	Motion to Approve
13	<b>SDE – PROFESSIONAL STANDARDS COMMISSION APPOINTMENTS</b>	Motion to Approve
14	<b>SDE – EMERGENCY AUTHORIZATIONS - CERTIFICATION</b>	Motion to Approve

**IDAHO STATE UNIVERSITY**

**SUBJECT**

Approve operating agreement between Idaho State University (ISU) and Idaho State University Foundation, Inc.

**REFERENCE**

June 2015      Board reapproval of ISU Operating Agreement with ISU Foundation

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**ALIGNMENT WITH STRATEGIC PLAN**

Goal 2: Educational Attainment, Objective C: Access

**BACKGROUND/DISCUSSION**

Board policy requires a foundation of an institution be brought before the Board to be formally recognized as a nonprofit corporation or affiliated foundation to benefit a public college or university in Idaho. The operating agreement between an institution and an affiliated foundation must be approved by the Board prior to execution and must be re-submitted to the Board every three (3) years, or as otherwise requested by the Board, for review and re-approval. The operating agreement must address the topics outlined in Policy V.E

ISU worked with the ISU Foundation to update the existing operating agreement, which was approved by the Board in April 2015. There were only minor changes to the agreement, which are highlighted in the documents and are summarized as follows;

- The Foundation will post its current Articles of Incorporation and Bylaws on its public website rather than providing such documents to the State Board and the University.
- The Foundation shall, to the extent practicable, provide the University with an advance copy of any proposed amendments to the investment policy and will update its public website for any amendments, as soon as possible, after they are adopted.
- "Investment Policy" refers to the Foundation's Policy Manual.
- Minor punctuation, formatting and signatory changes as shown.

**IMPACT**

Re-approval of the operating agreement brings the Foundation into compliance with Board policy V.E.

**CONSENT**  
**JUNE 21, 2018**

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**ATTACHMENTS**

Attachment 1 – ISU Foundation Operating Agreement red-line to existing operating agreement

Attachment 2 – ISU Foundation Policy Manual

Attachment 3 – Notification of Changes to Foundation Bylaws

**STAFF COMMENTS AND RECOMMENDATIONS**

The Audit Committee reviewed the updated operating agreement at its meeting on June 13, 2018.

Staff recommends approval.

**BOARD ACTION**

I move to approve the operating agreement between Idaho State University and Idaho State University Foundation, Inc., as presented.

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

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

THIS AGREEMENT, entered into as of this 24th day of, September ~~22~~20158 ("Effective Date"), is between Idaho State University, herein known as "University" and the Idaho State University Foundation, Inc., herein known as "Foundation".

WHEREAS, the Foundation was organized and incorporated in 1967 for the purpose of stimulating voluntary private support from alumni, parents, friends, corporations, foundations, and others for the benefit of the University.

WHEREAS, the Foundation exists to raise and manage private resources supporting the mission and priorities of the University, and provide opportunities for students and a degree of institutional excellence unavailable with state funding levels.

WHEREAS, the Foundation is dedicated to assisting the University in the building of the endowment to address, through financial support, the long-term academic and other priorities of the University.

WHEREAS, as stated in its articles of incorporation, the Foundation is a separately incorporated 501(c)(3) organization and is responsible for identifying and nurturing relationships with potential donors and other friends of the University; soliciting cash, securities, real and intellectual property, and other private resources for the support of the University; and acknowledging and stewarding such gifts in accordance with donor intent and its fiduciary responsibilities.

WHEREAS, furthermore, in connection with its fund-raising and asset-management activities, the Foundation utilizes, in accordance with this Agreement, personnel experienced in planning for and managing private contributions and works with the University to assist and advise in such activities.

WHEREAS, the parties hereby acknowledge that they will at all times conform to and abide by, the Idaho State Board of Education's Governing Policies and Procedures, Gifts and Affiliated Foundations policy § V.E., and that they will submit this Agreement for initial prior State Board of Education ("State Board") approval, and thereafter every three (3) years, or as otherwise requested by the State Board, for review and re-approval.

WHEREAS, the Foundation and University entered into an Operating Agreement on February 5, 2009, which was amended on September 17, 2013 and again on September 24, 2015.



NOW THEREFORE, in consideration of the mutual commitments herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

## ARTICLE I Foundation's Purposes

The Foundation is the primary affiliated foundation responsible for securing, managing, and distributing private support for the University. Accordingly, to the extent consistent with the Foundation's Articles of Incorporation and Bylaws, and the State Board's Policies and Procedures, the Foundation shall: (1) solicit, receive and accept gifts, devises, bequests and other direct or indirect contributions of money and other property made for the benefit of the University from the general public (including individuals, corporations, other entities and other sources); (2) manage and invest the money and property it receives for the benefit of the University; and (3) support and assist the University in fundraising and donor relations.

In carrying out its purposes the Foundation shall not engage in activities that conflict with (1) federal or state laws, rules, and regulations (including, but not limited to all applicable provisions of the Internal Revenue Code and corresponding Federal Treasury Regulations); (2) applicable policies of the State Board; or (3) the role and mission of the University.

## ARTICLE II Foundation's Organizational Documents

The Foundation posts its current Articles of Incorporation and Bylaws on its public website. The Foundation will update its public website for any amendments to such documents, as soon as possible, after they are adopted. The Foundation shall provide copies of its current Articles of Incorporation and Bylaws to the University and the State Board upon request. All amendments of such documents shall also be provided to the University and the State Board. Furthermore, the Foundation shall, to the extent practicable, provide the University with an advance copy of any proposed amendments to the Foundation's Articles of Incorporation and Bylaws.

## ARTICLE III University Resources and Services

1. University Employees.
  - a. University/Foundation Liaison: The University's Vice President for University Advancement shall serve as the University's Liaison to the Foundation.
    - i. The University's Vice President for University Advancement shall be responsible for coordinating the University's and the Foundation's fundraising efforts and for supervising and coordinating the administrative support provided by the University to the Foundation.
    - ii. The Vice President for University Advancement or her/his designee shall

attend each meeting of the Foundation's Board of Directors and shall report on behalf of the University to the Foundation's Board of Directors regarding the University's coordination with the Foundation's fundraising efforts.

b. Finance Director: The Finance Director of the Foundation is an employee of the University loaned to the Foundation. All of the Finance Director's services shall be provided directly to the Foundation as follows:

i. The Finance Director shall be responsible for the supervision and control of the day-to-day operations of the Foundation. More specific duties of the Finance Director may be set forth in a written job description prepared by the Foundation and attached to the Loaned Employee Agreement described in iii below. The Finance Director shall be subject to the control and direction of the Foundation.

ii. The Finance Director shall be an employee of the University and entitled to University benefits to the same extent and on the same terms as other full-time University employees of the same classification as the Finance Director. The Foundation shall reimburse the University for all costs incurred by the University in connection with the University's employment of the Finance Director, including such expenses as salary, payroll taxes, and benefits.

iii. The Foundation and the University shall enter into a written agreement, in the form of Exhibit "A" hereto, establishing that the Finance Director is an employee of the University but subject to the direction and control of the Foundation (generally a "Loaned Employee Agreement"). The Loaned Employee Agreement shall also set forth the relative rights and responsibilities of the Foundation and the University with respect to the Finance Director, including the following:

1. The Foundation shall have the right to choose to terminate the Loaned Employee Agreement in accordance with Foundation procedures and applicable law; such termination may include election by the Foundation for non-renewal of the Loaned Employee Agreement.

2. Termination of the Loaned Employee Agreement in accordance with the Foundation procedures and applicable law shall also result in termination of any obligation of the University to employ the Loaned Employee, subject to applicable legal and procedural requirements of the State of Idaho and the University.

3. Loaned Employee shall be subject to the supervision, direction and control of the Foundation Board of Directors and shall report directly to the Foundation president or her/his designee. Further, the Foundation shall have the primary role in hiring a Loaned Employee, subject to applicable State or University requirements.

- c. **Other Loaned Employees.** Other loaned employees providing services pursuant to this Agreement shall also serve pursuant to a Loaned Employee Agreement, Exhibit "A," which shall set forth their particular responsibilities and duties. The effective dates of all loaned employee agreements, the names and duties of the loaned employees, and the compensation amount shall be revised and updated as needed by the University and Foundation.
  - d. **Limited Authority of University Employees.** Notwithstanding the foregoing provisions, no University employee who functions in a key administrative or policy making capacity for the University (including, but not limited to, any University Vice-President or equivalent position) shall be permitted to have responsibility or authority for Foundation policy making, financial oversight, spending authority, investment decisions, or the supervision of Foundation employees.
2. **Support Staff Services.** The University shall provide administrative, financial, accounting and development services to the Foundation, as set forth in the Services Agreement attached hereto as Exhibit "B" ("Services Agreement"). All University employees who provide support services to the Foundation shall remain University employees under the direction and control of the University, unless it is agreed that the direction and control of any such employee will be vested with the Foundation in a written Loaned Employee Agreement. The Foundation will pay directly to the University the portion of the overhead costs associated with the services provided to the Foundation pursuant to the Services Agreement. The portion of such costs shall be determined by the agreement of the Parties.
  3. **University Facilities and Equipment.** The University shall provide the use of the University's office space, equipment and associated services to the Foundation's employees upon the terms agreed to by the University and the Foundation. The terms of use (including amount of rent) of the University's office space, equipment and associated services shall be as set forth in the Services Agreement, Exhibit "B" hereto.
  4. **No Foundation Payments to University Employees.** Notwithstanding any provision of this Agreement to the contrary, the Foundation shall not make any payments directly to a University employee in connection with any resources or services provided to the Foundation pursuant to this Article of this Operating Agreement.

## ARTICLE IV

### Management and Operation of Foundation

1. **Gift Solicitation.**
  - a. **Authority of Vice President for University Advancement.** All Foundation gift solicitations shall be subject to the direction and control of the Vice President for University Advancement.
  - b. **Form of Solicitation.** Any and all Foundation gift solicitations shall make clear to

prospective donors that (1) the Foundation is a separate legal and tax entity organized for the purpose of encouraging voluntary, private gifts, trusts, and bequests for the benefit of the University; and (2) responsibility for the governance of the Foundation, including the investment of gifts and endowments, resides in the Foundation's Board of Directors.

- c. Foundation is Primary Donee. Absent unique circumstances, prospective donors shall be requested to make gifts directly to the Foundation rather than to the University.

2. Acceptance of Gifts.

- a. Approval Required Before Acceptance of Certain Gifts. Before accepting contributions or grants for restricted or designated purposes that may require administration or direct expenditure by the University, the Foundation shall obtain the prior written approval of the University, and where required by State Board policy, approval of the State Board. Similarly, the Foundation shall also obtain the prior written approval of the University of the acceptance of any gift or grant that would impose a binding financial or contractual obligation on the University.
- b. Acceptance of Gifts of Real Property. The Foundation shall conduct adequate due diligence on all gifts of real property that it receives. All gifts of real property intended to be held and used by the University shall be approved by the State Board before acceptance by the University and the Foundation. In cases where the real property is intended to be used by the University in connection with carrying out its proper functions, the real property may be conveyed directly to the University, in which case the University and not the Foundation shall be responsible for the due diligence obligations for such property.
- c. Processing of Accepted Gifts. All gifts received by the University or the Foundation shall be delivered (if cash) or reported (if any other type of property) to the Foundation's designated gift administration office (a unit of the Foundation) in accordance with the Services Agreement.

3. Fund Transfers. The Foundation agrees to transfer funds, both current gifts and income from endowments, to the University on a regular basis as agreed to by the Parties. The Foundation's Treasurer or other individual to whom such authority has been delegated by the Foundation's Board of Directors shall be responsible for transferring funds as authorized by the Foundation's Board of Directors.

- a. Restricted and Unrestricted Gift Transfers. The Foundation may make restricted donations to the University. Such donated funds will only be expended by the University pursuant to the terms of such restrictions. The Foundation may also make unrestricted donations to the University. Such donated funds will be expended under the oversight of the University President in compliance with state law and University policies. All expenditures noted in this section must comply with the I.R.S. 501(c)(3) code and be consistent with the Foundation's sole mission

to support the University.

4. Foundation Expenditures and Financial Transactions.

- a. Signature Authority. The Foundation designates the Foundation Treasurer as the individual with signature authority for the Foundation in all financial transactions with the University. The Foundation may supplement or change this designation with written notice to the University; provided, however, in no event may the person with Foundation signature authority for financial transactions with the University be a University employee nor a “Loaned Employee” as that term is used in this Agreement.
- b. Expenditures. All expenditures of the Foundation shall be (1) consistent with the charitable purposes of the Foundation, and (2) not violate restrictions imposed by the donor or the Foundation as to the use or purpose of the specific funds.

5. University Report on Distributed Funds. On a regular basis, which shall not be less than annually, the University shall report to the Foundation on the use of restricted and unrestricted funds transferred to the University. This report shall specify the restrictions on any restricted funds and the uses of such funds.

6. Transfer of University Assets to the Foundation. No University funds, assets, or liabilities may be transferred directly or indirectly to the Foundation without the prior approval of the State Board except when:

- a. A donor inadvertently directs a contribution to the University that is intended for the Foundation in which case such funds may be transferred to the Foundation so long as the documents associated with the gift indicate the Foundation was the intended recipient of the gift. In the absence of any such indication of donor intent, such funds shall be deposited in an institutional account, and State Board approval will be required prior to the University's transfer of such funds to the Foundation.
- b. The University has gift funds that were originally transferred to the University from the Foundation and the University wishes to return a portion of those funds to the Foundation for reinvestment consistent with the original intent of the gift.
- c. The institution has raised scholarship funds through an institution activity and the institution wishes to deposit the funds with the Foundation for investment and distribution consistent with the scholarship nature of the funds.
- d. Transfers of a de minimis amount not to exceed \$10,000 from the institution to the Foundation provided such funds are for investment by the Foundation for scholarship or other general university support *purposes*. This exception shall not apply to payments by the institution to the Foundation for obligations of the institution to the Foundation, operating expenses of the ~~Foundation or~~ Foundation or other costs of the Foundation.

7. Separation of Funds. All Foundation assets (including bank and investment accounts) shall be held in separate, password protected accounts in the name of the Foundation using Foundation's Federal Employer Identification Number. The financial records of the Foundation shall be kept using a separate chart of accounts. For convenience purposes, some Foundation expenses may be paid through the University such as payroll and campus charges. These expenses will be paid through accounts clearly titled as belonging to the Foundation and shall be reimbursed by the Foundation on a regular basis. Further, the Foundation shall make data available to external auditors as necessary to complete audit responsibilities.
8. Insurance. To the extent that the Foundation is not covered by the State of Idaho Retained Risk program, the Foundation shall maintain insurance to cover the operations and activities of its directors, officers, and employees. The Foundation shall also maintain general liability coverage.
9. Investment Policies. All funds held by the Foundation, except those intended for short term expenditures, shall be invested in accordance with the Uniform Prudent Management of Institutional Funds Act, Idaho Code Sections 33-5001 to 33-5010, and the Foundation's current investment policy which is posted on the Foundation's public website; provided, however, the investment policy which is attached hereto as Exhibit "C"; provided, however, the Foundation shall not invest any funds in a manner that would violate the applicable terms of any restricted gifts. The Foundation shall, to the extent practicable, provide the University with an advance copy of any proposed amendments to the investment policy and will update its public website for any amendments, as soon as possible, after they are adopted.~~The Foundation shall provide to the University any updates to such investment policy which updates shall also be attached hereto as Exhibit "C".~~
10. Organization Structure of the Foundation. The organizational structure of the Foundation is set forth in the Foundation's Articles of Incorporation and the Foundation's Amended and Restated Bylaws. The Foundation posts the current version of such documents on its public website. The Foundation will update its public website for any amendments to such documents, as soon as possible, after they are adopted.~~The Foundation agrees to provide copies of such Articles and Bylaws as well as any subsequent amendments to such documents to both the University and the State Board as requested.~~
11. Conflicts of Interest and Ethical Conduct. The Foundation has adopted a written policy addressing the manner the Foundation will address conflict of interest situations. The Foundation's Conflict of Interest Policy and the Foundations Code of Ethical Conduct will be provided to the Board as requested.

## ARTICLE V

### Foundation Relationships with the University

1. Access to Records. The Foundation shall establish and enforce policies to protect donor confidentiality and rights. The donor database, as well as other data, materials

and information of the Foundation pertaining to past, current or prospective donors, are proprietary to the Foundation and constitute its confidential information and trade secrets. The University shall not access such information except in compliance with the Foundation's donor confidentiality policies. The Foundation and University shall take the steps necessary to monitor and control access to the donor database and to protect the security of the server and software relevant to the database.

The Foundation will provide access to data and records to the University on a need-to-know basis in accordance with applicable laws, Foundation policies, and guidelines. The University shall, at any time, have access to the financial records of the Foundation. The scope of this right of the University shall be construed as broadly as needed to conduct a complete audit of the Foundation as such an audit would be conducted under generally accepted auditing standards if the University should so require. Provided, however, that the University need not conduct an audit to be provided such access, but shall be provided such access at any time.

The University's access shall not include donor specific data such that would provide individually identifiable information about donors or their donations made to the Foundation.

## 2. Record Management.

- a. The Parties recognize that the records of the Foundation relating to actual or potential donors contain confidential information. Such records shall be kept by the Foundation in such a manner as to protect donor confidentiality to the fullest extent allowed by law. Notwithstanding the access to records permitted above, access to such confidential information by the University shall be limited to the University's President and any designee of the University's President.
- b. The Foundation shall be responsible for maintaining all permanent records of the Foundation including but not limited to the Foundation's Articles, Bylaws and other governing documents, all necessary documents for compliance with IRS regulations, all gift instruments, and all other Foundation records as required by applicable laws.
- c. Except to the extent that records are confidential (including confidential donor information), the Foundation agrees to be open to public inquiries for information that would normally be open in the conduct of University affairs and to provide such information in a manner consistent with the Idaho Public Records Law, set forth in Idaho Code Sections 9-337 – 9-350, except where otherwise required by state and federal law.

3. Name and Marks. Each Party hereby is granted a general, non-exclusive, royalty-free license to use the corporate name of the other, specifically: "Idaho State University" and "The Idaho State University Foundation" in all activities conducted in association with or for the benefit of the other. Use of the other Party's name must be in manner that clearly identifies the Parties as separate entities, and neither Party may use the other Party's name to imply approval or action of the other Party.

Neither Party may delegate, assign, or sublicense the rights granted hereunder without express written consent from the other Party. This license does not extend to any identifying marks of either Party other than the specified corporate name. Use of other marks must receive prior written approval.

4. Identification of Source. The Foundation shall be clearly identified as the source of any correspondence, activities, and advertisements emanating from the Foundation.
5. Establishing the Foundation's Annual Budget. The Foundation shall provide the University with the Foundation's proposed annual operating budget and capital expenditure plan (if any) prior to the date the Foundation's Board of Directors meeting at which the Foundation's Board of Directors will vote to accept such operating budget. Any of the University's funding requests to the Foundation shall be communicated in writing to the Foundation's Treasurer and Assistant Treasurer. If the request is for reimbursement, the University shall provide appropriate documentation to the Foundation to ensure that the funds to be reimbursed were used in compliance with donor intent.
6. Attendance of University's President at Foundation's Board of Director Meetings. The University's President shall be invited to attend all meetings of the Foundation's Board of Directors and may act in an advisory capacity in such meetings.
7. Supplemental Compensation of University Employees. No supplemental compensation of University employees may be made by the Foundation. Provided the Foundation may reimburse the University for those benefits that are necessary for its normal course of operations, including, but not limited to, travel and continuing professional education. This is not intended to proscribe reimbursement by the Foundation of the University's expenses associated with "Loaned Employees" as set forth elsewhere in this Agreement, nor the payment of funds by the Foundation to the University in support of endowed chairs or similar faculty positions.

## ARTICLE VI

### Audits and Reporting Requirements

1. Fiscal Year. The Foundation and the University shall have the same fiscal year.
2. Annual Audit. On an annual basis, the Foundation shall have an audit conducted by a qualified, independent certified public accountant who is not a director or officer of the Foundation. The annual audit will be provided on a timely basis to the University's President and the Board, in accordance with the Board's schedule for receipt of said annual audit. The Foundation's ~~Annual~~ Annual Audited Financial Statements may be presented in accordance with standards promulgated by the Financial Accounting Standards Board (FASB). The Foundation is a component unit of the University as defined by the Government Accounting Board Standards Board (GASB). Accordingly, the University, which follows a GASB format, is required to include the Foundation in its Financial Statements. Therefore, if the Foundation presents its audited Financial Statement under FASB, schedules reconciling the FASB Statements to GASB standards must be provided to the



Idaho State University of Idaho controller in the detail required by GASB standards. The annual audited Financial Statements and Schedules 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.

3. Separate Audit Rights. The University agrees that the Foundation, at its own expense, may at any time during normal business hours conduct or request additional audits or reviews of the University's books and records pertinent to the expenditure of donated funds. The Foundation agrees that the University and the State Board, at its own expense, may, at reasonable times, inspect and audit the Foundation's books and accounting records.
4. Annual Reports to University President. On a regular basis, which shall not be less than annually, the Foundation shall provide a written report to the University President and the State Board setting forth the following items:
  - a. the annual financial audit report;
  - b. an annual report of Foundation transfers made to the University;
  - a. an annual report of unrestricted funds received by the Foundation;
  - b. an annual report of unrestricted funds available for use during the current fiscal year;
  - c. a list of all of the Foundation's officers, directors, and employees;
  - d. a list of University employees for whom the Foundation made payments to the University for supplemental compensation or any other approved purpose during the fiscal year, and the amount and nature of that payment;
  - e. a list of all state and federal contracts and grants managed by the Foundation;
  - f. an annual report of the Foundation's major activities;
  - g. an annual report of each real estate purchase or material capital lease, investment, or financing arrangement entered into during the preceding Foundation fiscal year for the benefit of the University; and
  - h. an annual report of (1) any actual litigation involving the Foundation during its fiscal year; (2) identification of legal counsel used by the Foundation for any purpose during such year; and (3) identification of any potential or threatened litigation involving the Foundation.

## ARTICLE VII

### Conflict of Interest and Code of Ethics and Conduct

1. Conflicts of Interest and Code of Ethics and Conduct Policy Statement. The Foundation has adopted a written policy addressing the manner the Foundation will address conflict of interest situations.
2. Dual Representation. Under no circumstances may a University employee represent both the University and the Foundation in any negotiation, sign for both entities in transactions, or direct any other institution employee under their immediate supervision to sign for the related party in a transaction between the University and the Foundation. This shall not prohibit University employees from drafting transactional documents that are subsequently provided to the Foundation for its independent review, approval, and use.
3. Contractual Obligation of University. The Foundation shall not enter into any contract that would impose a financial or contractual obligation on the University without first obtaining the prior written approval of the University and, if applicable under law or policy, the State Board of Education. University approval of any such contract shall comply with policies of the State Board of Education with respect to approval of University contracts.
4. Acquisition or Development of Real Estate. The Foundation shall not acquire or develop real estate or otherwise build facilities for the University's use without first obtaining approval of the State Board. In the event of a proposed purchase of real estate for such purposes by the Foundation, the University shall notify the State Board and where appropriate, the Idaho Legislature, at the earliest possible date, of such proposed purchase for such purposes. Furthermore, any such proposed purchase of real estate for the University's use shall be a coordinated effort of the University and the Foundation. Any notification to the State Board required pursuant to this paragraph may be made through the State Board's chief executive officer in executive session pursuant to Idaho Code Section 67-2345(1)(c).

## ARTICLE VIII General Terms

~~1. Effective Date. This Agreement shall be effective on the date set forth above.~~

~~2.1. Right to Terminate. This Operating Agreement shall terminate upon the mutual written agreement of both parties. In addition, either party may, upon 90 days prior written notice to the other, terminate this Operating Agreement, and either party may terminate this Operating Agreement in the event the other party defaults in the performance of its obligations and fails to cure the default within 30 days after receiving written notice from the non-defaulting party specifying the nature of the default. Should the University choose to terminate this Operating Agreement by providing 90 days written notice or in the event of a default by the Foundation that is not cured within the time frame set forth above, the Foundation may require the University to pay, within 180 days of written notice, all debt incurred by the Foundation on the University's behalf including,~~

but not limited to, lease payments, advanced funds, and funds borrowed for specific initiatives. Should the Foundation choose to terminate this Operating Agreement by providing 90 days written notice or in the event of a default by the University that is not cured within the time frame set forth above, the University may require the Foundation to pay any debt it holds on behalf of the Foundation in like manner. The parties agree that in the event this Operating Agreement shall terminate, they shall cooperate with one another in good faith to negotiate a new agreement within six (6) months. In the event the parties are unable to negotiate a new agreement within the time period specified herein, they will refer the matter to the State Board for resolution. Termination of this Operating Agreement shall not constitute or cause dissolution of the Foundation.

3.2. 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.

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

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

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

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

To the University:

President  
Idaho State University  
921 South 8<sup>th</sup> Ave. Stop 8310  
Pocatello, ID 83209-8410

To the Foundation:

Vice President for Advancement  
Idaho State University  
921 South 8th Ave. Stop 8024  
Pocatello, ID 83209-8024

Finance Director  
Idaho State University Foundation  
921 South 8th Ave. Stop 8050  
Pocatello, ID 83209-8050

8.7. No Joint Venture. At all times and for all purposes of this Agreement, the University and the Foundation shall act in an independent capacity and not as an agent or representative of the other party.

9.8. Liability. The University and Foundation are independent entities and neither shall be liable for any of the other's contracts, torts, or other acts or omissions, or those of the other's trustees, directors, officers, members, or employees.

10.9. Indemnification. The University and the Foundation each agree to indemnify, defend and hold the other party, their officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the party, its employees, contractors, or agents in performing its obligations under this Operating Agreement. This indemnification shall include, but not be limited to, any and all claims arising from an employee of one party who is working for the benefit of the other party. Nothing in this Operating Agreement shall be construed to extend the University's liability beyond the limits of the Idaho Tort Claims Act, Idaho Code §6-901 et seq.

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

12.11. Dissolution of Foundation. Consistent with provisions appearing in the Foundation's Bylaws and/or Articles of Incorporation, should the Foundation cease to exist or cease to qualify as an Internal Revenue Code §501(c)(3) organization, the Foundation will transfer its assets and property to the University, to a reincorporated successor Foundation organized to benefit the University, or to the State of Idaho for public purposes, in accordance with Idaho law.

~~13.12.~~ Assignment. This Agreement is not assignable by either party, in whole or in part.

~~14.13.~~ Governing Law. This Agreement shall be governed by the laws of the State of Idaho

~~15.14.~~ 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.

~~16.15.~~ Entire Agreement. This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

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

Idaho State University

By: \_\_\_\_\_

Its: President

Idaho State University Foundation, Inc.

By: \_\_\_\_\_

Its: President

**EXHIBIT "A"**

**Loaned Employee Agreement**

**EXHIBIT “A”****AGREEMENT FOR LOANED EMPLOYEE  
IDAHO STATE UNIVERSITY/IDAHO STATE UNIVERSITY FOUNDATION**

THIS 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 laws of the state of Idaho (“University”), and IDAHO STATE UNIVERSITY FOUNDATION, a private nonprofit corporation (“ISUF”) effective for the period **Insert Beginning And Ending Dates.**

**BACKGROUND**

- A. The ISUF, incorporated as a 501(c)(3) organization in 1967, raises and manages private funds for the benefit of the University, and
- B. University has agreed to loan its employee, **Insert Name** (“Loaned Employee”), to ISUF to act in the capacity of Finance Director for ISUF.

**AGREEMENT**

The parties agree as follows:

- 1. Relationship between Loaned Employee and University.
  - a. Loaned Employee may be an exempt, fiscal year employee of the University subject to all applicable policies and procedures of the Board and the University, or a classified employee subject to the applicable State of Idaho, State Board, and/or University rules and procedures.
  - b. Loaned Employee will be paid at a fiscal year salary rate of **Insert Amount**, payable on the regular bi-weekly paydays of the University. 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.
  - c. University shall be responsible for the payment of all salary and benefits to Loaned Employee. University shall be responsible for all payroll-related taxes, benefits costs, and other related payroll costs arising out of the Loaned Employee’s employment with University.
- 2. Relationship between ISUF and Loaned Employee.
  - a. Loaned Employee will work full time and shall be under the exclusive supervision, direction, and control of the ISUF Board of Directors during the performance of her/his duties under this Agreement. Such duties shall include, but shall not be limited to,

supervision of the back office operational processing of gifts and reporting to various stakeholders; responsibility for the management and operations of the donor system; support of development staff and other personnel associated with the utilization of the donor system; relations with the University relative to IT support and security; oversight and management of ISUF operational policies; and, direct supervision of the Finance Manager, and other staff. Loaned Employees will report directly to ISUF President or her/his designee, who shall determine her/his duties. Loaned Employee will be considered a loaned employee under the workers' compensation law of the State of Idaho.

- b. ISUF is solely responsible for payment of income, social security, and other employment taxes, if any, due to the proper taxing authorities arising from its payment of reimbursements to Loaned Employee. ISUF agrees to indemnify, defend, and hold the University harmless from any and all liabilities, losses, claims, or judgments relating to the payment of these taxes.
- c. No later than ninety (90) days prior to the end of the term of this Agreement, and each subsequent term, if any, ISUF will evaluate the performance of Loaned Employee. In the case where the Loaned Employee is a classified employee, such evaluation shall occur in accordance with rules and procedures applicable to such employees. ISUF will provide a copy of the evaluation document to the University no later than fourteen (14) days after the evaluation is completed.
- c. ISUF may terminate or non-renew Loaned Employee's employment contract, or discipline Loaned Employee in accordance with ISUF's procedures and applicable law, any such termination or non-renewal shall constitute grounds for termination, non-renewal or discipline of Loaned Employee by the University. Provided however, particularly when the Loaned Employee is a classified employee, any contemplated termination shall be subject to applicable legal and procedural requirements of the State of Idaho and the University.

### 3. Relationship between ISUF and University.

- a. ISUF will reimburse University for one hundred percent (100%) of the University's total cost of Loaned Employee's salary and benefits including payroll-related taxes, benefits, and other related payroll costs and the costs associated with travel approved by ISUF. Such costs will be billed quarterly and paid to the University.
- b. 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, ISUF shall have the right to inspect and copy said books and records, which the University agrees to retain for a minimum period of one year following the completion of this Agreement.
- c. The furnishing of Loaned Employee shall not be considered a professional service of the University. At no time during the performance of this Agreement shall the Loaned Employee receive or act under instructions from the University regarding the work



performed on behalf of ISUF.

- d. University shall have no liability to ISUF for loss or damage growing out of or resulting from the activities of the Loaned Employee. ISUF therefore agrees to release, defend, indemnify and hold harmless the state of Idaho, University, its governing board, officers, employees, and agents, and the Loaned Employee from and against any and all claims, demands, losses, damages, costs, expenses, and liabilities, including but not limited to injuries (including death) to persons and for damages to property (including damage to property of ISUF or others) arising out of or in connection with the activities of the Loaned Employee under this Agreement. The limitation on liability and any agreement to defend, indemnify, or hold harmless expressed in the Agreement shall apply even in the event of the fault or negligence of the Loaned Employee.

#### 4. General Terms

- a. Term, Termination. This Agreement will terminate on the same day as Loaned Employee's contract as an exempt employee of the University terminates, or in the case of classified employees, after applicable rules and procedures have been followed, or upon Employee's resignation or other separation from employment, whichever is earlier. By mutual written consent, in conjunction with any renewal of the Loaned Employee's contract as an exempt employee of the University, the parties may extend the term of this Agreement for a term equal to the term of the exempt Loaned Employee's renewed contract with the University, or in the case of a classified employee, continued into the next ensuing fiscal year, such that the term of this Agreement shall always be equal to the term of Loaned Employee's status as an exempt or classified employee of the University. The Loaned Employee remains subject to all applicable Board and University policies, including but not limited to policies regarding nonrenewal of fixed term appointments and termination or discipline for adequate cause, and where applicable, rules and procedures pertaining to classified employees.
- b. 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.
- c. 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 ISUF:

Idaho State University Foundation  
President  
921 South 8th Ave. Stop 8050  
Pocatello, ID 83209-8050

Phone: (208) 282-3470  
Fax: (208) 282-4994

To the University:

Idaho State University  
Vice President for Advancement  
821 South 8<sup>th</sup> Ave, Stop 8024  
Pocatello, ID 83209-8024

Phone: (208) 282-3198  
Fax: (208) 282-4487

To the Loaned Employee:

EMPLOYEE NAME  
Last address on file with University's Human Resources

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.

- d. 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.
- e. Attorney's Fees. In the event an action is brought to enforce any of the terms, covenants or conditions of this Agreement, or in the event this Agreement is placed with an attorney for collection or enforcement, the successful party to such an action or collection shall be entitled to recover from the losing party a reasonable attorney's fee, together with such other costs as may be authorized by law.

IDAHO STATE UNIVERSITY

~~IDAHO STATE UNIVERSITY~~  
FOUNDATION

<p><del>James A. Fletcher</del> <u>Brian Hickenlooper</u>  <del>, Interim</del> Vice President          Finance and Administration</p>	<p><u>Valerie Hoybjerg</u>  <u>President</u>  <u>Dr. H. Gene Hoge, President</u></p>
--	--

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Kent Tingey  
~~, Vice President~~  
 University Advancement

Date: \_\_\_\_\_

LOANED EMPLOYEE concurrence and commitment:

\_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "B"**

**Service Agreement**

**EXHIBIT “B”****SERVICES AGREEMENT****IDAHO STATE UNIVERSITY– IDAHO STATE UNIVERSITY FOUNDATION**

THIS SERVICES 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 FOUNDATION, a private nonprofit corporation (“ISUF”).

A. The University agrees to provide to the ISUF the following administrative, financial, accounting, and investment support services.

1. Administrative support for reconciliation between appropriate ISUF and ISU accounts such as scholarship and spendable accounts and appropriate revenue reports between ISUF and ISU, assist with transfer of gift funds to ISU, assist with monitoring gift fund use to ensure compliance with wishes of donor, ISUF policies and applicable laws.
2. Administrative support for ISUF gift acceptance committee including analysis for evaluation of proposed gifts of real estate and analysis of gifts with unusual restrictions and/or financial/legal consequences, assist with transfers of gifted marketable securities and approved real estate to ISUF, assist with receipt of distributions from estates and trusts to ISUF.

B. All University employees who provide support services to the ISUF 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 the ISUF, the nature and location of which shall be in the University’s discretion. In addition, the University shall furnish office space and office equipment for use by the “loaned employees,” the nature and location of which shall be subject to agreement of the parties.

D. The ISUF will pay directly to the University a reasonable consideration for the services, facilities, equipment, software and operating supplies provided to the ISUF pursuant to the Service Agreement based upon agreed upon budgets for the services and operations described herein. In conjunction with the University’s annual budget process, the University will prepare and present to the ISUF for consideration and acceptance an operating budget for the services and operations to be provided under this Agreement upon which the consideration shall be based.

This Services Agreement shall be effective as of the date of the last signature thereto and shall continue in annual terms matched to the University’s fiscal year until terminated by either party. This Services Agreement may be terminated by either party upon written notice of termination, such termination to be effective 30 days after notice thereof. This Services Agreement shall also terminate at the same time as any termination of the most recently signed Operating Agreement between the

University and the ISUF. 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

IDAHO STATE UNIVERSITY FOUNDATION

\_\_\_\_\_  
Brian Hickenlooper  
Interim Vice President  
Finance and Administration

\_\_\_\_\_  
Valerie Hoybjerg  
President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
James A. Fletcher, Vice President  
Finance and Administration

\_\_\_\_\_  
Dr. H. Gene Hoge, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "C"**

**Investment Policy**



## EXHIBIT “C”

## Idaho State University Foundation

## Policy V D Investments

## INVESTMENT POLICIES OF THE IDAHO STATE UNIVERSITY FOUNDATION

**Preamble**

It is the policy of the Board to treat all assets of the Idaho State University Foundation, including funds that are legally unrestricted, as if held by the Idaho State University Foundation in a fiduciary capacity for the sake of accomplishing its mission and purposes. The following investment objectives and directions are to be judged and understood in light of that overall sense of stewardship. In that regard, the basic investment standards shall be those of a prudent investor as articulated in applicable state laws.

**Investment Assets**

For purposes of these policies, investment assets are those assets of the Idaho State University Foundation that are managed under Policies of the Investment Committee, available for investment in the public securities markets as stocks, bonds, cash, or cash equivalents, either directly or through intermediate structures. Illiquid assets are described in the Idaho State University Foundation's gift acceptance policies, and are governed by those rules and not by these investment policies.

**Supervision and Delegation**

The Board of the Idaho State University Foundation has adopted these policies and has formed an Investment Committee (the Committee), described below, to whom it has delegated authority to supervise the Idaho State University Foundation investments. The committee and its counselors will act in accord with this investment policy (hereinafter “policy”), and all applicable laws and state and federal regulations that apply to nonprofit agencies including, but not limited to, the Uniform Prudent Investors Act and the Uniform Management of Institutional Funds Act. The Board reserves to itself the exclusive right to amend or revise these policies.

**Investment Committee**

See Section 9.05 for a description of the Investment Committee responsibilities. shall be the responsibility of the Investment Committee to:

1. Supervise the overall implementation of the Idaho State University Foundation's investment policies by the Idaho State University Foundation's executive staff and outside advisors;
2. Monitor and evaluate the investment performance of the Idaho State University Foundation's funds;
3. Report at each regularly scheduled meeting of the Board on Foundation investment matters including financial performance;
4. Develop and annually update an investment policy, asset allocation strategies, risk-based

~~fund objectives, and appropriate investment management structures and provide the same to the Board;~~

~~5. Execute such other duties as may be delegated by the Board.~~

~~Whenever these policies assign specific tasks to the committee, the policies assume that the actual work will (or may) be performed by the Idaho State University Foundation's Finance Director or other designated staff members, subject only to the committee's overall supervision.~~

### **Investment Consultant, Advisors, and Agents**

The committee is specifically authorized to retain one or more investment advisors (advisors) as well as any administrators, custodians, or other investment service providers required for the proper management of the Idaho State University Foundation's funds. See Section 9.05 for further details.~~The committee may utilize an advisor as an investment consultant (consultant) to advise and assist the committee in the discharge of its duties and responsibilities. In that regard, a consultant may help the committee to:~~

- ~~1. Develop and maintain investment policy, asset allocation strategies, risk-based fund objectives, and appropriate investment management structures;~~
- ~~2. Select, monitor, and evaluate investment advisors and/or investment entities;~~
- ~~3. Provide and/or review quarterly performance measurement reports and assist the committee in interpreting the results;~~
- ~~4. Review portfolios and recommend actions, as needed, to maintain proper asset allocations and investment strategies for the objectives of each fund; and,~~
- ~~5. Execute such other duties as may be mutually agreed.~~

~~In discharging this authority, the committee can act in the place and stead of the board and may receive reports from, pay compensation to, enter into agreements with, and delegate discretionary investment authority to such advisors. When delegating discretionary investment authority to one or more advisors, the committee will establish and follow appropriate procedures for selecting such advisors and for conveying to each the scope of their authority, the organization's expectations, and the requirement of full compliance with these policies.~~

### **Objectives**

The Idaho State University Foundation's primary investment objective is to preserve and protect its assets by earning a total return for each category of assets (a "fund"), which is appropriate for each fund's time horizon, distribution requirements, and risk tolerance.

### **Tax-Based Restrictions**

The Idaho State University Foundation is a charitable organization under § 501(c)(3) of the Internal Revenue Code. Consequently, its income is generally exempt from federal and state income tax with the exception of income that constitutes unrelated business taxable income (UBTI). The committee is to determine if a particular strategy or investment will generate UBTI, for which it may rely on advice of counsel. Since UBTI can be generated by leveraged investments (resulting in "debt-financed income"), the Idaho State University Foundation will not utilize margin, short selling, or other leveraged investment strategies unless the Investment Committee grants a specific exception. When granting exceptions, the committee must determine that the potential rewards outweigh the incremental risks and costs of UBTI. All

such exceptions shall be made in writing and shall be communicated to the Board as part of the next regular Investment Committee report.

### Reporting Requirements

1. Monthly — ~~The Committee Chair will have the option to~~ ~~The committee will~~ obtain written monthly custodial statements. Such statements should contain all pertinent transaction details for each account that holds all or a portion of any the Idaho State University Foundation investment funds. Each monthly statement should include

~~—~~ The name and quantity of each security purchased or sold, with the price and transaction date; and,

~~—~~ A description of each security holding as of month-end, including its percentage of the total portfolio, purchase date, quantity, average cost basis, current market value, unrealized gain or loss, and indicated annual income (yield) at market.

~~—~~ In addition, if not included in the custodial reports, the consultant and/or the investment advisor(s) should provide a report for each fund or portfolio showing the month-end allocation of assets between equities, fixed-income securities, and cash. The monthly review of custodial statements may be delegated to the Idaho State University Foundation accounting staff.

2. Quarterly — The committee should obtain from its investment consultant and/or investment advisors, a detailed review of the Idaho State University Foundation's investment performance for the preceding quarter and for longer trailing periods as appropriate. Such reports should be provided as to each fund and as to the Idaho State University Foundation investment assets in the aggregate. As to each fund, the committee should establish with its investment consultant and/or investment advisors the specific criteria for monitoring each fund's performance including the index or blend of indices that are appropriate for the objectives of each fund and for the investment style or asset class of each portfolio within a fund. The committee shall meet with the consultant to conduct such reviews to the extent it deems necessary.

3. Periodically — The committee should meet with its investment consultant at least annually to review all aspects of the Idaho State University Foundation's investment assets. Such a review should include

- ~~a) 1) Strategic asset allocation,~~
- ~~b) 2) Manager and investment entity performance,~~
- ~~c) 3) Investment management expenses,~~
- ~~d) Anticipated additions to or withdrawals from funds,~~
- ~~e) 4) Future investment strategies, and~~
- ~~f) 5) Any other matters of interest to the committee.~~

~~Date of Board Approval: June 18, 2015~~

Person responsible for the periodic review of policy ~~and if necessary submits proposed revisions~~

~~to Board for approval:~~ Investment Committee Chair

~~Date of Last Review~~

## Section 9 Committees

### Section 9.05 - Investment Committee

#### Investment Committee Job Description

##### 9.05.01 - Membership

The Investment Committee shall be comprised of the Board Chair, Ex Officio, three or more voting Board members appointed by the Board Chair, and others who may be appointed by the Board Chair who are non-voting. The Committee Chair shall be elected by the Investment Committee and must be a voting Board member unless an exception is granted by a vote of the Board. It shall be the responsibility of the Investment Committee to

- a. Prepare and update annually an investment plan that will contain the Investment Committee's policies, asset allocation strategies, risk-based fund objectives, and appropriate investment management structures. The Plan will be presented and discussed with the Board annually.
- b. Supervise the overall implementation of the Idaho State University Foundation's investment policies by the Idaho State University Foundation's staff and outside advisors
- c. Monitor and evaluate the investment performance of the Idaho State University Foundation's funds
- d. Set performance goals for the portfolio.
- e. Follow closely the markets and their development.
- f. Follow new regulations and judicial interpretation of investment-related rules.
- g. Plan scenarios for unforeseen situations affecting invested assets.
- h. Consider all morally responsible investment concerns.
- i. Report on the Idaho State University Foundation investment matters to the Board at each Board meeting
- j. Grant exceptions as permitted in these policies and recommend changes in approved policy, guidelines, and objectives as needed
- k. Execute such other duties as may be delegated by the Board

The policies contained in the ISUF Policy manual contain all amendments, if any, made to them through the April 13, 2018 Board of Director's meeting.

# Idaho State UNIVERSITY

ATTACHMENT 3

Idaho State University Foundation  
921 South 8th Avenue, Stop 8050 • Pocatello, Idaho 83209-8050

May 9, 2018

Arthur Vailas, Ph.D.  
President  
Idaho State University  
921 South 8th Ave. Stop 8310  
Pocatello, ID 83209-8410

Dear Dr. Vailas:

As required by Article II of the Operating Agreement between the University and the Foundation, I am informing you that the Idaho State University Foundation's Board approved certain changes to the Foundation's Bylaws. These changes consisted of changing the titles of certain Board officers, but it changed none of the responsibilities. As you know, the current text of our Core Organizational Documents (including the Bylaws) and Board Policies are available to the general public on the Foundation's portion of the University's website. You can find them at <https://isu.edu/foundation/about/policy-manual>. Article II also requests that the State Board of Education be notified of changes to Bylaws, so I have copied Mr. Matt Freeman, Executive Director of the State Board of Education, on this letter.

We very much appreciate the help that you, your staff and other University officials provided before we made these minor changes.

Sincerely,



Valerie Hoybjerg  
President  
Idaho State University Foundation

Copy:  
Matt Freeman, Esq.  
Executive Director  
Idaho State Board of Education



**CONSENT**  
**JUNE 21, 2018**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Amendment to annual contract for Eric Kiesau, Assistant Coach, Men's Football

**REFERENCE**

February 2018

The Idaho State Board of Education (Board) approved one-year contract with Eric Kiesau

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section II.H.

**ALIGNMENT WITH STRATEGIC PLAN**

Coach contracts are a non-strategic Board governance agenda item.

**BACKGROUND/DISCUSSION**

In February 2018, the Board approved an annual contract with Eric Kiesau as an assistant coach for football, terminating on February 28, 2019. Boise State University (BSU) is seeking to amend the agreement for the remainder of the contract term.

During the spring football season, the head coach determined a need for a passing coach and decided that Coach Kiesau should serve in that role. Upon Board approval, Kiesau will take on additional duties as the passing game coordinator on the offensive side of the ball and his salary will be increased by \$10,000 per year.

**IMPACT**

No state funds are used and these amounts are paid only from program revenues, media, donations and other non-state funds. Terms are as follows: base salary will be increased by \$10,000 for the year (prorated; approximately \$7,000 for the remainder of the current term of the contract)

**ATTACHMENTS**

- Attachment 1 – 2012-2016 APR Summary
- Attachment 2 – Base Salary Comparison for assistants
- Attachment 3 – Proposed Contract Amendment for Eric Kiesau
- Attachment 4 – Redline of Proposed Contract to Approved Contract
- Attachment 5 – Kiesau Maximum Compensation Calculation
- Attachment 6 – Coach Contract Checklist

**STAFF COMMENTS AND RECOMMENDATIONS**

Board approval of athletic director and coach employment agreements is required when the maximum potential annual compensation amount, including bonuses, is equal or greater to \$200,000 and/or the term of the contract exceeds

**CONSENT**  
**JUNE 21, 2018**

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three years. The proposed amendment falls under the first (annual salary amount) criterion. Prorated increase for the duration of the one-year contract is less than \$10,000.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Boise State University to amend its single year employment agreement with Eric Kiesau as proposed, commencing after Board approval and terminating on February 28, 2019, at a base salary of \$220,000 and supplemental compensation provisions, as presented in Attachment 3.

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



BOISE STATE UNIVERSITY

Football APR History and National Percentile Rank

**SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES**

	2012-13	2013-14	2014-15	2015-16
<b>Football</b>	980	977	991	968
<i>National % Rank by Sport</i>	<i>90-100</i>	<i>70-80</i>	<i>80-90</i>	<i>50-60</i>

**REPORT YEAR**

Raw Score for single year

*Percentile Rank for Sport*

**MULTI-YEAR (4-Year Rolling Average)**

<b>Football</b>	988	981	982	976
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**Mountain West Conference Football Salary Breakdown**

School	Air Force	Boise State	Colorado State	Fresno State	Hawaii	Nevada	New Mexico	San Diego State	San Jose State	UNLV	Utah State	Wyoming
Offensive Coordinator	Jake Campbell	Zak Hill	Will Friend	Kalen DeBoer	Brian Smith	Matt Mumme	Bob DeBesse	Jeff Horton	Andrew Sowder	Barney Cotton	Davis Yost	Brent Vigen
Offensive Coordinator Salary	NA	\$300,000	\$534,450	\$206,664	\$203,688	\$185,400	\$226,750	\$222,176	\$206,004	\$222,833	\$103,600	\$300,000
Defensive Coordinator	Matt Weikert	Andy Avalos	Marty English	Orlando Steinauer	Lawrence Suilaunoa	Jeff Casteel	Kevin Cosgrove	Daniel Gonzales	Derrick Odum	Kent Baer	Frank Maile	Scottie Hazleton
Defensive Coordinator Salary	NA	\$335,000	\$229,050	\$359,600	\$203,688	\$231,750.00	\$201,250	\$192,416	\$404,136	\$223,000	\$234,780	\$230,004
Assistant Coach Name 3	Ben Miller	Jeffrey Popovich	Bryan Applewhite	Bert Watts	Kefense Hynson	Eric Scott	Scott Baumgartner	Bobby Hauck	Will Harris	Travis Burkett	Kendrick Shaver	Pete Kalligis
Assistant Coach Salary	NA	\$200,000	\$147,610	\$154,800	\$165,000	\$103,000.00	\$132,775	\$215,800	\$100,008	\$128,750	\$234,780	\$150,000
Assistant Coach Name 4	Tim Cross	Lee Marks	Joe Cox	Jamie Christian	Sean Duggan	Jason Kaufasi	Apollo Wright	Zach Arnett	Kevin Cummings	Dave Lockwood	Jovon Bouknight	Michael Bath
Assistant Coach Salary	NA	\$175,000	\$105,000	\$179,800	\$165,000	\$103,000.00	\$166,250	\$140,256	\$100,008	\$131,000	\$178,681	\$150,000
Assistant Coach Name 5	Ron Vanderlinden	Gabe Franklin	Terry Fair	Kirby Moore	Craig Stutzmann	David White	Saga Tuitele	Blaine Morgan	Joe Bernadrri	John Garrison	Steve Farmer	Jake Dickert
Assistant Coach Salary	NA	\$210,000	\$147,610	\$109,800	\$165,000	\$103,000	\$171,250	\$178,728	\$124,000	\$196,200	\$127,681	\$150,000
Assistant Coach Name 6	Bart Miller	Eric Kiseau	Alvis Whitted	J.D. Williams	Chris Naeole	Timmy Chang	Stan Eggen	Ernie Lawson	Joe Seumalo	Cedric Cormier	Julius Brown	Mike Grant
Assistant Coach Salary	NA	\$220,000	\$157,790	\$154,800	\$165,000	\$103,000.00	\$152,650	\$142,756	\$111,000	\$126,123	\$127,681	\$150,000
Assistant Coach Name 7	Steed Lobotzke	Kent Riddle	Jamie Byrant	Ryan Grubb	Mayur Chaudhari	Courtney Viney	Al Simmons	Mike Schmidt	Ryan Gunderson	Tony Samuel	Mark Tommerdahl	AJ Cooper
Assistant Coach Salary	NA	\$290,000	\$151,350	\$128,604	\$165,000	\$103,000.00	\$161,250	\$179,928	\$123,804	\$126,072	\$140,000	\$150,000
Assistant Coach Name 8	Mike Thiessen	Brad Bedell	Rick Logo	Jamar Cain	Abe Elimimian	Tommy Perry	Clay Davie	Tony White	Bojay Filimoteua	Andy LaRussa	Stacy Collins	Scott Fuchs
Assistant Coach Salary	NA	\$250,000	\$188,330	\$123,804	\$165,000	\$103,000	\$91,250	\$192,216	\$100,008	\$185,694	\$127,681	\$180,000
Assistant Coach Name 9	John Rudzinski	Chad Kauhaahaa	Ronnie Letson	Scott Thompson	Jacob Yoro	Matt Kirk	Jordan Peterson	Hunkie Cooper	Alonzo Carter	Ron O'Dell	Luke Wells	John Richardson
Assistant Coach Salary	NA	\$225,000	\$203,600	\$109,800	\$165,000	\$100,000.00	\$149,500	\$180,028	\$111,000	\$127,333	\$178,681	\$100,008
Assistant Coach Name 10	Unknown	Spencer Danielson	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown
Assistant Coach Salary	NA	\$80,000	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

\*Salaries updated on 1/2/18 from 16-17 school year data, except BSU salaries with current approval of new contracts in April 2018.

# **AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment (the “Amendment”) amends the Employment Agreement (the “Agreement”) entered into on February 15, 2018 by and between Boise State University (“the University”), and Eric Kiesau (“Coach”).

1. Section 1.1 shall be amended to provide as follows:

Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the Passing Game Coordinator and Assistant Coach (the “Position”) of its intercollegiate Football team (the “Team”). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

2. Section 1.3 Shall be amended to provide as follows:

Duties. Coach shall serve as the Passing Game Coordinator and Assistant Coach for the Team and shall perform such other duties in the University’s athletic program as the Head Coach may assign and as may be described elsewhere in this Agreement. Coach shall, to the best of Coach’s ability, and consistent with University policies and procedures, perform all duties and responsibilities customarily associated with the Position.

3. The base salary in Section 3.1.1.a shall be amended to be \$220,000.

Except as provided in this Amendment, the terms and conditions of the Agreement remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Amendment and have executed this Amendment freely and agree to be bound hereby as of the date approved by the Board.

UNIVERSITY

COACH

\_\_\_\_\_  
Curt Apsey, Director of Athletics

\_\_\_\_\_  
Eric Kiesau

\_\_\_\_\_  
University President

Approved by the Board of Trustees on the \_\_\_\_\_ day of June, 2018.

## EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”) is entered into this \_\_\_\_ day of ~~June~~February, 2018 (“Effective Date”) by and between Boise State University (“the University”), and Eric Kiesau (“Coach”).

### ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the Passing Game Coordinator and Assistant Coach (the “Position”) of its intercollegiate Football team (the “Team”). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University’s Head Coach of the Team (the “Head Coach”) or the Head Coach’s designee. Coach shall abide by the reasonable instructions of Head Coach or the Head Coach’s designee and shall confer with the Head Coach or the Head Coach’s designee on all administrative and technical matters. Coach shall also be under the general supervision of the University’s Director of Athletics (the “Director”).

1.3. Duties. Coach shall serve as the Passing Game Coordinator and Assistant Coach for the Team and shall perform such other duties in the University’s athletic program as the Head Coach may assign and as may be described elsewhere in this Agreement. Coach shall, to the best of Coach’s ability, and consistent with University policies and procedures, perform all duties and responsibilities customarily associated with the Position.

### ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of twelve (12) months, commencing on March 1, 2018 and terminating, without further notice to Coach, on February 28, 2019 (the “Term”) unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of the University’s Board of Trustees. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach’s service pursuant to this Agreement count in any way toward tenure at the University.

## ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) An base salary in the amount of \$2240,000, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Head Coach and Director and approved by the University's Board of Trustees;
- b) A one-time bonus payment of \$10,000, which shall be paid after execution of this Agreement.
- c) The opportunity to receive such employee benefits calculated on the "base salary" as the University provides generally to non-faculty exempt employees;
- d) Assignment of one vehicle through the Department's trade-out program during the Term of this Agreement, subject to and according to the policy of the University's Board of Trustees. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and
- e) The opportunity to receive such employee benefits as the University's Department of Athletics (the "Department") provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation. Coach may earn supplemental compensation as follows:

## 3.2.1. Athletic Achievement Incentive Pay.

- a) If the Team is the Mountain Division Champion, Coach will receive a \$5,000 bonus.
- b) If the Team participates in the Conference Championship Game, Coach will receive a \$5,000 bonus.
- c) If the Team is the Conference Champion, Coach will receive a \$5,000 bonus.

In addition,

- d) If the Team participates in a non-CFP bowl game, Coach will receive a \$5,000 bonus; **and**
- e) If the Team wins the non-CFP bowl game, Coach will receive a \$5,000 bonus; **or**
- f) If the Team participates in one of the six CFP (College Football Playoff) bowl games, Coach will receive a bonus up to 7.5% of his annual base salary.

If Coach qualifies for Athletic Achievement Incentive Pay under this Section, the University will pay Coach on the first regular pay date in the following February if Coach is still employed by the University on that date.

### 3.2.2. Academic Achievement Incentive Pay.

- a) If the annual Academic Progress Rate (“APR”) rating is between 955-959, Coach will receive a sum of \$2,000; **or**
- b) If the annual APR rating is between 960-964, Coach will receive a sum of \$3,000; **or**
- c) If the annual APR rating is between 965-969, Coach will receive a sum of \$4,000 **or**
- d) If the annual APR rating is 970 or higher, Coach will receive a sum of \$5,000.

If Coach qualifies for Academic Achievement Incentive Pay, it will be paid as soon as reasonably practical following APR rating determination and verification by the National Collegiate Athletic Association (“NCAA”), if Coach is still employed by the University on that date.

### 3.2.3. Conditions for payment of Athletic and Academic Achievement supplemental compensation.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director’s sole discretion. The decisions may be made based on a variety of factors, including, but not limited to, Coach’s individual performance, athletic/academic performance of Coach’s assigned player personnel groups, or other performance-related factors.

Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation and such justification shall be separately reportable to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.4. Coach agrees that the University has the exclusive right to operate athletic camps (“Camps”) on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the Camps in Coach’s

capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the Camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the Camps, the University shall pay Coach supplemental compensation.

3.3 Footwear; Apparel; Equipment. Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of the University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside interest to the University in accordance Section 4.2 of this Agreement. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.4 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

#### ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall perform all duties and responsibilities as assigned by the Head Coach, such duties and responsibilities may include, but are not limited to:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's Board of Trustees, the conference of which the University is a member (the "Conference"), and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach

is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Head Coach and to the University's Director of NCAA Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations, Coach must annually pass the NCAA Coaches Certification Test before having any off-campus contact with prospects. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include the following, as they may be amended from time-to-time: (a) Governing Policies and Procedures and Rule Manual of the University's Board of Trustees; (b) the University's Policy Manual; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the Conference.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise unreasonably detract from those duties in any manner, or that, in the reasonable opinion of the University, the Department, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Head Coach and the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach shall report such outside income and business interests to the University in accordance with Section 4.3 of this Agreement. Coach may not use nor may Coach authorize third parties to the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).

4.3 Outside Income. Coach shall obtain prior written approval from the University's President and the Director (such approval not to be unreasonably withheld) for all athletically related and other business-related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits in accordance with the Department's Outside Income Reporting Form. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's Board of Trustees, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (e.g., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.

4.4 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher



education or with any professional sports team, requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Head Coach and the Director. Such approval shall not unreasonably be withheld.

## ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules, regulations and policies.

5.1.1 In addition to the definitions contained in applicable rules and policies, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within thirty (30) days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, the Conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, the Conference, or the NCAA;

- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Head Coach, Director or the Head Coach's or the Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, the University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which Coach was employed.

**5.2. Termination of Coach due to Resignation or Termination of Head Coach**

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's Term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

**5.3 Termination due to Disability or Death of Coach.**

5.3.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the Position, or dies.

5.3.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to Coach's estate or beneficiaries thereunder.

5.3.3 If this Agreement is terminated because Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the Position, all salary and other benefits shall terminate, except that Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.4 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.5 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.6 Waiver of Rights. Because Coach is receiving the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education Rules (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures, and University Policies.

## ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Trustees, the Director and the Head Coach; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules or policies regarding furloughs or financial exigency.

6.2 University Property. All personal property, material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the Term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Head Coach.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the state district court in Ada County, Boise, Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Non-Confidentiality. Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by Coach. Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the

parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University:                      Boise State University  
Director of Athletics  
1910 University Drive  
Boise, Idaho 83725-1020

with a copy to:                      Boise State University  
Office of the President  
1910 University Drive  
Boise, Idaho 83725-1000

Coach:                                  Eric Kiesau  
Last known address on file with  
University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of Coach's official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by the University's Board of Trustees if required under Section II.H. of Board Policy.

6.16 Opportunity to Consult with Attorney. Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY

COACH

\_\_\_\_\_  
Curt Apsey, Director of Athletics

\_\_\_\_\_  
Eric Kiesau

| \_\_\_\_\_  
University~~Dr. Robert Kustra~~, President

| Approved by the Board of Trustees on the \_\_\_\_ day of June~~February~~, 2018.

## Coach Eric Kiesau Maximum Compensation Calculation - 2018-2019

		Yr 1
3.1.1a	Annual Base Salary	\$ 220,000.00
3.1.1b	One-Time Bonus	\$ 10,000.00
	<i>*Paid in April 2018 with Feb 2018 approved contract</i>	
3.2.1	Additional Pay based on Performance	\$ 31,500.00
3.2.2	Additional Pay based on Academic Achievement	\$ 5,000.00
	Total Maximum potential annual compensation under Employment Agreement	\$ 266,500.00

# IDAHO STATE BOARD OF EDUCATION

## Athletic Director-Coach Contract Checklist

To be Submitted by Institutions with Employment Agreements Requiring Board Approval\*

[\* Board approval is required for contracts longer than three years or for any contracts with total annual compensation of \$200,000 or higher. See Board Policy II.H.]

**Institution:** Boise State University

**Name of employee and position:** Eric Kiesau – Assistant Football Coach

**Date of submission to State Board Office:** May 18, 2018

**Proposed effective date of employment agreement:** After Board Approval

- ☒ The proposed contract has been reviewed to ensure compliance with Board Policy II.H.
- ☒ The proposed contract has been reviewed by institution general counsel

**Supporting Documents (Check and attach all that apply):** [All required items need to be provided either within the agenda item cover sheet, or as attachments to the agenda item.]

- ☒ A summary of all supplemental **compensation incentives**
- ☒ Quantification of the **maximum potential annual compensation** (i.e. base salary plus maximum incentive pay)
- ☒ **Employment agreement—clean version**
- ☐ **Employment agreement—redline version** comparing contract to Board-approved **model** contract (model contract is available on Board website <http://boardofed.idaho.gov>)
- ☒ **Employment agreement—redline version** (for current coaches receiving new contracts) comparing proposed employment agreement to **current** agreement
- ☒ In the case of NCAA institutions, a 4-year history of the institution's **Academic Progress Rate** (APR) raw scores and national average APR scores for the applicable sport.
- ☒ A schedule of **base salaries and incentive payments** of all other same sport coaches in the institution's conference
- ☐ Documentation/description of how the institution determined the proposed **liquidated damages** amount(s), and a summary of publically-available liquidated damages and buyout provisions for coaches of the same sport at the other public institutions in the conference.

Notes/Comments (provide explanation of any items/boxes which were not checked or other key points for Board consideration):

**Point of contact at Institution (phone number, email address):** Texie Montoya, 426-1231, [texiemontoya@boisestate.edu](mailto:texiemontoya@boisestate.edu)



**LEWIS-CLARK STATE COLLEGE**

**SUBJECT**

Faculty Rank and Promotion – Bill Hayne

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section: II.G.

**ALIGNMENT WITH STRATEGIC PLAN**

This request aligns with the objective of the institution to honor and acknowledge the efforts of those who have demonstrated exceptional scholarship.

**BACKGROUND/DISCUSSION**

For more than 23 years, Bill Hayne has faithfully and effectively served Lewis-Clark State College and its students as an instructor in the Teacher Education Division. Because he does not hold a terminal degree, he has not had the opportunity to advance in rank even though his teaching, scholarship and service have been outstanding.

Lewis-Clark State College requests an exception to advance Mr. Hayne to the rank of Assistant Professor, with opportunity for continuing advancement in rank as per institutional policy.

**IMPACT**

Lewis-Clark State College believes granting this exception is well within both the letter and spirit of SBOE Policy II.G.1.d.iv given the exceptional nature of Mr. Hayne's service as a leader and instructor on the LCSC campus and the quality of his contributions to various causes in Lewiston and the State of Idaho.

**STAFF COMMENTS AND RECOMMENDATIONS**

This request conforms to the requirements established in Board Policy II.G. This faculty member is highly deserving of this action. Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Lewis-Clark State College to advance Bill Hayne to the rank of Assistant Professor, with opportunity for continuing advancement in rank as per institutional policy.

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

**CONSENT  
JUNE 21, 2018**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

NIKE, Inc. Agreement – Amendment

**REFERENCE**

April 2012	Idaho State Board of Education (Board) approved a six-year multi-sport product supply and sponsorship agreement with NIKE, Inc.
October 2013	Board approved extension to agreement with NIKE, Inc.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3.a

**ALIGNMENT WITH STRATEGIC PLAN**

Goal 2: Educational Attainment, Objective C: Access

**BACKGROUND/DISCUSSION**

Boise State University (BSU) seeks approval to extend its current multi-sport product supply and sponsorship agreement with NIKE, Inc. through June 30, 2025.

The contract extension will ensure that BSU Athletics remains an all-NIKE program. Continued use of NIKE, Inc. as the exclusive uniform, equipment and sideline apparel provider for the athletics program is both a compliment to the program and a major recruiting tool for student-athletes.

Contract terms will continue to apply to all varsity sports under one agreement. NIKE, Inc. will provide equipment and apparel for all varsity sports, coaches and the athletics' department as stated in the existing agreement. An increase to the annual product allotment under the proposed amendment is outlined below.

**IMPACT**

A breakdown of the annual product allotment under the proposed agreement follows:

Year 1 (2018-2019)	\$1,275,000
Year 2 (2019-2020)	\$1,860,000
Year 3 (2020-2021)	\$1,850,000
Year 4 (2021-2022)	\$1,850,000
Year 5 (2022-2023)	\$1,900,000
Year 6 (2023-2024)	\$1,950,000
<u>Year 7 (2024-2025)</u>	<u>\$2,000,000</u>
<b>Total</b>	<b>\$12,685,000</b>

**CONSENT**  
**JUNE 21, 2018**

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Under the proposed amendment, BSU will also receive an additional \$750,000 in cash compensation upon execution of the agreement. The agreement also guarantees a BSU student a summer internship with Nike annually for the duration of the agreement.

**ATTACHMENTS**

Attachment 1 – Proposed Amendment  
Attachment 2 – Base Agreement

**STAFF COMMENTS AND RECOMMENDATIONS**

Board Policy V.I.3.a. requires Board approval of purchases of personal property or contracts for professional services in excess of \$1,000,000. The Sixth Amendment to the Boise State University – NIKE All-Sport Agreement extends the original term of the agreement from June 30, 2017 to June 30, 2025 and provides for payment of \$750,000.00 upon execution and additional yearly consideration in the form of NIKE products. As noted by the institution, a paid NIKE summer internship will also be offered to a BSU student. Boise State University may nominate up to two candidates per year for consideration of this internship and is guaranteed at least one intern during the term of this contract.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Boise State University to extend its multi-sport product supply and sponsorship agreement with NIKE, Inc. for an additional two years, as outlined herein.

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

## SIXTH AMENDMENT TO BOISE STATE UNIVERSITY – NIKE ALL-SPORT AGREEMENT

This Sixth Amendment to the Boise State University – NIKE All-Sport Agreement (this “Amendment”) is made and entered into effective \_\_\_\_\_, 2018 by and between Boise State University (“UNIVERSITY”), and NIKE USA, Inc. (“NIKE”). Capitalized terms used but not defined in this Amendment shall have the meanings given to such terms in the Agreement (as defined below).

### RECITALS

WHEREAS, NIKE and UNIVERSITY entered into the Boise State University – NIKE All-Sport Agreement, effective August 1, 2011 (the “2011 Agreement”), pursuant to which NIKE agreed to provide cash compensation and NIKE products to UNIVERSITY and UNIVERSITY agreed to provide NIKE with certain rights and benefits;

WHEREAS, NIKE and UNIVERSITY entered into five amendments to the 2011 Agreement, including: a letter amendment dated June 25, 2013; a letter amendment dated February 13, 2014; a letter amendment dated May 1, 2015; a letter amendment dated April 27, 2018, and a letter amendment dated May 22, 2018 (the 2011 Agreement collectively with the amendments shall be referred to herein as the “Agreement”); and

WHEREAS, NIKE and UNIVERSITY desire to extend and further amend the Agreement in accordance with the terms and conditions in this Amendment.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth in this Amendment, the parties hereby agree to amend the Agreement as follows:

1. The definition of “Covered Programs” in Paragraph 1(g) is amended to add Baseball and Beach Volleyball and delete Wrestling.
2. The definition of “Products” in Paragraph 1(n) is amended to delete golf balls from subsection (4), batting helmets from subsection (5) and deleting and replacing subsection (6) in its entirety with “(6) Reserved”.
3. The “Term” of the Agreement set forth in Paragraph 2 is extended six additional Contract Years through June 30, 2025.
4. Paragraph 3(b) is amended by replacing Schedule A with the attached Schedule A.
5. The table in Paragraph 6(a) is amended by changing the Annual Product Allotment for the 2018-19 Contract Year and adding the 2019-25 Contract Years as follows:

Contract Year 2018-19	\$1,275,000
Contract Year 2019-20	\$1,860,000
Contract Year 2020-21	\$1,850,000
Contract Year 2021-22	\$1,850,000
Contract Year 2022-23	\$1,900,000
Contract Year 2023-24	\$1,950,000
Contract Year 2024-25	\$2,000,000

The maximum carry-over of One Hundred Thousand Dollars (\$100,000) of unordered Annual Product Allotment permitted by UNIVERSITY as set out in Paragraph 6(a) shall apply to each additional Contract Year through Contract Year 2023-24, subject to the conditions in Paragraph 6(a).

6. The following shall be added as a new Paragraph 6(c):

“NIKE shall guarantee one summer internship to a UNIVERSITY student during the Term of this Agreement. Such intern will be selected by NIKE from among candidates nominated by the UNIVERSITY, each of whom must meet NIKE’s minimum standards for consideration and selection. UNIVERSITY may submit up to two (2) student recommendations each Contract Year for NIKE’s consideration. As consideration for such position, the participating student shall receive a salary at NIKE’s prevailing rate of pay for such position. NIKE shall be solely responsible for complying with all federal and state wage, tax withholding and reporting obligations for any salary paid to such student hereunder. Students applying for intern positions must comply with all timelines and other procedures established by NIKE.”

7. Paragraph 8(a) is amended by deleting subparagraph (vi) and (vii).
8. The table in Paragraph 9(a) is amended by changing the annual Base Compensation for the 2018-19 Contract Year to \$0.
9. Paragraph 9(a) is amended to delete the paragraph following the table in 9(a) and replace it with the following:  

“NIKE shall pay UNIVERSITY a one-time payment of \$750,000 to be paid within 30 days of full execution of this Amendment (the “Advance”). All payments of Base Compensation, including the Advance, remain subject to the terms and conditions of this Agreement (e.g., any applicable prorations, reductions, etc.). For purposes of determining any annualized or annual scheduled Base Compensation, the Advance will be prorated equally over Contract Years 2018-25 and, in the event of any proration or reduction, NIKE shall have the right to receive from UNIVERSITY reimbursement for any Base Compensation paid in excess of what UNIVERSITY would be entitled if Base Compensation had not been advanced for any applicable Contract Year.”
10. Paragraph 15(a) is amended to change the Exclusive Negotiating End Date to May 1, 2024.
11. Paragraph 15(b) is amended to change the reference to June 30, 2019 to June 30, 2025.

Except as modified above, all other terms and conditions of the Agreement shall remain in full force and effect, and this Amendment shall be exercised consistent with the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the last date written below.

BOISE STATE UNIVERSITY

NIKE USA, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE A****Pre-Existing Agreements**

<b>PROGRAM</b>	<b>SUPPLIED PRODUCT</b>	<b>SUPPLIER NAME</b>	<b>CONTRACT EXPIRATION</b>
Softball	Bats, helmets, mitts/gloves, balls	Louisville Slugger	7/31/20/19
Beach & Indoor Volleyball	Balls	Molton	1/31/2021
Swimming	Swimwear, pool training products	Arena	7/31/2019

**BOISE STATE UNIVERSITY – NIKE ALL-SPORT AGREEMENT**

THIS IS AN AGREEMENT made and entered into by and between Boise State University, having its principal administrative office at 1910 University Drive, MS 1020, Boise, ID 83725 ("UNIVERSITY"), and NIKE USA, Inc. (a wholly-owned subsidiary of NIKE, Inc.), an Oregon corporation having its principal offices at One Bowerman Drive, Beaverton, Oregon 97005-6453 ("NIKE").

**WITNESSETH**

WHEREAS, UNIVERSITY, from and on its Boise State Campus, fields and maintains nationally recognized intercollegiate athletic teams (and retains the coaches and staff in connection therewith) and owns names, nicknames, mascots, trademarks, service marks, logographics, UNIVERSITY colors when used in combination with other identifiable UNIVERSITY indicia and/or symbols, and other recognized reference to UNIVERSITY or its intercollegiate athletic programs; and

WHEREAS, NIKE is a sports and fitness company engaged in the manufacture, distribution and sale of athletic and athleisure footwear, apparel and related accessories, and desires to support UNIVERSITY and its intercollegiate athletic programs (as described below).

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, it is agreed as follows:

**1. DEFINITIONS.**

As used in this Agreement, the terms set forth below shall be defined as follows:

- (a) "Athletic Department" or "Department of Athletics" shall mean UNIVERSITY's Boise State Campus ("Campus") Athletic Department.
- (b) "Athletics Web Sites" shall mean <http://www.broncosports.com/> or any successor web site thereto and any other now existing or hereafter created official web site owned and/or controlled by the Athletic Department but specifically excluding, without limitation, [www.boisestate.edu](http://www.boisestate.edu) or any successor web site thereto.
- (c) "Coach" shall mean an individual in the employ of, and while employed by, UNIVERSITY during the term of this Agreement to act as a head coach of a Covered Program.
- (d) "Coach Properties" shall mean the Coach's name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likeness and image or facsimile image, and any other means of identification used by such Coach in connection with the promotion of the UNIVERSITY-NIKE sponsorship and in accordance with the terms of this Agreement.
- (e) "Conference" shall mean the Mountain West Conference and such other intercollegiate athletic conferences of which UNIVERSITY is a member and in which a Covered Program competes.
- (f) "Contract Year" shall mean each consecutive twelve (12) month period from August 1 through July 31 during the Term of this Agreement; except that the Sixth Contract Year shall be the period from August 1, 2016 until June 30, 2017.
- (g) "Covered Program(s)" shall mean any and all NCAA Division I varsity intercollegiate athletic teams that are fielded by UNIVERSITY during the Term from and on the Campus which, as of the date of this Agreement, include: football; basketball (men's and women's); cross country (men's and women's); golf (men's and women's); softball; soccer (women's); swimming & diving (women's);

wrestling; track & field (men's and women's); gymnastics (women's); tennis (men's and women's); and volleyball (women's), and such other varsity programs as may be added by UNIVERSITY during the term of this Agreement. For purposes of this Agreement, the term shall also include the UNIVERSITY's official cheer and dance squads.

- (i) "Internet" shall mean a global network of interconnected computer networks or other devices which is used to transmit Internet Content that is directly or indirectly delivered to a computer or other device for display to a user thereof, whether such Internet Content is delivered through on-line browsers, off-line browsers, "push" technology, electronic mail, broadband distribution (whether cable, DSL or otherwise), satellite, telephony, wireless or any other means whether now known or hereafter created.
- (j) "Internet Content" shall mean text, graphics, photographs, film, video, audio and/or other data or information associated with the Internet.
- (k) "Athletic Department-controlled Content" shall mean text, graphics, photographs, film, video, audio and/or any other data, materials or information (e.g., statistics, biographical profiles, archival materials, etc.) of a public nature and relating to any and all Covered Programs to the extent or owned and controlled by Athletic Department.
- (l) "NCAA" shall mean the National Collegiate Athletic Association.
- (m) "NIKE Group" shall mean NIKE USA, Inc., NIKE Retail Services, Inc. (d/b/a NikeTown), their parent company NIKE, Inc., their licensees, distributors, subsidiaries and any successor company.
- (n) "Products" shall mean:
  - (1) all athletic and athletically inspired or derived footwear that members of any of Team, Coaches and/or Staff wear while participating in a Covered Program Activity;
  - (2) authentic competition apparel consisting of uniforms, sideline or courtside jackets and sweaters, game-day warm-ups, basketball shooting shirts, football player capes, wool and fitted caps, windsuits, rainsuits, sideline or courtside pants, shorts and shirts, "base-layer" apparel (i.e., compression/tight gear including padded and non-padded compression products) and similar apparel, activewear, thermal wear, and performance undergarments (collectively, "Authentic Competition Apparel") that members of any Team, Coaches and/or Staff wear while participating in a Covered Program Activity;
  - (3) all other apparel articles of an athletic nature including but not limited to polo shirts, golf shirts, tank-tops, T-shirts, sweatsuits, separates and other body coverings, and accessories of an athletic nature, including but not limited to headwear (other than protective headwear), headbands, wristbands, carrying and equipment bags, socks, hand-towels (e.g., quarterback on-field hand-towel), receiver's and linemen's gloves, weight training gloves, golf gloves, sleeves (e.g., single or double arm protective sleeves), batting gloves, weight training gloves, elbow and knee pads that members of any Team, Coaches and/or Staff wear or use while participating in a Covered Program Activity;
  - (4) footballs, men's basketballs, women's basketballs, soccer balls, volleyballs, and golf balls;



- (5) batting helmets, softball equipment bags (subject to Paragraph 8(a));
  - (6) golf bags, golf travel bags, golf clubs, and club head covers (subject to Paragraph 8(a));
  - (7) protective eyewear as may be worn during Covered Program Activities (e.g., football face mask eyeshields), eyewear with performance attributes and sunglasses;
  - (8) Dynamic Athletic Training equipment (e.g., parachutes, power bands, agility webs, speed ladders, power and quick react balls, etc.) and such other sports equipment as NIKE may add to its Product lines at any time during the term of this Agreement and subject to the provisions of Paragraph 16 below; provided, however, that the UNIVERSITY'S Covered Programs may continue to use such equipment in its possession upon the effective date of this Agreement;
  - (9) body-worn (or handheld) activity tracking/monitoring devices (e.g., heart rate monitors, pedometers, etc.) and/or performance or fitness improvement and/or activity enhancing electronic or digital devices including, but not limited to, watches (GPS and non-GPS enabled) and performance tracking monitors (collectively, "Fitness Devices"), subject to Paragraph 28(a)(5); and
  - (10) other sports equipment as NIKE may add to its Product lines at any time during the Term of this Agreement as further described herein.
- (o) "NIKE Products" shall mean all Products in connection with which, or upon which, the NIKE name, the Swoosh Design, the NIKE AIR Design, the Basketball Player Silhouette ("Jumpman") Design or any other trademarks or brands (e.g., Brand Jordan, Converse, Umbro, SPARQ) now or hereafter owned and/or controlled by NIKE (collectively, "NIKE Marks") appear.
  - (p) "NIKE Web Sites" shall mean [www.nike.com](http://www.nike.com), [www.nikebiz.com](http://www.nikebiz.com) or any successor web site thereto and any other now existing or hereafter created web site owned and/or controlled by a NIKE Group.
  - (q) "Staff" shall mean, collectively, all assistant coaches and strength coaches, equipment managers, trainers and any on-field/courtside staff (e.g., ball persons, etc.) employed by UNIVERSITY during the Term of this Agreement to provide services to any Covered Program.
  - (r) "Team" shall mean that group of athletes attending the Boise State Campus of UNIVERSITY during the Term of this Agreement and then comprising the roster of each Covered Program.
  - (s) "UNIVERSITY Marks" shall mean the identifications Boise State University, the nickname "Broncos" (as it relates to the University) and those marks set forth on Exhibit A attached hereto and incorporated herein by reference and which may be amended from time-to-time as mutually agreed.
  - (t) "Covered Program Activity" shall mean the official games, practices, exhibitions, events and public appearances of a Covered Program, in which a Team member, Coach and/or Staff member appears as an official representative of the UNIVERSITY.
  - (u) "Digital Features" shall mean digital content or applications whether or not used in conjunction with a NIKE Product (e.g., an add-on Nike+ or a mobile device

application), designed to improve, encourage, support or inspire performance, fitness and/or activity.

- (v) "Activity Based Information" shall mean performance and/or activity information/data digitally collected from the Teams or Team members during competition, training or other activities, including, but not limited to, speed, distance, vertical leap height, maximum time aloft, shot attempts, ball possession, heart rate, running route, etc.
- (w) "Dynamic Athletic Rating" shall mean any rating, testing, system or other method (including without limitation applications (e.g., on the Apple OS platform or Android platform operated devices) and video) of measuring, assessing or comparing athletic performance, athletic ability or athleticism (including without limitation athletic sensory performance such as vision).
- (x) "Dynamic Athletic Training" shall mean training programs, exercises, systems or other training methods designed to develop or improve an individual's athletic ability, athletic performance or athleticism (including without limitation athletic sensory performance such as vision).
- (y) "Celebration Apparel" shall mean a product (e.g., T-shirts or caps) bearing UNIVERSITY Marks which is designed to commemorate the UNIVERSITY's victory in an applicable championship (e.g., victory in a bowl game, tournament or national championship) which is commonly worn by Team members, Coaches and Staff immediately following the event on-field/on-court, in the locker room, and/or at a UNIVERSITY-sponsored celebration of the championship, and also includes any replica item of apparel which thereafter is made available for sale to the public.

## 2. TERM.

This Agreement shall remain in full force and effect for a period of six (6) Contract Years, from August 1, 2011 through June 30, 2017, unless sooner terminated in accordance with the terms of this Agreement (the "Term").

## 3. GRANT OF SPONSORSHIP RIGHTS, PRE-EXISTING AGREEMENTS.

In consideration of the Products to be supplied, and favorable pricing and purchase credit offered to UNIVERSITY as an educational institutional benefit by NIKE under this Agreement:

- (a) UNIVERSITY hereby grants to NIKE, and NIKE hereby accepts, (i) the designation as "the exclusive athletic footwear, apparel and accessories sponsor of Boise State University Athletics", "the official athletic footwear and apparel sponsor of (each Covered Program)", the "official athletic footwear sponsor of (each Covered Program)" and/or such similar designations as the parties may agree upon in writing (collectively, the "Designations"); and (ii) the non-exclusive right to utilize (subject to the approval and other provisions of Paragraph 13 and Paragraph 14 below) the UNIVERSITY Marks, the Coach Properties, the Designations and/or Activity Based Information in Digital Features, worldwide, in any media now known or hereafter created (including, without limitation, the Internet and mobile technologies) in connection with the manufacture, advertising, marketing, promotion and sale of NIKE Products and Digital Features, provided that such Digital Features branded with UNIVERSITY Marks may require a separate licensing agreement between NIKE and UNIVERSITY or its designated licensing agent. Such rights shall specifically include, but shall not be limited to, the following:

- (1) The exclusive right to supply Products for the Covered Programs and to use the Designations as described herein;
  - (2) The non-exclusive right to design, manufacture, market, and sell Products and Digital Features bearing or incorporating UNIVERSITY Marks (subject to Paragraph 4 below), and, with the prior written approval of the UNIVERSITY, to conduct promotions with and through NIKE retail accounts and over the Internet.
- (b) NIKE acknowledges that UNIVERSITY is a party to pre-existing contracts with respect to product supply as set forth on Schedule A.

UNIVERSITY represents that set forth on Schedule A hereto is, to the knowledge of the UNIVERSITY's Athletic Director, a true and complete listing of the supplied product and the expiration date of such contract. The parties hereto agree that upon the expiration date of such contract, the subject Products, program (and any Coach thereof, subject to expiration of any relevant personal services agreement) shall be deemed subject to all terms and conditions of this Agreement for the balance of the Term provided NIKE matches the complimentary product quantities and qualities that UNIVERSITY had then been receiving under the scheduled pre-existing contracts.

- (c) Celebration Apparel. The license rights granted by the UNIVERSITY to NIKE do not extend to the manufacture and/or sale of Celebration Apparel. Upon learning of the need for Celebration Apparel for a Covered Program in a given Contract Year, the UNIVERSITY shall inform NIKE of its need for such Celebration Apparel. If NIKE does not agree to supply the Celebration Apparel for the Covered Program in that Contract Year as specified by the UNIVERSITY within five (5) business days after receiving the notice from UNIVERSITY, UNIVERSITY may enter into an agreement with a third-party to supply such Celebration Apparel provided (i) such third-party is not also engaged in the manufacture or sale of athletic footwear, and (ii) UNIVERSITY shall use its best efforts to ensure that any Celebration Apparel provided to Team members, Coaches or Staff for their immediate post-game wear or use (or for any official victory celebration either immediately post-game or upon return to the UNIVERSITY campus) shall not bear any camera-visible brand or manufacturer identification incorporated within either the garments graphic design, labels, hangtags or otherwise. If NIKE agrees to provide the Celebration Apparel, it shall have the exclusive right to be the official supplier of the Celebration Apparel for that Covered Program in that Contract Year and the non-exclusive right and license to manufacture and sell such Celebration Apparel. In the event that any Celebration Apparel is controlled by the NCAA, Conference or a bowl sponsor/organizer and the UNIVERSITY's use of such Celebration Apparel is made a condition of participation in a bowl game or other event or is made a material part of any agreement to participate in the bowl game or other event, then the UNIVERSITY shall have the right to use such Celebration Apparel. To the extent possible, UNIVERSITY agrees to use its best efforts to ensure that any Celebration Apparel required by the NCAA, Conference or event sponsor/organizer shall not bear the marks of any Competitor.

#### 4. RETAIL LICENSING RIGHTS.

UNIVERSITY (or its designated licensing agent, currently the Collegiate Licensing Company "CLC"), and NIKE shall enter into and maintain in full force and effect during the Term, a manufacturers and sale license (on the UNIVERSITY's standard terms and conditions except as expressly described below to the contrary):

- (a) Extending to NIKE (and its brands, e.g., Brand Jordan, Converse and Umbro), coterminous with this Agreement, the exclusive right (subject to pre-existing contracts) to use the UNIVERSITY Marks to manufacture and sell domestically at retail, and in any and all channels, all jersey silhouettes (e.g., authentic, alternative jerseys, replica jerseys, throwback jerseys, etc.) for all Covered Programs (e.g., football, basketball, etc.) at a fixed royalty rate of fourteen percent (14%), and such minimum royalty guarantees to be agreed upon by the parties, if any. If at any time during the Term, NIKE (or its licensee), (i) fails or ceases to manufacture any of the foregoing Licensed Product (as defined below) categories, or (ii) is unable to timely supply any of the foregoing Licensed Product categories (e.g., "hot market"), then UNIVERSITY shall have the right, subject to prior approval by NIKE, not to be unreasonably withheld or delayed, to grant an alternative licensee the right to manufacture and distribute such applicable Licensed Product(s) that do not bear any externally visible manufacturer/maker identification and provided they are not sourced from any manufacturer of athletic footwear and provided further that UNIVERSITY shall cease utilizing such alternative licensee(s) upon written notice from NIKE that it is willing and able to manufacture and distribute the applicable Licensed Product categories. Notwithstanding the exclusivity described in this Paragraph, UNIVERSITY shall be permitted to continue its existing non-exclusive license with Tiedman and Formby for the right to make throwback jerseys featuring UNIVERSITY Marks, provided that any throwback jerseys produced by Tiedman and Formby (i) shall not depict NIKE branding or any manufacturer's branding, and (ii) shall be substantially different in construction, fabrication and decoration from the jersey silhouettes produced by NIKE. The parties agree that the throwback jerseys featuring UNIVERSITY Marks currently distributed by Tiedman and Formby are substantially different from the jersey silhouettes that will be manufactured by NIKE, and that future throwback jerseys manufactured by Tiedman and Formby will be at least as different from the jersey silhouettes produced by NIKE as the current throwback jerseys permitted hereunder are.
- (b) Extending to NIKE (and its brands, e.g., Brand Jordan, Converse and Umbro), the non-exclusive right to use the UNIVERSITY Marks to manufacture and sell at retail, and in any and all channels, polo shirts, golf shirts, T-shirts, fleece tops and separates and such other Products as NIKE may from time-to-time reasonably request be added under the license, at a fixed royalty rate of ten percent (10%), or the then-current royalty rate as apply to other licensees on a most favored nation basis, and such minimum royalty guarantees as may be agreed upon by the parties, if any.

The Products licensed for retail sale pursuant to this Paragraph 4, collectively, "Licensed Products", and the retail license UNIVERSITY causes to be extended hereunder, the "Retail License".

If necessary, UNIVERSITY agrees to take any necessary steps to ensure that the terms of the contract between UNIVERSITY and CLC are consistent with the terms of this Agreement. In the event of any conflict, however, the terms and conditions of this Agreement shall control and prevail over the terms and conditions of the UNIVERSITY's contract with CLC. The termination or expiration of the UNIVERSITY's contract with CLC will have no effect upon this Agreement.

## 5. INTERNET RIGHTS.

Each Contract Year, UNIVERSITY shall, and without limiting any other rights granted hereunder, provide NIKE with the following benefits in connection with the Internet:

- (a) Such sponsor acknowledgement rights or benefits with regard to the Athletics Web Site as are consistent with those that UNIVERSITY has granted to other top tier commercial, UNIVERSITY sponsors or licensees, and UNIVERSITY represents that with regard to the Athletics Web Site, it shall not treat NIKE less favorably than any other top tier commercial sponsor or commercial entity to which UNIVERSITY has granted any sponsor acknowledgement rights with respect to the Athletics Web Site, subject to any agreements entered into by the then Conference(s) of UNIVERSITY.
- (b) In addition to the foregoing, if requested, NIKE will receive the opportunity, as is consistent with those that UNIVERSITY has granted to other commercial UNIVERSITY sponsors or licensees, to create a link from the Athletics Web Site to a NIKE Web Site. The appearance, location and size of the acknowledgement and the link shall be subject to final determination by UNIVERSITY and in accordance with UNIVERSITY policy, and any applicable Conference policies.
- (c) The UNIVERSITY reserves the right to de-link at any time when it determines in its sole discretion that the site to which the link is connected violates UNIVERSITY policy, mission, or goals.

## 6. NIKE'S PRODUCT CONSIDERATION.

In partial consideration for the rights granted under this Agreement:

- (a) Each Contract Year, UNIVERSITY shall be entitled to order directly from NIKE, and receive, the below-indicated amounts of NIKE Product for use by (or in connection with) the Covered Programs, clinics, camps, Coaches, Staff and such other purposes as UNIVERSITY and/or the Director of Athletics may deem appropriate to support the relationship between the parties. The aggregate retail value of supplied product that Athletic Department may order for each Contract Year shall be as set forth in the table below (each, an "Annual Product Allotment"). Such NIKE Products shall include, but shall not be limited to, game and practice uniforms, competition balls, and footwear for use by the Covered Programs.

1st Contract Year (2011-12)	\$ 850,000
2nd Contract Year (2012-13)	\$ 850,000
3rd Contract Year (2013-14)	\$1,000,000
4th Contract Year (2014-15)	\$1,000,000
5th Contract Year (2015-16)	\$1,150,000
6th Contract Year (2016-17)	\$1,150,000

Notwithstanding the above-stated annual product commitments, (1) UNIVERSITY shall be permitted a maximum carry-over of Two Hundred Thousand Dollars (\$200,000) of unordered annual allotment of merchandise from 1st Contract Year to the 2nd Contract Year, and (2) for each subsequent Contract Year through the 5th Contract Year, UNIVERSITY shall be permitted a maximum carry-over of One Hundred Thousand Dollars (\$100,000) of unordered annual allotment of merchandise from one Contract Year to the next; provided that for each Contract Year UNIVERSITY desires to carry-over from the previous year's allotment, it shall so notify NIKE in writing of such desire (and the intended amount of carry-over) by no later than April 1st of the then-current Contract Year, and provided further that if



the carry-over amount is not used in the Contract Year into which it has been carried, such carry-over amount shall be forfeited. (By way of example, if UNIVERSITY desires to carry-over \$100,000 of its allotment from the 2nd Contract into the 3rd Contract Year, it must so notify NIKE of such desire by April 1, 2013, and if such carried over amount is not used by the conclusion of the 3rd Contract Year it shall be forfeited.)

(b) Each Contract Year,

(1) Provided UNIVERSITY has then ordered at least 350 pairs of football shoes under its Annual Product Allotment for such year, anytime in such year after such minimum order requirement is met, UNIVERSITY shall be entitled to order direct from NIKE, on a "2 for 1" basis, additional football shoes for team use and subject to quantity availability. For purposes of this subsection, "2 for 1" shall mean that for every two (2) pairs of football shoes purchased from NIKE, UNIVERSITY shall receive from NIKE, free of charge, one (1) pair of football shoes. (By way of example illustrating the foregoing, if for the 2011 Season UNIVERSITY has placed an initial order for 350 pairs of football shoes and to be credited against its Annual Product Allotment, then places a subsequent single purchase order that season for an additional 150 pairs of football shoes—UNIVERSITY would pay published wholesale price for 100 pairs, and would receive 50 pairs free of charge.)

(2) Provided UNIVERSITY has then ordered at least 500 pairs of football gloves under its Annual Product Allotment for such year, anytime in such year after such minimum order requirement is met, UNIVERSITY shall be entitled to order direct from NIKE, on a "1 for 1" basis, additional football gloves for team use and subject to quantity availability. For purposes of this subsection, "1 for 1" shall mean that for every pair of football gloves purchased from NIKE, UNIVERSITY shall receive from NIKE, free of charge, one (1) pair of football gloves. (By way of example illustrating the foregoing, if for the 2011 Season UNIVERSITY has placed an initial order for 500 pairs of football gloves and to be credited against its Annual Product Allotment, then places a subsequent single purchase order that season for an additional 200 pairs of football gloves—UNIVERSITY would pay published wholesale price for 100 pairs, and would receive 100 pairs free of charge.)

(c) BCS Adjustment. If during the Term UNIVERSITY's Covered Programs should join an Automatic Qualifying BCS conference, or UNIVERSITY's Conference should earn Automatic Qualifying BCS status (i.e., become an automatic BCS Bowl qualifier), then, in the first year of such Automatic Qualifying BCS status and each Contract Year thereafter, the annual product allocation set forth in Paragraph 6(a) above shall increase by One Hundred Thousand Dollars (\$100,000) (retail value) for each Contract Year. If during the Term UNIVERSITY's football program only should join an Automatic Qualifying BCS conference, then the annual product allocation set forth in Paragraph 6(a) above shall increase by Seventy Five Thousand Dollars (\$75,000) (retail value) for each Contract Year. The parties agree that if and when UNIVERSITY joins the Big East Conference in 2013 for Football the aforementioned BCS Increase shall take effect for that Contract Year and thereafter. The parties further agree that if any schools comprising the Big East Conference at the time of execution of this Agreement leave the Big East Conference and are not replaced by schools of equal or better performance in football, as shall be reasonably agreed between the parties, the parties shall agree to discuss whether the BCS Increase shall apply. Notwithstanding anything to the

contrary, nothing in this paragraph shall cause a reduction to the Annual Product Allotment set forth in Paragraph 6(a).

7. PRODUCT ORDERING, DELIVERY & LOGO USE ON PRODUCT.

- (a) The exact styles, sizes and delivery dates and, where appropriate, quantities of NIKE Products ordered under this Agreement shall be as reasonably specified by the UNIVERSITY and consistent with NIKE's overall product marketing strategy. NIKE shall propose styles each year, sufficiently in advance, to allow UNIVERSITY adequate time for consideration. Each such Contract Year, if UNIVERSITY desires quantities of NIKE Product in excess of that provided under its Annual Product Allotment, UNIVERSITY may order and purchase such additional quantities of the NIKE Products at NIKE's published wholesale prices (or on terms as otherwise provided under Paragraph 6(b) above), subject to availability and NIKE standard account sales terms and conditions. Except as otherwise described in this Agreement, in no event shall UNIVERSITY Athletic Department purchase any Products (including footwear and core basic apparel – e.g., T-shirts, shorts, fleece and socks), for Covered Program use, from any third-party without NIKE's approval. All Products to be supplied by NIKE hereunder shall be delivered F.O.B. to UNIVERSITY. Only properly submitted orders from UNIVERSITY's Athletic Business Office shall be filled by NIKE.
- (b) UNIVERSITY acknowledges that Annual Product Allotments shall be delivered to UNIVERSITY generally one (1) month prior to the start of the regular season for each Covered Program and that annual allotments must typically be ordered 9-12 months in advance of each season to ensure timely delivery. As long as UNIVERSITY places all its orders by the October 1 preceding any Contract Year (and which October 1st order deadline NIKE agrees shall not apply with respect to the 1st Contract Year), the annual product allotment for each Covered Program shall be delivered to UNIVERSITY by the following dates during such Contract Year:

Football (Basics & Uniforms)	July 1
Basketball	
Basics	July 1
Uniforms	October 1
All other Fall Athletic Programs	
Basics	July 1
Uniforms	August 1
All Spring Athletic Programs	
Basics	July 1
Uniforms	December 1

Notwithstanding the foregoing, however, if approved in writing by UNIVERSITY (such approval not to be unreasonably withheld), certain products within a Covered Program's product allotment may be delivered later than the date specified above, depending on their date of actual use, furthermore, UNIVERSITY acknowledges that, once apparel ordering deadlines have been met, product delivery may be staggered in accordance with a mutually agreed priority schedule. (By way of example, with respect to football product, footwear and practice wear would be delivered by July 1st, game uniforms by photo day, and cold weather wear by October 1st.)

- (c) UNIVERSITY acknowledges that the placement of the NIKE logo, as it is currently permitted by the NCAA (in terms of size, location placement, color contrast/prominence and/or number of placements), on Authentic Competition Apparel is a bargained for material benefit contemplated by NIKE under this Agreement and that such continued degree of manufacturer logo prominence on competition product is of the essence of this Agreement. Accordingly, during the Term, UNIVERSITY shall take no action that shall have the effect of relocating (except for a more favorable placement should a subsequent relaxation in rules so permit), reducing, or restricting NIKE's logo placement rights on Competition Apparel as such logo now is permitted by current relevant NCAA rules or regulations including, but not limited to, NCAA Rule 12.5.4. Notwithstanding anything contained in this subparagraph, UNIVERSITY further acknowledges that nothing herein shall be construed as a restriction of any right of NIKE to avail itself of such more favorable presentation or placement of its logo (e.g., size, color contrast, number of placements, location of placement, etc.) as may be currently permitted under NCAA, Conference and/or other applicable rules, or hereafter permitted by any subsequent relaxation in NCAA, Conference and/or other applicable rules, provided that, the NIKE logo shall be of no greater prominence than UNIVERSITY's logo(s).
- (d) On a monthly basis during the Term, NIKE shall provide the UNIVERSITY with a reasonably detailed written sport-by-sport report of the then-current status of orders, use of Annual Product Allotment, use of carry-over, and such other information as the parties shall agree upon.

8. USE OF NIKE PRODUCTS.

- (a) Throughout the Term, UNIVERSITY shall make NIKE Products available on an exclusive basis to all Covered Programs, to be worn and/or used by Team members, Coach and Staff during Covered Program Activities during which Team members, the Coach and Staff wear and/or use Products. UNIVERSITY shall require the Coach and Team and Staff members to wear and/or use exclusively NIKE Products during such activities. Notwithstanding the foregoing, NIKE acknowledges and agrees that (i) members of the swim program shall have the right to use performance swim suits of their choice from any manufacturer (and with such manufacturer's logo camera-visible) so long as no promotional benefit of any kind shall accrue via contract to either the supplier of such item(s) or to UNIVERSITY (e.g., such product may not be provided to UNIVERSITY in exchange for advertising or promotional rights); (ii) members of the gymnastics program shall have the right, if they so elect, to use leotards of their choice from any manufacturer principally known in the industry for supply of such product (e.g., Danskin and with such manufacturer's logo camera-visible) so long as no promotional benefit of any kind shall accrue via contract to either the supplier of such item(s) or to UNIVERSITY (e.g., such product may not be provided to UNIVERSITY in exchange for advertising or promotional rights); (iii) other than sports camps and/or clinics associated with the football program, Department controlled sports camps and clinics shall have the option to use generic T-shirts (i.e., non-NIKE) that do not bear any externally visible manufacturer/maker identification and provided they are not sourced from any manufacturer of athletic footwear; (iv) the wear and/or use of certain NIKE Products by certain Covered Programs is subject to the provisions of Paragraph 8(a)(i) and (ii) above; (v) Team members, Coaches and Staff may wear non-athletic footwear and apparel, as appropriate, in connection with Covered Program Activities (e.g., banquets or awards dinners, meetings, road game travel, etc.) and that the election to not wear



NIKE Product for such activities shall not constitute a breach of this Paragraph; (vi) members of the golf Team shall have the right to use golf clubs and golf balls of their choice (but not any other golf equipment or products) from any manufacturer, and with such manufacturer's logo camera-visible so long as no sponsorship or promotional benefit of any kind shall accrue to either the source of such item(s) or to UNIVERSITY (for avoidance of doubt, the parties agree that UNIVERSITY may source such product on a complimentary basis but cannot, in exchange for such complimentary supply of product, provide the supplier with any acknowledgments, advertising or promotional rights); and (vii) members of the women's softball Team shall have the right to use Louisville Slugger softball bats, equipment bags, female catcher's wear and female batting wear which shall include protective wear such as chest protectors, leg guards, masks, and gloves, and with such manufacturer's logo camera-visible so long as, subject to UNIVERSITY's pre-existing agreement, no promotional benefit of any kind shall accrue to either the supplier of such item(s) or to UNIVERSITY (e.g., such product may not be provided to UNIVERSITY in exchange for advertising or promotional rights), and UNIVERSITY's usage of products permitted under this Section or provision of benefits under UNIVERSITY's pre-existing agreement shall not constitute a breach of this Section 15 or this Agreement. As described in subparagraph (b) below, NIKE further agrees to work with and use best efforts to resolve any Team member experiencing problems in connection with fit or performance of NIKE footwear. *To the fullest extent permitted under Idaho state laws, UNIVERSITY specifically waives, only as against NIKE, all express warranties (except as stated in the Agreement), and implied warranties of merchantability or fitness for a particular purpose.*

- (b) UNIVERSITY shall ensure that no Team member, Coach or Staff member shall:
  - (1) Alter or permit the alteration of any NIKE Product provided hereunder, and worn or used by them in connection with the Covered Program activities contemplated hereunder, to resemble a non-NIKE Product; or
  - (2) Wear, in connection with the Covered Program activities contemplated hereunder, any non-NIKE Products which have been altered to resemble NIKE Products.
- (c) Except as otherwise stated in this Agreement, UNIVERSITY shall ensure that no Coach, Staff or Team member shall wear and/or use any athletic footwear, or other Products, manufactured by companies other than NIKE, in connection with the Covered Program Activities contemplated hereunder.
- (d) UNIVERSITY acknowledges that "spatting" or otherwise taping, so as to cover any portion of the NIKE footwear worn by members of the Team during Covered Program Activities during which Team members wear athletic shoes is inconsistent with the purpose of this Agreement and the benefits to be derived from it by NIKE and is a material breach of this Agreement. Notwithstanding the foregoing, isolated spatting or taping as is deemed medically advisable, for example in instances where a player is injured during competition and the in-game determination is made that the player can continue to play if the player's ankle and shoe are taped-over, shall not be deemed a breach of this Agreement.
- (e) UNIVERSITY shall not permit (i) the trade name, trademark, name, logo or any other identification of any person, company or business entity other than NIKE, UNIVERSITY, the Conference, the NCAA or relevant post-season event, to appear on NIKE Products worn or used by Coach, Staff or Team members, in connection with the Covered Program Activities contemplated hereunder (excluding only

activities such as golf fundraisers where tournament shirts may be co-branded with the logos of sponsors permitted under this Agreement, and, provided that such event is controlled by UNIVERSITY, such items are exclusively embellished by and sourced from NIKE) or (ii) any third party to screen-print upon, or otherwise embellish, any NIKE Product worn or used by Coaches, Staff or Team members in connection with the Covered Program Activities contemplated hereunder.

9. CASH CONSIDERATION.

- (a) Base Compensation. In partial consideration of the rights granted, and performances rendered, by UNIVERSITY hereunder, NIKE shall pay UNIVERSITY Base Compensation in each Contract Year in the amount set forth below opposite the indicated Contract Year, to be paid in two (2) equal semi-annual installments to be made on July 1 and January 1 of each Contract Year (and subject to Paragraph 17 below).

1st Contract Year (2011-12)	\$30,000
2nd Contract Year (2012-13)	\$30,000
3rd Contract Year (2013-14)	\$40,000
4th Contract Year (2014-15)	\$40,000
5th Contract Year (2015-16)	\$50,000
6th Contract Year (2016-17)	\$50,000

Notwithstanding the foregoing, if there is a change in the football Coach during the Term, NIKE may, in its sole discretion, equitably reduce the scheduled Base Compensation to be paid UNIVERSITY going forward taking into account the diminution of value resulting from such football Coach change, in NIKE's sole judgement.

- (b) Performance Bonuses. In the event that the indicated Covered Program achieves any of the following performances during any Contract Year, UNIVERSITY shall, within ninety (90) days of such accomplishment, invoice NIKE for payment of the corresponding bonus amount (and which bonus UNIVERSITY acknowledges may be subject to forfeit if not timely invoiced) which NIKE shall pay within thirty (30) days of its receipt thereof:

Football Bonuses*	
Plays in a non-BCS "Tier I" Bowl Game**	\$10,000
Plays in a BCS Bowl Game	\$25,000
Wins National Championship	\$25,000
Men's Basketball Bonuses*	
Wins Regular Season Mountain West Championship	\$ 5,000
Wins Mountain West Tournament	\$ 5,000
Plays in NCAA Sweet Sixteen	\$10,000
Plays in NCAA Final Four	\$25,000
Wins NCAA Championship	\$25,000
Women's Basketball Bonuses*	
Wins Regular Season Mountain West Championship	\$ 2,500
Wins Mountain West Tournament	\$ 2,500
Plays in NCAA Sweet Sixteen	\$ 5,000
Plays in NCAA Final Four	\$10,000
Wins NCAA Championship	\$15,000

\*Bonuses shall be cumulative, i.e., if men's basketball achieves all of the above performances, UNIVERSITY would earn \$70,000 in bonuses.

\*\*A Tier I bowl shall be deemed any bowl having a team payout of \$1.9 million or more.

Notwithstanding the foregoing, UNIVERSITY acknowledges that if it is subject to a sanction(s) that includes that any of the above accomplishments is vacated, UNIVERSITY shall be required to return to NIKE any performance bonus paid for such vacated accomplishment within sixty (60) days of notice from NIKE (or, if UNIVERSITY so elects, NIKE may set-off such amounts against future cash payments due to UNIVERSITY).

10. PROMOTIONAL APPEARANCES.

Solely in connection with the promotion of NIKE Products and/or the NIKE brand:

- (a) Each Contract Year, upon reasonable prior notice and subject to any coaching commitment and/or applicable UNIVERSITY policy, if so requested by NIKE, UNIVERSITY shall make (i) the football Coach available for up to two (2) appearances, and (ii) all other Coaches available for one (1) appearance. No single appearance shall exceed twenty-four (24) hours in duration, including travel time, unless otherwise agreed upon in advance. Such appearances may include, but are not limited to, photo shoots for posters, brochures or in-store displays, production sessions related to filming commercials and/or video productions and/or advertising, retail store appearances, trade shows, speaking engagements, appearances at sports clinics, celebrity events and other public appearances. UNIVERSITY shall receive no additional compensation for such appearances.
- (b) NIKE agrees to pay all reasonable and necessary out-of-pocket expenses incurred by the UNIVERSITY and/or any Coach in connection with any appearance hereunder, including first class airfare. In the event Coach attends the NIKE Coach of the Year Clinics, the parties agree NIKE shall pay coach class airfare.

11. OTHER SPONSOR BENEFITS.

During the Term, in connection with the Covered Programs, UNIVERSITY shall provide (and to the extent controlled by Broncos Sports Properties shall use all reasonable efforts to secure from Broncos Sports Properties) NIKE with the following promotional benefits at no additional cost to NIKE except as otherwise indicated:

- (a) NIKE shall receive season tickets to home games (and neutral site games as indicated below) for each Covered Program in accordance with the following:

PROGRAM	No. TICKETS*
Football (home)	6 tickets (in block seats); 3 premium parking passes
Football (if applicable, Conference Championship)	6
Bowl Game (if applicable)	8 complimentary with opportunity to purchase additional 12 tickets
Basketball (M)	6 (adjacent seats or blocks of 2)
Basketball Tournament (M) (Conference & NCAA or NIT, if applicable)	6 (per round, adjacent seats)
Basketball (W)	6 (adjacent seats)
Basketball Tournament (W) (Conference & NCAA or NIT, if applicable)	6 (per round, adjacent seats)
Other Ticketed Programs	4 (adjacent seats)
* All tickets shall be "best available" (following sale of season tickets) lower-level seating, adjacent seats.	

In addition, each season, UNIVERSITY shall provide NIKE with a block of forty (40) tickets (in addition to the above-indicated 6 football tickets per game) to one mutually agreed designated home football game.

- (b) During regular season home games of the football program commencing with the 2012 football season, prominent, camera-visible, UNIVERSITY-controlled signage in its football stadium, with the placement and size of such signage to be mutually agreed upon.
- (c) During regular season home games of the football program, a suitable, high-traffic, location within the football stadium at which NIKE may, at its option and expense, and in conjunction with UNIVERSITY's bookstore (if required), set up a display and promote NIKE Product during home football games.
- (d) NIKE logo placement in UNIVERSITY's indoor practice facility.
- (e) During regular season home games of a Covered Program, at each home football and basketball game, suitable in-game P.A. announcements and/or electronic board messages recognizing NIKE as the exclusive Products sponsor of the UNIVERSITY's athletic program.
- (f) Prominent NIKE name and/or logo recognition in mutually agreed upon sports-related publications of the Athletic Department.
- (g) One full-page, 4-color NIKE sponsor acknowledgment (camera-ready ad to be produced and provided by NIKE at its cost) in the home, regular season football game day program.
- (h) In addition to the above, the Athletic Department shall afford, and shall use best efforts to cause Broncos Sports Properties to afford, NIKE advance notice and the opportunity to consider purchasing participation in any and all additional Department-specific sponsor acknowledgment opportunities, in any media, which become available during the Term.

NIKE acknowledges and agrees that any recognition, name or logo identification, statement or acknowledgement provided by the UNIVERSITY under this paragraph or this Agreement shall comply with the requirements of 26 USC 513 or other applicable law or regulations to qualify the payment to the UNIVERSITY as a "qualified sponsorship payment" and as such NIKE shall not have the right to display a message that contains a comparative or qualitative description of NIKE Product, price information or other indications of savings or value, endorsement a sponsorship, or an inducement to purchase, sell or use NIKE Product. All copy and graphics proposed for display by NIKE are subject to reasonable approval by the UNIVERSITY. All such recognition is subject to and shall comply with all NCAA and Conference rules and regulations.

## 12. DESIGN & MARKETING CONSULTATION.

- (a) UNIVERSITY acknowledges NIKE's industry leadership in the design of performance product and its expertise and innovation in the area of sports marketing and that such leadership, expertise and innovation is a material inducement to UNIVERSITY's entrance into this Agreement. NIKE shall continue its efforts to produce high quality Products through consultation with coaches and staff of successful athletic programs such as UNIVERSITY and whose full cooperation is important to NIKE, as such individuals have knowledge that can be useful in the research, development and production of NIKE Products, and is of the essence of this Agreement. Upon reasonable request by NIKE, UNIVERSITY shall require designated Coaches and Staff to provide NIKE with written or oral reports

concerning the NIKE Products supplied to each through NIKE's product development and testing program (such product is supplied outside of the Annual Product Allotment and not counted against it, e.g., prototype product) which reports shall be provided "as is" and without any representation or warranty whatsoever, and used solely by NIKE for its internal purposes (if at all) at its own risk as it may deem appropriate. Such reports shall address the fit, wear characteristics, materials and construction techniques of such Products.

- (b) UNIVERSITY acknowledges that a material inducement to NIKE's entrance into this Agreement is to provide broad and prominent exposure for the NIKE brand and particular Product models and styles. Accordingly, UNIVERSITY shall require the use, in practices and games, by the Team as NIKE may reasonably request, such specific models and/or styles of NIKE Products as NIKE may designate from time to time and UNIVERSITY further acknowledges that this undertaking is a material term, and is of the essence, of this Agreement.

### 13. ADVERTISING APPROVALS.

- (a) If for other than wholly internal purposes NIKE (as opposed to consumers through consumer-generated content) desires to use the UNIVERSITY Marks, NIKE shall first submit a sample or the concept of the proposed advertisement or promotion or sponsorship materials (or other use) to UNIVERSITY for approval through UNIVERSITY's Director of Trademark Licensing, which approval shall not be unreasonably withheld. UNIVERSITY shall use its best efforts to advise NIKE of its approval or disapproval of the sample or concept within fifteen (15) business days of its receipt thereof. UNIVERSITY's approval, or disapproval, shall be in writing. (If a submission is disapproved, UNIVERSITY's written notice thereof shall set forth in reasonable detail the basis for such disapproval.) Any submitted item that has not been approved within twenty (20) business days of receipt by UNIVERSITY shall be deemed disapproved. Once a submitted sample or concept is approved, NIKE shall not depart therefrom in any material respect without re-submission of the item and obtaining UNIVERSITY's further approval.
- (b) Except as otherwise set forth herein, in the event UNIVERSITY desires to use the NIKE Marks in any advertising or promotion (e.g., in connection with any camp or clinic), UNIVERSITY shall first submit a sample or the concept of the proposed advertisement or promotion to NIKE for approval, which approval shall not be unreasonably withheld. NIKE shall use its best efforts to advise UNIVERSITY of its approval or disapproval of the sample or concept within fifteen (15) business days of its receipt thereof. NIKE's approval, or disapproval, shall be in writing. (If a submission is disapproved, NIKE's written notice thereof shall set forth in reasonable detail the basis for such disapproval.) Any submitted item that has not been approved within twenty (20) business days of receipt by NIKE shall be deemed disapproved. Once a submitted sample or concept is approved, UNIVERSITY shall not depart therefrom in any material respect without re-submission of the item and obtaining NIKE's further approval.

### 14. DEVELOPMENT OF NEW LOGO & TRADEMARK OWNERSHIP.

- (a) If UNIVERSITY desires to develop an additional, wholly new, trademark, service mark, symbol and/or logographic for use solely in connection with the Covered Program (collectively, "New Logo"), UNIVERSITY shall in writing notify NIKE of such intention and agrees to meet with NIKE, upon NIKE's request, to discuss in good faith the use of NIKE's services to design such New Logo. Such discussions must occur prior to UNIVERSITY's engaging in negotiations with any third party to



provide such design services; provided that UNIVERSITY shall not be precluded from negotiating with, and retaining, others for such services after the passage of thirty (30) days from the date notice is first given to NIKE under this paragraph. NIKE shall have no rights in any New Logo for which NIKE provided no design services. Should UNIVERSITY elect to have NIKE undertake such design assignment, NIKE shall provide such design services at no expense to UNIVERSITY except as provided below. In the event NIKE designs such New Logo and it is approved by UNIVERSITY, then UNIVERSITY shall be the sole owner of all right, title and interest in and to the New Logo. NIKE agrees to execute the documents reasonably necessary to assign all rights in the New Logo to UNIVERSITY prior to any use of the New Logo. Following the expiration or termination of the Agreement for any reason, NIKE shall have no further rights, except as otherwise provided herein, with respect to the New Logo. UNIVERSITY acknowledges that all trademark/copyright registration and maintenance expenses in connection with the New Logo shall be at its expense and NIKE agrees that it shall not incur any such expense on behalf of UNIVERSITY without UNIVERSITY's prior written approval.

- (b) NIKE recognizes the value of the UNIVERSITY Marks and acknowledges that the goodwill attached thereto belongs to UNIVERSITY and that nothing in this Agreement serves to assign, convey or transfer to NIKE any rights, title or interest in or to the UNIVERSITY Marks and that UNIVERSITY owns the UNIVERSITY Marks and has the exclusive right thereto, subject only to the license granted to NIKE in this Agreement and licenses granted to others. Notwithstanding anything in this Paragraph 14, or elsewhere in this Agreement, to the contrary, nothing herein shall be construed as conveying to UNIVERSITY any copyright in any NIKE television commercial in which the UNIVERSITY Marks appear (and which use has been approved by UNIVERSITY) and UNIVERSITY acknowledges that for any such commercial NIKE shall be the copyright owner.
- (c) UNIVERSITY recognizes the value of the NIKE Marks and acknowledges that the goodwill attached thereto belongs to NIKE and that nothing in this Agreement serves to assign, convey or transfer to UNIVERSITY any rights, title or interest in or to the NIKE Marks.

15. RIGHTS OF FIRST DEALING AND FIRST REFUSAL.

- (a) At NIKE's request, UNIVERSITY shall negotiate with NIKE in good faith with respect to the terms of a renewal of this Agreement. The parties shall not be obligated to enter into an agreement if they cannot settle on mutually satisfactory terms. Prior to May 1, 2016 (the "Exclusive Negotiating End Date") UNIVERSITY shall not engage in discussions or negotiations with any third party with respect to the supply and/or sponsorship of any Products after the Term ("Product Supply/Sponsorship").
- (b) During the Term (i.e., anytime between the Exclusive Negotiating End Date and June 30, 2017), and for a period of ninety (90) days thereafter, NIKE shall have the right of first refusal for Product Supply/Sponsorship, as follows. If UNIVERSITY receives any bona fide third party offer at any time on or after the Exclusive Negotiating End Date with respect to any Product Supply/ Sponsorship, UNIVERSITY shall submit to NIKE in writing the specific terms of such bona fide third party offer in the form of a true copy which shall be on the offeror's letterhead or other identifiable stationery or imprint readily authenticable by NIKE as having originated with such third-party offeror. NIKE shall have fifteen (15) business days from the date of its receipt of such true copy of the third party offer to notify

UNIVERSITY in writing if it will enter into a new contract with UNIVERSITY on terms no less favorable to UNIVERSITY than the material, measurable and matchable terms of such third party offer. If NIKE so notifies UNIVERSITY within such 15-day period, UNIVERSITY shall enter into a contract with NIKE on the terms of NIKE's offer. If NIKE fails or declines to match or better the material, measurable and matchable terms of such third party offer within such 15-day period, UNIVERSITY may thereafter consummate an agreement with such third party on the terms of the offer made to UNIVERSITY. Prior to the Exclusive Negotiating End Date, UNIVERSITY shall not solicit, consider or present to NIKE, and NIKE shall not be obligated to respond to, any third party offer for any Product Supply/Sponsorship. For avoidance of doubt, it is understood that once a third party offer has been submitted to NIKE, NIKE's right of first refusal expires (i) fifteen (15) business days after such offer has been submitted, or (ii) upon NIKE's notification that it has declined to match, whichever is sooner, thus cutting short the 180-day post-contract period.

16. RIGHTS FOR NEW PRODUCTS.

From time-to-time during the Term of this Agreement, NIKE may add to its Products line one or more items of sports equipment. If at any time during the Term NIKE shall have a bona fide intention to expand its Products line by adding any such item(s), then NIKE shall give UNIVERSITY advance written notice of the particular item(s) then in development by NIKE and an adequate out of season and/or pre-season opportunity to sample and field-test the new item(s). Following such testing opportunity, UNIVERSITY agrees that, subject to the Athletic Director's and Coach's satisfaction as to quality and suitability of such new product, once such item is commercially available, and subject to any then-existing applicable UNIVERSITY agreements with other vendors for such item or items, then such item(s) shall thereafter be deemed to be included in "Products" as defined in Paragraph 1(n) above and "NIKE Products" as defined in Paragraph 1(o) above and covered in all pertinent respects by the terms hereof and UNIVERSITY shall no longer be permitted to source such Products from a manufacturer other than NIKE. Thereafter, UNIVERSITY shall make such new Product item(s) available to Coach, Staff and/or Team members, NIKE shall supply UNIVERSITY with sufficient quantities for such purpose to be mutually agreed upon by the parties, including quantities equal to or greater than the quantities of any comparable item(s) which UNIVERSITY, Coach, Staff and/or Team members are then receiving from a third party, and UNIVERSITY shall thereupon distribute, as is appropriate, such new item(s) to Team members, Coaches and/or Staff members for use pursuant to the terms of this Agreement.

17. RIGHT OF REDUCTION, SET-OFF.

- (a) UNIVERSITY acknowledges that the principal inducements for NIKE's entrance into this Agreement are (i) the wide-spread national media exposure that the football program annually receives, and (ii) the accompanying prominent brand exposure NIKE receives through the placement of the NIKE logo, as it currently appears (in terms of size, location placement, color prominence and/or number of logo placements), on the Products supplied hereunder and that such continued exposure is of the essence of this Agreement. Accordingly, if in any Contract Year the football program is banned by the NCAA from television appearances for the full season or if, for any reason, NIKE's logo placement rights are materially diminished (in terms of size, location placement, color prominence and/or number of logo placements and/or through electronic means as described in Paragraph 19(a)(4) below), in lieu of NIKE's exercise of its termination right under Paragraph 19 below, then for such Contract Year NIKE shall have the right to

reduce UNIVERSITY's scheduled Base Compensation, as described in Paragraph 9(a), by twenty-five percent (25%). If NIKE logo placement rights are materially diminished in a manner other than as enumerated above, the parties shall in good faith agree to equitably reduce scheduled Base Compensation to be paid UNIVERSITY going forward taking into account the nature and extent of the diminution of rights.

- (b) UNIVERSITY further acknowledges that (i) the principal inducement for NIKE's entrance into this Agreement is the television and other media exposure that the NIKE brand receives through the prominent visibility of the NIKE logos that appear on the side (and other locations) of the athletic shoes provided by NIKE to UNIVERSITY for use pursuant to this Agreement, (ii) such continued brand exposure is of the essence of this Agreement, and (iii) the unauthorized "spatting" or taping of shoes in any manner is inconsistent with the purpose of this Agreement and the expected benefits to be derived from it by NIKE and is a material breach of this Agreement. Accordingly, if after UNIVERSITY's receipt of written notice of a spatting violation, the coaching staff shall permit the spatting or taping of NIKE footwear, in a manner inconsistent with the terms hereof, in lieu of NIKE's exercise of its termination rights under Paragraph 19 below, NIKE shall have the right (in its sole discretion) to reduce UNIVERSITY's annual scheduled Base Compensation, as described in Paragraph 9(a), (for the Contract Year in which such breach occurs) in accordance with the reduction scale set forth below.

	% REDUCTION AMOUNT
1st Occurrence (after notice)	10% of total annual Base Comp.
2nd Occurrence	15% of total annual Base Comp.
3rd Occurrence	25% of total annual Base Comp.

Successive reductions shall be cumulative (i.e., 3 occurrences would result in annual base compensation being reduced by a total of 50%).

- (c) NIKE shall have the right to set-off any amounts owed by UNIVERSITY to NIKE, hereunder or otherwise, against Base Compensation amounts owed by NIKE to UNIVERSITY. UNIVERSITY shall have the right to set-off any amounts owed by NIKE to UNIVERSITY, hereunder or otherwise, against any amounts owed by UNIVERSITY to NIKE.

#### 18. RIGHT OF TERMINATION BY UNIVERSITY.

UNIVERSITY may immediately terminate this Agreement by notice to NIKE upon the occurrence of an Event of Default by NIKE as provided herein. An Event of Default as to UNIVERSITY shall mean the occurrence or existence of one or more of the following events or conditions (for any reason, whether voluntary, involuntary or effected or required by law):

- (a) NIKE shall fail to pay any amount due hereunder and such failure shall have continued for a period of thirty (30) days after written notice by UNIVERSITY to NIKE;
- (b) NIKE shall be in material breach of this Agreement, which breach NIKE fails to cure within thirty (30) days of UNIVERSITY's delivery of written notice to NIKE specifying the breach;
- (c) NIKE is adjudicated insolvent or declares bankruptcy;



- (d) NIKE is in material breach of the Retail License, which breach NIKE fails to cure within thirty (30) days of UNIVERSITY's delivery of written notice to NIKE specifying the breach;
- (e) NIKE is in material breach of the FLA Code set out in Exhibit B, as may be amended, which breach NIKE fails to cure within thirty (30) days of UNIVERSITY's or its designated agent (e.g., CLC) delivery of written notice to NIKE specifying the breach; or
- (f) NIKE disparages the quality or performance of UNIVERSITY's Athletic program, Teams, Coaches, Staff, or students.

19. RIGHT OF TERMINATION BY NIKE.

- (a) Termination of Agreement for Cause. NIKE shall have the right to terminate this Agreement immediately upon written notice to UNIVERSITY if:
  - (1) The football program is placed on NCAA probation resulting in a ban from television appearances for one full season or more or UNIVERSITY ceases for any reason to field a Division I football team;
  - (2) In connection with the Covered Program Activities contemplated hereunder, Coach, Staff and/or Team members fail to wear or use NIKE Products, or wear NIKE Products altered in violation of the provisions of Paragraph 8 above; provided, however, that NIKE shall have first provided written notice to UNIVERSITY of any such violation and such violation shall then recur during the same Contract Year;
  - (3) UNIVERSITY, the NCAA, the Conference or any assignee thereof (including any licensing agent or national/regional network broadcast partner of the foregoing) enacts, adopts or accedes to any regulation, restriction, prohibition or practice that materially deprives NIKE of the promotional benefits and/or product/brand exposure contemplated by this Agreement including, but not limited to, (i) any diminution of NIKE's logo placement rights (in terms of size, location placement, color prominence, e.g., requiring tone-on-tone logo coloring, and/or reducing the number of logos that are currently permitted on uniforms and/or warm-ups) on the Products supplied hereunder, including any total ban on the placement of camera-visible logo identification on Authentic Competition Apparel, (ii) "air brushing" NIKE identification from still photography or footage, or (iii) use of L-VIS technology or other electronic/computer imaging technology that alters, substitutes or replaces NIKE logo identification that appears on uniforms with other commercial identification that is seen by home television viewers;
  - (4) Any Coach or Athletic Department senior administrator, in that capacity, publicly disparages the quality and/or performance of NIKE Products;
  - (5) UNIVERSITY is in material breach of any material term of this Agreement, which breach UNIVERSITY fails to cure, if curable, within thirty (30) days of NIKE's delivery of written notice to UNIVERSITY of any such breach;
  - (6) UNIVERSITY breaches any warranty made hereunder; or
  - (7) Any Coach, Staff or Team member fails to perform any material obligations provided for in this Agreement, which breach is not cured within thirty (30) days of NIKE's delivery of written notice to UNIVERSITY specifying the breach.

## (b) Termination for Cause or Reduction of Cash Compensation.

- (1) Termination for Cause. After the issuance of a final decision following the conclusion of any appeal process (unless UNIVERSITY self-imposes any of the below penalties), NIKE shall have the right to terminate this Agreement for cause in the event that the NCAA Division I Committee on Infractions sanctions the UNIVERSITY's football program by placing the institution on probation for a "major violation" of NCAA rules that results in the imposition of any of the following penalties: (a) a post-season competition ban for football; or (b) a ban on television appearances for the football program. Prior to exercising its right of termination for cause under this provision, however, the UNIVERSITY shall have the opportunity to present a written response to the imposition of any of the foregoing NCAA sanctions as well as to meet with NIKE officials in person to discuss the matter. NIKE agrees to consider all information provided by the UNIVERSITY in writing and in person, and to engage in good-faith discussion with UNIVERSITY regarding an equitable adjustment of the Sponsorship Payments under this Agreement, prior to making the decision, in NIKE's sole discretion, on whether to terminate the Agreement for cause.
- (2) In the event that the NCAA Division I Committee on Infractions (unless UNIVERSITY self-imposes the below penalty) sanctions the UNIVERSITY's football program by placing the institution on probation for a "major violation" of NCAA rules and for any one (1) season or more reduces the number of grants-in-aid (scholarships) by seven (7) or more scholarships, then NIKE shall have the right to partially reduce or terminate all Base Compensation payments required under Paragraph 9(a) of this Agreement; provided, however, that NIKE shall continue to supply all Products required under this Agreement without any offset or reduction. Prior to exercising its right to reduce or terminate any Base Compensation payments, UNIVERSITY shall first have the opportunity to present a written response to the imposition of any of the foregoing NCAA sanctions as well as to meet with NIKE officials in person to discuss the matter. NIKE agrees to consider all information provided by UNIVERSITY in writing and in person, and to engage in good-faith discussion with UNIVERSITY regarding an equitable adjustment of the Base Compensation payments under this Agreement, prior to making the decision, in NIKE's sole discretion, on whether to reduce or terminate the Base Compensation payments.

## 20. NIKE POST-TERMINATION RIGHTS.

Upon expiration or termination of this Agreement for any reason, NIKE shall have the right to:

- (a) For a period not to exceed one hundred eighty (180) days, run any non-cancelable media involving the UNIVERSITY Marks and/or the Coach Properties and exhaust all advertising and promotional materials which were produced prior to the effective date of expiration or termination;
- (b) For a period of six (6) months, complete and dispose of any Licensed Products which are on-hand or in-process, and fulfill orders received prior to the effective date of expiration or termination, and provided royalties thereon are paid and reported in accordance with the provisions of this Agreement and/or the Retail License; and

- (c) In perpetuity, without restriction, the non-exclusive use for in-house historical purposes any materials that depict the Coach Properties or UNIVERSITY Marks. UNIVERSITY understands NIKE is not obligated to delete or remove Activity Based Information from any database or storage device.

21. REMEDIES.

UNIVERSITY and NIKE agree that, in the event that either party breaches any material term or condition of this Agreement, in addition to any and all other remedies available to the other party at law or in equity, such other party shall be entitled to seek injunctive relief from such further violation of this Agreement, pending litigation as well as on final determination of such litigation, without prejudice to any other right of such other party. Pursuit by either party of any of the remedies provided herein, or otherwise available at law or in equity, shall not preclude pursuit by that party of any other remedy or remedies provided herein or otherwise available at law or in equity. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party.

22. INDEMNITY.

To the extent permitted under the laws of Idaho, the parties agree to indemnify and hold each other harmless from and against any and all claims, actions, suits, demands, losses, damages and all costs and expenses, including, but not limited to, reasonable attorney's fees, incurred in connection with or arising out of any breach(es) of warranty, representation or agreement made by the parties under the provisions of this Agreement. Notwithstanding the foregoing, the liability of UNIVERSITY for tortious acts is limited and controlled by the provisions of the Idaho Tort Claims Act, including sections 6-901 *et seq.*, as now or hereafter amended. Nothing herein shall be construed as a waiver of the protections of said Act.

23. NOTICES.

All notices, statements and payments provided for herein shall be in writing and deemed given if sent postage prepaid via registered or certified mail, or by express courier service or facsimile with confirmed delivery, to the parties at the addresses given below, or such other addresses as either party may designate to the other. Notwithstanding the foregoing, any notice of default or other breach must either be sent via registered or certified mail, or by express courier service with confirmed delivery and shall not be deemed to have been given if sent by facsimile. Any written notice shall be deemed to have been given at the time it is confirmed delivered.

NIKE USA, Inc. One Bowerman Drive Beaverton, OR 97005-6453 Attn: Legal Dept., Contracts Specialist – Sports Marketing COE (if faxed, to 503- 646-6926)	Boise State University 1910 University Drive Boise, ID, 83725 Attn: Director of Athletics With a copy to: General Counsel
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24. RELATIONSHIP OF PARTIES.

The parties shall perform hereunder as independent contractors. Accordingly, nothing contained in this Agreement shall be construed as establishing an employer/employee, partnership or joint venture relationship between UNIVERSITY and NIKE.

## 25. ASSIGNMENT/DELEGATION/PASS THROUGH.

- (a) This Agreement and the rights and obligations of UNIVERSITY hereunder are personal to UNIVERSITY and shall not be assigned or delegated by UNIVERSITY. Any assignment by UNIVERSITY shall be invalid and of no force or effect and upon any such unauthorized assignment, NIKE may, at its option, immediately terminate this Agreement upon written notice to UNIVERSITY.
- (b) The rights granted to NIKE by UNIVERSITY hereunder are personal to NIKE and shall not be assigned, delegated or passed-through outside of the NIKE Group and/or digital product partner relating to digital product solely, without UNIVERSITY's prior approval, which approval shall not be unreasonably withheld. Any unauthorized assignment by NIKE shall be invalid and of no force or effect and upon any such unauthorized assignment, UNIVERSITY may, at its option, immediately terminate this Agreement upon written notice to NIKE.

## 26. WAIVER.

The failure at any time of UNIVERSITY or NIKE to demand strict performance by the other of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof, and either party may, at any time, demand strict and complete performance by the other party of such terms, covenants and conditions.

## 27. SEVERABILITY.

Every provision of this Agreement is severable. If any term or provision hereof is held to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement or any other provision and the illegal, invalid or unenforceable provision shall be deemed by the parties as replaced by such substitute provision as shall be drafted and agreed to in writing by the parties, in such form and substance as shall be legally valid, and as shall accomplish as near as possible the purpose and intent of the invalidated provision.

## 28. ADDITIONAL WARRANTIES.

- (a) UNIVERSITY represents warrants and covenants that, in connection with the Covered Programs:
  - (1) To the extent UNIVERSITY has approval rights over the use by any third-party (e.g., other athletic program sponsors, broadcast partners, etc.) of any photographs of footage in which NIKE Products appear as actually worn/used by Team members, Coaches and Staff (e.g., game-action photos, photo day shots, etc.), it shall not approve or permit such photos to be used with any NIKE Marks that appear therein airbrushed, digitally altered or otherwise obscured.
  - (2) No agreement, contract, understanding to which UNIVERSITY is a party or applicable rule of any national, international or collegiate governing body exists which would prevent or limit performance of any of the obligations of UNIVERSITY hereunder.
  - (3) Neither UNIVERSITY, Coach nor any Staff member is party to any oral or written agreement, contract or understanding which would prevent or limit the performance of any obligations hereunder of UNIVERSITY, Coach or any Staff member. UNIVERSITY further represents, warrants and covenants that during the Term UNIVERSITY will not (and will not permit its agents or multi-media rights partner(s) [e.g., Broncos Sports Properties], as applicable):

- (i) Sponsor, endorse or allow Coach or any Staff member to sponsor, endorse, wear and/or use athletic footwear or other Products, Dynamic Athletic Rating, Dynamic Athletic Training, or running/fitness social networks designed, licensed, manufactured, branded, sold, hosted or presented by or on behalf of any manufacturer other than NIKE;
  - (ii) Enter into, or allow Coach or any Staff member to enter into, any endorsement, promotional, consulting or similar agreement (including the sale of signage or other media) with any manufacturer of Products other than NIKE;
  - (iii) Sell to any person or entity Products purchased or provided hereunder by NIKE, except for the sale of game-worn jerseys for fundraising/auction purposes or in the normal course of disposal of surplus property;
  - (iv) Permit the trade name, trademark, name, logo or any other identification of any manufacturer of Products other than NIKE to appear on signage at Covered Program Activities except as required by the party that owns or controls the facility or facilities in which such activities occur; or
  - (v) Take any action inconsistent with the endorsement of NIKE Products, or allow Coach or any Staff member to take any such action.
- (4) It has the full legal right and authority to enter into and fully perform this Agreement in accordance with its terms and to grant to NIKE all the rights granted herein.
- (5) Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be construed as (i) prohibiting UNIVERSITY from entering into agreements with an entity that has an incidental business involving Fitness Devices (e.g., a mobile phone or consumer electronics company) provided any such agreement does not permit the supply to and/or use by UNIVERSITY of any such products, any Dynamic Athletic Rating System or Dynamic Athletic Training Program, or any third-party or brand associated with footwear or apparel; (ii) requiring UNIVERSITY, Coach, Staff or Teams to use any NIKE Fitness Device; or (iii) prohibiting UNIVERSITY, Coach, Staff or Teams from engaging any personal trainer, using any training facility/fitness club, equipment, Fitness Device or following any training program or regiment of its/their choice, provided none of the foregoing in this subparagraph are associated with a footwear or apparel brand.
- (b) NIKE represents warrants and covenants that:
- (1) It has the full right, power and authority to enter into and perform its obligations under this Agreement;
  - (2) All NIKE subcontracted factories used in connection with the manufacture of NIKE Products supplied to UNIVERSITY pursuant to this Agreement shall be subject to NIKE internal, and independent external, systematic monitoring for compliance with both the NIKE Code of Conduct (the "NIKE Code") and the Fair Labor Association (the "FLA") Workplace Code of Conduct, supplemented by the FLA Compliance Benchmarks (collectively, the "FLA Code"), and its Principles of Monitoring (attached hereto as Schedule B); and



- (3) It shall not knowingly perform or conduct any activity or exercise any of its rights in any manner that could compromise a student-athlete's eligibility under NCAA or Conference rules, regulations or legislation.

29. CONFIDENTIALITY.

Subject to the laws of the state of Idaho, UNIVERSITY shall not (nor shall it permit or cause its employees, agents, attorneys, accountants or representatives to) disclose the financial or other material terms of this Agreement, the marketing plans of NIKE, or other confidential material or information disclosed by NIKE to UNIVERSITY (or by UNIVERSITY to NIKE) (including information disclosed during audit) to any third party, except its trustees or as may be required by law or as may be mutually agreed upon by the parties. Notwithstanding the foregoing, the terms of this Agreement shall be subject to public disclosure in accordance with the provisions of Idaho code. This Paragraph shall survive the expiration or termination of this Agreement.

30. CAPTIONS; CONTRACT CONSTRUCTION.

Paragraph captions and other headings contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of the Agreement or any provision hereof. Notwithstanding any provision contained heretofore in this Agreement, the provisions of this Agreement shall be construed in a manner that is consistent with the intentions of UNIVERSITY and NIKE in that signs and messages and other sponsorship rights described in Section 2 and elsewhere, and payments made hereunder conform with the "qualified sponsorship rules of section 513(i) of the Internal Revenue Code and related regulations. Consistent with that intent, no sponsorship messaging provided by NIKE under this Agreement shall contain qualitative or comparative language, price information or other indication of savings or value associated with a product or service, a call to action, an endorsement or an inducement to buy, sell, rent or lease NIKE products or services.

31. ENTIRE AGREEMENT.

As of the effective date hereof, this Agreement shall constitute the entire understanding between UNIVERSITY and NIKE as to the matter set forth herein and may not be altered or modified except by a written agreement, signed by both parties. Any previous agreements between UNIVERSITY and NIKE in connection with the matter set forth herein shall have no further force or effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date written below.

BOISE STATE UNIVERSITY

By: Mark Coyle  
Mark Coyle  
Executive Director of Athletics

By: Stacy Pearson  
Stacy Pearson  
Vice President, Finance & Administration

Dated: \_\_\_\_\_

NIKE USA, Inc.

By: Tommy Kain  
Tommy Kain  
Vice President, North America Sports Marketing

By: Gary D. Way 4/23/12  
Gary D. Way  
Global Counsel, Sports Marketing

**EXHIBIT A**  
**University Marks**



# BOISE STATE UNIVERSITY BRONCOS

JANUARY 30, 2011

The abbreviation BSU or initial B is not permitted in merchandise. "TM" must reverse out to white when used on dark background. Use of the word "BRONCOS" or logos #5-7 and 18-20 must be accompanied with "BOISE STATE" somewhere on the product. Logos #18-20 should only be used if product requires straight edge - otherwise use logos #5-7. Left facing Bronco logo only permitted if placement of logo is on left side of hat.

PRIMARY MARKS			
1	2	3	4
All versions on dark backgrounds should refer to this mark			
SECONDARY MARKS			
5	6	7	
8	9	10	11
12	13		
14	15	16	
17	18	19	20

COLOR INFORMATION			
SCHOOL COLORS		PANTONE COLORS	
ORANGE	PANTONE 172	MADEIRA 1378	RA 2397
BLUE	PANTONE 285	MADEIRA 1134	RA 2302
WHITE	BLACK	WHITE	WHITE
THREAD COLORS		PANTONE COLORS	
		MADEIRA 1378	RA 2397
		MADEIRA 1134	RA 2302
		WHITE	WHITE
		BLUE	BLUE

You must use the approved university colors or the "PANTONE" colors listed on this page. The colors on this page are not intended to match the PANTONE color standards. For the PANTONE color standards, refer to the current editions of the PANTONE color publications. "PANTONE" is a registered trademark of PANTONE, Inc.

NOTE: The marks of Boise State University are controlled under a licensing program administered by The Collegiate Licensing Company. Any use of these marks will require written approval from The Collegiate Licensing Company.

VERBIAGE		GENERAL INFORMATION	
Boise State University™	Bronco Nation™	LOCATION: BOISE, ID	ESTABLISHED DATE: 1932
Boise State™	Blue Turf™	MASCOT: BRONCOS	CONFERENCE: MOUNTAIN WEST CONFERENCE
Broncos™	The Blue™	MASCOT NICKNAME: BUSTER BRONCO	(PAC-12) - WRESTLING
No camouflage permitted, other than on caps.			
WORD MARKS		HELMET MARKS	
21	22	23	30
24	25	26	31
27	28	29	
INSTITUTIONAL MARKS		MASCOT MARK	SCHOOL SEAL
32	35	40	43
33	36	41	44
34	37		
38	39		

## ADDITIONAL PERTINENT INFORMATION

UNIVERSITY SEAL PERMITTED ON PRODUCTS FOR RESALE:	
Yes	No
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Restrictions	
Only graduation products.	
Limited	
See jersey comments below.	
Limited approvals of slogans.	
NO USE OF current player's name, image, or likeness is permitted on commercial products in violation of NCAA rules and regulations.	
NO REFERENCES to alcohol, drugs, tobacco, or weapons related products may be used in conjunction with University marks.	
Only numbers on replica jerseys are permitted. For non-Nike replicas, only 0, 00, or 1 are permitted.	

**SCHEDULE A****Pre-existing Contract**

PROGRAM	SUPPLIED PRODUCT	SUPPLIER NAME	CONTRACT EXPIRATION

**SCHEDULE B****FLA Workplace Code of Conduct and Principles of Monitoring Forced Labor**

There shall not be any use of forced labor, whether in the form of prison labor, indentured labor, bonded labor or otherwise.

**Child Labor**

No person shall be employed at an age younger than 15 (or 14 where the law of the country of manufacture allows\*) or younger than the age for completing compulsory education in the country of manufacture where such age is higher than 15.

**Harassment or Abuse**

Every employee shall be treated with respect and dignity. No employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse.

**Nondiscrimination**

No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin.

**Health and Safety**

Employers shall provide a safe and healthy working environment to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of employer facilities.

**Freedom of Association and Collective Bargaining**

Employers shall recognize and respect the right of employees to freedom of association and collective bargaining.

**Wages and Benefits**

Employers recognize that wages are essential to meeting employees' basic needs. Employers shall pay employees, as a floor, at least the minimum wage required by local law or the prevailing industry wage, whichever is higher, and shall provide legally mandated benefits.

**Hours of Work**

Except in extraordinary business circumstances, employees shall (i) not be required to work more than the lesser of (a) 48 hours per week and 12 hours overtime or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture or, where the laws of such country do not limit the hours of work, the regular work week in such country plus 12 hours overtime and (ii) be entitled to at least one day off in every seven day period.

**Overtime Compensation**

In addition to their compensation for regular hours of work, employees shall be compensated for overtime hours at such premium rate as is legally required in the country of manufacture or, in those countries where such laws do not exist, at a rate at least equal to their regular hourly compensation rate.

Any Company that determines to adopt the Workplace Code of Conduct shall, in addition to complying with all applicable laws of the country of manufacture, comply with and support the Workplace Code of Conduct in accordance with the attached Principles of Monitoring and shall apply the higher standard in cases of differences or conflicts. Any Company that determines to adopt the Workplace Code of Conduct also shall require its licensees and contractors and, in the case of a retailer, its suppliers to comply with applicable local laws and with this Code in

accordance with the Principles of Monitoring and to apply the higher standard in cases of differences or conflicts.

\*All references to local law throughout this Code shall include regulations implemented in accordance with applicable local law.

**Monitoring Guidance and Compliance Benchmarks:**

<http://www.fairlabor.org/about/monitoring/compliance>

**IDAHO DIVISION OF VOCATIONAL REHABILITATION**

**SUBJECT**

Idaho State Rehabilitation Council Membership (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 a three-year term.
April 2018	Board appointed two current members to the Council and one new member.

**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**

GOAL 2: EDUCATIONAL ATTAINMENT: Objective C: Access

**BACKGROUND/DISCUSSION**

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

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

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

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

**CONSENT**  
**JUNE 21, 2018**

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- iv. At least one qualified vocational rehabilitation counselor with knowledge of and experience with vocational rehabilitation programs who serves as an ex officio, nonvoting member of the Council if employed by the designated State agency;
- v. At least one representative of community rehabilitation program service providers;
- vi. Four representatives of business, industry, and labor;
- vii. Representatives of disability groups that include a cross section of (A) Individuals with physical, cognitive, sensory, and mental disabilities; and (B) Representatives of individuals with disabilities who have difficulty representing themselves or are unable due to their disabilities to represent themselves;
- 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 two (2) nominations for Board approval: The Council would like to nominate Kenna Buckner to serve as a representative of a community rehabilitation program. Kenna will fill the vacancy left by Lori Gentillon whose 2<sup>nd</sup> term ends June 30, 2018. The Council would also like to nominate Darin Lindig to represent business, industry and labor.

**CONSENT**  
**JUNE 21, 2018**

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**IMPACT**

The above (2) appointments will bring the Council membership to a total of (17) seventeen with no vacancies. Minimum composition for the council is 15 members.

**ATTACHMENTS**

Attachment 1 - Current Council Membership  
Attachment 2 – Kenna Buckner Letter of Interest  
Attachment 3 – Darin Lindig Statement of Interest

**STAFF COMMENTS AND RECOMMENDATIONS**

The requested appointments and reappointments meet the provisions of Board policy IV.G. State Rehabilitation Council, and the applicable federal regulations.

Staff recommends approval.

**BOARD ACTION**

I move to approve the appointment of Kenna Buckner to the State Rehabilitation Council as a representative for a community rehabilitation provider 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 appointment of Darin Lindig to the State Rehabilitation Council as a representative for business, industry and labor for a term of three years effective June 1, 2018 ending May 31, 2021.

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



**CONSENT  
JUNE 21, 2018**

**ATTACHMENT 1**

**State Rehabilitation Council Membership as of May 31, 2018**

<b>Members Shall Represent:</b>	<b>Number of Representatives Required</b>	<b>Name</b>	<b>Term Ends</b>
<b>Former Applicant or Recipient</b>	Minimum 1	Joe Anderson	5/31/2020
<b>Parent Training &amp; Information Center...</b>	Minimum 1	Sarah Tueller	6/30/2021
<b>Client Assistant Program</b>	Minimum 1	Dina Flores - Brewer	no end date
<b>VR Counselor</b>	Minimum 1	Suzette Whiting	6/30/2021
<b>Community Rehabilitation Program</b>	Minimum 1	Lori Gentillon/ <b>vacating</b>	6/30/2018
<b>Business, Industry and Labor</b>	Minimum 4	Lucas Rose	6/30/2020
		vacant	
		Ron Oberleitner	3/31/2020
		Robert Atkins	12/31/2020
<b>Disability Advocacy groups</b>	No minimum or maximum	Molly Sherpa	3/31/2020
		Janice Carson	3/31/2020
		Mike Hauser	2/28/2021
<b>State Independent Living Council</b>	Minimum 1	Mel Leviton	9/30/2018
<b>Department of Education</b>	Minimum 1	Kenrick Lester	6/30/2020
<b>Director of Vocational Rehabilitation</b>	Minimum 1	Jane Donnellan	No end date
<b>Idaho's Native American Tribes</b>	Minimum 1	Ramona Medicine Horse	No end date
<b>Workforce Development Council</b>	Minimum 1	Gordon Graff	8/31/2018
Revised 5/10/2018			



**CONSENT  
JUNE 21, 2018**

**ATTACHMENT 2**

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February 22, 2018

To whom it may concern;

I am writing this letter to explain why I would like to serve on the State Rehabilitation Council. As a Community Rehabilitation Program, Vocational Rehabilitation Manager, I am vested in the services provided to Idahoans with disabilities. I would like the opportunity to participate in continued dialog to ensure continued success of employment for individuals with disabilities as well as provide input where services may be able to be improved.

As a student at Lewis Clark State College, I was member of the Students of Social Work club and participated in various actives to better the lives of underprivileged individuals in Idaho. For example, I met with local legislators to encourage implementation of new legislation to benefit children, individuals with disabilities, and the elderly.

I have effectively worked with various agencies in Spokane to organize Access Spokane. A large job fair geared to employment of individuals with disabilities.

In addition, I am currently Vice Chair of the Nez Perce Vocational Rehabilitation Services Advisory Committee.

I currently contract with Idaho Division of Vocational Rehabilitation to provide job placement services to individuals residing in Lewiston, Moscow, Orofino, and Grangeville Idaho.

I am happy to answer any questions you may have. Please feel free to contact me.

Sincerely,



Kenna Buckner  
208-791-4228

**Darin Lindig Letter of Interest**

HP is committed to diversity and inclusion. Much of the local progress is driven through our internal employee disability group. Through our corporate and local groups, we are aiming to improve our recruiting, hiring, retention, and job satisfaction of people with disabilities. I hope by serving on the SRC I could help improve our state's disability employment outcomes, bring back to HP lessons learned from VR and other companies, as well as promote disability VR employment opportunities to other companies.

Personally, I have children with disabilities, some who have benefitted greatly from VR services. I also happen to be married to a Rockstar.

Darin Lindig

**CONSENT**  
**JUNE 21, 2018**

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**SUBJECT**

Data Management Council Appointment

**REFERENCE**

June 2016	The Board reappointed Georgia Smith, Don Coberly, Chris Campbell, Matthew Rauch, and Shari Ellertson and appointed Connie Black to the Data Management Council.
June 2017	The Board reappointed Tami Haft, Carson Howell, Todd King, Heather Luchte, and Vince Miller to the Data Management Council.
October 2017	The Board appointed Luke Schroeder to the Data Management Council.

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**ALIGNMENT WITH STRATEGIC PLAN**

GOAL 1: EDUCATIONAL SYSTEM ALIGNMENT: Data Access and Transparency

**BACKGROUND/DISCUSSION**

The Data Management Council (Council) is tasked with making recommendations on the oversight and development of the Educational Analytics System of Idaho (EASI) and oversees the creation, maintenance and usage of this P-20 and Workforce system. There are 12 seats on the Council. The Council consists of:

- One representative from the Office of the State Board of Education.
- Three representatives from public postsecondary institutions, of whom at least one shall be from a community college and no more than one member from any one institution.
- One representative who serves as the registrar at an Idaho public postsecondary institution, which may be from the same institution represented in subsection 3.c. above.
- Two representatives from the State Department of Education.
- Three representatives from a school district, with at least one from an urban district and one from a rural district, and no more than one member from any one district.
- One representative from the Division of Career Technical Education.
- One representative from the Department of Labor.

Each year half of the seats are up for appointment. Each term is two years commencing on July 1<sup>st</sup>. The candidates for reappointment are:

- Chris Campbell (State Department of Education) – Original Appointment June 2015

**CONSENT**  
**JUNE 21, 2018**

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- Don Coberly (Boise School District, Superintendent) – Original Appointment October 2015
- Matthew Rauch (Kuna School District, Database Manager) – Original Appointment February 2015
- Georgia Smith (Idaho Department of Labor, Deputy Director) – Original Appointment by Executive Director in 2011 (authorized by Board October 2011)

**IMPACT**

Appointment of these individuals will fill all but two seats on the Data Management Council. A seat reserved for a community college will be open July 1, due to the completion of Connie Black's term. A seat reserved for a 4-year college or university will be open July 1, due to the completion of Shari Ellertson's term. The Data Management Council is currently seeking nominations of individuals who would be willing to fill those roles.

**ATTACHMENTS**

Attachment 1 – Current Council Membership

Attachment 2 – Reappointments - Statements of Interest

**STAFF COMMENTS AND RECOMMENDATIONS**

All of the individuals being considered for reappointment have been active members of the Council and have expressed an interest in continuing to serve. For the open seats, the Data Management Council has requested names of colleagues that are familiar with data security and might be willing to serve on the Council. Those identified individuals are then contacted and asked to provide a letter of interest and qualifications. The Data Management Council will then meet to discuss the materials provided and vote on names to bring forward to the Board for later appointment.

Changes in the Board office require a change in the representative to the Data Management Council. Carson Howell is no longer serving as the Chief Research Officer. It is recommended that Cathleen McHugh, the new Chief Research Officer, replace Carson Howell on the Council and assume the remainder of his term.

Staff recommends approval.

**BOARD ACTION**

I move to approve the reappointment of Chris Campbell to the Data Management Council as a representative of the Department of Education for a term commencing July 1, 2018 and ending June 30, 2020.

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

**CONSENT**  
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I move to approve the reappointment of Don Coberly to the Data Management Council as a school district representative for a term commencing July 1, 2018 and ending June 30, 2020.

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

I move to approve the reappointment of Mathew Rauch to the Data Management Council as a school district representative for a term commencing July 1, 2018 and ending June 30, 2020.

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

I move to approve the reappointment of Georgia Smith to the Data Management Council as a representative of the Department of Labor for a term commencing July 1, 2018 and ending June 30, 2020.

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

I move to approve the appointment of Cathleen McHugh to fill the remainder of Carson Howell's term on the Data Management Council, ending June 30, 2019.

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

**CONSENT  
JUNE 21, 2018**

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**ATTACHMENT 1**

**Idaho State Board of Education  
DATA MANAGEMENT COUNCIL  
Current Membership**

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Luke Schroeder  
Kimberly School District  
**Term: November 1, 2017 – June 30, 2019**

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Connie Black  
College of Western Idaho  
**Term: July 1, 2016 – June 30, 2018**

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Tami Haft  
North Idaho College  
**Term: July 1, 2017 – June 30, 2019**

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Chris Campbell – Vice Chair  
State Department of Education  
**Term: July 1, 2016 – June 30, 2018**

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Carson Howell - Chair  
Office of the State Board of Education  
**Term: July 1, 2017 – June 30, 2019**

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Don Coberly  
Boise School District  
**Term: July 1, 2016 – June 30, 2018**

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Todd King  
State Department of Education  
**Term: July 1, 2017 – June 30, 2019**

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Shari Ellertson – Secretary  
Boise State University  
**Term: July 1, 2016 – June 30, 2018**

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Heather Luchte  
Career Technical Education  
**Term: July 1, 2017 – June 30, 2019**

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Matthew Rauch  
Kuna School District  
**Term: July 1, 2016 – June 30, 2018**

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Vince Miller  
Idaho State University  
**Term: July 1, 2017 – June 30, 2019**

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Georgia Smith  
Department of Labor  
**Term: July 1, 2016 – June 30, 2018**

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**Notification of Interest**

**From:** Matthew Rauch [<mailto:mrauch@kunaschools.org>]  
**Sent:** Thursday, June 07, 2018 7:44 AM  
**To:** Cathleen McHugh <[Cathleen.McHugh@osbe.idaho.gov](mailto:Cathleen.McHugh@osbe.idaho.gov)>  
**Subject:** Re: Reappointment

I am interested in continuing with the Data Management Council. I didn't realize my term had expired. Thank you for this opportunity to serve the State of Idaho Board and I wish to continue for many years and help direct the work.

**From:** Georgia Smith <[Georgia.Smith@labor.idaho.gov](mailto:Georgia.Smith@labor.idaho.gov)>  
**Sent:** Wednesday, May 16, 2018 4:24 PM  
**To:** Carson Howell <[Carson.Howell@osbe.idaho.gov](mailto:Carson.Howell@osbe.idaho.gov)>  
**Subject:** RE: [EXTERNAL] DMC

First and foremost, congratulations on your new job! I hope it's a promotion for you. I will miss your leadership on the DMC.

As for serving on the DMC,

My involvement in the DMC has been beneficial to the department, to me and hopefully to the DMC, OSBE and our WIOA partners. I serve as the records custodian for the Idaho Department of Labor. Being involved in reviewing the proposals has given me a greater understanding of the importance of Labor data to the reporting responsibilities for OSBE, CTE, VocRehab and the rest of our college and university partners. I found the course we took in ethical research practices to be invaluable. I am also acutely aware of the role attendance plays in our ability to obtain a quorum and how not having a quorum adversely affects research timelines. I enjoy being part of the group and I am happy to step up and help serve in the capacity of secretary anytime.

Bottom line: I am interested in serving as long as I can.

**Georgia Smith** | Deputy Director  
Communications & Research  
Idaho Department of Labor  
317 West Main Street | Boise, ID 83735  
208-332-3570 ext. 2102  
Cell: 208-841-5509  
Fax: 208-334-6455  
[Georgia.Smith@labor.idaho.gov](mailto:Georgia.Smith@labor.idaho.gov)



**CONSENT**  
**JUNE 21, 2018**

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**From:** Chris Campbell [<mailto:cacampbell@sde.idaho.gov>]  
**Sent:** Thursday, June 07, 2018 11:44 PM  
**To:** Cathleen McHugh <[Cathleen.McHugh@osbe.idaho.gov](mailto:Cathleen.McHugh@osbe.idaho.gov)>  
**Subject:** Re: Reappointment

Cathleen,

I am very interested in continuing to represent the SDE on the Data Management Council. It would be my honor to continue working toward improving transparency while addressing security of student data.

Please let me know if you need any further information from me.

Thank you,

Christopher Campbell

**From:** Don Coberly <[don.coberly@boiseschools.org](mailto:don.coberly@boiseschools.org)>  
**Sent:** Wednesday, May 16, 2018 3:57 PM  
**To:** Carson Howell <[Carson.Howell@osbe.idaho.gov](mailto:Carson.Howell@osbe.idaho.gov)>  
**Subject:** Re: DMC

I'd be happy to.

Don

On Wed, May 16, 2018 at 3:53 PM, Carson Howell <[Carson.Howell@osbe.idaho.gov](mailto:Carson.Howell@osbe.idaho.gov)> wrote:

Don,

We are preparing the Board materials for the June meeting and your term on the DMC is ending. I just wanted to check with you on whether you had interest in serving another term on the Council.

Thanks,

Carson



**CONSENT**  
**JUNE 21, 2018**

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**SUBJECT**

Accountability Oversight Committee Appointments

**REFERENCE**

April 2010	Board approved second reading of Board Policy III.AA, creating the Accountability Oversight Committee
April 2016	Board approved second reading of amendment to Board Policy I.Q. to revise the Accountability Oversight Committee membership by adding a fifth at-large member who has a background in special education.
May 2016	Board approved the appointment of Julian Duffey and Roger Stewart.
June 2016	Board approved the appointment of Rob Sauer.
Jun 2017	Board approved reappointment of John Goedde and Jackie Thomason.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section I.Q.  
Accountability Oversight Committee

**ALIGNMENT WITH STRATEGIC PLAN**

GOAL 1: EDUCATIONAL SYSTEM ALIGNMENT: Data Access and Transparency  
GOAL 2: EDUCATIONAL ATTAINMENT: Objective A: Higher Level of Educational Attainment

**BACKGROUND/DISCUSSION**

The Accountability Oversight Committee was established in April 2010 as an ad-hoc committee of the Idaho State Board of Education. It provides oversight of the K-12 statewide assessment system, ensures effectiveness of the statewide system, and recommends improvements or changes as needed to the Board.

The committee consists of:

- The Superintendent of Public Instruction or designee,
- Two Board members, and
- Five at-large members appointed by the Board, one of whom must have a special education background.

Julian Duffey and Roger Stewart were appointed in May 2016 and Rob Sauer was appointed in June 2016. Julian Duffey serves as the at-large member with special education experience. The initial terms for these members will end on June 30, 2018. The Accountability Oversight Committee has recommended them for reappointment.

**CONSENT**  
**JUNE 21, 2018**

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Julian Duffey is the Special Education Director for Bonneville Joint School District. Julian has a Master of Education in Educational Administration and is an adjunct professor at Idaho State University, having taught courses in the Department of Special Education and Department of Educational Leadership and Instructional Design. Julian is Past President of the Idaho Council for Exceptional Children. He previously spent four years as a Vice Principal and three years as a special education teacher in Eastern Idaho school districts. Julian was a member of the United States Navy for seven years.

Rob Sauer is completing his sixth year as the Superintendent of Homedale School District. Rob was previously the Deputy Superintendent for the Idaho State Department of Education. In the past, Rob served as a member of the Professional Standards Commission and was on the boards of Idaho Digital Learning and the Idaho High School Activities Association. Before moving into district administration, Rob spent 13 years as teacher and principal in two rural Idaho school districts. Rob has a Master of Education Leadership from the University of Idaho. In 2005, he was the first Idaho administrator to receive the Milken Family Foundation National Educator Award.

Roger Stewart has a Ph.D. in Curriculum and Instruction and is professor in the Literacy, Language, and Culture Department at Boise State University. His research interests include large-scale assessments and their influence on instruction and school change. Roger has been a faculty member at Boise State since 1995, and previously taught at University of Wyoming and Purdue University. Roger was a classroom teacher in Indiana for six years.

**IMPACT**

Approval of Julian Duffey, Rob Sauer, and Roger Stewart will maintain filled at-large seats on the Committee through June 30, 2019.

**ATTACHMENTS**

Attachment 1 – Current Membership List

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Pursuant to Board Policy I.Q., terms run from July 1 through June 30 of the applicable year. In making at-large appointments to the Accountability Oversight Committee, consideration should be given to the appointees' background, representative district / school size, and regional distribution. Staff recommends approval of the re-appointment of Julian Duffey, Rob Sauer, and Roger Stewart.

**BOARD ACTION**

I move to approve the reappointment of Julian Duffey to the Accountability Oversight Committee for a term of 2 years commencing July 1, 2018 and ending on June 30, 2020.

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

**CONSENT**  
**JUNE 21, 2018**

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I move to approve the reappointment of Rob Sauer to the Accountability Oversight Committee for a term of 2 years commencing July 1, 2018 and ending on June 30, 2020.

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

I move to approve the reappointment of Roger Stewart to the Accountability Oversight Committee for a term of 2 years commencing July 1, 2018 and ending on June 30, 2020.

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

**CONSENT  
JUNE 21, 2018**

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**ATTACHMENT 1**

**ACCOUNTABILITY OVERSIGHT COMMITTEE  
JULY 2018**

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State Board of Education Member –  
Ex-Officio

Debbie Critchfield

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State Board of Education Member –  
Ex-Officio

Linda Clark

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Superintendent of Public Instruction or Designee –  
Ex-Officio

Pete Koehler  
Deputy Superintendent  
State Department of Education

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Member At Large and Committee Chair  
Term: July 1, 2017- June 30, 2019

Jackie Thomason  
Former Chief Academic Officer  
West Ada School District #2

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Member At Large  
Term: July 1, 2017-June 30, 2019

John Goedde  
Former Idaho State Senator  
Former School Board Trustee, Coeur d'Alene District  
#271

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Member At Large  
Term: May 19, 2016 - June 30, 2018

Roger Stewart  
Professor, College of Education  
Boise State University

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Member At Large  
Term: July 1, 2016 - June 30, 2018

Rob Sauer  
Superintendent  
Homedale School District #370

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Member At Large (Special Education)  
Term: May 19, 2016 - June 30, 2018

Julian Duffey  
Special Education Director  
Bonneville Joint School District #93

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Board Staff Support

Alison Henken  
K-12 Accountability and Projects Program Manager  
Office of the State Board of Education  
[alison.henken@osbe.idaho.gov](mailto:alison.henken@osbe.idaho.gov)  
208-332-1579

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**CONSENT**  
**JUNE 21, 2018**

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**SUBJECT**

Institution President Approved Alcohol Permits

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**ALIGNMENT WITH STRATEGIC PLAN**

Governance/Oversight required through Board policy to assure a safe environment for students conducive to the institutions mission of educating students.

**BACKGROUND/DISCUSSION**

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

The last update presented to the Board was at the Regular April 2018 Board meeting. Since that meeting, Board staff has received fifty-nine (59) permits from Boise State University, twenty-one (21) permits from Idaho State University, twenty six (26) permits from the University of Idaho and nine (9) 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

**BOARD ACTION**

I move to accept the report on institution president approved alcohol permits.

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

**CONSENT  
JUNE 21, 2018**

**ATTACHMENT 1**

<b>APPROVED ALCOHOL SERVICE AT BOISE STATE UNIVERSITY March 2018 – January 2019</b>				
<b>EVENT</b>	<b>LOCATION</b>	<b>Institution Sponsor</b>	<b>Outside Sponsor</b>	<b>DATE (S)</b>
American Culinary Federation Chapter Meeting	Student Union Building Bergquist Lounge		X	3/26/2018
College of Education 25 Year Doctoral Program	Stueckle Sky Center	X		4/03/2018
St. Lukes Hospital Awards for Donors	Stueckle Sky Center		X	4/04/2018
Gene Harris Jazz Festival	Morrison Center	X		4/06/2018
Henry's Fork Foundation Gala	Stueckle Sky Center	X		4/06/2018
EMBA Open House 17/18	COBE	X		4/06/2018
Dennis Miller	Morrison Center		X	4/07/2018
Distinguished Lecture Series Reception	Morrison Center	X		4/08/2018
Distinguished Professor Reception	Ben Victor Gallery and Workshop	X		4/10/2018
Future of the Arts	Stueckle Sky Center	X		4/11/2018
Hall of Fame Induction Ceremony	Stueckle Sky Center	X		4/13/2018
Boise Philharmonic	Morrison Center		X	4/14/2018
RAIN	Morrison Center		X	4/16/2018
Protecting Idaho's Water for Idaho's Future	Student Union Building Jordan ABC	X		4/17/2018
Swan Lake	Morrison Center		X	4/20/2018
Ballet of Idaho	Morrison Center		X	4/21/2018
Wassmuth Center for Human Rights	Morrison Center		X	4/26/2018
Rockies Advertising Awards	Stueckle Sky Center		X	4/8/2018
VPASA Appreciation Social	Alumni and Friends Center	X		5/01/2018
President's Club Spring Celebration	Student Union Building Simplot	X		5/03/2018
MBA Spring Graduation Celebration	COBE	X		5/04/2018

**CONSENT  
JUNE 21, 2018**

<b>EVENT</b>	<b>LOCATION</b>	<b>Institution Sponsor</b>	<b>Outside Sponsor</b>	<b>DATE (S)</b>
Chris Botti	Morrison Center		X	5/06/2018
Marty Schimpf Retirement Reception	Education Building	X		5/07/2018
School of Public Service Commitment to Idaho	Student Union Building Simplot Ballroom	X		5/08/2018
Marks, Val & Peta	Morrison Center		X	5/08/2018
Physicians Task Force	COBE	X		5/09/2018
Human Environmental Systems Reception	Stueckle Sky Center	X		5/09/2018
Professional Staff Association Appreciation Event	Stueckle Sky Center	X		5/10/2018
A Gentleman's Guide to Love and Murder	Morrison Center		X	5/11/2018
Annual BBQ for members of the Alumni Association	Alumni and Friends Center	X		5/16/2018
2018 ISPE Annual Meeting	Student Union Building Simplot Ballroom AC	X		5/17/2018
NLN Simulation Conference	Student Union Building	X		5/18/2018
Lion King VIP Reception	Morrison Center		X	5/21/2018
Satterlee Send-Off Reception	Alumni and Friends Center	X		5/22/2018
Celtic Woman	Morrison Center		X	5/29/2018
Networking Event, US Air Force Electrical Engineering Conference	Stueckle Sky Center		X	5/31/2018
Morrison Center Volunteer Banquet	Stueckle Sky Center	X		6/03/2018
American Gas Association	Stueckle Sky Center		X	6/04/2018
Reception for CATCH	Stueckle Sky Center		X	6/06/2018
Kingston Trio & The Limelites	Morrison Center		X	6/07/2018
Guide Morrison	Stueckle Sky Center		X	6/07/2018
Steely Dan/Doobie Brothers Concert	Taco Bell Arena		X	6/09/2018
Dr. Smiley's Retirement Party	Stueckle Sky Center		X	6/09/2018
Jackie Evancho	Morrison Center		X	6/10/2018

**CONSENT  
JUNE 21, 2018**

<b>EVENT</b>	<b>LOCATION</b>	<b>Institution Sponsor</b>	<b>Outside Sponsor</b>	<b>DATE (S)</b>
Jersey Boys	Morrison Center		X	6/12/2018
ITAC-Idaho Threat Assessment Conference	Stueckle Sky Center		X	6/13/2018
HP Wide Technology Conference	Stueckle Sky Center		X	6/13/2018
Jersey Boys Pre-show	Morrison Center		X	6/13/2018
Katie Sewell's Retirement Party	COBE	X		6/21/2018
WWE Live	Taco Bell Arena		X	6/22/2018
Counting Crows Concert	Taco Bell Arena		X	6/27/2018
FMRI Graduation	Student Union Building Simplot		X	6/30/2018
Power Engineers Black Tie Dinner	COBE		X	7/09/2018
Albertsons Floral Department	Stueckle Sky Center		X	7/17/2018
Five Finger Death Punch & Breaking Benjamin	Taco Bell Arena		X	7/20/2018
Keith Urban Concert	Taco Bell Arena		X	9/28/2018
Fall Out Boy Concert	Taco Bell Arena		X	10/02/2018
Metallica Concert	Taco Bell Arena		X	11/28/2018
Elton John Concert	Taco Bell Arena		X	1/11/2019



**CONSENT  
JUNE 21, 2018**

<b>APPROVED ALCOHOL SERVICE AT IDAHO STATE UNIVERSITY April 2018 – June 2018</b>				
<b>EVENT</b>	<b>LOCATION</b>	<b>Institution Sponsor</b>	<b>Outside Sponsor</b>	<b>DATE (S)</b>
Casino Royale	Stephens Performing Arts Center	X		4/06/2018
Gem Legacy Donor Recognition Dinner	Stephens Performing Arts Center	X		4/13/2018
GAIN Reception	CAES Headquarters	X		4/18/2018
2018 Richard Stallings Banquet	Student Union Building Wood River Room		X	4/21/2018
Curlew Film and Panel Discussion	Student Union Building Wood/Little Wood River Room		X	4/26/2018
Southeast Idaho Military Ball	Student Union Building Ballroom	X		4/27/2018
Scholarship Brunch	Stephens Performing Arts Center		X	4/28/2018
Presidential Farewell Reception	Stephens Performing Arts Center	X		5/02/2018
CoSE Dean's Reception	Student Union Building Salmon River Suite	X		5/04/2018
Spring Celebration – College of Arts & Letters	Frazier Hall	X		5/04/2018
2018 KDHS Awards Reception	Stephens Performing Arts Center		X	5/04/2018
Commencement Luncheon	Student Union Building Wood River Room	X		5/05/2018
Camerata 50 <sup>th</sup> Anniversary	Stephens Performing Arts Center	X		5/08/2018
Conversations with Remarkable Women	Student Union Building Bennion		X	5/17/2018
ISU Fiddlers Competition	Fine Arts Building Art Gallery		X	5/19/2018
Eastern Idaho Community Action Partnership Annual Dinner	Student Union Building Bennion		X	5/22/2018
Force Wedding	Stephens Performing Arts Center		X	5/26/2018
Astronomical Idaho Opening Event	Museum	X		6/06/2018
Chamber After Hours	COB Building Lobby	X		6/21/2018
Lazalde Pevey Wedding	Idaho Falls Multi-Purpose		X	6/23/2018
Pocatello High School 1998 Reunion	Stephens Performing Arts Center		X	6/23/2018

**CONSENT  
JUNE 21, 2018**

<b>APPROVED ALCOHOL SERVICE AT UNIVERSITY OF IDAHO April 2018 – July 2018</b>				
<b>EVENT</b>	<b>LOCATION</b>	<b>Institution Sponsor</b>	<b>Outside Sponsor</b>	<b>DATE (S)</b>
Golden I Reunion Social	Hays Hall Alumni Lounge	X		4/04/2018
Marbling Demonstration	Art and Architect North Marbling Studio	X		4/09/2018
Leadership Academy Awards Ceremony and Dinner	Bruce Pitman Center	X		4/16/2018
Department of Physics Annual Awards Banquet	Commons Whitewater Room	X		4/17/2018
CAAP Dinner	Memorial Gym Main Gym	X		4/17/2018
Board Meeting Dinner	Memorial Gym	X		4/18/2018
College of Law/ISB Appellate Section Reception	ILJLC 514 W Jefferson St. Boise, ID	X		4/19/2018
Moms' Weekend Dinner & Entertainment	International Ballroom	X		4/21/2018
CALS Awards Banquet	Bruce Pitman Center	X		4/23/2018
University Awards for Excellence	International Ballroom	X		4/25/2018
UI Theatre Alumni Reception	Hays Hall Alumni Lounge	X		4/27/2018
Idaho Wheat Commission Signing Celebration	Ag Science Building Lobby	X		4/30/2018
Short and Sweet Talks Series	IRIC Atrium	X		5/02/2018
Joint Retirement Party – Sally Machlis, Diane Armpriest, Ellen Mckenzie	Prichard Art Gallery	X		5/03/2018
2018 Men's Golf League	Golf Course	X		5/03/2018
Student Awards Ceremony	Whitewater Room	X		5/11/2018
2018 President's Commencement Dinner	Bruce Pitman Center	X		5/11/2018
Retirement Reception – Lynn Baird	Library Second Floor	X		5/14/2108

**CONSENT  
JUNE 21, 2018**

Advisory Board reception	Water Center Boise, Idaho	X		5/17/2018
Barreth Badger	Bruce Pitman Center International Ballroom		X	5/19/2018
Dinner with the Provost	Commons	X		5/29/2018
INBRE Director's Reception	IRIC Atrium	X		6/13/2018
Friends Preview Reception – Summer Exhibit	Prichard Art Gallery	X		6/14/2018
Idaho Teacher's Institute Reception	ILJLC 514 W Jefferson St. Boise, ID	X		6/14/2018
UEC Golf Scramble	Golf Course	X		6/17/2018
Rocky Mountain Labor School BBQ	Green/Plaza	X		7/09/2018

**APPROVED ALCOHOL SERVICE AT  
LEWIS-CLARK STATE COLLEGE  
May 2018 – July 2018**

<b>EVENT</b>	<b>LOCATION</b>	<b>Institution Sponsor</b>	<b>Outside Sponsor</b>	<b>DATE (S)</b>
President's Welcome Reception Dinner	Gallery	X		5/03/2018
Jeff Karlin Musings Opening Reception	Gallery	X		5/04/2018
Hometown Wedding Reception	Gallery		X	5/19/2018
Wedding Reception – Ockwell & Miller	Gallery		X	5/26/2018
28 <sup>th</sup> Annual Confluence Grape & Grain Fundraiser	Gallery	X		4/20/2018
NAIA World Series Invitation Banquet Social	Activity Center	X		5/24/2018
Hometown Wedding Reception – O'Donnell & Fitzgerald	Galley		X	5/27/2018
IVMA Annual summer Meeting – Reception	Student Union Building		X	6/14/2018
IEA Summer Institute Keynote/Dinner	Williams Conference Center		X	7/27/2018

**CONSENT**  
**JUNE 21, 2018**

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**SUBJECT**

Coeur d'Alene School District – School District Boundary Correction  
(Annexation/Excision)

**REFERENCE**

February 2015	Board approved the annexation/excision of property from the Lakeland School District to the Coeur d'Alene School District and forwards the request to the electorate.
April 2015	Board approved the annexation/excision of property from the Post Falls School District to the Coeur d'Alene School District and forwards the request to the electorate.
June 2017	Board approved the correction to the legal description of Coeur d'Alene School District Boundary caused by two overlapping changes from different school districts.
December 2017	Board denied the annexation/Excision request between Lakeland and Coeur d'Alene School Districts

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-307, Idaho Code

**ALIGNMENT WITH STRATEGIC PLAN**

GOAL 2: EDUCATIONAL ATTAINMENT: Access

**BACKGROUND/DISCUSSION**

Section 33-307, Idaho Code, prescribes the requirements for correcting or altering school district boundaries and authorizes the State Board of Education to make corrections due to errors in the legal description of the boundaries or for any other reason. Section 33-308, Idaho Code, provides a process whereby the State Board of Education shall consider amendments to the boundaries of adjoining school districts and direct that an election be held, provided that the proposed excision and annexation is in the best interest of the children residing in the area described, and excision of the territory would not leave a school district with a bonded debt in excess of the limit prescribed by law. IDAPA 08.02.01.050 includes criteria for review of the petition by a hearing officer appointed by the Superintendent of Public Instruction for purposes of making recommendations to the State Board of Education. The Coeur d'Alene and Post Falls school districts have requested the State Board of Education, pursuant to the provisions of Section 33-307, Idaho Code correct the boundaries in Attachment 3.

In most instances the Board uses the provisions of Section 33-308, Idaho Code to consider the annexation and excision of property between school districts. As part of this process under Section 33-308, Idaho Code, a hearing officer provides public

**CONSENT**  
**JUNE 21, 2018**

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notice and conducts hearing and then based on that feedback makes recommendation to the Board addressing the statutory provisions. Following the recommendations from the hearing officer, should the Board approve the petition, boundary changes are then submitted to the county and the individuals residing within the affected areas have the opportunity to vote on the annexation/excision of their property into the adjoin school district.

The provisions of Section 33-307, Idaho Code allow the Board to correct school district boundaries without conducting hearings and without putting the question to the impacted electorate. This provision is generally used by the Board to correct technical errors that are found in the legal descriptions of school district boundaries. Section 33-307, Idaho Code, was used in the June 2017 action to incorporate two separate actions that overlapped each other, both were approved by the Board and the electorate. However, correction was required because the recorded legal description only incorporated one of the actions.

The two Boards of Trustees have met jointly and are requesting the proposed boundary amendments. Various subdivisions and roads have been built in areas that previously were vacant along the two school district joint boundaries resulting in homes in one district being closer to schools in the adjoining district. The attached proposal would “clean-up” the mutual boundary, moving property into the school district that makes the most sense when considering the route and proximity to existing and planned schools. The proposal would not substantially alter the two school districts current bonded debt. The amounts would remain within the limits prescribed by law. Attachment 3, Exhibit 5 provides the bonded debt amounts for each school district.

**IMPACT**

Upon approval of the corrected legal description, the State Department of Education will send a corrected order to the Coeur d’Alene and Post Falls Boards of Trustees in accordance with Section 33-307(2), Idaho Code. Once the order is received by the school district, the school districts shall notify the State Tax Commission. Within thirty (30) days of receipt of the order, the State Tax Commission and the County Assessor shall correct or alter the legal description of the school.

**ATTACHMENTS**

Attachment 1 – Post Falls School District Boundary Legal Description  
Attachment 2 – Coeur d’Alene School District Boundary Legal Description  
Attachment 3 – Joint Petition for Boundary Correction  
Attachment 4 – Supplemental Materials for Petition

**STAFF COMMENTS AND RECOMMENDATIONS**

While the process used to correct school district boundaries under Section 33-307, Idaho Code, does not require public meetings, the Coeur d’Alene and Post Falls School Districts held a joint meeting on March 19, 2018 to solicit feedback on the

**CONSENT**  
**JUNE 21, 2018**

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proposed boundary changes from the public. The joint meeting was highly publicized in the local media. Feedback received during the meeting was predominantly in favor of the proposed boundary change. Attachment 4 includes information specific to the meeting, the comments received and the minutes from the meeting.

**BOARD ACTION**

I move to approve the corrected boundary legal description for the Coeur d'Alene School District as submitted in Attachment 1.

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



## STRATTON LAND SERVICES, INC.

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RATHDRUM, ID 83858

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**SURVEYING & ENGINEERING**

8 May 2018

Project 17019

Area 1

To be annexed to District #273 and

To be excised from District #271

A parcel of land located in sections 4, 5 and 8, township 50 north, range 4 west of the Boise Meridian, Kootenai County, Idaho, being more particularly described as:

Beginning at the northeast corner of said section 5;  
 Thence southerly along the east line of said section 2460 feet, more or less, to the beginning of a 1909.86 foot radius tangent curve to the left for the centerline of Huetter Rd. as depicted on ITD plan I-IG-90-1(48)5 pg 56 of 62;  
 Thence southeasterly along said curve and said centerline 243.89 feet;  
 Thence south 7° 21' 18" east (ITD bearings) along said centerline 485.25 feet to the beginning of a 572.96 foot radius tangent curve to the left for the centerline of Huetter Rd. as depicted on the 'Right-Of-Way Plan Seltice Way And Huetter Rd. Intersection Realignment' by Ruen-Yeager for Post Falls Highway District dated Jan. 1991 pg 3 of 10;  
 Thence along said centerline the following courses:  
 Southeasterly along said curve 151.12 feet to the beginning of a 600.00 foot radius tangent curve to the right;  
 Thence southerly along said curve 442.74 feet;  
 Thence south 19° 48' 38" west (Ruen-Yeager bearings) 270.36 feet to the beginning of a 600.00 foot radius tangent curve to the left;  
 Thence southwesterly along said curve 206.57 feet to a point on a line parallel with and 6.30 feet easterly of the west line of said section 4;  
 Thence south 0° 05' 06" west along said parallel line 1186 feet, more or less, to the northerly right-of-way line of Maplewood Avenue as determined on the plat of Edgewater at Mill River recorded in book 'J' of plats at page 60, records of Kootenai County, Idaho;  
 Thence leaving said centerline westerly along said northerly right-of-way line 505 feet, more or less, to a point on the extended west line of said plat;  
 Thence southerly along said west line and said line extended to the

center thread of the Spokane River;  
Thence westerly along said center thread to the intersection with the  
north-south center line of said section 8;  
Thence northerly along said north-south centerline to the northwest  
corner of the northeast quarter of said section 8;  
Thence northerly along the north-south centerline of said section 5  
for 5280 feet, more or less, to the northwest corner of the northeast  
quarter of said section 5;  
Thence easterly along the north line of said section 2640 feet, more  
or less, to the said point of beginning.



Area 1: Annexed/Excised: page 2





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**SURVEYING & ENGINEERING**

8 May 2018

17019

Post Falls School District #273

Overall boundary after proposed annexations/excisions

Beginning at the NW corner of the NE  $\frac{1}{4}$  of Section 20 T51N R5W and going east to the NE corner of section 24 T51N R5W, then south to the NE corner of the S  $\frac{1}{2}$  of said section, then east to the NE- NW corner of the SW  $\frac{1}{4}$  of Section 21 T51N R4W, then south to the NE corner of the W  $\frac{1}{2}$  of section 28 T51N R4W, then west to the NW corner of said section, then north to the NW corner of the S  $\frac{1}{2}$  of said section, then east to the NE corner of the SW  $\frac{1}{4}$  of said section, then south to the SE corner of the W  $\frac{1}{2}$  of Section 33 T51N R4W, then west to the NE corner of the W  $\frac{1}{2}$  of Section 5 T50N R4W, then south to the point where the east edge of the W  $\frac{1}{2}$  of Section 8 T50N R4W to the NW corner of section 4, T50N, R4W, then continuing south 2460 feet, more or less, to the beginning of a 1909.86 foot radius tangent curve to the left for the centerline of Huetter Rd as depicted on ITD plan I-IG-90-1(48)5 pg 56 of 62, then southeasterly along said curve and said centerline 243.89 feet, Thence south  $7^{\circ} 21' 18''$  east (ITD bearings) along said centerline 485.25 feet to the beginning of a 572.96 foot radius tangent curve to the left for the centerline of Huetter Rd as depicted on the 'Right-Of-Way Plan Seltice Way And Huetter Rd Intersection Realignment' by Ruen-Yeager for Post Falls Highway District dated Jan. 1991 pg 3 of 10, Thence along said centerline the following courses: Southeasterly along said curve 151.12 feet to the beginning of a 600.00 foot radius tangent curve to the right, Thence southerly along said curve 442.74 feet, Thence south  $19^{\circ} 48' 38''$  west (Ruen-Yeager bearings) 270.36 feet to the beginning of a 600.00 foot radius tangent curve to the left, Thence southwesterly along said curve 206.57 feet to a point on a line parallel with and 6.30 feet easterly of the west line of said section 4, Thence south  $0^{\circ} 05' 06''$  west along said centerline 1186 feet, more or less, to the northerly right-of-way line of Maplewood Avenue as determined on the plat of Edgewater at Mill River recorded in book 'J' of plats at page 60, records of Kootenai County, Idaho, then westerly along said northerly right-of-way line to the intersection of the extended west boundary line of said plat, then south along said west boundary line of said plat to where it meets the Spokane River, then westerly down the Spokane River taking the north channel by the island in Section 8 T50N R4W to the point where the Spokane River touches the eastern border of Section 12 T50N R4W R5W, then south to the SE corner of the N  $\frac{1}{2}$  of Section 24 T50N R5W, then west to the SE corner of the NW  $\frac{1}{4}$  of Section 23 T50N R5W, then south to the

SE corner of the SW  $\frac{1}{4}$  of said section, then west to the NE corner of the W  $\frac{1}{2}$  of Section 28 T50N R5W, then south to the SE corner of the W  $\frac{1}{2}$  of said section, then west to the SW corner of said section, then south to the SE corner of Section 32 T50N R5W, then east to the NE corner of Section 4 T49N R5W, then south to the SE corner of the N  $\frac{1}{2}$  of Section 9 T49N R5W, then west to the SW corner of the NE  $\frac{1}{4}$  of section 8 T49N R5W, then north to the SW corner of the NE  $\frac{1}{4}$  of Section 5 T49N R5W, then west to the SW corner of the n  $\frac{1}{2}$  of Section 1 T49N R6W, then north to the NW corner of Section 36 T51N R6W, then east to the NW corner of Section 32 T51N R5W, then north to the SW corner of the NW  $\frac{1}{4}$  of Section 20 T50N R5W, then east to the SE  $\frac{1}{4}$  corner of the NW  $\frac{1}{4}$  of said section, then north to the point of beginning.

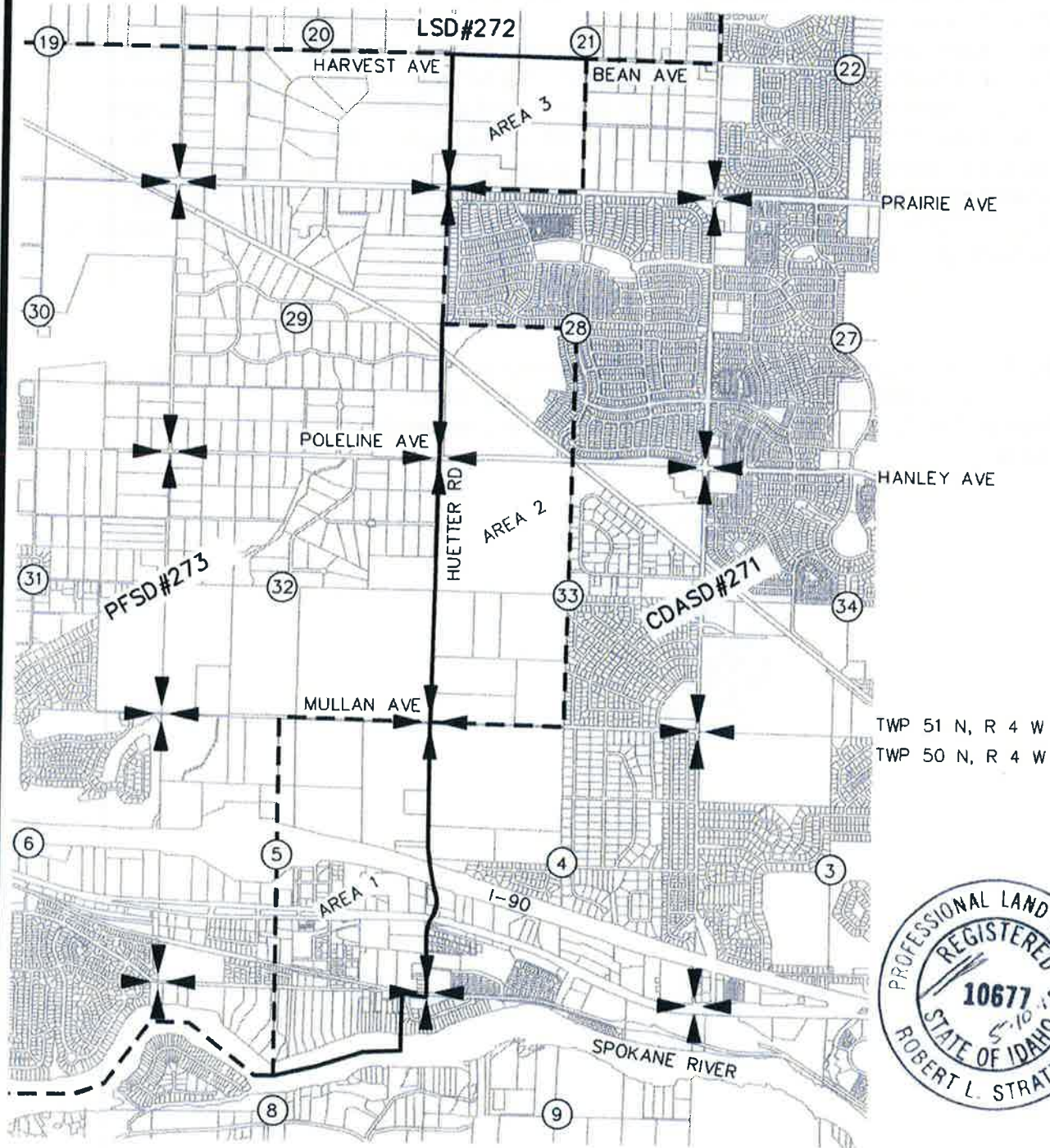
Notes: 1) Survey stamp/ signature is valid for highlighted additions and strike through text only. The remainder of this document was provided by others.  
 2) Original description was a poor quality PDF that was transcribed by Stratton Land Services.



PFSD #273: Overall boundary after Annexations/Excisions: page 2



CDASD#271, PFSD#273 DISTRICT BOUNDARY REVISION  
 SEC 4, 5 AND 8, T50N, R4W, AND SEC 21, 28 AND 33, T51N, R4W



SKETCH FOR  
**CDA SD**

— = NEW BNDY  
 - - - = EXISTING BNDY  
 — = OTHER PARCEL BNDY



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17019-1.DWG

DATE: 5/8/18

DRAWN BY: RFL

SCALE 1"=3000'

SHT. 1 OF 1

PROJ # 17019



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***SURVEYING & ENGINEERING***

8 May 2018

Project 17019

Area 2

To be annexed to District #271 and

To be excised from District #273

The southwest quarter of section 28 and the west half of section 33,  
all in township 51 north, range 4 west of the Boise Meridian,  
Kootenai County, Idaho.





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***SURVEYING & ENGINEERING***

8 May 2018

Project 17019

Area 3

To be annexed to District #271 and

To be excised from District #273

The southwest quarter of section 21, township 51 north, range 4 west  
of the Boise Meridian, Kootenai County, Idaho.







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**SURVEYING & ENGINEERING**

8 May 2018

17019

Coeur d'Alene School District #271

Overall boundary after proposed annexations/excisions

Beginning at the north  $\frac{1}{4}$  corner of Sec. 5, Twp. 50 N, R 4 W BM; thence east approximately 1 mile to the north  $\frac{1}{4}$  corner of Sec. 4, said township and range; thence north approximately  $1\frac{1}{2}$  miles to the center of Sec. 28, Twp. 51 N, R 4 W BM; thence west approximately  $\frac{1}{2}$  mile to the west  $\frac{1}{4}$  corner of Sec. 28, said township and range; thence north approximately  $\frac{1}{2}$  mile to the SW corner of Sec. 21, said township and range; thence east approximately  $\frac{1}{2}$  mile to the south  $\frac{1}{4}$  corner of Sec. 21, said township and range; thence north  $\frac{1}{2}$  mile to the center west  $\frac{1}{4}$  corner of Sec. 21, Twp., 51 N, R 4 WBM; thence east approximately  $\frac{1}{2}$  mile to the east  $\frac{1}{4}$  corner of Sec. 21, said township and range; thence North approximately  $\frac{3}{16}$  mile to the SE corner of the north  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence west  $\frac{1}{8}$  mile to the SW corner of said north  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence south  $\frac{1}{16}$  mile to the SE corner of the east  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence west  $\frac{1}{16}$  mile to the SW corner of said east  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence north  $\frac{1}{8}$  mile to the NW corner of said east  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence west  $\frac{1}{16}$  mile to the SW corner of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence north  $\frac{1}{8}$  mile to the NW corner of said SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence east  $\frac{1}{8}$  mile to the NE corner of said SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence north  $\frac{1}{16}$  mile to the NW corner of the south  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence east  $\frac{1}{8}$  mile to the NE corner of said south  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence north  $1\frac{1}{16}$  miles to the SW corner of Sec. 10, said township and range; thence east approximately  $1\frac{1}{2}$  miles to the south  $\frac{1}{4}$  corner of Sec. 11, said township and range; thence north to the center of said Sec. 11; thence east approximately  $\frac{1}{2}$  mile to the east  $\frac{1}{4}$  corner of said Sec. 11; thence north approximately  $\frac{1}{4}$  mile to the NW corner of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Sec. 12, said township and range; thence east approximately  $\frac{1}{2}$  mile to the NE corner of the SE  $\frac{1}{4}$  corner of the NW  $\frac{1}{4}$  of said Sec. 12; thence north approximately  $\frac{3}{4}$  mile to the center of Sec. 1, said township and range; thence east approximately  $\frac{1}{2}$  mile to the east  $\frac{1}{4}$  corner of said Sec. 1; thence north approximately  $\frac{1}{2}$  mile to the NW corner of Sec. 6, Twp. 51 N, R 3 WBM; thence east  $3\frac{1}{4}$  miles, more or less, to the center of Hayden Lake; thence north approximately 1 mile to the mouth of Hayden Creek; thence north along the center thread of Hayden Creek to the north boundary of Sec. 34, Twp. 52 N, R 3 WBM; thence east approximately  $2\frac{3}{4}$  miles to the NE corner of Sec. 36, said township and range; thence south approximately 1 mile to the SE corner of said Sec. 36; thence east  $14\frac{1}{4}$  miles, more or less, to the Shoshone County line; thence south 5 miles,

more or less, along the Kootenai-Shoshone County line to the SE corner of the SW 1/8 of Sec. 27, Twp. 51 N, R 1 EBM, on the Shoshone County line; thence west approximately 8 ¾ miles to the north ¼ corner of Sec. 31, Twp. 51 N, R 1 WBM; thence south approximately 7 miles to the south ¼ corner of Sec. 31, Twp. 50 N, R 1 WBM; thence west approximately ½ mile to the NW corner of Sec. 6, Twp. 49 N, on the range line between Ranges 1 & 2 WBM; thence south 3 miles, more or less, to the SE corner of Sec. 13, Twp. 49 N, on the range line; thence west approximately 9 miles to the SW corner of Sec. 15, Twp. 49 N, R 3 WBM; thence north approximately ½ mile to the west ¼ corner of said Sec. 15; thence west approximately 1 ½ miles to the center of Sec. 17, said township and range; thence north approximately 1 ½ miles to the south ¼ corner of Sec. 5, said township and range; thence west 1 1/2 miles, more or less, to the center of Coeur d'Alene Lake; thence south and west, continuing along the center thread of Coeur d'Alene Lake and Windy Bay to a point where it intersects the west line of Sec. 30, Twp. 48 N, R 4 WBM; thence north approximately 2 ½ miles to the SW corner of Sec. 7, said township and range; thence west approximately 1 mile to the SW corner of Sec. 12, Twp. 48 N, R 5 WBM; thence north approximately 5 miles to the NW corner of Sec. 24, Twp. 49 N, R 5 WBM; thence west approximately 1 mile to the NE corner of Sec. 22, said township and range; thence south approximately 1 mile to the SE corner of said Sec. 22; thence west 4 miles, more or less, to the Washington-Idaho State line; thence north approximately 3½ miles to the west ¼ corner of Sec. 1, Twp. 49 N, R 6 WBM; thence east 1½ miles, more or less, to the center of Sec. 5, Twp. 49 N, R 5 WBM; thence south 1 mile to the center of Sec. 8, said township and range; thence east approximately 1½ miles to the east ¼ corner of Sec. 9, said township and range; thence north approximately 2 ½ miles to the NW corner of Sec. 33, Twp. 50 N, R 5 WBM; thence east ½ mile to the north ¼ corner of said Sec. 33; thence north approximately 1 mile to the north ¼ corner of Sec. 28, said township and range; thence east approximately 2 miles to the north ¼ corner of Sec. 26, said township and range; thence north approximately ½ mile to the center of Sec. 23, said township and range; thence east approximately 1½ miles to the west ¼ corner of Sec. 19, Twp. 50 N, R 4 WBM; thence north 2 miles, more or less, to the center thread of the Spokane River; thence east 4½ miles, more or less, along the center thread of the Spokane River to a point where the river intersects the north-south center line of extended west boundary line of the plat of Edgewater at Mill River recorded in book 'J' of plats at page 60, records of Kootenai County, Idaho in Sec. 8, Twp. 50 N, R 4 WBM; thence north 4 ½ miles, more or less along said west boundary line and said west line extended to the intersection with the northerly right-of-way line of Maplewood Avenue as determined on said plat; thence easterly along said northerly right-of-way line of Maplewood Avenue to the east line of section 8, thence continuing along said right-of-way line 630 feet to the centerline of Huetter Rd. as depicted on the 'Right-Of-Way Plan Seltice Way And Huetter Rd. Intersection Realignment' by Ruen-Yeager for Post Falls Highway District dated Jan. 1991 pg 3 of 10.

Thence along said centerline the following courses: north 0° 05' 06" east 1186.43 feet to the beginning of a 600.00 foot radius tangent curve to the right; thence northeasterly along said curve 206.57 feet; thence north 19° 48' 38" east (Ruen-Yeager bearings) 270.36 feet to the beginning of a 600.00 foot radius tangent curve to the left; thence northeasterly along said curve 442.74 feet to the beginning of a 572.96 foot radius tangent curve to the right; thence northeasterly along said curve 151.12 feet; thence leaving said centerline north 7° 21' 18"

CDASD #271: Overall boundary after Annexations/Excisions: page 2



west along the centerline of Huetter Rd. as depicted on ITD plan I-IG-90-1(48)5 pg 56 of 62 for 485.25 feet to the beginning of a 1909.86 foot radius tangent curve to the right; thence northwesterly along said curve and said centerline 243.89 feet to a point on the east line of said section 5; thence northerly along said east line 2460 feet, more or less, to the northeast corner of said section; thence northerly 2 ½ miles, more or less, to the point of beginning.

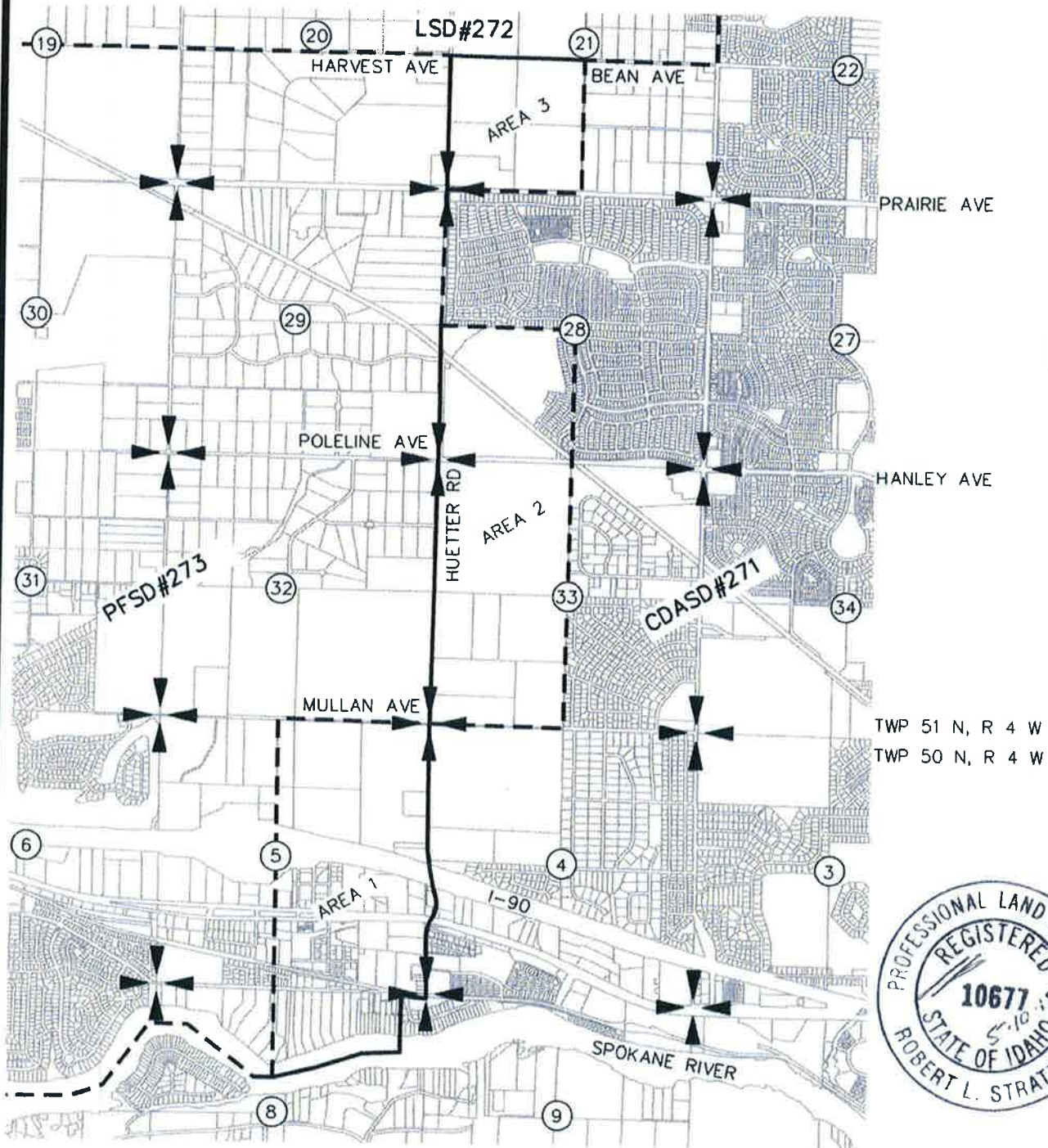
Note: survey stamp/ signature is valid for highlighted additions and strike through text only. The remainder of this document was provided by others.



CDASD #271: Overall boundary after Annexations/Excisions: page 3



CDASD#271, PFSD#273 DISTRICT BOUNDARY REVISION  
 SEC 4, 5 AND 8, T50N, R4W, AND SEC 21, 28 AND 33, T51N, R4W



SKETCH FOR  
**CDA SD**

— = NEW BNDY  
 - - - = EXISTING BNDY  
 — = OTHER PARCEL BNDY



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17019-1.DWG

DATE: 5/8/18

DRAWN BY: RFL

SCALE 1"=3000'

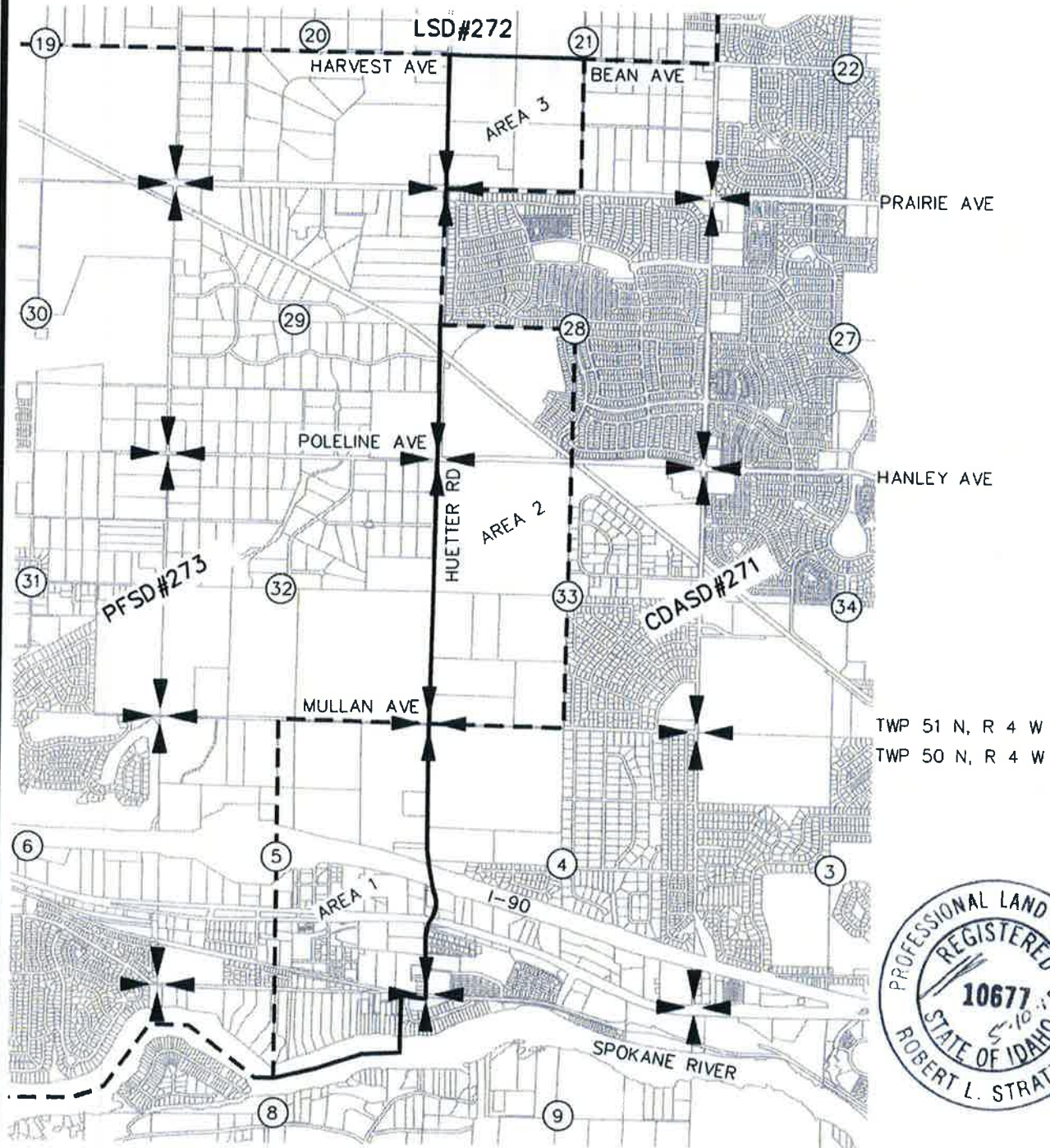
SHT. 1 OF 1

PROJ # 17019

# EXHIBIT 1



CDASD#271, PFSD#273 DISTRICT BOUNDARY REVISION  
 SEC 4, 5 AND 8, T50N, R4W, AND SEC 21, 28 AND 33, T51N, R4W



SKETCH FOR  
**CDA SD**

— = NEW BNDY  
 - - - = EXISTING BNDY  
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17019-1.DWG

DATE: 5/8/18

DRAWN BY: RFL

SCALE 1" = 3000'

SHT. 1 OF 1

PROJ # 17019

# EXHIBIT 2

DOCUMENT RECEIVED

OCT 06 2017

State Department of Education

October 4, 2017

Helen Price  
Program Specialist, Board Materials & Rules  
Idaho State Department of Special Education  
650 W State Street, 2<sup>nd</sup> Floor  
Boise, ID 83720

Re: *Post Falls District No. 273 – Coeur d' Alene School District No. 271 Annexation  
of Property*

Dear Helen:

Enclosed please find the Findings of Fact, Conclusions of Law and Recommendations  
and the Transmittal of the Record and the Record in the above entitled matter.

Thank you for the opportunity to provide these services to the SDE. I will send my  
statement under separate cover.

Should you have any questions, please do not hesitate to contact me.

Sincerely,



Edwin L. Litteneker  
Attorney at Law

ELL:hjg

Encs.



EDWIN L.  
LITTENEKER  
ATTORNEY AT LAW

PO Box 321 • 322 Main Street  
Lewiston, ID 83501

208.746.0344 • 208.798.8387 fax  
ed@littenekerlaw.com

www.littenekerlaw.com

**BEFORE THE HEARING OFFICER FOR THE  
STATE BOARD OF EDUCATION**

In the matter of the petition requesting	)	
The excision of territory from	)	
Post Falls School District No. 273,	)	
	)	<b>FINDINGS OF FACT, CONCLUSIONS</b>
	)	<b>OF LAW AND RECOMMENDATION</b>
And annexing said territory into	)	
	)	
	)	
Coeur d' Alene School District No. 271,	)	
	)	
District.	)	
<hr/>		

**INTRODUCTION**

A Hearing was conducted on September 13, 2017 by Hearing Officer, Edwin L. Litteneker, appointed by the State Board of Education for purposes of gathering public comment on a proposed change in the boundaries of the Post Falls School District No. 273 and the Coeur d' Alene School District No. 271. The Hearing commenced at 6:15 p.m. in the Library at the Atlas Elementary School in Coeur d' Alene, Idaho.

Idaho Code Section 33-308 provides for a process whereby the State Board of Education will consider the approval of a Petition to change the boundaries of adjoining school districts and may direct that an election be held, provided that the proposed excision and annexation is in the best interest of the children residing in the area described in the Petition. Additionally, the excision of the territory that is proposed should not leave the Post Falls School District with a bonded indebtedness in excess of the limit prescribed by law.

The Idaho State Board of Education has adopted rules at IDAPA 08.02.01.050 which include criteria for the review of the Petition for Excision and Annexation and a hearing process

**FINDINGS OF FACT, CONCLUSIONS  
OF LAW AND RECOMMENDATIONS**

to gather public comment for purposes of the Hearing Officer making these recommendations to the State Board of Education.

Ten people attended the hearing on September 13, 2017. The Petitioner, Allen Dykes testified as well as the remaining persons in attendance. The Interim Superintendent of Coeur d' Alene School District No. 271, Dr. Olson and Dr. Keane, the Superintendent of the Post Falls School District No. 273 also provided testimony. The Sign in Sheet is made part of the Record which is transmitted separately in the Transmittal of the Record.

Dr. Keane submitted exhibits including a June 9, 2017 statement to the Post Falls Board of Trustees, Exhibit 1 and a petition proposing the revision of I.C. § 33-308 submitted to the Idaho School Board Association, Exhibit 2. Written comments were also received from Garry Nystrom which are identified as Exhibit. 3. The exhibits are also included in the Record.

The proceedings were recorded and a recording of the hearing is separately transmitted digitally to the State Board of Education and also referenced in the Transmittal of the Record.

#### **FINDINGS OF FACT**

1. A Petition to excise property from the Post Falls School District No. 273 was presented by Allen Dykes, Chief Operating Officer, Architerra Homes, LLC requesting that a real estate development known as The Trails be annexed into the Coeur d' Alene School District and excised from the Post Falls School District.
2. The Petition proposes to remove an area which is intended to be a residential development which is divided between the City of Cocur d' Alene and the City of Post Falls. The area proposed to be included in the Coeur d' Alene School District would include the entirety of The Trails and subsequent subdivisions which are planned to be developed over the next twelve years. The Developer of The Trails anticipates that there would be an estimated forty

homes constructed per year for twelve years with an estimated sixteen school aged children added per year for a total of approximately 192 school aged children.

3. Initially, though, there may only be one school aged Student who would presently attend school in the Post Falls School District.
4. The area proposed for annexation into the Coeur d' Alene School District is within 1000 feet of Atlas Elementary, Coeur d' Alene School District.
5. The Post Falls School District Board of Trustees met and considered the Petition to Excise the area. The School Board took no position on the proposed excision, See Exhibit 1.
6. The Coeur d' Alene School District considered the Petition on June 5, 2017 and by a vote of two to three defeated a Motion to recommend approval of the request. Effectively the decision of the Board of Trustees then was to not recommend that the annexation occur.
7. The Post Falls School District acknowledges the substantial growth in the area and anticipates building a neighborhood elementary school to service the anticipated student growth.
8. The property owners except for one property owner testified overwhelming testified in favor of the Petition,.
9. The Coeur d' Alene School District endorsed a collaborative process to reasonably and consistently adjust the boundary between the Coeur d' Alene School District and the Post Falls School District. The Post Falls School District joined in the analysis that it made substantially more sense to engage in a cooperative discussion about where the common boundaries should be.
10. The excision would not leave the Post Falls School District with a bonded indebtedness in excess of the amount provided by law.



11. The Record reflects that the Petition is in the form required pursuant to I.C. § 33-308 and is signed by a sufficient number of electors. The legal descriptions were in a form required by I.C. § 33-308.

### CONCLUSIONS

1. IDAPA 08.02.01.050. requires a review of the proposed alteration of a District's boundaries that takes into account specific facts which are discussed above.
2. Based on this Record, the annexation as proposed does not leave the Post Falls School District with a bonded indebtedness in excess of the amount provided by law.
3. However, there is a considerable concern that a continued piecemeal change in the respective boundaries of the Post Falls and Coeur d' Alene School Districts is not in anyone's best interests.
4. The Post Falls School District patrons were interested in the annexation into the Coeur d' Alene School District based upon the proximity of the neighborhood to Atlas Elementary within the Coeur d' Alene School District. However, at this time there are not a significant number of Students attending in Post Falls School and residing in The Trails.
5. The Post Falls School District is prepared to construct a school within its boundaries adjacent to the Coeur d' Alene School District which can reasonably and timely serve this neighborhood as it develops.
6. The Coeur d' Alene School District apparently has sufficient capacity and community support to serve this neighborhood adjacent to the Atlas Elementary School. However, the District's opposition to the proposed annexation weighs against the idea that the annexation is either in the interests of the students or is a suitable school setting for the potential students to be enrolled.


7. It makes substantially more sense to permit the affected school districts to create a collaborative process whereby the respective school districts can resolve their common school district boundaries, prior to submitting the Petition to the parties within the area to be annexed.

#### RECOMMENDATION

The Record does not support a conclusion that the excision of the described land from the Post Falls School District #273 to be annexed into the Coeur d' Alene School District #271 would be appropriate.

Therefore, it is recommended to the State Board of Education that the petition for excision and annexation be denied.

DATED this 4 day of October, 2017.

  
Edwin L. Litteneker  
Hearing Officer

# EXHIBIT 3

March 1, 2018



**COEUR D'ALENE  
PUBLIC SCHOOLS  
District 271**

1400 N. Northwood Cnt. Ct  
Coeur d'Alene, ID 83814  
(208) 664-8241  
[www.cdaschools.org](http://www.cdaschools.org)



**POST FALLS  
SCHOOL DISTRICT  
District 273**

206 W. Mullan Ave.  
Post Falls, ID 83854  
(208) 773-1658  
[www.pfsd.org](http://www.pfsd.org)

Dear Neighbor:

We are contacting you on behalf of the Coeur d'Alene School District and the Post Falls School District regarding the boundary line between our two school systems. You are receiving this letter because you own property in an area under consideration for a boundary adjustment.

As development in Kootenai County is bringing Post Falls and Coeur d'Alene neighborhoods closer together, it's a good time for us to take a close look at our common boundary and consider an adjustment that would establish a clearer, more logical dividing line.

Our initial discussions have focused on designating Huetter Road as the primary boundary between the school districts, from Harvest Avenue south to Maplewood Avenue. (See attached map.) This would mean some property in the Post Falls district would move into the Coeur d'Alene district north of Mullan Avenue, and some property in the Coeur d'Alene district would move into the Post Falls district south of Mullan Avenue.

We all recognize that as our communities continue to grow, the remaining parcels of vacant land between Post Falls and Coeur d'Alene are poised for development. We already have one residential development that is split awkwardly between our two districts, with the boundary line running straight through some homes. We can remedy that and avoid similar situations in the future if we are able to establish a permanent, common-sense boundary line in an agreement that is beneficial to both school districts.

While our two school districts are exploring the possibility of this boundary change, it is important that we hear from potentially affected property owners, as a change may impact where your children attend school or the amount of property taxes you pay for public education. In addition, it is our intent to include a grandfather clause in any agreement to permit currently enrolled students directly affected by a boundary adjustment to attend school in the district of their choice until they complete their schooling.

The Boards of Trustees for the Coeur d'Alene and Post Falls school districts will hold a joint workshop on Monday, March 19, to further discuss this issue and gather input from potentially affected property owners. The workshop is scheduled to begin at 6:00 p.m. at the Midtown Meeting Center, 1505 N. 5th St., Coeur d'Alene.

If you are unable to attend this workshop but would like to submit written comments, you may send your comments to Lynn Towne, Clerk of the Board, Coeur d'Alene School District, 1400 N. Northwood Center Ct., Coeur d'Alene, ID 83814. You also may email comments to [ltowne@cdaschools.org](mailto:ltowne@cdaschools.org).

Sincerely,

  
Casey Morrisroe, Chairman  
Coeur d'Alene Board of Trustees

  
Dave Paul, Chairman  
Post Falls Board of Trustees

  
Stan Olson, Superintendent  
Coeur d'Alene School District

  
Jerry Keane, Superintendent  
Post Falls School District

# EXHIBIT 4



# Special Workshop

March 19, 2018

Post Falls School District | Coeur d'Alene School District

**Board of Trustees  
Coeur d'Alene School District 271 and Post Falls  
School District 273  
Midtown Center Meeting Room**

**March 19, 2018**

**Special Meeting 6:00 PM**

## **AGENDA**

1. Call Meeting to Order/Pledge of Allegiance
2. Welcome – Casey Morrisroe/Dave Paul
3. Joint Meeting/Workshop
  - A. Purpose of Meeting Stan Olson
  - B. How did we get here? Stan Olson
  - C. (Draft) Boundary Proposal Presentation Jerry Keane
  - D. Public Comment

*Citizens may speak for three minutes on this topic. Please sign up on the sheet provided at the entrance.*



- E. Board Questions and Comments Casey Morrisroe and Dave Paul
  - F. Other Matters of Concern All
4. Adjournment



Special Workshop - March 2018  
Post Falls/ Coeur d'Alene School Districts



# TAX LEVY RATE

YEAR	 <b>POST FALLS</b> School District	 <b>COEUR D'ALENE</b> School District
<b>2016</b>	\$2.82	\$2.37
<b>2017</b>	\$2.63	\$2.31
<b>2018</b>	\$2.44	\$2.31

District Tax Levy Rates per \$1000 of value



#1

Special Workshop - March 2018  
Post Falls/ Coeur d'Alene School Districts



## #2



Special Workshop - March 2018  
Post Falls/ Coeur d'Alene School Districts



#4



Special Workshop - March 2018  
 Post Falls/ Coeur d'Alene School Districts

#5



CONSENT - PPGA

Special Workshop - March 2018  
Post Falls/ Coeur d'Alene School Districts

# EXHIBIT 5



School District No.271 (Coeur d'Alene)  
Kootenai County, Idaho



Historical Net Taxable Values\*

Fiscal Year	Net Taxable Value(*)	% Growth	URA Value
2018	8,846,787,789	9.60%	631,436,541
2017	8,072,188,418	8.09%	567,849,670
2016	7,468,005,468	5.95%	632,586,324
2015	7,048,488,443	7.80%	563,998,874
2014	6,538,316,012	2.43%	524,990,510
2013	6,383,368,405	-7.57%	491,249,422
2012	6,906,253,248	-7.09%	550,930,461
2011	7,433,223,896	-12.47%	578,102,728
2010	8,491,895,357	-8.76%	645,043,237
2009	9,307,491,106	-4.20%	588,581,660
2008	9,716,010,439	13.61%	427,936,551
2007	8,552,024,223	---	265,375,396

\* September Values

Debt Capacity Calculation	
September Full Value <sup>(1)</sup> - 2017 (FY 2018)	10,708,836,257
Plus Urban Renewal Value	631,436,541
	11,340,272,798
	x 5%
Total Debt Capacity	567,013,640
Less: Principal Outstanding	(49,205,000)
Plus: Adjustments-Principal Due 2018	2,145,000
Remaining Debt Capacity	519,953,640
*Full Value includes the homeowners exemption value (adds back) for calculating legal debt capacity	

Outstanding Debt  
CUSIP No. 500548

Bond Issue	Rating/Credit Enhancement	Amount Outstanding	Coupons	Final Payment	Call Feature
Series 2012B	(Aa2/Aaa) ISBG/CEP	17,130,000	2.00-5.00%	September 15, 2025	September 15, 2022
Series 2017	(Aa2/Aa1) ISBG/CEP	32,075,000	3.00-5.00%	September 15, 2031	March 15, 2027
Total Debt Outstanding (5/1/2018)		49,205,000			

Idaho School Bond  
Levy Equalization History

Fiscal Year	Index Factor	% of P&I
2018	1.3250	Minimum <sup>(1)</sup>
2017	1.2959	Minimum
2016	1.3036	Minimum
2015	1.3044	Minimum
2014	1.3102	Minimum
2013	1.3489	Minimum
2012	1.3598	Minimum
2011	1.3868	Minimum
2010	1.4040	Minimum
2009	1.4987	Minimum
2008	1.5100	None
2007	1.2493	Minimum

Total Levy Rate History  
(Per \$1,000 value)

Fiscal Year	Supp. M&O	Bond Levy	Plant Levy	All Other Levies	Total Levy Rate
2018 (p)	1.688	0.587	0.000	0.012	2.287
2017	1.736	0.567	0.000	0.013	2.316
2016	1.849	0.370	0.000	0.158	2.376
2015	1.631	0.371	0.000	0.104	2.106
2014	2.020	0.389	0.000	0.106	2.515
2013	1.872	0.420	0.000	0.036	2.328
2012	1.725	0.064	0.000	0.389	2.179
2011	0.977	0.161	0.000	0.364	1.503
2010	0.857	0.182	0.000	0.068	1.107
2009	0.954	0.192	0.000	0.021	1.166
2008	0.909	0.158	0.000	0.078	1.145
2007	0.854	0.158	0.000	0.113	1.125

(1) School Districts with an equalization factor of less than 1.5 will receive a minimum of 10% of its interest payments.

Updated: May 4, 2018

PiperJaffray



CDA SD No. 271

## Compound Growth Rate

Fiscal Year	Net Taxable Value	
2018	8,846,787,789	9.60%
2017	8,072,188,418	8.09%
2016	7,468,005,468	5.95%
2015	7,048,488,443	7.80%
2014	6,538,316,012	2.43%
2013	6,383,368,405	-7.57%
2012	6,906,253,248	-7.09%
2011	7,433,223,896	-12.47%
2010	8,491,895,357	-8.76%
2009	9,307,491,106	-4.20%
2008	9,716,010,439	13.61%
2007	8,552,024,223	47.09%
2006	5,814,216,659	35.00%
2005	4,306,709,132	12.11%
2004	3,841,371,161	7.47%
2003	3,574,510,535	5.44%
2002	3,389,932,066	4.78%
2001	3,235,311,384	3.80%
2000	3,116,860,686	2.16%
1999	3,051,054,725	2.54%
1998	2,975,462,532	6.23%
1997	2,800,962,812	7.13%
1996	2,614,471,888	---

Growth Rate	5.60%
-------------	-------

Post Falls School District No. 273  
Kootenai County



## Historical Net Taxable Values\*

Fiscal Year	Net Taxable Value	% Growth	URA Taxable Value
2018	2,713,145,529	7.13%	355,001,404
2017	2,532,662,610	5.79%	321,287,129
2016	2,394,010,898	6.59%	288,023,887
2015	2,246,077,638	8.94%	270,901,900
2014	2,061,831,379	3.32%	264,714,892
2013	1,995,632,493	-4.27%	264,788,661
2012	2,084,626,727	-5.16%	320,107,284
2011	2,198,036,031	-11.73%	325,994,487
2010	2,490,105,868	-6.86%	320,283,195
2009	2,673,518,707	-8.51%	300,708,671
2008	2,922,266,685	15.84%	255,849,479
2007	2,522,770,710	38.44%	151,014,145
2006	1,822,346,413	---	80,293,547

\* September Values

Debt Capacity Calculation	
September Full Value - 2017 (FY 2018)	3,609,877,521
Plus Urban Renewal Value	355,009,752
	3,964,887,273
	x 5%
Total Debt Capacity @5%	198,244,364
Less: Principal Outstanding	(19,290,000)
Plus: Adjustments-Principal Due 2018	1,875,000
Remaining Debt Capacity	180,829,364

## Outstanding Debt

CUSIP No. 500566

Bond Issue	Credit Enhancement	Amount Outstanding	Coupons	Final Payment	Call Feature
2015A Ref.G.O. Bonds	ISBG	1,875,000	2.00-3.00%	August 15, 2018	Non-callable
2015B G.O. Bonds	ISBG	17,415,000	4.00-5.00%	August 15, 2034	August 15, 2025
Total Debt Outstanding (1/26/2018)		19,290,000			

Idaho School Bond  
Levy Equalization History

Fiscal Year	Index Factor	% of P&I
2018	0.9377	6.23%
2017	0.9407	5.93%
2016	0.9517	4.83%
2015	0.9389	6.11%
2014	0.9354	6.46%
2013	0.9363	6.37%
2012	0.9352	6.48%
2011	0.9629	3.71%
2010	0.9717	2.83%
2009	1.0637	Minimum
2008	1.0625	Minimum
2007	0.9309	6.91%

Total Levy Rate History  
(Per \$1,000 value)

Fiscal Year	Supp. M&O	Bond Levy	Plant Levy	All Other Levies	Total Levy Rate
2018	1.615	0.816	0.000	0.013	2.444
2017	1.631	0.988	0.000	0.010	2.629
2016	1.735	1.083	0.000	0.007	2.825
2015	1.691	1.380	0.000	0.008	3.079
2014	1.829	1.283	0.000	0.047	3.159
2013	1.157	1.954	0.000	0.045	3.156
2012	1.087	1.247	0.000	0.503	2.837
2011	0.687	1.219	0.000	0.672	2.579
2010	0.617	1.070	0.486	0.188	2.361
2009	0.555	1.047	0.453	0.231	2.286
2008	0.508	1.027	0.414	0.127	2.076
2007	0.347	1.189	0.480	0.212	2.228

(1) School Districts with an equalization factor of less than 1.5 will receive a minimum of 10% of its interest payments.

Updated: 5/4/2018

PiperJaffray

# EXHIBIT 6

## BEFORE THE STATE DEPARTMENT OF EDUCATION

In RE: Boundary Change Between	)	<b>SUPERINTENDENT OF PUBLIC INSTRUCTION'S ORDER UNDER SECTION 33-307, IDAHO CODE, FOR ALTERATION OF SCHOOL DISTRICT BOUNDARIES</b>
	)	
Independent School District of Boise City No. 1	)	
	)	
And	)	
Meridian Joint School District No. 2	)	
<hr/>		

1. Independent School District of Boise City No. 1 initially petitioned pursuant to Section 33-308, Idaho Code, for the excision from that district and the annexation to Meridian Joint School District No. 2 of certain lands in the Avimor subdivision development so that patrons moving to the Avimor development would be served by a single district.

2. The Petition was assigned to a hearing officer, who conduct a hearing and who, on May 29, 2009, entered Findings of Fact, Conclusions of Law and Recommended Order.

3. On August 20, 2009, the Idaho State Board of Education approved the excision and annexation.

4. Subsequent to the State Board of Education's approval of the excision and annexation, Independent School District of Boise City No. 1 informed the Elections Division of the Ada County Clerk's Office of the State Board's action in order to initiate the conducting of an election.

5. On September 11, 2009, prior to the conducting of any election, Independent School District of Boise filed with the Idaho State Department of Education a Petition for Reconsideration of its original Petition on the grounds that the proposed boundary change should proceed under Section 33-307, Idaho Code, which does not required an election, rather than Section 33-308, Idaho Code, which does require an election, since there were no persons residing in the affected area and,

ORDER FOR ALTERATION OF SCHOOL DISTRICT BOUNDARIES - 1

thus, no persons who could qualify to vote were the district to hold an election.

6. Simultaneous with the filing of its Petition for Reconsideration, Independent School District of Boise City No. 1 informed the Ada County Clerk in writing of its Petition for Reconsideration and requested that the Clerk stop all activities and preparations for a boundary election.

7. On October 15, 2009, the Petition for Reconsideration and supporting evidence came before the State Board of Education, which found that the Petition for Reconsideration to be in the best interest of the school children who would reside in the affected areas of each district and which approved the excision of the property at issue from Independent School District of Boise City No. 1 and its annexation to Meridian School District No. 2 under Section 33-307, Idaho Code.

THEREFORE, IT IS HEREBY ORDERED THAT:

1. That the following property (Avimor Parcel 1) be excised from Independent School District of Boise City No. 1 and annexed to Meridian Joint School District No. 2:

A parcel of land situated the north half of Section 19, Township 5 North, Range 2 East, Boise Meridian, Ada County, Idaho; being those portions of Lots 2 and 13, Block 1, Avimor Subdivision No. 1, Book 100 of Plats at Pages 13049 through 13069, records of Ada County, lying in said Section 19; and being more particularly described as follows:

Commencing at a brass cap marking the north quarter-section corner of Section 19, Township 5 North, Range 2 East, Boise Meridian, the POINT OF BEGINNING:

Thence S87°17'17"E, 522, 86 feet along the north line of Section 19 to the boundary of Avimor Subdivision No. 1;

Thence S02°42'43"W, 330.00 feet along the boundary of Avimor Subdivision No. 1;

ORDER FOR ALTERATION OF SCHOOL DISTRICT BOUNDARIES - 2

Thence N87°17'17"W, 919.72 feet along the boundary of Avimor Subdivision No. 1 to the easterly right-of-way line of N. Horseshoe Bend Road (SH-55);

Thence 238.92 feet on a non-tangent curve to the left, concave westerly, having a radius of 1225.92 feet, a central angle of 11°09'58", a chord bearing of N02°39'30"E, and a chord length of 238.54 feet, along the easterly right-of-way line of N. Horseshoe Bend Road (SH-55) and the boundary of Avimor Subdivision No. 1;

Thence S87°04'31"W, 15.00 feet along the easterly right-of-way line of N. Horseshoe Bend Road (SH-55) and the boundary of Avimor Subdivision No. 1;

Thence 93.78 feet on a non-tangent curve to the left, concave westerly, *(a 65-foot offset of a spiral curve to the left having a radius of 1145.92 feet, a deflection angle of 6°15', an arc length of 250.00 feet, a chord bearing of N7°05'29"W, and a chord length of 249.87 feet, as shown on State of Idaho Department of Highways construction plans for Federal Aid Project No. F-3271 (9))* having a chord bearing of N04°53'28"W, and a chord length of 93.76 feet, along the easterly right-of-way of N. Horseshoe Bend Road (SH-55) and the boundary of Avimor Subdivision No. 1 to the north line of Section 19;

Thence S87°17'17"E, 424.41 feet along the north line of Section 19 to the POINT OF BEGINNING.

The above-described parcel contains 6.99 acres, more or less.

2. That the following property (Avimor Parcel 2) be excised from Independent School District of Boise City No. 1 and annexed to Meridian Joint School District No. 2:

The southeast quarter of the southwest quarter of Section 17, Township 5 North, Range 2 East, Boise Meridian;

ORDER FOR ALTERATION OF SCHOOL DISTRICT BOUNDARIES - 3

AND the northwest quarter of the southwest quarter of Section 17, Township 5 North, Range 2 East, Boise Meridian;

AND the southwest quarter of the southwest quarter of Section 17, Township 5 North, Range 2 East, Boise Meridian, INCLUDING those portions within Avimor Subdivision No. 1, Book 100 of Plats at Pages 13049 through 13069, records of Ada County;

AND the northwest quarter of the northwest quarter of Section 17, Township 5 North, Range 2 East, Boise Meridian;

AND the southwest quarter of the northwest quarter of Section 17, Township 5 North, Range 2 East, Boise Meridian;

AND the northwest quarter of the southwest quarter of Section 8, Township 5 North, Range 2 East, Boise Meridian, lying south of the Ada-Boise County Line;

AND the southwest quarter of the southwest quarter of Section 8, Township 5 North, Range 2 East, Boise Meridian;

AND the southwest quarter of the northwest quarter of Section 8, Township 5 North, Range 2 East, Boise Meridian, lying south of the Ada-Boise County Line.

3. The Board of Trustees of Independent School District of Boise City No. 1 and the Board of Trustees of Meridian Joint School District No. 2 shall notify the Idaho State Tax Commission and the Ada County Assessor and the Ada County Recorder, in accordance with the provisions of Section 63-215, Idaho Code, of the alteration pursuant to this Order of the districts' boundaries.

4. This Order is effective as of October 15, 2009.

DATED this 2 day of November, 2009.



Tom Luna, Superintendent of Public Instruction  
State Department of Education

### CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on this 3<sup>rd</sup> day of November, 2009, I caused a true and correct copy of the foregoing SUPERINTENDENT OF PUBLIC INSTRUCTION'S ORDER UNDER SECTION 33-307, IDAHO CODE, FOR ALTERATION OF SCHOOL DISTRICT BOUNDARIES to be forwarded with all required charges prepaid, by the method(s) indicated below, to the following person(s).

**Dr. Stan Olson**  
**Superintendent, Boise School District**  
**8169 West Victory Road**  
**Boise, ID 83709**

☐ Hand Delivered  
☐ U.S. Mail  
☒ Certified Mail (# 7003 0500 0003 1874 9586)  
☐ Facsimile

**AJ Balukoff**  
**President, Boise School District Board of Trustees**  
**4621 Hillcrest View**  
**Boise, ID 83705**

☐ Hand Delivered  
☐ U.S. Mail  
☒ Certified Mail (# 7003 0500 0003 1874 9593)  
☐ Facsimile

ORDER FOR ALTERATION OF SCHOOL DISTRICT BOUNDARIES - 5



**Dr. Linda Clark**  
**Superintendent, Meridian Joint School District**  
**1303 E Central Drive**  
**Meridian, ID 83642**

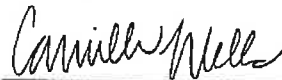
☐ Hand Delivered  
☐ U.S. Mail  
☒ Certified Mail (# 7003 0500 0003 1874 9609)  
☐ Facsimile

**Mike Vuittonet**  
**Chairman, Meridian Joint School District Board of Trustees**  
**1303 E Central Drive**  
**Meridian, ID 83642**

☐ Hand Delivered  
☐ U.S. Mail  
☒ Certified Mail (# 7003 0500 0003 1874 9616)  
☐ Facsimile

**Dan Skinner**  
**Cantrill, Skinner, Sullivan & King, LLP**  
**P.O. Box 359**  
**Boise, ID 83701**

☐ Hand Delivered  
☐ U.S. Mail  
☒ Certified Mail (# 7003 0500 0003 1874 9623)  
☐ Facsimile



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Camille Wells, Program Specialist  
State Department of Education

# EXHIBIT 7



## **STRATTON LAND SERVICES, INC.**

8068 W. MAIN ST. UNIT 1

RATHDRUM, ID 83858

[rob@strattonls.com](mailto:rob@strattonls.com)

PHONE: (208) 687-2854

(888) 687-2854

[www.strattonls.com](http://www.strattonls.com)

**SURVEYING & ENGINEERING**

8 May 2018

Project 17019

Area 1

To be annexed to District #273 and

To be excised from District #271

A parcel of land located in sections 4, 5 and 8, township 50 north, range 4 west of the Boise Meridian, Kootenai County, Idaho, being more particularly described as:

Beginning at the northeast corner of said section 5;

Thence southerly along the east line of said section 2460 feet, more or less, to the beginning of a 1909.86 foot radius tangent curve to the left for the centerline of Huetter Rd. as depicted on ITD plan I-IG-90-1(48)5 pg 56 of 62;

Thence southeasterly along said curve and said centerline 243.89 feet;

Thence south 7° 21' 18" east (ITD bearings) along said centerline 485.25 feet to the beginning of a 572.96 foot radius tangent curve to the left for the centerline of Huetter Rd. as depicted on the 'Right-Of-Way Plan Seltice Way And Huetter Rd. Intersection Realignment' by Ruen-Yeager for Post Falls Highway District dated Jan. 1991 pg 3 of 10;

Thence along said centerline the following courses:

Southeasterly along said curve 151.12 feet to the beginning of a 600.00 foot radius tangent curve to the right;

Thence southerly along said curve 442.74 feet;

Thence south 19° 48' 38" west (Ruen-Yeager bearings) 270.36 feet to the beginning of a 600.00 foot radius tangent curve to the left;

Thence southwesterly along said curve 206.57 feet to a point on a line parallel with and 6.30 feet easterly of the west line of said section 4;

Thence south 0° 05' 06" west along said parallel line 1186 feet, more or less, to the northerly right-of-way line of Maplewood Avenue as determined on the plat of Edgewater at Mill River recorded in book 'J' of plats at page 60, records of Kootenai County, Idaho;

Thence leaving said centerline westerly along said northerly right-of-way line 505 feet, more or less, to a point on the extended west line of said plat;

Thence southerly along said west line and said line extended to the

center thread of the Spokane River;  
Thence westerly along said center thread to the intersection with the  
north-south center line of said section 8;  
Thence northerly along said north-south centerline to the northwest  
corner of the northeast quarter of said section 8;  
Thence northerly along the north-south centerline of said section 5  
for 5280 feet, more or less, to the northwest corner of the northeast  
quarter of said section 5;  
Thence easterly along the north line of said section 2640 feet, more  
or less, to the said point of beginning.



Area 1: Annexed/Excised: page 2



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**SURVEYING & ENGINEERING**

8 May 2018

17019

Post Falls School District #273

Overall boundary after proposed annexations/excisions

Beginning at the NW corner of the NE  $\frac{1}{4}$  of Section 20 T51N R5W and going east to the NE corner of section 24 T51N R5W, then south to the NE corner of the S  $\frac{1}{2}$  of said section, then east to the NE- NW corner of the SW  $\frac{1}{4}$  of Section 21 T51N R4W, then south to the NE corner of the W  $\frac{1}{2}$  of section 28 T51N R4W, then west to the NW corner of said section, then north to the NW corner of the S  $\frac{1}{2}$  of said section, then east to the NE corner of the SW  $\frac{1}{4}$  of said section, then south to the SE corner of the W  $\frac{1}{2}$  of Section 33 T51N R4W, then west to the NE corner of the W  $\frac{1}{2}$  of Section 5 T50N R4W, then south to the point where the east edge of the W  $\frac{1}{2}$  of Section 8 T50N R4W to the NW corner of section 4, T50N, R4W, then continuing south 2460 feet, more or less, to the beginning of a 1909.86 foot radius tangent curve to the left for the centerline of Huetter Rd as depicted on ITD plan I-IG-90-1(48)5 pg 56 of 62, then southeasterly along said curve and said centerline 243.89 feet. Thence south 7° 21' 18" east (ITD bearings) along said centerline 485.25 feet to the beginning of a 572.96 foot radius tangent curve to the left for the centerline of Huetter Rd as depicted on the 'Right-Of-Way Plan Seltice Way And Huetter Rd. Intersection Realignment' by Ruen-Yeager for Post Falls Highway District dated Jan. 1991 pg 3 of 10. Thence along said centerline the following courses: Southeasterly along said curve 151.12 feet to the beginning of a 600.00 foot radius tangent curve to the right. Thence southerly along said curve 442.74 feet. Thence south 19° 48' 38" west (Ruen-Yeager bearings) 270.36 feet to the beginning of a 600.00 foot radius tangent curve to the left. Thence southwesterly along said curve 206.57 feet to a point on a line parallel with and 6.30 feet easterly of the west line of said section 4. Thence south 0° 05' 06" west along said centerline 1186 feet, more or less, to the northerly right-of-way line of Maplewood Avenue as determined on the plat of Edgewater at Mill River recorded in book 'J' of plats at page 60, records of Kootenai County, Idaho, then westerly along said northerly right-of-way line to the intersection of the extended west boundary line of said plat, then south along said west boundary line of said plat to where it meets the Spokane River, then westerly down the Spokane River taking the north channel by the island in Section 8 T50N R4W to the point where the Spokane River touches the eastern border of Section 12 T50N R4W R5W, then south to the SE corner of the N  $\frac{1}{2}$  of Section 24 T50N R5W, then west to the SE corner of the NW  $\frac{1}{4}$  of Section 23 T50N R5W, then south to the

SE corner of the SW  $\frac{1}{4}$  of said section, then west to the NE corner of the W  $\frac{1}{2}$  of Section 28 T50N R5W, then south to the SE corner of the W  $\frac{1}{2}$  of said section, then west to the SW corner of said section, then south to the SE corner of Section 32 T50N R5W, then east to the NE corner of Section 4 T49N R5W, then south to the SE corner of the N  $\frac{1}{2}$  of Section 9 T49N R5W, then west to the SW corner of the NE  $\frac{1}{4}$  of section 8 T49N R5W, then north to the SW corner of the NE  $\frac{1}{4}$  of Section 5 T49N R5W, then west to the SW corner of the n  $\frac{1}{2}$  of Section 1 T49N R6W, then north to the NW corner of Section 36 T51N R6W, then east to the NW corner of Section 32 T51N R5W, then north to the SW corner of the NW  $\frac{1}{4}$  of Section 20 T50N R5W, then east to the SE  $\frac{1}{4}$  **corner** of the NW  $\frac{1}{4}$  of said section, then north to the point of beginning.

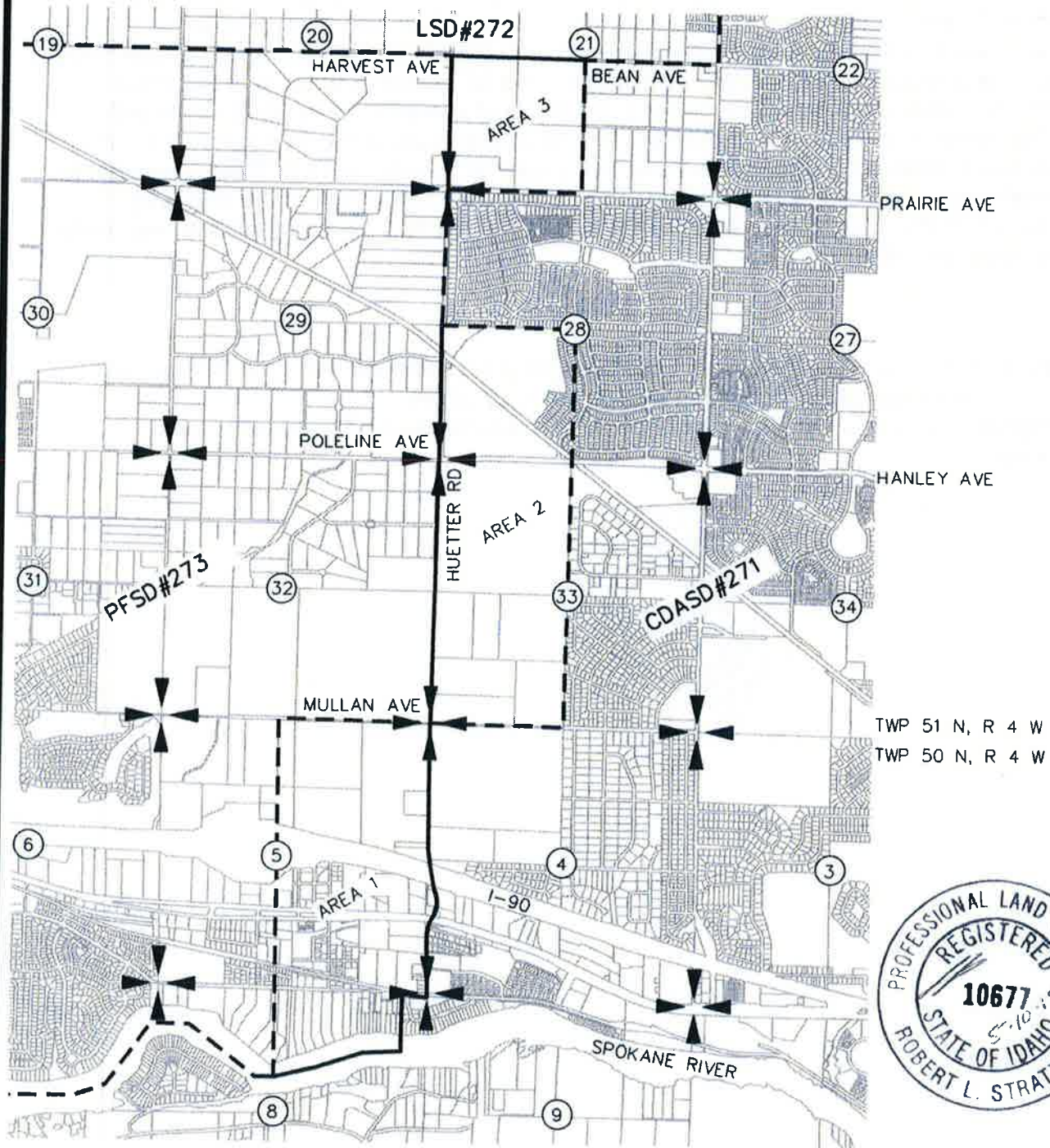
Notes: 1) Survey stamp/ signature is valid for highlighted additions and strike through text only. The remainder of this document was provided by others.  
 2) Original description was a poor quality PDF that was transcribed by Stratton Land Services.



PFSD #273: Overall boundary after Annexations/Excisions: page 2



CDASD#271, PFSD#273 DISTRICT BOUNDARY REVISION  
 SEC 4, 5 AND 8, T50N, R4W, AND SEC 21, 28 AND 33, T51N, R4W



SKETCH FOR  
**CDA SD**

— = NEW BNDY  
 - - - = EXISTING BNDY  
 — = OTHER PARCEL BNDY



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17019-1.DWG

DATE: 5/8/18

DRAWN BY: RFL

SCALE 1"=3000'

SHT. 1 OF 1

PROJ # 17019

# EXHIBIT 8





## **STRATTON LAND SERVICES, INC.**

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***SURVEYING & ENGINEERING***

8 May 2018

Project 17019

Area 2

To be annexed to District #271 and

To be excised from District #273

The southwest quarter of section 28 and the west half of section 33,  
all in township 51 north, range 4 west of the Boise Meridian,  
Kootenai County, Idaho.





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***SURVEYING & ENGINEERING***

8 May 2018

Project 17019

Area 3

To be annexed to District #271 and

To be excised from District #273

The southwest quarter of section 21, township 51 north, range 4 west  
of the Boise Meridian, Kootenai County, Idaho.





## STRATTON LAND SERVICES, INC.

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**SURVEYING & ENGINEERING**

8 May 2018

17019

Coeur d'Alene School District #271

Overall boundary after proposed annexations/excisions

Beginning at the north  $\frac{1}{4}$  corner of Sec. 5, Twp. 50 N, R 4 W BM; thence east approximately 1 mile to the north  $\frac{1}{4}$  corner of Sec. 4, said township and range; thence north approximately  $1\frac{1}{2}$  miles to the center of Sec. 28, Twp. 51 N, R 4 W BM; thence west approximately  $\frac{1}{2}$  mile to the west  $\frac{1}{4}$  corner of Sec. 28, said township and range; thence north approximately  $\frac{1}{2}$  mile to the SW corner of Sec. 21, said township and range; thence east approximately  $\frac{1}{2}$  mile to the south  $\frac{1}{4}$  corner of Sec. 21, said township and range; thence north  $\frac{1}{2}$  mile to the center west  $\frac{1}{4}$  corner of Sec. 21, Twp., 51 N, R 4 WBM; thence east approximately  $\frac{1}{2}$  mile to the east  $\frac{1}{4}$  corner of Sec. 21, said township and range; thence North approximately  $\frac{3}{16}$  mile to the SE corner of the north  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence west  $\frac{1}{8}$  mile to the SW corner of said north  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence south  $\frac{1}{16}$  mile to the SE corner of the east  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence west  $\frac{1}{16}$  mile to the SW corner of said east  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence north  $\frac{1}{8}$  mile to the NW corner of said east  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence west  $\frac{1}{16}$  mile to the SW corner of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence north  $\frac{1}{8}$  mile to the NW corner of said SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence east  $\frac{1}{8}$  mile to the NE corner of said SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence north  $\frac{1}{16}$  mile to the NW corner of the south  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence east  $\frac{1}{8}$  mile to the NE corner of said south  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said sec. 21; Thence north  $1\frac{1}{16}$  miles to the SW corner of Sec. 10, said township and range; thence east approximately  $1\frac{1}{2}$  miles to the south  $\frac{1}{4}$  corner of Sec. 11, said township and range; thence north to the center of said Sec. 11; thence east approximately  $\frac{1}{2}$  mile to the east  $\frac{1}{4}$  corner of said Sec. 11; thence north approximately  $\frac{1}{4}$  mile to the NW corner of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Sec. 12, said township and range; thence east approximately  $\frac{1}{2}$  mile to the NE corner of the SE  $\frac{1}{4}$  corner of the NW  $\frac{1}{4}$  of said Sec. 12; thence north approximately  $\frac{3}{4}$  mile to the center of Sec. 1, said township and range; thence east approximately  $\frac{1}{2}$  mile to the east  $\frac{1}{4}$  corner of said Sec. 1; thence north approximately  $\frac{1}{2}$  mile to the NW corner of Sec. 6, Twp. 51 N, R 3 WBM; thence east  $3\frac{1}{4}$  miles, more or less, to the center of Hayden Lake; thence north approximately 1 mile to the mouth of Hayden Creek; thence north along the center thread of Hayden Creek to the north boundary of Sec. 34, Twp. 52 N, R 3 WBM; thence east approximately  $2\frac{3}{4}$  miles to the NE corner of Sec. 36, said township and range; thence south approximately 1 mile to the SE corner of said Sec. 36; thence east  $14\frac{1}{4}$  miles, more or less, to the Shoshone County line; thence south 5 miles,



more or less, along the Kootenai-Shoshone County line to the SE corner of the SW 1/8 of Sec. 27, Twp. 51 N, R 1 EBM, on the Shoshone County line; thence west approximately 8 ¾ miles to the north ¼ corner of Sec. 31, Twp. 51 N, R 1 WBM; thence south approximately 7 miles to the south ¼ corner of Sec. 31, Twp. 50 N, R 1 WBM; thence west approximately ½ mile to the NW corner of Sec. 6, Twp. 49 N, on the range line between Ranges 1 & 2 WBM; thence south 3 miles, more or less, to the SE corner of Sec. 13, Twp. 49 N, on the range line; thence west approximately 9 miles to the SW corner of Sec. 15, Twp. 49 N, R 3 WBM; thence north approximately ½ mile to the west ¼ corner of said Sec. 15; thence west approximately 1 ½ miles to the center of Sec. 17, said township and range; thence north approximately 1 ½ miles to the south ¼ corner of Sec. 5, said township and range; thence west 1 ½ miles, more or less, to the center of Coeur d'Alene Lake; thence south and west, continuing along the center thread of Coeur d'Alene Lake and Windy Bay to a point where it intersects the west line of Sec. 30, Twp. 48 N, R 4 WBM; thence north approximately 2 ½ miles to the SW corner of Sec. 7, said township and range; thence west approximately 1 mile to the SW corner of Sec. 12, Twp. 48 N, R 5 WBM; thence north approximately 5 miles to the NW corner of Sec. 24, Twp. 49 N, R 5 WBM; thence west approximately 1 mile to the NE corner of Sec. 22, said township and range; thence south approximately 1 mile to the SE corner of said Sec. 22; thence west 4 miles, more or less, to the Washington-Idaho State line; thence north approximately 3½ miles to the west ¼ corner of Sec. 1, Twp. 49 N, R 6 WBM; thence east 1½ miles, more or less, to the center of Sec. 5, Twp. 49 N, R 5 WBM; thence south 1 mile to the center of Sec. 8, said township and range; thence east approximately 1½ miles to the east ¼ corner of Sec. 9, said township and range; thence north approximately 2 ½ miles to the NW corner of Sec. 33, Twp. 50 N, R 5 WBM; thence east ½ mile to the north ¼ corner of said Sec. 33; thence north approximately 1 mile to the north ¼ corner of Sec. 28, said township and range; thence east approximately 2 miles to the north ¼ corner of Sec. 26, said township and range; thence north approximately ½ mile to the center of Sec. 23, said township and range; thence east approximately 1½ miles to the west ¼ corner of Sec. 19, Twp. 50 N, R 4 WBM; thence north 2 miles, more or less, to the center thread of the Spokane River; thence east 1½ miles, more or less, along the center thread of the Spokane River to a point where the river intersects the north-south-center line of extended west boundary line of the plat of Edgewater at Mill River recorded in book 'J' of plats at page 60, records of Kootenai County, Idaho in Sec. 8, Twp. 50 N, R 4 WBM; thence north 1½ miles, more or less along said west boundary line and said west line extended to the intersection with the northerly right-of-way line of Maplewood Avenue as determined on said plat; thence easterly along said northerly right-of-way line of Maplewood Avenue to the east line of section 8; thence continuing along said right-of-way line 630 feet to the centerline of Huetter Rd as depicted on the 'Right-Of-Way Plan Seltice Way And Huetter Rd Intersection Realignment' by Ruen-Yeager for Post Falls Highway District dated Jan. 1991 pg 3 of 10.

Thence along said centerline the following courses: north 0° 05' 06" east 1186.43 feet to the beginning of a 600.00 foot radius tangent curve to the right; thence northeasterly along said curve 206.57 feet; thence north 19° 48' 38" east (Ruen-Yeager bearings) 270.36 feet to the beginning of a 600.00 foot radius tangent curve to the left; thence northeasterly along said curve 442.74 feet to the beginning of a 572.96 foot radius tangent curve to the right; thence northeasterly along said curve 151.12 feet; thence leaving said centerline north 7° 21' 18"

CDASD #271: Overall boundary after Annexations/Excisions: page 2

west along the centerline of Huetter Rd. as depicted on ITD plan I-IG-90-1(48)5 pg 56 of 62 for 485.25 feet to the beginning of a 1909.86 foot radius tangent curve to the right; thence northwesterly along said curve and said centerline 243.89 feet to a point on the east line of said section 5; thence northerly along said east line 2460 feet, more or less, to the northeast corner of said section; thence northerly 2 ½ miles, more or less, to the point of beginning.

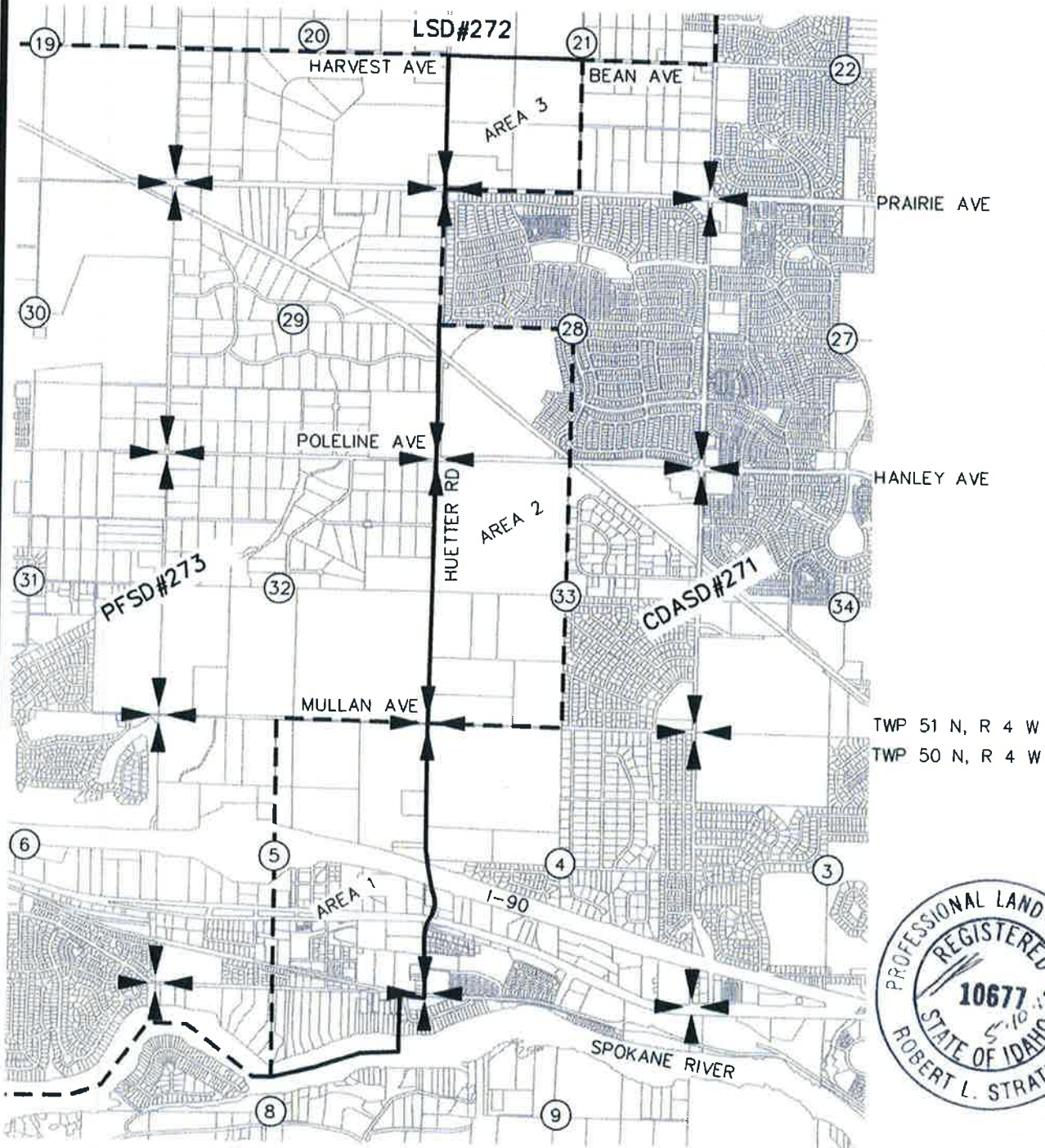
Note: survey stamp/ signature is valid for highlighted additions and strike through text only. The remainder of this document was provided by others.



CDASD #271: Overall boundary after Annexations/Excisions: page 3



CDASD#271, PFSD#273 DISTRICT BOUNDARY REVISION  
 SEC 4, 5 AND 8, T50N, R4W, AND SEC 21, 28 AND 33, T51N, R4W



SKETCH FOR  
**CDA SD**

— = NEW BNDY  
 - - - = EXISTING BNDY  
 — = OTHER PARCEL BNDY



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17019-1.DWG

DATE: 5/8/18

DRAWN BY: RFL

SCALE 1"=3000'

SHT. 1 OF 1

PROJ # 17019



**SUPPLEMENTAL MATERIALS FOR PETITION TO ADJUST BOUNDARY FOR DISTRICTS 271 AND 273**

**PAGE**

2	Public notice of March 19, 2018 joint meeting
3	Agenda for March 19, 2018 joint meeting
4-9	Twelve comments submitted as written testimony on proposal
10	Letter of support from Allen Dykes, CEO, Architererra Homes
11-12	Public testimony signup sheet for March 19, 2018 joint meeting
13-17	Transcript of public testimony of 10 speakers at March 19, 2018 joint meeting
18	Minutes of March 19, 2018 joint meeting by District 271 board clerk
19-20	Minutes of March 19, 2018 joint meeting by District 273 board clerk
21-23	Joint Resolution in support for alteration of legal boundary
24-29	Coeur d'Alene Press coverage of proposed boundary change





## NOTICE OF BOARD OF TRUSTEES MEETING

### Joint Meeting with Post Falls School District 273

NOTICE IS HEREBY GIVEN that members of the Board of Trustees of School District 271 will hold a Special Meeting, Monday, March 19, 2018 beginning at 6:00 PM at the Midtown Center Meeting Room, 1505 N. 5<sup>th</sup> Street, Coeur d'Alene.

The Board will meet as noted on the attached agenda.

Lynn M. Towne, Clerk  
Board of Trustees  
School District 271

Dated this 15<sup>th</sup> day of March, 2018

*NOTE: If any auxiliary aids or services are needed for individuals with disabilities, please contact Lynn Towne, the Clerk of the Board, at (208) 664-8241 ext. 1007 or for T.T.Y 1-800-377-3529, no later than three (3) working days before the meeting. Personnel matters are routinely undertaken in Executive Session. Discussions about specific personnel matters are not an appropriate part of an open meeting agenda.*

### INVEST | INSPIRE | INNOVATE

We invest in each student to prepare, challenge and advance well-educated, resilient and future-ready citizens.

05/22/2018

Posted 3-15-18 J. Towne

Board of Trustees  
Coeur d'Alene School District 271 and Post Falls  
School District 273  
Midtown Center Meeting Room

March 19, 2018

Special Meeting 6:00 PM

### AGENDA

1. Call Meeting to Order/Pledge of Allegiance
2. Welcome – Casey Morrisroe/Dave Paul
3. Joint Meeting/Workshop
  - A. Purpose of Meeting Stan Olson
  - B. How did we get here? Stan Olson
  - C. (Draft) Boundary Proposal Presentation Jerry Keane
  - D. Public Comment *Citizens may speak for three minutes on this topic.*
  - E. Board Questions and Comments Casey Morrisroe and Dave Paul
  - F. Other Matters of Concern All
4. Adjournment

05/22/2018

Supplemental Boundary Petition Packet Page 4 of 29

March 2, 2018

Lynn,

Good afternoon! My name is Joshua Wold. My wife and I are currently building a home in The Trails with Architera; moving in this month (we may not be able to make the meeting because it's the same day as one of our walkthroughs)

We saw the letter regarding the boundary between Post Falls and Coeur d'Alene for school districts.

It is our desire that our new home would be in the Coeur d'Alene School District. We were under the impression that this was already the case and were surprised when we saw the letter.

Resetting the boundary line to Huetter is a change that we would wholeheartedly support.

The new address we'll be moving into will be 4214 Downing Lane, Coeur d'Alene ID 83815.

Thank you so much!

Joshua and Monica Wold  
Cell: (260) 615-8254

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Board of Trustees  
Coeur d'Alene Public Schools  
District 271

March 7, 2018

Board of Trustees  
Post Falls School District  
District 273

As owner of parcel #H00000216900, parcel description SE-SW EX RW 21 51N 04W, we fully support the proposed boundary adjustment under consideration between the two districts.

The proposal of the new boundary line seems to be a logical and common sense adjustment resulting from the evolution of the communities.

Your consideration to grandfather affected enrolled students to attend the school district of their choice during the transition seems sensible as well.

Thank you for your work as Trustees as you guide the challenging education process of our communities.

Respectfully,

Robert Farr  
Robert Cecil Farr JR. and Teresa Ann Holladay Farr Revocable Trust

Teresa Farr

05/22/2018

## Supplemental Boundary Petition Packet Page 5 of 29

March 16, 2018

I reside at 6965 Rendezvous Dr. CDA 83815. I believe that the proposed boundary change making Heutter Rd. the new boundary between CDA and Pist Falls school districts is a good idea. Thank you for considering my opinion. Joan McCarty

---

March 18, 2018

I am going to be so sad for my kids and the emotional toll it will take when we move into our house in the trails and they have to be moved to another city for school. Living in 83815 should go to school in 83815. I drive to the school 3 times a day for drop off and pick ups and volunteer also in my kids classes. Please change for them to be in Cda school district

-Ashley Morin

---

March 19, 2018

My granddaughters live in CDA and attend Atlas Elementary. Currently only a 5 minute drive for their mother who is also home with a toddler. She has to transport them in the morning then back to pick up the kindergartner at 12:30 and back again at 3:30 for the second grader. This trip would be so much harder on her not to mention the girls who would lose several of their friends and an hours sleep if they had to travel to post falls. They are currently buying a home in the Trails housing development that could potentially put them in a post falls school district. Please consider this at your meeting.  
Thank you for your consideration, Denise Morin

05/22/2018

## Supplemental Boundary Petition Packet Page 6 of 29

March 19, 2018

Dear Board of Trustees,

Aly and I are building a home in the Trails neighborhood off of Han'ey Avenue and North Carrington Lane. Our new address is going to be 6809 Hourglass. We would like to be zoned into the Coeur d'Alene school district. We are moving to Coeur d'Alene to be part of the Coeur d'Alene community and that definitely involves our boys going to school in Coeur d'Alene. We think that Huetter Road is a very sensible boundary. Huetter Road is a natural boundary for most of the kids in the surrounding neighborhoods because of its undeveloped, rural nature with no sidewalks or good crossing. We want our kids to go to school with their neighborhood friends and most likely those friends are going to be the kids from The Landings and Hawks Nest.

Thank you,

Eric & Aly Clyne

March 19, 2018

Greetings Lynn,

As I am unable to attend tonight's meeting regarding the letter dated March 1, 2018 regarding adjusting the boundary line for the school districts, please accept my following comments.

I feel at the stage of growth of both Post Falls and Coeur d'Alene, the adjustment of the school district boundaries are justified and necessary at this point. Huetter Rd is well accepted as the boundary between the two cities and as a resident of The Trails neighborhood in CDA, would like to feel that children in my neighborhood establish long term relationships with the other children in the neighborhood and not be shuttled to and fro between CDA and Post Falls.

I'm also not in favor of paying Post Falls school taxes as a resident of Coeur d'Alene.

Therefore, I am very much in favor of the boundary adjustments outlined in the letter and map dated March 1, 2018.

Best regards,

Barbara Yeager

March 19, 2018

To Coeur d'Alene and Post Falls School Districts and Board of Trustees,

Thank you for your March 1, 2018 letter regarding your proposed Coeur d'Alene / Post Falls school district boundary line adjustment. We have reviewed and support your recommended boundary line change to better align each district and better accommodate future growth. We agree this change provides for a clearer and more logical dividing line.

Thank you for your efforts in planning for future growth.

Ryan Nipp - Parkwood Business Properties

05/22/2018

March 19, 2018

To whom it may concern:

My name is Dan Shaw, and my wife Kami Shaw and I have three boys, ages 9, 7, and 2, and we are expecting one more (against all odds, a girl!). We are currently building a house in The Trails neighborhood in NW Coeur d'Alene. Our house is in the city of Coeur d'Alene, but we are currently zoned for Post Falls school district. My wife grew up in Coeur d'Alene, we met here, lived in Seattle for 10 years, and now we've moved back. We strongly support the proposed boundary change that would move us to Coeur d'Alene School District.

First off, we have nothing against Post Falls. However, living in Coeur d'Alene, it makes logical sense for us to go to Coeur d'Alene schools, and that's what we expected to do. Similarly, if we had bought a home in Post Falls we would have expected to go to Post Falls schools. It makes sense and contributes to the feeling of community. We are more familiar with Coeur d'Alene schools in general, and they are much closer to our new home. The Post Falls elementary school we would be attending is 5 miles away, the middle school is 7 miles away, and the high school is 5 miles away. Conversely, the closest Coeur d'Alene elementary school is 1.5 miles away, the middle school is 2 miles away, and the high school is 2 miles away. We are talking about the difference of a short walk or drive/bus ride, compared to a 15-minute drive or likely a much longer bus ride. We would have to drive through a section of town that goes to a Coeur d'Alene school to reach their Post Falls school 15 minutes away. Other activities we do would still be based in Coeur d'Alene, such as Parks and Rec sports. We want them to live near, go to school with, and play sports with the same group of kids and families. If the change does not happen it would be much harder for our boys to make lasting friends.

Additionally, Coeur d'Alene is planning to build an additional school in the NW quadrant of the city, which should increase the capacity in that region. If this change does not happen now, I feel confident that it would happen eventually. We would much prefer our children start in their Coeur d'Alene schools now rather than 5 years from now. The only reason I can see to not make this change is for financial reasons. As a school board your primary concern is for the welfare of the children in your area. Please don't make this about the money, make it about doing what is best for the children. What is best for the children is to make this change, to allow them to go to the schools that are closer, with the children that live near them.

Thank you for your consideration,

Daniel Shaw, DDS

Kami Shaw

Eli, Logan, and Jackson Shaw

05/22/2018

March 19, 2018

I would like to voice my full support for common sense boundaries in Coeur d'Alene School District. I have lived in the Coeur d'Alene area over 18 years. I have thrived on what the area has to offer. We have started a business and raised our family here with the support of this community. When I say support I mean "Coeur d'Alene Support"- from teachers taking extra time out of their day to help raise money for a school trip to France to business men offering brainstorming time with my husband. For us to send Coeur d'Alene resident's children to Post Falls is ridiculous. These people live and work in Coeur d'Alene it is an added burden to families to be driving back and forth. I am asking this community to take in there own like they have always done. A perfect example of my life in Coeur d'Alene happened a couple weeks ago. I just had finished signing papers at escrow with my son on his first home. After this I went to grab a coffee and I ran into his high school wrestling coach. We spent a few minutes catching up on my son achievement of buying a home and talked about his family. This is Coeur d'Alene's heart and soul. This is how I raised great kids. My kids had the full support of this community and flourished- we can make room for a few more.

Thank you,  
Nichol Johnson

March 19, 2018

To whom it may concern

We are prospective homeowners in The Trails subdivision and are unable to attend tonight's workshop

We feel that Huetter is the boundary line and that all homes and subdivisions going east which includes The Trails should be zoned for the CDA school district. There shouldn't be any division especially in one subdivision. This is a community and the children that will attend these schools are part of that community. They need stability and oneness as they grow up with the children in their community.

Do not divide them. They need to be united as a whole community.

If you have any questions, please feel free to email at this address

Thank you for your time and consideration. We hope you will truly consider the children and make The Trails development part of the CDA School District

Sincerely,  
James and Connie Wills

05/22/2018

March 20, 2018

Good Morning Lynne,

I know I am late, and have probably missed any deadline for input regarding the potential boundary change between the CDA school District and the Post Falls School District, but I thought I would try.

My family and I own/live at 6685 E Maplewood Ave., Post Falls, which is located on the NE corner of the intersections of Maplewood Ave and Seeley St, which is located a short distance east of the western boundary (current) of the CDA school district.

Prior to purchasing our home around 3 years ago, we lived rented within the Post Falls School District, and our oldest son (age 10, going into 6<sup>th</sup> grade) has attended schools in the Post Falls School District his entire school career thus far. Since we purchased our home, we have had to petition the Post Falls School District each year to allow our son to continue to enroll and attend school there with familiar teachers and friends, which has not been an undue burden to this point, as the elementary schools have the GAP afterschool program.

The crux of the biscuit is this: because we attend schools in Post Falls, but live within the CDA school district, we are unable to ride the bus. Without a decent after school program at the middle schools in Post Falls, we are faced with the challenge of trying to get our child after school to get him home. I work for Latah County in Moscow (90 minute commute) and my wife is a Hospice social worker, and neither of us can reliably be available to get him home after school. So, this year, after 7 years in the District, we may be forced to attend CDA schools, just because of transportation issues.. Changing the boundaries, as proposed, puts us inside the Post Falls School District, and fixes the problem..

Thank you

-James Agidius

GIS Coordinator

Latah County, ID

05/22/2018





## THE TRAILS SUBDIVISION

ATTN: IDAHO STATE BOARD OF EDUCATION

Thank you for your time and attention to revisiting the school district boundary line between Coeur d'Alene and Post Falls. As you are aware, the existing dividing line takes an irregular jog to the East of Huetter (just south of Poleline) thus deviating from the City boundaries between Post Falls and Coeur d'Alene respectively. See attached map. The newly proposed boundary update not only straightens out the dividing line, but also brings with it the following advantages:

The current boundary line is confusing to home buyers in the newly developed Coeur d'Alene communities. In some cases, families on the same street, often right across the street from each other, are in different school districts. This new boundary allows for neighborly communities, where neighbor kids build shared friendships, can carpool, etc.

The new boundary also cleans up the bus routes. With the current boundary, Post Falls buses are required to drive North into Coeur d'Alene, up to Prairie Avenue, then south through all the neighborhoods that are aligned with the Coeur d'Alene school district. Relative to the adjacent communities, a portion of The Trails community would be the only pocket community attending Post Falls schools. Both cities and particularly families of small children will benefit by having a single bus route through the developments. This new plan will eliminate the "out-of-the-way" trips or Post falls buses, and will eliminate accidental bus trip rides to the wrong city/school.

As far as the school impact goes, we conservatively anticipate that roughly 8 homes with school aged children will be added to Coeur d'Alene each year. The Trails community sells about 40 homes per year, of which maybe 20% have school aged children (K-12). We feel that this number is very manageable and will not have any negatively impacts to either Post Falls or Coeur d'Alene.

Overall, the newly proposed line brings neighborhood cohesiveness and easier bus transportation routes. This plan is commonly referred to as "the common sense" revision. I feel strongly that the new line is mutually beneficial for all parties and has been very well received in the community. I welcome a phone call if you have any further outstanding questions. Again, we greatly appreciate your time on this matter.

Allen Dykes  
Chief Operating Officer  
Architerra Homes, LLC  
(509) 230-0876  
allen@myarchiterra.com

05/22/2018

Welcome To a Joint Meeting of the Board of Trustees - Coeur d'Alene and Post Falls School Districts

# SIGN IN - Boundary Change Proposal

Meeting Date: March 19, 2018

Thank you for attending. Please sign in below.

Name/Address (Print please)	Contact Information (Phone/Email)	Address
<del>John &amp; Erin Swallow</del>	<del>(208) 661-2518</del>	<del>9055. Jarvis Rd, CoA</del>
✓ Stephen & <u>Katie</u> CHAFFIN	208-755-5975	60814 Hourglass Rd. CoA
✓ Gary Myerson	208 765-8354	7094 W. Big Sky Dr. PF.
✓ <del>Shelley Hansen</del>	<del>hanszmon3@hotmail.com</del>	<del>4975 Canterbury Rd CoA, ID 83815</del>
✓ Tori Myers	tori + myers@gmail.com	7062 N Rendezvous Dr CoA ID 83815
✓ Kelli Wells	(208) 699-3643 KELLI.WELLS001@GMAIL.COM	380 S Mossy Rock Ln CoA 83814
✓ Robert & Teresa Fack	208 664 4849	842 S MILLVIEW Dr, CoA 83814
✓ Aileen Dykes	509-230-0876	1259 W. Lakewood Dr. #200 CoA 83814
✓ Stephanie Meeks	208-699-1785 stephanie.myerson@gmail.com	6710 N. RENDZVOUS Dr. Coeur d'Alene, ID 83815
<del>Nicholas Meeks</del>	<del>208-964-0661</del> <del>nicholameeks@idla.k12.id.us</del>	<del>6710 N. Rendezvous Dr. CoA 83815</del>

Concerned about future value  
- buyers always  
- public vote

Boundary splits property  
- sales affect

- owns property  
- N. Prairie

Architect's homes

- Special Need  
- Student  
- needs service  
- offered

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Supplemental Boundary Petition Packet Page 11 of 29

## SIGN IN – Boundary Change Proposal

**Meeting Date: March 19, 2018**

*Thank you for attending. Please sign in below.*

[illegible]

**TAB 9 Page 12**

**PUBLIC TESTIMONY AT JOINT POST FALLS SCHOOL DISTRICT/COEUR D'ALENE  
SCHOOL DISTRICT BOUNDARY WORKSHOP, MARCH 19, 2018**

**Katie Chaffin, Coeur d'Alene:** We have two children that are already in the Coeur d'Alene School District. We are just bettering our family, moving into The Trails. With the expectation of common-sense boundaries, we thought that would be Coeur d'Alene School District. So I appreciate this coming back to the table, as it was declined in December by the state board. I'm not sure if, is it in the law, the best interest of the children – if that was taken in effect. With all these children being in the same neighborhood, but you across the street have to go to Post Falls, you have to go to Coeur d'Alene. That isn't common sense. I appreciate the positivity in allowing us to talk about it again. Thank you.

**Gary Nystrom, Post Falls:** (Lives near The Landings) I've had some long conversations with Dave Paul and Jerry Keane. For the most part I'm for this. But what I have not been supportive (of) is the tax cuts that we take, the revenue losses from property value that we take. And somebody just mentioned \$40 million, but we're not talking about The Landings. If you build the total out, and I just take a conservative number that the builder has, you're at \$200 million by the time they get those 475 houses in there pretty soon. So that's something I look at, because then we lose that value; it pushes taxes back onto us. And I know some people in here keep discussing common-sense boundary. I went to The Trails and talked to them, pretend like I was a buyer, and asked them what the school district ought to be. They've been very open: You're in the Post Falls School District, but we're trying to move you over. It's the buyer's responsibility to know where they're into. That's their job to know what school district they're into. And that's one of the reasons I fought this move last year for this. But Jerry will tell you I'm kind of on board with this. But I'm the one that says that kids need to be in their school district if they want to stay here. I've supported much of this that's gone on. I just worry about us sucking up losses in property values, and that's where I stand on it. And I also want to see a vote of the people on this. Okay?

**Tori Myers, Coeur d'Alene:** I currently live in The Trails. I have a 4-year-old, so he's not in school yet. The boundary lines goes right through my property. So half of my property is in Coeur d'Alene and the other half of my property is in Post Falls. And so for me, I just feel like, OK, so my neighbor right next door to me gets to go, because their boundary line is like this much more in Coeur d'Alene than mine is, their child next door gets to go to Coeur d'Alene, but then my child goes to Post Falls. So I just don't think that makes very much sense at all. Not to mention, like we are thinking, OK so we sign up our son in Little League, like if you look at the Little League boundary map for Little League, we are in the Coeur d'Alene Little League. So not only are we going to be in the Coeur d'Alene Little League, but now our child goes to Post Falls because two feet of the boundary line is different. It doesn't make sense to me. Then there's the park aspect of it. You know we're going to have this community park, and we're walking our dogs and all of our friends and everything are on Carrington right there. Well, I just think it would make sense for my son to be able to go outside and play with all of his friends that he can grow up with and go to school with all of those friends. That just makes sense to me.

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**Keith Wells, Coeur d'Alene:** I actually do the sales for The Trails subdivision. So my role here tonight is not necessarily as an impacted parent but just to get feedback, much the same as yourself. So I do want to say thank you to both boards for looking at this issue. Because just from a purely sales standpoint, there are seven houses, eight if we count the one south of Johns Hawk there, that are in 271. So from a simplicity standpoint, just to be able to tell somebody, you're in this one, you're in that one, that's really, from my perspective, what we'd be looking for. Again, would like to see it, from a common-sense perspective, as has been brought up a couple of times, that's really what I'd like to see. Thank you for addressing it and taking it into consideration.

**Robert Farr, Coeur d'Alene:** I don't reside in this area that's impacted. But I do own some property north of Prairie Avenue. And thanks to some of the members that are here, that property north of Prairie yet east of Huetter was annexed into the City of Hayden a couple of years ago. So presently, to me, it doesn't make sense that that corner of the City of Hayden would do to the Post falls School District as opposed to the Coeur d'Alene School District. So I think you've made a great effort on trying to reach a common ground in resolving this problem, and I applaud your efforts.

**Allen Dykes, Coeur d'Alene:** My name is Alan Dykes. I am chief operating officer for Architerra Homes and I don't know from a format standpoint if people want to ask me questions by all means. We're here, Architerra, is here because we, as a builder, are trying not to fall into that rut of being somebody that just builds homes, We're trying to create communities. One of the things that in the Trails is the challenge that we as we've already heard is that we're split— it's a small sector but we're split right now within our current phase. And as we look at this community as we build it out, we're going to be in the city of Coeur d'Alene and we're going to be getting bused over to the Post Falls School District and that to me doesn't make sense. I've got no issues with the Post Falls School District. I love the Post Falls School District, we have given land to Post Falls in our reserve community, will be giving land to Post Falls in our Foxtail community, we are very much a fan. The difference is those are in the city of Post Falls and to me that makes sense. It really does. As we look at this subdivision, you know we throw that number out 470 homes is what we currently project. Things can change, meaning we don't know what the market might bear in five years, ten years. What I do know based on current sales velocity we're looking at 30 sales or so a year. So 30 sales, we've got 400 to go, if you do the math as you know 13 years to build it out. Right now with my current community, we don't have that many kids, that you know, we're very much a mix of we have the families that are moving into our communities and we also attract those buyers that are downsizing that are empty nesters. So if I look in our community right now we've been on pace right around 20 percent of our homes. So if you do the math and you figure 20% of the homes over you know each year then you're looking at 30 sales and you figure 2 / 2 per house you're looking right around 12 kids being introduced in K through 12 each year, and again I'm doing very rough numbers here, there's others are going to have greater analytics than us. To me Huetter is the common sense boundary and I cannot stress enough this is not about a developer trying to

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make more money, it's not. We will live with whatever decision is rendered. We never have approached any home buyer and I would challenge anyone to say differently from Archterra standpoint where we have said "you're in the Coeur d'Alene district" or "we guarantee you will be in the Coeur d'Alene district." We will not go that route. Not only from a lawsuit standpoint that is dishonest and that is not how we approach our business. So we have been very forthright in "you're in the city of Coeur d'Alene, you attend Post Falls School District." We are currently in the process, but at the end of the day the process is the process and will respect the decisions. My last note and again, I just want to emphasize this enough; we're trying to create communities. We want cohesiveness within the community. We want the kids within the community feeling that sense of pride. I know the boundary line always just going to have to reside somewhere and I know that there's always going to be one kid on one side, one kid on the other, but we have the trails community and we're trying to do something special there. To me it does make sense to have the boundary on Huetter and I think that it is common sense.

**Stephanie Meeks, Coeur d'Alene:** So I live in the Trails neighborhood as well and I would agree with everything Alan has said. We've known that it was a Post Falls School District but what doesn't make sense was that these boundaries were done eighty years ago. I mean, the whole, I've only lived here 11 years. My husband has lived here his whole life. Everything has just changed drastically, even in the ten years I've lived here so like we've all been saying the common boundary that's what makes sense.

We work in Coeur d'Alene, we pay taxes in Coeur d'Alene, we have three schools within five miles from us, an elementary, middle, high school. There is a really small amount of families, I would say in our neighborhood, most people are downsizing. My immediate neighbors don't have children. I have two, one is special needs and we'll need a parapro with her until she's the senior in high school. Post Falls has not reached out to us and we've been told that at the age of three we're supposed to have our transition meeting out of infant/toddler. Post Falls has never reached out to us and Coeur d'Alene has been all over it. We are setting, I mean everybody that we've met and is working with our daughter is through the city Coeur d'Alene and in Coeur d'Alene we're on the coordinating team — whatever that means to anybody. We would like our children to go to the Coeur d'Alene School District because like we said we do work in Coeur d'Alene, my husband is actually a teacher for the Coeur d'Alene School District, and we drive-by. I mean for us, my daughter is blind she's never going be able to drive herself to school. Yes, the bus is an option but if we need to pick her up and take her to appointments going to Post Falls and coming back, it is just an inconvenience for us. Granted, we are one family. But we would be for this new proposal, so thank you.

**Kami Shaw, Coeur d'Alene:** My name is Kami Shaw. My husband and I and our three boys will be moving into our new home in the Trails next month. Our two oldest boys are currently in 1st and 3rd grade at Fernan and we are strongly in support of the boundary change. Aside from benefiting from the excellent standards of the Coeur d'Alene School District, emotionally it's better for our children to be going to the Coeur d'Alene School District. My husband's not here tonight because tonight is the last game for our first graders Parks and Rec basketball team. So if a change was not made, how they divide teams in Parks and Recs is you're with your

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teammates from your grade school in your grade. If the change wasn't made, our children would be put on random teams, every single sports season, every single year. Whoever needed an extra player, our kids would just be tossed on their team instead of being with kids from their own class, their own school, their own neighborhood. So that would impact our children because, you know, they want to play with their friends because we would be in the city of Coeur d'Alene. So they would also be going to a different school than the kids who possibly live across the street. They would be facing a very long bus ride away from home — it would be six miles to just under six miles to school as opposed to just under a mile and a half which my kids would like love to bike to school, which wouldn't be an option if we stayed in the Post Falls School District. They wouldn't be in the class with any of the kids that they know that they have in their neighborhoods. It would just be a very foreign place for them to go from living in Coeur d'Alene and going to a school in Post Falls. I was lucky enough to graduate from the Coeur d'Alene School District. Almost my entire kindergarten class at Sorensen Elementary graduated together at Lake City High School. And I want that kind of experience for my kids. I don't want to be in no-man's land in limbo because this — this is not going to solve itself. Like there's going to be more houses, there's going to be more growth, and the issue is going to come up again. This isn't going to go away so I want to be able to assure my kids "okay you can make friends with these kids in your elementary school because you will continue to go to school with them" not like "well maybe in a couple years we might, you know, have to make another change" and I don't want that for them. I want them to be able to stay with their same people and make friendships that they can count on and not be nervous that this is going to become an issue again in a few years. So I feel like in the end, this comes down to as a school district we need to do what's best for the kids who live in that area. Regardless of tax revenue or you know things like that — we need to do what's best. There's three, you know: an elementary school and middle school and in high school within two miles of our house and for us to send our kids six miles possibly 15 miles to the high school just doesn't make sense. It doesn't make sense for what would be best for our kids. So I think that that's what we really need to be thinking about, is what's best for these kids who live in in that area. Thank you.

**Stephan Speer, Coeur d'Alene:** I'd like to thank both boards for being here and for holding this meeting and hearing the public, it's most appreciated. We live in the Trails, 6691 North Rendezvous Drive and we've purchased our home from Architerra. Very happy with it. Our road does split between Coeur d'Alene and Post Falls. Both seem like lovely school districts and we're quite happy with them. I think the boundary is a good common sense boundary. We're returning to Coeur d'Alene after a hiatus of 40 years and I can tell you before, you probably didn't have enough time to spit before you were through Coeur d'Alene, 40 years ago. So what is it going to be in the next 40 years? I think we really need to look forward to that as well and that boundary just makes good sense. Before we moved out here, we had this on our radar, and NPR was talking about the fastest-growing areas in the United States and the Coeur d'Alene / Post Falls area — in fact we almost considered moving to Post Falls — is the fastest moving area. So as we look at these fields here, probably some of the folks that have been here for years and years aren't going to be happy with it, but that's going to fill in with housing. I mean that's just that's just a given. I think it's a common sense boundary what you have proposed. I

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like the idea of the continuity with the Coeur d'Alene. We go to the city council meetings on a fairly regular basis and I do like that continuity. My wife is an educator by training and for us first and foremost what's best for the kids. We will support what you decide upon, and again I would like to applaud those that have spoken. I definitely understand the implications of the tax burden from our standpoint, we had no idea what the tax would be, we complained a lot about taxes in our family but school taxes are not one of them. I think that's a good investment. I think it will even out over time. Thank you very much. I appreciate the opportunity to speak.

**Trina Rainey, Coeur d'Alene:** My name is Trina Rainey. I have two children and I choose my kids in Post Falls. I am currently located in the Coeur d'Alene School District and when we moved into our house, you know I assumed that they were going to go to the nearest school to us, which I don't know their names right off the bat but they're about 3 miles maybe from us. So when I went to register them, they told me that in fact my kids should go all the way into Coeur d'Alene. I have a daughter in junior high and a daughter in grade school. So I was calling around to get them into school, my daughter technically should go to school off the 15th Street exit in Coeur d'Alene, the junior high over there. And so I found out that her bus ride in the morning to school was a hour and a half every morning. They would bus her up to the school that's closest to us. She would get off a bus there get on to another bus and transfer to the Coeur d'Alene School District each day and morning. I just moved here from Spokane. My family's in Spokane. I work in Spokane. My mom is in Post Falls. So if I have to have any sort of help getting my kids, you know, that's really out of the way for them to go get them, so we opted to choose into Post Falls which has been great. But our problem is we have no bus stop for the Post Falls School District so we have to take them to the closest bus stop which is fine, not a big deal problem. But one instance, I couldn't answer the phone while I was at work and my boyfriend, who gets my kids for me from the bus stop every day when I'm working, was at home chatting with a friend. Well, time got away from him and he didn't realize that it was time to pick her up from the bus stop. Well they took her to the school, or back to the bus barn, and by the time we figured out how to get her or whatever they said they were in like five minutes from calling and taking her to the police department as abandoned child because nobody was there to get her. But if the bus stop would have been across the road, which is Seltice, she could have walked right up the hill, right there's our home. So it would just be nice to be able to have a bus stop on this side of the road, versus that side of the road. You know so I mean, granted yes, it was our fault for not being there but you know just that simple dropping off at the end of the road and our home is there, so for us it is by far better to have them the split Post Falls and Coeur d'Alene. My address is 249 North Seeley so I am about a block off a Seeley and Main. Thank you.

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**Board of Trustees  
Coeur d'Alene School District 271 and Post Falls  
School District 273  
Midtown Center Meeting Room**

**March 19, 2018**

**Special Meeting 6:00 PM**

### **Minutes**

At 6:00 p.m. Chair Casey Morrisroe called the meeting to order. Trustees Tom Hearn, Lisa May, Tandra Pickford and Dave Eubanks were present. Also present were Board members representing the Post Falls School District: Chair Dave Paul, Michelle Lippert, Carol Goodson and Bridget Eismann.

#### **Joint Meeting/Workshop:**

Purpose of Meeting/How did we get here: Coeur d'Alene Superintendent Stan Olson said that he and Post Falls Superintendent Jerry Keane started discussing realignment of the boundary locations over the past several months following several years of requests for annexations between Coeur d'Alene, Post Falls and Lakeland. Original boundaries were drawn decades ago prior to any development.

(Draft) Boundary Proposal Presentation: Jerry Keane shared information about the current and proposed tax rates for both districts which will likely be very similar. The first priority is families and any change will not disrupt them. Any affected families will have a choice to remain in their current district. Mill River property will remain in the Coeur d'Alene District. They looked at potential future value vs. current value as the proposal was drafted.

#### Public Comment:

Stephen Chaffin, Coeur d'Alene supports the change.

Gary Nystrom, Post Falls doesn't support due to revenue losses specifically The Trails development. Post Falls will lose tax dollars, he would like to see this taken to a vote.

Tori Myers, Coeur d'Alene supports the change.

Keith Wells, Coeur d'Alene supports the change from a simplicity standpoint.

Robert Farr, Coeur d'Alene supports the change.

Allen Dykes, Coeur d'Alene is the CEO of Architerria Homes. The Trails is projected to be 470 homes and using Huetter Road is the common sense boundary.

Stephanie Meeks, Coeur d'Alene supports the change as she works and pays taxes in Coeur d'Alene.

Kami Shaw, Coeur d'Alene supports the change.

Stephen Speer, Coeur d'Alene supports the change.

Trina Rainey shared problems she has had with bus stop locations in relation to her address.

Written comments were received and shared – all were in favor of the revision.

#### Board Questions and Comments:

Casey Morrisroe and Dave Paul addressed questions about equitable values for both districts in terms of land gained and lost including potential growth and development. Will a vote be required? Jerry Keane said it depends on which statute is used to move forward in the request process. Dave Paul said this is not about the quality of education however, it is important to go through the proper steps and gather feedback from affected parties.

Next steps: Both Boards will choose whether to move forward or not. The real solution lies between the districts and not through annexations.

Meeting adjourned at 7:15 p.m.

Casey Morrisroe, Chair  
Board of Trustees

Lynn Towne, Clerk  
Board of Trustees

05/22/2018

Post Falls School District No. 273  
 Special Meeting  
 Joint Meeting with Coeur d'Alene School District  
 March 19, 2018

6:00pm  
 Midtown Center  
 Coeur d'Alene, Idaho

Call meeting to order: Coeur d'Alene Chair Casey Morrisroe called the meeting to order at 6:01pm. The following Board members were present at roll call: Tom Hearn, Dave Eubanks, Tandra Pickford, Lisa May, Post Falls School District Chair Dave Paul, Bridget Eismann, Carol Goodman and Michelle Lippert. Post Falls School District Trustee Bonnie Beaulieu was absent.

Also present were Superintendent Jerry Keane, Superintendent Stan Olson, Clerk Erin Butler and Clerk Lynn Towne.

Pledge of Allegiance: Chair Casey Morrisroe led the Pledge of Allegiance.

Welcome: Chair Casey Morrisroe introduced both school boards and welcomed all those in attendance. The floor was then turned over to Stan Olson.

Purpose of Meeting: Stan Olson discussed the possible re-alignment of district boundaries between Coeur d'Alene and Post Falls.

How did we get here?: Stan Olson discussed the history of the boundaries between Coeur d'Alene, Post Falls and Lakeland School Districts.

(Draft) Boundary Proposal: Jerry Keane presented a draft boundary proposal to both Board of Trustees.

Public Comment: Katie Chaffin - 6814 Hourglass Road in Coeur d'Alene  
 Patron is in favor of the boundary change.

Gary Nystrom - 7094 W. Big Sky Drive in Post Falls  
 Patron is concerned that Post Falls will lose property value when The Trails and surrounding area is built out.

Tori Myers - 7062 W. Rendezvous Dr in Coeur d'Alene  
 Patron's property is split directly in the middle between PF and CDA. She is in favor of the boundary change.

Keith Wells - 380 S. Mossy Rock Lane in Coeur d'Alene  
 Mr. Wells does sales for The Trails and is in favor of clean boundaries.

Robert and Teresa Faer - 842 S. Millview in Coeur d'Alene  
 Patrons own property north of Prairie Avenue that was annexed into Hayden year ago. They do not think it makes sense for the property to go to Post Falls.

Allen Dykes - 1859 W. Lakewood in Coeur d'Alene  
 Mr. Dykes is the COO for Architerra Homes and is trying to create a unified community with the development. He believes Huetter is the most logical boundary between Coeur d'Alene and Post Falls.

Stephanie Meeks - 6710 N. Rendezvous Drive in Coeur d'Alene  
 Patron lives in The Trails and would like her children to attend school in Coeur d'Alene.

Kami Shaw - 1307 Kaleigh Ct in Coeur d'Alene  
 Patron will be moving to The Trails soon and would like to stay attending Coeur d'Alene

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schools.

Stephan and Andrea Speer – 6691 N. Rendezvous Drive in Coeur d'Alene  
Patrons believe that the proposed Huetter boundary makes good sense and is appreciative  
that the Boards are looking to do what is best for kids.

Trina Rainey – 249 N. Sealey Road in Coeur d'Alene  
Patron is in favor of the boundary change.

Board Questions: Tom Hearn asked how the voting process works regarding this matter. Stan Olson and  
Jerry Keane explained the two different Idaho Code processes, 33-307 and 33-308.

Other: Chair Dave Paul thanked all the patrons for their comments and feedback.

Chair Casey Morrisroe commented that going forward both Boards need to make a  
decision regarding this proposal and then the discussion can move into whether 33-307 or  
33-308 is more practical.

Adjournment: The meeting was adjourned at 7:15pm.

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Approved

Attest:

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**ALTERATION TO LEGAL BOUNDARY FOR  
COEUR D'ALENE SCHOOL DISTRICT #271  
AND  
POST FALLS SCHOOL DISTRICT #273**

WHEREAS, the Post Falls School District #273 ("Post Falls") and the Coeur d'Alene School District #271 ("Coeur d'Alene") have a shared school district boundary (*see* Exhibit 1 for existing and proposed boundaries);

WHEREAS, in 2017 a developer (Architerra Homes, LLC) petitioned to excise certain property from Post Falls and annex said property into Coeur d'Alene (the "Architerra Petition") (*see generally* Exhibit 2);

WHEREAS, the Architerra Petition is one of six requests for annexation/excision seen by Coeur d'Alene and one of two requests seen by Post Falls over the last five years;

WHEREAS, pursuant to Idaho Code § 33-308 the Architerra Petition was considered by each local board of trustees and forwarded to the Idaho State Board of Education (the "State Board") with a recommendation that said petition not be approved because each board was concerned with the piecemeal requests being received by the districts and the lack of long-term planning with respect to their shared boundary (*see* Exhibit 2 at *Conclusions* ¶ 3);

WHEREAS, pursuant to IDAPA 08.02.01.050 the State Board hired hearing officer Edwin L. Litteneker (the "Hearing Officer") to review the Architerra Petition and make recommendations to the State Board (*see* Exhibit 2);

WHEREAS, the Hearing Officer found that "there is considerable concern that a continued piecemeal change in the respective boundaries of the Post Falls and Coeur d'Alene Districts is not in anyone's best interests" (*see* Exhibit 2 at *Conclusions* ¶ 3);

WHEREAS, the Hearing Officer also recognized that the property proposed for annexation/excision was essentially vacant land planned for future development with only one school-aged student currently living in the area (*see* Exhibit 2);

WHEREAS, the lack of school children residing in the proposed annexation/excision area made annexation/excision procedures under Idaho Code § 33-308 inappropriate;

WHEREAS, the State Board, after consideration of the Hearing Officer's recommendation not to engage in piecemeal boundary changes, voted not to approve the annexation/excision proposal;

WHEREAS, Post Falls and Coeur d'Alene have taken the recommendation of the Hearing Officer and engaged in discussions to set a shared boundary that will facilitate the long-term growth of both districts for the foreseeable future;

**ALTERATION TO LEGAL BOUNDARY FOR COEUR D'ALENE SCHOOL DISTRICT  
#271 AND POST FALLS SCHOOL DISTRICT #273**

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## Supplemental Boundary Petition Packet Page 22 of 29

WHEREAS, the districts desire to create a shared boundary that is clear, consistent and easily understood for both patrons and district personnel alike (*see* Exhibit 1);

WHEREAS, the districts believe the lack of long-term planning has harmful impacts on the patrons and children of both districts;

WHEREAS, Post Falls and Coeur d'Alene desire to set their shared boundary along Huetter Road (a major north/south arterial located between the two districts) as demonstrated on the map attached as Exhibit 1;

WHEREAS, the districts recognize that the vast majority of this proposed area is undeveloped farmland and not appropriate for consideration under Idaho Code § 33-308;

WHEREAS, the districts sent the attached letter via certified mail to every property owner lying within the proposed boundary-change area alerting patrons to the proposed boundary change and inviting them to the workshop described below (*see* Exhibit 3);

WHEREAS, a duly noticed joint workshop with the Post Falls and Coeur d'Alene Boards of Trustees was held on March 19, 2018, where members of the public were invited to learn about the proposal and provide their input;

WHEREAS, a copy of the power point from the joint workshop is attached as Exhibit 4;

WHEREAS, said workshop was filmed and is available for view at <https://www.youtube.com/watch?v=WS-nUKIOcmA&t=3062s>;

WHEREAS, patrons attending the workshop overwhelmingly expressed approval of the proposed boundary change and the districts' shared long-term planning efforts;

WHEREAS, only twenty school-aged children live within the area proposed for this long-term boundary change (six of whom are enrolled at Post Falls and fourteen of whom are enrolled at Coeur d'Alene district), and all of whom will be guaranteed grandfathered attendance rights at the district in which they are currently enrolled;

WHEREAS, the districts have examined their bonded indebtedness and determined that the proposed boundary change would not leave either district in excess of the limit prescribed by law (*see* Exhibit 5);

WHEREAS, because the area in question is predominately undeveloped farmland that is not contemplated for boundary changes under Idaho Code § 33-308 and in light of the Hearing Officer's recommendation to engage in long-term planning decisions, the districts are jointly requesting that the State Board approve the proposed boundary change under Idaho Code § 33-307;

ALTERATION TO LEGAL BOUNDARY FOR COEUR D'ALENE SCHOOL DISTRICT  
#271 AND POST FALLS SCHOOL DISTRICT #273

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WHEREAS, the State Board has previously used its authority under Idaho Code § 33-307 to approve boundary changes that may not be contemplated by Idaho Code § 33-308 (*see Exhibit 6, Superintendent of Public Instruction's Order Under Section 33-307, Idaho Code, for Alteration of School District Boundaries*);


WHEREAS, on April 9, 2018, the Post Falls Board of Trustees unanimously voted in favor of pursuing the proposed boundary change under Idaho Code § 33-307; and


WHEREAS, on May 7, 2018, the Coeur d'Alene Board of Trustees unanimously voted in favor of pursuing the proposed boundary change under Idaho Code § 33-307.

NOW, THEREFORE, in light of the foregoing recitals and pursuant to the authority granted under Idaho Code § 33-307, the districts ask the State Board to order that:

1. The boundary of the Post Falls School District #273 be altered as follows;  
See Exhibit 7
2. The boundary of the Coeur d'Alene School District #271 be altered as follows;  
See Exhibit 8
3. The Superintendent of Public Instruction be directed to make the appropriate order to alter said boundaries; and
4. The Board of Trustees of the Post Falls School District #273 and the Board of Trustees of the Coeur d'Alene School District #271 shall notify the Idaho State Tax Commission and the Kootenai County Assessor and the Kootenai County Recorder, in accordance with the provisions of Idaho Code § 63-215.

DATED this 18 day of May, 2018

  
Board Chair, Post Falls School  
District #273

  
Board Chair, Coeur d'Alene School  
District #271

  
Superintendent, Post Falls School  
District #273 School

  
Superintendent, Coeur d'Alene  
District #271

ALTERATION TO LEGAL BOUNDARY FOR COEUR D'ALENE SCHOOL DISTRICT  
#271 AND POST FALLS SCHOOL DISTRICT #273

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The Coeur d'Alene Press - Local News, School districts jointly explore boundary adjustment

# SCHOOL DISTRICTS JOINTLY EXPLORE BOUNDARY ADJUSTMENT

March 16, 2018 at 5:00 am |

The Coeur d'Alene School District and Post Falls School District are exploring changes to establish a clearer, more logical boundary between the two school systems as development brings the communities closer together. ☐

The proposed adjustment would establish Huetter Road as the primary boundary between the districts, from Harvest Avenue near the Coeur d'Alene Airport south to Maplewood Avenue near the Spokane River.

If approved, some property in the Post Falls district would move into the Coeur d'Alene district north of Mullan Avenue, and some property in the Coeur d'Alene district would move into the Post Falls district south of Mullan Avenue.

"We all recognize that as our communities continue to grow, the remaining parcels of vacant land between Post Falls and Coeur d'Alene are poised for development," the districts said in a joint statement. "We already have one residential development that is split awkwardly between our two districts, with the boundary line running straight through some homes. We can remedy that and avoid similar situations in the future if we are able to establish a permanent, common-sense boundary line in an agreement that is beneficial to both school districts."

The school districts have invited potentially affected property owners to a joint meeting of the Boards of Trustees for both districts on Monday at 6 p.m. at the Midtown Meeting Center in Coeur d'Alene. Any resident of either school district is welcome to attend, and public comment will be accepted.

The proposed change may impact where some children attend school or the amount of property taxes some property owners pay for public education. It is the intent of both districts to include a grandfather clause in any agreement to permit currently enrolled students directly affected by a boundary adjustment to attend school in the district of their choice until they complete their schooling.

The Midtown Center is at 1505 N. 5th St., Coeur d'Alene.

Written comments may be submitted to Lynn Towne, Clerk of the Board, Coeur d'Alene School District, 1400 N. Northwood Center Ct., Coeur d'Alene, ID 83814; ltowne@cdaschools.org.

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## SCHOOL BOARDS CONSIDER REDRAWING BOUNDARY

March 20, 2018 at 5:00 am | By JUDD WILSON Staff writer



COEUR d'ALENE — Post Falls and Coeur d'Alene School District board members heard public input on a possible boundary realignment at a joint school board meeting here Monday. The special meeting gave community members the chance to speak to the idea, which the two district superintendents have discussed as a possible solution to a recurring problem. Over the past five years, the State Board of Education has heard seven different appeals by residents in the Lakeland, Coeur d'Alene, and Post Falls School Districts regarding which school districts their kids would attend, said Coeur d'Alene School District Interim Superintendent Stan Olson.

"It wasn't about school or system quality. It was about an expectation that seemed to make sense based on where one would assume boundaries were supposed to be. It didn't work," Olson said.

The current boundary lines between the Post Falls and Coeur d'Alene School Districts are gerrymandered around properties that were primarily vacant fields when the

boundary was drawn, but now cut through large housing developments such as The Trails, The Landings, and Mill River. Rather than go before a hearing officer and the State Board of Education, Olson said it made more sense to get the districts together and determine a smarter way to set boundaries. Olson said the superintendents listened for months to what residents thought were the natural boundaries between the two school districts, and "time and time again, it was Huetter Road."

The proposed change would make Huetter Road the primary boundary from W. Harvest Avenue south to E. Maplewood Avenue, then jog to the west until W. Mill River Court.

"The current boundary is an anachronism," said Coeur d'Alene School District board member Dave Eubanks. "It was drawn when Pearl Harbor was bombed."

Post Falls Superintendent Jerry Keane explained the tax rates for the two districts would be nearly identical in the coming year, so the most important remaining considerations would be the

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impact to students and the impact to each district's tax revenues. Keane said any change should grandfather current students in to allow them to remain in their current schools if they so desired.

"Under any circumstances, we want stability for kids," he said.

Coeur d'Alene School District board chairman Casey Morrisroe said Piper Jaffray had estimated the boundary change would immediately deduct \$40 million in property value from the Coeur d'Alene School District. However, speakers for both districts noted the future value of the yet-undeveloped properties was difficult to estimate, and that seemingly inevitable growth in the region necessitated clear, simple boundary lines.

Residents and developers from The Trails, a community that did not exist when the current boundary lines were drawn, spoke up about the proposed change. A small portion of the community falls on the Post Falls side of the boundary, while the majority of the development falls in the Coeur d'Alene side.

Tori Meyers lives in The Trails and has a property split in two by the school district boundary line. Her neighbor's property is slightly more on the Coeur d'Alene side of the line, and so kids from that household go to Coeur d'Alene schools while Meyers' kids will go to Post Falls schools.

"I just don't think that makes very much sense at all," she said. Little League boundary lines put her in the Coeur d'Alene league and she socializes with families enrolled in Coeur d'Alene schools. "It would make sense for my son to be able to play outside with his friends and go to school with them," she said.

Kami Shaw expressed the same concern. She and her family will move from Coeur d'Alene into The Trails soon and she wanted them to continue seeing their friends at school and on their rec league teams.

"I want to assure my kids that they can make friends. I want them to be able to make friendships that they can count on."

Stephanie Meeks said her special needs child has been helped well by Coeur d'Alene schools, and that attending those schools is far more convenient for her than going to Post Falls schools. Archterra Homes COO Allen Dykes said his company valued the sense of community The Trails offered, and he supported the boundary change to Huetter Road. Gary Nystrom said he supported the change for the sake of students but was concerned about the loss of tax revenue, and accompanying tax hikes for property owners.

At the conclusion of the meeting, Keane explained the next step would be for each school board to decide whether it wanted to move forward with the boundary change, and if so, whether they preferred to put it to a public vote per Idaho code 33-308, or proceed without a vote in accordance with Idaho code 33-307. Only registered voters living in the immediate areas of impact would vote per 33-308, explained Morrisroe.

[http://www.cdapress.com/local\\_news/20180320/school\\_boards\\_consider\\_redrawing\\_boundary](http://www.cdapress.com/local_news/20180320/school_boards_consider_redrawing_boundary)

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*At conclusion of April 3, 2018, article in the Coeur d'Alene Press covering April 2 School Board meeting:*

In other business, the **board voted unanimously** to direct (Superintendent Stan) Olson and chairman Casey Morrisroe to meet again with their colleagues from the Post Falls School District to discuss how to move forward with redrawing boundaries between the two districts. The boards held a joint session last month and each body must still approve the boundary change, which centers on Huetter Road. Each board must also decide whether they will put the boundary change to a public vote per Idaho code 33-308, or make the change without a vote in accordance with Idaho code 33-307.

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The Coeur d'Alene Press - Local News, Keeping up with rapid growth

## KEEPING UP WITH RAPID GROWTH

May 08, 2018 at 5:00 am | By JUDD WILSON Staff writer



JUDD WILSON/Press Board members Casey Morrisroe and Tom Hearn discuss future school sites at the Coeur d'Alene School District's board of trustees meeting Monday night.

COEUR D'ALENE — The Coeur d'Alene School District may purchase two new properties for future schools, and is moving forward with plans to build a new elementary school at the Hayden Lake School site, said board members during their Monday night meeting.

Superintendent Stan Olson said the district has reached an agreement to partner with the city of Hayden to create both a school and a community center on the current site of the Northwest Expedition Academy. The city has done substantial work there, which will lower the district's costs from more than \$800,000 to less than \$100,000, said Olson.

The superintendent lauded the work of board chairman Casey Morrisroe, Hayden Mayor Steve Griffitts, and the Hayden city council.

Olson told the board the district has the money to also pay for land at two other sites, on Prairie Avenue and at Huetter Road. Those purchases are being discussed with their current owners.

"The numbers have made me nervous," said board member Tom Hearn while inquiring about the district's ability to pay for the land.

The numbers on the offers and counter-offers are where they need to be for the district to move forward, said Olson. The district met with department heads from the city of Coeur d'Alene to determine what it would cost to develop the Prairie Avenue site into a future school, said Olson. While discussions about traffic mitigation and signals at the site still remain, Olson said projections for sewer connectivity and water were promising.

"Those numbers are coming along nicely," he said.

[http://www.cdapress.com/local\\_news/20180508/keeping\\_up\\_with\\_rapid\\_growth](http://www.cdapress.com/local_news/20180508/keeping_up_with_rapid_growth)

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The Coeur d'Alene Press - Local News, Keeping up with rapid growth

The Huetter Road property became a possibility in part thanks to the realignment of district boundaries with the Post Falls School District, said Olson. The property owner is also motivated by a desire to be a part of the solution to the district's shortage of land, he added.

At its Monday meeting the school board unanimously approved the proposal to seek a boundary realignment. The neighboring districts plan to meet with officials at the state department of education later this summer, Olson explained.

Funds for these purchases would come from \$1 million that was earmarked for future school site purchases in the 2017 bond election, said Morrisroe. Another \$1.366 million total would come from the sale of 10 acres of land at Thomas Lane, which netted the district \$663,000, and \$688,000 in surplus funds from the district's School PLUS after-school program, he said.

"I'm doubting Thomas. I'll believe it when I see it," joked Hearn.

Olson said the district is still going through the due diligence process on the properties. A property workshop is scheduled for May 17 at 4 p.m. to further discuss the property options. While only the Hayden Lake School site would be built up in the short term, the Prairie Avenue and Huetter Road properties could be developed in the mid- to long-term, said Olson.

Hearn asked Olson how likely it was that the district would seal the deals.

"If I were a betting man, I'd bet your house yes, we'd be able to buy those properties," put them in a land bank, and move forward on planning for use of those sites, said Olson.

Board member Dave Eubanks remarked at the prospect of having property to put into a land bank for future school projects. "When I think about where we were a year ago and where we are today, it is astounding and wonderful. That is attributed to the leadership sitting up here."



[http://www.cdapress.com/local\\_news/20180508/keeping\\_up\\_with\\_rapid\\_growth](http://www.cdapress.com/local_news/20180508/keeping_up_with_rapid_growth)

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**POLICY, PLANNING AND GOVERNMENTAL AFFAIRS COMMITTEE**  
**JUNE 21, 2018**

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**LEWIS-CLARK STATE COLLEGE**

**SUBJECT**

Facilities' Naming – Center for Arts and History

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section: I.K.  
Naming/Memorializing Building and Facilities

**ALIGNMENT WITH STRATEGIC PLAN**

Governance issue, does not align directly with Board's strategic plan.

**BACKGROUND/DISCUSSION**

The Lewis-Clark State College Center for Arts and History was built in 1883 predating the College by ten years. Under the leadership of President Lee Vickers and his wife Deanna, the Center grew to be a beacon in the community in support of the arts and the preservation of the culture of Lewiston. In 1979, it was Deanna Vickers who championed the creation of the Lewis-Clark State College Artists Series, bringing musical, dance and theater companies to the city. In 1985, Deanna co-founded the Dogwood Festival, still a centerpiece in Lewiston culture. In 1991, the old Vollmer Lewiston National Bank Building was acquired to be Lewis-Clark State College Center for Arts and History under President Lee Vickers' leadership.

This year, Lewis-Clark State College received funding from the Permanent Building Fund for the restoration of the masonry of the building and replacement of windows, making this an opportune time to give the Center an identity that links its historic past with a vision for the future. Lewis-Clark State College would like to honor the contributions of Dr. Vickers and his wife, Deanna to the institution and particularly to this Center for Arts and History by re-naming the current center the Lee and Deanna Vickers Center for Arts and History.

**IMPACT**

LCSC believes that the naming of the Center in honor of a dedicated president who was responsible for its renaissance would serve as a great testament to his many significant contributions, including raising the profile of this center. No substantive costs related to the renaming will be required other than signage.

**STAFF COMMENTS AND RECOMMENDATIONS**

Board Policy I.K.1.b, outlines the requirements by which a building, facility, or administrative unit may be named for someone other than a former employee of the system of higher education. These include consideration of the nature of the individuals gift and its significance to the institution; the eminence of the individual whose name is proposed; and the individuals relationship to the institution. Based

**POLICY, PLANNING AND GOVERNMENTAL AFFAIRS COMMITTEE**  
**JUNE 21, 2018**

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on the information provided by Lewis-Clark State College the request complies with Board policy. Staff recommends approval

**BOARD ACTION**

I move to approve the request by Lewis-Clark State College to name the Center for Arts and History the Lee and Deanna Vickers Center for Arts and History.

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

**CONSENT  
JUNE 21, 2018**

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**STATE DEPARTMENT OF EDUCATION**

**SUBJECT**

Request for Waiver of 103% Student Transportation Funding Cap

**REFERENCE**

June 2015	Board approved the request for ten (10) school districts to receive a funding cap waiver
June 2016	Board approved the request for eight (8) school districts to receive a funding cap waiver
June 2017	Board approved the request for six (6) school districts to receive a funding cap waiver

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-1006, Idaho Code

**ALIGNMENT WITH STRATEGIC PLAN**

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

**BACKGROUND/DISCUSSION**

During its 2001 session, the Idaho Legislature amended Section 33-1006, Idaho Code. The amendment created a student transportation funding cap, affecting school districts that exceed by 103% the statewide average cost per mile and cost per rider. The 2007 and 2009 Legislatures further amended this language to provide clear, objective criteria that defines when a district may qualify to be reimbursed for expenses above the cap, and by how much. These new criteria designate certain bus runs as “hardship” runs, and allow the district to receive a higher cap based on the percentage of the district’s bus runs that are so categorized.

As of April 16, 2018, 26 school districts and/or charter schools were negatively affected by the pupil transportation funding cap:

003	KUNA JOINT DISTRICT	(\$7,819)
011	MEADOWS VALLEY DISTRICT	(\$11,311)
041	ST MARIES JOINT DISTRICT	(\$16,261)
044	PLUMMER-WORLEY JOINT DISTRICT	(\$25,040)
055	BLACKFOOT DISTRICT	(\$113,445)
061	BLAINE COUNTY DISTRICT	(\$91,524)
071	GARDEN VALLEY DISTRICT	(\$55,107)
111	BUTTE COUNTY JOINT DISTRICT	(\$2,832)



**CONSENT**  
**JUNE 21, 2018**

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171	OROFINO JOINT DISTRICT	(\$28,736)
221	EMMETT INDEPENDENT DIST	(\$14,586)
234	BLISS JOINT DISTRICT	(\$3,540)
244	MOUNTAIN VIEW SCHOOL DISTRICT	(\$32,511)
271	COEUR D'ALENE DISTRICT	(\$38,367)
274	KOOTENAI DISTRICT	(\$2,424)
281	MOSCOW DISTRICT	(\$68,005)
282	GENESEE JOINT DISTRICT	(\$19,101)
292	SOUTH LEMHI DISTRICT	(\$412)
304	KAMIAH JOINT DISTRICT	(\$11,369)
305	HIGHLAND JOINT DISTRICT	(\$5,321)
391	KELLOGG JOINT DISTRICT	(\$17,395)
392	MULLAN DISTRICT	(\$3,679)
393	WALLACE DISTRICT	(\$11,447)
401	TETON COUNTY DISTRICT	(\$30,489)
421	MCCALL-DONNELLY JT. SCHOOL DISTRICT	(\$34,744)
468	IDAHO SCIENCE & TECHNOLOGY CHARTER	(\$5,304)
475	SAGE INTERNATIONAL SCHOOL OF BOISE	(\$1,431)

The State Department of Education received requests from various school districts for a waiver of the 103% funding cap as provided in Section 33-1006, Idaho Code. Student Transportation staff reviewed these requests to ensure they meet the eligibility criteria. Of the 26 districts and charter schools negatively affected by the pupil transportation funding cap, only 12 districts have routes meeting the statutory requirements of a hardship bus run, which would allow the Board to grant a waiver. All 12 of these districts, listed below, have applied for a waiver from the student transportation funding cap.

**St. Maries School District** submitted school bus routes that met the required criteria. This represents 40% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 143%.

**Plummer-Worley School District** submitted school bus routes that met the required criteria. This represents 16.67% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 119.67%.

**Garden Valley School District** submitted school bus routes that met the required criteria. This represents 30% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 133%.

**CONSENT**  
**JUNE 21, 2018**

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**Butte County School District** submitted school bus routes that met the required criteria. This represents 30% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 133%.

**Orofino School District** submitted school bus routes that met the required criteria. This represents 27.27% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 130.27%.

**Bliss School District** submitted school bus routes that met the required criteria. This represents 16.67% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 119.67%.

**Mountain View School District** submitted school bus routes that met the required criteria. This represents 47.50% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 150.50%.

**Kootenai School District** submitted school bus routes that met the required criteria. This represents 100% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 203%.

**Moscow School District** submitted school bus routes that met the required criteria. This represents 15.62% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 118.62%.

**Kamiah School District** submitted school bus routes that met the required criteria. This represents 40% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 143%.

**Highland School District** submitted school bus routes that met the required criteria. This represents 20% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 123%.

**Kellogg School District** submitted school bus routes that met the required criteria. This represents 5.41% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 108.41%.

**CONSENT**  
**JUNE 21, 2018**

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**IMPACT**

The approval of the cap waivers listed above allows districts to be reimbursed for routes that meet the hardship criteria. Board inaction or denial of the funding cap waivers would result in a loss of funding for the school districts in question.

**ATTACHMENTS**

Attachment 1 – Funding Cap Waiver Spreadsheet

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**STAFF COMMENTS AND RECOMMENDATIONS**

At the June 2017 Board meeting the Board approved a waiver of the funding cap for Garden Valley School District, Kellogg Joint School District, Moscow School District, Orofino School District, Plummer-Worley Joint School District, and Wallace School District. Pursuant to Section 33-1006, Idaho Code:

“A school district may appeal the application of the one hundred three percent (103%) limit on reimbursable costs to the state board of education, which may establish for that district a new percentile limit for reimbursable costs compared to the statewide average, which is higher than one hundred three percent (103%). In doing so, the state board of education may set a new limit that is greater than one hundred three percent (103%), but is less than the percentile limit requested by the school district. However, the percentage increase in the one hundred three percent (103%) cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run, pursuant to this subsection. Any costs above the new level established by the state board of education shall not be reimbursed. Such a change shall only be granted by the state board of education for hardship bus runs. To qualify as a hardship bus run, such bus run shall meet at least two (2) of the following criteria:

- (a) The number of student riders per mile is less than fifty percent (50%) of the statewide average number of student riders per mile;
- (b) Less than a majority of the miles on the bus run are by paved surface, concrete or asphalt road;
- (c) Over ten percent (10%) of the miles driven on the bus run are a five percent (5%) slope or greater.”

The Department of Education transportation staff review each of the applications prior to submittal for Board consideration. Only those school districts that have met the requirements may be considered for approval.

**CONSENT**  
**JUNE 21, 2018**

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**BOARD ACTION**

I move to approve the request by St. Maries School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2017 of 143%, for a total of \$16,261 in additional funds from the public school appropriation.

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

I move to approve the request by Plummer-Worley School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2017 of 119.67%, for a total of \$25,040 in additional funds from the public school appropriation.

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

I move to approve the request by Garden Valley School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2017 of 133%, for a total of \$55,107 in additional funds from the public school appropriation.

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

I move to approve the request by Butte County School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2017 of 133%, for a total of \$2,832 in additional funds from the public school appropriation.

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

I move to approve the request by Orofino School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2017 of 130.27%, for a total of \$28,736 in additional funds from the public school appropriation.

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

I move to approve the request by Bliss School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2017 of 119.67%, for a total of \$3,540 in additional funds from the public school appropriation.

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

I move to approve the request by Mountain View School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal

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year 2017 of 150.50%, for a total of \$32,511 in additional funds from the public school appropriation.

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

I move to approve the request by Kootenai School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2017 of 203%, for a total of \$2,424 in additional funds from the public school appropriation.

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

I move to approve the request by Moscow School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2017 of 118.62%, for a total of \$68,005 in additional funds from the public school appropriation.

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

I move to approve the request by Kamiah School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2017 of 143%, for a total of \$11,369 in additional funds from the public school appropriation.

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

I move to approve the request by Highland School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2017 of 123%, for a total of \$5,321 in additional funds from the public school appropriation.

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

I move to approve the request by Kellogg School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2017 of 108.41%, for a total of \$17,395 in additional funds from the public school appropriation.

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

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**ATTACHMENT 1**

Pupil Transportation Funding Formula Capped at Legislatively Mandated Percent of State Average Cost Per Mile and Cost Per Rider			
Fiscal Year 2016-2017 Data - Approved Costs Reimbursed in Fiscal Year 2017-2018(Fourteenth Capped Year)			
Set percentage cap to apply to statewide average	103%	Riders per Mile	1.7
Revised: April 16, 2018	3rd Draft		
	Cost Per Mile	Cost Per Rider	
Statewide Averages before cap	\$3.91	\$844	
Statewide Averages after cap	\$4.03	\$869	
Total Savings From Cap	\$652,200	Capped Reimb.	Actual Reimb.
Savings Following Appeals & State Board Action	\$425,014	\$78,542,377	\$79,194,577
Estimated Impact of Funding Cap Waivers	\$227,186		

Dist #	District Name	District Funding Capped - Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns X & Y)	Total 100% Reimbursable Costs Eligible at 50%	Funding Cap Penalty Waived	% Hardship Bus Run Waived	Final Payment Amount
041	ST MARIES JOINT DISTRICT	\$16,261	3.7%	\$545,131	TRUE	0.400	\$587,709
044	PLUMMER-WORLEY JOINT DISTRICT	\$25,040	15.5%	\$178,924	TRUE	0.167	\$229,324
071	GARDEN VALLEY DISTRICT	\$55,107	37.9%	\$0	TRUE	0.300	\$175,792
111	BUTTE COUNTY JOINT DISTRICT	\$2,832	1.9%	\$111,905	TRUE	0.300	\$206,582
171	OROFINO JOINT DISTRICT	\$28,736	7.9%	\$349,647	TRUE	0.273	\$514,892
234	BLISS JOINT DISTRICT	\$3,540	6.3%	\$70,152	TRUE	0.167	\$73,323
244	MOUNTAIN VIEW SCHOOL DISTRICT	\$32,511	6.1%	\$471,259	TRUE	0.475	\$719,196
274	KOOTENAI DISTRICT	\$2,424	1.9%	\$101,688	TRUE	0.100	\$158,540
281	MOSCOW DISTRICT	\$68,005	14.8%	\$464,253	TRUE	0.156	\$591,509
304	KAMIAH JOINT DISTRICT	\$11,369	11.0%	\$112,943	TRUE	0.400	\$132,755
305	HIGHLAND JOINT DISTRICT	\$5,321	3.7%	\$0	TRUE	0.200	\$200,568
391	KELLOGG JOINT DISTRICT	\$17,395	3.7%	\$491,266	TRUE	0.541	\$612,701

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**STATE DEPARTMENT OF EDUCATION**

**SUBJECT**

Safety Busing Requests

**REFERENCE**

June 2015	Board approved the request for 95 school districts and 13 charter schools to transport students less than one and one-half miles for the 2014-2015 school year.
June 2016	Board approved the request for 98 school districts and 13 charter schools to transport students less than one and one-half miles for the 2015-2016 school year.
June 2017	Board approved the request for 99 school districts and 13 charter schools to transport students less than one and one-half miles for the 2016-2017 school year.

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-1006, Idaho Code  
Section 33-1501, Idaho Code

**ALIGNMENT WITH STRATEGIC PLAN**

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

**BACKGROUND/DISCUSSION**

Sections 33-1006 and 33-1502, Idaho Code, provide for the transportation of students less than 1.5 miles from the school if warranted by safety needs. Otherwise, the cost of transporting students less than 1.5 miles is not reimbursable. Local education agencies (LEAs) are required to submit a safety busing report to the State Department of Education by March 31 through the Idaho Bus Utilization System portal to report safety-based children to receive reimbursement for their transportation. All requests recommended for approval are compliant with Section 33-1006, Idaho Code. Safety busing impacts 26,011 students in the 2017-2018 school year.

**IMPACT**

The approval of LEAs with safety-based students allows LEAs to be reimbursed for routes that meet the safety busing requirements. Board inaction or denial of the safety busing rider count report would result in a loss of funding for the LEAs in the report.

Safety busing contributes to the safety and well-being of thousands of students each school year.

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**ATTACHMENTS**

Attachment 1 – Safety busing rider count report

**STAFF COMMENTS AND RECOMMENDATIONS**

Section 33-1006, Idaho Code allows for the reimbursement of cost to transport students 1.5 miles or more from the school and pupils less than 1.5 miles as provided in Section 33-1501, Idaho Code, when approved by the State Board of Education. State Department of Education staff annually review school district requests and forward those meeting the requirements for safety busing to the Board for consideration. Staff recommends approval.

**BOARD ACTION**

I move to approve the requests by ninety-nine (99) school districts and twelve (12) charter schools as submitted in Attachment 1 for approval to transport students less than one and one-half miles for the 2017-2018 school year.

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



**Safety Busing Rider Count Report 2017-2018**

<b>Name of LEA</b>	<b>Number of Riders</b>
Aberdeen District	107
American Falls Joint District	243
Basin School District	20
Bear Lake County District	104
Blackfoot District	503
Blaine County District	603
Bliss Joint District	38
Boise Independent District	953
Bonneville Joint District	2156
Boundary County District	45
Bruneau-Grand View Joint School District	1
Buhl Joint District	157
Butte County Joint District	93
Caldwell District	930
Cascade District	15
Cassia County Joint District	625
Castleford District	15
Challis Joint District	11
Clark County District	8
Coeur D'Alene District	304
Compass Public Charter School, Inc.	9
Cottonwood Joint District	39
Culdesac Joint District	8
Emmett Independent District	221
Falcon Ridge Public Charter School, Inc.	21
Filer District	153
Firth District	38
Fremont County Joint District	209
Fruitland District	85
Garden Valley District	12
Genesee Joint District	29
Glenns Ferry Joint District	122
Gooding Joint District	334
Grace Joint District	19
Hagerman Joint District	74
Hansen District	52
Heritage Academy, Inc.	86
Heritage Community Charter School, Inc.	87
Homedale Joint District	230

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<b>Name of LEA</b>	<b>Number of Riders</b>
Horseshoe Bend School District	55
Idaho Arts Charter School, Inc.	30
Idaho Falls District	1074
Idaho Stem Academy, Inc.	144
Jefferson County Joint District	546
Jerome Joint District	310
Joint School District No. 2	1341
Kamiah Joint District	68
Kellogg Joint District	8
Kimberly District	269
Kootenai District	2
Kuna Joint District	241
Lake Pend Oreille School District	174
Lakeland District	194
Lapwai District	98
Legacy Public Charter School, Inc.	9
Liberty Charter School, Inc.	6
Mackay Joint District	28
Madison District	372
Marsh Valley Joint District	84
Marsing Joint District	136
Mccall-Donnelly Joint School District	2
Melba Joint District	14
Middleton District	257
Midvale District	11
Minidoka County Joint District	700
Moscow District	287
Mountain Home District	355
Mountain View School District	95
Murtaugh Joint District	48
Nampa School District	1799
New Plymouth District	70
North Gem District	20
North Star Charter School, Inc.	1
North Valley Academy, Inc.	62
Notus District	107
Oneida County District	418
Orofino Joint District	30
Parma District	153
Payette Joint District	534
Plummer-Worley Joint District	66
Pocatello District	1703

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<b>Name of LEA</b>	<b>Number of Riders</b>
Post Falls District	642
Potlatch District	37
Preston Joint District	167
Richfield District	9
Ririe Joint District	159
Rockland District	28
Salmon District	123
Salmon River Joint School District	3
Shelley Joint District	290
Shoshone Joint District	108
Snake River District	217
Soda Springs Joint District	290
South Lemhi District	10
St Maries Joint District	100
Sugar-Salem Joint District	90
Swan Valley Elementary District	20
Teton County District	58
Thomas Jefferson Charter School, Inc.	38
Troy School District	57
Twin Falls District	1248
Vallivue School District	838
Victory Charter School, Inc.	7
Vision Charter School, Inc.	28
Wallace District	56
Weiser District	324
Wendell District	56
West Bonner County District	82
West Jefferson District	73
West Side Joint District	41
Wilder District	132
<b>Total</b>	<b>26011</b>

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**DEPARTMENT OF EDUCATION**

**SUBJECT**

Appointment 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 (Department) 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.

Chief Deputy Superintendent Pete Koehler currently fills the Department position on the PSC. As Mr. Koehler is retiring from the Department on June 29, 2018, the Department recommends the appointment of his replacement, Peter McPherson, to fill the PSC position. Pursuant to Section 33-1252(2), Idaho Code, the Department is not required to provide three nominations to fill the Department position on the PSC.

Before coming to the Department, Mr. McPherson was superintendent and federal programs director of the Challis School District, a position he had held since January 2014. Before his service in Challis, McPherson led Gem State Academy, a private boarding school in Canyon County, for nearly six years. He served as a secondary teacher for 10 years in private schools in Colorado, California and Oregon. Mr. McPherson holds an education specialist degree in educational leadership and administration from Northwest Nazarene University and master's and bachelor's degrees from Walla Walla University. McPherson is currently pursuing a doctorate from Northwest Nazarene University.

Mr. McPherson has also been active in several professional associations and community and education boards including: Idaho School Superintendents' Association (2014 - current), Idaho Association of School Administrators (2014 - current), Idaho School Boards Association (2014 - current), Custer County Economic Development Association (2015 - current), State Department of Education Superintendent's Cabinet (2015 - current), Idaho Leads Rural Schools Network (2016) Custer County Inter-Disciplinary Committee (2014 -

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current), Camp Ida-Haven Board of Directors (2008 - 2015), and Walla Walla University Board of Directors (2008 - 2014).

**STAFF COMMENTS AND RECOMMENDATIONS**

Section 33-1252, Idaho Code, established the Professional Standards Commission, consisting of eighteen (18) members, one of whom shall be a member of the staff of the State Department of Education. Three nominees for each position on the commission are required to be submitted to the Board for consideration with the exception of the nominee from the Department of Education and the Division of Career Technical Education.

**ATTACHMENTS**

Attachment 1 – Current Professional Standards Commission Members

**BOARD ACTION**

I move to appoint Peter McPherson as a member of the Professional Standards Commission for a three-year term beginning July 1, 2018, and ending June 30, 2021, representing the State Department of Education.

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

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**ATTACHMENT 1**

**Professional Standards Commission Members 2017-2018**

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

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

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

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

Kristi Enger  
Career Technical Education  
Idaho Career & Technical Education  
Term expires 06/30/2018  
Career Technical Education

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

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

Pete Koehler  
Department of Education  
Term expires 06/30/2018  
Idaho State Department of Education

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

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

Dr. Taylor Raney  
Public Higher Education  
University of Idaho  
Term expires 06/30/2019  
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

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Idaho Association of the Colleges of Teacher  
Education  
Dr. Elisa Saffle  
Elementary School Principal  
Bonneville Joint SD #093  
Term expires 06/30/2018  
Idaho Association of Elementary School  
Principals

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

Topher Wallaert  
Elementary Classroom Teacher  
Mountain Home SD #193  
Term expires 06/30/2018

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

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

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

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**PROFESSIONAL STANDARDS COMMISSION**

**SUBJECT**

Emergency Provisional Certificates

**REFERENCE**

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.
April 2018	Board approved three (3) 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**

Six (6) 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.

**Idaho Falls School District #91**

**Applicant Name:** Notareus, Tabitha

**Content & Grade Range:** All Subjects K-8

**Educational Level:** 119 credits, enrolled in BYU-Idaho – student teaching 2019

**Declared Emergency:** March 15, 2018, Idaho Falls School District's Board of Trustees declared an emergency area of need exists for the remainder of the 2017-2018 school year.

**Summary of Recruitment Efforts:** This candidate was hired as the long term sub October 30, 2017. The teacher of record resigned in February 2019. The district



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felt that it was in the best interest of the student to keep Ms. Notareus in the position to finish the year.

**PSC Review:** The Professional Standards Commission Authorizations Committee met April 6, 2018. The committee recommends Idaho Falls School District's request for Tabitha Notareus without reservation.

**Lake Pend Oreille School District #84**

**Applicant Name:** Chesbro, Charles

**Content & Grade Range:** Physical Education 6-12

**Educational Level:** 138 credits

**Declared Emergency:** February 13, 2018, Lake Pend Oreille School District's Board of Trustees declared an emergency area of need exists for the remainder of the 2017-2018 school year.

**Summary of Recruitment Efforts:** This candidate was hired to replace a candidate that had lied on their application and was terminated. The district had 18 applicants, 10 were interviewed and offered the position, of which only three (3) accepted and two (2) rescinded the offer.

**PSC Review:** The Professional Standards Commission Authorizations Committee met April 6, 2018. The committee recommends Lake Pend Oreille School District's request for Charles Chesbro without reservation.

**Meadows Valley School District #11**

**Applicant Name:** Annunziato, Randall

**Content & Grade Range:** Spanish 6-12 and PE 6-12

**Educational Level:** MA – Science 2015, BS 2008

**Declared Emergency:** December 12, 2017, Meadows Valley School District's Board of Trustees declared an emergency area of need exists for the remainder of the 2017-2018 school year.

**Summary of Recruitment Efforts:** The district did a realignment of staff due to vacancy. The candidate was unable to find a plan for both areas in time for an Alternative Authorization - Content Specialist. The candidate will find a program and start this summer. The district will apply for an Alternate Authorization for 2018-19 school year.

**PSC Review:** The Professional Standards Commission Authorizations Committee met April 6, 2018. The committee recommends Meadows Valley School District's request for Randall Annunziato without reservation.

**Pocatello/Chubbuck School District #25**

**Applicant Name:** Stucki, Chelsey

**Content & Grade Range:** Physical Education 6-12

**Educational Level:** MA Phys Ed 2009, BA Phys Ed 2006

**Declared Emergency:** January 16, 2018 Pocatello/Chubbuck School District's Board of Trustees declared an emergency area of need exists for the remainder of the 2017-2018 school year.

**Summary of Recruitment Efforts:** The district had five (5) applicants, none were certified. Ms. Stucki was the most qualified candidate.

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**PSC Review:** The Professional Standards Commission Authorizations Committee met April 6, 2018. The committee recommends Pocatello/Chubbuck School District's request for Chelsey Stucki without reservation.

**Twin Falls School District #411**

**Applicant Name:** Hinojos, Megan

**Content & Grade Range:** Mathematics 6-12

**Educational Level:** BA, History 12/2017

**Declared Emergency:** February 27, 2018, Twin Falls School District's Board of Trustees declared an emergency area of need exists for the remainder of the 2017-2018 school year.

**Summary of Recruitment Efforts:** Ms. Hinojos was an emergency replacement for a teacher that was terminated. She will finish this year, but she has been offered a teaching position in Jerome for the 18-19 school year. Ms. Hinojos has already graduated from a teacher prep program for History. The district had six (6) applicants and Ms. Hinojos was the most qualified.

**PSC Review:** The Professional Standards Commission Authorizations Committee met April 6, 2018. The committee recommends Twin Falls School District's request for Megan Hinojos without reservation.

**West Bonner County School District #83**

**Applicant Name:** Adamson, MaKinzie

**Content & Grade Range:** All Subjects K-8

**Educational Level:** 53 credits, enrolled in LCSC – student teaching 2018-19

**Declared Emergency:** December 20, 2017, West Bonner County School District's Board of Trustees declared an emergency area of need exists for the remainder of the 2017-2018 school year.

**Summary of Recruitment Efforts:** The position came open unexpectedly and was posted for several weeks. The district didn't have any certified applicants. Ms. Adamson was determined to be the best candidate and is enrolled in a teacher preparation program.

**PSC Review:** The Professional Standards Commission Authorizations Committee met April 24, 2018 via email. Previously, the district was under the impression Ms. Adamson held a bachelor's degree and was waiting for the plan from the university. The committee recommends West Bonner County School District's request for MaKinzie Adamson without reservation.

**IMPACT**

If the emergency provisional certificate is not approved, the school district will have no certificated staff to serve in the position and funding could be impacted.

**STAFF COMMENTS AND RECOMMENDATIONS**

Pursuant to Section 33-1201, Idaho Code "every person who is employed to serve in any elementary or secondary school in the capacity of teacher, supervisor, administrator, education specialist, school nurse or school librarian shall be required to have and to hold a certificate issued under the authority of the State

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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 the request by the Professional Standards Commission for the one-year emergency provisional certificates for Tabitha Notareus, Charles Chesbro, Randall Annunziato, Chelsey Stucki, Megan Hinojos and MaKinzie Adamson to teach the content area and grade ranges at the specified school districts as provided herein.

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

OR

I move to approve the request by the Professional Standards Commission for the one-year emergency provisional certificate for Tabitha Notareus to teach All Subjects grades kindergarten through eight (8) in the Idaho Falls School District #91 for the 2017-18 school year.

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

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I move to approve the request by the Professional Standards Commission for the one-year emergency provisional certificate for Charles Chesbro to teach Physical Education grades six (6) through twelve (12) in the Lake Pend Oreille School District #84 for the 2017-18 school year.

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

I move to approve the request by the Professional Standards Commission for the one-year emergency provisional certificate for Randall Annunziato to teach Spanish and Physical Education grades six (6) through twelve (12) in the Meadows Valley School District #11 for the 2017-18 school year.

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

I move to approve the request by the Professional Standards Commission for the one-year emergency provisional certificate for Chelsey Stucki to teach Physical Education grades six (6) through twelve (12) in the Pocatello/Chubbuck School District #25 for the 2017-18 school year.

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

I move to approve the request by the Professional Standards Commission for the one-year emergency provisional certificate for Megan Hinojos to teach Mathematics grades six (6) through twelve (12) in the Twin Falls School District #41 for the 2017-18 school year.

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

I move to approve the request by the Professional Standards Commission for the one-year emergency provisional certificate for MaKinzie Adamson to teach All Subjects grades kindergarten through eight (8) in the West Bonner County School District #83 for the 2017-18 school year.

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 21, 2018**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>CHIEF EXECUTIVE OFFICER COMPENSATION</b>	Motion to approve
<b>2</b>	<b>AMENDMENTS TO SUPPLEMENTAL RETIREMENT PLAN 403B</b>	Motion to approve

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## **BUSINESS AFFAIRS AND HUMAN RESOURCES**

**JUNE 21, 2018**

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### **SUBJECT**

Chief Executive Officer Salaries

### **REFERENCE**

June 2017

The Idaho State Board of Education (Board) approved Chief Executive Officer salaries.

### **APPLICABLE STATUTES, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section I.E.2.e.  
Idaho Code §33-102A

### **ALIGNMENT WITH STRATEGIC PLAN**

Chief Executive Officer salary adjustments are a non-strategic Board governance agenda item.

### **BACKGROUND/DISCUSSION**

The Board's Executive Director has completed annual performance evaluations for the administrator of the Division of Career Technical Education, the administrator of the Division of Vocational Rehabilitation, and the general manager of Idaho Public Television. Salary recommendations for these positions are based on the evaluations and the individual agencies' Division of Financial Management-approved compensation plans for FY2019.

Agency heads' salaries are entered into the state payroll system based on the equivalent hourly amount. The Board's consideration of salary changes at this time will allow for any approved changes to be entered into the state payroll system prior to the start of the payroll fiscal year.

### **IMPACT**

Approval of the proposed salaries will allow staff to enter the salaries for FY2019 into the state payroll system.

### **STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval of the hourly rates and equivalent salaries listed below.

### **BOARD ACTION**

I move to approve an hourly rate of \$\_\_\_\_\_ (annual salary of \$\_\_\_\_\_) for Matt Freeman as Executive Director of the State Board of Education, effective June 17, 2018.

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

**AND**

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 21, 2018**

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I move to approve an hourly rate of \$54.17 (annual salary of \$112,674) for Jane Donnellan as Administrator of the Division of Vocational Rehabilitation, effective June 17, 2018.

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

**AND**

I move to approve an hourly rate of \$54.43 (annual salary of \$113,214) for Ron Pisaneschi as General Manager of Idaho Public Television, effective June 17, 2018.

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

**AND**

I move to approve an hourly rate of \$57.65 (annual salary of \$119,912) for Dwight Johnson as Administrator of the Division of Career Technical Education, effective June 17, 2018.

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



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 21, 2018**

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**SUBJECT**

Supplemental Retirement 403(b) Plan

**REFERENCE**

June 2011	Idaho State Board of Education (Board) approved Supplemental Retirement 403(b) Plan document
August 2013	Board approved technical amendments to plan document
February 2014	Board approved amendments to the Supplemental Retirement Benefit Plan

**ALIGNMENT WITH STRATEGIC PLAN**

Non-strategic Board governance agenda item.

**APPLICABLE STATUTES, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section II.K.2.  
Sections 33-107C and 59-513 Idaho Code

**BACKGROUND / DISCUSSION**

Eligible participants in the Board's Supplemental 403(b) Retirement Plan ("Plan") are determined by the Board and listed by name in Appendix A to the Plan. In the event the Board desires to expand the Plan participants, it must do so by approving a revision to append Appendix A.

Eligible employees must make a one-time irrevocable election to participate in the Plan. The "includable compensation" upon which contributions to the Plan are based is an employee's contract base salary up to an IRS maximum. The Plan designates TIAA-CREF and VALIC as the Plan's exclusive vendors.

Employer and mandatory employee contributions to the Plan are specified in Appendix A. With the appointment of Dr. Martin Schimpf as interim president at Boise State University (BSU) commencing July 1, 2018 and terminating June 30, 2019, the addition of Dr. Schimpf in the Supplemental 403(b) Retirement Plan would only be for the period of one year with the same commencement and termination dates as his appointment of interim president.

**IMPACT**

Approval of this action is in accordance with the Board approved terms of Dr. Schimpf's appointment.

**ATTACHMENTS**

Attachment 1 – Supplemental Retirement 403(b) Plan document

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 21, 2018**

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**STAFF COMMENTS AND RECOMMENDATIONS**

The inclusion of Dr. Schimpf in the Supplemental 403(b) Retirement Plan is only for the one-year term he serves as interim president. The institution and Dr. Schimpf have agreed to the terms set forth in Appendix A.

Staff recommends approval.

**BOARD ACTION**

I move to approve amendments to the Closed Supplemental Retirement 403(b) Plan Appendix A document set forth in Attachment 1.

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

**Idaho State Board of Education  
Supplemental Retirement 403(b) Plan**

**A Defined Contribution Retirement Plan**

**Effective June 23, 2011  
Restated August 15, 2013  
Restated Effective March 16, 2014  
Appendix A Amended August 14, 2014**

## 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 Mandatory Contributions, Employer Contributions, 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 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:

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

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

1.9 **"Eligible Employee"**: Each individual listed in Appendix A, 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.

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

1.11 **"Employer Contributions"**: The Employer contributions made to the Plan by the Participant's Employer that do not reduce the Participant's cash compensation.

1.12 **"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.

1.13 **"Includible Compensation"**: An Employee's contract base salary (exclusive of taxable fringe benefits), 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. The amount of Includible Compensation is determined without regard to any community property laws.

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

1.15 **"Mandatory Contributions"**: The Employer contributions required to be made to the Plan by the Participant in lieu of receiving cash compensation.

1.16 **"Participant"**: An individual for whom contributions are currently being made, or for whom contributions 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"**: Idaho State Board of Education Supplemental Retirement 403(b) Plan.

1.18 **"Plan year"**: The calendar year, which is also the limitation year for purposes of Code section 415.

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 school but continuing to work for the same State or local government employer).

1.21 **"Vendor"**: The provider of an Annuity Contract or Custodial Account.

1.22 **"Valuation Date"**: Each business day.

## Section 2 Participation and Contributions

2.1 **Notification.** The Employer will notify an Eligible Employee when he or she becomes an Eligible Employee listed in Appendix A. An Eligible Employee who complies with the requirements of this Plan to become a Participant is entitled to the benefits and is bound by all the terms, provisions, and conditions of this Plan, including any amendments that, from time to time, may be adopted, and including the terms, provisions and conditions of any Funding Vehicles to which Plan contributions for the Participant have been applied.

2.2 **Enrollment in Plan – One Time Irrevocable Election.** To participate in this Plan, an Eligible Employee must complete the necessary enrollment form(s) and return them to the Employer. An employee who has been notified that he or she is an Eligible Employee listed in Appendix A but who fails to return the enrollment forms within 30 days of receipt of the enrollment forms will be deemed to have waived all of his or her rights under the Plan. This procedure is designed to give an Eligible Employee a one time irrevocable option to participate in the Plan. The participation election shall also include designation of the Funding Vehicles and Accounts therein to which Plan contributions are to be made and a designation of Beneficiary. An Employee shall become a Participant as soon as administratively practicable following the date applicable under the employee's election.

2.3 **Information Provided by the Employee.** Each Employee enrolling in the Plan should provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the Plan, including any information required under the Individual Agreements.

2.4 **Change in Beneficiary or Investment.** Subject to the provisions of the applicable Individual Agreements, an Employee may at any time change his or her investment direction and his or her designated Beneficiary. A change in the investment direction shall take effect as of the date provided by the Administrator on a uniform basis for all Employees. A change in the Beneficiary designation shall take effect when the election is accepted by the Vendor.

2.5 **Contribution Amounts.** Employer Contributions and Mandatory Contributions shall equal the percentage of the Participant's Includible Compensation indicated for the Participant on Appendix A.

2.6 **Contributions Made Promptly.** Mandatory Contributions under the Plan shall be transferred to the applicable Funding Vehicle as part of the Employer's biweekly payroll processing and within 15 business days following the end of the pay date in which the amount would otherwise have been paid to the Participant. Employer Contributions shall be credited to the applicable Funding Vehicle as part of the Employer's biweekly payroll processing and within 15 business days following the end of the pay date.

**2.7 Leave of Absence.** If an Employee is absent from work by leave of absence, Mandatory Contributions and Employer Contributions under the Plan shall continue to the extent that Includible Compensation continues.

**2.8 Revenue Sharing Account.** The Plan shall record in an unallocated Plan account any amounts paid to the Plan by Vendors, and shall invest such unallocated account as directed by the Board or its delegate. As of the last day of each Plan Year, all assets remaining in the unallocated Plan account shall be allocated among the Accounts of Participants who have Accounts on the last day of the Plan Year. The allocation shall be made in proportion to the value of each Participant's Account invested in Funding Vehicles that generate revenue sharing, determined according to the Vendors' records as of the last day of the Plan Year.

### **Section 3 Limitations on Contributions**

**3.1 Annual Limitation.** This Plan incorporates by reference the final Treasury Regulations under Code section 415 and applies the definition of compensation under Treasury Regulation section 1.415(c)-2(d)(3) for purposes of the Code section 415 limits. If a Participant's annual addition under this Plan and all other plans that must be aggregated with this Plan in accordance with the final Treasury Regulations under Code section 415 exceed the limit under such Regulations for a limitation year, the excess shall be attributed to this Plan, except that in the case of a Participant who also participates in the Boise State University Section 403(b) Base Plan (the "Base Plan") the excess annual additions that would otherwise be made to the Participant's Base Plan account shall be attributed to the Base Plan.

**3.2 Protection of Persons Who Serve in a Uniformed Service.** In the case of a Participant whose employment is interrupted by qualified military service under section 414(u) of the Code or who is on a leave of absence for qualified military service under section 414(u) of the Code this Plan will comply with all applicable requirements of Code section 414(u) and the Heroes Earnings Assistance and Relief Act of 2008 (the "HEART Act").

### **Section 4 Benefit Distributions**

**4.1 Benefit Distributions At Severance from Employment or Other Distribution Event.** Except as permitted under Section 4.5 (relating to withdrawals of amounts rolled over into the Plan), or Section 7.3 (relating to termination of the Plan), distributions from a Participant's Account may not be made earlier than the earliest of the date on which the Participant has a Severance from Employment, dies, becomes Disabled, or attains age 59 ½. Distributions shall otherwise be made in accordance with the terms of the Individual Agreements.

**4.2 Small Account Balances.** The terms of the Individual Agreement may permit distributions to be made in the form of a lump-sum payment, without the consent of the Participant or Beneficiary, but no such payment may be made without the consent of the Participant or Beneficiary unless the Account Balance does not exceed \$5,000



(determined without regard to any separate account that holds rollover contributions under Section 6.1) and any such distribution shall comply with the requirements of section 401(a)(31)(B) of the Code (relating to automatic distribution as a direct rollover to an individual retirement plan for distributions in excess of \$1,000).

**4.3 Minimum Distributions.** Each Individual Agreement shall comply with the minimum distribution requirements of section 401(a)(9) of the Code and the regulations thereunder. For purposes of applying the distribution rules of section 401(a)(9) of the Code, each Individual Agreement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of § 1.408-8 of the Income Tax Regulations, except as provided in § 1.403(b)-6(e) of the Income Tax Regulations.

**4.4 In-Service Distributions From Rollover Account.** If a Participant has a separate account attributable to rollover contributions to the plan, to the extent permitted by the applicable Individual Agreement, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

#### **4.5 Rollover Distributions.**

(a) A Participant or the Beneficiary of a deceased Participant (or a Participant's spouse or former spouse who is an alternate payee under a domestic relations order, as defined in section 414(p) of the Code) who is entitled to an eligible rollover distribution may elect to have any portion of an eligible rollover distribution (as defined in section 402(c)(4) of the Code) from the Plan paid directly to an eligible retirement plan (as defined in section 402(c)(8)(B) of the Code) specified by the Participant in a direct rollover. In the case of a distribution to a Beneficiary who at the time of the Participant's death was neither the spouse of the Participant nor the spouse or former spouse of the participant who is an alternate payee under a domestic relations order, a direct rollover is payable only to an individual retirement account or individual retirement annuity (IRA) that has been established on behalf of the Beneficiary as an inherited IRA (within the meaning of section 408(d)(3)(C) of the Code).

(b) Each Vendor shall be separately responsible for providing, within a reasonable time period before making an initial eligible rollover distribution, an explanation to the Participant of his or her right to elect a direct rollover and the income tax withholding consequences of not electing a direct rollover.

### **Section 5 Rollovers to the Plan and Transfers**

#### **5.1 Eligible Rollover Contributions to the Plan.**

(a) **Eligible Rollover Contributions.** To the extent provided in the Individual Agreements, an Employee who is a Participant who is entitled to receive an eligible rollover distribution from another eligible retirement plan may request to have all or a portion of the eligible rollover distribution paid to the Plan. Such rollover contributions

shall be made in the form of cash only. The Vendor may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of section 402(c)(8)(B) of the Code. However, in no event does the Plan accept a rollover contribution from a Roth IRA described in section 408A of the Code.

(b) **Eligible Rollover Distribution.** For purposes of Section 6.1(a), an eligible rollover distribution means any distribution of all or any portion of a Participant's benefit under another eligible retirement plan, except that an eligible rollover distribution does not include (1) any installment payment for a period of 10 years or more, (2) any distribution made as a result of an unforeseeable emergency or other distribution which is made upon hardship of the employee, or (3) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under section 401(a)(9) of the Code. In addition, an eligible retirement plan means an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, a qualified trust described in section 401(a) of the Code, an annuity plan described in section 403(a) or 403(b) of the Code, or an eligible governmental plan described in section 457(b) of the Code, that accepts the eligible rollover distribution.

(c) **Separate Accounts.** The Vendor shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan.

## **5.2 Contract and Custodial Account Exchanges.**

(a) A Participant or Beneficiary is permitted to change the investment of his or her Account Balance among the Vendors under the Plan, subject to the terms of the Individual Agreements. However, an investment change that includes an investment with a Vendor that is not eligible to receive contributions under Section 3 (referred to below as an exchange) is not permitted unless the conditions in paragraphs (b) through (d) of this Section 5.2 are satisfied.

(b) The Participant or Beneficiary must have an Account Balance immediately after the exchange that is at least equal to the Account Balance of that Participant or Beneficiary immediately before the exchange (taking into account the Account Balance of that Participant or Beneficiary under both section 403(b) contracts or custodial accounts immediately before the exchange).

(c) The Individual Agreement with the receiving Vendor has distribution restrictions with respect to the Participant that are not less stringent than those imposed on the investment being exchanged.

(d) The Employer enters into an agreement with the receiving Vendor for the other contract or custodial account under which the Employer and the Vendor will from time to time in the future provide each other with the following information:

(1) Information necessary for the resulting contract or custodial account, or any other contract or custodial accounts to which contributions have been made by the Employer, to satisfy section 403(b) of the Code, including the following:

(i) the Employer providing information as to whether the Participant's employment with the Employer is continuing, and notifying the Vendor when the Participant has had a Severance from Employment (for purposes of the distribution restrictions in Section 4.1);

(ii) the Vendor providing information to the Employer or other Vendors concerning the Participant's or Beneficiary's section 403(b) contracts or custodial accounts or qualified employer plan benefits; and

(2) Information necessary in order for the resulting contract or custodial account and any other contract or custodial account to which contributions have been made for the Participant by the Employer to satisfy other tax requirements.

(e) If any Vendor ceases to be eligible to receive contributions under the Plan, the Employer will enter into an information sharing agreement as described in Section 5.2(d) to the extent the Employer's contract with the Vendor does not provide for the exchange of information described in Section 5.2(d)(1) and (2).

## **Section 6**

### **Investment of Contributions**

**6.1 Manner of Investment.** All amounts contributed to the Plan, all property and rights purchased with such amounts under the Funding Vehicles, and all income attributable to such amounts, property, or rights shall be held and invested in one or more Annuity Contracts or Custodial Accounts. Each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.

**6.2 Investment of Contributions.** Each Participant or Beneficiary shall direct the investment of his or her Account among the investment options available under the Annuity Contract or Custodial Account in accordance with the terms of the Individual Agreements. Transfers among Annuity Contracts and Custodial Accounts may be made to the extent provided in the Individual Agreements and permitted under applicable Income Tax Regulations.

**6.3 Current and Former Vendors.** The Teachers Insurance and Annuity Association of America and College Retirement Equities Fund (TIAA-CREF) and the Variable Annuity Life Insurance Company (VALIC) shall be the exclusive Vendors under the Plan. Each Vendor and the Administrator shall exchange such information as may be necessary to satisfy section 403(b) of the Code or other requirements of applicable

law. In the case of a Vendor which is not eligible to receive contributions under the Plan (including a Vendor which has ceased to be a Vendor eligible to receive contributions under the Plan and a Vendor holding assets under the Plan in accordance with Section 5.2), the Employer shall keep the Vendor informed of the name and contact information of the Administrator in order to coordinate information necessary to satisfy section 403(b) of the Code or other requirements of applicable law.

## **Section 7 Amendment and Plan Termination**

**7.1 Termination of Contributions.** The Employer has adopted the Plan with the intention and expectation that contributions will be continued indefinitely. However, the Employer has no obligation or liability whatsoever to maintain the Plan for any length of time and may discontinue contributions under the Plan at any time without any liability hereunder for any such discontinuance.

**7.2 Amendment and Termination.** The Employer reserves the authority to amend or terminate this Plan at any time.

**7.3 Distribution upon Termination of the Plan.** The Employer may provide that, in connection with a termination of the Plan and subject to any restrictions contained in the Individual Agreements, all Accounts will be distributed, provided that the Employer and any Related Employer on the date of termination do not make contributions to an alternative section 403(b) contract that is not part of the Plan during the period beginning on the date of plan termination and ending 12 months after the distribution of all assets from the Plan, except as permitted by the Income Tax Regulations.

## **Section 8 Miscellaneous**

**8.1 Non-Assignability.** Except as provided in Section 8.2 and 8.3, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be non-assignable and non-transferable.

**8.2 Domestic Relation Orders.** Notwithstanding Section 8.1, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any State ("domestic relations order"), then the amount of the Participant's Account Balance shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the

status of any such decree or order and for effectuating distribution pursuant to the domestic relations order.

**8.3 IRS Levy.** Notwithstanding Section 8.1, the Administrator may pay from a Participant's or Beneficiary's Account Balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

**8.4 Tax Withholding.** Any benefit payment made under the Plan is subject to applicable income tax withholding requirements (including section 3401 of the Code and the Employment Tax Regulations thereunder). A payee shall provide such information as the Administrator may need to satisfy income tax withholding obligations, and any other information that may be required by guidance issued under the Code.

**8.5 Payments to Minors and Incompetents.** If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such person as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

**8.6 Mistaken Contributions.** If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Employer.

**8.7 Procedure When Distributee Cannot Be Located.** The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown on Idaho State Board of Education's or the Administrator's records, (b) notification sent to the Social Security Administration or the Pension Benefit Guaranty Corporation (under their program to identify payees under retirement plans), and (c) the payee has not responded within 6 months. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the funding vehicle shall continue to hold the benefits due such person.

**8.8 Incorporation of Individual Agreements.** The Plan, together with the Individual Agreements, is intended to satisfy the requirements of section 403(b) of the Code and the Income Tax Regulations thereunder. Terms and conditions of the

Individual Agreements are hereby incorporated by reference into the Plan, excluding those terms that are inconsistent with the Plan or section 403(b) of the Code.

8.9 **Governing Law.** The Plan will be construed, administered and enforced according to the Code and the laws of the State in which the Employer has its principal place of business.

8.10 **Headings.** Headings of the Plan have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

8.11 **Gender.** Pronouns used in the Plan in the masculine or feminine gender include both genders unless the context clearly indicates otherwise.

## APPENDIX A

### ELIGIBLE EMPLOYEES

The contribution percentages listed in this Appendix A are set by a formula established by the Employer. Each Eligible Employee has not exercised any control, direct or indirect, over the contribution percentages listed in this Appendix A.

1. For Calendar Years 2011 and 2012 the Contributions Amounts (as referenced in Section 2.5) shall be as follows:

<u>Employee</u>	<u>Employer Contribution</u>	<u>Mandatory Employee Contribution</u>
Robert Kustra	3.46%	2.60%
Arthur Vailas	2.98%	2.24%
Chris Petersen	10.52%	6.97%
Leon Rice	3.59%	2.70%

2. For Calendar Year 2011 the Contributions Amounts (as referenced in Section 2.5) shall be as follows:

<u>Employee</u>	<u>Employer Contribution</u>	<u>Mandatory Employee Contribution</u>
M. Duane Nellis	6.90%	5.19%

3. For Calendar Year 2012 the Contributions Amounts (as referenced in Section 2.5) shall be as follows:

<u>Employee</u>	<u>Employer Contribution</u>	<u>Mandatory Employee Contribution</u>
M. Duane Nellis	3.41%	2.56%

4. For Calendar Years 2013 and 2014 the Contributions Amounts (as referenced in Section 2.5) shall be as follows:

<u>Employee</u>	<u>Employer Contribution</u>	<u>Mandatory Employee Contribution</u>
Robert Kustra	3.56%	2.70%
Arthur Vailas	3.08%	2.34%
Chuck Staben	3.51%	2.66%
Mark Coyle	3.56%	2.70%
Bryan Harsin	3.69%	2.80%

Leon Rice	3.69%	2.80%
Kenneth Petersen	3.56%	2.70%

5. For ~~e~~Calendar ~~y~~Years 2015 and each calendar year thereafter, the Contributions Amounts (as referenced in Section 2.5) for each Eligible Employee listed below shall be as follows:

<u>Employee</u>	<u>Employer Contribution</u>	<u>Mandatory Employee Contribution</u>
Robert Kustra	3.50%	2.50%
Arthur Vailas	3.50%	2.50%
Chuck Staben	3.50%	2.50%
<del>Mark Coyle</del>	<del>3.50%</del>	<del>2.50%</del>
Bryan Harsin	3.50%	2.50%
Leon Rice	3.50%	2.50%
Kenneth Petersen	3.50%	2.50%

6. For Calendar Years 2018 and 2019 only, the Contributions Amounts (as referenced in Section 2.5) for each Eligible Employee listed below shall be as follows:

<u>Employee</u>	<u>Employer Contribution</u>	<u>Mandatory Employee Contribution</u>
<u>Martin Schimpf</u>	<u>3.50%</u>	<u>2.50%</u>



**IN WITNESS WHEREOF, the Employer has caused this instrument to be executed by its duly authorized representative effective on this 16<sup>th</sup> day of March 2014.**

**Idaho State Board of Education**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 20, 2018**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>FY 2019 OPERATING BUDGETS</b>	Motion to approve
<b>2</b>	<b>FY 2020 LINE ITEMS</b>	Motion to approve
<b>3</b>	<b>AMENDMENT TO BOARD POLICY</b> V.R. – Establishment of Fees - Idaho Indian Student Fee – First Reading	Motion to approve
<b>4</b>	<b>BOISE STATE UNIVERSITY</b> Authorization of Planning/Design – Baseball Field	Motion to approve
<b>5</b>	<b>BOISE STATE UNIVERSITY</b> Revisions and Additions to 2018-19 Online Program Fees	Motion to approve
<b>6</b>	<b>BOISE STATE UNIVERSITY</b> Amendment to Multi-Media and Marketing Rights Agreement with BSU Athletics – Learfield Communications	Motion to approve
<b>7</b>	<b>BOISE STATE UNIVERSITY and IDAHO STATE UNIVERSITY</b> Revised Purchasing Policies	Motion to approve
<b>8</b>	<b>IDAHO STATE UNIVERSITY</b> Authorization of Planning/Design – Holt Arena Seating	Motion to approve
<b>9</b>	<b>IDAHO STATE UNIVERSITY</b> Authorization of Construction Phase – Anatomy and Physiology Lab Building Addition at ISU Meridian Health Science Center	Motion to approve

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 20, 2018**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>10</b>	<b>UNIVERSITY OF IDAHO</b> ICCU Arena Funds Investment Approval	Motion to approve
<b>11</b>	<b>UNIVERSITY OF IDAHO</b> Acquisition of Real Property – Sandpoint	Motion to approve
<b>12</b>	<b>UNIVERSITY OF IDAHO</b> Authorization of Planning/Design – Potato Seed Building	Motion to approve
<b>13</b>	<b>COLLEGE OF EASTERN IDAHO</b> Real and Personal Property Transfer	Motion to approve

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 21, 2018**

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**SUBJECT**

Approval of FY 2019 Appropriated Funds Operating Budgets

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures Section II.F.b.v.; V.B.3.b.ii., 4.b., 5.c, 6.b.

**ALIGNMENT WITH STRATEGIC PLAN**

Annual budget approval is a non-strategic Board governance item.

**BACKGROUND/DISCUSSION**

Pursuant to Board policy V.B., each institution and agency prepares an operating budget for appropriated funds, non-appropriated auxiliary enterprises, non-appropriated local services, and non-appropriated other.

For the appropriated funds operating budget, Board policy V.B.3.b.ii provides as follows: “each institution or agency prepares an operating budget for the next fiscal year based upon guidelines adopted by the Board. Each budget is then submitted to the Board in a summary format prescribed by the Executive Director, for review and formal approval before the beginning of the fiscal year.” The appropriated operating budgets have been developed based on appropriations enacted during the 2018 session.

For the college and universities’ non-appropriated operating budgets, Board policy V.B. requires reports of revenues and expenditures to be submitted to the State Board of Education at the request of the Board. Currently, these operating budgets are available on each institution’s website and are available upon request.

Operating budgets are presented in two formats: budgets for agencies, health education programs, and special programs contain a summary (displayed by program, by source of revenue, and by expenditure classification) and a budget overview that briefly describes the program and changes from the previous fiscal year. All sources of revenues are included (i.e. General Funds, federal funds, miscellaneous revenue, and any other fund source).

For the college and universities, postsecondary career technical education and agricultural research and extension, supplemental information is provided including personnel costs summarized by type of position. The college and universities’ reports contain information about appropriated funds, which only include state General Funds, endowment funds, and appropriated student fees.

**IMPACT**

Approval of the budgets establishes agency and institutional fiscal spending plans for FY 2019, and allows the agencies and institutions to continue operations from FY 2018 into FY 2019.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 21, 2018**

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**ATTACHMENTS**

Attachment 1 – Charts - FY 2019 General Funds by Program  
Attachment 2 – Office of the State Board of Education Operating Budget  
Attachment 3 – Idaho Public Television Operating Budget  
Attachment 4 – Division of Vocational Rehabilitation Operating Budget  
Attachment 5 – Charts - FY 2019 Appropriated Funds Budget by Function  
Attachment 6 – College and Universities Summary of Appropriated Budget  
Attachment 7 – Boise State University FY 2019 Budget Overview  
Attachment 8 – Boise State University Appropriated Budget  
Attachment 9 – Boise State University Salary Changes  
Attachment 10 – Idaho State University FY 2019 Budget Overview  
Attachment 11 – Idaho State University Appropriated Budget  
Attachment 12 – Idaho State University Salary Changes  
Attachment 13 – University of Idaho FY 2019 Budget Overview  
Attachment 14 – University of Idaho Appropriated Budget  
Attachment 15 – University of Idaho Salary Changes  
Attachment 16 – Lewis-Clark State College FY 2019 Budget Overview  
Attachment 17 – Lewis-Clark State College Appropriated Budget  
Attachment 18 – Lewis-Clark State College Salary Changes  
Attachment 19 – Charts - FY 2019 Budgeted Positions by Type  
Attachment 20 – College and Universities Personnel Costs  
Attachment 21 – Career Technical Education FY 2019 Budget Overview  
Attachment 22 – Career Technical Education Appropriated Budget  
Attachment 23 – Career Technical Education Personnel Costs  
Attachment 24 – Agricultural Research & Extension FY 2019 Budget Overview  
Attachment 25 – Agricultural Research & Extension Appropriated Budget  
Attachment 26 – Agricultural Research & Extension Personnel Costs  
Attachment 27 – Health Education Programs Operating Budget  
Attachment 28 – Special Programs Operating Budget  
Attachment 29 – FY 2019 PBFAC Recommended Alteration and Repair Projects

**STAFF COMMENTS AND RECOMMENDATIONS**

Budgets were developed according to legislative intent and/or Board guidelines. There was funding for a 3% ongoing Change in Employee Compensation (CEC) in FY 2019. Representatives from the institutions will be available to answer specific questions.

Attachment 20 presents a system-wide summation of personnel costs by institution, by classification and also includes the number of new positions added at each institution. Board policy requires prior Board approval for the following positions:

- Salaries for new appointments to dean, associate/assistant dean, vice president and equivalent positions above the College and University Professional Association for Human Resources (CUPA-HR) median rate for such positions. (II.F.2.b.)

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 21, 2018**

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- Any position at a level of vice-president (or equivalent) and above, regardless of funding source. (II.B.3.a.)
- The initial appointment of an employee to any type of position at a salary that is equal to or higher than 75% of the chief executive officer's annual salary. (II.B.3.b.)
- The employment agreement of any head coach or athletic director (at the institutions only) longer than three years, or for a total annual compensation amount of \$200,000 or higher, and all amendments thereto. (II.B.3.c.)
- Non-classified employee contracts (other than for athletic directors or coaches) over one year. (II.F.1.b.v.)

All other hiring authority has been expressly delegated to the presidents. Therefore, Board review of the operating budgets is the best opportunity for the Board to see the number of new positions added year-over-year.

For informational purposes only, the list of FY 2019 maintenance (Alteration and Repair) projects recommended by the Permanent Building Fund Advisory Council is included in Attachment 29.

Staff recommends approval.

**BOARD ACTION**

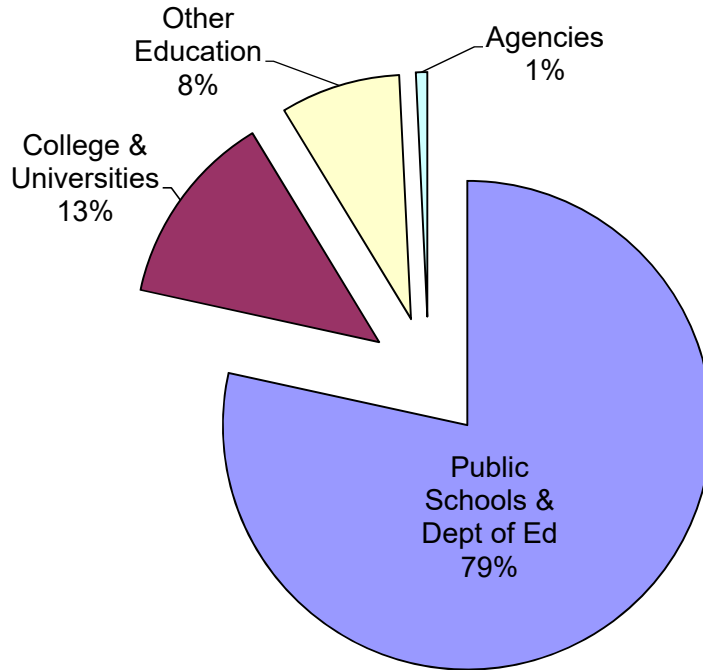
I move to approve the FY 2019 operating budgets for the Office of the State Board of Education, Idaho Public Television, Division of Vocational Rehabilitation, College and Universities, Career Technical Education, Agricultural Research and Extension Service, Health Education Programs and Special Programs, as presented in Attachments 1-28.

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

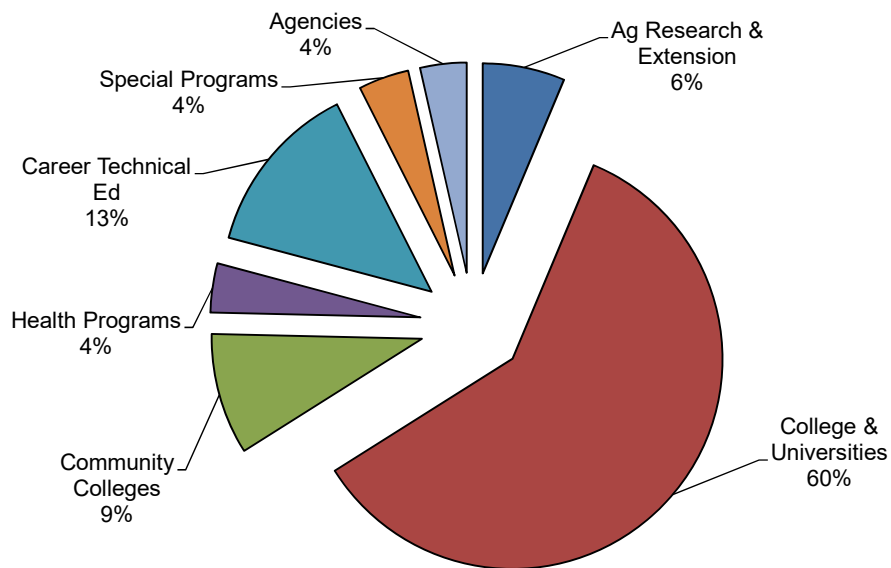
# State Board of Education

FY19 General Funds by Program

## Includes Public Schools and Department of Education General Funds



## Excludes Public Schools and Department of Education General Funds



**OFFICE OF THE STATE BOARD OF EDUCATION**  
**FY 2019 Operating Budget**

	<b>FY 2018 BUDGET</b>	<b>FY 2019 BUDGET</b>	<b>PERCENT of CHANGE</b>
<b>By Cost Center:</b>			
Office of the State Board of Education			
Management Services	4,143,600	4,832,400	16.62%
Charter School Commission	568,300	521,700	-8.20%
Academic Services	776,800	906,000	16.63%
Research Services	755,600	518,000	-31.45%
Fiscal Services	532,200	536,800	0.86%
Scholarship Programs	16,476,500	19,824,900	20.32%
System Wide Needs	905,300	2,052,600	126.73%
<b>Total Programs</b>	<b>24,158,300</b>	<b>29,192,400</b>	<b>20.84%</b>
<b>By Fund Source:</b>			
General Fund - OSBE	5,364,400	6,204,200	15.66%
General Fund - Charter Commission	220,500	170,700	-22.59%
General Fund - Scholarships	11,729,700	15,230,300	29.84%
Federal Funds	526,400	268,800	-48.94%
Federal Funds - GEARUP	3,124,400	3,124,600	0.01%
Miscellaneous Revenue	201,100	203,300	1.09%
Miscellaneous Charter Authorizer Fees	347,800	351,000	0.92%
Miscellaneous - Opportunity Fund	622,400	470,000	-24.49%
Miscellaneous - Postsecondary Credit	1,000,000	1,000,000	0.00%
Systemwide Needs	905,300	2,052,600	126.73%
Indirect Cost Recovery Fund	116,300	116,900	0.52%
<b>Total Funds</b>	<b>24,158,300</b>	<b>29,192,400</b>	<b>20.84%</b>
<b>By Expenditure Classification:</b>			
Personnel Costs	3,080,500	3,362,600	9.16%
Operating Expenditures	3,485,500	4,960,800	42.33%
Capital Outlay	3,000	42,900	1330.00%
Trustee/Benefit Payments	17,589,300	20,826,100	18.40%
Lump Sum	0	0	N/A
<b>Total Expenditures</b>	<b>24,158,300</b>	<b>29,192,400</b>	<b>20.84%</b>
<b>Full Time Positions</b>	<b>32.60</b>	<b>35.60</b>	<b>9.20%</b>

**Budget Overview**

The Office of the State Board of Education received a 3% ongoing CEC as well as benefit decreases and replacement capital. OSBE recieved funding for 3 FTP and \$414k to transfer Career Information Systems from Department of Labor, \$80k for Graduate Medical Education Council, \$250k for Systems Integration Consultant, \$125k for Accreditation for Psychology Internships, \$3.5m for the Opportunity Scholarship offset slightly by a reduction in planned use of interest revenue, \$800k for IRON and \$350k for a Degree Audit and Data System. The Charter Commission received a \$47k reduction for Statewide Cost Allocation. The reduction in Research Services is due to the phaseout of the federal grant for the Statewide Longitudinal Data System.



**IDAHO PUBLIC TELEVISION  
FY 2019 Operating Budget**

		<b>FY 2018 BUDGET</b>	<b>FY 2019 BUDGET</b>	<b>PERCENT of CHANGE</b>
1	<b>By Program:</b>			
2	Delivery System and Administration:			
3	Technical Services	2,597,750	2,487,100	(4.26%)
4	Administration	1,416,860	1,397,850	(1.34%)
5	Educational Content:			
6	Programming Acquisitions	1,731,930	1,798,900	3.87%
7	IdahoPTV Productions	1,519,730	1,644,700	8.22%
8	Special Productions/Projects (2)	441,500	21,200	(95.20%)
9	Communications (3)	802,450	996,750	24.21%
10	Development	1,122,880	1,102,100	(1.85%)
11	<b>Total Programs</b>	<b>9,633,100</b>	<b>9,448,600</b>	<b>(1.92%)</b>
12				
13	<b>By Fund Source:</b>			
14	General Fund - PC/OE	2,320,700	2,482,300	6.96%
15	General Fund - Capital (One-Time)	1,006,500	103,000	(89.77%)
16	Tech/Infrastructure Stabilization Fund	0	400,000	
17	Federal Funds	0	340,400	
18	Local Funds	5,864,400	6,101,700	(2.90%)
19	Special Productions/Projects	441,500	21,200	(6.00%)
20	<b>Total Funds</b>	<b>9,633,100</b>	<b>9,448,600</b>	<b>(1.92%)</b>
21				
22	<b>By Expenditure Classification:</b>			
23	Personnel Costs (1)	4,720,100	4,973,400	5.37%
24	Operating Expenditures:			
25	Communication & Programming	1,514,570	1,578,530	4.22%
26	Employee Development & Travel	222,880	221,780	(0.49%)
27	Professional, Admin & Other Services	455,580	417,080	(8.45%)
28	Supplies, R&M Services	413,110	405,930	(1.74%)
29	Utilities and Gas	190,400	183,200	(3.78%)
30	Leases and Rentals	520,900	535,580	2.82%
31	Miscellaneous	193,060	208,800	8.15%
32	Total Operating Expenditures	3,510,500	3,550,900	1.15%
33	Capital Outlay (4)	1,402,500	924,300	(34.10%)
34	<b>Total Expenditures</b>	<b>9,633,100</b>	<b>9,448,600</b>	<b>(1.92%)</b>
35				
36	<b>FTP Count</b> (3)	65.48	68.48	4.58%

**Notes:**

39 FY 2018 budget per SB1138; FY 2019 budget per HB654

40 (1) Appropriations for a 3% CEC that increased personnel costs throughout the budget.

41 (2) Seeking additional donations to support IdahoPTV special productions and projects.

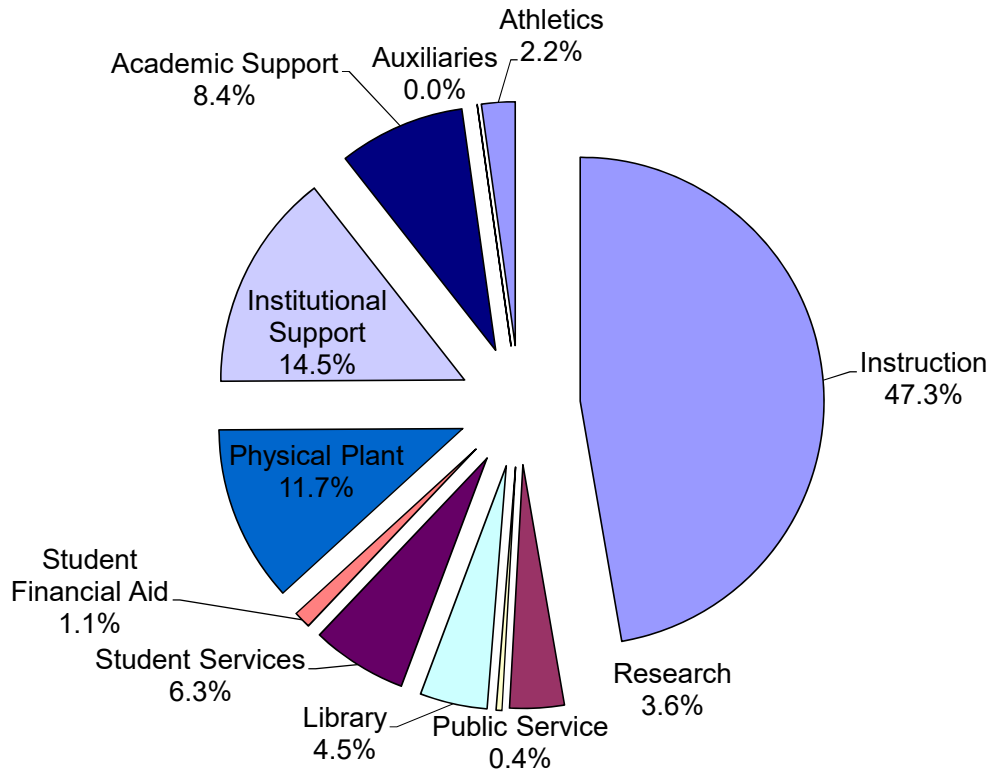
42 (3) Added educational position and expanded outreach.

43 (4) Reduced level of general fund capital replacement appropriation.

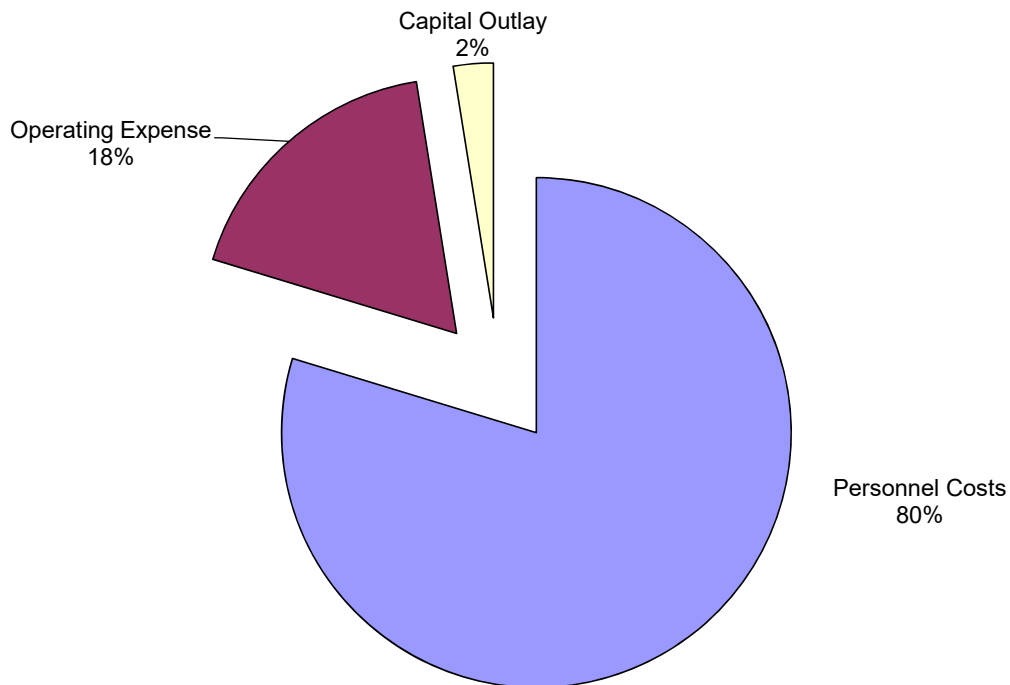
**DIVISION OF VOCATIONAL REHABILITATION**  
**FY 2019 Operating Budget**

		<b>FY 2018 BUDGET</b>	<b>FY 2019 BUDGET</b>	<b>PERCENT of CHANGE</b>
1				
2	<b>By Program:</b>			
3	Vocational Rehabilitation	23,532,600	23,609,000	0.32%
4	Comm. Supp. Employ. Work Svcs. (CSE)	4,423,400	4,427,300	0.09%
5	Council for the Deaf & Hard of Hearing [1]	219,900	269,800	22.69%
6				
7	<b>Total Programs</b>	<b>28,175,900</b>	<b>28,306,100</b>	<b>0.46%</b>
8	<b>By Fund Source:</b>			
9	General Fund	8,589,000	8,651,300	0.73%
10	Federal Funds	17,536,200	17,545,200	0.05%
11	Miscellaneous Revenue	969,200	969,600	0.04%
12	Dedicated Funds [2]	1,081,500	1,143,000	5.69%
13	<b>Total Funds</b>	<b>28,175,900</b>	<b>28,309,100</b>	<b>0.47%</b>
14	<b>By Expenditure Classification:</b>			
15	Personnel Costs	10,806,900	10,956,500	1.38%
16	Operating Expenditures			
17	Communications [1]	282,500	292,500	3.54%
18	Employee Dev./Memberships	67,000	67,000	0.00%
19	Professional & General Services	632,200	644,800	1.99%
20	Travel [1]	108,400	113,800	4.98%
21	Supplies & Insurance	130,800	132,800	1.53%
22	Rents [3]	500,700	509,700	1.80%
23	Other	22,600	22,600	0.00%
24	<b>Total Operating Expenditures</b>	<b>1,744,200</b>	<b>1,783,200</b>	<b>2.24%</b>
25	Capital Outlay [4]	162,000	106,600	-34.20%
26	Trustee/Benefit Payments	15,462,800	15,462,800	0.00%
27	<b>Total Expenditures</b>	<b>28,175,900</b>	<b>28,309,100</b>	<b>0.47%</b>
28	<b>Full Time Positions</b>	[1,2] 152.50	154.00	0.98%
	<b>Budget Overview</b>			
29	FY18 Funded with SB1156			
	[1] Line-item request for CDHH outreach position			
30	[2] line-item request SSA reimbursement coordinator			
31	[3] Inflationary costs for building leases			
32	[4] Multi-Function Printers, Video Conferencing Displays, Computers and Related Equip			

**COLLEGE & UNIVERSITIES**  
**FY 2019 Appropriated Funds Budget By Function**



**FY 2019 Appropriated Funds Budget By Expenditure Classification**



**COLLEGE & UNIVERSITIES SUMMARY****Budget Distribution by Activity and Expense Class**

July 1, 2018 - June 30, 2019

**Appropriated Funds**

	<b>FY2018 Original Budget</b>		<b>FY2019 Original Budget</b>		<b>Changes from</b>	
	Amount	% of Total	Amount	% of Total	Amount	% Chge
<b>Revenue by Source</b>						
1 State General Account - ongoing	\$280,272,000	50.53%	\$288,293,200	49.93%	\$8,021,200	2.86%
2 State General Account - one time	1,715,400	0.31%	1,254,200	0.22%	(461,200)	-26.89%
3 State Endowments	15,840,000	2.86%	16,443,200	2.85%	603,200	3.81%
4 Millennium Fund/Economic Recovery	0	0.00%	1,100,000	0.19%	1,100,000	0.00%
5 Student Tuition and Fees	256,838,200	46.31%	270,319,400	46.82%	13,481,200	5.25%
6 Total Operating Revenues	<u>\$554,665,600</u>	<u>100.00%</u>	<u>\$577,410,000</u>	<u>100.00%</u>	<u>\$22,744,400</u>	<u>4.10%</u>
<b>Expenses</b>						
<b>By Function:</b>						
7 Instruction	\$260,274,787	46.96%	\$272,859,050	47.28%	\$12,584,263	4.83%
8 Research	19,955,644	3.60%	20,787,317	3.60%	831,673	4.17%
9 Public Service	2,194,973	0.40%	2,211,925	0.38%	16,952	0.77%
10 Library	25,579,509	4.61%	25,763,457	4.46%	183,948	0.72%
11 Student Services	33,751,599	6.09%	36,640,463	6.35%	2,888,864	8.56%
12 Student Financial Aid	6,565,682	1.18%	6,563,694	1.14%	(1,988)	-0.03%
13 Physical Plant	67,053,745	12.10%	67,506,934	11.70%	453,189	0.68%
14 Institutional Support	80,437,976	14.51%	83,714,092	14.50%	3,276,116	4.07%
15 Academic Support	45,902,892	8.28%	48,274,719	8.36%	2,371,827	5.17%
16 Auxiliaries	11,400	0.00%	11,400	0.00%	0	0.00%
17 Athletics	12,556,322	2.27%	12,818,108	2.22%	261,786	2.08%
18 Total Bdgt by Function	<u>\$554,284,529</u>	<u>100.00%</u>	<u>\$577,151,158</u>	<u>100.00%</u>	<u>\$22,866,629</u>	<u>4.13%</u>
<b>19 By Expense Class:</b>						
20 Personnel Costs:						
21 Salaries:						
22 Faculty	\$157,733,513	28.46%	\$162,186,858	28.10%	\$4,453,345	2.82%
23 Executive/Admin	20,467,050	3.69%	22,234,961	3.85%	1,767,911	8.64%
24 Managerial/Prof	77,781,556	14.03%	87,408,030	15.14%	9,626,474	12.38%
25 Classified	51,123,775	9.22%	48,871,627	8.47%	(2,252,148)	-4.41%
26 Grad Assist	10,822,417	1.95%	13,942,666	2.42%	3,120,249	28.83%
27 Irregular Help	11,346,014	2.05%	12,071,023	2.09%	725,009	6.39%
28 Total Salaries	<u>\$329,274,325</u>	<u>59.41%</u>	<u>\$346,715,165</u>	<u>60.07%</u>	<u>\$17,440,840</u>	<u>5.30%</u>
29 Personnel Benefits	116,779,391	21.07%	113,226,372	19.62%	(3,553,019)	-3.04%
30 Total Pers Costs	<u>\$446,053,716</u>	<u>80.47%</u>	<u>\$459,941,537</u>	<u>79.69%</u>	<u>\$13,887,821</u>	<u>3.11%</u>
31 Operating Expense:						
32 Travel	1,633,474	0.29%	1,690,108	0.29%	56,634	3.47%
33 Utilities	14,315,279	2.58%	15,410,305	2.67%	1,095,026	7.65%
34 Insurance	3,118,640	0.56%	3,531,184	0.61%	412,544	13.23%
35 Other Oper. Exp	74,292,194	13.40%	81,971,845	14.20%	7,679,651	10.34%
36 Total Oper. Exp	<u>\$93,359,587</u>	<u>16.84%</u>	<u>\$102,603,442</u>	<u>17.78%</u>	<u>\$9,243,855</u>	<u>9.90%</u>
37 Capital Outlay:						
38 Depart Equipment	2,284,726	0.41%	2,091,206	0.36%	(193,520)	-8.47%
39 Library Acquisitions	12,586,500	2.27%	12,514,973	2.17%	(71,527)	-0.57%
40 Total Cap Outlay	<u>\$14,871,226</u>	<u>2.68%</u>	<u>\$14,606,179</u>	<u>2.53%</u>	<u>(\$265,047)</u>	<u>-1.78%</u>
41 Tot Bdgt by Exp Class	<u>\$554,284,529</u>	<u>100.00%</u>	<u>\$577,151,158</u>	<u>100.00%</u>	<u>\$22,866,629</u>	<u>4.13%</u>
42 One-time 27th Payroll (GF)	\$0		\$0		\$0	
43 One-time Capital Outlay	\$1,560,400		\$2,354,200		\$793,800	
44 One-time Other	\$155,000		\$0		(\$155,000)	
45 Activity Total	<u>\$555,999,929</u>		<u>\$579,505,358</u>		<u>\$23,505,429</u>	<u>4.23%</u>
46 TOTAL FTE POSITIONS	4,666.89		4,750.36		83.47	1.79%
47 ISU Budget Deficit - reserve funds	(1,334,329)		(2,095,358)			

**BOISE STATE UNIVERSITY  
FY2018 BUDGET OVERVIEW  
Appropriated Funds**

Boise State's FY2019 proposed base operating budget of \$218,000,000 will be funded through \$99.8 million in state general fund and \$118 million in student tuition and fees. Included in this proposed budget is an enrollment growth reserve of \$2,359,800. This enrollment growth reserve will only be allocated if projected FY 2019 tuition and fee revenues exceed budgeted tuition and fee revenue. Boise State has taken a relatively conservative approach to budgeting tuition and fee revenue. However, over the past two years, both enrollment growth and new online programs approved during the fiscal year have led to tuition and fee revenue collections that have exceeded budget tuition and fee revenue. If this occurs again in FY 2019, the enrollment growth reserve will allow Boise State to utilize these funds to serve the additional students.

FY 2019 State General Fund	99,811,800
FY 2019 Tuition and Fees	118,188,200
<b>Proposed FY 2019 Base Operating Budget</b>	<b>\$218,000,000</b>

	<b>State General Fund</b>	<b>Tuition and Fees</b>
<b>FY 2018</b>	\$96,212,300	\$105,734,200
<b>Changes in State General Funds</b>		
Personnel Benefits	(1,070,900)	
Risk Management / Controller's Fees	56,600	
Change in Employee Comp. (CEC)	2,037,100	
Enrollment Workload Adjustments	2,362,600	
Occupancy Costs	214,100	
<b>Increases in Tuition and Fees</b>		
(Based on SBOE approval in April)		
Tuition and Fees (excl. Online)		5,611,200
Online Fee Programs		3,748,000
<b>Enrollment Growth Reserve</b>		3,094,800
(Provides budgetary authority to spend tuition revenue if actual revenue exceeds budgeted revenue)		
<b>FY 2019</b>	<b>\$99,811,800</b>	<b>\$118,188,200</b>
<i>% of Total</i>	<i>45.8%</i>	<i>54.2%</i>

Highlights of the FY 2019 appropriated operating budget include:

- Salary Adjustments - State funding will partially cover a 3% CEC with student tuition and fees covering the remaining. The total cost to the appropriated budget is \$2.0 million.
- Enrollment Workload Adjustment – State general funding will provide \$2,362,600 to Boise State University to fund enrollment growth.
- Occupancy Costs - \$214,100 was provided to support occupancy costs for the Alumni and Friends Center, Campus Planning and Facilities Building, and the Fine Arts Building. The Alumni and Friends Center has been acquired from the Boise State University Foundation and the Fine Arts Building is scheduled to open in the summer of 2019.

**BOISE STATE UNIVERSITY**  
**Budget Distribution by Activity and Expense Class**  
**July 1, 2018 - June 30, 2019**  
**Appropriated Funds**

	FY2018 Original Budget		FY2019 Original Budget		Changes from Prior Year	
	Amount	% of Total	Amount	% of Total	Amount	% Chge
<b>Revenue by Source</b>						
1 State General Account - ongoing	\$96,212,300	48.33%	\$99,811,800	45.79%	\$3,599,500	3.74%
2 State General Account - one time		0.00%		0.00%	0	0.00%
3 State Endowments		0.00%		0.00%	0	0.00%
4 Millennium Fund/Economic Recovery		0.00%		0.00%	0	0.00%
5 Student Tuition and Fees	102,866,700	51.67%	118,188,200	54.21%	15,321,500	14.89%
6 Total Operating Revenues	\$199,079,000	100.00%	\$218,000,000	100.00%	\$18,921,000	9.50%
<b>Expenses</b>						
<b>By Function:</b>						
7 Instruction	\$103,683,581	52.08%	\$114,426,963	52.49%	\$10,743,382	10.36%
8 Research	5,263,258	2.64%	5,476,459	2.51%	213,201	4.05%
9 Public Service	1,711,247	0.86%	1,702,392	0.78%	(8,855)	-0.52%
10 Library	7,940,944	3.99%	8,014,326	3.68%	73,382	0.92%
11 Student Services	12,513,131	6.29%	14,220,101	6.52%	1,706,970	13.64%
12 Student Financial Aid		0.00%		0.00%	0	0.00%
13 Physical Plant	19,345,319	9.72%	19,539,512	8.96%	194,193	1.00%
14 Institutional Support	26,806,639	13.47%	30,577,436	14.03%	3,770,797	14.07%
15 Academic Support	18,762,681	9.42%	20,990,611	9.63%	2,227,930	11.87%
16 Auxiliaries		0.00%		0.00%	0	0.00%
17 Athletics	3,052,200	1.53%	3,052,200	1.40%	0	0.00%
18 Total Bdgt by Function	\$199,079,000	100.00%	\$218,000,000	100.00%	\$18,921,000	9.50%
<b>By Expense Class:</b>						
20 Personnel Costs:						
21 Salaries:						
22 Faculty	\$59,069,222	29.67%	\$61,313,853	28.13%	\$2,244,631	3.80%
23 Executive/Admin	7,294,267	3.66%	8,277,752	3.80%	983,485	13.48%
24 Managerial/Prof	33,092,600	16.62%	36,324,737	16.66%	3,232,137	9.77%
25 Classified	11,685,826	5.87%	11,607,816	5.32%	(78,010)	-0.67%
26 Grad Assist	4,888,758	2.46%	5,545,101	2.54%	656,343	13.43%
27 Irregular Help	4,779,785	2.40%	6,129,777	2.81%	1,349,992	28.24%
28 Total Salaries	\$120,810,458	60.68%	\$129,199,036	59.27%	\$8,388,578	6.94%
29 Personnel Benefits	45,895,595	23.05%	44,267,533	20.31%	(1,628,062)	-3.55%
30 Total Pers Costs	\$166,706,053	83.74%	\$173,466,569	79.57%	\$6,760,516	4.06%
31 Operating Expense:						
32 Travel	\$0	0.00%	\$0	0.00%	0	0.00%
33 Utilities	3,852,406	1.94%	4,666,241	2.14%	813,835	21.13%
34 Insurance	849,789	0.43%	1,253,764	0.58%	403,975	47.54%
35 Other Oper. Exp	23,753,498	11.93%	34,718,228	15.93%	10,964,730	46.16%
36 Total Oper. Exp	\$28,455,693	14.29%	\$40,638,233	18.64%	\$12,182,540	42.81%
37 Capital Outlay:						
38 Depart Equipment	\$772,467	0.39%	\$750,411	0.34%	(22,056)	-2.86%
39 Library Acquisitions	3,144,787	1.58%	3,144,787	1.44%	0	0.00%
40 Total Cap Outlay	\$3,917,254	1.97%	\$3,895,198	1.79%	(\$22,056)	-0.56%
41 Tot Bdgt by Exp Class	\$199,079,000	100.00%	\$218,000,000	100.00%	\$18,921,000	9.50%
42 One-time 27th Payroll (GF)	\$0		\$0		\$0	
43 One-time Capital Outlay	\$0		\$0		\$0	
44 One-time Other	\$0		\$0		\$0	
45 Activity Total	\$199,079,000		\$218,000,000		\$18,921,000	9.50%
46 TOTAL FTE POSITIONS	1,644.52		1,662.89		18.37	1.12%

BOISE STATE UNIVERSITY

Summary of Salary Changes for FY2019 by Employee Group

	FY2018	FY2018	Existing Positions				FY2019		Position Adjustments		Total		
Institution/Agency by Group	FTE	Salary Base	Promotion	Perf/Exp/Merit	Equity	Total	Salary Base	% Incr	FTE	Salary	FY2019 FTE	FY2019 Salary Base	% change
General Education (Approp Only)													
Faculty													
Professor	181.64	\$17,275,508	\$122,972	\$462,989		\$585,961	\$17,861,469	3.4%			181.64	\$17,861,469	3.4%
Associate Professor	206.59	\$15,835,390	\$143,250	\$447,539		\$590,789	\$16,426,179	3.7%			206.59	\$16,426,179	3.7%
Assistant Professor	172.72	\$12,289,379	\$0	\$365,564		\$365,564	\$12,654,943	3.0%			172.72	\$12,654,943	3.0%
Instr/Lect	137.24	\$6,668,945	\$0	\$178,839		\$178,839	\$6,847,784	2.7%			137.24	\$6,847,784	2.7%
Part-Time Instructor	0.00	\$7,000,000			\$9,350	\$9,350	\$7,009,350	0.1%	4.00	\$514,128	4.00	\$7,523,478	7.5%
Total Faculty	698.19	\$59,069,222	\$266,222	\$1,454,930	\$9,350	\$1,730,502	\$60,799,724	2.9%	4.00	\$514,128	702.19	\$61,313,852	3.8%
Executive/Administrative	43.94	\$7,294,267		\$234,807		\$234,807	\$7,529,074	3.2%	4.06	\$748,678	48.00	\$8,277,752	13.5%
Managerial/Professional	543.06	\$33,092,600		\$983,382	\$49,582	\$1,032,963	\$34,125,563	3.1%	24.38	\$2,199,174	567.44	\$36,324,737	9.8%
Classified	359.34	\$11,685,826		\$327,862	\$36,683	\$364,545	\$12,050,371	3.1%	-14.08	(\$442,555)	345.26	\$11,607,816	-0.7%
Student/Teaching Assistant	0.00	\$4,888,758				\$0	\$4,888,758	0.0%		\$656,343	0.00	\$5,545,101	13.4%
Irregular Help	0.00	\$4,779,785		\$60,812		\$60,812	\$4,840,597	1.3%		\$1,289,180	0.00	\$6,129,777	28.2%
Total	1,644.53	\$120,810,458	\$266,222	\$3,061,793	\$95,615	\$3,423,629	\$124,234,087	2.8%	18.36	\$4,964,948	1,662.89	\$129,199,035	6.9%
Idaho Small Business Development Center													
Faculty													
Professor						\$0	\$0	0.0%					
Associate Professor						\$0	\$0	0.0%					
Assistant Professor						\$0	\$0	0.0%					
Instr/Lect						\$0	\$0	0.0%					
Part-Time Instructor						\$0	\$0	0.0%					
Total Faculty		\$0	\$0	\$0	\$0	\$0	\$0	0.0%					
Executive/Administrative						\$0	\$0	0.0%					
Managerial/Professional	1.87	\$129,883		\$1,179	\$0	\$1,179	\$131,062	0.9%	0.00	\$6,497	1.87	\$137,559	
Classified						\$0	\$0	0.0%					
Student/Teaching Assistant						\$0	\$0	0.0%					
Irregular Help	0.00	\$398,445					\$398,445				0.00	\$398,445	
Total	0.59	\$353,034	\$0	\$0	\$0	\$0	\$529,507	0.0%	0.00	\$6,497	1.87	\$536,004	
TechHelp													
Faculty													
Professor						\$0	\$0	0.0%					
Associate Professor						\$0	\$0	0.0%					
Assistant Professor						\$0	\$0	0.0%					
Instr/Lect						\$0	\$0	0.0%					
Part-Time Instructor						\$0	\$0	0.0%					
Total Faculty			\$0	\$0	\$0	\$0	\$0	0.0%					
Executive/Administrative						\$0	\$0	0.0%					
Managerial/Professional	1.98	\$141,883		\$3,966		\$3,966	\$145,849	2.8%	-0.03	-\$943	1.95	\$144,906	
Classified							\$0	0.0%					
Student/Teaching Assistant							\$0	0.0%					
Irregular Help						\$0	\$0			\$135,400		\$135,400	
Total	1.98	\$141,883	\$0	\$0	\$0	\$0	\$145,849	0.0%	-0.03	\$134,457	1.95	\$280,306	



## IDAHO STATE UNIVERSITY FY2019 BUDGET OVERVIEW Appropriated Funds

In this budget cycle, Idaho State University utilized the Institutional Effectiveness and Assessment Council (IEAC) to facilitate key budget discussions, deliberations, and recommendations. The IEAC Steering Committee serves in an advisory role, reporting to the President. The IEAC is chaired by the Executive Vice President and Provost and is comprised of representatives across campus representing administration, faculty, staff, and students.

The Board-approved 3.5% undergraduate resident tuition and fee increase reflected in this budget is ISU's fourth lowest increase in thirty years.

The FY2019 General Education operating budget totaling \$145,669,400 represents an increase of 0.07% over FY2018. An overview of the FY2019 state appropriated budget is provided as follows:

<b>FY2019 Base Operating Budget</b>	<b>\$144,925,500</b>
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### Adjustments to Base from State Funds

Personnel Benefits	-1,148,300
Risk Management / Controller's Fees	89,200
Change in Employee Compensation	1,896,700
Enrollment Workload Adjustment	570,700
State Endowment Adjustments	95,900
Clinical Psychopharmacology	658,600
Occupancy Costs	<u>1,356,100</u>

<b>NET INCREASE IN BASE STATE FUNDING</b>	<b>\$3,518,900</b>
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<b>Change in Student Tuition and Fees</b>	<b>-\$3,558,100</b>
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<b>One-time Funding</b>	<b>\$783,100</b>
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<b>FY2019 Operating Budget</b>	<b><u>\$145,669,400</u></b>
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State General appropriations increased by \$2,772,100 in both permanent and one-time funding, representing a 3.6% increase. State Endowment appropriations increased by \$129,800, or 3.6%, from their FY2018 funding levels. Budgeted revenue generated by student tuition is estimated to decrease by -\$3,558,100, or -5.6%, primarily due to a continuing decline in international student enrollment. Through state appropriations, institutional reallocations and adjustments, student tuition and fee revenue, and reserves, funding will be provided for facility occupancy costs, Athletics, the creation of a new clinical psychopharmacology program, safety and security investments, graduate and teaching assistant waivers, and the 3% Change in Employee Compensation.

The FY2019 budget has a deficit of approximately -\$2,095,400 representing 3.5% of estimated student tuition and fee revenue. In order to remain competitive and be sensitive to parent and student concerns regarding the cost of tuition, the institution's proposed and approved 3.5% undergraduate resident tuition and fee increase will not be sufficient to cover funding for institutional priorities when combined with enrollment challenges. As a result, Idaho State will fund this budget deficit from reserves. Monitoring of the deficit will occur through mechanisms such as use of the quarterly financial measurement system and area reviews.

At the encouragement of the Legislature, ISU will continue to invest in its employees. The compensation plan for FY2019 includes a performance increase with a 3% merit pool to provide faster salary advancement for higher performers in accordance with guidance from DFM and DHR. Classified minimum salaries will continue to be maintained at 75% of Policy in the State's FY2019 pay structure. The classified minimum hourly rate for benefitted positions will be raised to \$10.30, which is 3% above the federal poverty rate for a family of three. Further, limited equity adjustments will be considered to address compensation issues based on race, gender, and ethnicity.

Idaho State has continued its restraint on student tuition and fee increases while making investments, reallocating resources to support growth, and creating incentives to increase enrollment. The institution will continue to maintain and enhance student support, actively develop and grow sponsored research, address key infrastructure and deferred maintenance needs, focus on compensation equity, and maintain affordability for students. Reserves will be used to aid in the continuing rebalancing of our financial posture, which is essential for improving student opportunities and increasing access to a high-quality education.

**IDAHO STATE UNIVERSITY**  
**Budget Distribution by Activity and Expense Class**  
**July 1, 2018 - June 30, 2019**  
**Appropriated Funds**

	FY2018 Original Budget		FY2019 Original Budget		Changes from Prior Year	
	Amount	% of Total	Amount	% of Total	Amount	% Chge
<b>Revenue by Source</b>						
1 State General Account - ongoing	\$76,411,300	52.98%	\$79,800,400	55.58%	\$3,389,100	4.44%
2 State General Account - one time	639,000	0.44%	22,000	0.02%	(617,000)	-96.56%
3 State Endowments	3,609,600	2.50%	3,739,400	2.60%	129,800	3.60%
4 Millennium Fund/Economic Recovery	0	0.00%	0	0.00%	0	0.00%
5 Student Tuition and Fees	63,570,300	44.08%	60,012,200	41.80%	(3,558,100)	-5.60%
6 Total Operating Revenues	\$144,230,200	100.00%	\$143,574,000	100.00%	(\$656,200)	-0.45%
<b>Expenses</b>						
<b>By Function:</b>						
7 Instruction	\$68,008,299	46.93%	\$68,128,029	46.78%	\$119,730	0.18%
8 Research	5,318,179	3.67%	5,523,167	3.79%	204,988	3.85%
9 Public Service	0	0.00%	0	0.00%	0	0.00%
10 Library	6,061,271	4.18%	6,038,974	4.15%	(22,297)	-0.37%
11 Student Services	7,930,086	5.47%	7,971,822	5.47%	41,736	0.53%
12 Student Financial Aid	5,449,738	3.76%	5,447,750	3.74%	(1,988)	-0.04%
13 Physical Plant	20,232,802	13.96%	20,103,266	13.80%	(129,536)	-0.64%
14 Institutional Support	15,735,521	10.86%	16,135,507	11.08%	399,986	2.54%
15 Academic Support	12,246,333	8.45%	12,242,643	8.41%	(3,690)	-0.03%
16 Auxiliaries	0	0.00%	0	0.00%	0	0.00%
17 Athletics	3,943,300	2.72%	4,056,200	2.78%	112,900	2.86%
18 Total Bdgt by Function	\$144,925,529	100.00%	\$145,647,358	100.00%	\$721,829	0.50%
<b>19 By Expense Class:</b>						
20 Personnel Costs:						
21 Salaries:						
22 Faculty	\$38,653,063	26.67%	\$39,605,638	27.19%	\$952,575	2.46%
23 Executive/Admin	5,298,471	3.66%	5,611,414	3.85%	312,943	5.91%
24 Managerial/Prof	18,547,069	12.80%	19,373,467	13.30%	826,398	4.46%
25 Classified	12,714,385	8.77%	13,059,343	8.97%	344,958	2.71%
26 Grad Assist	2,525,325	1.74%	2,601,810	1.79%	76,485	3.03%
27 Irregular Help	4,529,555	3.13%	4,118,100	2.83%	(411,455)	-9.08%
28 Total Salaries	\$82,267,868	56.77%	\$84,369,772	57.93%	\$2,101,904	2.55%
29 Personnel Benefits	32,289,393	22.28%	31,173,780	21.40%	(1,115,613)	-3.46%
30 Total Pers Costs	\$114,557,261	79.05%	\$115,543,552	79.33%	\$986,291	0.86%
31 Operating Expense:						
32 Travel	\$831,214	0.57%	\$845,803	0.58%	14,589	1.76%
33 Utilities	4,021,025	2.77%	4,021,026	2.76%	1	0.00%
34 Insurance	757,989	0.52%	757,989	0.52%	0	0.00%
35 Other Oper. Exp	21,061,027	14.53%	20,774,975	14.26%	(286,052)	-1.36%
36 Total Oper. Exp	\$26,671,255	18.40%	\$26,399,793	18.13%	(\$271,462)	-1.02%
37 Capital Outlay:						
38 Depart Equipment	\$620,355	0.43%	\$627,355	0.43%	7,000	1.13%
39 Library Acquisitions	3,076,658	2.12%	3,076,658	2.11%	0	0.00%
40 Total Cap Outlay	\$3,697,013	2.55%	\$3,704,013	2.54%	\$7,000	0.19%
41 Tot Bdgt by Exp Class	\$144,925,529	100.00%	\$145,647,358	100.00%	\$721,829	0.50%
42 One-time 27th Payroll (GF)	\$0		\$0		0	
43 One-time Capital Outlay	\$484,000		\$22,000		(462,000)	
44 One-time Other	\$155,000		\$0		(155,000)	
45 Activity Total	\$145,564,529		\$145,669,358		\$104,829	0.07%
46 TOTAL FTE POSITIONS	1,215.78		1,235.39		19.61	1.61%
47 Budget Deficit - reserve funds	(\$1,334,329)		(\$2,095,358)			

# IDAHO STATE UNIVERSITY

## Summary of Salary Changes for FY2019 by Employee Group

Institution/Agency by Group	Existing Positions							Position Adjustments		Total	
	FTE	FY2018 Salary Base	Promotion	Salary Adjustments			FY2019 Salary	% Incr	FTE	Salary Base	FY2019 Salary
				Perf/Exp	Equity	Total					
<b>General Education</b>											
Faculty	492.67	34,748,231.83	213,013.07	852,510.82		1,065,523.89	35,813,755.72	3.07	6.73	544,037.20	499.40 \$36,357,792.92
Adjunct Faculty	0.00	3,904,830.70				0.00	3,904,830.70	0.00	0.00	-656,985.58	0.00 \$3,247,845.12
Executive/Administrative	32.80	5,298,471.46		128,728.91		128,728.91	5,427,200.37	2.43	0.62	184,213.83	33.42 \$5,611,414.20
Managerial/Professional	288.24	18,547,069.05		479,595.26		479,595.26	19,026,664.31	2.59	9.24	346,802.94	297.48 \$19,373,467.25
Classified	402.07	12,714,384.47		425,731.52		425,731.52	13,140,115.99	3.35	3.02	-80,773.62	405.09 \$13,059,342.37
Teaching Assistant	0.00	2,525,325.36		76,484.88		76,484.88	2,601,810.24	3.03	0.00	0.00	0.00 \$2,601,810.24
Irregular Salaries	0.00	4,529,555.14				0.00	4,529,555.14	0.00	0.00	-411,455.68	0.00 \$4,118,099.46
<b>Total</b>	<b>1,215.78</b>	<b>\$82,267,868.01</b>	<b>\$213,013.07</b>	<b>\$1,963,051.39</b>	<b>\$0.00</b>	<b>\$2,176,064.46</b>	<b>\$84,443,932.47</b>	<b>2.65</b>	<b>19.61</b>	<b>-\$74,160.91</b>	<b>1,235.39 \$84,369,771.56</b>
<b>Idaho Dental Education Program</b>											
Faculty	2.00	128,315.20		1,456.00		1,456.00	129,771.20	1.13	0.00	0.00	2.00 \$129,771.20
Adjunct Faculty	0.00	60,523.81				0.00	60,523.81	0.00	0.00	7,774.62	0.00 \$68,298.43
Executive/Administrative	0.00	0.00				0.00	0.00	N/A	0.00	0.00	0.00 \$0.00
Managerial/Professional	1.25	111,870.91		3,625.94		3,625.94	115,496.85	3.24	0.00	0.00	1.25 \$115,496.85
Classified	0.00	0.00				0.00	0.00	0.00	0.00	0.00	0.00 \$0.00
Teaching Assistant	0.00	0.00				0.00	0.00	N/A	0.00	0.00	0.00 \$0.00
Irregular Salaries	0.00	26,978.18				0.00	26,978.18	N/A	0.00	0.00	0.00 \$26,978.18
<b>Total</b>	<b>3.25</b>	<b>\$327,688.10</b>	<b>\$0.00</b>	<b>\$5,081.94</b>	<b>\$0.00</b>	<b>\$5,081.94</b>	<b>\$332,770.04</b>	<b>1.55</b>	<b>0.00</b>	<b>\$7,774.62</b>	<b>3.25 \$340,544.66</b>
<b>Idaho Museum of Natural History</b>											
Faculty	0.00	0.00				0.00	0.00	N/A	0.00	0.00	0.00 \$0.00
Adjunct Faculty	0.00	0.00				0.00	0.00	N/A	0.00	0.00	0.00 \$0.00
Executive/Administrative	0.50	63,790.16		1,920.01		1,920.01	65,710.17	3.01	-0.01	121.54	0.49 \$65,831.71
Managerial/Professional	6.21	284,196.78		7,144.84		7,144.84	291,341.62	2.51	0.20	3,915.68	6.41 \$295,257.30
Classified	1.21	41,397.28		1,164.80		1,164.80	42,562.08	2.81	-0.21	-5,766.88	1.00 \$36,795.20
Teaching Assistant	0.00	0.00				0.00	0.00	N/A	0.00	0.00	0.00 \$0.00
Irregular Salaries	0.00	21,025.99				0.00	21,025.99	N/A	0.00	4,358.18	0.00 \$25,384.17
<b>Total</b>	<b>7.92</b>	<b>\$410,410.21</b>	<b>\$0.00</b>	<b>\$10,229.65</b>	<b>\$0.00</b>	<b>\$10,229.65</b>	<b>\$420,639.86</b>	<b>2.49</b>	<b>-0.02</b>	<b>\$2,628.52</b>	<b>7.90 \$423,268.38</b>
<b>Family Medicine Residency</b>											
Faculty	0.38	77,634.21		2,101.12		2,101.12	79,735.33	2.71	1.01	181,960.60	1.39 \$261,695.93
Adjunct Faculty	0.00	12,650.20				0.00	12,650.20		0.00	-12,599.71	0.00 \$0.00
Executive/Administrative	0.00	0.00				0.00	0.00	N/A	0.00	0.00	0.00 \$0.00
Managerial/Professional	4.42	600,409.85		9,158.48		9,158.48	609,568.33	1.53	1.99	24,441.25	6.41 \$634,009.58
Classified	2.00	68,494.40		2,683.20		2,683.20	71,177.60	3.92	0.00	0.00	2.00 \$71,177.60
Teaching Assistant	0.00	0.00				0.00	0.00	N/A	0.00	0.00	0.00 \$0.00
Irregular Salaries	0.00	0.00				0.00	0.00	N/A	0.00	0.00	0.00 \$0.00
<b>Total</b>	<b>6.80</b>	<b>\$759,188.66</b>	<b>\$0.00</b>	<b>\$13,942.80</b>	<b>\$0.00</b>	<b>\$13,942.80</b>	<b>\$773,131.46</b>	<b>1.84</b>	<b>3.00</b>	<b>\$193,802.14</b>	<b>9.80 \$966,933.60</b>

Note: Family Medicine Residency (FMR) includes an additional 3.0 FTE for the Pharmacy Residency and the FMR Resident Funding Enhancement appropriations in FY2019. Due to an error in how the appropriations were structured, the 3.0 FTE were not included and authorized in the FMR appropriation. As a result, DFM has proposed that the Governor add the 3.0 FTE now pursuant to the authority granted to the Governor in addition to transferring appropriation for Family Medicine Residency that was placed in the Trustee and Benefit Payments object code in error to the Personnel Costs object code through an FY2019 supplemental appropriation.

## University of Idaho FY2019 Budget Overview Appropriated Funds

The FY2019 General Education operating budget totals \$180,200,000 with \$177,873,800 in permanent base funding and \$2,326,200 in one-time funding. Key funding from the state includes:

- Salary Increases (CEC): \$2,148,800
  - This amount covers only a portion of the CEC cost (salaries and benefits) for regular employees paid on General Education, leaving \$1.8M to be covered from other sources, primarily student tuition.
- Benefit Funding: \$1,226,200 One-Time (net zero impact to total state funding)
  - This funding offsets a base reduction in the same amount and was provided in recognition of the University of Idaho not being on the state's benefit plan and therefore not able to realize the benefit savings related to that plan.

Overall the base state general fund appropriation for the University of Idaho is increasing from \$90,690,500 in FY2018 to \$91,500,700 in FY2019, an increase of \$810,200 or 0.9%.

The Board approved an overall undergraduate resident student tuition and fee increase of 5.0% or \$376 per academic year. The student leadership once again provided key support for the operating budget by limiting the student activity fee increase for the coming year to 3.9% or \$41.92 per academic year. These increases focused both on maintenance of current operations, including Change in Employee Compensation (CEC) and benefit rate changes, and investment in programs and services for the following areas:

- |                                   |  |
|-----------------------------------|--|
| • Campus Recreation               | • Student Alumni Relations Board               |
| • Counseling and Testing Center   | • Student Athlete Support Services             |
| • Intercollegiate Athletics       | • Student Government                           |
| • LGBTQA                          | • Tutoring and College Success                 |
| • Native American Center          | • Undergraduate Research Office                |
| • Office of Multicultural Affairs | • Women's Center                               |
| • Outdoor Programs                | • Veteran & Military Family Services (new fee) |
| • Spirit Squad                    |  |

This relatively small increase to the activity fees allowed the majority of the student tuition and fee increase to go to tuition, which is the primary source of flexible dollars to meet the institution's key operating budget needs. There was no increase to the technology or facility fees for FY19.

The Board approved a professional fee increase for the College of Law as well as program fee increases for the MOSS Environmental Education Graduate programs. These increases will enable these programs to sustain quality and further invest in student success.

The University continues to focus on ensuring that all university resources are used in an effective manner to meet the strategic priorities of the university. Within the General Education budget a primary focus continued to be the implementation of our market based compensation system which is a critical need for the university as we try to compete for the best faculty and staff on the behalf of our students. This effort included internally reallocating approximately \$2.3M to Teaching Assistants which are an important component of meeting our enrollment and research goals stated in the strategic plan and, much like faculty and staff, had fallen out of step with the market in terms of compensation.

We believe the budget you see here will provide a sound base from which to grow an effective and efficient institution that can continue to meet its key roles in education, research and outreach.

## UNIVERSITY OF IDAHO

## Budget Distribution by Activity and Expense Class

July 1, 2018 - June 30, 2019

## Appropriated Funds

	FY2018 Original Budget		FY2019 Original Budget		Changes from Prior Year	
	Amount	% of Total	Amount	% of Total	Amount	% Chge
<b>Revenue by Source</b>						
1 State General Account - ongoing	\$90,696,100	51.56%	\$91,500,700	50.78%	\$804,600	0.89%
2 State General Account - one time	735,000	0.42%	1,226,200	0.68%	491,200	66.83%
3 State Endowments	10,099,200	5.74%	10,498,800	5.83%	399,600	3.96%
4 Millennium Fund/Economic Recovery		0.00%	1,100,000	0.61%	1,100,000	0.00%
5 Student Tuition and Fees	74,369,700	42.28%	75,874,300	42.11%	1,504,600	2.02%
6 Total Operating Revenues	\$175,900,000	100.00%	\$180,200,000	100.00%	\$4,300,000	2.44%
<b>Expenses</b>						
<b>By Function:</b>						
7 Instruction	\$72,034,153	41.12%	\$73,577,902	41.37%	\$1,543,749	2.14%
8 Research	9,216,196	5.26%	9,626,555	5.41%	410,359	4.45%
9 Public Service	181,626	0.10%	159,688	0.09%	(21,938)	-12.08%
10 Library	10,208,012	5.83%	10,312,580	5.80%	104,568	1.02%
11 Student Services	9,954,196	5.68%	10,449,956	5.87%	495,760	4.98%
12 Student Financial Aid	575,944	0.33%	575,944	0.32%	0	0.00%
13 Physical Plant	24,235,758	13.84%	24,616,597	13.84%	380,839	1.57%
14 Institutional Support	32,345,602	18.47%	31,902,160	17.94%	(443,442)	-1.37%
15 Academic Support	12,061,513	6.89%	12,175,818	6.85%	114,305	0.95%
16 Auxiliaries		0.00%		0.00%	0	0.00%
17 Athletics	4,352,000	2.48%	4,476,600	2.52%	124,600	2.86%
18 Total Bdgt by Function	\$175,165,000	100.00%	\$177,873,800	100.00%	\$2,708,800	1.55%
<b>19 By Expense Class:</b>						
20 Personnel Costs:						
21 Salaries:						
22 Faculty	\$50,145,288	28.63%	\$51,087,500	28.72%	\$942,212	1.88%
23 Executive/Admin	6,413,079	3.66%	6,875,164	3.87%	462,085	7.21%
24 Managerial/Prof	21,168,487	12.08%	26,390,724	14.84%	5,222,237	24.67%
25 Classified	23,707,837	13.53%	21,110,622	11.87%	(2,597,215)	-10.96%
26 Grad Assist	3,408,334	1.95%	5,795,755	3.26%	2,387,421	70.05%
27 Irregular Help	1,536,774	0.88%	1,349,523	0.76%	(187,251)	-12.18%
28 Total Salaries	\$106,379,799	60.73%	\$112,609,288	63.31%	\$6,229,489	5.86%
29 Personnel Benefits	29,766,303	16.99%	29,283,926	16.46%	(482,377)	-1.62%
30 Total Pers Costs	\$136,146,102	77.72%	\$141,893,214	79.77%	\$5,747,112	4.22%
31 Operating Expense:						
32 Travel	\$802,260	0.46%	\$844,305	0.47%	42,045	5.24%
33 Utilities & Debt Service	5,553,848	3.17%	5,835,038	3.28%	281,190	5.06%
34 Insurance	1,308,662	0.75%	1,320,131	0.74%	11,469	0.88%
35 Other Oper. Exp	24,551,169	14.02%	21,428,144	12.05%	(3,123,025)	-12.72%
36 Total Oper. Exp	\$32,215,939	18.39%	\$29,427,618	16.54%	(\$2,788,321)	-8.66%
37 Capital Outlay:						
38 Depart Equipment	\$800,904	0.46%	\$622,440	0.35%	(178,464)	-22.28%
39 Library Acquisitions	6,002,055	3.43%	5,930,528	3.33%	(71,527)	-1.19%
40 Total Cap Outlay	\$6,802,959	3.88%	\$6,552,968	3.68%	(\$249,991)	-3.67%
41 Tot Bdgt by Exp Class	\$175,165,000	100.00%	\$177,873,800	100.00%	\$2,708,800	1.55%
42 One-time 27th Payroll (GF)	\$0		\$0		\$0	
43 One-time Capital Outlay	\$735,000		\$2,326,200		\$1,591,200	
44 One-time Other	\$0		\$0		\$0	
45 Activity Total	\$175,900,000		\$180,200,000		\$4,300,000	2.44%
46 TOTAL FTE POSITIONS	1,445.34		1,488.08		42.74	2.96%

**UNIVERSITY OF IDAHO**  
**Summary of Salary Changes for FY2019 by Employee Group**

Institution/Agency by Group	FY2018 Budget Book		Annual Salary Process							Midyear Changes and Position Adjustments		FY2019 Budget Book		
			Salary Adjustments											
			FY2019											
	FTE	Salary Base	Promotion	Merit	Equity/Other	Across the Board	Total	Salary	% Incr	FTE	Salary Base	FTE	Salary	% Incr
<b>General Education (U1)</b>														
Faculty														
Professor	154.05	\$ 15,621,774.00	\$ 59,519.00	\$ 470,136.92	\$ -	\$ -	\$ 529,655.92	\$ 16,151,429.92	3.39%	(4.26)	\$ (144,112.92)	149.79	\$ 16,007,317.00	2.47%
Associate Professor	164.12	13,168,439.00	88,492.00	452,510.63	-	-	541,002.63	13,709,441.63	4.11%	2.42	457,774.37	166.54	14,167,216.00	7.58%
Assistant Professor	118.42	8,361,824.00	-	270,075.77	-	-	270,075.77	8,631,899.77	3.23%	20.01	1,624,302.23	138.43	10,256,202.00	22.66%
Other	123.92	12,993,251.00	1,884.00	133,142.95	-	-	135,026.95	13,128,277.95	1.04%	(14.40)	(2,471,512.95)	109.52	10,656,765.00	-17.98%
Total Faculty	560.51	\$ 50,145,288.00	\$ 149,895.00	\$ 1,325,866.27	\$ -	\$ -	\$ 1,475,761.27	\$ 51,621,049.27	2.94%	3.77	\$ (533,549.27)	564.28	\$ 51,087,500.00	1.88%
Executive/Administrative	36.82	6,413,079.00	-	176,670.73	-	-	176,670.73	6,589,749.73	2.75%	2.16	285,414.27	38.98	6,875,164.00	7.21%
Managerial/Professional	291.25	21,168,487.00	-	958,653.21	-	-	958,653.21	22,127,140.21	4.53%	79.04	4,263,583.79	370.29	26,390,724.00	24.67%
Classified	556.76	23,707,837.00	-	754,871.05	-	-	754,871.05	24,462,708.05	3.18%	(42.23)	(3,352,086.05)	514.53	21,110,622.00	-10.96%
Teaching Assistant	-	3,408,334.00	-	-	102,250.00	-	102,250.00	3,510,584.00	3.00%	-	2,285,171.00	-	5,795,755.00	70.05%
Irregular Help	-	1,536,774.00	-	-	-	-	-	1,536,774.00	0.00%	-	(187,251.00)	-	1,349,523.00	-12.18%
Total	1,445.34	\$ 106,379,799.00	\$ 149,895.00	\$ 3,216,061.26	\$ 102,250.00	\$ -	\$ 3,468,206.26	\$ 109,848,005.26	3.26%	42.74	\$ 2,761,282.74	1,488.08	\$ 112,609,288.00	5.86%



**LEWIS-CLARK STATE COLLEGE  
FY2019 BUDGET OVERVIEW  
Appropriated Funds**

**2019 State Budget Overview**

<b>FY 2018 Base Operating Budget (excl. one-time)</b>	<b>\$35,115,000</b>
<b>Adjustments to Base from State Funds</b>	
Personnel Benefits (Health Insurance Costs + Variables)	(\$256,800)
Risk Management / Controller's Fees	\$17,800
CEC 3% + Move to Minimum	\$362,300
Enrollment Workload Adjustment	(\$75,700)
LCSC Access & Completion	\$180,400
Normal School Endowment Fund Adjustment	\$73,800
<b>NET INCREASE IN BASE STATE FUNDING</b>	<b>\$301,800</b>
<b>Increases from Student Tuition and Fees</b>	<b>\$213,200</b>
<b>FY 2019 Base Budget (excl. one-time)</b>	<b><u>\$35,630,000</u></b>
<b>One-time Funds</b>	<b>\$6,000</b>
<b>FY 2019 Operating Budget</b>	<b><u>\$35,636,000</u></b>
<b>FY 2019 Operating Budget Increase Over Previous Year</b>	<b>\$179,600</b>
<hr/>	
<b>FY 2019 Base Budget (excl. one-time)</b>	<b><u>\$35,630,000</u></b>
<b>General Fund (48.2%)</b>	<b>\$17,180,300</b>
<b>Normal School Endowment (6.2%)</b>	<b>\$2,205,000</b>
<b>Tuition (45.7%)</b>	<b>\$16,244,700</b>

The FY2019 General Education operating budget totaling \$35,636,000 represents an increase of 0.5% over FY2018. State General appropriations increased by \$228,000 in permanent funding, representing a 1.3% increase. State Endowment appropriations increased \$73,800 from the FY2018 funding level. Budgeted revenue generated by student tuition is estimated to increase by \$213,200 or 1.3%.

The revenue generated from this increase will be used to fund the CEC stipulated by the legislature, faculty promotions, and strategic institutional initiatives.

The following are highlights of the FY 2019 appropriation operating budget:

- LCSC's General Education personnel structure will increase slightly in FY2019, to a total of 364.00 FTP. Our legislative appropriation included funding for two new positions (Social Work faculty (\$77,000) and a Career Counselor \$74,000).
- Salary Competitiveness for Counselors (\$35,400)
- Normal School Endowment (\$73,800) which is offset in the operating budget by an enrollment workload adjustment (-\$75,700)

The following is not reflected in the General Education budget but is included in the operational functions of the College.

- Student leadership supported a \$30 per semester increase to the technology fee. This was the first increase to this fee in several years and will be used to fund inflation on enterprise software and for campus operations. The increase to the technology fees allowed the majority of the student tuition and fee increase to go to tuition, which is the primary source of flexible dollars to meet the institution's key operating budget needs. There was no increase to the facility fee for FY19.
- Career-Technical Education (C.T.E.) allocation for FY2019 (\$4,804,200) provides funding for salary and benefit increases, one new faculty position in Graphic Communications, as well as one-time funds totaling \$64,000 which will be used to address critical equipment needs in the CTE program.

The total revenue sources outlined above (General Fund, Student Fees, Normal School Endowment, and C.T.E. allocated funding) finance LCSC's FY2019 Total General Education and Career-Technical Education operating budget of \$40,504,200. The ensuing schedules speak to the General Education program only, and does not include Career-Technical Education.

# LEWIS-CLARK STATE COLLEGE

## Budget Distribution by Activity and Expense Class

July 1, 2018 - June 30, 2019

### Appropriated Funds

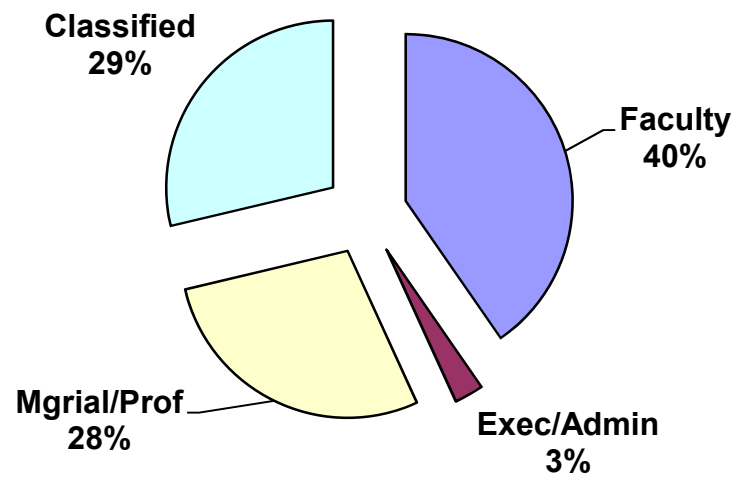
	FY2018 Original Budget		FY2019 Original Budget		Changes from Prior Year	
	Amount	% of Total	Amount	% of Total	Amount	% Chge
<b>Revenue by Source</b>						
1 State General Account - ongoing	\$16,952,300	47.81%	\$17,180,300	48.21%	\$228,000	1.34%
2 State General Account - one time	341,400	0.96%	6,000	0.02%	(335,400)	-98.24%
3 State Endowments	2,131,200	6.01%	2,205,000	6.19%	73,800	3.46%
4 Millennium Fund/Economic Recovery		0.00%		0.00%	0	0.00%
5 Student Tuition and Fees	16,031,500	45.21%	16,244,700	45.59%	213,200	1.33%
6 Total Operating Revenues	\$35,456,400	100.00%	\$35,636,000	100.00%	\$179,600	0.51%
<b>Expenses</b>						
<b>By Function:</b>						
7 Instruction	\$16,548,754	47.13%	\$16,726,156	46.94%	\$177,402	1.07%
8 Research	158,011	0.45%	161,136	0.45%	3,125	1.98%
9 Public Service	302,100	0.86%	349,845	0.98%	47,745	15.80%
10 Library	1,369,282	3.90%	1,397,577	3.92%	28,295	2.07%
11 Student Services	3,354,186	9.55%	3,998,584	11.22%	644,398	19.21%
12 Student Financial Aid	540,000	1.54%	540,000	1.52%	0	0.00%
13 Physical Plant	3,239,866	9.23%	3,247,559	9.11%	7,693	0.24%
14 Institutional Support	5,550,214	15.81%	5,098,989	14.31%	(451,225)	-8.13%
15 Academic Support	2,832,365	8.07%	2,865,647	8.04%	33,282	1.18%
16 Auxiliaries	11,400	0.03%	11,400	0.03%	0	0.00%
17 Athletics	1,208,822	3.44%	1,233,108	3.46%	24,286	2.01%
18 Total Bdgt by Function	\$35,115,000	100.00%	\$35,630,000	100.00%	\$515,000	1.47%
<b>19 By Expense Class:</b>						
20 Personnel Costs:						
21 Salaries:						
22 Faculty	\$9,865,940	28.10%	\$10,179,867	28.57%	\$313,927	3.18%
23 Executive/Admin	1,461,233	4.16%	\$1,470,631	4.13%	9,398	0.64%
24 Managerial/Prof	4,973,400	14.16%	\$5,319,102	14.93%	345,702	6.95%
25 Classified	3,015,727	8.59%	\$3,093,846	8.68%	78,119	2.59%
26 Grad Assist		0.00%		0.00%	0	0.00%
27 Irregular Help	499,900	1.42%	473,623	1.33%	(26,277)	-5.26%
28 Total Salaries	\$19,816,200	56.43%	\$20,537,069	57.64%	\$720,869	3.64%
29 Personnel Benefits	8,828,100	25.14%	8,501,133	23.86%	(326,967)	-3.70%
30 Total Pers Costs	\$28,644,300	81.57%	\$29,038,202	81.50%	\$393,902	1.38%
31 Operating Expense:						
32 Travel	\$0	0.00%	\$0	0.00%	0	0.00%
33 Utilities	888,000	2.53%	888,000	2.49%	0	0.00%
34 Insurance	202,200	0.58%	199,300	0.56%	(2,900)	-1.43%
35 Other Oper. Exp	4,926,500	14.03%	5,050,498	14.17%	123,998	2.52%
36 Total Oper. Exp	\$6,016,700	17.13%	\$6,137,798	17.23%	\$121,098	2.01%
37 Capital Outlay:						
38 Depart Equipment	\$91,000	0.26%	\$91,000	0.26%	0	0.00%
39 Library Acquisitions	363,000	1.03%	363,000	1.02%	0	0.00%
40 Total Cap Outlay	\$454,000	1.29%	\$454,000	1.27%	\$0	0.00%
41 Tot Bdgt by Exp Class	\$35,115,000	100.00%	\$35,630,000	100.00%	\$515,000	1.47%
42 One-time 27th Payroll (GF)	\$0		\$0		0	
43 One-time Capital Outlay	\$341,400		\$6,000		(335,400)	
44 One-time Other	\$0		\$0		0	
45 Activity Total	\$35,456,400		\$35,636,000		\$179,600	0.51%
46 TOTAL FTE POSITIONS	361.25		364.00		2.75	0.76%

# LEWIS-CLARK STATE COLLEGE

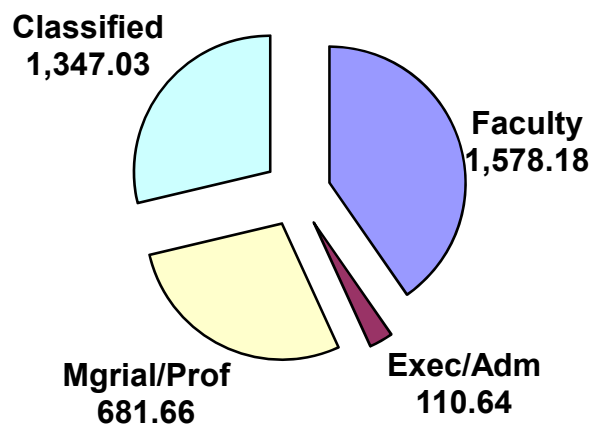
## Summary of Salary Changes for FY2019 by Employee Group

Institution/Agency by Group	Existing Positions							Position Adjustments		Total		
	FY2018		Promotion	Salary Adjustments			FY2019 Salary	% Incr	FTE	Salary Base	FY2019	
	FTE	Salary Base		Merit (CEC)	Equity	Total					FTE	Salary Base
<b>General Education</b>												
Faculty												
Professor	38.00	2,746,138	19,000	78,493		97,493	2,843,631	3.55	(1.00)	(180,793)	37.00	2,662,838
Associate Professor	36.00	2,145,512	24,000	70,902		94,902	2,240,414	4.42	4.00	271,691	40.00	2,512,105
Assistant Professor	49.50	2,549,524		54,150		54,150	2,603,674	2.12	(3.00)	(134,645)	46.50	2,469,029
Instr/Lect	26.59	1,237,766		26,981		26,981	1,264,747	2.18	1.06	84,148	27.65	1,348,895
Part-Time Instructor	0.00	1,187,000				0	1,187,000	0.00	0.00	0	0.00	1,187,000
Total Faculty	150.09	9,865,940	43,000	230,526		273,526	10,139,466	2.77	1.06	40,401	151.15	10,179,867
Executive/Administrative	13.90	1,461,233		42,522		42,522	1,503,755	2.91	(0.32)	(33,124)	13.58	1,470,631
Managerial/Professional	97.94	4,973,400	6,000	171,456		177,456	5,150,856	3.57	2.90	168,246	100.84	5,319,102
Classified	99.32	3,015,727		87,853		87,853	3,103,580	2.91	(0.89)	(9,734)	98.43	3,093,846
Irregular Help	0.00	499,900				0	499,900	0.00	0.00	(26,277)	0.00	473,623
Total	361.25	19,816,200	49,000	532,357		581,357	20,397,557	2.93	2.75	139,512	364.00	20,537,069

**College & Universities  
FY19 Budgeted Positions by Type - % of Total**



**College & Universities  
FY19 Budgeted Positions by Type - FTP**



**COLLEGE & UNIVERSITIES**  
**Operating Budget Personnel Costs Summary**  
**July 1, 2018 - June 30, 2019**

		FY2018 Original Budget				FY2019 Original Budget			
Classification		FTE	Salaries	Benefits	Total	FTE	Salaries	Benefits	Total
BOISE STATE UNIVERSITY									
1	Faculty	698.19	\$59,069,222	\$21,372,886	\$80,442,108	702.19	\$61,313,853	\$21,007,371	\$82,321,224
2	Executive/Administrative	43.94	7,294,267	\$2,138,510	9,432,777	48.00	8,277,752	\$2,290,906	10,568,658
3	Managerial/Professional	543.06	33,092,600	\$14,038,652	47,131,252	567.44	36,324,737	\$14,209,811	50,534,548
4	Classified	359.34	11,685,826	\$7,122,343	18,808,169	345.26	11,607,816	\$5,985,961	17,593,777
5	Irregular Help		4,779,785	1,027,654	5,807,439		6,129,777	\$551,680	6,681,457
6	Graduate Assistants		4,888,758	195,550	5,084,308		5,545,101	221,804	5,766,905
7	TOTAL	1,644.53	\$120,810,458	\$45,895,595	\$166,706,053	1,662.89	\$129,199,036	\$44,267,533	\$173,466,569
8	Number of New Positions					18.36			
9									
10									
IDAHO STATE UNIVERSITY									
12	Faculty	492.67	\$38,653,063	\$ 14,435,203	\$53,088,266	499.40	\$39,605,638	\$ 13,974,811	\$53,580,449
13	Executive/Administrative	32.80	5,298,471	1,527,773	6,826,244	33.42	5,611,414	1,549,391	7,160,805
14	Managerial/Professional	288.24	18,547,069	\$7,676,628	26,223,697	297.48	19,373,467	7,532,696	26,906,163
15	Classified	402.07	12,714,385	8,245,417	20,959,802	405.09	13,059,343	7,746,769	20,806,112
16	Irregular Help		4,529,555	389,977	4,919,532		4,118,100	356,968	4,475,068
17	Graduate Assistants		2,525,325	14,395	2,539,720		2,601,810	13,144	2,614,954
18	TOTAL	1,215.78	\$82,267,868	\$32,289,393	\$114,557,261	1,235.39	\$84,369,772	\$31,173,780	\$115,543,552
19	Number of New Positions					19.61			
20									
21									
UNIVERSITY OF IDAHO									
23	Faculty	560.51	\$50,145,288	\$12,987,634	\$63,132,922	564.28	\$51,087,500	\$13,538,187	\$64,625,687
24	Executive/Administrative	36.82	6,413,079	1,816,109	8,229,188	38.98	6,875,164	1,978,875	8,854,039
25	Managerial/Professional	291.25	21,168,487	6,943,265	28,111,752	370.29	26,390,724	6,409,130	32,799,854
26	Classified	556.76	23,707,837	7,776,170	31,484,007	514.53	21,110,622	6,987,616	28,098,238
27	Irregular Help		1,536,774	161,328	1,698,102		1,349,523	149,879	1,499,402
28	Graduate Assistants		3,408,334	81,797	3,490,131		5,795,755	220,239	6,015,994
29	TOTAL	1,445.34	\$106,379,799	\$29,766,303	\$136,146,102	1,488.08	\$112,609,288	\$29,283,926	\$141,893,214
30	Number of New Positions					42.74			
31									
32									
LEWIS CLARK STATE COLLEGE									
34	Faculty	150.09	\$9,865,940	\$3,991,320	\$13,857,260	151.15	\$10,179,867	\$3,758,851	\$13,938,718
35	Executive/Administrative	13.90	1,461,233	485,880	1,947,113	13.58	1,470,631	465,716	1,936,347
36	Managerial/Professional	97.94	4,973,400	2,339,379	7,312,779	100.84	5,319,102	2,397,979	7,717,081
37	Classified	99.32	3,015,727	1,971,940	4,987,667	98.43	3,093,846	1,837,382	4,931,228
38	Irregular Help		499,900	39,581	539,481		473,623	41,205	514,828
39	Graduate Assistants		0		0		0		0
40	TOTAL	361.25	\$19,816,200	\$8,828,100	\$28,644,300	364.00	\$20,537,069	\$8,501,133	\$29,038,202
41	Number of New Positions					2.75			
42									
43									
TOTAL COLLEGE & UNIVERSITIES									
45	Faculty	1,901.46	\$157,733,513	\$52,787,043	\$210,520,556	1,917.02	\$162,186,858	\$52,279,220	\$214,466,078
46	Exec/Admin	127.46	20,467,050	5,968,272	26,435,322	133.98	22,234,961	6,284,888	28,519,849
47	Mgrial/Prof	1,220.49	77,781,556	30,997,924	108,779,480	1,336.05	87,408,030	30,549,616	117,957,646
48	Classified	1,417.49	51,123,775	25,115,870	76,239,645	1,363.31	48,871,627	22,557,728	71,429,355
49	Irregular Help	0.00	11,346,014	1,618,540	12,964,554	0.00	12,071,023	1,099,732	13,170,755
50	Graduate Assistants	0.00	10,822,417	291,742	11,114,159	0.00	13,942,666	455,187	14,397,853
51	TOTAL	4,666.90	\$329,274,325	\$116,779,391	\$446,053,716	4,750.36	\$346,715,165	\$113,226,372	\$459,941,537
52	Number of New Positions					83.46			

**IDAHO CAREER TECHNICAL EDUCATION  
FY 2019 POSTSECONDARY BUDGET OVERVIEW  
Appropriated Funds**

Funds are appropriated to Idaho Career Technical Education for career & technical education programs and services. The State Board of Education approved the allocation of the appropriation for postsecondary career & technical education at its April 18-19, 2018 meeting. Idaho Career & Technical Education requests approval of the FY2019 Operating Budget for the Postsecondary Career & Technical Education System.

The allocation and reallocation of funds for the FY2019 Postsecondary Career & Technical Education System is based on the Strategic Plan for Career Technical Education in Idaho, as well as Board and Legislative Intent.

The FY2019 postsecondary budget reflects an overall increase in the budget of \$399,621 or 0.87%. The increase includes \$1.6 million in funds for capacity expansion of 13 specific programs at the 6 Postsecondary technical colleges as well as \$989,200 to fund a 3% CEC.

This budget was also decreased by \$1.1 million in funds that transferred to College of Eastern Idaho's community college budget with their transition from Eastern Idaho Technical College to College of Eastern Idaho.

The following schedules are provided for review:

Operating Budget Distribution by Activity and Expense Standard Class  
Attachment 22  
Operating Budget Personnel Costs Summary  
Attachment 23

## Postsecondary Career &amp; Technical Education System

## Operating Budget Distribution by Activity and Expense Standard Class

July 1, 2018 - June 30, 2019

	Original FY2018	Percent of Total	Original FY2019	Percent of Total	Change from Prior Year	Percent Change
<b>By Activity:</b>						
Instruction	44,133,963	96.13%	45,482,724	98.21%	1,348,761	3.06%
Plant Maintenance & Operations	963,516	2.10%	296,076	0.64%	(667,440)	-69.27%
One-Time Funds	815,500	1.78%	533,800	1.15%	(281,700)	-34.54%
Total Operating Budget	45,912,979	100.00%	46,312,600	100.00%	399,621	0.87%
<b>TOTAL BUDGET</b>	<u>45,912,979</u>	<u>100.00%</u>	<u>46,312,600</u>	<u>100.00%</u>	<u>399,621</u>	<u>0.87%</u>
<b>By Expense Standard Class:</b>						
Personnel Costs:						
Faculty	17,708,125	39.27%	18,689,647	40.83%	981,522	5.54%
Executive/Administrative	1,090,635	2.42%	1,031,182	2.25%	(59,453)	-5.45%
Managerial/Professional	3,451,597	7.65%	3,461,165	7.56%	9,568	0.28%
Classified	4,989,726	11.06%	4,935,926	10.78%	(53,800)	-1.08%
Irregular Help	1,057,492	2.34%	1,192,693	2.61%	135,201	12.79%
Total Salaries	28,297,576	62.75%	29,310,613	64.03%	1,013,037	3.58%
Personnel Benefits	12,296,354	27.27%	12,134,103	26.51%	(162,251)	-1.32%
Total Personnel Costs	40,593,930	90.01%	41,444,716	90.53%	850,786	2.10%
Operating Expenses:	4,503,550	9.99%	4,334,084	9.47%	(169,466)	-3.76%
Capital Outlay:	0	0.00%	0	0.00%	0	0.00%
Total On-Going Operating Budget	45,097,480	100.00%	45,778,800	100.00%	681,320	1.51%
One-Time Personnel Costs	0		0		0	
One-Time Operating Expenses	0		0		0	
One-Time Capital Outlay	815,500		533,800		(281,700)	
Total One-Time Funds	815,500		533,800		(281,700)	
<b>TOTAL BUDGET</b>	<u>45,912,980</u>	<u>100.00%</u>	<u>46,312,600</u>	<u>100.00%</u>	<u>399,620</u>	<u>0.87%</u>
<b>Total Full Time Positions (FTP)</b>	<u>535.39</u>		<u>537.14</u>		<u>1.75</u>	<u>0.33%</u>



Postsecondary Career & Technical Education System  
Operating Budget Personnel Costs  
Summary  
July 1, 2018 - June 30, 2019

	FY 2018 Operating Budget				FY 2019 Operating Budget			
<u>Classification</u>	<u>FTP</u>	<u>Salaries</u>	<u>Benefits</u>	<u>Total</u>	<u>FTP</u>	<u>Salaries</u>	<u>Benefits</u>	<u>Total</u>
Faculty	326.65	17,708,126	7,612,959	25,321,084	336.40	18,689,647	7,710,481	26,400,128
Exec/Admin	10.28	1,090,636	357,896	1,448,531	10.13	1,031,182	339,082	1,370,264
Manage/Prof	56.70	3,451,598	1,417,637	4,869,236	55.59	3,461,165	1,388,777	4,849,942
Classified	141.76	4,989,725	2,779,353	7,769,079	135.02	4,935,926	2,535,125	7,471,051
Irreg Help	0.00	1,057,492	128,508	1,186,000	0.00	1,192,693	160,638	1,353,331
<b>TOTAL</b>	<b>535.39</b>	<b>28,297,577</b>	<b>12,296,353</b>	<b>40,593,930</b>	<b>537.14</b>	<b>29,310,613</b>	<b>12,134,103</b>	<b>41,444,716</b>

**University of Idaho  
FY2019 Budget Overview  
Agricultural Research and Extension Service**

In FY2019 the Agricultural Research and Extension Service (ARES) Appropriation received a \$127,900 one-time enhancement to budget base for an irrigation pipe replacement at the Tetonia Research and Extension Center to address the needs of the ARES aging infrastructure and facilities improvements.

The FY2019 budget included an additional \$694,000 for Changes in Employee Compensation.

A request for \$3 million in one-time capital outlay was requested for a new and improved Germplasm Seed Potato Facility to be located in Moscow to replace an existing and outdated facility unable to keep up with demand. The \$3 million request was to match an existing funding commitment by Idaho industry to build this facility. This line item request was moved to the Permanent Building Fund where funding was approved.

With the support of the ARES Appropriation, the University of Idaho's College of Agricultural and Life Sciences will continue to serve the needs of the citizens and stakeholders of Idaho.

**UNIVERSITY OF IDAHO**  
**AVAILABILITY AND ALLOCATION OF FUNDS FOR FY2019**  
**AGRICULTURAL RESEARCH AND EXTENSION SYSTEM**

<b>1 FUNDS AVAILABLE</b>	<b>FTE</b>	<b>AMOUNT</b>
<b>2</b>		
<b>3</b> FY2018 Operating Budget Base	282.01	\$ 31,287,300
<b>4</b> Adjustments: Reappropriation		-
<b>5</b> Adjustments: Appropriation Adjustment		-
<b>6</b> Adjustments: Remove One-Time		(351,000)
<b>7</b>		
<b>8</b>		-
<b>9</b> Adjustments: FTP Additions	17.35	-
<b>10</b> Adjustments: FTP Adjustment	-	
<b>11</b> FY2018 Adjusted Budget Base	<u>299.36</u>	<u>\$ 30,936,300</u>
<b>12</b>		
<b>13</b> Additional Funding for FY2018		
<b>14</b>		\$ -
<b>15</b>		-
<b>16</b> Total Funding Reduction	<u>-</u>	<u>\$ (351,000)</u>
<b>17</b> Total Funds Available for FY2018	<u>299.36</u>	<u>\$ 30,936,300</u>
<b>18</b>		
<b>19</b>		
<b>20</b>		
<b>21 ALLOCATION OF FUNDS</b>		
<b>22</b>		
<b>23</b> FY2019 Adjusted Budget Base	299.36	\$ 30,936,300
<b>24</b>		
<b>25</b> MCO Increases/Decreases to Budget Base		
<b>26</b> Operating Expense		
<b>27</b> Inflationary Adjustments		\$ -
<b>28</b> Benefit Costs		(427,100)
<b>29</b> Change in Employee Compensation		694,000
<b>30</b>		
<b>31</b> Total MCO Increases/Decreases	-	\$ 266,900
<b>32</b>		
<b>33</b> Enhancements to Budget Base		
<b>34</b> Irrigation Pipe - Tetonia R&E Center		\$ 127,900
<b>35</b>		
<b>36</b> Total Enhancements	<u>-</u>	<u>\$ 127,900</u>
<b>37</b>		
<b>38</b> Total Increases	<u>-</u>	<u>\$ 394,800</u>
<b>39</b>		
<b>40</b> FY2019 Operating Budget	<u>299.36</u>	<u>\$ 31,331,100</u>

## AGRICULTURAL RESEARCH &amp; EXTENSION SERVICE

## Operating Budget Personnel Costs Summary

July 1, 2018 - June 30, 2019

Classification	FY2018 Operating Budget				FY2019 Operating Budget			
	FTE	Salaries	Benefits	Total	FTE	Salaries	Benefits	Total
Faculty	156.38	\$12,750,862	\$3,302,473	\$16,053,335	163.80	\$13,167,629	\$3,514,414	\$16,682,043
Executive/Administrative	3.45	616,015	\$159,548	775,563	2.25	422,963	\$0	422,963
Managerial/Professional	29.35	1,951,649	\$640,140	2,591,789	36.09	2,516,999	\$833,127	3,350,126
Classified	92.83	3,851,366	\$1,263,249	5,114,615	97.22	4,139,100	\$1,370,043	5,509,143
Irregular Help		1,511,243	195,196	1,706,439		490,441	42,668	533,109
Graduate Assistants		401,940	4,019	405,959		401,942	15,274	417,216
TOTAL	282.01	\$21,083,075	\$5,564,625	\$26,647,700	299.36	\$21,139,074	\$5,775,526	\$26,914,600

## HEALTH EDUCATION PROGRAMS

## FY 2019 Operating Budget

	FY 2018 BUDGET	FY 2019 BUDGET	PERCENT of CHANGE
<b>By Program:</b>			
WI Veterinary Education	2,076,100	2,116,500	1.95%
WWAMI Medical Education	5,303,400	6,399,500	20.67%
Idaho Dental Education Program	1,811,600	1,828,400	0.93%
University of Utah Medical Education	1,576,000	1,694,900	7.54%
Family Medicine Residencies	4,440,900	5,000,900	12.61%
Boise Internal Medicine Residency	540,000	617,500	14.35%
Psychiatry Residency	157,800	397,800	152.09%
Eastern Idaho Medical Residencies		455,000	100.00%
Bingham Internal Medicine		525,000	100.00%
<b>Total Programs</b>	<b>15,905,800</b>	<b>19,035,500</b>	19.68%
<b>By Fund Source:</b>			
General Fund	15,594,200	18,714,500	20.01%
Student Fee Revenue	311,600	321,000	3.02%
<b>Total Funds</b>	<b>15,905,800</b>	<b>19,035,500</b>	19.68%
<b>By Expenditure Classification:</b>			
Personnel Costs	3,132,500	3,644,000	16.33%
Operating Expenditures	1,922,400	2,219,200	15.44%
Capital Outlay	244,000	93,000	-61.89%
Trustee & Benefits	10,606,900	13,079,300	23.31%
Lump Sum	0	0	0.00%
<b>Total Expenditures</b>	<b>15,905,800</b>	<b>19,035,500</b>	19.68%
<b>Full Time Position</b>	<b>25.8</b>	<b>30.15</b>	16.86%

**Budget Overview**

The FY 2019 budget for Health Education Programs reflects a 19.68% increase including contract inflation totaling \$559.1k, 3% ongoing CEC of \$79k, and benefit cost decrease of \$31.8k. WWAMI received \$714.7k ongoing and \$87.5k in one-time general funds for an 18-month curriculum build-out. University of Utah program received \$87.6k for two additional Idaho seats in the third year classes of FY19 and FY20 or 10 students per year, for a total of 40 Idaho seats. Family Medicine Residency received \$565k to provide \$35,000 per resident. Boise Internal Medicine received \$77.5k to increase state support for residents. Psychiatry Residency received \$240k to provide \$60k per resident. Eastern Idaho Medical Residencies received \$455k and includes \$35k per resident for ten new residents, a program director, and a residency coordinator. Bingham Internal Medicine received \$525k and includes \$35k per resident for twelve new residents, a program director, and a residency coordinator.

**SPECIAL PROGRAMS**  
**FY 2019 Operating Budget**

	<b>FY 2018 BUDGET</b>	<b>FY 2019 BUDGET</b>	<b>PERCENT of CHANGE</b>
<b>By Program:</b>			
Forest Utilization Research	1,347,100	1,281,100	-4.90%
Geological Survey	1,080,400	1,085,100	0.44%
Scholarships and Grants:			
Idaho Promise Scholarship - A	3,000		0.00%
Atwell Parry Work Study Program	1,186,000	1,186,000	0.00%
Teachers/Nurses Loan Forgiveness	0	0	0.00%
Armed Forces/Public Safety Officers	180,000	200,000	11.11%
Scholarships Program Manager	66,400	67,000	0.90%
Opportunity Scholarship	10,294,300	13,777,300	33.83%
Postsecondary Credit Scholarship	1,000,000	1,000,000	0.00%
GEARUP Scholarship	3,124,400	3,124,600	0.01%
Total Scholarships and Grants	15,854,100	19,354,900	22.08%
Museum of Natural History	625,400	616,200	-1.47%
Small Business Development Centers	613,100	673,000	9.77%
TechHelp	166,500	356,500	114.11%
<b>Total Programs</b>	<b>19,686,600</b>	<b>23,366,800</b>	18.69%
<b>By Fund Source:</b>			
General Fund	15,562,200	19,242,200	23.65%
Miscellaneous Funds	1,000,000	1,000,000	0.00%
Federal Funds	3,124,400	3,124,600	0.01%
<b>Total Funds</b>	<b>19,686,600</b>	<b>23,366,800</b>	18.69%
<b>By Expenditure Classification:</b>			
Personnel Costs	3,599,700	3,862,300	7.30%
Operating Expenditures	218,100	232,900	6.79%
Capital Outlay	100,900	3,700	-96.33%
Trustee/Benefit or Lump Sum Payments	15,767,900	19,267,900	22.20%
<b>Total Expenditures</b>	<b>19,686,600</b>	<b>23,366,800</b>	18.69%
<b>Full Time Position</b>	<b>43.13</b>	<b>45.59</b>	5.70%

**Budget Overview**

The FY 2019 budget for Special Programs reflects a 18.69% increase including a 3% CEC, and health benefit decreases. Scholarships and Grants received \$3.5M for the Opportunity Scholarship of which up to 20% can be used for Adult Completers. Small Business Development Centers received .96 FTP and \$53.5k to assist Idaho businesses with government contracting through the Procurement Technical Assistance Center. Tech Help received 1.5 FTP and \$188k for manufacturing specialists in eastern and northern Idaho.

**ADDITIONAL FY2019 ALTERATION AND REPAIR PROJECT REQUESTS - J**

**AGENCY / INSTITUTION**

**DPW  
RECOMMENDATIONS**

**AGENCY  
REQUESTS**

**PRIORITY**

**EDUCATION, STATE BOARD OF**

**BOISE STATE UNIVERSITY**

Roof Replacement, Yanke (FY19 Supplement to Original rqst #3)	450,000	450,000	1
Roof Replacement, Gage Warehouse	175,000	175,000	2
Lab Space Conversions and Renovations	450,000	450,000	3
Campus Lighting	500,000	500,000	4
Upgrade, Fire Alarm & Emergency Notification	148,000	148,000	5
Renovations, Liberal Arts Space and Infrastructure	1,500,000	1,500,000	6
Upgrades, Distraction Free Testing		120,000	7
Upgrade Pneumatic Controls to DDC, Science Building		250,000	8
Renovations, Sixth Floor, Education Building		150,000	9
Elevator Repair & Upgrade, Multiple Buildings		500,000	10
Siding Replacement, Yanke		500,000	11
Facility Condition Assessment and Management		300,000	12
<b>SUBTOTAL</b>	<b>3,223,000</b>	<b>5,043,000</b>	

**IDAHO STATE UNIVERSITY**

Remodel Dietetics Food Lab, Albion Hall	752,000	752,000	1
Backflow Check Valves, Campus Irrigation System	205,000	205,000	2
Door Access Control, Exterior Doors	501,600	501,600	3
Roof System Replacement, Carpenter Shop	212,500	212,500	4
Roof System Replacement, Rendezvous	703,200	703,200	5
Flooring, Abate and Replace, COE Library		146,000	6
Replace Fire Escape Stairs, Colonial Hall	315,000	315,000	7
Flooring, Replace Tile and Carpet, Liberal Arts	465,000	465,000	8
Relocate COT to EAMES, Phase 2		1,500,000	9
Clinic Expansion, Meridian		930,000	10
Asbestos Abatement, Business Administration		3,171,153	11
Asbestos Abatement, COE		1,459,111	12
Asbestos Abatement, Albion Hall		845,911	13
Build-Out Office Area for Facilities Services, Meridian		170,000	14
<b>SUBTOTAL</b>	<b>3,154,300</b>	<b>11,376,475</b>	

**IDAHO STATE UNIVERSITY -- UNIVERSITY PLACE**

Roof System Replacement, TAB Bldg		736,515	1
Light Fixtures, Upgrade to LED, CHE	442,238	442,238	2
<b>SUBTOTAL</b>	<b>442,238</b>	<b>1,178,753</b>	

**UNIVERSITY OF IDAHO**

Shop/Storage Addition, KUID Bldg	201,000	201,000	1
Exterior Envelope Repairs, Pitman Center (Agency Funds 600,000)	900,000	900,000	2
Acoustic Mitigation & Isolation, Phase 1, LHSOM	900,000	900,000	3
Acoustic Mitigation & Isolation, Phase 1, Ridenbaugh	900,000	900,000	4
Repair/Renovate East Entry Steps & Planters, Menard Law Bldg		415,300	5
Roof Replacement, Ag Bio-tech Lab	320,700	320,700	6
Building Improvements, Life Safety, Administration		365,000	7
Exterior Masonry Repairs, Buchanan Engineering Lab		435,600	8
Roof System Replacement, Niccolls Building		60,500	9
Pedestrian Mall Steps, Idaho Avenue		150,000	10
Window Replacement, Phase 1, Morrill Hall		250,000	11
Sidewalks, Blake Avenue		121,300	12
Campus Drive/Admin Circle Repairs, Phase 1		857,000	13
Roof Replacement, Library		720,000	14
Fire Lane & Pedestrian Improvements, So Academic Mall		495,000	15
Life Safety, Phase 3, Buchanan Engineering Lab		354,000	16
Pedestrian Improvements, 7th Street		504,000	17
Repairs, Campus Drive, Phase 2		650,000	18
<b>SUBTOTAL</b>	<b>3,221,700</b>	<b>8,599,400</b>	

**ADDITIONAL FY2019 ALTERATION AND REPAIR PROJECT REQUESTS - J**

<b>AGENCY / INSTITUTION</b>	<b>DPW RECOMMENDATIONS</b>	<b>AGENCY REQUESTS</b>	<b>PRIORITY</b>
<b>LEWIS-CLARK STATE COLLEGE</b>			
Replace Windows, Center for Arts and History (Supplement to FY19 Original Rqst. #	200,000	200,000	1
Fire Alarm System, Library	225,000	225,000	2
ADA Accessibility Project	135,000	135,000	3
Campus Door Project	100,000	100,000	4
Upgrade President's Residence	50,000	50,000	5
SUBTOTAL	710,000	710,000	
<b>NORTH IDAHO COLLEGE</b>			
Mechanical Upgrade, Boswell Hall	850,000	850,000	1
Parking Lot/Sidewalk Reconstruction, Boswell Hall		215,600	2
Parking Reconstruction, Siebert		72,111	3
Parking Reconstruction, Headwaters Complex		85,555	4
SUBTOTAL	850,000	1,223,266	
<b>COLLEGE OF EASTERN IDAHO</b>			
Irrigation Conversion, Phase 3 (Supplement to DPW Project 18132)	128,000	128,000	1
Light Upgrade, Welding, Deisel & Automotive	50,000	50,000	2
Window Replacement, Robertson Building	43,500	43,500	3
Heat Pump Replacement, Alexander Creek Building	226,300	226,300	4
LED Conversion, Campus Outdoor Lighting	144,200	144,200	5
Roof Replacement, William A. Robertson Building		1,116,300	6
Roof Replacement, John E. Christopherson Building		1,035,300	7
SUBTOTAL	592,000	2,743,600	
<b>COLLEGE OF SOUTHERN IDAHO</b>			
Fire Alarm Upgrade, Meyerhoeffer Building	133,000	133,000	1
Window Upgrade, Evergreen Building C-wing	74,600	74,600	2
Sidewalk Replacement, Taylor Building	52,000	52,000	3
Flooring, Replace Carpets, Various Classrooms and Offices	130,000	130,000	4
Repave Parking Lot, Child Care Center	53,000	53,000	5
Repair Parking Lots, Roadways, Main Campus and Jerome Center	75,000	75,000	6
Entry Access Controls, Phase 1	180,000	180,000	7
Roof Replacement, CSI Refugee Center	58,500	58,500	8
Sidewalk Lighting, Eagle View	183,000	183,000	9
Security Camera Installation, Phase 1		140,000	10
SUBTOTAL	939,100	1,079,100	
<b>COLLEGE OF WESTERN IDAHO</b>			
SUBTOTAL	0	0	
<b>TOTAL FY19 ADDITIONAL ALTERATION AND REPAIR PROJECTS</b>	<b>13,132,338</b>	<b>31,953,594</b>	



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 21, 2018**

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**AGENCIES AND INSTITUTIONS OF THE STATE BOARD**

**SUBJECT**

FY 2020 Line Item Budget Requests

**REFERENCE**

April 2018

Board approved guidance to the 4-year institutions regarding submission of line item requests

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.B.1.  
Title 67, Chapter 35, Idaho Code

**BACKGROUND/ DISCUSSION**

As discussed at its April 2018 meeting, the State Board of Education (Board) directed the college and universities to limit Fiscal Year 2020 budget line item requests to those which will measurably support implementation of the Board's strategic plan. Institutions may request up to two (2) line items in priority order, the total value of which shall not exceed five percent (5%) of an institution's FY2019 total General Fund appropriation. Any requests for occupancy costs will not count towards the two line item limit or the 5% cap.

Subsequently, the Board will approve the final budget request at the August 2018 meeting. Following Board approval in August, the budget requests will be submitted to the Legislative Services Office (LSO) and Division of Financial Management (DFM) by September 4, 2018.

The line items represent the unique needs of the institutions and agencies and statewide needs. Following review, the Board may prioritize the line items for the institutions. The line items are summarized separately, one summary for the college and universities and one for the community colleges and agencies. The detail information for each line item request is included on the page referenced on the summary report.

**IMPACT**

Once the Board has provided guidance on priority, category, dollar limit, etc., Board staff will work with the Business Affairs and Human Resources (BAHR) Committee, DFM and the agencies/institutions to prepare line items to be approved at the August Board meeting.

**ATTACHMENTS**

Attachment 1 - Line Items Summary  
Attachment 2 - Occupancy Costs  
Attachment 3 - 54: Individual Line Items

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 21, 2018**

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**STAFF COMMENTS AND RECOMMENDATIONS**

Staff asked the institutions to provide as much detail as possible for their line item requests to be submitted for the June Board meeting.

In the past few years, best practices were further enhanced in terms of information needed in order for DFM and LSO analysts to conduct their own analysis in support of policymakers:

- Write-ups need a strong problem statement supported with data and strong solution statement supported with outcome data.
- Where applicable, include projected Return on Investments (ROIs) for new programs or program expansion (i.e. where funding for a program has been provided in the past).
- Requests should be scalable and prioritized.
- Address the influence of program prioritization on the request. Did the institution consider reallocating funding for this line-item?
- Describe how the request advances the Board's 60% Educational Attainment Goal or the Board's Complete College Idaho Plan (if applicable).

Per the Board's guidance, 5% of the College & Universities' FY 2019 total General Fund appropriation equates to the following:

BSU: \$4,990,600  
ISU: \$3,991,100  
UI: \$4,636,300  
LCSC: \$ 859,300

**BOARD ACTION**

I move to direct the Business Affairs and Human Resources Committee to review the FY 2020 budget line items as listed on Attachment 1 - Line Items Summary, and to bring recommendations back to the Board for its consideration at the regular August 2018 Board meeting.

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

**STATE BOARD OF EDUCATION**  
FY 2020 Line Items - College and Universities

By Institution/Agency		Attachment	FY 2019 Total Appropriation	Priority	Institution Specific Initiatives	Total	% of FY 2019 Appropriation Excluding Occupancy Costs
1	System-wide Needs		6,215,800				
2	Outcomes Based Funding	3		1	12,000,000	12,000,000	193.1%
3	Open Education Resources	4		2	250,000	250,000	4.0%
4	Boise State University		99,811,800			5,349,300	4.4%
5	Public Service Initiative	5		1	2,151,300		
6	Career Readiness	6		2	2,217,900		
7	Occupancy Costs	2		3	980,100		
8	Idaho State University		79,822,400			4,039,100	4.8%
9	Expand Health Sciences/Workforce Needs	7		1	3,769,000	0	
10	Assessment & Learning in Knowledge Spaces	8		2	80,000	0	
11	Occupancy Costs	2		3	190,100	0	
12	University of Idaho		92,726,900			2,996,800	3.2%
13	Student Success & Support	9		1	1,046,200	0	
14	Library Investments	10		2	1,950,600	0	
15	Lewis-Clark State College		17,186,300			859,000	5.0%
16	Adult Learner Program	11		1	547,700	0	
17	Accessibility and Safety	12		2	311,300	0	
			\$ 295,763,200		\$ 25,494,200	\$ 25,244,200	
18							
19	Percentage of FY19 Appropriation excluding		8.1%				
20	Occupancy Costs						

**STATE BOARD OF EDUCATION**  
**FY 2020 Line Items - Community Colleges and Agencies**

Priority	By Institution/Agency	FY 2019 Appropriation	Attachment	Priority	FY 2020 Request	Comments	vs. 2019 Approp
1	Career Technical Education	66,397,900			4,625,300		7.0%
2	State Leadership & Technical Asst.	3,018,900			224,600		0.3%
3	Data Analysis		13	1	97,900		0.1%
4	Student Engagement		14	2	126,700		0.2%
5	General Programs	14,498,600			2,331,000		3.5%
6	Program Alignment		15	3	180,000		0.3%
7	Middle School CTE		16	4	356,000		0.5%
8	InSpire to Educate Program		17	5	410,000		0.6%
9	Teacher Preparation		18	6	515,000		0.8%
10	Workforce Readiness Incentive Grant		19	7	400,000		0.6%
11	Program Quality Initiative		21	9	400,000		0.6%
12	CTE Digital		22	10	70,000		0.1%
13	Post-secondary Programs	46,312,600			2,069,700		3.1%
14	Postsecondary capacity expansion		20	8	2,069,700		3.1%
15	Nuclear Energy & Advanced Reactor Manu.		23	11	331,000		0.5%
16	Dedicated Programs	1,375,000			0		0.0%
17	Related Services	1,192,800			0		0.0%
18	Community Colleges	46,126,600			5,404,300		11.7%
14	College of Eastern Idaho	5,013,800			317,100		0.7%
15	Health Insurance Base Increase		24	1	129,900		0.3%
16	College of Southern Idaho Faculty Transfer		25	2	132,200		0.3%
17	Interest Earnings Distribution		26	3	55,000		0.1%
19	College of Southern Idaho	14,264,000			999,400		2.2%
20	Remove Two CEI Faculty		27	1	(132,000)		-0.3%
21	IT Personnel and Software Platforms		28	2	720,500		1.6%
22	Emerging Hispanic Serving Institute		29	3	227,200		0.5%
23	Weekend College		30	4	183,700		0.4%
24	College of Western Idaho	13,938,900			3,073,100		6.7%
25	Balance Funding		31	1	2,675,700		5.8%
26	Staff Support 60% Initiative and Retention		32	2	397,400		0.9%
27	North Idaho College	12,909,900			1,014,700		2.2%
28	Regional Entrepreneurship		33	1	387,100		0.8%
29	Guided Pathways Support		34	2	390,100		0.8%
30	Occupancy Costs		3	3	237,500		0.5%

**STATE BOARD OF EDUCATION**  
**FY 2020 Line Items - Community Colleges and Agencies**

Priority	By Institution/Agency	FY 2019 Appropriation	Attachment	Priority	FY 2020 Request	Comments	vs. 2019 Approp
31	Agricultural Research/Extension	31,307,100			918,400		2.9%
32	4-H STEM Education		35	1	535,300		20.7%
33	Rock Creek Cattle Research and Extension		36	2	383,100		14.8%
34	Health Education Programs	18,714,500			3,593,100		19.2%
35	W-I Veterinary Education	2,016,500			No Line Items		0.0%
36	WWAMI Medical Education	6,399,500	37	1	366,200 ECHO Idaho Project		2.0%
37	IDEP	1,607,400					0.0%
38	Univ. of Utah Med. Ed.	1,694,900			321,900		1.7%
39			38	1	119,600 2 new seats, year four		0.6%
40			39	1	22,300 Leave of Absence		0.1%
41			40	1	180,000 Increase funding per resident to \$60k		1.0%
42	Family Medicine Residencies	5,000,900			1,075,000		5.7%
43	Idaho State University FMR	1,350,900			415,000		2.2%
44			40	1	105,000 Increase funding per resident to \$45k		0.6%
45			40	1	60,000 Hospitalist		0.3%
46			40	1	250,000 Other		1.3%
47	Family Medicine Residency of Idaho (Boise)	1,530,000			480,000		2.6%
48			40	1	480,000 Increase funding per resident to \$45k		2.6%
49	Kootenai Health FMR	560,000	40	1	180,000 Increase funding per resident to \$45k		1.0%
50	Graduate Medical Education Funding	1,000,000					0.0%
51	Boise Internal Medicine Residency	617,500			590,000		3.2%
52			40	1	350,000 Increase funding per resident to \$45k		1.9%
53			40	1	240,000 Increase funding per resident to \$60k		1.3%
54	Psychiatry Residency	397,800					0.0%
55	Eastern Idaho Regional Medical Center	455,000			1,060,000		5.7%
56	Internal Medicine Resident Program		40	1	100,000 Increase funding per resident to \$45k		0.5%
57	Internal Medicine Resident Program		40	1	600,000 Increase funding per resident to \$60k		3.2%
58	Family Medicine		40	1	360,000 Increase funding per resident to \$60k		1.9%
59	Bingham Internal Medicine	525,000			180,000		1.0%
60			40	1	120,000 Increase funding per resident to \$45k		0.6%
61			40	1	60,000 Increase funding per resident to \$60k		0.3%
62	Special Programs	19,242,200			525,800		2.7%
63	Forest Utilization Research	1,281,100			267,900		1.4%
64	Wood Utilization in Comm. Building Faculty		41	1	140,900		0.7%
65	Mica Creek Watershed Project		42	2	127,000		0.7%
66	Geological Survey	1,085,100	43	1	138,900 FTE Increase & Market Base Compensation		0.7%
67	Scholarships and Grants	15,230,300					0.0%
68	Museum of Natural History	616,200					0.0%
69	Small Bus. Development Centers	673,000	44	1	59,500 Business Development		0.3%
70	TechHelp	356,500	45	1	59,500 Business Development		0.3%

**STATE BOARD OF EDUCATION**  
**FY 2020 Line Items - Community Colleges and Agencies**

Priority	By Institution/Agency	FY 2019 Appropriation	Attachment	Priority	FY 2020 Request	Comments	vs. 2019 Approp
71	State Board of Education	6,374,900			564,600		8.9%
72	Office of the State Board of Education	6,204,200					0.0%
73	Associate Chief Academic Officer		46	1	115,100		0.6%
74	Academic Program Manager		47	2	100,700		0.5%
75	Administrative Assistant 2		48	3	53,000		0.3%
76	IT/AV/Web Page Support (shared with CTE)		49	4	75,800		0.4%
77	Master Educator Portfolio Reviews		50	5	200,000		1.0%
78	Career Information System Enhancements		51	6	20,000		0.1%
79	Charter School Commission	170,700					0.0%
80	Idaho Public Television	2,585,300			158,900		6.1%
81	Educational Outreach		52	1	94,100		3.6%
82	Digital Media Technician		53	2	64,800		2.5%
83	Vocational Rehabilitation	8,648,300			8,000		0.1%
84	Vocational Rehabilitation	3,954,200					0.0%
85	Extended Employment Services	4,427,300					0.0%
86	Council for the Deaf/Hard of Hearing	266,800	54	1	8,000	Interpreter Training	0.1%
87	Total	\$ 199,396,800			\$ 15,798,400		7.9%

# STATE BOARD OF EDUCATION

## FY 2020 Budget Request

### Colleges & Universities

#### Calculation of Occupancy Costs

Calculation of Occupancy Costs																		
		% of Use for			(1)	(2)			(3)	(4)	(5)							
Institution/Project		Projected Date of Occupancy	Non-Aux. Education	Gross Sq Footage	Non-Aux. Sq Footage	Custodial Costs				Utility Estimate	Maintenance Costs		Other	Total Occ Cost	% qtrs used in FY20	Revised FY18		
						FTE	Sal & Ben	Supplies	Total		Repl Value	Cost@1.5%						
BOISE STATE UNIVERSITY																		
New Fine Arts Building		June-19	100%	97,621	97,621	3.75	145,900	9,800	155,700	170,800	42,000,000	630,000	108,800	1,065,300	92%	980,100		
						3.75	145,900	9,800	155,700	170,800		630,000	108,800	1,065,300		980,100		
IDAHO STATE UNIVERSITY																		
Meridian Cadaver Lab Expansion		June-19	100%	12,136	12,136	0.47	18,300	1,200	19,500	21,200	7,742,000	116,100	15,500	172,300	100%	172,300		
Engineering Project Center		February-17	100%	1,500	1,500	0.06	2,300	200	2,500	2,600	174,000	2,600	1,300	9,000	100%	9,000		
IF CHE Public Safety Infill		January-17	100%	1,208	1,208	0.05	1,900	100	2,000	2,100	242,800	3,600	1,100	8,800	100%	8,800		
						0.58	22,500	1,500	24,000	25,900		122,300	17,900	190,100		190,100		

AGENCY: College and Universities

FUNCTION: Systemwide Needs

ACTIVITY:

Agency No.: 510

Function No.: 01

Activity No.:

FY 2020 Request

Page 1 of 3 Pages

Original Submission X or

Revision No. \_\_\_\_

A: Decision Unit No: <b>12.01</b>		Title: <b>Outcomes-Based Funding (OBF)</b>			Priority Ranking 1 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	0.00				0.0
PERSONNEL COSTS:					
1. Salaries	0				0
2. Benefits	0				0
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	0				0
OPERATING EXPENDITURES by summary object:					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. PC and workstation	0				0
TOTAL CAPITAL OUTLAY:	0				0
T/B PAYMENTS:	\$12,000,000				\$12,000,000
LUMP SUM:					
GRAND TOTAL	\$12,000,000				\$12,000,000

Outcomes-Based Funding (OBF) is a higher education initiative being led by the State Board of Education, in coordination with the Governor's Office and the Legislature. OBF is one of the key elements of a Board Five-Year Operational Plan for Higher Education, which is being developed in response to the Governor's Higher Education Task Force.

Outcomes-Based Funding is a multi-year Board effort to fund higher education institutions in a way that incentivizes completion of student certificates and degrees to prepare them for successful careers and lives. The approach is being used to some degree in many other states, and the Board is proposing to initiate an OBF model in Idaho which will support the State's 60% goal.

Key characteristics of the Board-proposal include:

- A line item request for \$12M in ongoing funds for FY2020.



- An additional amount drawn from reallocated dollars from the current higher education base.
- Annual allocation of OBF funds by the State Board to institutions based on the number of students who complete certificates, associate degrees, and bachelor's degrees.
- A simple allocation model in which dollars are proportional to the time normally required to complete a particular certificate or degree.
- Applies to academic and career-technical programs.
- Applies to community colleges and four-year institutions.
- Permanently replaces the Enrollment Workload Adjustment (EWA) formula.
- A phased approach: following adoption in FY2020, additional ongoing dollars will be requested for FY2021 to include graduate degrees and certificates/badges of less than one-year duration, plus weighting for key programs/populations (e.g. STEM, health professions, low income students, Hispanic/Native American students, etc.)
- Final FY 2020 budget request will allocate \$12M between line items in three separate budgets: College and Universities, Community Colleges, and Career Technical Education

AGENCY: Office of the State Board of Education

Agency No.: 501

FY 2020 Request

FUNCTION: OSBE Administration

Function No.: 02

Page \_\_\_\_ of \_\_\_\_ Pages

ACTIVITY: Board approved category

Activity No.:

Original Submission X or

Revision No. \_\_\_\_

A: Decision Unit No: <b>12.02</b>		Title: <b>Open Education Resources (OER)</b>			Priority Ranking 2 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1.					
TOTAL OPERATING EXPENDITURES:	\$250,000				\$250,000
CAPITAL OUTLAY by summary object:					
1. PC and monitor					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$250,000				\$250,000

**Description:**

Funds to support delivery of Open Education Resources (OER), which would result in no-cost and low-cost textbooks (and other learning resources) for all postsecondary courses included in the state common course list.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

The funding is being requested to support faculty development of open educational resources that provides undergraduate students with textbooks at no (or minimal) cost. On average, this would be correspondent to the 38 general education (GEM) courses to be adopted in the common course framework beginning in Fall 2019.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Existing faculty and staff at public institutions of higher learning.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

Faculty within the appropriate discipline areas will be compensated for the time and effort necessary to learn new software and to develop online textbooks and other learning resources. Each institution has staff (in variable numbers) that support faculty development, particularly as it relates to OER.

- c. List any additional operating funds and capital items needed.

None.

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

This request is for one-time funds of \$200,000 and ongoing of \$50,000.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Though faculty will be compensated for their efforts, over 100,000 undergraduate students in Idaho and their families would be served through this effort. Furthermore, school districts responsible for delivering dual credit would also benefit from not needing to purchase textbooks. As it stands, the average cost of a new textbook is \$80, and the average cost for a used textbook is \$50. If not funded, degree-seeking students will continue to incur, on average, over \$650-\$1,000 in textbook costs for general education courses. If all students in the state enroll in approximately 13 classes (36 semester hours) of common-indexed courses in the General Education (GEM) curriculum in order to earn an associates or baccalaureate degree, total student savings could equate up to approximately \$65-\$100 million across the system at any point in time. If OER can be leveraged for this effort, this item would offer a significant impact towards achieving the affordability goals outlined by the Governor's Task Force on Higher Education, as well as the Board's goals to deliver a postsecondary system that is more accessible to Idaho students.

Average cost of new and used textbooks: *National Association of College Stores website:*  
<https://www.nacs.org/research/HigherEdRetailMarketFactsFigures.aspx>

**AGENCY: Boise State University**  
 FUNCTION: Instruction, Public  
 Service  
 ACTIVITY: Expanded Academic and  
 Public Service Programs

Agency No.: 512

FY 2020 Request

Function No.: 01

Page 1 of 5 Pages  
 Original Submission X or  
 Revision No. \_\_\_\_

Activity No.:

A: Decision Unit No: <b>12.01</b>		Title: <b>School of Public Service Initiative</b>			Priority Ranking 1 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	15.66				15.66
PERSONNEL COSTS:					
1. Salaries	\$1,208,200				\$1,208,200
2. Benefits	448,500				448,500
3. Group Position Funding	304,300				304,300
TOTAL PERSONNEL COSTS:	\$1,960,900				\$1,960,900
OPERATING EXPENDITURES by summary object:					
1. Travel	\$22,500				\$22,500
2. Operating	167,900				167,900
TOTAL OPERATING EXPENDITURES:	\$190,400				\$190,400
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$2,151,300				\$2,151,300

### Description:

The School of Public Service was founded in 2015 to inspire and equip students to be innovative, principled, and effective public service leaders, promote meaningful community engagement and civil discourse, and serve as an objective and unbiased resource for citizens and decision-makers in Idaho. The School was designed to ensure that Idaho students, businesses, and taxpayers get the most value out of their investments in higher education by refocusing faculty attention on applied scholarship and teaching that transcends narrow disciplinary boundaries.

Future leaders in public service, whether they are employed within the private, non-profit, or public sectors, require interdisciplinary knowledge and a combination of well-developed hard and soft skills. Graduates from the School of Public Service at Boise State are "systems leaders" well versed in leadership, management, quantitative

reasoning, systems thinking, analytics, communications, and ethics in addition to their particular substantive major. To that end, the School of Public Service has eliminated institutional silos by replacing outdated departmental structures with an integrated School, developed new interdisciplinary academic programs in Global Studies, Urban Studies and Community Development, and Environmental Studies that draw from faculty across the University, explicitly integrated skills development into the curriculum through a new School-wide “core curriculum”, and promoted high impact educational practices, including experiential learning programs, that enhance student success on campus and preparation for careers.

Additionally, the School of Public Service facilitates applied research and serves Idaho communities searching for innovative solutions to the seemingly intractable challenges they face. The School revised its tenure and promotion guidelines to emphasize applied research and public engagement. And the School has embraced and reinvigorated the University’s historical commitment to public service research by involving faculty and students, from the undergraduate level through the new Ph.D. program, to work in concert with state and local agencies, non-profit organizations and the private sector around issues of workforce, transportation, and economic development through the newly launched Idaho Policy Institute. The Policy Institute is itself a public-private partnership.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

First, funding will be used to enhance student learning at the undergraduate and graduate levels. The integration of new faculty lines will facilitate the implementation of new interdisciplinary academic programs and improve retention and graduation rates for students pursuing careers in public service at the undergraduate level while opening new functional tracks for students pursuing the Ph.D. In addition, funding will support student participation in experiential programs that directly enhance skill development and will increase opportunities for undergraduate and graduate students to engage in applied research projects.

Second, line item funding will directly enable positive community outcomes throughout the State of Idaho. Funding for Boise State’s Idaho Policy Institute directly supports nonpartisan and rigorous applied research and evaluation studies for use by state and local decision makers, professional training and technical assistance to state and local entities, and seminars, colloquia, and public events convened to promote constructive dialogue and thoughtful deliberation on public issues in Idaho. The Institute conducts public policy and demographic research, publishes economic forecasts and economic impact studies, undertakes rigorous and unbiased public opinion survey research, and offers dispute resolution resources and leadership development and technical assistance to localities throughout Idaho. Each new faculty position created through this appropriation will simultaneously serve interdisciplinary academic programs, and build the School’s capacity for applied research.

Additionally, funding will help grow on-line undergraduate and graduate certificate programs in Geographic Information Systems (GIS) that prepare students for emerging careers while supporting research collaborations with state and local entities involving mapping and spatial analysis projects. Finally, funding will grow the capacity of the Center for Idaho History and Politics. The Center has been redesigned to implement internship and experiential programs across the school, and support high quality University-community engagements including the Politics for Lunch series.

It is important to note that program prioritization has informed this budget request in several ways. Specifically:

- The School of Public Service was created during the program prioritization process. Our aim was to create a sharp focus on public service, and thereby better align resources with the institution's public service mission.
- One of the programs that would have ended up in the SPS was in the fifth quintile during program prioritization, and was discontinued the year after program prioritization.
- One of the programs that recently moved to the SPS, the BA in Environmental Studies, scored in the fourth quintile. It was clear at the time that the reason for the low score was that the program was under-resourced and mis-aligned. Our line item request will enable us to invest in what can be a strong program.
- Overall, the remaining programs that would end up in the SPS scored quite well during program prioritization: the undergraduate programs in criminal justice and political science were in the top quintile, and the graduate programs in criminal justice and public policy and administration were in the second and third quintiles, respectively.
- Because the SPS has dissolved its academic departments, the faculty members in the school are much more able to teach in a range of programs instead of only those programs in their home department, thereby creating instructional efficiencies and exposing students to a broader and more relevant array of faculty members.

The university has funded the creation of the School of Public service by the reallocation of existing funds as well as dedicated and local funds. Specifically, there are several investments the university has made recently to support the request.

- One half-time lecturer position funded initially under Boise State's spousal accommodation policy, and will be funded subsequently using reallocated funds.
- One new tenure-track faculty line was created using reallocated funds.
- The resources necessary for one faculty line from the reallocation of funding from the discontinued Master of Community and Regional Planning program.
- One faculty line from the reallocation of a faculty line from the Department of History to the School of Public Service.

## 2. What resources are necessary to implement this request?

- Eight faculty positions including positions in Applied Economics, Demography, Global Trade, Public Finance, Health Policy, Energy Policy, and

Fiscal Policy that serve new interdisciplinary programs and support applied research initiatives;

- Four administrative leadership positions serving the Idaho Policy Institute, the Center for Idaho History and Politics, the Public Service Leadership Initiative, and the School of Public Service Survey Research Initiative;
  - Twelve graduate research assistantships in professional masters and Ph.D. programs that support applied research projects across the School (operating request is for graduate research assistant tuition waivers)
  - Two research faculty positions at the Idaho Policy Institute in economic development and economic forecasting;
  - Two positions – one clinical faculty and one administrative – to support the new Geographic Information Systems program and related applied research projects;
  - One clinical faculty position supporting student internships and experiential learning programs across the School of Public Service, and
  - Ten faculty research fellowships for faculty across Idaho institutions of higher education to participate in applied research projects administered through the Idaho Policy Institute.
  - Travel and operating expenses are requested for the above-referenced position.
3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

All requested funds are ongoing.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request serves students at Boise State University by increasing the teaching capacity of new undergraduate interdisciplinary programs, professional masters programs, and the Ph.D. in Public Policy and Administration. Moreover, it serves students by growing skills and experiential programs that effectively prepare students for the workforce. The three existing undergraduate programs of SPS produced an average, over the last 3 years, of 209 baccalaureate graduates per year. As a result of this investment, the number of undergraduate baccalaureate graduates is projected to increase at least 30% and the number of total degrees and certificates is projected to increase over 50%.

In addition, this request serves communities throughout Idaho and all Idahoans that benefit from rigorous, non-partisan applied research. The Idaho Policy Institute was created through the reallocation of existing resources. In its first year, the IPI took on a couple of dozen projects and brought in over \$300,000 in grants and contracts. This investment would dramatically increase the capacity of the IPI to serve the state of Idaho and local communities. We would expect to at least double the number of projects, and similarly would expect that we would increase the contracts and grants

by that amount. However, it is important to note that many projects are pro bono and/or deeply subsidized in order to serve the needs of Idaho communities that may have limited resources.

Without additional funding, the Idaho Policy Institute will be constrained in its ability to serve entities throughout the state and while students will continue to have opportunities to study in traditional academic disciplines, they will likely be less well prepared for emerging careers in the private, public, and non-profit sectors.



**AGENCY: Boise State University**  
 FUNCTION: Instruction, Public  
 Service

Agency No.: 512

FY 2020 Request

Function No.: 01

Page 1 of 4 Pages  
 Original Submission \_\_\_ or  
 Revision No. \_2\_

ACTIVITY: Career Readiness

Activity No.:

A: Decision Unit No: <b>12.02</b>	Title: <b>Career Readiness</b>			Priority Ranking 2 of 2	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	18				18
PERSONNEL COSTS:					
1. Salaries	\$792,600				\$792,600
2. Benefits	417,500				417,500
3. Group Position Funding	312,600				312,800
TOTAL PERSONNEL COSTS:	\$1,522,700				\$1,522,700
OPERATING EXPENDITURES by summary object:					
1. Travel	\$14,000				\$14,000
2. Operating	681,200				681,200
TOTAL OPERATING EXPENDITURES:	\$695,200				\$695,200
CAPITAL OUTLAY					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$2,217,900				\$2,217,900

### Description:

Over the past decade, Boise State University has made significant strides in retention and graduation rates. But it is imperative we continue our focus to ensure our graduates are prepared and ready for the careers that await them in the evolving workplaces of Idaho. We strive to help students identify their passion and purpose, to look ahead to career connections and potential pathways, and to build a college experience that will launch them into their first job and far beyond. We are committed to the tenets of Complete College America and are joining an Association of Public and Land-grant Universities Transformative Cluster Initiative that aims to increase graduate rates even beyond the nationally recognized improvements Boise State has posted so far, thanks in large part to the sustained funding of the Complete College Idaho initiative.

This proposal is central to our next phase and will expand and develop a more coordinated and intentional model of career counseling and advising services to support

students, alumni, and community partners. The goal is to strengthen the first- and second-year student experience, because research shows early and ongoing career exploration and planning is essential to students making the most out of their college experience being best prepared to contribute to society in a meaningful way. Many students require guidance and support to connect their skills, values, and interests to a career path and intentionally engage in their college experience to most effectively meet their career goals. Embedding these coordinated services to students in their college is a best practice that will help us engage early and often both in and out of the classroom.

The efforts will be coordinated and distributed throughout the university to ensure that students have ready access and exposure to career services and counseling, and that these efforts remain a central tenet to the university's "Beyond the Major" approach to ensure that students get the experiences, opportunities, skills and support they need to make the most of their time here and best prepare them for success long after their diploma.

The proposal would spur changes and innovations within the four-year integrated University Foundations general education curriculum; campus career services; first-year orientation; central, college-level and departmental advising; peer mentor programs, and existing online and in-person courses designed to boost student academic success.

This request will reinforce and coordinate campus-wide efforts designed to connect students to career prospects and goals early in their college experience, empower them to seize opportunities inside and outside the classroom while they are here, and learn how to articulate their skills, knowledge and experience that best positions them for the jobs and careers they will seek when they graduate.

The long-term goal is to build on innovations and best practices to establish a cutting-edge and effective student success system that connects each incoming student with a career advisor, academic advisor and peer mentor — as well as create the potential to connect sophisticated career advising and targeted stacked skills and competency credentials to non-traditional and online students, mid-career Idahoans seeking to switch career paths or move up, and more.

### **Questions:**

- 1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?**

Expanding Career Services across campus using an embedded and coordinated model

This proposal seeks to strengthen the first and second year experience and embed career services in the academic colleges. The proposed model amplifies and unites existing career enhancement and employability efforts across campus by intentionally connecting classroom learning, academic advising and support, and career counseling/job search advising through a Student Success Team model in each college. This team will collaborate to integrate academic and career components of a student's education (both in and out of the classroom) to better

prepare them for the transition from college to career. The Student Support Team will work with department/college administration to set strategic direction, outcomes, and accountabilities. Funding will add career specialists to each college to provide direct student contact in the form of one-on-one career counseling/advising, job search advising, workshops/classroom presentations, and career courses. College Career Specialists will also work directly with faculty and administration in each college to embed career education in the classroom.

Funding will also support central career services positions to:

- Counsel and support undecided or at-risk students and special populations
- Develop career content (including specialized career courses) for College Career Specialists.
- Enhance and grow the internship program including offering stronger and more intentional student, faculty, and employer support.
- Increase employer relations efforts including local, regional, and national employer connections and partnerships.
- Offer additional targeted events providing opportunities to connect students and employers.
- Increase student awareness through university-wide and college-specific marketing and social media content

Funding this request will provide the necessary resources for Boise State University to provide a more intentional and connected curricular and co-curricular educational experience that prepares students for work and *life beyond the blue*. This, in turn, will provide employers and community partners with a more career ready workforce.

Boise State currently has budgeted \$530,864 of appropriated funds in the Career Center.

## **2. What resources are necessary to implement this request?**

Academic Colleges – Career Specialists – (8)  
 Alumni Relations – Career Specialist - (1)  
 University Foundations – First Year Experience Coordinator (1)  
 Career Services - Instructional Designer/eLearning (1)  
 Career Services - Career Development Training Specialist (1)  
 Career Services – Career Course Manager (1)  
 Career Services – Employer Relations Events Coordinator (1)  
 Career Services – Career Technology Coordinator (1)  
 Career Services – Internship Program Student/Faculty Relations (1)  
 Career Services – Marketing Specialist (1)  
 Institutional Research – Career Data Specialist (1)

Travel and operating expenses are needed for the above-referenced positions.

First Year Immersion/Extended Orientation: \$300,000 for a two-day immersion program that, in conjunction with summer orientation, provides students with an in-depth overview of available services, resources and programs that combine with the academic experience to augment their preparedness for post-college employment. These funds would go towards

Second Year Cohort Based Targeted Career Exploration: \$100,000 for a coordinated second-year career exploration effort dedicated to increasing the likelihood of progression, persistence, graduation and employability for students identified as “at risk” to stop out of college.

Scholarships to support professional experiences for students who demonstrate financial need: \$158,200

Peer mentoring programs to support first and second year students: \$362,582 including student employment and \$50,000 Peer mentoring curriculum, training and course delivery.

Career Services Technology: The \$50,000 technology budget will be used to pay for annual subscriptions for career education focused web-based technology intended to expand our reach and engage students when and where they want. This technology includes, but is not limited to, career research tools, a mentoring platform, career assessment and guidance systems, and online interview/resume coaching platforms. This budget will also be used to purchase eLearning software used to create interactive, multimedia online modules embedded within courses and virtual workshops accessible 24 hours a day by distance and on-campus students via the Virtual Career Center.

**3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.**

This request is focused on ongoing funding to support new positions in these areas, one-time start-up costs, and one-time consulting fees to bring in best practices and expertise as we launch this new distributed and coordinated model of career education. The second component of this proposal implements a first and second year immersion experience designed to encourage students to evaluate purpose, connect to majors and academic programs and identify career pathways. There is no direct revenue associated with this request.

**Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?**

This request directly serves students and graduates of Boise State University. Employers, community partners and the State of Idaho’s economy are also positively impacted. The infrastructure described in this proposal will improve student participation in early and intentional career planning and access and participation in high-impact educational practices ultimately positively impacting retention and graduation rates, first destination results, and alumni satisfaction and affinity for Boise State University.

**AGENCY: Office of the State Board of Education**  
**FUNCTION:** Idaho State University,  
 General Education  
**ACTIVITY:** Expansion of Health  
 Sciences to Meet State Workforce  
 Needs

Agency No.: 510

FY 2020 Request

Function No.: 03

Page 1 of 15 Pages

Activity No.:

Original Submission X or  
 Revision No. \_\_\_\_

<b>Expansion of Health Sciences to Meet State Workforce Needs</b>					
A: Decision Unit No: <b>12.01</b>		Title:		Priority Ranking 1 of 2	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	32.50				32.50
PERSONNEL COSTS:					
1. Salaries	\$2,149,500				\$2,149,500
2. Benefits	927,000				927,000
3. Group Position Funding	66,300				66,300
TOTAL PERSONNEL COSTS:	\$3,142,800				\$3,142,800
OPERATING EXPENDITURES by summary object:					
1. Travel (ongoing)	\$80,000				\$80,000
2. Communications (ongoing)	49,500				49,500
3. Materials/Supplies (ongoing)	226,700				226,700
TOTAL OPERATING EXPENDITURES	\$356,200				\$356,200
CAPITAL OUTLAY by summary object:					
1. Office Furniture (one-time)	\$60,000				\$60,000
2. PC& Workstations	60,000				60,000
3. Clinic Equipment (one-time)	150,000				150,000
TOTAL CAPITAL OUTLAY:	\$270,000				\$270,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$3,769,000				\$3,769,000

Idaho State University and the Kasiska Division of Health Science respectfully submit this appropriation request for FY20. ISU would like to thank the State Board of Education, the Governor and his office, and the Idaho Legislature for their ongoing support of our health science programs.

This appropriation request specifically enhances programs prioritized during our budgeting and 3-year planning processes based on workforce needs in the state.

Occupational therapy, speech language pathology, and nursing are high paying, in-demand jobs with high vacancy rates in the state of Idaho. In addition, this plan represents a specific focus on recruiting rural and minority students to the health professions to directly address the State Board of Education's 60% goal.

## Description

Goals of this Initiative:

- Increase degree production in high demand, health science careers to meet workforce needs of the state
- Enhance recruitment efforts and assist with meeting the State Board of Education's 60% goal and improve functionality and visibility of research and clinical services
- Align research mission with the current health care climate
- Improve clinic training opportunities

**Occupational Therapy** – Three faculty positions, three staff positions, group position funding, as well as ongoing operating and one-time capital startup costs are being requested to support the expansion of the Occupational Therapy Program to the ISU Meridian Health Science Center. Occupational therapists are one of the top in-demand jobs in the state, currently with 30% vacancy rates according to the Department of Labor.

Idaho State University recently completed a construction project in Meridian where offices, classrooms, laboratories, and clinic space has been built/renovated to be shared by the Department of Physical and Occupational Therapy. Efficiencies were gained by the physical therapy space being designed and created to be a shared space with occupational therapy. This newly created space will improve **Access and Opportunity** for students in Meridian and will meet the accreditation agencies' requirement for equivalent didactic spaces to allow synchronous learning between cohorts in Pocatello and Meridian. Growth of the occupational therapy program is not possible without additional faculty and resources due to accreditation requirements related to expansion. This program has been prioritized within our planning processes and budgeting.

**Speech Language Pathology Programs Access and Cost Reduction for Idaho Students** – Six and one-half faculty positions, two staff positions, as well as ongoing operating and one-time capital startup costs are being requested to support the reduction of professional fees for Idaho residents and for expanding ISU's speech language pathology programs to the Magic Valley. Speech language therapists are one of the top in-demand jobs in the state, currently with 30% vacancy rates according to the Department of Labor.

The significant costs of the online speech language pathology MS courses inhibits access for Idaho residents who desire to earn this degree but want to do so by taking online courses. Speech language pathology MS online course costs have significantly grown compared with the cost of taking the same face-to-face courses. For example, In addition to tuition, for FY19 all students will pay a \$68.00 per credit professional fee for face-to-face courses. For the same online courses, all students will pay a \$490.00 per credit professional fee. Because of a lack of appropriated monies, the on-line program has resulted in a situation that has students bearing the cost burden of the program. With the additional funding, ISU will be able to reduce the Idaho resident online speech language pathology MS degree professional fee from \$490.00 per credit to \$103.00 per credit. This will create better access and affordability to this program.

In addition to the speech language pathology MS degree, ISU also offers an on-line pre-professional program (post-baccalaureate) for students who graduated with a bachelor's degree or higher in another field or for those students whose bachelor's degree in communication sciences and disorders is 10 years or older. All students who enroll in this program pay a \$262.00 per credit professional fee in addition to tuition. With the additional funding, ISU will also be able to reduce the Idaho resident online pre-professional degree professional fee from \$262.00 to \$103.00 per credit.

By reducing the online fees for Idaho students, ISU will capture prospective Idaho college students who currently feel as though the speech language pathology degrees are simply too pricey to obtain.

Expanding the speech language pathology programs to the Magic Valley with the reduced Idaho resident professional fee explained above will improve **Access and Opportunity** for students in Twin Falls.

***Access to Nursing Programs in SE Idaho*** – Four and one-half faculty positions, five staff positions, as well as ongoing operating and one-time capital startup costs are being requested to expand ISU's nursing programs in Eastern and Southern Idaho in two ways.

1). The College of Nursing at ISU is participating with industry partners from across Eastern Idaho to increase the number of baccalaureate registered nurses by offering an accelerated nursing program. A pending Department of Labor grant may assist with the initial development of this program, however the sustainability of this project is dependent upon ongoing appropriation. The accelerated nursing program is designed for individuals who have a baccalaureate degree in a field other than nursing. Students complete their baccalaureate degree in nursing over a 12-month period. This new undergraduate accelerated nursing program in Eastern Idaho will run concurrently with the existing, and very popular, accelerated nursing program in Meridian. Students will take classes online in the distance learning classroom environments on the Pocatello and Idaho Falls campuses.

2). The College of Nursing will initiate conversations with College of Southern Idaho (CSI) and St. Luke's Health System to develop a BS Completion hub on the CSI campus in Twin Falls. This program will coordinate BS completion education with CSI, and three other community colleges: the associate degree nursing program at ISU College of Technology, College of Western Idaho (CWI) and College of Eastern Idaho (CEI).

***Mental Health Need and Retention*** – One staff position as well as ongoing operating and one-time capital startup costs are being requested to support the mental health needs of ISU students. Mental health concerns continue to afflict college students in ways that impair their health, learning, and success at universities across the US, including ISU. More students than ever struggle with severe concerns such as suicidal thoughts and behaviors. It is well established that students who receive support for their mental health concerns at university counseling centers live healthier lives and are retained at their institutions at higher rates than the general student body. In order to reduce wait-time for services and improve prevention efforts across campus, additional providers are needed. We request the addition of a staff psychologist/counselor to increase our university counseling center's capacity to help these students live healthier lives and succeed academically.

***Health Sciences Student Recruitment and Retention*** – Two administrator positions, three staff positions, as well as ongoing operating and one-time capital startup costs are being requested to support student recruitment and retention at ISU in four major areas.

1). Improve ISU's ability to attract rural and under-represented minority (Hispanic and American Indian) Idaho high school students into professional health training programs offered at ISU and help to grow the State Board of Education's 60% goal. The health sciences at ISU have a renewed interest in the best recruitment and retention practices and programs for their students. Many of these rural and minority students experience a variety of personal, environmental, and institutional barriers that result in a perception that they have limited or no access to college and university education. A coordinator tasked with widely publicizing health education opportunities to high school students, retaining current students in the health sciences, and developing strategies to increase our overall student population is necessary for recruitment, retention and further growth. These efforts will have a positive impact on the health care system by producing even more diverse and competent practicing health care professionals within the state with the goal of many of these students returning to rural and underserved areas.

2). Enhance interprofessional education at ISU and the entire state. Interprofessional education is a required element to advance health professional education and is an effective mechanism to improve the overall quality of health care. Additionally, many health professions accreditation standards mandate interprofessional education. Interprofessional education is an important pedagogical approach for preparing health professions students to provide patient care in a collaborative team environment. The appealing premise of interprofessional education is that once health care professionals begin to work together in a collaborative manner, patient care will improve.



Interprofessional education teams enhance the quality of patient care, lower costs, decrease patients' length of stay, and reduce medical errors. Although there is an abundance of evidence supporting the interprofessional education of health professions students, there have been barriers to implementing it completely. This Director will be charged with coordinating interprofessional education at ISU, developing competencies in interprofessional education, identifying issues in implementing interprofessional education in the various programs offered at ISU, and identifying ways to offer interprofessional *continuing* education for health professionals throughout the state.

ISU has the unique distinction and ability to be able to offer interprofessional continuing education credits for nursing, pharmacy, and medicine (including physician assistants). This puts ISU in a position to greatly enhance the interprofessional continuing education offerings for health care providers throughout the state of Idaho. By advancing these opportunities within the state it not only will improve **Access and Opportunity** for students in Idaho, but also to practicing health care providers within the state.

3). Expand and improve ISU's clinics. Currently ISU operates 14 in-house clinics including medicine, dentistry, dental hygiene, audiology, speech pathology, counseling, reference laboratory, occupational therapy, physical therapy, vestibular (balance), and wellness. Along with providing quality health care at these sites to everyone regardless of their ability to pay, the investments into these clinics produce graduates that are caring and competent professionals who are well equipped to become leaders in their professions and communities. Identifying community clinical training sites for students has become more and more difficult. Because of the escalating shortage of clinical training sites to accommodate the growing number of students, it is necessary for ISU to focus on developing additional clinical sites and/or alternative solutions to address the training site shortages. These clinics have strong primary care capabilities that decrease health care costs overall. In order to expand its health care offerings a dedicated Clinical Services AVP to focus on opportunities for growth in the number of locations, increased depth and breadth of educational experiences offered to students, and discover opportunities to offer increased or new services that are underserved in Idaho is required. This individual will champion the growth of our health care offerings throughout the state.

4). Increase the overall marketing, promotion, and communication of the health care programs offered by ISU by looking for opportunities for increased collaboration or partnerships with health care providers in the state, building media presence and public relations throughout the state, overseeing the usage and strengthening of marketing efforts within the health sciences. This person will be responsible on the execution of marketing, advertising, and promotional campaigns for the health sciences and reviewing and evaluating marketing and promotional efforts.

***Rural Health Research & Statewide Health Work Force*** – Two faculty positions, one staff position, as well as ongoing operating and one-time capital startup costs are being requested to improve health research infrastructure and rural health outcomes and quality. Most of the efforts to improve rural health care to-date have focused on

increasing quality of care by increasing access to primary, routine and emergency care. While this has proven to be very beneficial there are promising new approaches to delivering high-quality care in rural areas. Rural Americans experience significant health disparities. They have a higher incidence of disease and disability, increased mortality rates, lower life expectancies, and higher rates of substance abuse, pain and suffering. As health care moves toward safer practices in delivering quality of care, ISU must adopt a system of evaluating health care quality outcomes data that either reflect the need for improvements, or showcase best practices. The Kasiska Division of Health Science, and specifically the College of Pharmacy and Department of Community and Public Health, have made investments into faculty members who have expertise in evaluating rural health outcomes and quality. A biostatistician and two faculty members will promote a vision of building a culture of safety to prevent patient harm through a research agenda, communication, education, and development of students who are accustomed to working in patient-centered care teams.

### **Performance Measures**

***Occupational Therapy*** - The US Bureau of Labor forecasts a substantial increase in occupational therapy positions by 2020. ISU's occupational therapy program consistently has over 60 applicants per year; 30-40 of these applicants meet the criteria to be admitted and 16 are accepted each year. By expanding this program to Meridian, we will be able to increase the number of seats available by an additional 16. With the robust applicant pool, we expect this program to be fully enrolled the very first year it is offered in Meridian. Graduates are in very high demand as occupational therapy is #2 on Idaho's list of job vacancies.

***Speech Language Pathology Programs Access and Cost Reduction for Idaho Students*** – The US Bureau of Labor Statistics estimates that speech language pathology jobs growing by 19% from 2012 to 2022. In addition to the growing need for speech language pathologists, surveys indicate that 50% of the faculty members at schools of speech language pathology will be eligible for retirement by 2021. Unless the number of new speech language pathologists increases substantially, the shortage will widen further. ISU's speech language pathology MS online degree consistently has over 300 applicants with only 20 accepted each year. ISU's speech language pathology MS on-campus degree consistently has 140 applicants with only 38 accepted each year. ISU's speech language pathology pre-professional admits all that apply, but due to the substantial cost, many Idaho residents consider it financially unattainable. By reducing the overall cost to Idaho residents and by offering a new cohort in the Magic Valley we expect the speech language pathology pre-professional program to attract 20 new Idaho resident students and we will be able to enroll an additional 8 graduate students in the speech language pathology MS programs in the very first year and 16 graduate students by the second year. Graduates are in very high demand as speech language pathology is #1 on Idaho's list of job vacancies.

***Access to Nursing Programs in SE Idaho*** – The Institute of Medicine published sentinel research on the outcomes of a national study addressing the *Future of Nursing, Advancing Health (2010)*. The Institute's recommendation was to increase the number of baccalaureate prepared nurses to 80% of the nursing workforce by 2020. St. Luke's Health System has established a policy that all of the new nurses they hire will have a baccalaureate degree by 2023. This policy assures the best possible nursing care is provided in their facilities and meets one of their requirements for Magnet Status. 2017 Idaho Department of Labor Workforce data and Idaho census projection data show that there is an expected population based demand for increased numbers of registered nurses in Ada and Canyon Counties and in Idaho Falls. In addition, as new facilities open in Eastern Idaho, it is projected that 100+ additional registered nurses will be needed before the fall of 2019. To mitigate this workforce shortage problem, each university will need to increase the number of new graduates and employers of nurses will need to focus on retention strategies for their incumbent staff.

While enrollment numbers for the accelerated nursing program in Meridian over the past five years have remained at an average of 33 admits annually, the number of applicants has grown from around 40 in 2015 to 75+ for FY2018 academic year. In the last five years, the accelerated nursing program has had more than 255 applicants. These numbers, along with the growing nursing shortage, indicate the accelerated nursing program is highly desired and the graduates of this program are highly needed in the workforce. By expanding the accelerated nursing program to Eastern Idaho and the BS Completion with the College of Southern Idaho (CSI) and St. Luke's Health System, ISU expects to add 20 new nursing students each year to the programs (for a total of 60 students over a three-year period). This will increase the number of graduates by 20 new baccalaureate prepared RNs each year.

***Mental Health Need and Retention*** – Simply providing counseling serves does not necessarily solve the mental health crisis. Mental health on college campuses is a complicated issue, but it will assist with reducing wait times and contributes to wellness, flourishing, resilience and prevention that is necessary to create an ideal campus mental health system. Because academics and mental health are deeply intertwined increasing the number of providers that students have access to will inevitably lead to increased graduation rates and ultimately students leading more healthy and productive lives.

***Health Sciences Student Recruitment and Retention*** – Increase interprofessional education and continuing educational offerings available for all health care providers throughout the state of Idaho. Increase clinic productivity and grow clinical placement offerings for students. The marketing efforts will grow student and faculty applicant pools, enhance outreach to high schools and under-represented and minority student populations, help to improve the Go On Rate, improve visibility of ISU's health science educational offerings, and increase research accomplishments and services to our communities.

**Rural Health Research & Statewide Health Work Force** – Double the extramural funding in rural health, health outcomes and quality research within 5 years because of the enhancement of the expertise of ISU's health sciences programs and increased external partnerships with collaborative research.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

**Occupational Therapy**– Three faculty positions, three support staff positions, and adjunct faculty are being requested. Faculty-to-student ratios are used in all laboratory courses to ensure the competence and safety of future graduates. Due to the specialization of faculty, multiple areas of clinical expertise are necessary onsite. In addition to the clinical areas of expertise, two of the requested faculty positions will serve administrative roles including the Occupational Therapy Assistant Program Director and the Assistant Academic Fieldwork Coordinator. These administrative roles are required to provide management of the expanded program, provide increased support for finding and supervising part-time and full-time student clinical affiliations and practicums, and for managing occupational therapy service provision within one or more inter-professional clinics. The staff positions are required to provide clerical support and IT support for the expanded program. The adjunct faculty salaries are required to provide instruction in highly specialized areas of clinical expertise that are not represented by the full time faculty.

**Speech Language Pathology Programs Access and Cost Reduction for Idaho Students** – Six and ½ faculty positions and two staff positions. One-to-one faculty-to-student ratios are used in all clinical experiences to ensure the competence and safety of future graduates. 50% of one faculty position will be funded with existing institutional funds. Three faculty positions exist but are currently funded from professional fees paid by students. With this request, state appropriated funding will fund these positions. Multiple areas of clinical expertise are necessary onsite. The staff positions are required to provide clerical support and IT support for the expanded programs.

**Access to Nursing Programs in SE Idaho** – Four and ½ faculty positions and five staff positions. One faculty for every 10 students is needed due to accreditation requirements and to ensure the competence and safety of future graduates. The staff positions are required to provide clerical, IT support, as well as student advising for the expanded programs.

**Mental Health Need and Retention** – One Psychologist/Counselor position.

**Health Sciences Student Recruitment and Retention** – Two administrator positions and three staff positions are being requested to support student recruitment and retention at ISU. An Assistant Vice President of Clinical Services, a Director of Rural Outreach Training & Interprofessional Education, a

Marketing and & Promotion Coordinator, a Student Recruitment Coordinator, and an administrative assistant to support the Assistant Vice President of Clinical Services.

**Rural Health Research & Statewide Health Work-Force** – One Assistant Professor of Health Geography, one Assistant Professor of Implementation Science/Quality Improvement, and one Epidemiologist/Biostatistician.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

**Attached Spreadsheet of Positions**

**Occupational Therapy** - Total Personnel Costs: \$591,400

**SLP Access & Cost Reduction for ID** - Total Personnel Costs: \$869,400

**Access to Nursing Programs in SE Idaho** - Total Personnel Costs: \$682,000

**Mental Health Need and Retention** - Total Personnel Costs: \$92,600

**Health Sciences Student Recruit. & Ret.** - Total Personnel Costs: \$538,900

**Rural Health Res. & Statewide Work Force** - Total Personnel Costs: \$368,500

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

**Occupational Therapy** - This line item request is for new faculty positions and support personnel. The current occupational therapy faculty members in Pocatello will continue to assist in teaching the extended cohort using distance learning technology, online content, and onsite classes, clinics and laboratory sessions.

**Speech Language Pathology Programs Access and Cost Reduction for Idaho Students** – This line item request is for new faculty positions and support personnel. The current speech language pathology faculty members in Pocatello and Meridian will continue to assist in teaching the extended cohort using distance learning technology, online content, and onsite classes, clinics and laboratory sessions.

**Access to Nursing Programs in SE Idaho** - This line item request is for new faculty positions and support personnel. The nursing faculty members in Pocatello and Meridian will continue to assist in teaching the extended cohort using distance learning technology, online content, and onsite classes, clinics and laboratory sessions.

**Mental Health Need and Retention** – This line item request is for a new Psychologist/Counselor. The current ISU counselors will continue to assist in the

mental health needs of ISU students. This position will work extensively with ISU's counseling and testing services in Student Affairs.

**Health Sciences Student Recruitment and Retention** – This line item request is for new professional staff positions and support personnel. Current clinical faculty members located throughout the state will work extensively with the Clinical Services AVP to enhance the clinical experiences for students and the patients/clients. The Director of Rural Outreach Training & Interprofessional Education will work with the Interprofessional Affairs Council to identify common curricular themes and how to implement interprofessional education in each of the varied health care programs at ISU and to develop an extensive outreach training and professional continuing education system in Idaho. The director of Marketing and Promotion and the Student Recruitment Coordinator will work with existing programs and the marketing and communications office at ISU. Student recruitment and retention will be enhanced to help address the State Board of Education's 60% goal.

**Rural Health Research & Statewide Health Work Force** – This line item request is for new faculty positions and an epidemiologist/biostatistician. Current tenured and clinical faculty members located throughout the state will work with the Department of Labor, Office of Rural Health, professional organizations, and community health partners to identify health workforce needs and coordinate training opportunities.

- c. List any additional operating funds and capital items needed.

**Occupational Therapy** – An ongoing request for additional operating funds and one-time capital outlay will be required during the first year to support supplying the new offices with essential items, purchasing computers and office equipment for the new faculty and staff, providing lab equipment/instrumentation tools to support instruction in the expanded program, as well as funding for travel, communications and materials and supplies and equipment that fall below the \$5K SCO capitalization threshold will also be needed.

**Speech Language Pathology Programs Access and Cost Reduction for Idaho Students** – A one-time request for capital outlay will be required for supplying the new offices with essential items, purchasing computers and office equipment. Ongoing funding for travel, communications, materials and supplies and equipment that will fall below the \$5K SCO capitalization threshold will also be needed.

**Access to Nursing Programs in SE Idaho** A one-time request for capital outlay will be required for supplying the new offices with essential items, purchasing computers and office equipment. Ongoing funding for travel, communications, materials and supplies and equipment that will fall below the \$5K SCO capitalization threshold will also be need.

**Mental Health Need and Retention** – A one-time request for capital outlay will be required for supplying the new office with essential items, purchasing a

computer and office equipment. Ongoing funding for communications, materials and supplies and equipment that will fall below the \$5K SCO capitalization threshold will also be needed.

***Health Sciences Student Recruitment and Retention*** – A one-time request for capital outlay will be required for supplying the new offices with essential items, purchasing computers and office equipment. Ongoing funding for travel, communications, materials and supplies for the office and marketing efforts, and equipment that will fall below the \$5K SCO capitalization threshold will also be needed.

***Rural Health Research & Statewide Health Work Force*** – A one-time request for capital outlay will be required for supplying the new offices with essential items, purchasing computers and office equipment. Ongoing funding for travel, communications, materials and supplies and equipment that will fall below the \$5K SCO capitalization threshold will also be needed.

**Ongoing Requests for Operating Expense:**

<i>Travel</i>	<i>\$80,000</i>
<i>Communications</i>	<i>\$49,500</i>
<i>Materials/Supplies/Equipment</i>	<i>\$226,700</i>

**Total Request for Ongoing Operating Expense: \$356,200**

**One-Time Request for Capital Outlay:**

<i>Office Furniture</i>	<i>\$60,000</i>
<i>PC and Workstations</i>	<i>\$60,000</i>
<i>Clinic Equipment</i>	<i>\$150,000</i>

**Total Request for One-Time Capital Outlay: \$270,000**

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

***Occupational Therapy-*** The salaries for the four positions will be ongoing as well as the group position funding. Operating expenses for travel, supplies, communications, etc. will also be ongoing. The one-time request for capital outlay will be needed to provide the necessary resources for the expansion.

***Speech Language Pathology Programs Access and Cost Reduction for Idaho Students*** – The salaries for the eight and a half positions will be ongoing. Operating expenses for travel, supplies, communications, etc. will also be ongoing. The one-time request for capital outlay will be used for computers and workstation equipment.

***Access to Nursing Programs in SE Idaho*** – The salaries for the nine and a half positions will be ongoing. Operating expenses for travel, supplies, communications, etc. will also be ongoing. The one-time request for capital outlay will be used for computers and workstation equipment.

***Mental Health Need and Retention*** – The salary for the one position will be ongoing. Operating expenses for supplies, communications, etc. will also be ongoing. The one-time request for capital outlay will be used for computers and workstation equipment.

***Health Sciences Student Recruitment and Retention*** – The salaries for the five positions will be ongoing. Operating expenses for travel, supplies, communications, etc. will also be ongoing. The one-time request for capital outlay will be used for computers and workstation equipment.

***Rural Health Research & Statewide Health Work Force*** – The salaries for the three positions will be ongoing. Operating expenses for travel, supplies, communications, etc. will also be ongoing. The one-time request for capital outlay will be used for computers and workstation equipment.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

***Occupational Therapy*** – Idaho students who seek an education to become a licensed occupational therapist benefit from this request since twice the number of seats in the occupational therapy program will become available within the state. The cost of an in-state 3-year graduate program is substantially less than out-of-state or private academic institutions. Increasing the number of seats in an Idaho occupational therapy program will provide more opportunities for Idaho residents to receive education they desire while reducing the student debt incurred through pursuing that education. Expansion of this program provides convenience to students who live in the western part of Idaho, and it allows them to capitalize on the clinical placement in the Treasure Valley without having to travel. This expansion will also serve the needs of patients in the state of Idaho as occupational therapists are in high demand to provide patient care.

Idaho employers seeking to hire physical therapists will benefit because the number of graduating therapists within Idaho will double within 3-4 years. There is a tremendous need for occupational therapists in the state.



Idaho residents in need of occupational therapy services will benefit because there will likely be an increased number of licensed, practicing therapists in the state within 3-4 years of expanding the program.

***Speech Language Pathology Programs Access and Cost Reduction for Idaho Students*** – Idaho students who seek an education to become a licensed speech language pathologist benefit from this request since we will be opening another 16 graduate seats in the speech language pathology MS program. The cost for Idaho students to receive either the pre-professional or MS degrees will be substantially reduced. Increasing the number of seats in the speech language pathology programs will provide more opportunities for Idaho residents to receive the education they desire while reducing the student debt incurred through pursuing that education. Expansion of this program provides convenience to students who live in Twin Falls, and it allows them to capitalize on the clinical placement in the Magic Valley without having to travel. This expansion will also serve the needs of patients in the state of Idaho as speech language pathologists are in high demand to provide patient care.

Idaho employers seeking to hire speech language pathologists will benefit because a greater number of licensed providers will be available to hire. There is currently a shortage of speech language pathologists in the state. This will allow more students to enroll in these programs and help to fill this enormous need within the state.

Idaho residents will benefit because they will have access to a greater number of licensed speech language pathologists. There is a greater need for speech language pathologists in schools and Idaho residents will benefit from public schools having a greater number of providers in the state. As over 300,000 Baby Boomers age in the state of Idaho, they will benefit because there will be an increase in providers as their need for care in skilled nursing facilities, hospitals, home care, and rehabilitation clinics increase.

***Access to Nursing Programs in SE Idaho*** – Idaho students who seek an education to become a Registered Nurse benefit from this request since within three years 30 new seats will become available in the accelerated nursing program and 30 new seats will become available in the BS Completion Nursing program. Increasing the number of seats in Idaho will provide more opportunities for Idaho residents to receive education they desire. Expansion of this program provides convenience to students who live in the eastern and southern parts of Idaho, and it allows them to capitalize on the clinical placements in Twin Falls and in Idaho Falls without having to travel. This expansion will also serve the needs of patients in the state of Idaho, as there is a shortage of Registered Nurses.

Idaho employers seeking to hire Registered Nurses will benefit because a greater number of licensed providers will be available to hire. These nursing programs will have been expanded directly to eastern Idaho where the greatest current and projected need for these providers exists. Employers and recent nursing student graduates will likely have had some previous experience working

with each other during clinical experiences that students received while at ISU. Employers will have a better understanding of the recent graduates' values and attitudes and how they will fit within their organization. This will likely lead to less attrition.

An increase in Registered Nurses will benefit Idaho residents because nurses protect, promote, and optimize the health of those for whom they are responsible. They play a significant role in health promotion and disease prevention, alleviate pain and suffering, and advocate for individuals, families, and communities. Idaho residents will benefit by having additional providers who play a significant role in the overall health of people.

***Mental Health Need and Retention*** – Studies show that 27% of all college students experience some type of mental health problem. Today's college students are facing a serious mental health crisis. One reason for the uptick in demand for counseling is the fact that mental health treatment has drastically improved. Students who previously would not even have been able to attend college can now go because of advanced medication and other forms of treatment. The good thing is that this means that more students have access to a college education, but it also means that ISU's counseling center is having a harder time keeping up with its students' needs. Idaho students will benefit from having an additional provider to help them live healthier lives and succeed academically. It will reduce the amount of wait times for counselors to see students who are seeking assistance.

***Health Sciences Student Recruitment and Retention*** – Idaho students will benefit from additional educational experiences offered by additional clinical sites. This has the potential to increase the number of available seats within the highly sought after health science programs. Offering services to underserved populations enhances the students' experience and knowledge and will make them better health care providers. Research has shown that students who have more interprofessional educational experience and training become better health care providers. Finally, this initiative will allow us to directly address the State Board of Education's 60% goal by attracting rural and minority students to health science careers.

Increasing the number of rural and minority students and developing additional clinical sites in Idaho will allow ISU to allow additional students to enroll and graduate. Clinical placements have proven to be a challenge for ISU because of the limited clinical sites available for student experience and instruction. Idaho employers seeking to hire qualified clinicians will benefit from additional students graduating. These students will be well equipped to provide quality health care. Recruiting and retaining clinicians in underserved areas is difficult and remains challenging for Idaho. Meeting the current need is difficult enough, but the demand for services is expected to grow significantly in the coming years. Having more qualified/experienced clinicians graduating will assist in meeting this

demand. Idaho employers will also benefit from extensive and comprehensive interprofessional education and rural training experiences where they can receive higher levels of training and education over the course of their academic careers.

Idaho residents will benefit because they will have access to clinics and faculty expertise. With the ever-increasing underserved, underinsured/uninsured, and elderly populations, the demand for health care services will only increase. Expansion of ISU clinics in number of locations and/or the number and types of services offered will enhance Idaho resident access to health care services. The availability of accessible and efficient health care in rural Idaho is substantial and a growing concern. Research shows that those who obtain regular primary care receive more preventive services, are more likely to comply with their prescribed treatments, and have lower rates of illness and premature death. Increasing rural health care training and interprofessional education opportunities will translate into more qualified/experienced health care providers within the state. This will translate into a safe and cost-effective health care environment and will position Idaho to potentially meet its growing rural health care needs. Finally, ISU health sciences faculty are experts in their fields and can provide cutting edge care to these vulnerable populations who otherwise may not have access.

***Rural Health Research & Statewide Health Work-Force*** – Expanding the rural, health outcomes and quality research agenda in the Kasiska Division of Health Sciences will provide the state with much needed data and research support, ultimately improving the care provided to Idahoans and identifying workforce trends to guide enrollment planning and student recruitment. The ultimate goal is to provide guidance to the academic programs based on real world needs.

Enhancing the rural, health outcomes, and quality research agenda of the University will enhance community partnerships, improve the quality of health care provided in the state, and ultimately advance patient care. Data collection and analysis is essential to understanding the challenges in rural communities throughout Idaho. Employers will benefit from these efforts because it will allow ISU to focus on addressing the workforce needs of Idaho's health care providers. Many rural communities in Idaho are faced with unique health and health care challenges such as access to affordable and quality care, health inequities, high rates of chronic disease, lack of mental health services and shortages of health care providers. These obstacles reinforce the need for more research and innovation to improve health outcomes in these communities.

**AGENCY: Office of the State Board of Education**

Agency No.: 510

FY 2020 Request

FUNCTION: Idaho State University,

General Education

Function No.: 03

Page \_\_\_\_ of \_\_\_\_ Pages

ACTIVITY: Assessment and Learning

Original Submission X or

in Knowledge Spaces

Activity No.:

Revision No. \_\_\_\_

A: Decision Unit No: <b>12.02</b>		Title: <b>ALEKS Funding</b>			Priority Ranking 2 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	0.00				0.00
PERSONNEL COSTS:					
1. Salaries	0				0
2. Benefits	0				0
3. Group Position Funding	\$37,500				\$37,500
TOTAL PERSONNEL COSTS:	\$37,500				\$37,500
OPERATING EXPENDITURES by summary object:					
1. Materials & Supplies – purchase of ALEKS Tests (\$25 x 1348)	\$33,700				\$33,700
TOTAL OPERATING EXPENDITURES:	\$33,700				\$33,700
CAPITAL OUTLAY by summary object:					
1. PC and workstation	\$8,800				\$8,800
TOTAL CAPITAL OUTLAY:	\$8,800				\$8,800
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$80,000				\$80,000

**Description:**

The ALEKS (Assessment and Learning in Knowledge Spaces) is a web-based AI assessment and learning system. ALEKS is based on Knowledge Space Theory, and ALEKS assesses each student as an individual, and does so continuously as the student performs the test by using AI to map the student's knowledge, based on responses to test questions. This assists ISU with placing students in the appropriate math course for their knowledge level. ALEKS placement helps students to be successful in their math coursework. This, in turn, removes one of the biggest obstacles to student success and progression toward their academic goals, aiding retention, helping them graduate sooner and saving them money.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

A total of \$80,000 is requested to support the provision of ALEKS testing (a math placement test necessary for placement into math courses at ISU). This amount will pay for the cost of the test itself (\$25) as well as for the cost of proctoring the exam (\$15 per hour).

The agency staffing level for this activity is currently staffed by one (1) full-time testing coordinator, as well as multiple student employees who act as proctors for the ALEKS test exams, as well as other tests provided and proctored by the Testing Center.

The testing center at ISU is self-funded. Revenue is earned when students take tests provided by one of our testing partners, and pay the associated fees with the test. Students pay proctoring fees in some (rare) instances.

Testing revenue heavily subsidizes the mental health counseling functions at ISU, but revenue has been declining for the last two years since the COMPASS math and English placement tool was eliminated.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Student employees are hired to act as proctors for the ALEKS exams. Students are limited to work no more than 25 hours per week. Most students are not able to work this many hours. Students are not eligible for benefits unless they work in excess of 25 hours per week for more than 12 weeks in a rolling 12 month period.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

Currently, a full-time, twelve (12) month, testing coordinator position is utilized to administrate ALEKS testing in conjunction with the many other tests that are coordinated by the Testing Center. This is a full time position, and we have been charging a portion of the employee's time each month to the ALEKS project.

- c. List any additional operating funds and capital items needed.

Because ALEKS is a computer based test, replacing computers every four years is a prudent measure. Further, computer and data security cannot be guaranteed

when computers are more than four years old, according to the IT department at ISU.

The testing center has approximately 30 computers that must be replaced on a rotating schedule. We aim to replace 8 computers per year at approximately \$1,100 apiece.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

All of the requests are on-going expenses. Students will take the test each year in advance of registration in order to be appropriately placed. The group part time request will cover student proctors needed to monitor the testing. The materials and supplies will cover the costs of the ALEKS testing, and the capital expenditures will replace  $\frac{1}{4}$  of the computers each year, so that every four years, all computers have been replaced, and none are older than four years.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Potential and current ISU students are served by this request. The ALEKS test is used to place students into an appropriate math course, based on their test results. The ALEKS placement test increases the odds of retention, saves students money, and helps them graduate faster by placing them into the most appropriate math class as they start their college career. The ALEKS system allows students to take the exam up to 5 times. Between each administration of the exam, students complete study modules that help them refresh previously learned skills. When they retake the exam, they are more likely to match to a class more in line with their abilities and needs at that time. This reduces the likelihood that students will fail their exams and need to retake classes.

If this is not funded, students will be required to pay for the test, as well as the proctoring fees. During FY 18, this would have cost students an average of \$124. The ALEKS test is \$25, and students can take the test up to 5 times with this fee. Proctoring fees are \$15 per hour, and the test takes, on average, 2 hours. Students would pay a minimum of \$55 for the test, and up to \$175 if they take the test the full five times, as proctor fees are required each time the student tests. Such fees are handled in a variety of ways across the 5 public institutions of higher education using ALEKS. Providing funding to allow students and prospective students to take the exam free of charge will further reduce barriers to access college and make it more likely students will be retained and succeed.

AGENCY: College and Universities

Agency No.: 510

FY 2020 Request

FUNCTION: University of Idaho

Function No.: 04

Page \_\_1\_\_ of 13 Pages

ACTIVITY:

Activity No.:

Original Submission X or

Revision No. \_\_\_\_

A: Decision Unit No: <b>12.01</b>		Title: <b>Student Success &amp; Support</b>			Priority Ranking 1 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	10.00				10.00
PERSONNEL COSTS:					
1. Salaries	\$570,300				\$570,300
2. Benefits	253,400				253,400
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$823,700				\$823,700
OPERATING EXPENDITURES by summary object:					
1. Travel for professional staff	\$41,500				\$41,500
2. General operating	146,000				146,000
TOTAL OPERATING EXPENDITURES:	\$187,500				\$187,500
CAPITAL OUTLAY by summary object:					
1. PC and workstation (OT)	\$35,000				\$35,000
TOTAL CAPITAL OUTLAY:	\$35,000				\$35,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$1,046,200				\$1,046,200

**Description:**

This proposal enables the University of Idaho and Division of Student Affairs to uphold both the State Board of Education objectives and the University of Idaho strategic plan by providing essential support to University of Idaho students, resulting in improved student retention and success. This will be achieved by:

- adding personnel in the areas of crisis management and care (four Student Support Case Managers)
- providing critical care and support for students diagnosed on the autism spectrum and various other significant disabilities, which are served by the Raven Scholars Program and the Center for Disability Access & Resources office

- providing much needed support for students through educational outreach efforts (through the hiring of graduate students to engage students as well as increasing educational output resources)
- investing in critical staffing infrastructure improvements in our Counseling & Testing Center

### Questions:

#### 1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

We are requesting personnel and operating expenses for the following:

**Student Support Case Managers.** Student Affairs is requesting funds for four (4) case managers who would provide intervention and short-term counseling/referral support for students in the following areas:

1. Counseling & Testing—Student Mental Health
2. Dean of Students—Crisis Intervention and Faculty Student Support
3. Dean of Students—Veteran and Special Population Support
4. Dean of Students—Boise area and Student Affairs Generalist support

The case managers would assist with the following areas for student support: suicide prevention programming, medical withdrawals, coordinate mental health assessments programs, managing the CARE team (Note: The CARE team is the University's Behavior Intervention Team for individuals reported for concerning behavior from the campus community), assist students who are veterans with navigation of the Veteran Affairs federal support programs and agencies, alcohol and other drug agency support and assistance, coordination of response in conjunction with local and regional hospitals and mental health facilities, and assistance for faculty in addressing behaviors of concerns in and out of the classroom setting, and provide support to students in the Boise/Southern Idaho area as needed. The case managers would coordinate with community mental health providers and provide follow-up care for discharged students, impacting student retention and success.

The University of Idaho faces a number of significant challenges in providing appropriate mental health services to students with severe and persistent mental health issues. The main campus of the University of Idaho is located in Moscow, Idaho. Given the size of the community (approx. 25,000 individuals), the availability of community resources is limited. The nearest facility for in-patient treatment is 40 miles away (Lewiston). At times, students have had to wait for several days in the local hospital until a longer-term option is available. As a result, early intervention and crisis mitigation will result in better long-term care for students in crisis as well as those individuals with whom they interact on campus.



These students of concern have frequently been in long-term treatment prior to their arrival on campus and often require continued treatment in order to manage their mental health issues. The CTC has provided longer-term treatment to students whenever possible, but this has become increasingly difficult to do for all students who request it given the significant increase in demand for mental health services on campus in the past several years. Case Managers will assist students in identifying mental health resources that are available in the community and coordinate services with these community providers. In addition, the Case Managers will play a critical role in engaging students early when reports of concern arrive in order to best connect them with campus and community support resources. The case managers will have a number of responsibilities, including crisis intervention and triage to high acuity clients who are requesting urgent mental health services at the CTC and assistance with continuity of care for students evaluated and/or admitted to emergency facilities and/or regional psychiatric hospitals. In addition, the Case Managers will ensure continuity of care and assistance with off-campus treatment referral processes and provide guidance to students on issues such as health insurance, co-payments, reduced fee service providers and transportation. Finally, the Case Managers will develop collaborative relationships between community providers and campus support resources (such as the CTC, Dean of Students Office, etc.) which will allow clinicians to make more effective referrals for students who require specialized treatments.

The University has seen significant increases in students facing crisis. Students requesting medical withdrawals (primarily mental health related) rose 12% from 14-15AY to 15-16AY. At the same time, reports of concern (CARE reports) saw comparable increases. The CTC has experienced year-to-year increases in the number of students using mental health services: 11% for 14-15AY and 10% for 15-16AY. The CTC has experienced substantial increases in requests for emergency mental health services: 21% for 14-15AY and 7% increase for 15-16AY as well as a 43% increase in December 2016 as compared to a year ago.

In addition, the University has approximately 250 students who are using the G.I. Bill to attend the institution. Out of those individuals, approximately 95 are vets with disability ratings ranging from 20 to 100% disability. For a student to learn how to navigate the VA system is overly complex and difficult at best, and thus a Case Manager will provide much needed assistance to those individuals moving forward and increase retention rates for those individuals. This particular case manager will also work with special populations on campus (such as students in Greek Life and Athletics), establishing relationships of and assisting them navigating the campus challenges and personal crisis they may encounter.

During the 2016 calendar year, the University of Idaho lost four (4) students to suicide, three (3) within a 2-month span. After those student deaths, a Student Suicide Taskforce was convened to help identify next steps the University could take to address this alarming occurrence, one of the outcomes being increasing personnel to help directly engage students in crisis. Since 1999, the University has lost at least 13 students to suicide, and many more have left the institution due to the inability to connect with

adequate supports. Providing timely and coordinated responses to students in crisis prior to escalation is critical for retention and long-term success. This geographic region has minimal community supports and case managers have specialized training in intervention that allows them to assume a central role for coordinating emergency mental health services and improve the UI's ability to meet the demands related to these high-risk populations.

These four (4) positions will impact student retention. Measures of success will be known by the number of student interventions and retention rates of assisted students by semester. Lack of funding will impact student retention and increase support wait times for other students.

These positions directly support this goal by increasing the connection with campus and community/state/federal partners to better identify students of concern prior to escalation of behavior and to coordinate campus resources following critical incidents. The positions fill the lack of sufficient support staff needed to respond to incidents of crisis in a timely way, impacting student retention efforts and provide support to current staff support efforts. Student Affairs looks to improve remediation programs that focus on early intervention and consistent support across campus. These positions play key roles in early intervention efforts, helping to identify and address concerning behavior prior to significant escalation. Students who engage in crisis level behavior have profound impacts on those around them, including friends, fellow students, faculty and staff. Many students are negatively impacted by suicide threats, attempts, completed suicides, overdoses and transports, disruptive and/or disturbing behavior. The tertiary impact of these types of critical incidents can be difficult to measure, but effective responses will determine whether some students are able to resolve the emotional trauma and remain in school. These positions are critical for supporting State Board of Education and University objectives and will positively impact the campus community and increase retention of impacted students.

The request for case managers follows national trends of establishing positions that engage students in early-on reports of concern to connect with resources for better retention and graduation. Boise State University established a similar position several years ago, hiring a social worker to manage CARE reports, engage directly with students of concern, and refer to campus and community supports. This position is now an Associate Dean of Students at Boise State. An additional position was added to engage another high-risk population (i.e. students from foster homes) to help with retention efforts. Both individuals have social work backgrounds and have positive impacts on the student experience and retention efforts.

**Raven Scholars Program.** Student Affairs is requesting permanent funding for a Program Coordinator for the Raven Scholars Program, located within the Center for Disability Access and Resources (CDAR). The position is currently funded from gift fund resources; continued funding of the position is contingent on sufficient donor resources.

The Raven Scholars Program is a proven, award-winning pilot project that has served University of Idaho (UI) students with Autism Spectrum Disorder (ASD) since 2011. The Program develops an individualized, supported transition for ASD students by providing wraparound services to sustain their college success and improve their retention. Raven Scholars are supplied with preparation that individuals with ASD typically need in order to adapt to college; they also learn tools to overcome social deficits that may impair them in their interpersonal relationships and in their ability to self-advocate. The Program won the May Dunn Ward Innovative Program Award in 2012 for creativity in addressing student learning. Connected with campus services and ASD-specific learning modes that help them thrive academically and socially, Raven Scholar participants are better equipped to handle the stressors of the UI experience. The Program makes UI unique by providing a platform from which ASD students become capable adults in society with an education that will enhance their ability to lead highly functional lives. Participants are also more likely to return UI's investment in them to the State of Idaho through improved employment rates and enhanced economic participation.

The need for postsecondary ASD educational services is certain to increase due to a continued rise in the rate of ASD diagnosis, especially of high functioning individuals, who are more likely to seek a college education. In fact, the Fall 2017 semester saw the Raven Scholars Program enrollment increase 46% over last year, with 22 students enrolled. The Program has been operating under a gift budget, which will end by fall 2018. The Raven Scholars Program will not survive beyond the 2018 fiscal year without permanent funding support, and permanent standing will provide stability for UI's ASD population. Without the program, a dramatic drop in the rate of retention will occur.

The Raven Scholars Program is a support program to Center for Disability Access and Resources (CDAR). The Program greatly relieves the impact on other CDAR staff by providing for ASD-specific needs. Without the Program, CDAR would not have the staff and resources to provide sustained contact, service coordination, and wraparound services for ASD students. The Raven Scholars Program also supports two of UI's Strategic Plan Goals, namely, to transform and to cultivate a diverse community.

The Program improves the lives of ASD students by augmenting their academic success and their acceptance into the diversity of the UI community. Raven Scholars participants have an excellent retention rate at over 82% since the Program's founding in 2011 and 88% since 2013. Additionally, the Raven Scholars Program is key to educating on ASD to UI faculty, staff, students, and to the Moscow community.

**Center for Disability Access and Resources (CDAR):** Student Affairs is requesting permanent funding for two critical support positions—Assistive Technology Specialist (ATS) and C-Print Program Coordinator in the Center for Disability Access and Resources (CDAR). These positions are currently funded from temporary financial resources within Student Affairs; continued funding is contingent on sufficient resources from salary and operating reserves within the division. Permanent funding ensures the positions will be

maintained so students with disabilities are provided equal access to materials, adaptive equipment and provided support so they have access to classes, programs and services.

The University of Idaho is committed to meeting the unfunded federal mandates as set forth by federal law and providing equal and integrated access for individuals with disabilities to all the academic, social, cultural and recreational programs it offers. This commitment is consistent with legal requirements, including Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) of 1990, and embodies the university's historic determination to ensure the inclusion of all members of its communities. CDAR promotes self-determination and self-advocacy of students with disabilities throughout the university community. CDAR partners with various academic and administrative units on campus to ensure the students with disabilities are provided the opportunity to achieve their utmost potential. CDAR provides services to the University community in order to offer leadership and provide management in University-wide programs for students with disabilities, facilitate independence in academic, emotional, social, and physical arenas of life, and assist in the orientation of students with disabilities. CDAR provides services that educate faculty and staff about disability awareness and strategies for interacting with students who have disabilities, disseminate information pertaining to laws affecting students with disabilities, and provide services and accommodations that will allow students the opportunity to be successful in an academic setting. CDAR provides services in order to collaborate with other support agencies on campus and in the community to support all aspects of students' college experiences.

The Assistive Technology Specialist (ATS) coordinates and supervises the Alternate Media/Text and Assistive Technology Programs to ensure that students with disabilities receive equal access to materials related to their college experience as well as have the appropriate adaptive equipment to provide equal access to university classes, programs, and services. The Individuals with Disabilities Education Act Sec. 300.105 Assistive Technology, each public agency must ensure that assistive technology device or assistive technology services, or both, as those terms are defined in Sec. 300.5 and 300.6.

The C-Print Coordinator provides reasonable and appropriate accommodations for students with auditory disabilities by coordinating and implementing innovative and up-to-date speech-to-text services. Managing and direct supervision of captioning staff monitors captioning software and computer hardware and updates policies as needed to ensure students receiving captioning services are accommodated fully and properly in accordance with the Americans with Disabilities Act and Section 504 Laws. Higher education institutions in the US are legally required to provide closed captioning for recorded lectures, online courses, class materials, and other video content used for teaching and learning.

This proposal is requesting support for two positions to align with compliance with specific university, state, federal or other regulatory directives. Lack of funding impact the institutions ability to remain in compliance with the legal requirements mandated by the federal government

**Counseling & Testing Center:** The Counseling and Testing Center (CTC) is proposing a new psychologist position to provide administrative coordination of mental health services to University of Idaho students. The Assistant Director for Counseling & Testing Services and Director of Clinical Services, would have primary administrative responsibility for a wide range of activities that support mental health services provided by clinicians and are aligned with the university's and CTC's mission and strategic goals. The Assistant Director would supervise five clinicians who have programmatic responsibility for the following clinical services: emergency mental health services, treatment of psychological trauma, alcohol and other drug treatment, group counseling services, and diagnostic testing services for cognitive and psychiatric disorders. The Assistant Director would work with the Director Counseling & Testing Center and clinical staff to develop a broad range of clinical services to respond to the mental health needs of our student population.

The Assistant Director would also have primary responsibility for a broad range of administrative tasks that are critical for management of mental health services. These would include the development of clinical services policies that reflect best practices in the mental health field, establishment of a quality assurance and utilization review procedures and evaluation of clinical outcomes to determine efficacy of treatment. The Assistant Director would have primary responsibility for coordinating all mental health services at the CTC, including crisis intervention. In addition, the Assistant Director will take the lead role in administering the CTC's participation in the Center for Collegiate Mental Health (CCMH) and the National College Health Association (NCHA) projects which evaluate mental health trends in the college student population. Finally, the Assistant Director would join the CTC's administrative team that includes the Director, Training Director and Assistant Director for Outreach and Consultative Services.

**Vandal Health Education:** The Assistant Director of Vandal Health Education will provide oversight for Alcohol & Other Drug (AOD) initiatives that would better serve the needs of UI students and meet the growing demands of the Vandal Health Education department. The Assistant Director position would replace the AOD Program Coordinator position and would be responsible for coordinating substance abuse prevention efforts in addition to supervising the AOD Graduate Support Assistant, maintaining a robust peer education program, and serving as a campus resource for all substance use related initiatives and questions. The Assistant Director would lead all campus health initiatives related to substance use, create networks and collaborate with campus and community partners, and develop collegiate recovery program to support students in recovery. The Assistant Director will also use evidence-based strategies to reduce harm related to other drug use, including but not limited to marijuana, stimulants and other prescription drugs, and opiates; an area of our campus health initiatives that has not been as advanced as it could or should be. The Assistant Director will coordinate alcohol and other drug education for all students who violate the Student Code of Conduct related to alcohol or other drug use.

This proposal is requesting funding support for one Assistant Director of Vandal Health Education to lead health initiatives for students at the University of Idaho. These initiatives serve the mission of the university by impacting student retention efforts, supporting

students through education who may engage in high-risk behavior in high-risk environments, and help to create a healthy living and learning environment.

**Counseling & Testing Center:** The Counseling & Testing Center is proposing to reallocate the funding for a full-time clinical psychologist from the dedicated student activity fee to state appropriated funding sources. The position is a full-time 12-month appointment. The psychologist conducts psychological service activities, crisis intervention, assessment, case management and is expected to conduct research and scholarship activities. When the position was created, institutional funding was not available to cover the salaries and fringe benefits therefore a request to seek student fee resources was made and approved by the students. This request will transfer the commitment from the student's tuition and fees to state appropriated resources in an effort to provide a reduction in fees each student pays to attend the university.

The request for funding these positions supports the CTC's mission and strategic goals to advance the academic mission of the university by facilitating students' educational, personal, social, and cultural development in order to promote success and persistence within the university.

**Vandal Health Education:** Vandal Health Education (VHE) is proposing two Graduate Support Assistant (GSA) positions: one position will support Alcohol and Other Drug initiatives and the second will support Sexual Health initiatives. VHE gives over 100 educational seminars and workshops upon request to a variety of student groups, living communities, and classrooms each semester. The workshops address health education topics meant to engage students in conversations so that they can make informed decisions about their own health and well-being. One GSA would work closely with the Assistant Director for Vandal Health Education to adequately train peer educators to deliver workshops around alcohol and other drugs with fidelity, seek out and build relationships with campus partners and living groups that have not previously accessed VHE workshops. The GSA would monitor program effectiveness and enhance workshop components, update program concepts and modules as more research develops around marijuana and other drugs on a college campus. A GSA focused on outreach workshops around substance use would enable the Assistant Director to focus more broadly on evidence-based strategies, creating and supporting a healthy campus culture, and developing a robust peer education program.

A VHE GSA for sexual health initiatives would be responsible co-creating, organizing, implementing, and evaluating Vandal Health Education's sexual health outreach initiatives, including, but not limited to workshops available upon request and our panel discussions that we implement for targeted populations. The GSA would maintain relationships with other campus departments who also conduct outreach related to healthy sexuality in order to ensure programs are delivered according to best practice, and to connect targeted groups with the university's health services. Additionally, the rates of sexually transmitted infections are rising nationally and the rates of protection are decreasing creating the need for VHE to be more proactive and comprehensive in sexual health outreach. The GSA would support the Director of Health Promotion in conducting

focus groups to ultimately create and distribute a healthy sexuality campaign, and monitor and enhance our condom distribution program.

This proposal is requesting funding support for two Graduate Support Assistants to help lead health initiatives for students at the University of Idaho. These two positions are in alignment with increasing educational and professional development opportunities for graduate students while at the same time impacting the campus living and learning environment of students. These initiatives serve the mission of the university by supporting students, creating a healthy learning environment and impacting student retention. Lack of funding will affect expansion of Alcohol & Other Drug and Sexual Health programs key to students fulfilling their educational goals.

## **2. What resources are necessary to implement this request?**

### **a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.**

1. Position: Student Support Case Manager, Student Mental Health, Counseling & Testing Center, 1 FTE, \$55,000, Exempt, Benefits Eligible, Date of Hire: Start FY19
2. Position: Student Support Case Manager, Crisis Intervention and Faculty Student Support, Dean of Students, 1 FTE, \$55,000, Exempt, Benefits Eligible, Date of Hire: Start FY19
3. Position: Program Coordinator, Raven Scholars Program, 1 FTE, \$48,000, Exempt, Benefit Eligible, Date of Hire: Start FY19
4. Position: Student Support Case Manager, Veteran and Special Population Support, Dean of Students, 1 FTE, \$55,000, Exempt, Benefits Eligible, Date of Hire: Start FY19
5. Position: Assistive Technology Specialist, Center for Disabilities, Access and Resources, 1 FTE, \$40,000, Classified, Benefits Eligible Date of Hire: Start of FY 19
6. Position: C-Print Program Coordinator, Center for Disabilities, Access and Resources, 1 FTE, \$38,750, Classified, Benefits Eligible, Date of Hire: Start FY 19.
7. Position: Assistant Director for Counseling & Testing Services & Director of Clinical Services, 1 FTE, \$80,000, Exempt, Benefits Eligible, Date of Hire: Start FY 19

8. Position: Student Support Case Manager, Student Affairs Generalist (Boise Area), Dean of Students, 1 FTE, \$55,000, Exempt, Benefits Eligible, Date of Hire: Start FY 19
9. Position: Assistant Director Alcohol & Other Drug, Vandal Health Education, 1 FTE, \$49,000, Exempt, Benefits Eligible, Date of Hire: Start of FY 19
10. Position: Clinical Psychologist, Counseling & Testing Center, 1 FTE, \$71,552 Exempt, Benefits Eligible, Date of Hire: Start FY 19
11. Graduate Support Assistants, Vandal Health Education, \$23,000, Graduate Students, Date of Hire: Start FY 19

**b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.**

**c. List any additional operating funds and capital items needed.**

1. Student Support Case Manager, Student Mental Health, Counseling & Testing Center
  - Staff Travel: \$5,000
  - Operating Expense: \$7,500
  - Capital Outlay: \$5,000
2. Student Support Case Manager, Crisis Intervention & Faculty Student Support, Dean of Students
  - Staff Travel: \$5,000
  - Operating Expense: \$7,500
  - Capital Outlay: \$5,000
3. Program Coordinator, Raven Scholars Program
  - Staff Travel: \$4,000
  - Operating Expense: \$15,000
  - Capital Outlay: \$5,000
4. Student Support Case Manager, Veteran & Special Populations, Dean of Students
  - Staff Travel: \$5,000
  - Operating Expense: \$7,500
  - Capital Outlay: \$5,000
5. Assistive Technology Specialist, Center for Disabilities, Access and Resources
  - Operating Expenses: \$15,000
6. C-Print Program Coordinator, Center for Disabilities, Access and Resources
  - Operating Expenses: \$15,000
7. Assistant Director for Counseling & Testing Services & Director Clinical Services, Counseling & Testing Center
  - Staff Travel: \$5,000
  - Operating Expense: \$10,000



- Capital Outlay: \$5,000
  - 8. Student Support Case Manager, Student Affairs Generalist Boise Center, Dean of Students
    - Staff Travel: \$5,000
    - Operating Expense: \$7,500
    - Capital Outlay: \$5,000
  - 9. Assistant Director, Alcohol & Other Drug, Vandal Health Education
    - Staff Travel: \$7,500
    - Operating Expense: \$40,000
    - Capital Outlay: \$5,000
  - 10. Clinical Psychologist, Counseling & Testing Center
    - Staff Travel: \$5,000
    - Operating Expense: \$3,000
  - 11. Graduate Support Assistants
    - Operating Expense: \$18,000
- 3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.**

All elements of this request, with the exception of capital outlay, are ongoing. There are no major revenue assumptions with the following exceptions:

1. Program Coordinator, Raven Scholars Program (1.0 FTE). This budget request is ongoing with the exception of capital outlay. Supplemental funding from carryover of the original trust will total approximately \$20,000 for FY 2019. The program also receives donations and funds raised by University Advancement; \$43,869 was received during 2017. Future donated funds can supplement programmatic activities such as Autism Awareness Month, social and life skills classes, peer-mentoring internships and other student engaging activities. While there are many grants for ASD research, there is a dearth of funds for behavioral, supported-transition programs like the Raven Scholars Program, especially at the postsecondary level. UI backing is critical to the survival of the Program.
  2. Clinical Psychologist, Counseling & Testing Center. (1.0 FTE) This budget request is ongoing. There are no major revenue assumptions. This position is currently funded from student fee resources. The request will transfer the commitment from student tuition and fees to state appropriated sources.
- 4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?**

1. This funding request for the Student Support Case Manager positions (4 FTE) is designed to serve all students. The University has seen significant increases in students facing crisis. Case Managers would provide crisis intervention and short-term counseling/referral support for students. Providing timely and coordinated responses to students in crisis prior to escalation is critical for the saving of lives, retention and long term success of students. Lack of funding will impact student retention and remediation efforts and increase the risk of health and safety to our campus community.
2. This funding request for support for the Raven's Scholars Program is designed to serve University of Idaho students with Autism Spectrum Disorder (ASD). If this request is not funded, the Raven Scholars Program will not survive beyond the 2018 fiscal year. This will result in a dramatic decrease in the number of students being served, impacting the retention and go-on rates for the University and the State of Idaho for a high-risk population requiring specific care and support for success.
3. This funding request for the Assistive Technology Specialist and C-Print Program Coordinator, Center for Disabilities, Access and Resources are designed to serve students with disabilities, ensure they have equal access and support for classes, programs, and services. In addition, these positions are required for institutional compliance with federal mandates.
4. This funding request for the Assistant Director of Counseling & Testing Center position is designed to administrate the services and programs offered by the Counseling & Testing Center. The CTC is a critical student service offering access to a wide range of counseling services at no charge for psychological, behavioral, or learning difficulties for all students. In addition, CTC provides outreach programs focusing on students developmental needs to help them benefit from the academic environment.
5. This funding request for the Assistant Director Alcohol & Other Drug is designed to serve all students. This would provide students with greater support for substance abuse prevention, educational programs, and other campus health initiatives.
6. This funding request for the Clinical Psychologist position is designed to eliminate the support from the dedicated student activity fees charged to students each semester and lower the cost of enrollment for all full-time students.
7. This funding request for the Graduate Support Assistants is designed to serve all students. These positions will support the Alcohol and Other Drug and Sexual Health Initiatives for Vandal Health Education.

AGENCY: College &amp; Universities

Agency No.: 510

FY 2020 Request

FUNCTION: University of Idaho

Function No.: 04

Page 1 of 7 Pages

ACTIVITY:

Activity No.:

Original Submission X or

Revision No. \_\_\_\_

A: Decision Unit No: <b>12.02</b>		Title: <b>Phase II: Library Investment</b>			Priority Ranking 2 of 2
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	5.75				5.75
PERSONNEL COSTS:					
1. Salaries	\$294,700				\$294,700
2. Benefits	146,000				146,000
3. Group Position Funding	50,000				50,000
TOTAL PERSONNEL COSTS:	\$490,700				\$490,700
OPERATING EXPENDITURES by summary object:					
1. Travel	\$7,500				\$7,500
2. Memberships	70,300				70,300
3. Travel for Memberships	30,000				30,000
4. Software Licenses	4,000				4,000
5. General Operating	3,000				3,000
TOTAL OPERATING EXPENDITURES:	\$114,800				\$114,800
CAPITAL OUTLAY by summary object:					
1. PC and workstation - OT	\$16,800				\$16,800
2. Non-standard inflation - <b>BASE</b>	397,000				397,000
3. New journal titles - <b>BASE</b>	453,600				453,600
4. Monograph purchases - <b>BASE</b>	427,700				427,700
5. Equipment - <b>BASE</b>	50,000				50,000
TOTAL CAPITAL OUTLAY:	\$1,345,100				\$1,345,100
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$1,950,600				\$1,950,600

**Description:**

This proposal will significantly increase the University of Idaho's capacity to support research and scholarship, student success, and outreach to the larger Idaho community. This increased capacity will enable the Library to expand resources and activities to match peer and aspirational peer institutions and to provide essential support for the University of Idaho as it expands its research portfolio.

**Questions:****1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?**

We are requesting personnel and operating expenses to enable the Library to provide a suite of services to University students and scholars that advance its research, teaching, and land-grant missions. We received partial funding in FY18, which funded two positions and provided one-time funding for non-standard periodical inflation and new journal titles.

Library collections are comprised of two main categories: books (monographs) and e-books and scholarly journals. Books are one-time purchases, while journals require an ongoing subscription cost. We are committed to building and maintaining collections that support faculty and student research and scholarly production in the University's areas of focus. If we do not continuously acquire new materials as they become available, we develop gaps in our collections that hinder faculty and student ability to produce cutting edge research. It is for this reason we are seeking base funding. The inflation rate for hardbound books is approximately 3% per year and the cost of e-books is projected to rise approximately 7%.

Scholarly journals (periodicals) reflect the nearly 90% of the University of Idaho Library's acquisitions. These publications are used by faculty and students as the primary vehicle to communicate research and build new knowledge. Publishing the results of research in prestigious journals is critical to faculty success. Access to scholarly journals is essential to the research process and lack of access to these journals can result in denial of grant funding. Publishers are aware of the competitive market for scholarly periodicals and the essential nature of their product; they control the pricing and have raised subscription renewal costs at rates that exceed the consumer price index for inflation. This is referred to as the "non-standard library materials increase" and funding to accommodate this was once part of the state's budget for all Idaho academic libraries.

For the past ten years, the University of Idaho has approved one-time funding to cover the non-standard library materials increase, the cost of which has risen approximately 6.5% each year for the past ten years. In FY07, we spent approximately \$2.15 million for scholarly periodicals. In FY17, we spent \$3.5 for these titles. We are requesting that non-standard library inflation be incorporated into the base to re-set the budget. While non-standard library inflation will continue to be a challenge for all Idaho's academic libraries, we will continue to work on re-establishing this as a line item in the state's budget.

We are also requesting \$50,000 be added to the base for equipment and infrastructure support. These funds will be used to replace computer systems and server components as required to provide on-going access, security, and support for our growing digital collections, which currently comprise about 15-20 TB of data. Library technologies requiring ongoing support also include those that support student learning and career preparation in the Making, Innovation, and Learning Laboratory and the technology supporting faculty research and skill development in the Center for Digital Inquiry and Learning. In addition to computers and servers, the Library supports 3-D printers, 3-D scanners, virtual reality technologies, and other new learning tools as well as older technologies such as microfilm readers and scanners. Access to these tools and fluency with their capabilities is essential to ensure students and faculty are able to produce the highest levels of knowledge and scholarship in today's world.

Our original request included funding for 50% of a shared marketing and communications position. After further evaluating our needs, we believe resources would be better used to fully fund the salary for an institutional repository programmer.

External peer reviewers note that, while the University of Idaho Library has the distinction of being the largest research library in the state, "within the larger world of research libraries, the University of Idaho Library has failed to measure up." This request for capital outlay, operating expenses, and personnel are designed to address this critique and develop a nationally recognized research library.

Specifically, the Library intends to achieve several goals:

- Increase support for First Year Experience instruction program (.75 FTE instructor)
- Support data management, deposit, reuse, and curation (1 FTE)
- Enable development of a robust institutional repository (1 FTE)
- Provide technical support for faculty in processing activities (1 FTE)
- Address new role of collecting and preserving institutional history (1 FTE)
- Support innovative learning with primary source materials (1 FTE)

These represent essential elements of the function of contemporary leading research libraries. Additionally, this support enables the University of Idaho to further grow its outreach to statewide libraries and museums. We currently share our expertise through webinars and workshops; much more statewide outreach could be done with additional support.

**2. What resources are necessary to implement this request?**

**a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.**

1. Position: Institutional repository programmer, \$74,200, FT, classified, benefit eligible, date of hire: July 2019
2. Position: University archivist, Assistant Professor, \$51,500, FT/FY, tenure-track, benefit eligible, date of hire: start AY20
3. Position: Resident Librarian, Instructor, \$36,100, FT/AY, non-tenure track, benefit-eligible, date of hire: start AY20
4. Position: Archivist for Instruction and Engagement, Assistant Professor, \$51,500, FT/FY, tenure-track, benefit eligible, date of hire: start AY20
5. Position: Metadata Librarian, Assistant Professor, \$51,500, FT/FY, tenure-track, benefit eligible, date of hire: start AY20
6. Position: Data services support, Library technician, \$29,900, FT, classified benefit eligible, date of hire, July 2019
7. Student employment: \$50,000

**b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.**

**c. List any additional operating funds and capital items needed.**

- Operating funds
  - Travel: \$7,500
  - Phones, supplies, etc.: \$3,000
  - Software licenses: \$4,000
  - Memberships and travel (total \$100,305 base)
    - Greater Western Library Alliance, \$16,000
    - Orbis Cascade Alliance, \$35,000
    - HathiTrust, \$15,000
    - Coalition for Networked Information, \$10,000
    - Research Data Alliance, \$5,000
    - Council on Library and Information Resources, \$5,000
    - Digital Library Federation, \$8,000
    - Scholarly Publishing and Academic Resources Coalition (SPARC), \$6,305
- Capital outlay (total \$1,328,300 base plus \$16,800 one-time)
  - Office furniture and computers: \$16,800
  - Non-standard periodical inflation added to base: \$397,000
  - New periodical titles added to base: \$453,600

- Monographs added to base: \$427,700
- Equipment (e.g., Microfilm reader/printers, scanners): \$50,000

**3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.**

With the exception of the start-up capital outlay for offices and computers, all of these budget requests are on-going investments.

Investments in Special Collections staff and memberships in appropriate library organizations heighten our ability to seek and secure external funding. The Library has been increasingly active in obtaining grants. For example, the Library recently secured a National Endowment for the Humanities grant in partnership with the Latah County Historical Society that will result in the preservation, digitization, and dissemination of unique privately-owned regional history resources.

Additionally, robust data curation and open access institutional repository infrastructure will increase competitiveness for grants across the University. These are areas that many granting agencies, including the National Science Foundation, Department of Defense, and the National Endowment for the Humanities have deemed crucially important. The positions in this proposal are essential to creating and maintaining this infrastructure.

**4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?**

This request is designed to serve all members of the university community (all disciplines, all types of research). It addresses student support from the beginning of a student's career through graduation, creating graduates who are competent and competitive in today's information-rich world. While our students may live in a media saturated environment, studies demonstrate that they are often unable critically evaluate information. Library information literacy instruction is essential in helping our students navigate the world of information that surrounds them as well as helping them construct research projects that are supported by authoritative studies. The University of Idaho Library has librarians assigned to each college to help students learn about how their area of study conducts research and the scholarship unique to the discipline. Students appreciate having these "personal" librarians who help them make connections to services and resources throughout their research process. Librarians troubleshoot a broad range of student concerns including financial aid issues, textbook costs, and the need for tutoring services as

well as more traditional library topics such as citation, copyright, and finding sources. Through formal and informal library instruction, students learn to engage with the language and scholars of their chosen fields; classroom instructors report improvements in student papers after library instruction sessions. Students value the library as much as their instructors. The popularity of the University of Idaho's recently remodeled collaborative study areas is a testament to student enthusiasm for our dedicated learning spaces that support the University's educational goals and the state of Idaho's overall economic and educational goals.

This request sustains and encourages University of Idaho researchers by adding depth to emerging disciplines and provides support for the University's land-grant mission to serve the state. The Library provides special consulting services and shares resources with all Idaho libraries. This investment will provide opportunities for additional student internships and community partnerships, such the existing opportunities with the Latah County Historical Society and Potlatch, Nampa, and Kendrick-Juliaetta's Heritage Society.

The various activities represented in this request support the University of Idaho Library's professional obligation to participate in national dialogues about the future directions of libraries which also raise the state's national profile and prestige.

In addition to serving our community and our state in the ways listed above, this request contributes to the State Board of Education's goal to enroll 60% of graduating high school students. According to a NACUBO study that ranked libraries above fitness and recreation centers, the campus library is one of the top four facilities that students assess when choosing a college. Attractive modern facilities impress students and their families on the tours and information sessions our First Year Experience program provides during university recruitment events. Strengthening the FYE program will allow us to more fully engage with recruitment efforts and inform prospective students and their families about the academic support available at the Library. The Library's liaison program offers a partnership in upper level instruction and research at the disciplinary level that provides a strong scaffold of support for the learning environment for our students.

If unfunded, the University of Idaho will find it difficult to support its research and creative works goals. A successful research institution is one that offers students opportunities to explore global challenges with some of the world's finest scholars. Undergraduates gain valuable access to laboratories and projects as well as the opportunity to learn directly from members of research and scholarship teams. The interdisciplinary nature of such institutions makes for inclusive learning, where engineers are informed by social scientists and chemists learn from artists. If not funded, Idaho would remain as one of the very few states without an adequately funded and staffed research library and this outcome affects the state in multiple



ways: the University of Idaho Library would remain well short of attaining the stature that would support both the current and aspirational needs of the University. Lack of funding would also limit the Library's ability to perform essential outreach to Idaho despite demonstrated need and demand. Funding this proposal would represent a significant investment in the future of our state and its people.

AGENCY: Lewis-Clark State College

FUNCTION: General Education

ACTIVITY: Adult Learner Program

Agency No.: 511

Function No.: 05

Activity No.:

FY 2020 Request

Page 1 of 4 Pages  
Original Submission X or  
Revision No. \_\_\_\_

A: Decision Unit No: 12.01		Title: <b>Adult Learner Program</b>			Priority Ranking 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	7.00				7.00
PERSONNEL COSTS:					
1. Salaries	\$349,000				\$349,000
2. Benefits	160,700				160,700
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$509,700				\$509,700
OPERATING EXPENDITURES by summary object:					
1. Travel	\$8,000				\$8,000
2. Operating Expense	18,000				18,000
TOTAL OPERATING EXPENDITURES:	\$26,000				\$26,000
CAPITAL OUTLAY by summary object:					
1. PC and workstations (seven)	\$12,000				\$12,000
TOTAL CAPITAL OUTLAY:	\$12,000				\$12,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$547,700				\$547,700

**Description:** Inspired by the new Complete College America (CCA) strategy, *A Better Deal for Returning Adults*, and building on Lewis-Clark's long tradition of serving non-traditional students, the focus of this FY20 Line Item request is to launch a highly focused Adult Learner Program (ALP). In 2017, the average age of Career & Technical students was 27 years, and of "Academic" students, 24. We believe there is a meaningful number of individuals, age 25 and older with some college credit, within our service regions who will benefit from the ALP, many of whom will also benefit from the 'adult learners' portion of the state's Opportunity Scholarship program.

Mirroring CCA's strategy, the outcomes of this program are 1) increase degree attainment in adult learners, 2) offer accelerated academic terms (8-weeks), 3) create structured schedules in targeted instructional programs, 4) enhance use of Prior Learning Assessment (PLA), and 5) provide support to help adult students navigate the many systems in place at LCSC. To be successful, this must be a program that surrounds the

adult student with outstanding instruction and high-quality, easily accessible support services.

In preparation for the Adult Learner Program, a campus wide committee was charged to explore potential sources of adult learners in LC's service regions, degree and certificate programs of greatest interest to prospective adult learners, barriers to participation, existing services and those that need adaptation, how outreach centers could support the ALP, financial models to support adult learners, and a review of national data and successful programs.

The committee returned three broad recommendations, each with multiple components. To create an ALP requires reconfiguration of the days/ times / delivery modes by which four programs are offered (2 academic, 2 CTE), the manner and frequency in which the student receives academic and professional advising, a redesign of the academic calendar, and restructuring of financial aid processes. Specific essential activities include creating 8-week instructional terms and aligning financial aid packages (manual processes) to the new term length, strengthening processes for transcript evaluation and evaluation of eligibility for Prior Learning Assessment credit, and enhanced hours of availability for student counseling, financial aid, registrar, admissions, testing center, IT help desk, etc.

Alignment with institution/ Board strategic plans: Development of an Adult Learner Program fits with SBOE's FY19 Goals 2 (Educational Attainment) and 3 (Workforce Readiness). The program aligns with LCSC's 2018-2023 Strategic Plan *Goal 2 Increase student enrollment, retention and completion: Objective 2.B. Increase the number of non-traditional, adult learners enrolled in degree programs*. LCSC's Core Theme I. *Opportunity: Expand access to higher education and lifelong learning* provides a fitting backdrop for this initiative.

Performance Measures: Relevant FY19 SBOE measures include Percentage of Idahoans (ages 24-35) who have a college degree or certificate requiring one academic year or more of study—benchmark: 60%. LCSC measures: Number of adult learners age 25 or older and increase in online headcount, as well as number of degrees or certificates.

### **Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

New resources are personnel focused to provide year-round instruction, to coordinate the financial aid, transfer agreement, and PLA processes, and to enhance program-specific professional academic advisement.

Lewis-Clark State College seeks funds for year-round instruction in two key academic programs, allowing accelerated program completion. A Transfer Agreement Coordinator is being sought to manage the process of developing and updating program-specific and institutional articulation agreements to ensure a more seamless transfer process to LCSC and to support compliance with federal

consumer information laws related to transfer and articulation agreements. A Financial Aid Specialist will manage timely financial aid awarding processes for students completing a degree in an alternative and/or accelerated terms, which involves time intensive manual processing. Advisors are requested to assist adult learners in building schedules and navigating graduation requirements. It is anticipated that advisement of ALP students will be complex, and require a high degree of specialization and frequent coordination with instructional divisions. Finally, the college is requesting funding for a coordinator who will oversee all aspects of class scheduling, coordination of services, and student outreach.

Through the program prioritization process, existing resources will be reallocated to support online course development, recruitment and marketing campaigns focused on prospective students, and some aspects of student support. This includes developing alternative work schedules for key personnel and/or integrating processes or services to best serve adult learners. Current CTE funds are available for reallocation to support two adult-learner-focused career & technical programs.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

<b>Title</b>	<b>Pay Grade</b>	<b>FT or PT</b>	<b>Benefit Elig</b>	<b>Date of Hire</b>	<b>Term Service</b>
Coordinator	\$50,000	1.0 FTE	Yes	July 1, 2019	12-month
Transfer Agreement Coordinator	\$40,000	1.0 FTE	Yes	July 1, 2019	12-month
Advisor	\$40,000 x 2 = \$80,000	2.0 FTE	Yes	July 1, 2019	12-month
Financial Aid Specialist	\$45,000	1.0 FTE	Yes	July 1, 2019	12-month
Year-round instructor	\$67,000 x 2 = \$134,000	2.0 FTE	Yes	Fall 2019	12-month

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

Through the program prioritization process, existing resources will be reallocated to support online course development. As previously referenced, the Financial Aid, Advising, and Counseling offices will be

directed to expand their business hours into the evening or perhaps on Saturdays, to accommodate the adult learners.

- Operating expense for new positions: see attachment for detail (total \$18,000 + \$8,000 for travel).
  - One-time capital outlay for office set up: see attachment for detail (total \$12,000).
3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.
- To create a comprehensive and sustainable program, with the exception of Capital Outlay, the request is for ongoing State General Funds. The attached spreadsheet lists requested positions in order of priority.
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The ALP will serve adults in LC's service regions, age 25 and older who have completed some college and wish to attain a degree or certificate. Receipt of funding will allow for a wrap-around program with year-round instruction, accessible support services, within 8-weeks academic terms in 4 instructional programs (2 academic; 2 CTE). LCSC is committed to meeting the needs of non-traditional students and adult learners. If the project is not funded, we will continue to move forward, implementing the program in small increments and with a narrower focus, as internal resource reallocation allows.

Note: While the focus of this request is on a new Adult Learner Program, each of the requested positions will also benefit current and future LCSC students. For example, it is anticipated that a number of students would select courses scheduled in 8-week terms, necessitating manual processing of the financial aid award.

AGENCY: Lewis-Clark State College

FUNCTION: General Education

ACTIVITY: Accessibility and Safety

Agency No.: 511

Function No.: 05

Activity No.:

FY 2020 Request

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Original Submission X or

Revision No. \_\_\_\_

A: Decision Unit No: <b>12.02</b>		Title: <b>Accessibility and Safety</b>			Priority Ranking 2
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	3.00				3.0
PERSONNEL COSTS:					
1. Salaries	\$179,500				\$179,500
2. Benefits	79,500				79,500
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$259,000				\$259,000
OPERATING EXPENDITURES by summary object:					
1. Operating Expense	\$43,300				\$43,300
TOTAL OPERATING EXPENDITURES:	\$43,300				\$43,300
CAPITAL OUTLAY by summary object:					
1. PC and workstation	\$9,000				\$9,000
TOTAL CAPITAL OUTLAY:	\$9,000				\$9,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$311,300				\$311,300

**Description:** Lewis-Clark State College has historically seen part of its niche as service to non-traditional and first-generation College students. In order to better serve those students and provide a campus that is accessible and safe for all, the objective of this FY20 line item is to first create better access for students with disabilities. According to a May 19, 2016 briefing Paper from the National Council on Disability, "Students with disabilities are attending postsecondary education at rates similar to nondisabled students but the completion rates are significantly lower. (only 34 percent finish a four-year degree in eight years), indicating the possibility of inadequate or inappropriate supports and services." In order to support students with disability needs, and seeking to meet what is a growing need at the college, LCSC is requesting support for a full-time Disabilities Services Coordinator, with substantial funding to help provide advising, support and equipment.

LCSC is also challenged to meet expanding compliance requirements without sacrificing educational quality. Assessment of compliance measures on campus indicate that in order to effectively manage the requirements of the Governor's Task Force on Higher Education, current staffing and technology must be supplemented to an extent that requires more than merely relocating internal funding.

Through assessment and accreditation processes, LCSC became aware of the many areas across campus where environmental safety standards are required. However, many different people address environmental safety in their own division or department, but no one office holds oversight for such standards. Lewis-Clark State College is the only four-year institution in Idaho without a distinct Environmental Health and Safety Department. Establishment of this position would be the beginning of the creation of clear policies and procedures to support compliance on issues such as waste disposal, hazardous material disposal, and operational safety.

Alignment with institution/ Board strategic plans: This request fulfills the State Board of Education's Goal 1, Objective C (Higher Level of Educational Attainment – Increase successful progression through Idaho's educational system) and its superordinate goal of the State Board of Education to provide a secure and safe environment to support LCSC's learning objectives and assures compliance with standards set forth by the Governor's Task Force on Cyber-Security. It further supports LCSC's Strategic Plan Goal 2, to increase student enrollment, retention and completion by assuring equal access for all students and LCSC's Strategic Plan Goal 3, to foster inclusion throughout campus culture and processes.

Performance Measures: Relevant FY19 SBOE measures include Percentage of Idahoans (ages 24-35) who have a college degree or certificate requiring one academic year or more of study—benchmark: 60%.

### **Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

Lewis-Clark State College requests on-going funding for a full-time (1.0 FTE) Disability Services Coordinator and additional resources to support compliance with the Americans with Disability Act related to classroom and service accommodations. The college has relied upon counseling staff to perform this function since the early 1990s. But, as demand for student counseling as grown as well as demand for disability accommodations, this model is no longer sustainable. The complexities of developing accommodations for students in all facets of their educational experience plus the growing number of requests filed by students (an increase of 18% from the 2015-16 academic year to the 2017-18 academic year) justify this request. Further, the expenses associated with accommodating student disabilities has also increased. Federal requirements for accommodating hearing-impaired students, for example, have changed such that only interpreters with specific certifications are considered "appropriate." Costs for such interpreters can be as much as \$42 per hour – especially in North Central Idaho, which has a limited pool of interpreters in general. Specialized computer equipment required by students with visual impairments or other high tech

equipment, which the college is required by federal law to provide, also represent a growing financial burden for the institution. The demand for assistive technology, interpreter services, and similar support has more than doubled in two years.

A 1.0 FTE Cybersecurity Analyst is requested to support the work of the Governor's Task Force on Cybersecurity, and to address critical security controls. As cyberattacks increase in number, the position will focus on the creation of secure systems and employee awareness on matters involving cybersecurity. The request rose from priorities established through LCSC's annual assessment process, which is an outgrowth of the program prioritization initiative established by the State Board of Education. In order to meet the expectations of the Governor's Cybersecurity Task Force, it became apparent that the current personnel structure within IT to address these needs through multiple positions is not efficient in meeting and addressing cybersecurity needs. It is anticipated that this position would result in the development of better campus initiative to educate students, faculty and staff of cybersecurity issues and create awareness of the appropriate ways to respond to various threats. Further, this position will be tasked with building a more secure infrastructure.

The College also seeks funding for a 1.0 FTE Environmental Health & Safety Specialist. This position will allow us to operate in accordance with best practices regarding potentially hazardous materials, and will be responsible for the creation of institution-wide policies and protocols. The Environmental Health & Safety Specialist will go beyond ensuring compliance by helping to establish laboratory procedures that will serve as a model for students in their chosen professions.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

<b>Title</b>	<b>Salary</b>	<b>FT/PT</b>	<b>Benefit Elig</b>	<b>Date of Hire</b>	<b>Term</b>
Disability Services Coordinator	\$60,000	1.0 FTE	Yes	July 1, 2019	12-month
Cybersecurity Analyst	\$58,710	1.0 FTE	Yes	July 1, 2018	12-month
Environmental Health & Safety Specialist	\$60,770	1.0 FTE	Yes	July 1, 2018	12-month

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.



Existing operations will be positively impacted by creating centralized recordkeeping, processes and policies to protect the institution and the various constituencies it supports. Existing employees will be freed from the responsibility of researching and determining best practices, allowing faculty, in particular, to focus on implementing compliance, rather than researching compliance. Further, establishment of best practices across the institution will elevate awareness of concerns and issues that can be more easily and quickly addressed.

- c. List any additional operating funds and capital items needed.

For the Disabilities Services Coordinator, the College requests \$34,000 in ongoing funding to support the hiring of sign language interpreters and other accommodations for students, and further requests \$3,000 for a computer workstation.

Operating funds for the other two positions include basic office support/supplies, and the addition of a Cisco Umbrella license (\$7,800), which extends domain name/phishing protection and provides content filtering. Capital Outlay includes a computer workstation for each of those two requested positions, totaling \$an additional \$6,000.

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

With the exception of Capital Outlay, the request is for ongoing State General Funds.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

All the requested items support either existing or future students, particularly to attract students who may need to have disability requirements met. Although the institution has engaged in the continual reallocation of funds to support these students, the cot to do so continues to outpace our ability to reallocate funding. The College acknowledges that compliance support may seem a little less attractive for funding purposes, but in order to address the growing areas of required compliance that provide a secure environment for students. The College requests the support to better advance its efforts in these areas.

If these positions are not funded, the exposure of the institution to liability due to decentralized processes could create both financial and reputational risk.

AGENCY: Career Technical Educations

Agency No.: 503

FY 2020 Request

FUNCTION: State Leadership

Function No.: 01

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ACTIVITY:

Activity No.:

Original Submission X or

Revision No. \_\_\_\_

A: Decision Unit No: <b>12.01</b>		Title: <b>CTE Data Analysis</b>			Priority Ranking 1 of 11
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.0				1.0
PERSONNEL COSTS:					
1. Salaries	\$49,100				\$49,100
2. Benefits	24,800				24,800
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$73,900				\$73,900
OPERATING EXPENDITURES by summary object:					
1. Travel and Operatng	\$10,000				\$10,000
TOTAL OPERATING EXPENDITURES:	\$10,000				\$10,000
CAPITAL OUTLAY by summary object:					
1. Office and workstation construction	\$14,000				\$14,000
TOTAL CAPITAL OUTLAY:	\$14,000				\$14,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$97,900				\$97,900

**Description:**

As part of its initiative to increase accountability and oversight and to improve student learning outcomes, the Division shifted resources in FY 2017 to hire a research analyst and expanded its focus on data analysis. With the implementation of Skillstack ©, CTEMS, connection to State Department of Education's (SDE) ISEE system as well as the rollout of the program quality initiative and the Workforce Incentive Grant, the Division is seeking additional resources to ensure the success of these efforts. The Division is also focused on stronger connectivity with the State Board of Education's Longitudinal Data System. This position will enable streamlining of our data collection procedures, ensure the accuracy and comparability of data, and enable us to better analyze data for our program improvement efforts.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

This request is for one full-time Research Analyst to join our performance management office. There is currently a Performance Management Director and a Research Analyst, senior in this area. Implementation of new systems including Skillstack ©, CTEMS, program quality initiative and the Workforce Incentive Grant. The Division is also focused on stronger connectivity with the State Board of Education's Longitudinal Data System and connection to SDE's ISEE system is increasing the demand for Division resources in this area.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

The Division is requesting a full-time benefit eligible Research Analyst, Senior (Nonclassified- Paygrade L)

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

No resources will be redirected. This will expand current capacity in this area.

- c. List any additional operating funds and capital items needed.

This request includes funding for ongoing operating expenses such as travel, professional development, and office related expenses. This request also includes one- time funding to repurpose existing space into an office.

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

Personnel and Operating requested is ongoing. Capital is one-time.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Secondary and postsecondary students and administrators will benefit from this additional resource, which will allow us to improve student outcomes and CTE programs throughout Idaho. Educators and Division Program Quality Managers will have reliable data and reports to make data- driven decisions on programs and opportunities to improve programs.

AGENCY: Career Technical Educations

Agency No.: 503

FY 2020 Request

FUNCTION: State Leadership

Function No.: 01

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ACTIVITY:

Activity No.:

Original Submission X or

Revision No. \_\_\_\_

A: Decision Unit No: <b>12.02</b>		Title: <b>CTE Student Engagement</b>			Priority Ranking 2 of 11
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.0				1.0
PERSONNEL COSTS:					
1. Salaries	\$72,700				\$72,700
2. Benefits	30,000				30,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$102,700				\$102,700
OPERATING EXPENDITURES by summary object:					
1. Travel and Operating	\$10,000				\$10,000
TOTAL OPERATING EXPENDITURES:	\$10,000				\$10,000
CAPITAL OUTLAY by summary object:					
1. Office and workstation construction	\$14,000				\$14,000
TOTAL CAPITAL OUTLAY:	\$14,000				\$14,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$126,700				\$126,700

**Description:**

As the Division continues its efforts to expand quality CTE offerings and strengthen the pipeline of CTE students and concentrators, more emphasis is being placed on how we directly engage with students. This engagement includes the development of close working relationships with counselors, college and career advisors, and transition coordinators, as well as facilitating usage of SkillStack as a means to demonstrate CTE competencies. This position will also aide in recruitment and retention in Career & Technical Student Organizations.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

This request is for one full-time Director of CTE Student Engagement. Student engagement is currently accomplished indirectly through a number of employees. This shift would centralize that function and strengthen not only support and outreach, but accountability and oversight of how our programs are communicated to the field and prioritized within the education system.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

The Division is requesting a full-time benefit eligible Director of CTE Student Engagement (Nonclassified- Paygrade P)

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

This position will move functions currently under the responsibility of the Postsecondary Director and the Planning and Policy Director allowing them to focus on their respective responsibilities while allowing the Division to put more effort into communicating directly with students, counselors, and transition coordinators to help ensure continuity of student services and improve student learning outcomes.

- c. List any additional operating funds and capital items needed.

This request includes funding for ongoing operating expenses such as travel, professional development, office related expenses. This request also includes one-time funding to repurpose existing space into an office.

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

Personnel and Operating requested is ongoing. Capital is one-time.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Secondary and postsecondary CTE students will benefit the most from funding this request. The addition of this dedicated position within our office will help ensure students have access to the resources they need, and that information is communicated to teachers and administrators in ways that advocate for CTE and for better student learning outcomes. Counselors, transition coordinators, and college and career advisors will also benefit from having consistent, relevant information about CTE and how it can improve Idaho's go-on rate.

Given the ongoing support and growth of CTE in Idaho, not funding this request will continue to put a strain on existing resources. Consequently, it will limit the Division's ability to maximize support for our students and counselors, jeopardizing the foundation we have worked so diligently to build.

AGENCY: Career Technical Education

Agency No.: 503

FY 2020 Request

FUNCTION: General Programs

Function No.: 02

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ACTIVITY:

Activity No.:

Original Submission X or

Revision No. \_\_\_\_

A: Decision Unit No: <b>12.03</b>		Title: <b>Program Alignment</b>			Priority Ranking 3 of 11
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Industry Standards & Tests	\$138,000				\$138,000
2. Post-Secondary Trainers	40,000				40,000
3. Meeting Facility Rental	2,000				2,000
TOTAL OPERATING EXPENDITURES:	\$180,000				\$180,000
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$180,000				\$180,000

**Description:**

The purpose of program alignment is to increase the go-on rate of high school CTE students. Alignment efforts focus on the successful transition of students from secondary to aligned postsecondary CTE programs and to promote the successful completion of that postsecondary CTE program with a degree, technical certificate, or industry credential. Through a partnership of ICTE, secondary, and postsecondary stakeholders, program alignment supports Idaho students accomplishing the following:

1. Take equivalent technical courses anywhere within the public education system, including statewide assessments for Technical Competency Credit through Idaho SkillStack®
2. Transcribe earned Technical Competency Credits (upon enrollment at an Idaho Technical College) while minimizing institutional barriers and access to CTE programs.

3. Attain their highest educational aspirations in the most efficient and effective manner as a result of clear and consistent standards driven by industry.

In 2015, the Idaho Legislature amended [Idaho Code 33-2205](#) to formally codify the statewide alignment framework and allow the Division to provide incentives to Idaho public colleges as they align their foundational courses to *“ensure that postsecondary credits earned by a student in a career technical education program will transfer at the full credit value to any public Idaho college or university in a like program of study and to ensure that such postsecondary credits will be treated by any such public college or university as satisfying specific course requirements in the student’s program of study.”* Since the initial legislation was enacted, Idaho has aligned 26 CTE programs and continues to make strides in aligning the remaining pathways.

### Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

Since FY 2015 this request has been funded on a one-time basis. As the total number of pathways has been finalized, we are able to more accurately project costs on a long-term basis. This request continues this funding on an ongoing basis.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

None

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

None

- c. List any additional operating funds and capital items needed.

Included in this line item are the costs of the assessments and the development of new program standards. This item also includes the costs associated with reviewing standards and assessments annually, and updating them to align with industry needs. This request includes ongoing funding for postsecondary teachers to train secondary teachers on the assessments, which will better prepare students to pass the assessments and be prepared for their postsecondary programs.

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

This request is for ongoing funding.



4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Program alignment collectively benefits students, secondary teachers, postsecondary faculty, and industry through increased participation, training and collaboration.

**AGENCY: Career Technical Education**

Agency No.: 503

FY 2020 Request

FUNCTION: General Programs

Function No.: 02

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ACTIVITY:

Activity No.:

Original Submission  X  or

Revision No. \_\_\_\_

A: Decision Unit No: <b>12.04</b>		Title: <b>MiddleSchool CTE</b>			Priority Ranking 4 of 11
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Standards and Assessments					
	\$30,000				\$30,000
2. Online Techer Courses	20,000				20,000
3. Professional Development	18,000				18,000
TOTAL OPERATING EXPENDITURES:	\$68,000				\$68,000
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	\$288,000				\$288,000
LUMP SUM:					
GRAND TOTAL	\$356,000				\$356,000

**Description:**

In the 2018 legislative session, amendments to Idaho Code 33-2202 expanded the definition of career and technical education to allow the Division of Career Technical Education to develop and fund specific courses or programs offered in grades 7 and 8, as approved by the State Board of Education.

For FY 2019, the legislature appropriated funding for two positions including a middle school program quality manager and an administrative assistant. The Division will use those new positions and existing resources to conduct outreach and training to middle school administration, teachers, and counselors regarding the value of CTE, conduct focus groups with middle school administration, as well as research current career

exploration offerings in Idaho and other states. The Division will also create the teacher endorsement, draft teacher training, and identify pilot schools.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

For FY2019, the Division received funding for two FTEs related to the development of CTE in the middle school. This request is for one-time funds of \$356,000 to cover the costs of identifying standards, creating assessments, developing curriculum, and working with the identified pilot schools to ensure the new middle school CTE program has listed their school or district's FY21 course catalogs. The funds will also cover the costs to develop and implement training for newly endorsed teachers.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

None

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

None

- c. List any additional operating funds and capital items needed.

None

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.  
The entire amount is for one-time funding.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request allows the Division to develop and implement introductory CTE in grades 7 and 8. For FY2019, the Division received funding for two FTEs. For FY 2019, The Division is using these two new FTEs to fund the preliminary research and development of the middle school framework, including training and outreach.

This FY2020 request would fund middle school students and programs will benefit by having access to exploratory CTE, which will provide them with more career exploration opportunities and increase the number of secondary CTE students. If this request is not funded, the Division will not be able to complete the development of the new middle school program, nor will the Division be able to provide these opportunities to middle school students statewide.

**AGENCY: Career Technical Education**

Agency No.: 503

FY 2020 Request

FUNCTION: General Programs

Function No.: 02

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ACTIVITY:

Activity No.:

Original Submission X or

Revision No. \_\_\_\_

A: Decision Unit No: <b>12.05</b>		Title: <b>InSpire to Educate Program</b>			Priority Ranking 5 of 11
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	\$410,000				\$410,000
LUMP SUM:					
GRAND TOTAL	\$410,000				\$410,000

**Description:**

In response to the ongoing CTE teacher shortage, the Division implemented a new certification program for individuals entering the CTE teaching profession. The INSPIRE to Educate program is intended to offer an alternative route for new CTE teachers who have been recruited from industry. These new teachers have the subject matter expertise, but may lack the fundamentals of teaching, either at the secondary or postsecondary level. The INSPIRE program provides teachers and districts a no- or low-cost option for teachers to receive the necessary training while still meeting the CTE needs of the district or institution to improve high quality CTE programs.

Historically these teachers were required to attend formal programs at the Universities at significant cost to them both financially and in terms of time and travel. The Division implemented the program in fall 2017 and since that time, 75 teachers have completed their first year of the 2 year program. The Division requires additional funding to

maintain this program which is both more successful and therefore more costly than anticipated.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

The Division is requesting \$410,000, which is paid to University of Idaho for implementing the program throughout the State. No additional Division FTE is required to continue the project defined in this request. The Certification Director and related Administrative Assistant will continue to manage the project at the Division level.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

No additional FTE at the Division.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

None. The current structure at the Division is adequate.

- c. List any additional operating funds and capital items needed.

No additional operating of capital funding is required.

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

This request is for ongoing funding to continue the program grant to University of Idaho. An initial grant to implement this project in the 2017-2018 pilot year was awarded to The University of Idaho (U of I). The U of I hired six (6) Instructional Mentors, as well as Observational Mentors for seventy-two (72) participants. With a new cohort beginning in the 2018-2019, six (6) additional Instructional Mentors, and additional Observational Mentors will need to be hired.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This program benefits new CTE teachers transitioning from industry to education. As these teachers will have more support and training to assist them in their classrooms, this request will also benefit administrators and students with higher teacher recruitment and retention rates. If the Division is unable to continue funding this program, the long term success of this program would be at risk.

**AGENCY: Career Technical Education**

Agency No.: 503

FY 2020 Request

FUNCTION: General Programs

Function No.: 02

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ACTIVITY:

Activity No.:

Original Submission X or

Revision No. \_\_\_\_

A: Decision Unit No: <b>12.06</b>		Title: <b>Teacher Preparation</b>			Priority Ranking 6 of 11
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	\$515,000				\$515,000
LUMP SUM:					
GRAND TOTAL	\$515,000				\$515,000

**Description:**

For over 20 years, the Division has helped fund the CTE teacher preparation programs at University of Idaho and Idaho State University. This funding is intended to support traditional 4-year degree educator training for CTE teachers. These programs are the primary education pipelines for teachers in the areas of agriculture, business, technology education and family consumer sciences. Due to limited interest in CTE teaching careers, the current numbers of student teachers aren't adequate to sustain these programs at the Universities. Without the additional funding provided by the Division, the programs would likely be closed, further jeopardizing the ability of Idaho secondary and postsecondary programs to find CTE teachers. Currently the Division funds these programs out of state leadership dollars allocated to the Division. The combination of increased expenses at the Universities, demand for other services from the Division and efforts to improve the teacher pipeline has put the Division's ability to fund these programs in jeopardy.

Funding this request will formalize support of the CTE teacher preparation programs in Idaho. Funding to these two institutions will be more transparent and responsive, because it will be tied to specific teacher-educator positions, will be increasingly based on accountability through established metrics, and will help to elevate the support for these programs.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

This request includes the funds directly allocated to University of Idaho and Idaho State University.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

None

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

None

- c. List any additional operating funds and capital items needed.

None

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

The entire amount of funding is ongoing.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Funding this request will directly benefit our secondary and postsecondary institutions by providing a consistent CTE teacher pipeline. Failing to fund this line item request places the availability of these CTE teacher-preparation programs at risk. The ability to find trained CTE teachers is already a major concern.

AGENCY: Career Technical Education

Agency No.: 503

FY 2020 Request

FUNCTION: General Programs

Function No.: 02

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ACTIVITY:

Activity No.:

Original Submission X or

Revision No. \_\_\_\_

Workforce Readiness Incentive Grant					
A: Decision Unit No: <b>12.07</b>	Title: <b>Grant</b>	Priority Ranking 7 of 11			
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	\$400,000				\$400,000
LUMP SUM:					
GRAND TOTAL	\$400,000				\$400,000

**Description:**

In the 2018 legislative session, Idaho Code 33-1364 was passed, which created a Workforce Readiness Incentive Grant beginning in FY 2020. During FY2019, the Division will develop specific criteria to award incentive funds based on the number of secondary career technical concentrators who have demonstrated workforce readiness at the completion of their career technical education program. If funded, the Division will distribute the first round of grants to secondary CTE teachers at the end of the 2019-2020 school year.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?



The request is for an initial ongoing appropriation of \$400,000 to award incentive funds to CTE teachers of pathway programs based on the number of secondary career technical concentrators who have demonstrated workforce readiness at the completion of their career technical education program. The funds would be passed on directly to the CTE teachers of intermediate and capstone courses in which the secondary concentrators were enrolled.

The grant will be implemented with existing Division staff. The Division has requested an additional data analyst for FY2020. If this position is funded, this FTE will also support the data analysis required to successfully oversee the grant and ensure award criteria is met.

2. What resources are necessary to implement this request?
  - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.  
None
  - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.  
None
  - c. List any additional operating funds and capital items needed.  
None. All funds are trustee benefit funds that will be passed through to CTE teachers by their school districts.
3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

The requested amount is ongoing and may fluctuate according to the number of students who meet the grant criteria each year. Each qualified student will generate up to \$200 per pathway. These funds will then be divided among eligible teachers, based on the number of qualified students each year, as well as the total number of eligible CTE teachers.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Funding for this grant would benefit secondary CTE teachers who have invested the time and energy to ensure CTE concentrators have the tools they need to succeed in the workforce, as well as have attained and demonstrated the relevant skills within their pathway program.

This incentive-based approach would more clearly demonstrate the return on investment provided by career technical education and hold career technical education programs more accountable for producing results. This approach will also ensure a greater number of career technical education students are ready for the workforce and able to meet the demands of business and industry. In the long term, this would also include an increase in the number of students who are eligible to test for and earn Technical Competency Credits.

AGENCY: Idaho Career Technical Education

Agency No.: 501

FY 2020 Request

FUNCTION: Postsecondary Programs

Function No.: 03

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ACTIVITY:

Activity No.:

Original Submission X or

Revision No. \_\_\_\_

A: Decision Unit No: <b>12.08</b>		Title: <b>Capacity Expansion</b>			Priority Ranking 8 of 11
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	13.00				13.00
PERSONNEL COSTS:					
1. Salaries & Benefits	\$1,034,300				\$1,034,300
TOTAL PERSONNEL COSTS:	\$1,034,300				\$1,034,300
OPERATING EXPENDITURES by summary object:					
1. Supplies	\$172,300				\$172,300
TOTAL OPERATING EXPENDITURES:	\$172,300				\$172,300
CAPITAL OUTLAY by summary object:					
1. Program Related Equipment	\$863,100				\$863,100
TOTAL CAPITAL OUTLAY:	\$863,100				\$863,100
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$2,069,700				\$2,069,700

**Description:**

The Division of Career Technical Education funds programs at the 6 technical colleges throughout the state. Increased demand by Idaho employers for a skilled workforce have created ongoing needs to produce CTE program graduates with technical skills needed for growth and expansion. If Idaho cannot accommodate these increased educational demands, it forces students to seek education out of State and can force employers to look out of state to hire the qualified employees. These jobs are often high wage and high demand, which benefit not only the students seeking the education but help to stimulate the economy by providing higher paying jobs and a better educated workforce. Over the last three years, the legislature has appropriated \$7.2 million in additional resources to expand capacity of targeted programs to meet the growing workforce needs of industry.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

13 FTE and \$2,069,700 is being requested to start or expand high wage, in-demand CTE programs at the 6 Postsecondary technical colleges in the State.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

See attached schedule.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

Although these funds are for new positions in new or expanded programs, the technical colleges also undergo program prioritization each year based on the State Board of Education requirements that redirect and reallocate existing resources between programs.

- c. List any additional operating funds and capital items needed.

Operating and capital needs for this effort are included in the attached schedule.

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

This request is for on-going general funds for PC and OE. The CO request is one-time funding.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request helps Idaho students and Idaho employers by providing training to fill high-wage in-demand jobs.

**Post-Secondary Program Capacity Expansion Requests**  
**Requested Amounts- FY 2020**

Institution	Priority	Description	FTP	PC(\$)	OE (\$)	CO (\$)	Total Amount	Average wait list	Program graduates	Annual Capacity Expansion
CEI	1	Programming Technology	1	80,800	20,000	82,600	183,400	New program	0	12
CEI	2	Energy Systems	1	80,800	20,000	135,600	236,400	15	12	12
CSI	1	Apprenticeship	3	255,600	26,000	155,000	436,600	New program	0	40
CSI	2	Health Care- multiple programs	0	0	0	92,000	92,000	5	67	17
CWI	1	Database Administrator	1	114,500	15,000	21,500	151,000	New program	0	18
CWI	2	Cybersecurity Advanced AAS	1	114,500	17,000	21,500	153,000	0	18	12
CWI	3	Machine Tool Tech	0	0	0	85,000	85,000	0	15	15
ISU	1	Welding	0	0	0	154,000	154,000	15	15	16
ISU	2	Information Technology Systems	0	0	0	22,900	22,900	6	10	4
ISU	3	Robotics and Communications Systems	0	0	0	75,000	75,000	6	12	6
ISU	4	Unmanned Aerial Systems	0	0	0	11,000	11,000	4	1	4
LCSC	1	Healthcare programs	1	58,000	14,000	7,000	79,000	0	34	6
NIC	1	Manufacturing and Trades	1	79,200	0	0	79,200	0	28	15
NIC	2	Healthcare programs	1	79,200	0	0	79,200	0	15	20
NIC	3	Dental Hygiene	3	171,700	60,300	0	232,000	0	10	6

13      1,034,300      172,300      863,100

Post-Secondary Program Capacity Expansion Requests

Summarized by Priority

Cost of programs by priority							
Priority	CEI	CSI	CWI	ISU	LCSC	NIC	Total
1	183,400	436,600	151,000	154,000	79,000	79,200	\$ 1,083,200
2	236,400	92,000	153,000	22,900	-	79,200	\$ 583,500
3	-	-	85,000	75,000	-	232,000	\$ 392,000
4	-	-	-	11,000	-	-	\$ 11,000
5	-	-	-	-	-	-	\$ -
	\$ 419,800	\$ 528,600	\$ 389,000	\$ 262,900	\$ 79,000	\$ 390,400	\$ 2,069,700
Program Expansion by priority (# Students)							
Priority	CSI	CWI	EITC	ISU	LCSC	NIC	Total
1	12	40	18	16	6	15	107
2	12	17	12	4	-	20	65
3	-	-	15	6	-	6	27
4	-	-	-	4	-	-	4
5	-	-	-	-	-	-	-
	24	57	45	30	6	41	203

**AGENCY: Career Technical Education**

Agency No.: 503

FY 2020 Request

FUNCTION: General Programs

Function No.: 02

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ACTIVITY:

Activity No.:

Original Submission  X  or

Revision No. \_\_\_\_

A: Decision Unit No: <b>12.09</b>		Title: <b>Program Quality Initiative</b>			Priority Ranking 9 of 11
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	\$400,000				\$400,000
LUMP SUM:					
GRAND TOTAL	\$400,000				\$400,000

**Description:**

In 2014 Agricultural and Natural Resources education programs established an incentive-based program for funding Agriculture and Natural Resources CTE programs. (Idaho Code 33-1629). In 2017 the Idaho Legislature funded an incentive-based for Career Technical Education (CTE) secondary programs in the other five program areas of Business Management and Marketing, Engineering and Technology, Family and Consumer Sciences, Health Professions, and Skilled and Technical Sciences. This request expands the performance-based funding for these five CTE program areas.

In FY 2018, in the first year of implementation, there were 94 applications from secondary programs that totaled \$875,000. This amount is expected to increase significantly in FY 2019 as schools become familiar with the program and eligibility requirements.

The legislature codified this program in 2018 (IC 33-1634). The program provides incentive-based funding to both high performing programs and those programs in need of additional support and technical assistance. This performance-based approach clearly demonstrates the return on investment provided by career technical education and holds CTE programs more accountable for producing results.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

In FY 2018 the legislature appropriated \$300,000 with an additional \$300,000 being appropriated in FY 2019 for a total of \$600,000 for this program. This request expands on that appropriation, bringing the total to \$1,000,000.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

None

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

None

- c. List any additional operating funds and capital items needed.

None. All requested funding is for Trustee Benefit payments passed through to Secondary school districts.

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

Requested funds are ongoing

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This funding benefits CTE secondary programs who are incentivized for quality programs as well as CTE programs that require assistance to become a successful program.



**AGENCY: Career Technical Education**

Agency No.: 503

FY 2020 Request

FUNCTION: General Programs

Function No.: 02

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ACTIVITY:

Activity No.:

Original Submission X or

Revision No. \_\_\_\_

A: Decision Unit No: <b>12.10</b>		Title: <b>CTE DIGITAL</b>			Priority Ranking 10 of 11
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES <b>by summary object:</b>					
1. Course Development (one-time)	\$70,000				\$70,000
TOTAL OPERATING EXPENDITURES:	\$70,000				\$70,000
CAPITAL OUTLAY <b>by summary object:</b>					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$70,000				\$70,000

**Description:**

In the 2015 legislative session, amendments to Idaho Code 33-2205 (3) and (4) outline the intent that the Division of Career Technical Education will coordinate with the Idaho Digital Learning to provide approved online career technical education courses.

These initiatives were started in Fiscal Year 2015 using Division funds available for this purpose. More than 2,200 students in over 100 school districts have been served by CTE Digital. The continuation of this project into FY 2020 will require one-time funds of \$70,000 for CTE Digital to create 4 additional online courses through the Idaho Digital Learning.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

The request is for one-time funds of \$70,000 for CTE Digital to create 4 online courses through the Idaho Digital Learning.

The Division turned back \$70,000 for FY2018, as the course development was slower than anticipated. While the Division is committed to expanding online offerings statewide, it is equally committed to ensuring any new courses are high quality and appropriate for online delivery. As such, courses initially scheduled for FY2018 will be developed using the FY2019 budget and the Division anticipates initiating another 4 courses in FY 2020.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

None

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

None

- c. List any additional operating funds and capital items needed.

Operating funding requested is for payments to Idaho Digital Learning, no additional funding is required.

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

The entire amount is for one-time funding

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request allows ICTE to continue efforts to help develop on-line CTE classes. Over 2,200 students in over 100 school districts have been served by CTE Digital. Not funding these efforts will hinder the progress to develop on-line classes.

**AGENCY: Career Technical Education**

Agency No.: 503

FY 2020 Request

FUNCTION: Postsecondary Programs

Function No.: 03

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ACTIVITY:

Activity No.:

Original Submission X or

Revision No. \_\_\_\_

Nuclear Energy and Advanced Reactor Manufacturing					
A: Decision Unit No: <b>12.11</b>	Title: <b>Nuclear Energy and Advanced Reactor Manufacturing</b>			Priority Ranking 11 of 11	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:	\$91,000				\$91,000
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Course Development					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. Nuclear simulator Stations and software.	\$240,000				\$240,000
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$331,000				\$331,000

**Description:**

On June 6, 2018, Executive Order 2018-07 was signed by Governor Otter establishing a policy for nuclear energy production and manufacturing in Idaho. This order tasks the State Board of Education through the Division of Career Technical education to develop programs and training opportunities in nuclear energy and advanced reactor manufacturing.

With a vision for the future, Idaho State University (ISU) College of Technology established the Energy Systems Technology and Education Center (ESTEC) in 2006 on the ISU campus in Pocatello. Over the last ten years, ESTEC has served an average of 108 students per year and has graduated a total of 512 students, approximately 50 graduates per year. ESTEC currently offers degrees in Energy Systems Nuclear

Operations Technology, Energy Systems Electrical Engineering Technology, Energy Systems Instrumentation Engineering Technology, Energy Systems Mechanical Engineering Technology, and Cyber-Physical Security, which directly apply to meeting the demand for a highly skilled workforce in the nuclear energy and advanced reactor manufacturing sector. Graduates are well prepared for employment in industry and are hired by companies such as the Idaho National Laboratory.

In response to the Governor's executive order, we request an additional investment of \$240,000 for nuclear simulation hardware and software to enhance skills needed in industry. This nuclear reactor simulator will allow students to pull up control panels for a number of different reactors and give students real-life experiences in a non-threatening environment. A total of four (4) simulator stations will be needed to provide state-of-art training for ESTEC students. ESTEC will also need an investment of \$91,000 (including fringe) for a lab instructor to facilitate student learning on the simulator and in the nuclear operations/cyber-physical security labs.

Governor's Executive Order Line Item Request				
Type	Item	Quantity	Cost per Unit	Total
PC	ESTEC Lab Instructor	1	\$91,000	\$91,000
CO	Nuclear Reactor Simulator Stations	4	\$40,000	\$160,000
CO	Nuclear Reactor Simulations Software	1	\$80,000	\$80,000
<b>Grand Total</b>				<b>\$331,000</b>

### Questions:

- What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

Personnel costs and capital outlay necessary to expand the ESTEC nuclear energy programs are requested.

- What resources are necessary to implement this request?
  - List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

One full-time, benefits eligible lab instructor

- Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

There are personnel already associated with this program. This would allow ISU to expand the program to meet growth in the nuclear energy industry.

- List any additional operating funds and capital items needed.

As identified above

- Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

Personnel funds requested are ongoing. Capital Outlay funding is one-time.

- Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This line item is in response to the Governor's executive order meeting the growing demand for a highly skilled workforce for the nuclear energy sector.

AGENCY: College of Eastern Idaho

FUNCTION: Education

ACTIVITY:

Agency No.:

Function No.: 02

Activity No.:

FY 2020 Request

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Original Submission X or

Revision No. \_\_\_\_

A: Decision Unit No: <b>12.01</b>		Title: <b>Health Insurance Base Increase</b>			Priority Ranking 1 of 3
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	0.00				0.0
PERSONNEL COSTS:					
1. Salaries					
2. Benefits	\$129,900				\$129,900
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$129,900				\$129,900
OPERATING EXPENDITURES by summary object:					
1.					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. Laboratory Equipment					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$129,900				\$129,900

**Description:**

The College of Eastern Idaho's first legislative appropriation based upon personnel and benefit costs was in FY 19. FY 19 health insurance charges through the Office of Group Insurance were reduced to \$11,650 which was a significant decrease from FY 18.

The current projection for health insurance for FY 20 is \$13,890 which is an increase of \$2,240. By FY 20, CEI expects to have approximately 116 employees in the General Fund. This will equate to a cost increase of \$259,840 of which we estimate that the State General Fund MCO appropriation will pick up approximately 50% or \$129,900.

While every college and university faces this issue, they have more credits to spread tuition increases over to cover the costs. In the case of community colleges, the other three Idaho community colleges have both more property taxes and more credits.

With an anticipated 28,500 – 40,000 of academic and CTE credits (not dual credits) to spread the increases over, the per credit increase will range from nearly \$4.64 per credit to \$3.25 per credit just for health insurance alone.

CEI understands its responsibility to fund health insurance but had the FY 19 premiums been higher and included in our initial year funding, the increases would not have been so high and possibly could have been addressed with increases in tuition and property tax revenue increases.

### **Questions:**

1 What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

The request is to add \$129,900 to base to cover health insurance increase for approximately 116 benefited staff funded by the General Fund.

2. What resources are necessary to implement this request?

a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

This is an ongoing request for an addition to base for health insurance increases.

b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

Existing human resources will not be impacted by this request.

c. List any additional operating funds and capital items needed.

There are no additional operating funds or capital items associated with this request.

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

This request for the addition to ongoing base is requested based upon the significant negative impact of the increase in health insurance on a startup community college without large numbers of credits to spread tuition increases over to raise funds to cover these costs.

4 Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The students of CEI will be the primary beneficiaries through the maintenance of reasonable increases in tuition. The current tuition of \$93.41 per credit can only be raised \$4.67 as per the 10% per annum limit in Idaho Code. This is within 3 cents of the anticipated cost of health insurance increases based upon 28,000 credits. If this request is not funded, the full amount of tuition increases will go towards health insurance with no funds remaining for inflation, equipment replacement, preventative maintenance, expansion or CEC raises.



AGENCY: College of Eastern Idaho

FUNCTION: Education

ACTIVITY:

Agency No.:

Function No.: 02

Activity No.:

FY 2020 Request

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Original Submission X or

Revision No. \_\_\_\_

A: Decision Unit No: <b>12.02</b>		Title: <b>Transfer of Faculty from CSI</b>			Priority Ranking 2 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	2.00				2.0
PERSONNEL COSTS:					
1. Salaries	\$88,000				\$88,000
2. Benefits	44,200				44,200
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$132,200				\$132,200
OPERATING EXPENDITURES by summary object:					
1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$132,200				\$132,200

**Description:**

Approximately four years ago, the College of Southern Idaho (CSI) was provided with two faculty FTE's for providing community college academic courses in the Idaho Falls area. These positions and the efforts of CSI helped to demonstrate the need for a community college in Idaho Falls.

As of May 15, 2018, credits offered by the College of Eastern Idaho (CEI) for FY 19 are on track to double the credits offered by CEI in FY 18. While the budget model developed for FY 19 appears to be holding, the addition of two faculty would allow us to offer more dual credit classes on campus and offer classes at non-traditional times that may not meet our 15-student minimum. It would also expand the pool of full time faculty available for both teaching additional courses and advising.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

CEI requests that two faculty positions originally allocated to the CSI for the Idaho Falls region be reallocated to CEI. CSI worked to establish a student base consisting of approximately 500 enrollments that they have turned over to CEI. These positions will assist CEI in serving that base.

Adjunct faculty are being added as enrollment grows but a base of full time faculty is needed. These two positions will be in addition to the 32 full time faculty positions provided in the FY 19 appropriation.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

The positions requested are for two full time, benefited faculty positions that will be hired July 1, 2020 on 9-month teaching contracts.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

These two positions will be added to the existing faculty and will provide the capacity to serve more students in general education instruction.

- c. List any additional operating funds and capital items needed.

There are no operating funds or capital items associated with this request.

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

This request is for ongoing funds originally designated for instruction in the Idaho Falls region. Revenue assumptions involve utilizing these funds to offset the overall shortfall of tuition to cover the full cost of instruction in the CEI Instructional department.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The students and community of Idaho Falls are being served by this request. Funding this request now will provide immediate support for the anticipated demand for educational services in a vibrant and growing region that is underserved in higher education.

AGENCY: College of Eastern Idaho

FUNCTION: Education

ACTIVITY:

Agency No.:

Function No.: 02

Activity No.:

FY 2020 Request

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Original Submission X or

Revision No. \_\_\_\_

A: Decision Unit No: <b>12.03</b>	Title: <b>Interest Earnings Distribution</b>			Priority Ranking 3 of 3	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	0.00				0.0
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1.					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. Laboratory Equipment					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	\$55,000				\$55,000
LUMP SUM:					
GRAND TOTAL	\$55,000				\$55,000

**Description:**

Senate Bill 1429 of the 2016 legislative session provided community college start up funds of \$5,000,000 for a new community college in Idaho. These funds remained in trust with the state from July 1, 2016 through June 30, 2017. In May of 2017, Bonneville County voted to establish a new community college and the \$5,000,000 was distributed in July of 2017 to the College of Eastern Idaho.

During the period the \$5,000,000 of community college support funds were held in trust by the State, approximately \$51,000 of interest was earned. Another \$4,000 is estimated to accrue through June 2019. This request is to distribute those one-time interest earnings to the College of Eastern Idaho.

The funds will be used to purchase hospital beds for our health science program and physics, chemistry, and biology laboratory equipment. Expansion of these areas is critical as CEI expands offerings in these areas as a community college.

**Questions:**

1 What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

The \$55,000 is being requested as part of the start up funding for a community college. These funds will be spent in accordance with the legislative intent of the original \$5,000,000.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

The one-time funds will be spent for educational equipment.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

Existing human resources will not be impacted by this request.

- c. List any additional operating funds and capital items needed.

There are no additional operating funds or capital items associated with this request.

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

This request is based upon the expansion of health science and physical science lab and equipment needs as offerings in these areas are expanded as community college offerings.

4 Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Students taking courses requiring lab work will be impacted along with the faculty that teach these courses. Additional equipment is required to meet the anticipated need in these areas.

AGENCY: College of Southern Idaho

Agency No.: 501

FY 2020 Request

FUNCTION: Education

Function No.: 02

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ACTIVITY:

Activity No.:

Original Submission X or

Revision No. \_\_\_\_

Remove Two Eastern Idaho Faculty Positions					
A: Decision Unit No: 12.01	Title:		Priority Ranking 1 of 4		
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	<2.0>				<2.0>
PERSONNEL COSTS:					
1. Salaries	<\$88,000>				<\$88,000>
2. Benefits	<44,200>				<44,200>
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	<\$132,200>				<\$132,200>
OPERATING EXPENDITURES by summary object:					
1. Operating Supplies					
2. Professional Development					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	<\$132,000>				<\$132,200>

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

CSI requests removal of two (2) FTEs and the associated salaries and fringe benefits from base appropriations that was included in the FY18 appropriations. CSI was successful in establishing a student and instructor base and assisted in the creation of the College of Eastern Idaho.

2. What resources are necessary to implement this request?
  - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
  - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

- c. List any additional operating funds and capital items needed.
- 3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.
- 4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

AGENCY: College of Southern Idaho

Agency No.: 501

FY 2020 Request

FUNCTION: Education

Function No.: 02

Page \_\_\_\_ of \_\_\_\_ Pages

Original Submission X or

ACTIVITY:

Activity No.:

Revision No. \_\_\_\_

IT Personnel and Software Platforms					
A: Decision Unit No: <b>12.02</b>	Title:			Priority Ranking 2 of 4	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	5.0				5.0
PERSONNEL COSTS:					
1. Salaries	\$297,000				\$297,000
2. Benefits	133,500				133,500
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$430,500				\$430,500
OPERATING EXPENDITURES by summary object:					
1. Data Analytics	\$50,000				\$50,000
2. Payment Processing	50,000				50,000
3. Compliance & Training	75,000				75,000
4. Onboarding/Offboarding	40,000				40,000
5. Infrastructure Monitoring	25,000				25,000
6. Digital Security Maintenance	50,000				50,000
TOTAL OPERATING EXPENDITURES:	\$290,000				\$290,000
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$720,500				\$720,500

**Description:**

College of Southern Idaho (CSI) faces substantial challenges with finding, accessing, and acting on data insights that are necessary to make informed decisions. For example, these challenges hinder CSI's ability to identify and help at-risk students early enough, ensure scarce resources are focused on what matters most, and decision-owners have adequate visibility into their operations to proactively make improvements. There are also significant capability deficiencies that negatively affect CSI's core operations due to non-existent or inadequate software tools, antiquated infrastructure, and obsolete systems that require excessive maintenance and manual intervention.



To tackle these challenges, CSI aims to build a foundation to design efficient processes and workflows, connect students and employees to the right data quickly and securely, and achieve greater stability with its infrastructure. In this way, CSI will strengthen its position to fulfill its missional goals for community success, student success, and institutional stability.

CSI is seeking financial support for ongoing software costs related to the solutions necessary to overcome the challenge areas. CSI also seeks additional funding to increase staffing resources by five (5) full-time employees to fill the roles of Cybersecurity Analyst, Project Manager, Business Analyst, Application Support Specialist, and Data Architect to help overcome these challenges.

1. Research demonstrates that student engagement is one of the keys to student retention and success. It is critical to place students on pathways that lead them to their educational goals as efficiently as possible. Engagement outside of the classroom is equally important when it comes to retaining students. If funded, CSI would deliver enterprise analytic capabilities and services to better-assess student behaviors to develop deeper understandings of the student educational experience while guiding students' pathways to success. Additionally, the new capabilities would provide the opportunity to track and document student co-curricular experiences. CSI would use this information to increase both retention and graduation rates by strengthening student engagement.
2. CSI's current payment processing capabilities are outdated and archaic, resulting in unnecessary delays with payment activities. CSI would deliver PCI-compliant capabilities allowing flexible payment plans, multiple payment options, and easy access to account balances. The capabilities would be delivered through a solution design that integrates seamlessly with CSI's primary business software systems, enable eCommerce and mobile payment options, receipting, and billing.
3. Many students are unable to access the free tutoring services offered on campus, but who also cannot afford to pay for fee-based online tutoring services offered by CSI. There are also challenges with CSI's training system to help educate students on avoiding risky behaviors that may negatively impact their health, safety, and college experience. Additionally, CSI struggles with inadequate tools to help ensure employees are compliant with required or regulated training for federal, state, and institutional mandates and cybersecurity training. If funded, CSI would expand and enhance its digital training capabilities for both students and employees, improve compliance tracking and reporting, and offer online tutoring services free of charge, 24x7, to all students (including dual credit).
4. Recruiting, onboarding, retaining, evaluating, and offboarding employees requires a comprehensive system that is integrated with core business services, communications, and leverages highly-automated workflows. CSI lacks the necessary software tools to provide an effective solution to support its human resource operations. If funded, CSI would be able to implement an end-to-end common software system and associated processes designed to support all institutional workforce scenarios (full-time, part-time, temporary, contract, student Work-Study, internships, and volunteer).
5. CSI seeks to improve the stability of its production environment for physical and digital infrastructure, business software systems, and facility operations. During fiscal year 2017-18, CSI experienced approximately 180 hours of unplanned downtime with its production environment affecting campus-wide IT service availability. An estimated

- 35% of the number of unplanned outages were due to delayed notifications to support teams not knowing an incident had occurred. If funded, CSI would pursue modern capabilities for monitoring and notification services leveraging Artificial Intelligence, Internet-of-Things (IoT) devices, and real-time error reporting with the aim of responding faster to major incidents and improving recovery times to minimize disruption to academic and business services across the institution.
6. Surveillance is considered a critical component of CSI's enterprise security strategy, but its current environment is constrained by antiquated equipment that is prone to instability. CSI seeks to improve the reliability of its security surveillance with upgrades to camera equipment, network infrastructure, and support of modern video codecs. If funded, CSI will be able to provide greater assurance of safety for employees, students, and community members. CSI will also be able to provide better assistance to law enforcement when responding to incidents or criminal activities on campus.

This request entails investments in hardware, software, business processes, and highly-skilled personnel. The combination of these resources will help fill critical capability gaps at the College of Southern Idaho. With complete and successful deployment of the requested resources, Idaho will see long-term value on this investment.

#### Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

CSI is seeking funding to add five additional staff to design and develop the systems and services necessary for improving student engagement, student success, streamlining financial processes, and increasing academic support across the institution. The full deployment of these capabilities will result in an enhanced understanding of the CSI student experience leading to an increase in both retention and graduation rates. The proposed capabilities, personnel, and enabling technologies will positively impact the engagement of students and therefore contribute to the State Board of Education 60% goal and Complete College Idaho initiatives.

2. What resources are necessary to implement this request?
  - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Five (5) IT Staff, Full Time, Full Benefits, Hire Date of July 1, 2019, 12-month contract.

1. **Cybersecurity Specialist:** \$65,000

Summary: Protects systems by defining access privileges, controlling structures, identifying abnormalities, reporting violations and implementing security improvements. In order to comply with Executive Order No. 2017-02 CSI would need to add a security specialist to its IT team.

**2. Project Manager: \$57,000**

Summary: Oversees and orchestrates the execution of business initiatives with defined start and end dates. Requests resources, manages task assignments, oversees project budgets, manages project contracts, accountable for final delivery of all business requirements according to measurable outcomes.

**3. Data Architect: \$79,000**

Summary: Designs, creates, deploys, and manages the technology systems that serve an organization's digital information ecosystem (a.k.a., data architecture). Defines how/where data is stored, consumed, integrated, and managed by business systems that process data.

**4. Business Analyst: \$51,000**

Summary: Analyzes, documents, and designs business systems and processes. Standardizes workflows and defines system policies. Performs needs analysis and interprets business rules and/or requirements that help identify technical systems and solutions to drive operational maturity.

**5. Application Support Analyst: \$45,000**

Summary: Responsible for installing, upgrading, and maintaining enterprise business software systems. Works with application databases and data sets, with general knowledge of operating systems and client-server networks and domains.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

While existing IT will be involved with some aspects of these new initiatives, the five positions outlined in the request will be the primary drivers of the initiatives. New IT staff will report to the appropriate leadership members within the Office of Information Technology on the main CSI campus in Twin Falls.

- c. List any additional operating funds and capital items needed.

The software platforms would require both implementation funding and ongoing annual fees, as follows:

- Data Analytics: \$50,000 annually
- Payment Processing: \$50,000 annually
- Compliance & Training: \$75,000 annually
- Onboarding/Offboarding: \$40,000 annually
- Infrastructure Monitoring: \$25,000 annually
- Digital Security Maintenance: \$50,000 annually

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

This request involves ongoing annual subscription and maintenance for software platforms. CSI plans to cover the cost for the one-time implementation of these software platforms. There is also an ongoing request for salary and benefits.

Parallel external funding request opportunities are being pursued, but such external grants (if awarded) would not contribute to ongoing requirements over the long term. Rather, they would offset the implementation costs to be absorbed by the College, should they be available.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

All students taking classes at CSI would benefit from the systems and services developed from this request. High-risk students would benefit from advanced metrics used to put them in contact with appropriate support systems. All students, employees, and community members would benefit from flexibility in payment options and see a decrease in current payment processing times. Students would benefit from prevention education along with increased access to online tutoring. The institution would also see a decrease in risk due to more thorough employee education and compliance with college policy, legislative requirements, and safe computing. The College would benefit from improved business processes, access to data insights, and integrated services for workforce resource management. All stakeholders would benefit from more reliable infrastructure services and security improvements with campus safety enhancements.

Without funding, CSI will continue to struggle with data-informed decision-making. Efforts to find, collect, and present strategic data insights will remain unnecessarily burdensome, requiring extensive manual labor, and raising questions about data integrity and accuracy. Online tutoring services will be less accessible to students who cannot afford to pay the additional fees. CSI will also be hindered in its ability to meet regulatory requirements for compliance training, risk management programs, and services that are necessary to provide a safe learning environment for students and employees. CSI's workforce management services will also be dependent upon manual and disjointed processes making it difficult to support human resource activities across the institution. Also, the inability to proactively monitor core infrastructure systems will constrain CSI's response times to downtime situations and extend the duration of unplanned outages. CSI employees, students, and community members will also be subject to heightened safety risk due to limited secure coverage areas and antiquated surveillance infrastructure.

**AGENCY: Office of the State Board of Education**

Agency No.: 501

FY 2020 Request

FUNCTION: Community College

Function No.: 02

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ACTIVITY: Emerging Hispanic

Serving Institute High Impact

Support &amp; Programming

Activity No.:

Original Submission X or

Revision No. \_\_\_\_

<b>Emerging Hispanic Serving Institute High Impact Support &amp; Programming</b>					
A: Decision Unit No: 12.03	Title:			Priority Ranking 3 of 4	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3.0				3.0
PERSONNEL COSTS:					
1. Salaries	\$118,000				\$118,000
2. Benefits	67,200				67,200
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$185,200				\$185,200
OPERATING EXPENDITURES by summary object:					
1. Operating Supplies	\$32,000				\$19,000
2. Professional Development	10,000				5,000
TOTAL OPERATING EXPENDITURES:	\$42,000				\$42,000
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$227,200				\$227,200

**Description:**

The College of Southern Idaho (CSI) is well-positioned to apply for and receive the U.S. Department of Education's (USDE) Hispanic Serving Institution (HSI) designation in the near future. This designation will allow CSI to participate in the federal program designed to assist colleges and universities which focus on assisting and retaining students successfully in higher education. CSI would become the first higher education institution in the State of Idaho to achieve the HSI designation. To be designated as an HSI, CSI needs to have enrollment of undergraduate full time equivalent (FTE) students that is at least 25 percent Hispanic students, at the end of the award year for two consecutive academic years, immediately preceding the date of application. Of the 25 percent, at least 50 percent of the degree seeking students enrolled must be receiving need-based assistance as defined by the USDE. At the end of Fiscal Year 2018, CSI's FTE figure with respect to Hispanic student enrollment was 22.87% [to be updated with annual census July 2018].

The Hispanic/Latino college student profile influences—and is directly impacted by—the ever-changing higher education world. As such, understanding what works for Hispanic students to improve access, retention, and completion is critical to our Magic Valley community service area and the State of Idaho. Just as important, the CSI Hispanic FTE figure illustrates the need for the institution to become even more proactive, engaging, and innovative alongside the Hispanic student growth.

The request not only provides the College strategic vision and planning to obtain the designation, but to also expand and sustain services and programming critical to our high impact, high touch expectations with Hispanic residents. This emerging Hispanic initiative request aims to provide services primarily to our high-density Hispanic populations in our service area, institutionalizing our Multicultural Student Affairs Coordinator from Title III grant funding into a permanent position, and developing the Career and Technical Education (CTE) Bilingual Healthcare CNA program.

For the Hispanic initiative request to operate effectively, this request seeks ongoing funds for two (2) full-time staff professionals, (1) full-time faculty position, and operating funds to support duties/task line of work.

#### **Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

CSI requests three (3) FTEs for a) Bilingual (Spanish and English language) Jerome and Gooding Outreach Centers Student Advocate Coordinator, b) Multicultural Student Affairs Coordinator, and c) Bilingual (English and Spanish language) Healthcare CNA instructor,

**Total Personnel Costs:** \$185,200

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Two (2) professional staff and one (1) instructor position, Full Time, Full Benefits, Hire Date of July 1, 2019. Two professional staff would be on 12-month contracts, two instructor positions would be on 9-month contracts.

1. Bilingual (Spanish and English language) Jerome and Gooding Student Services Coordinator: Salary: \$35,000 + benefits  
Summary: Employee serves the North Side Centers—Jerome and Gooding Outreach Center service areas to effectively recruit, advise, serve as a completion coach, and provide a wide range of office coverage and services at both respective campuses. Additionally, works collaboratively with community-based organizations and systems which support student success initiatives.

2. Multicultural Student Affairs Coordinator: \$40,000 + benefits  
Summary: Applies, designs, executes, manages various Hispanic-focused programming and supportive services in the areas of a Parent College Academy, General Education 101-Latino/Hispanic diversity course instruction, College Assistance Migrant Program (CAMP) program application, Idaho Hispanic Chamber of Commerce official designee, development of a campus-wide bilingual/bicultural responsiveness training program for all CSI employees, and summer program academy implementation for incoming Hispanic students.
  3. Bilingual Healthcare CNA Instructor: \$42,250 + benefits  
Summary: Instructor provides CNA instruction, in both English and Spanish, designed to facilitate a viable career entry pathway in the health profession for local Hispanic residents whose primary language is not English. The instructor collects, reports, and presents outcomes data to internal and external constituents.
- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
- Bilingual Student Advocate will be housed in the Jerome and Gooding off-campus centers. This position will report to the North Side Centers Director.
  - Multicultural Student Affairs Coordinator will be housed in the Office of Student Affairs. This position will report to the Dean of Students.
  - Bilingual healthcare instructor will be trained and supported through the College's instructional designer and College & Career Readiness English Acquisition Division. This position will report to the Health Sciences & Human Services Department Chair.
- c. List any additional operating funds and capital items needed.
- Operating Supplies: \$32,000
- Office Supplies: marketing, promotion, and general supplies: \$15,000 (on-going)
  - Instructional Supplies: \$15,000 (on-going)
  - Software: \$2,000 (on-going)
- Professional Development: \$10,000
- Staff and faculty professional development: \$10,000 (on-going)
3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

- CSI requests on-going funds to support full-time staff and instructor personnel (salary and benefits) and operational expenditures (operating supplies and professional development).
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The emerging Hispanic Serving initiative will serve a central piece in our attempt towards a more holistic student understanding and expanding institutional practices which will accelerate Hispanic student achievement across all student services and instructional platforms. The request will also continue to move the needle in a positive direction when it comes to the “next level” of relationship building and strategic plan alignment with state agencies such as the Idaho Commission on Hispanic Affairs, Community Council of Idaho, and Idaho Hispanic Chamber of Commerce. Last, but certainly not least, our Hispanic instruction initiatives will fill in the workforce need gaps of our local health care providers and cultivate go-on strategies with our four-year school partners as we attempt to support our students through the associate-to-bachelor’s degree and career diversity pipeline. If this request is not funded, we face a real dilemma of severely underserving our student diversity interests and employer workforce needs. Equally important, we potentially can undermine cultural responsiveness training and professional development for employees to meet the needs of our Hispanic population.



AGENCY: Office of the State Board of Education

Agency No.: 501

FY 2020 Request

FUNCTION: Community College

Function No.: 02

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ACTIVITY: Weekend College

Activity No.:

Original Submission X or

Revision No. \_\_\_\_

A: Decision Unit No: 12.04		Title: <b>Weekend College</b>			Priority Ranking 4 of 4
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	2.0				2.0
PERSONNEL COSTS:					
1. Salaries	\$71,000				\$71,000
2. Benefits	43,200				43,200
3. Group Position Funding	45,500				45,500
TOTAL PERSONNEL COSTS:	\$159,700				\$159,700
OPERATING EXPENDITURES by summary object:					
1. Operating Supplies	\$19,000				\$19,000
2. Professional Development	5,000				5,000
TOTAL OPERATING EXPENDITURES:	\$24,000				\$24,000
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$183,700				\$183,700

**Description:**

The College of Southern Idaho (CSI) Weekend College is an innovative and engaging program designed to provide access for students who typically can't attend college during the day. The primary focus of the program is to enable non-traditional students, particularly Hispanics, to complete a transfer degree or certificate within two years. A secondary focus is to enable students to complete pre-program requirements for Health Sciences and Human Services (HSHS) programs or to enable students to complete the General Education Certificate. To accommodate the unique needs of adult learners, courses are offered in a pre-formatted block schedule on Friday evenings, Saturdays, and online. Students attend courses as a cohort and benefit from learning communities in which they develop social and professional relationships with fellow students and faculty. Students receive personalized advising through credential completion and assistance with transition to an HSHS program, a university bachelor program, or employment. Weekend College incorporates mechanisms to support retention and completion through student success strategies and learning assistance services.

This request allows CSI to develop a Weekend College program for working adults and high school students who typically cannot attend a traditional academic model. The program enables students to complete a transfer degree or certificate within two-years of enrollment. For those who seek a bachelor's degree, this program allows students to transfer seamlessly to a university program (BSU, ISU, or UI) on the CSI campus.

For the program to operate effectively, this request seeks on-going funds for two (2) full-time professionals, tutors to provide academic support, and operating funds to support extended weekend hours.

### Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

CSI requests two (2) FTEs for a) coordination of the Weekend College program, b) tutors to support instruction, and c) part-time office specialist, information technology support technician, and building and maintenance personnel to support infrastructure. **Total Personnel Costs: \$159,700**

a) In order to support and effectively operate the Weekend College program, CSI requests one (1) program coordinator to manage the program and one (1) bi-lingual academic coach to advise students through credential completion and to assist students with transfer to a HSHS program, university program, or employment. **Salaries and Benefits for 2 FTE: \$114,200**

b) In order to maintain ongoing excellence in teaching protocol and support services, CSI requests funding to hire qualified tutors (\$10,000). **Group Funding: \$10,000**

c) In order to provide services during extended weekend hours, CSI requests funding for a part-time office specialist (\$15,000), a part-time Information Technology Service Technician (\$10,500), and part-time maintenance personnel (\$10,000). **Group Funding: \$35,500**

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Two (2) Weekend College Staff, Full Time, Full Benefits, Hire Date of July 1, 2019, 12-month contract.

1. Program Coordinator: \$37,000

Summary: Designs, creates, deploys, and manages all operations and personnel for the Weekend College program. Works with internal and external organizations to develop articulation agreements and transfer processes. Collects, reports, and presents outcomes data to internal and external constituents.

2. Bi-lingual Completion Coach: \$34,000

Summary: Advises students through credential completion and assists students with transition/transfer to a HSHS program, university program, or

employment. Works with at-risk students to develop effective learning strategies and activities that foster retention. Works collaboratively with campus- and community-based programs and organizations regarding services available to students. Assists in the maintenance of program projects and outcomes assessment.

b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

- Weekend College staff will be housed in the Student Success Center on the main campus and will report to the Dean of Student Success (in place).
- Weekend College Learning Assistance personnel (tutors) will report to the Learning Assistance Coordinator (in place) on the main campus.
- Weekend part-time Information Technology Service Technician will report to the IT Department (in place).
- Weekend part-time Office Specialist will report to the Dean of Student Success (in place).
- Weekend Maintenance Personnel will report to the Maintenance Supervisor (in place).

c. List any additional operating funds and capital items needed.

Operating Supplies: \$19,000

- Office Supplies: marketing, promotion, and general supplies: \$10,000 (on-going)
- Instructional Supplies: \$8,000 (on-going)
- Software: \$1,000 (on-going)

Professional Development: \$5,000

- Staff and faculty professional development: \$5,000 (on-going)

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

- CSI requests on-going funds to support full-time personnel (salary and benefits), group position funding (part-time personnel and tutors), and operational expenditures (operating supplies and professional development).

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The College of Southern Idaho Weekend College program is aimed at improving student access and completion. The program enables students, particularly working Hispanic adults, to complete an associate degree in General Business, Teacher Education, or Agriculture Science or a certificate program in Career and Technical Education within two years through classes taken exclusively on Friday evenings, Saturday, and online. Moreover, the program enables students to complete pre-program course requirements for programs in Health Sciences and Human Services (HSHS) or to complete the General Education Certificate. And, the program offers another option for high school students to take college courses on the CSI campus without interrupting their high school schedule.

We expect to see an increase in enrollment, non-traditional Hispanic enrollment, student retention, degree/certificate completion, and graduation. Moreover, we expect to see an increase in the number of students transferring to university programs in General Business, Teacher Education, and Agriculture Science. These programs are offered by Boise State University, Idaho State University, and University of Idaho, respectively, on the CSI main campus. We expect to see an increase in the number of students prepared for high-need jobs in Career and Technical Education fields.

If this request is not funded, we will continue to run pilot programs, serving small groups of students. This will refine the development of programs and course offerings, but it will not have the desired major impact on increasing student enrollment, retention, and completion rates for students who are unable to attend a traditional college schedule.

**AGENCY: Community Colleges**  
**FUNCTION:** College of Western Idaho  
**ACTIVITY:**

Agency No.: 505  
 Function No.: 07  
 Activity No.:

FY 2020 Request  
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 Original Submission X or  
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A: Decision Unit No: <b>12.01</b>		Title: <b>Balance Funding</b>			Priority Ranking 1 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	29.75			(29.75)	
PERSONNEL COSTS:					
1. Salaries	\$1,730,900			\$(1,730,900)	
2. Benefits	790,800			(790,800)	
TOTAL PERSONNEL COSTS:	\$2,521,700			\$(2,521,700)	
OPERATING EXPENDITURES <b>by summary object:</b>					
1. Operating Expense funding for College Operations	\$154,000			\$ 2,521,700	\$2,675,700
TOTAL OPERATING EXPENDITURES:	\$154,000			\$ 2,521,700	\$2,675,700
CAPITAL OUTLAY <b>by summary object:</b>					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$2,675,700			\$0	\$2,675,700

This request is for \$2,675,700 from the General Fund to ensure average weighted credit equity with College of Southern Idaho (CSI) and North Idaho College (NIC). Of this request, \$2,521,700 is for personnel costs and \$154,000 is for operating expenditures. CWI reports that the average credit hour value of \$47.02 is \$33.46 lower than the average credit hour value at CSI and NIC. As a result, CWI reports that it is underfunded by \$ \$6.6 million compared to these other institutions, and requests this appropriation to help offset this amount.

Before the establishment of CWI through the voter referendum in May 2007, there was concern that because of the larger population base of a community college in Canyon and Ada Counties, that there was risk in causing unintended consequences when comparing CWI to CSI and NIC. All discussions around establishing a new community college always included the intent of everyone involved ensuring that the two established Idaho community colleges would not see a reduction in state funding.

In the beginning, there was not a clear avenue to request equitable funding through the EWA process. With the help of OSBE, we initially calculated the funding shortage using a headcount process. For this request we calculated CWI Balance Funding need using data from each institution's PSR-1 Annual Credit Hour Report. This request is based on 3-year Weighted Credit Hours and the Credit Hour Value for each college. Average Credit Hour Value for CSI and NIC is \$80.49 per Credit. CWI's Average Credit Hour Value is \$47.02 which is \$33.46 per Credit Hour below the other two Community Colleges. The CWI Balance Funding Need is calculated as follows:

CWI 3 Year Average Weighted Credits 198,608 X \$33.46 – EWA 67% (9,339,100) = \$6,646,400.

This calculation process shows that CWI is underfunded approximately \$6.6 million compared to CSI and NIC.

CWI has determined to request \$2,675,700 for fiscal year 2020. In FY19, CWI requested \$2 million and received \$1.2 million, with the ultimate intent of requesting the unfunded amount within the next two years. In FY18 CWI requested \$2.9 million and received \$350,000.

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

This is CWI's fourth request for Balance Funding. Although we have received some funding to assist with this issue in the last two years, a funding gap still exists.

FY17 Requested \$1,800,000 Received \$ 400,000

FY18 Requested \$2,931,800 Received \$ 350,000

FY19 Requested \$2,000,000 Received \$1,200,000

FY 20 request of \$2.6 million will be on-going funding with an ultimate goal of receiving a cumulative total of \$6 million. CWI is requesting this funding as identified in the above description.

A portion of this request will be used to bring CWI's FTE and position funding in alignment with CSI and NIC. The ongoing personnel cost will be \$2,421,500.

An additional portion of the request will be used to cover the unfunded ongoing anticipated 1% CEC and variable fringe increases. The ongoing personnel cost is estimated to be \$82,400 for CEC and \$17,800 for variable benefit increases.

The remaining balance of this funding will be used to cover annual increases in Building Lease Costs \$154,000.

2. What resources are necessary to implement this request?
  - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
  - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
  - c. List any additional operating funds and capital items needed.

The funds from this request would be used for Personnel Costs and Operating Expenses at the college, primarily equity personnel funding with CSO and NIC, unfunded CEC and Benefit Changes, and increased Lease Costs.

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

All funds requested are ongoing. Comparative to the other community colleges, CWI has come to rely more on student tuition and fees for support of operations. This situation is not conducive to CWI's mission of being:

“...a public, open-access, and comprehensive community college committed to providing *affordable* access to quality teaching and learning opportunities to the residents of its service area...”

The approval of these funds will bring more balance to our revenue stream and assist CWI in continuing to meet our mission. No changes will be made to fee structure; no grant awards are currently being sought for this initiative.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Existing and new students will be served with this request. If the college does not receive this funding it could impact the following:

- The ability to respond to the growth needs of business, industry and the population in Ada and Canyon counties.
- The ability to keep tuition and fees at an affordable rate.
- The ability to keep a solid foundation of permanent experienced faculty and staff.
- The ability to anchor full time faculty in all programs offered by the College.

See attached worksheet for calculation of \$6.6m underfunding.

# Community Colleges

## Calculation of Weighted Credit Hour Value

	19EWA FY18 Base	20EWA FY20 Base	CSI FY19 Base	CWI FY19 Base	NIC FY19 Base	EIC FY19 Base	Total
1							
2							
3 Base from Leg Bdgt Bk							
4 General Account	39,387,900	46,126,600	14,264,000	13,938,900	12,909,900	5,013,800	46,126,600
5 Liquor Funds	600,000	800,000	200,000	200,000	200,000	200,000	800,000
6 Total	39,987,900	46,926,600	14,264,000	13,938,900	12,909,900	5,013,800	46,926,600
7							
8 Less: One-time	3,000	601,000	192,500	0	408,500	0	601,000
9 Base less One-time	39,984,900	46,325,600	14,071,500	13,938,900	12,501,400	5,013,800	46,325,600
10							
11 Funds Used in EWA X 67%	26,789,883	31,038,152	9,427,905	9,339,063	8,375,938	3,359,246	31,038,152
12							
13 EWA Request							
14 Wghted Cr Hrs/3 Moving Avg	419,809	430,754	126,994	198,608	94,207	10,945	430,754
15 EWA Value	63.81	72.06	74.24	47.02	88.91	306.91	72.06

CWI Weighted Credit Hours Average of:	198,608
Average Weighted Credit Hour Value (WCHV) CSI & NIC	X 80.49
CWI Weighted Credit Hours X Average (WCHV) CSI & NIC	\$15,985,500
FY19 CWI Base @ 67% (Line 11)	<u>(\$9,339,100)</u>
	\$6,646,400



**AGENCY: Community Colleges**  
**FUNCTION:** College of Western Idaho  
**ACTIVITY:** Board approved category

Agency No.: 505  
 Function No.: 07  
 Activity No.:

FY 2020 Request  
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Staff Support 60% Initiative & Retention					
A: Decision Unit No: <b>12.02</b>	Title: <b>Staff Support 60% Initiative &amp; Retention</b>			Priority Ranking 2 of 2	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	5.00				5.0
PERSONNEL COSTS:					
1. Salaries	\$258,200				\$258,200
2. Benefits	125,900				125,900
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$384,100				\$384,100
OPERATING EXPENDITURES by summary object:					
1. Operating (on-going)	\$3,300				\$3,300
TOTAL OPERATING EXPENDITURES:	\$3,300				\$3,300
CAPITAL OUTLAY by summary object:					
1. PC and workstation	\$10,000				\$10,000
TOTAL CAPITAL OUTLAY:	\$10,000				\$10,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$397,400				\$397,400

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

This request is for five (5) full time positions to assist CWI in moving toward the Idaho State Board of Education's goal that 60% of Idahoans ages 25-34 will have a degree or certificate by 2020. The positions will also help CWI comply with accreditation standards and provide students with high impact opportunities that have been shown to improve completion rates.

- a. One (1) Research Analyst to help support on-going accreditation, planning and assessment initiatives and activities. To assist the College's Institutional Effectiveness in managing the integrity of the official longitudinal data and reporting.

- b. One (1) Financial Aid Officer to support increased and continually increasing student traffic. To provide ongoing student service support and to meet Cohort Default Rate needs.
  - c. One (1) Assessment Coordinator to provide leadership and direction in the prioritization, design, and implementation of instructional evaluation and assessment initiatives.
  - d. One (1) Curriculum Coordinator to administer production and revisions of college curriculum. The Coordinator consults, trains, and serves as a resource to faculty, staff, and representatives from other educational institutions, business, industry, and community agencies.
  - e. One (1) Experiential Learning Coordinator to provide leadership in the development and implementation of experiential learning programs at the college. This person will serve as a point of contact for business and community members looking for opportunities to engage with students and the college as well as managing processes and providing resources for faculty and staff at CWI.
2. What resources are necessary to implement this request?
- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Positions are in priority order.

- 1.0 FTE, Research Analyst: \$50,500; FT; Benefits \$24,900; July 1, 2020; 12 month permanent position. Total \$75,400. To support this position, we are requesting on-going Operating Expense Funding of \$600 and one-time Capital Outlay of \$2,000 for computer equipment.
- 1.0 FTE, Financial Aid Officer: \$38,800; FT; Benefits \$22,400; July 1, 2020; 12 month permanent position. Total \$61,200. To support this position, we are requesting on-going Operating Expense Funding of \$1,150 and one-time Capital Outlay of \$2,000 for computer equipment.
- 1.0 FTE, Assessment Coordinator: \$56,300; FT; Benefits \$26,200; July 1, 2020; 12 month permanent position. Total \$82,500. To support this position, we are requesting on-going Operating Expense Funding of \$500 and one-time Capital Outlay of \$2,000 for computer equipment.
- 1.0 FTE, Curriculum Coordinator: \$56,300; FT; Benefits \$26,200; July 1, 2020; 12 month permanent position. Total \$82,500. To support this position, we are requesting on-going Operating Expense Funding of \$500 and one-time Capital Outlay of \$2,000 for computer equipment.

1.0 FTE, Experiential Learning Coordinator: \$56,300; FT; Benefits \$26,200; July 1, 2020; 12 month permanent position. Total \$82,500. To support this position, we are requesting on-going Operating Expense Funding of \$500 and one-time Capital Outlay of \$2,000 for computer equipment.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

Research Analyst: Institutional Effectiveness is experiencing increasing demand due to continuing growth, a need for data and analytics and centralization of reporting duties for both internal and external parties. There is a greater need to provide information to meet the needs of the College and its constituents. No resources will be redirected.

Financial Aid Officer: Financial Aid continues to experience increasing student traffic, requiring ever increasing level of support. Meeting this demand and providing student support will assist in meeting Cohort Default Rate needs. No resources will be redirected.

Assessment Coordinator: Assessment of instructional programming is currently administered at the department level. This position will provide needed consistency for implementation and reporting of assessment practices across departments. No resources will be redirected.

Curriculum Coordinator: Curriculum development currently occurs within the department level. This person will create systematic and centralized process for maintaining documentation of curriculum as well as maintaining articulation and transfer agreements between the college and other educational institutions. No resources will be redirected.

Experiential Learning Coordinator: The College currently does not have any staff dedicated directly to providing internship and experiential learning opportunities for the college. No resources will be redirected.

- c. List any additional operating funds and capital items needed.

For the one (1) research analyst position, we are requesting \$650 for professional development costs and \$2,000 in computer costs for a total of \$2,650.

For the one (1) financial aid officer position, we are requesting \$1,150 in professional development costs and \$2,000 in computer costs for a total of \$3,150.

For the three (3) coordinator positions, we are requesting \$500 for professional development costs and \$2,000 in computer costs for a total of \$7,500.

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

This request reflects the college's efforts related to improving retention and completion rates, which will have a positive impact on revenue.

All positions in this request, including operating expenses, are ongoing. No changes will be made to fee structure; no grant awards are currently being sought for these positions.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

All of these positions are designed to provide process improvement, support, and consistency for essential institutional and instructional functions at the institution. CWI has grown very quickly, and at this stage of our development we see the need for more consistency and support between departments and divisions in key areas such as institutional effectiveness, financial aid/student services, curriculum, assessment, and experiential learning.

**Research Analyst:** This position will provide an increasing utility for our staff and faculty by providing analysis to fulfill continuous improvement plans and data analytic needs. This position also addresses the need to fulfill the institutional internal and external reporting requirements. This position will benefit students and the community by providing a means to gather and evaluate data so that the College can determine where resources are best expended to meet the needs of all stakeholders.

**Financial Aid Officer:** This position will meet the immediate and growing need to provide students with higher levels of customer service, which in turn will assist in managing Cohort Default Rates. This will help students in reaching degree or certificate completion for gainful employment and/or to transfer to a four-year institution.

**Assessment Coordinator:** This position addresses accreditation recommendation and provides faculty and staff with resources necessary to fulfill continuous improvement plans. This position also addresses the need to fulfill the institutional internal and external reporting obligations. Ultimately this position benefits students and the community by providing a system of evaluation and continuous improvement.

**Curriculum Coordinator:** This position also addresses accreditation recommendations to provide a more system-wide method of curricular development. This person works closely with faculty, curriculum designers, and the community to provide processes for curricular changes that respond to the needs of our students and community.

**Experiential Learning Coordinator:** This position addresses the need to provide students opportunities for internships, service learning, and other community partnerships. Internships and Service Learning are two high-impact practices shown to improve student engagement and completion rates, especially among underrepresented populations. This person would work collaboratively with faculty, staff, and community partners to increase experiential learning opportunities and to provide consistent processes and support for experiential learning programs.

AGENCY: Office of the State Board of Education

Agency No.: 501

FY 2020 Request

FUNCTION: North Idaho College

Function No.: 02

Page 1 of 2 Pages

ACTIVITY: Board approved category

Activity No.:

Original Submission X or

Revision No. \_\_\_\_

A: Decision Unit No: <b>12.01</b>		Title: <b>Regional Entrepreneurship</b>			Priority Ranking 1 of 2
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	4.00				4.0
PERSONNEL COSTS:					
1. Salaries	\$235,800				\$235,800
2. Benefits	94,300				94,300
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$330,100				\$330,100
OPERATING EXPENDITURES by summary object:					
1. Travel	\$10,000				\$10,000
2. Operating	25,000				25,000
TOTAL OPERATING EXPENDITURES:	\$35,000				\$35,000
CAPITAL OUTLAY by summary object:					
1. PC and workstation (x4)	\$22,000				\$22,000
TOTAL CAPITAL OUTLAY:	\$22,000				\$22,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$387,100				\$387,100

**Description:**

North Idaho College (NIC) is building on their strong foundation of support for small business development and entrepreneurship to position the college as an innovative regional leader and connector in the burgeoning entrepreneurial ecosystem in North Idaho. The college has hired a Director of Regional Entrepreneurship Strategy and converted the Hedlund Technical Education Building into a Center focused on Entrepreneurship, Collaboration, innovation and Small Business Development. The center includes a makerspace and prototyping lab for students and the larger community to connect, create, and move ideas from concept to actionable business ventures.

This request will expand NIC's focus on entrepreneurship education and outreach to a broader audience, increase capacity and create a regional resource for economic development in North Idaho. This initiative provides relevant education and hands-on learning opportunities that connect seamlessly with existing credit and workforce training program offerings. The Coeur d'Alene Economic Development Corporation recently

recognized the effort by NIC for filling an important gap and supporting entrepreneurship, growing businesses and being a regional economic driver.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

This request is for four FTEs to expand the impact and educational offerings related to entrepreneurship, prototyping and business development. The request will cover personnel and operating expenses for a director, two lab instructors and administrative support. This is requested as ongoing general fund (base) support.

2. What resources are necessary to implement this request?

- a. Director of Regional Entrepreneurship Strategy Full-Time Benefited  
Lab Instructors (2) Full-Time Benefited  
Program Support Admin Full-Time Benefited
- b. Currently the Director of Regional Entrepreneurship Strategy is being funded with grant funding through FY19. The support of this line item will enable the college to sustain the development and enhancement of the program for the North Idaho region.
- c. Capital requests include initial IT needs. Operating expenses of \$35,000 will support travel, training, outreach and operating needs.

3. This request is for on-going funding for four positions and associated operating expenses. One-time capital expenses are for initial IT needs.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request will provide a community resource and supplement educational programs across the college, including workforce development, CTE and transfer offerings.

AGENCY: Office of the State Board of Education

Agency No.: 501

FY 2020 Request

FUNCTION: North Idaho College

Function No.: 02

Page 1 of 3 Pages

ACTIVITY: Board approved category

Activity No.:

Original Submission X or

Revision No. \_\_\_\_

A: Decision Unit No: <b>12.02</b>		Title: <b>Guided Pathways Support</b>			Priority Ranking 2 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	4.00				4.0
PERSONNEL COSTS:					
1. Salaries	\$216,500				\$216,500
2. Benefits	86,600				86,600
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$303,100				\$303,100
OPERATING EXPENDITURES by summary object:					
1. Travel	\$40,000				\$40,000
2. Operating	25,000				25,000
TOTAL OPERATING EXPENDITURES:	\$65,000				\$65,000
CAPITAL OUTLAY by summary object:					
1. PC and workstation (x4)	\$22,000				\$22,000
TOTAL CAPITAL OUTLAY:	\$22,000				\$22,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$390,100				\$390,100

**Description:**

North Idaho College (NIC) has been engaged in developing Guided Pathways for over two-years, working across the college to develop curricular maps and group courses of study into six distinct focus fields: STEM; Manufacturing and Trades; Arts, Communication & Humanities; Healthcare; Social and Human Services; and Business Administration & Management. Building upon the work of Bailey, Jaggars and Jenkins and their research on *Redesigning America's Community Colleges*, NIC is implementing a model to support students at each aspect of the student experience, encourage completion and decrease cost and time to degree.

Complementing and expanding upon the work funded by the legislature to support college and career counseling within the high schools, the Pathways Program is developed around best practices to increase Go On rates, decrease summer melt, and provide enhanced college and career services to underserved and underrepresented populations from the rural counties of Region 1. By providing the personnel and resources to deliver

traditional college onboarding services to students at their high schools and in their communities, the Pathways program engages students in early exploration of career choices, college programs and classes through advanced opportunities, financial assistance applications, learning assessment, and registration at their high schools. Pathfinders will be located within high schools in the five counties of the NIC Region 1 service area, work in partnership with school counselors and serve as educational guides for students to determine and follow their guided pathway to college, through the completion of a degree or certificate and on to a transfer institution or a career.

In addition to the three Pathfinders, a Guided Pathways Coordinator will oversee the implementation of the pathfinder program, facilitate dialogue and integration with regional high schools, and support alignment of curricular offerings through the Guided Pathways model to enhance college access, completion, and transfer. The addition of these resources and the integration of the services along the educational path will reduce the overall cost of degree completion, time to degree completion and reduce opportunity costs for students pursuing higher education.

Key outcomes for this program will be increased go-on rates from students in Region 1 through early identification of student strengths, appropriate career choices and integrated support of the processes that lead to college matriculation. As the student chooses an appropriate pathway and benefits from the intentional programming and supports that are part of the Guided Pathways model, higher rates of certificate and degree attainment are anticipated with corresponding increases in rates of successful transfer and career placement.

### **Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

This request is for three FTEs to serve as Pathfinders in Region 1 and one FTE for a Guided Pathway Coordinator. Working closely with students in the high schools, the Pathfinders would promote dual credit offerings as well as help students see how what they are doing in the high school connects to their future goals for college and career. This is requested as general fund (base) support.

2. What resources are necessary to implement this request?

- a. Guided Pathways Coordinator Full-Time Benefited July 1, 2019 Hire Date  
Pathfinders (3) Full-Time Benefited July 1, 2019 Hire Date
- b. There will be no existing human resources that will be redirected to this new effort.
- c. Capital requests include initial IT needs. Operating expenses of \$65,000.

3. This request is for ongoing funding of the four positions and associated operating expenses along with a one-time capital expenses are for initial IT needs.



4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request would initially serve 10<sup>th</sup> through 12<sup>th</sup> grade students in Benewah, Bonner, Boundary, Kootenai, and Shoshone Counties. The long-term return on this funding will be greater access to higher education and improved enrollment, completion, and transfer rates.

AGENCY: Agricultural Research &amp; Ext

Agency No.: 514

FY 2019 Request

FUNCTION:

Function No.: 02

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ACTIVITY:

Activity No.:

Original Submission X or

Revision No. \_\_\_\_

A: Decision Unit No: <b>12.01</b>		Title: <b>4-H STEM Education</b>			Priority Ranking 1 of 2
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	5.00				5.00
PERSONNEL COSTS:					
1. Salaries	\$286,500				\$286,500
2. Benefits	129,000				129,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$415,500				\$415,500
OPERATING EXPENDITURES by summary object:					
1. Travel	\$40,000				\$40,000
2. Educational resources	80,000				80,000
TOTAL OPERATING EXPENDITURES:	\$120,000				\$120,000
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$535,500				\$535,500

**Description:**

This proposal enables University of Idaho Extension to build on its successes in other educational areas and expand participation by students and 4-H leaders across Idaho in quality STEM programs within 4-H programming. The requested positions would engage more youth from Idaho rural and urban communities, train more leaders to be effective STEM educators, and expand networks integrating local and state efforts to build systems to serve all Idaho youth in non-formal STEM education.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

Funding to establish four (4) new 4-H STEM Area Extension Educators and one (1) 4-H administrative coordinator, with operating funds, is being requested to increase engagement with more youth and 4-H leaders in Idaho communities in the development of STEM knowledge and skills, postsecondary educational opportunities, and career awareness. Currently, UI Extension 4-H Youth Development offers K-12 non-formal educational programming in all counties in Idaho serving over 75,000 youth annually. UI Extension 4-H has led in developing STEM opportunities for Idaho youth, reaching 13,000 youth annually. Demand for these programs has grown rapidly. These STEM opportunities include programs in Agricultural, Natural and Biological Sciences, Technology and Engineering, such as Water Quality, Animal Health, Robotics and Drones, Coding, Electronics, 3-D Printing, Physical Computing, and other exciting STEM activities. Additional capacity to run quality educational 4-H STEM programs is needed to meet growing demand from rural and urban communities across Idaho. The educational programming funded by this request will complement the work of the Idaho STEM Action center as we coordinate efforts to expand STEM educational opportunities for Idaho youth.

This request includes four Area Extension Educator positions to be located across the State, an administrative support staff, educational resources for use in programs, and operational funds for the Educators to facilitate this expanded program.

2. What resources are necessary to implement this request?

**a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.**

Four (4) FTE Area 4-H STEM Educators at \$63,600 per position with benefits of \$27,100 for a total of \$90,700 each. Anticipated date of hire would be July 1, 2019. The terms of service would be Full Time, benefits eligible and tenure-track faculty status.

One (1) Administrative Coordinator at an annual salary of \$32,100 with benefits of \$20,600 for a total of \$52,700. Anticipated date of hire would be July 1, 2019. The terms of service would be Full Time, benefits eligible and on-going administrative support status.

Total for personnel salary and fringe is **\$415,300.**

**b. List any additional operating funds needed.**

Four (4) educational resources funds of \$20,000 per individual for a total of \$80,000

Four (1) Annual travel budgets to reach rural communities at \$10,000 per person for a total of \$40,000

Total for operating funds is **\$120,000.**

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

This request is for ongoing funding for expanded program development and delivery. UI Extension is an established network throughout Idaho with a long history of supporting Idaho communities by providing youth and adult educational programs. The requested positions would build onto the existing infrastructure, local institutional knowledge, and university-driven expectation for high-quality programs to enable a focus on educational STEM programs.

A STEM-focused staff in Extension 4-H will enable greater outreach to communities including involvement and coordination with formal and informal educational interests, will greatly increase the access to STEM programs for Idaho communities, and will improve the quality of STEM activities. In addition, having a formalized STEM educational staff will enable a greater ability to implement more robust investigations to examine programmatic quality, to test ideas, and to obtain reliable information on what is working and what is not working in informal STEM education on community, regional, and statewide level. Moreover, establishing a broader and coordinated foundation devoted to STEM education will open the door to external funding just as Extension has accomplished in its Healthy Living and Agricultural Education programs.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

UI Extension 4-H leads programs open to all youth in both rural and urban communities throughout Idaho. This request is designed to build the capacity to scale up our programs to meet the demand to involve and serve more youth across Idaho.

The expected, immediate impacts if this request were funded would be a doubling to quadrupling of the number of youth in STEM programs such as coding, robotics, and water resources. We have confidence in this expectation because of feedback from participants and county staff.

The expected longer term impacts are increased Go-On Rates and increased interests in pursuing STEM fields. We are confident in stating this impact because our robotics programs alone have improved youth interest in pursuing post-secondary training in STEM fields. Many youth have reported in post-season surveys that they very likely to pursue engineering as a result of their involvement in robotics. Some even report that they decided to pursue college because of their involvement.

This appeal for funding is serving the citizenry of the State of Idaho. It is essential that we support formal education with non-formal activities, classes, and contests that engage youth and their parents in STEM education. Non-formal STEM Education helps build a healthy, well-educated workforce that will engage in STEM careers and will continue to build our collective society. If this request is not funded, the state and the youth in the state are impacted by the lack of opportunity for engagement in the learning process.

AGENCY: Agricultural Research &amp; Ext

Agency No.: 514

FY 2020 Request

FUNCTION:

Function No.: 02

Page \_1\_ of \_5 Pages

ACTIVITY:

Activity No.:

Original Submission X or

Revision No. \_\_\_\_

A: Decision Unit No: <b>12.02</b>		Title: <b>Rock Creek Cattle Research &amp; Ext</b>		Priority Ranking 2 of 2	
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	2.00				2.00
PERSONNEL COSTS:					
1. Salaries	\$101,000				\$101,000
2. Group Positions	86,000				86,000
3. Benefits	49,200				49,200
TOTAL PERSONNEL COSTS:	\$236,200				\$236,200
OPERATING EXPENDITURES by summary object:					
1. Trucking	\$20,000				\$20,000
2. Fencing maintenance and repairs	15,000				15,000
3. Minerals, veterinary medicine	5,000				5,000
4. Researcher/Extension Travel	10,000				10,000
5. Research operating	40,000				40,000
TOTAL OPERATING EXPENDITURES:	\$90,000				\$90,000
CAPITAL OUTLAY by summary object:					
1. VHF transmitters (175@\$165/each)	\$28,900				\$28,900
2. Field Computers and Software	3,000				3,000
3. Monitoring equipment	25,000				25,000
TOTAL CAPITAL OUTLAY:	\$56,900				\$56,900
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$383,100				\$383,100

**Description:**

This proposal enables the University of Idaho's Extension and Colleges of Agricultural and Life Sciences and Natural Resources to expand programs to the Rinker Rock Creek Ranch. The Ranch is a living laboratory with a unique interface between a working landscape with a complex ecosystem of domesticated and wild animals and public recreational activities. It is part of an active public-private partnership between UI, the

community, governmental agencies and private entities to address the critical societal and ecological questions on the impact of grazing on rangeland ecosystems. This ARES request is to support its cattle operations and management, and research and Extension programs at the Ranch to help ensure that Idaho's land use and livestock management and policies are based on the highest quality research conducted here in Idaho.

### Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

To this point, no permanent staff are present at this location as it has not been in possession of the University of Idaho. Faculty and staff from other Research and Extension Centers in Idaho have spent time at the Rinker Rock Creek Ranch to demonstrate the potential value for research. Additional staffing is requested as the Ranch comes under ownership of the University of Idaho during 2018. Funding for salary and benefits for a ranch manager and a research support specialist are being requested to provide the necessary support for cattle management with the accompanying research and Extension activities at the Ranch. This request also includes funding for two undergraduate summer student internships will gain experiential education supporting the ranch manager and the on-site Extension STEM activities. Funding to support two graduate research assistants as part of the UI Rangeland Center annually is also included to support field research to benefit Idaho's rangelands and agricultural communities. Research topics may change from year to year as new and critical issues in cattle management and interactions with rangeland ecosystems and land use/wildlife policies emerge. Operating funds for livestock management and research programs, and one-time capital expenditures needed to monitor environmental conditions to support program activities are also requested.

2. What resources are necessary to implement this request?

- a. **List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.**

Additional ARES base funding for salary will include staff to manage the Ranch and provide research and Extension programming support and salaries for undergraduate and graduate students who will gain valuable experiential learning experiences on the Ranch.

One (1) FTE Ranch Manager at \$53,000 with benefits of \$24,900 for a professional line of \$77,900. One (1) Research Support Specialist at \$48,000 with benefits of \$23,900 for a professional line of \$71,900. Anticipated date of hire would be July 1, 2019. The terms of service would be Full Time and benefits eligible.

Two (2) undergraduate student Interns (\$13,000 each) with benefits of \$100 for a total of \$26,100 to assist the ranch manager and research support specialist with animal management. Anticipated date of hire would be July 1, 2019. The terms of service would be temporary and based upon the time cattle are present at Rock Creek Ranch (April to October).

Two (2) graduate students per year will receive Research Assistantships as field researchers conducting research on projects with faculty from the Rangeland Center at \$60,000 per year with benefits of \$300. Anticipated start date of August 15, 2019.

Total for salary and fringe is **\$236,200.**

**b. List any additional operating funds needed.**

Additional ARES base funds are requested for management of the ranch throughout the year and when cattle are present, as well as support for research and Extension programs. This includes trucking of cattle between the Nancy M. Cummings Research Extension and Education Center (NMCREEC) in Carmen to and from the Rinker Rock Creek Ranch (\$20,000), repairs and maintenance of fences, water systems and riparian areas (\$15,000), minerals and veterinary care for cattle at Rinker Rock Creek Ranch (\$5,000). Travel for faculty, students, and staff from NMCREEC and other current UI locations to Rock Creek to conduct research and Extension programming (\$10,000), and research operating funds for multiple coincident research projects of \$40,000 each year are also requested.

Total for operating is **\$90,000.**

**c. List any Capital Expense funds needed.**

Funds are requested for one-time funding of \$31,900 capital outlay for transmitters, field computers and software licensing requirements. One-time funds for monitoring equipment to be established around the ranch to monitor rainfall, temperature, etc. are also requested (\$25,000) which includes solar panels for electrical supply.

Total for capital expenditures is **\$56,900.**

**3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.**

This request is for continuous funding as the impetus for program development and greater utilization at Rinker Rock Creek Ranch as ownership is assumed by the University of Idaho in 2018. The opportunity to conduct critical research into the impact of livestock grazing will be greatly enhanced by the presence of Rinker Rock Creek Ranch as access to a landscape similar to that used by livestock will be available. The opportunities to obtain external grant awards on the impacts of grazing on rangeland ecology will be substantial. In addition, through the NMCREEC a direct comparison of economics and strategies for success will be examined for cattle grazing sagebrush ecosystems versus intensively managed pastures. This research will assist in informing ranchers and the public about the value of rangeland. Extension programming will occur on Rinker Rock Creek Ranch, and will engage the local community through 4-H STEM programs and informal educational programs.

**4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?**

This request is designed to serve the citizenry of the State of Idaho as it addresses key societal issues related to use of public lands. Understanding the best management practices for grazing cattle in the natural landscapes of Idaho will support proper use of natural resources. Additional knowledge will be obtained relative to shared uses of range including grazing and recreational activities. This request will directly impact ranchers and rangeland landowners of the state. Faculty and students are also primary beneficiaries. Secondly, all Idaho citizens will be affected by economic factors influenced by sage-grouse habitat, land use and livestock management decisions. The University of Idaho, the College of Agricultural and Life Sciences and the College of Natural Resources will have enhanced research capacity to support the citizens of Idaho with the funding for activities within the UI Rangeland Center conducted at Rinker Rock Creek Ranch. This will also expand Extension programs in 4-H STEM activities as well as programs for the community.

If the funding is not provided, activities at Rinker Rock Creek Ranch will be limited leading to a lack of objective, science-based answers to publicly important questions about the use of natural resources as working landscapes.



**AGENCY: Health Education**  
**FUNCTION: WWAMI ECHO Idaho**  
**Project**

Agency No.: 515

FY 2020 Request

Function No.: 02

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 Original Submission X or  
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ACTIVITY: Strategic Initiatives

Activity No.:

A: Decision Unit No: <b>12.01</b>		Title: <b>ECHO Idaho Project</b>			Priority Ranking 1 of 1
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	2.00				2.00
PERSONNEL COSTS:					
1. Salaries	\$124,000				\$124,000
2. Benefits	54,200				54,200
3. Group Position Funding	128,000				128,000
TOTAL PERSONNEL COSTS:	\$306,200				\$306,200
OPERATING EXPENDITURES by summary object:					
1. Travel	\$20,000				\$20,000
2. Operating	40,000				40,000
TOTAL OPERATING EXPENDITURES:	\$60,000				\$60,000
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$366,200				\$366,200

### Description:

#### Idaho ECHO Project.

Project ECHO (Extension for Community Health Outcomes) expands access to specialty and high-quality primary care. ECHO Idaho uses distance technology to build the capacity of healthcare providers to treat complicated patients they would otherwise refer out. ECHO Idaho offers providers the knowledge and support they need through continuing medical education and participant-provided case studies to treat common, complex conditions in rural and underserved areas within Idaho. In this way, patients receive the right care, in the right place, at the right time.

The ECHO model was developed by the University of New Mexico Medical Center and focused on Hepatitis C. ECHO has now been successfully replicated throughout the

United States to address more than 40 complex diseases, including diabetes, opioid addiction, and behavioral/mental health.

ECHO Idaho launched its first virtual teleECHO clinic March 2018 focusing on Opioid Addiction and Treatment. An interdisciplinary specialist team (hub) uses video conferencing technology to connect twice a month with students and providers throughout the state (spokes) for a brief lecture on an opioid-related topic followed by a case presentation and discussion. ECHO Idaho is the only ECHO project focused on filling the need to support local networks, create linkages, and build community of *Idaho* providers who care for *Idaho* patients, and who understand *Idaho's* unique challenges and opportunities.

### **Questions:**

#### **1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?**

The request is for personnel costs and operating expenses. Funds will be utilized to provide staff salary and benefits, as well as cover yearly operating expenses for the ECHO program.

The request is for two-full time ECHO staff personnel and salary compensation for ECHO panel experts for clinic sessions. ECHO Idaho staff will maintain critical infrastructure and to deliver teleECHO clinics in:

- Opioid Addiction and Treatment
- Behavioral/Mental Health

ECHO Idaho staff will collect and analyze data from various sampling points on ECHO Idaho's impact to the state. Resources will also be utilized to support travel, supplies and operating expenditures to support teleECHO sessions and ECHO Idaho project functions. In March of 2018 the University of Idaho launched ECHO Idaho with resources from a grant through the State Healthcare Innovation Plan (SHIP), WWAMI Medical Education Program, and the University of Idaho. The first ECHO clinic is on Opioid Addiction and Treatment. Funds from SHIP will end January 2019. The University of Idaho will continue to support ECHO program through WWAMI Medical Education by providing administrative oversight and assistance from our financial specialist and other program staff. Current base funding from the SHIP grant is \$366,143 and will expire January 2019. We are asking for permanent base funding support for ECHO Idaho.

#### **2. What resources are necessary to implement this request?**

- a. **List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.**

**Program Manager (1.0 FTE), full time, 12 month appointment, benefit eligible. Hired**

This position is responsible for the management and leadership of ECHO Idaho. The program manager is responsible for managing the day-to-day operations of the ECHO program, including coordination of teleECHO clinic initiatives and deliverables. Key responsibilities include planning and oversight of the team's activities, coordinating ECHO curriculum development, and promoting the ECHO learning model in the state. The program manager builds effective relationships with Project ECHO staff, University of Idaho WWAMI staff, spokes, and community partners to advance the program in the state.

**Clinic Coordinator (1.0 FTE), full time, 12 month appointment, benefit eligible. Hired**

This position is responsible for coordinating educational sessions for ECHO Idaho and assisting with the use of distance learning technology. The clinic coordinator supports the production and distribution of distance education course materials, schedules, and facilitates delivery of academic courses to learners at remote sites. Key responsibilities include conducting surveys and preparing reports as needed, developing and distributing promotional and informational materials, and providing direct academic/administrative guidance and assistance to distance education students. The clinic coordinator maintains the integrity of data collection and databases and maintains collaborative relations with rural community partners and internal ECHO/University of Idaho staff.

**Group Position Funding**

This funding will be used to compensate ECHO panel experts for clinic sessions.

**b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.**

Financial specialists will support project operations to process travel and supply purchases. Human Resources will support hiring of personnel. Marketing and Communications staff will support publication and promotion of project results. Director level oversight to ensure adherence to University policies and procedures. Existing operations will be minimally impacted as these functions are currently in place to support all similar activities within the WWAMI Medical Education program.

**c. List any additional operating funds and capital items needed.**

No capital funding is required. Operating funds of \$60,000 are requested to cover travel, supplies and teleECHO expenses.

**3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.**

This request is for ongoing annual funding in support of ECHO Idaho teleECHO clinics on Opioid Addiction and Treatment, and Behavioral Health/Mental Health. It is anticipated that additional grants will be sought to support the growth of ECHO clinic sessions on other complex diseases in Idaho. Data collection and sample analysis collected through the ECHO Idaho program will continue to build a long-term data set to demonstrate the health care impacts from participants of the teleECHO clinics.

**4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?**

Enrollment and participation in ECHO Idaho is free and practitioners earn continuing medical education credits. The target audience is a wide range of healthcare providers, including nurses, community health workers, medical assistants, pharmacists, counselors, nurse practitioners, physician assistants, physicians, students and others who provide healthcare education or services. In ECHO Idaho's initial pilot program, the participants come from all seven health districts, 11 counties, 16 cities, and 33 clinics/organizations. Initial feedback has been positive, and interest is rapidly growing. Idaho providers, healthcare workers, health profession students and patients will be served by this critical program. The expected impacts are long-term changes in health provider self-efficacy and knowledge in specialty areas for complex clinical problems in Idaho. These benefits will impact Idaho patients by providing the right treatment in the right time in a cost-effective model. The ECHO model is cost-effective in terms of expenses relative to outcome improvements. Cost savings attributed to ECHO projects in other states include reduced hospitalizations and ER visits, preventing the costs of untreated diseases, savings related to increased provider recruitment and retention, and patients saving the expense of traveling long distances to see a specialist.

If this project is not funded there will be increased difficulty to obtain any of the benefits mentioned previously.

**AGENCY: Health Education Programs**

FUNCTION: University of Utah

Medical Education Program

ACTIVITY: Strategic Initiative

Agency No.: 515

Function No.: 04

Activity No.:

FY 2020 Request

Page 1\_ of 3 Pages

Original Submission X or

Revision No. \_\_\_\_

A: Decision Unit No: <b>12.01</b>		Title: <b>Year 4 Two Additional Seats</b>			Priority Ranking 1 of 2
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Operating Expenses					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	\$119,600				\$119,600
LUMP SUM:					
GRAND TOTAL	\$119,600				\$119,600

**Description:**

In FY17 two (2) additional positions for medical students in the University of Utah School of Medicine (UUSOM) program were appropriated increasing the incoming class of UUSOM students in the fall of 2016 to a total of ten (10). The FY17 Legislative Budget Book states the two new seats would require a funding commitment in FY18, FY19 and FY20 as students move successfully through medical school toward graduation increasing the total from 32 to 40 Idaho students. This request is for the two (2) additional positions for the fourth year students.

This request supports the recommendations of the State Board of Education's Medical Education Subcommittee from January, 2009. Specifically, recommendation #3: "Expand the total number of medical seats for Idaho sponsored students to between 60 to 90 per

year (an aggregate total of 240 to 360) as soon as practicable through partnerships with WWAMI, WICHE, University of Utah, osteopathic schools and other medical schools.”

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

This is a request for two additional UUSOM seats in the amount of \$89,200 in Trustee & Benefits. This increase is in line with the commitment made in FY 17 to increase funding and medical students in years 2, 3, and 4 of medical school, with proportional costs in each of those years, as students move successfully through medical school toward graduation.

This request would add two students in the fourth year class of FY20 or 10 students per year, for a total of 40 Idaho UUSOM students enrolled in medical school by FY20 (Fall 2019).

2. What resources are necessary to implement this request?
  - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.  
No FTE are associated with this budget.
  - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.  
None.
  - c. List any additional operating funds and capital items needed.  
None.
3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

This request would require ongoing General Funds.

Each year the contract price for all UUSOM seats increases by an amount which is equal to the increase in the Higher Education Cost Adjustment (HECA) index published for the most recently available preceding academic year.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

If this request is not funded, the additional two positions appropriated in FY17 would not be sustained and the number of incoming students would need to be reduced to the previous eight (8) seats.

**aAGENCY: Health Education Programs**

FUNCTION: University of Utah

Medical Education Program

ACTIVITY: Strategic Initiative

Agency No.: 515

Function No.: 04

Activity No.:

FY 2020 Request

Page 1\_ of 3 Pages

Original Submission X or

Revision No. \_\_\_\_

A: Decision Unit No: <b>12.02</b>		Title: <b>Resident Leave of Absence</b>			Priority Ranking 2 of 2
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Operating Expenses					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	\$22,300				\$22,300
LUMP SUM:					
GRAND TOTAL	\$22,300				\$22,300

**Description:**

The Legislature has provided funding for 38 Idaho residents in the University of Utah School of Medicine (UUSOM) program for FY 2019. A separate line item requests funding for an additional and final increase of two residents for the 4<sup>th</sup> year residency. This request is for one-half year funding for an Idaho student who is returning from a medical leave of absence. One student is on track and scheduled to graduate one (1) semester early (in December 2018) and start her pediatric residency in January 2019. This would mean she would not need the entire year of Idaho funding. Another student currently in his second year will need an entire year of funding due to his return from a medical leave of absence. Another Idaho student filled his slot, therefore additional funding is needed. UUSOM will bank the one semester savings from the first student from FY 2019 and use those funds in FY 2020 for the second student. Therefore, we only need to ask for one semester's funds for FY 2020.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

This is a request for one semester funding for a student returning from a medical leave of absence. Since it was not known whether the student would return to the UUSOM program, the student's slot was filled by another Idaho student.

2. What resources are necessary to implement this request?
  - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.  
No FTE are associated with this budget.
  - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.  
None.
  - c. List any additional operating funds and capital items needed.  
None.
3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

This request would require one-time General Funds.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

If this request is not funded, the Idaho student will not be able to return from his medical leave of absence.



**aAGENCY: Health Education Programs**FUNCTION: Graduate Medical  
Education

ACTIVITY: Strategic Initiative

Agency No.: 515

Function No.: 04

Activity No.:

FY 2020 Request

Page 1\_ of 3 Pages  
Original Submission X or  
Revision No. \_\_\_\_

A: Decision Unit No: <b>12.01</b>	Title: <b>Graduate Medical Education</b>			Priority Ranking 1 of 1	
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Operating Expenses					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	\$3,085,000				\$2,905,000
LUMP SUM:					
GRAND TOTAL	\$3,085,000				\$2,905,000

**Description:**

The Legislature appropriated the following for fiscal year 2019.

Family Medicine Residencies, \$565,000:

FMRI Boise, \$240,000 to increase funding to \$35,000 per resident

ISU FMR, \$105,000 to increase funding to \$40,000 per resident

ISU Pharmacy, \$130,000 to increase funding to \$35 per resident

Boise Internal Medicine, \$77,500 to increase funding to \$35,000 per resident

Psychiatry Education, \$240,000 to increase funding to \$60,000 per resident

Eastern Idaho Medical Residencies, \$455,000 established at \$35,000 per resident

Bingham Internal Medicine, \$525,000 established at \$35,000 per resident

Assumptions for FY 2020 line item requests:

1. Update for FY 2020 using the following criteria.
  - a. ISU's new baseline being at \$40,000 per resident
  - b. UW Psychiatry being at \$60,000
  - c. All other programs being at \$35,000 per resident
  - d. Bingham's ( Blackfoot ) Internal Medicine Program – fully funded at \$60K
  - e. Idaho Falls Internal Medicine Program being funded for year one only at \$35, 000
2. Showing all programs now being increased to \$45,000 for all existing residents.
3. Bringing all new resident/fellow requests for the year FY2020 on at the \$60,000.

See following page for total increases by program for all Health Education Programs.

Family Medicine Residencies	\$480,000
ISU FMR	415,000
FMR Kootenai	180,000
Boise Internal Medicine	590,000
Eastern Idaho Medical Center	1,060,000
Bingham Internal Medicine	180,000
University of Utah School of Medicine	<u>180,000</u>
Total Graduate Medical Education	\$3,085,000

**Ten Year GME FY 2020 Budget Increase Request - Addendum**

Program	Current Funding per FTE	Existing Residents (FY2020)		New Residents / Fellows (FY 2020)		Other	Total FY 2020 Requested Funding Increase
		FTEs	Increase Funding to \$45K	FTEs	Funding at \$60K		
<b><u>Family Medicine Residency of Idaho</u></b>	\$ 35,000						
Boise Family Medicine		33	\$ 330,000		\$ -	\$ -	\$ 330,000
Caldwell FM Rural Training Track		9	90,000		-	-	90,000
Magic Valley FM Rural Training Track		6	60,000		-	-	60,000
Nampa Family Medicine		-	-	6	<i>funded</i>	-	-
Total		48	\$ 480,000	6	\$ -	\$ -	\$ 480,000
<b><u>Idaho State University</u></b>	\$ 40,000						
Pocatello Family Medicine		21	\$ 105,000		\$ -	\$ -	\$ 105,000
Hospitalist				1	60,000	-	60,000
Carryover						250,000	250,000
Total		21	\$ 105,000	0	\$ 60,000	\$250,000	\$ 415,000
<b><u>Kootenai</u></b>	\$ 35,000						
Coeur d'Alene Family Medicine		18	\$ 180,000		\$ -	\$ -	\$ 180,000
Total		18	\$ 180,000	-	\$ -	\$ -	\$ 180,000
<b><u>Boise Internal Medicine</u></b>	\$ 35,000						
Internal Medicine		29	\$ 290,000	4	\$ 240,000	\$ -	\$ 530,000
Preliminary Year Intern Program		4	40,000		-	-	40,000
IM Chief Resident		2	20,000		-	-	20,000
Total		35	\$ 350,000	4	\$ 240,000	\$ -	\$ 590,000
<b><u>University of Washington - Psychiatry</u></b>	\$ 60,000						
Seattle/Boise Core Program		8	\$ -	-	\$ -	\$ -	\$ -
Total		8	\$ -	-	\$ -	\$ -	\$ -
<b><u>Bingham Internal Medicine</u></b>	\$ 35,000						
Blackfoot Internal Medicine		12	\$ 120,000	1	\$ 60,000	\$ -	\$ 180,000
Total		12	\$ 120,000	1	\$ 60,000	\$ -	\$ 180,000
<b><u>Eastern Idaho Regional Medical Center</u></b>	\$ 35,000						
Idaho Falls - Internal Medicine		10	\$ 100,000	10	\$ 600,000	\$ -	\$ 700,000
Idaho Falls - Family Medicine		-	-	6	360,000	-	360,000
Total		10	\$ 100,000	16	\$ 960,000	\$ -	\$ 1,060,000
<b><u>University of Utah / ISU</u></b>	\$ 60,000						
Salt Lake City/Pocatello Core Program		-	\$ -	3	\$ 180,000	\$ -	\$ 180,000
Total		-	\$ -	3	\$ 180,000	\$ -	\$ 180,000
<b>Grand Total</b>		152	\$ 1,335,000	30	\$ 1,500,000	\$ 250,000	\$ 3,085,000

**AGENCY: Special Programs**  
**FUNCTION: Forest Utilization**  
**Research (FUR)**

Agency No.: 516

FY 2020 Request

Function No.: 01

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**ACTIVITY: Strategic Initiatives**

Activity No.:

FUR- Wood Utilization in Commercial Building Faculty					
A: Decision Unit No: <b>12.01</b>	Title:			Priority Ranking 1 of 2	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.00				1.00
PERSONNEL COSTS:					
1. Salaries	\$88,500				\$88,500
2. Benefits	32,400				32,400
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$120,900				\$120,900
OPERATING EXPENDITURES by summary object:					
1. Travel	\$5,000				\$5,000
2. Operating	10,000				10,000
TOTAL OPERATING EXPENDITURES:	\$15,000				\$15,000
CAPITAL OUTLAY by summary object:					
1. PC, building design or other applicable software, and workstation	\$5,000				\$5,000
TOTAL CAPITAL OUTLAY:	\$5,000				\$5,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$140,900				\$140,900

### Description:

**Advancing the use of forest products in commercial building at the University of Idaho by investing in human resources.**

The University of Idaho seeks to engage the integrated industries involved in commercial building to develop the emerging economy of sustainable commercial building. Wood is the ideal raw material as a renewable building material allowing for carbon sequestration while consuming less energy during production as compared to concrete and steel. Engineered wood products enable flexible, rapid modular construction while still allowing for sophisticated design. The northwest and southeast US are the two most productive timber regions. Idaho, with a forest products industry

currently producing 10% of state domestic product, is uniquely positioned with timber and manufacturing to meet the demands of the market. Integrating engineering to address code specifications, architects in design utilization and construction firms with product knowledge will drive industry growth. Increased, sustainable use of Idaho's timber will result in direct and indirect jobs (transportation, manufacturing, etc.), support rural communities dependent on these industries, and support the Idaho Department of Lands return on investment to Idaho's schools.

### **Questions:**

#### **1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?**

The College of Natural Resources is requesting \$140,900 in the Forest Utilization Research (FUR) budget to provide salary and fringe support, plus travel, operations, and capital equipment, for a new faculty hire to enhance scholarly activity and outreach with Idaho's forest industry and commercial building sectors. These resources will enhance the capability of FUR programs to work with stakeholders and leverage additional funds from other non-state sources, both of which help strengthen traditional Idaho industries and rural communities that rely on the jobs from timber harvesting, forest product manufacturing, architecture, engineering and construction. There is currently no capacity for this position. This position may hold dual appointments or adjunct status in the colleges of Engineering and/or Art & Architecture.

#### **2. What resources are necessary to implement this request?**

##### **a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.**

The College of Natural Resources is requesting funds sufficient to provide full-time salary and benefits support for a new faculty position in wood utilization in commercial buildings at the rank of associate professor or professor.

##### **b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.**

There will not be redirection.

##### **c. List any additional operating funds and capital items needed.**

The request includes \$5,000 for travel, \$10,000 for operating expenses, and \$5,000 for capital equipment including dedicated software used to perform duties of position.

#### **3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.**

Salary, fringe, travel and operating will be ongoing, with capital outlay as one-time funding. We anticipate that funding can be leveraged for external grant awards but have no assumptions for revenue amounts.

**4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?**

The new faculty position will directly serve Idaho's forests, forest industries, construction and commercial building industries, and state agencies including the Idaho Department of Lands. Rural communities will benefit from potential increases in forest and forest product activity. The position will also strengthen leverage for non-FUR dollars, benefitting faculty and students. This position can provide ancillary benefits to either or both the College of Engineering and Art & Architecture through increased capacity in relative disciplines.

**AGENCY: Special Programs**  
**FUNCTION: Forest Utilization**  
**Research (FUR)**

**ACTIVITY: Strategic Initiatives**

Agency No.: 516

Function No.: 01

Activity No.:

FY 2020 Request

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FUR - Mica Creek Watershed Project					
A: Decision Unit No: <b>12.02</b>	Title: <b>Project</b>			Priority Ranking of 2 of 2	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	\$60,000				\$60,000
2. Benefits	35,000				35,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$95,000				\$95,000
OPERATING EXPENDITURES by summary object:					
1. Travel	\$6,000				\$6,000
2. Operating	26,000				26,000
TOTAL OPERATING EXPENDITURES:	\$32,000				\$32,000
CAPITAL OUTLAY by summary object:					
1. PC, building design or other applicable software, and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$127,000				\$127,000

### Description:

#### Mica Creek Watershed Project.

In 1990 a study examining the impacts of modern forestry practices on stream characteristics and fish was initiated in the Mica Creek watershed. A formal Before-After-Control-Treatment study was completed in 2005 and peer-reviewed papers have been published on water quality, sediment, temperature, dissolved chemistry, and aquatic insects. Watershed-side stream instrumentation and data collection has continued uninterrupted since this time, and the latter half of the 27-year data set reflects operational working forest conditions. The study provides a data-driven, science based platform to evaluate forest practice rules that govern water quality,

protection, as well as fish and wildlife conservation issues relative to state, federal, and private forest landowner management. The project results were used directly in discussions of regulatory changes at both the state and federal level. Results have informed and influenced revisions of the Idaho Forest Practice Rules on tree retention in streamside areas; were influential in the regulatory debate over treating roads and culverts as point sources of pollution; and are routinely used in National Environmental Policy Act (NEPA) evaluations for US Forest Service timber sales. Maintaining the ability to continue building on the data set from this long-term study is critical to informing natural resource protection policies in Idaho. This is especially critical given emergent concerns about decreasing summer flows and impacts on fish populations resulting from forest regrowth that will potentially impact forest products and related industries.

### **Questions:**

#### **1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?**

This is a request to increase base funding for annual maintenance for the Mica Creek Watershed Project. Specifically, funding will support 2 part-time field technicians to maintain critical infrastructure and to collect and analyze data from various sampling points, travel and supplies to support data collection and two sample analyses of sediment macroinvertebrates. There is currently no base funding for this project, however there is agency staffing within base budget to support the project at an administrative level. Administrative support will include financial specialists, human resources, marketing and communications as well as director level guidance.

#### **2. What resources are necessary to implement this request?**

##### **a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.**

(2) Research Technicians, part time, on 6-12 month appointments (depending on weather and field season access), PERSI eligible. Anticipated hire date will be upon approved funding at the beginning of the fiscal year (typically on or around July 1).

##### **b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.**

Financial specialists will support project operations to process travel and supply purchases. Human Resources will support hiring of personnel. Marketing and Communications staff will support publication and promotion of project results. Director level oversight to ensure adherence to university policies and procedures. Existing operations will be minimally impacted as these functions are currently in place to support all similar activities within the Forest Utilization Research program.



**c. List any additional operating funds and capital items needed.**

No additional capital funding is required. Operating funds of \$32,000 are requested to cover travel, supplies and sample analysis.

**3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.**

This request is for ongoing annual funding in support of basic data collection and sample analysis to continue to build a long-term data set in support of Idaho forest industry, federal and state forest agencies and dependent rural communities on activities relative to actively managed forest lands.

**4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?**

The project promotes long-term economic health for communities dependent upon forested lands. The long-term economic health of such communities is dependent upon the long-term ecological health of lands. Ecological health is a substrate on which forest management and economic gain can be sustained in the long term. The project seeks to develop an integrated, mechanistic understanding of how upslope disturbances are transmitted to downstream ecosystems, to assess and improve contemporary forest management practices. This project builds on disciplinary research to develop integrated approaches to the assessment and management of working forest lands.

This project has had a major impact on the science and management of forested ecosystems in the state of Idaho and the region, and has effectively advanced the University's teaching, research and outreach missions in a key strategic area by enhancing the stewardship of the natural environment. This project has added considerable value to the Mica Creek Project initiated originally by private industry, by adding both an intensive research component focused on mechanisms producing observed changes, and an extensive component to assess forest management across a broader range of impact levels, while expanding the disciplinary breadth of observed response variables. Although the project is ongoing, the state, region and nation is benefiting, and will continue to benefit from this proactive project through an improved, interdisciplinary assessment of contemporary harvest practices. This project is therefore benefiting the forest products and associated industries, the tourism sector, and the economic development of municipalities. If the request is not funded, inactivity of this project study will result in negative impacts to Idaho's forest industry, the rural communities dependent on this industry and other associated industries utilizing Idaho's forests, state and government land managing agencies and the scientific literacy and understanding of active forest management.

**AGENCY:** Special Programs  
**FUNCTION:** Idaho Geological Survey

Agency No.: 516  
 Function No.: 02

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ACTIVITY:

Activity No.:

FTE Increase & Market Base Compensation					
A: Decision Unit No: <b>12.01</b>	Title: <b>Compensation</b>			Priority Ranking 1 of 1	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	.44				.44
PERSONNEL COSTS:					
1. Salaries	\$110,100				\$110,100
2. Benefits	28,800				28,800
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$138,900				\$138,900
OPERATING EXPENDITURES by summary object:					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$138,900				\$138,900

### Description:

Public demand for geologic and geospatial services from the Idaho Geological Survey (IGS) has grown each year for the last five years and during FY 2017 the IGS website had 453,562 visitors and users downloaded 204,770 digital products. The IGS publishes geologic research annually in the form of maps, technical reports, databases and information pertaining to mineral, oil and gas, geothermal energy and geologic hazards throughout the state and these products are uploaded to the IGS website for public dissemination.

**Priority 1:** Consistency in staffing is crucial to meet the demands of the IGS's Strategic Plan as well as fulfilling the Mission and Goals of the agency. In past years, we have had difficulty retaining quality exempt and classified staff, which results in a loss of the knowledge base that they possess. The funding being requested is to make up the difference between the pay rates currently being paid to IGS staff and the new "Market Based Compensation" levels recently set

by the University of Idaho thus allowing IGS to reduce turnover and maintain a higher quality of service to the public. Crucial staff, both exempt and classified, that will be affected by these funds are our Senior Petroleum, Geologist, Geologic Hazards Geologist, Hydrogeologist, Senior Geologist, GIS Analyst, Geologic Map/ GIS Manager, Assistant to the Director, and IGS Finance and Operations Manager.

**Priority 2A:** To bring the Assistant to the Director position from the current .875 FTE to a full 1.00 FTE. This change in FTE and appropriation is necessary so the current Assistant to the Director can accomplish all tasks associated with the position for the Moscow and Boise offices of IGS as well as assist in other administrative duties that have been added to the position.

**Priority 2B:** To bring the Senior Geologist position from the current .69 FTE to a full 1.0 FTE. This change in FTE will increase the Survey's grant award capabilities for leveraging US Geological Survey funding to IGS and providing more federal research dollars to conduct geologic mapping throughout the state. The proposed increase in FTE will also allow the Senior Geologist to devote more time for educational and outreach activities while still maintaining a robust schedule for geologic mapping.

### Questions:

#### 1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

##### a. Salary adjustments for Seven (7) IGS Exempt and Classified Staff

- i. Appropriation of \$80,400 in salary and benefits is being requested to bring 7 staff (exempt and classified) up to 85% of their University of Idaho Market Base Salary. In order to slow employee turnover, the University of Idaho has adopted a Market Based Compensation policy to help address employee retention issues. IGS has its own appropriation line from the Idaho legislature and does not have access to General Education funds from the University. This request for funding will bring all IGS exempt and classified staff up to 85% of the market-based rates set by the University of Idaho; the balance of the increase (86% to 100%) will be accomplished over time by annual Cost of Living increases allocated by the legislature and attrition in the Survey due to retirement.

##### b. Assistant to the Director additional FTE of .125 and The Senior Geologist additional FTE of .31. A total of \$57,300 is requested for salary and benefits.

- i. Request is to raise the FTE of the Assistant to the Director from .875 FTE to a full 1.0 FTE and an accompanying request to raise the FTE of the Senior Geologist from .69 FTE to a full 1.0 FTE.
- ii. Asking for additional appropriation for both positions of \$58,500 in salary and benefits which will allow IGS to fund both positions at full time of the 85% market rate set by the University of Idaho.

Additional funding and FTE for the two positions, as stated above, adds increased services to the public and improves employee retention for IGS. The .125 FTE increase for the Assistant to the Director will allow full-time work without the extra funding being drawn from IGS operating funds (OE, CO and Travel).

The extra .31 FTE for the IGS Senior Geologist provides a much stronger state match for competitive US Geologic Survey grant awards and permits the Survey to secure larger federal grant awards and map larger areas throughout the state. Providing a small increase in FTE for

the Senior Geologist also permits more IGS resources to be targeted for earth science education in public and private schools and Outreach opportunities throughout the state.

**2. What resources are necessary to implement this request?**

- a. No additional resources are required. The appropriation for both requests will be combined with existing appropriations.

**3. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.**

- a. This request is not for new employees, request is for additional funding and FTE to supplement existing IGS positions.

**4. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.**

- a. This request is for ongoing funding for existing personnel. The appropriation request will be used for salary and benefits only to keep pace with the employee Market Based Compensation program set at the University of Idaho and to increase employee retention at IGS.

**5. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?**

- a. Beneficiaries of this request will be the general public, energy and minerals industries, engineering firms, the Idaho legislature, state and federal agencies, the Governor's office and all entities who request services from the Idaho Geological Survey.
- b. If these funding requests are not granted, the Idaho Geological Survey will fall further behind existing staff salaries at the University of Idaho. When the U of I began their "Market Based Compensation" plan for employees, the primary goals were to (1) Compensate U of I employees at levels of their peers and (2) Stem the nearly 20% staff turnover per year. As this plan is implemented, the University has reallocated certain resources to meet their goals. IGS, while housed at the U of I, does not have the flexibility to share in University funds causing IGS salaries to lag behind the rest of the University. The most recent example of this "lag" is our FY19 salary levels. As the University tries to bring employees up to market base, the IGS could only fund 25% of what the University recommended.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

- a. U of I Market Based Compensation employee notification.

	Addition PCN Funding Requested to 85%					
	PCN	Current Salary	U of I established Market rate	CUPA or BLS Code	Difference to get to 85%	
	4762	\$43,077.00	\$65,124.80	CUPA 435110	\$12,279.08	
	4751	\$65,000.00	\$95,388.80	BLS 19-2042	\$16,080.48	
	1227	\$64,438.20	\$88,982.40	BLS 19-3092	\$11,196.84	
	4755	\$65,000.00	\$86,710.00	BLS 19-2042	\$8,703.50	
	4763	\$70,000.00	\$91,045.50	BLS 19-2042	\$7,388.68	
	4754	\$65,852.00	\$82,888.00	BLS 19-2043	\$4,602.80	
	4766	\$66,955.60	\$86,710.00	BLS 19-2042	\$6,747.90	
			Total		\$66,700.00	
Additional FTE and PCN Funding requested to 85%						
PCN	Current Salary	Current FTE	Additional FTE Requested	U of I established 1.0 FTE Market rate	CUPA or BLS Code	Difference to get to 85% of 1. fte
4753	\$42,292.00	0.69	0.31	\$86,710.00	BLS 19-2042	\$31,500.00
4765	\$32,759.00	0.875	0.125	\$52,456.65	BLS 43-6011	\$11,900.00
				Total		\$43,400.00
	Total Salary needed				\$110,100.00	
	Total additional Benefits needed				\$27,581.00	
	Total Request FY2020				\$137,681.00	
	CUPA College and University Professional Association					
	BLS Bureau of Labor Statistics					

**AGENCY: Special Programs**

Agency No.: 516

FY 2020 Request

FUNCTION: Idaho Small Business  
Development CenterFunction  
No.: 05

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ACTIVITY:

Activity No.:

Original Submission \_\_\_ or  
Revision No. \_\_\_\_

A: Decision Unit No: <b>12.01</b>		Title: <b>Business Development</b>			Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	0.5				0.5
PERSONNEL COSTS:					
1. Salaries	\$36,000				\$36,000
2. Benefits	14,500				14,500
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$50,500				\$50,500
OPERATING EXPENDITURES by summary object:					
Travel	\$5,000				\$5,000
Marketing, events, speaker fees	2,500				2,500
TOTAL OPERATING EXPENDITURES:	\$7,500				\$7,500
CAPITAL OUTLAY by summary object:					
Computers (one-time)	\$1,500				\$1,500
TOTAL CAPITAL OUTLAY:	\$1,500				\$1,500
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$59,500				\$59,500

**Description:**

The Idaho Small Business Development Center (SBDC) has been providing no-cost consulting and coaching to Idaho's small businesses and entrepreneurs since 1986 through a network of six (6) offices hosted by Idaho's colleges and universities. TechHelp, Idaho's manufacturing extension partnership, operates statewide from three (3) university-based offices to provide training and technical assistance to Idaho's manufacturers. This joint position represents an unprecedented partnership which maximizes statewide reach to Idaho's small businesses and manufacturers, the backbone of Idaho's economy.

This request is for a Cyber Security Specialist (1 FTE), shared between Idaho TechHelp and the Idaho SBDC, to provide assistance to small businesses and manufacturers on

cyber security prevention, detection, response and recovery. The position will be located at Boise State University and will leverage the Idaho SBDC and TechHelp networks and cyber security expertise at Boise State University. The Specialist will develop and execute a plan with metrics, to deliver assistance statewide, including rural areas, through tools, workshops, consulting, and outreach. This additional state funding will support a full-time professional and the associated operating costs to delivery statewide services.

### Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

This funding request is for 50% (each) of a shared position between the Idaho SBDC (0.5 FTE) and TechHelp (0.5 FTE). Big companies have IT departments to help protect them from cyber attacks. So hackers have turned to small businesses as easy targets and as a potential channel to gain access to large companies. Since 80% of cyber attacks can be prevented by basic risk management, this position would help owners learn about and implement risk management strategies.

Currently, both organizations have limited staff and none dedicated to cyber security where the need is increasing. The new shared SBDC-TechHelp position will focus 100% of their time on cyber security.

Ongoing salary, fringe and operating expenses are being requested.

2. What resources are necessary to implement this request?
  - One (1) new position shared between the Idaho SBDC and Idaho TechHelp
  - A new laptop computer, docking station and screens
  - Office space (provided by Boise State University)
  - Supervision/leadership
3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

Ongoing funds are being requested for one (1) new full-time position for a total of \$118,014.

One-time funding is being requested for computer/office setup for the position. Targeted customers include the combined SBDC-TechHelp customer base.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Small businesses and manufacturers all over Idaho will be served through the Idaho SBDC and TechHelp networks.

Expected impacts include cost savings and cost avoidance from decreased cyber crime risk. These expected results can be difficult to measure because program objectives are to decrease risk of cyber crimes. Participating businesses will be better positioned to prevent cyber crime. Should a hacker get through, they can be detected and an effective defensive response initiated, and companies will have a plan in place on how to recover.

If this request is not funded, more businesses will face cyber crime without the knowledge necessary to reduce their risk and mitigate the associated costs.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

Attachments:

- Idaho SBDC economic impact results for 2017



# 2017 Impact Report

*In 2017, the **Idaho Small Business Development Center** helped grow businesses through no-cost consulting and affordable trainings.*

## EMPOWERING BUSINESS SUCCESS



*"I doubt we would have achieved the success we now enjoy without [the SBDC]."*

- Charles Alpers, owner  
Zeppole Baking Company  
Boise



*"The disciplines I learned from the SBDC have been extremely crucial in setting my company up right and getting us to positive revenues much faster than expected."*

- Sarah Marshall, owner  
Off the Grid Investigations, LLC  
Idaho Falls

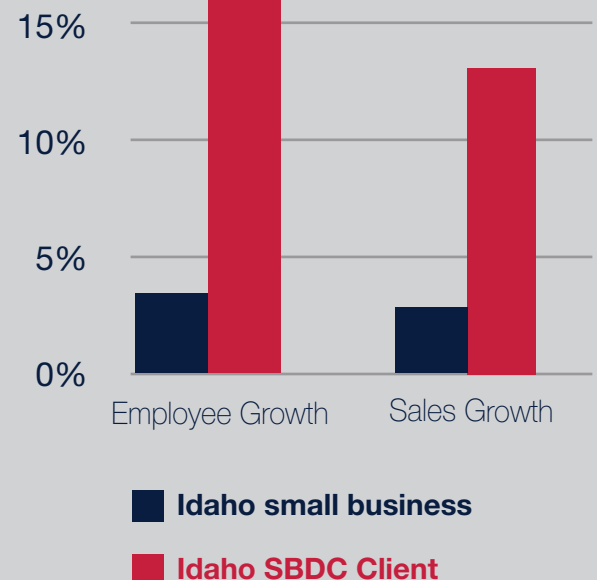


*"Working with the SBDC required us to think about our goals and gave us the confidence to start."*

- Bobbie Penney, co-owner  
Tiny Tots Learning Center



### Idaho SBDC clients outperform



# About the Idaho SBDC



- 1 **North Idaho**  
North Idaho College
- 2 **North Central Idaho**  
Lewis-Clark State College
- 3 **Southwest Idaho**  
Boise State University
- 4 **South Central Idaho**  
College of Southern Idaho
- 5 **Southern Idaho**  
Idaho State University
- 6 **Eastern Idaho**  
Idaho State University
- ★ **STATE OFFICE**  
Boise State University

## Our six regional offices offer a full suite of services:

Growth Strategies  
Technology and Innovation Operations  
Business Model Development  
Human Resources  
Loan Preparation Expansion  
Exporting Financial Analysis  
Franchising  
Strategic Planning Marketing Plans  
Leadership Development  
Government Contracting

## Specialty Programs



The **Technology Commercialization Program** helps clients take a scalable technology idea to market.



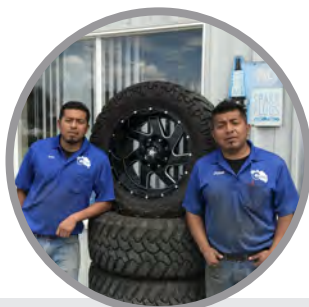
The **Procurement Technical Assistance Program (PTAC)** helps companies gain access to government contracts.



The **Environmental Regulatory Assistance Program** helps companies comply with air quality regulations.



The **Exporting Program** helps identify and assist companies new to exporting.



### Our Partners



The Idaho SBDC is partially funded by the U.S. Small Business Administration. It operates in partnership with the SBA, Boise State University and other funding sources. The support given by SBA through such funding does not constitute an expressed or implied endorsement of the co-sponsor's or participant's opinions, products or services. The Idaho SBDC is an equal-opportunity/affirmative action employer. Services are provided on a non-discriminatory basis. Reasonable accommodations will be made for persons with disabilities if requested at least two weeks in advance. Language assistance is available to those with limited English proficiency. To request an accommodation or language assistance, please contact Olgie Castillo at 208-426-1640 or IdahoSBDC@boisestate.edu.

AGENCY: **Special Programs**

Agency

No.: 516

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Function

No.: 05

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FUNCTION: **TechHelp**

Activity

No.:

Original Submission \_\_\_ or

Revision No. \_\_\_\_

ACTIVITY:

A: Decision Unit No: <b>12.01</b>	Title: <b>Business Development</b>			Priority Ranking 1 of 1	
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	0.5				0.5
PERSONNEL COSTS:					
1. Salaries	\$36,000				\$36,000
2. Benefits	14,500				14,500
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$50,500				\$50,500
OPERATING EXPENDITURES by summary object:					
Travel	\$5,000				\$5,000
Marketing, events, speaker fees	2,500				2,500
TOTAL OPERATING EXPENDITURES:	\$7,500				\$7,500
CAPITAL OUTLAY by summary object:					
Computers (one-time)	\$1,500				\$1,500
TOTAL CAPITAL OUTLAY:	\$1,500				\$1,500
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$59,500				\$59,500

**Description:**

TechHelp, Idaho's manufacturing extension partnership, operates statewide from three (3) university-based offices to provide training and technical assistance to Idaho's manufacturers. This joint position represents an unprecedented partnership which maximizes statewide reach to Idaho's small businesses and manufacturers, the backbone of Idaho's economy.

The Idaho Small Business Development Center (SBDC) has been providing no-cost consulting and coaching to Idaho's small businesses and entrepreneurs since 1986 through a network of six (6) offices hosted by Idaho's colleges and universities.

This request is for a Cyber Security Specialist (1 FTE), shared between Idaho TechHelp and the Idaho SBDC, to provide assistance to small businesses and manufacturers on

cyber security prevention, detection, response and recovery. The position will be located at Boise State University and will leverage the Idaho SBDC and TechHelp networks and cyber security expertise at Boise State University. The Specialist will develop and execute a plan with metrics, to deliver assistance statewide, including rural areas, through tools, workshops, consulting, and outreach.. This additional state funding will support a full-time professional and the associated operating costs to delivery statewide services.

### Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

This funding request is for 50% (each) of a shared position between the Idaho SBDC (0.5 FTE) and TechHelp (0.5 FTE). Big companies have IT departments to help protect them from cyber attacks. So hackers have turned to small businesses as easy targets and as a potential channel to gain access to large companies. Since 80% of cyber attacks can be prevented by basic risk management, this position would help owners learn about and implement risk management strategies.

Currently, both organizations have limited staff and none dedicated to cyber security where the need is increasing. The new shared SBDC-TechHelp position will focus 100% of their time on cyber security.

Ongoing salary, fringe and operating expenses are being requested.

2. What resources are necessary to implement this request?

- One (1) new position shared between the Idaho SBDC and Idaho TechHelp
- A new laptop computer, docking station and screens
- Office space (provided by Boise State University)
- Supervision/leadership

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

Ongoing funds are being requested for one (1) new full-time position for a total of \$118,014.

One-time funding is being requested for computer/office setup for the position. Targeted customers include the combined SBDC-TechHelp customer base.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Small businesses and manufacturers all over Idaho will be served through the Idaho SBDC and TechHelp networks.

Expected impacts include cost savings and cost avoidance from decreased cyber crime risk. These expected results can be difficult to measure because program objectives are to decrease risk of cyber crimes. Participating businesses will be better positioned to prevent cyber crime. Should a hacker get through, they can be detected and an effective defensive response initiated, and companies will have a plan in place on how to recover.

If this request is not funded, more businesses will face cyber crime without the knowledge necessary to reduce their risk and mitigate the associated costs.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

Attachments:

- TechHelp Performance Metrics results for 2017

## Performance Metrics – 2017, TechHelp

Below is TechHelp's 2017 NIST Manufacturing Extension Partnership scorecard, which is based on client responses to an independent survey. Overall performance for TechHelp's client projects reported on the scorecard is summarized as:

<b>New &amp; Retained Sales</b>	<b>\$74,600,000</b>
<b>Jobs Created &amp; Retained</b>	<b>849</b>
<b>New Investment</b>	<b>\$21,600,000</b>
<b>Cost Savings</b>	<b>\$9,400,000</b>
<b>Manufacturers Surveyed</b>	<b>81</b>
<b>Projects with Manufacturers</b>	<b>&gt;100</b>
<b>Employees Trained</b>	<b>&gt;500</b>

### Idaho TechHelp - 201

2017-4 - IMPACT Metrics as of Tuesday, March 13, 2018

CAR Operations Performance Management IMPACT Metrics						
CAR Current Quarter Performance			90			
Federal Funding - \$640,236.00    Total Cash Resources - \$1,229,206.00 (Four Quarter Rolling Average)						
Impact Metrics						
Metric	CAR Reported Impact	Normalized CAR Performance	Performance Standard	CAR Metric Points	CAR Median Performance	From Threshold
Impact data based on MEP Client Survey responses						
New Sales (10)	\$36.3 M	56.6	\$15	10	\$22.2	378%
Retained Sales (10)	\$38.3 M	59.8	\$35	10	\$56.7	171%
Jobs Created and Retained (10)	849	1326.1	500	10	747.3	265%
New Investment (10)	\$21.6 M	33.7	15	10	\$21.8	224%
Cost Savings (10)	\$9.4 M	14.6	7	10	\$10.8	209%
Percent Improving Competitiveness (10)	44.0 / 55.0	80.0%	80%	10	86.3%	0 PP
Survey Response Rate (10)	55.0 / 81.0	67.9%	70%	0	87.0%	-2.1 PP
Net Promoter Score(r) (10)	96.4 - 0.0	96.4	75	10	84.4	21.4 PP
Impact data based on Client/Project Submissions						
Mfg.Clients / \$M Fed (10)	84	131.0	73	10	70.0	180%
New Mfg.Clients / \$M Fed (10)	51	80.0	29	10	33.4	275%

- \* Net Promoter, Net Promoter System, Net Promoter Score, NPS and the NPS-related emoticons are registered trademarks of Bain & Company, Inc., Fred Reichheld and Satmetrix Systems, Inc.
- \* PP - Percentage Points

AGENCY: Office of the State Board of Education

Agency No.: 501

FY 2020 Request

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ACTIVITY: Board approved category

Activity No.:

Original Submission X or

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A: Decision Unit No: <b>12.01</b>		Title: <b>Associate Chief Academic Officer</b>			Priority Ranking 1 of 6
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	1.00				1.0
PERSONNEL COSTS:					
1. Salaries	\$85,000				\$85,000
2. Benefits	29,000				29,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$114,000				\$114,000
OPERATING EXPENDITURES by summary object:					
1.					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. PC and monitor	\$1,100				\$1,100
TOTAL CAPITAL OUTLAY:	\$ 1,100				\$1,100
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$115,100				\$115,100

**Description:**

*Assistant/Deputy Chief Academic Officer position to support postsecondary policy advancement, implementation and coordination of Board initiatives, and strategic planning and resource development necessary to effectively carry out Board priorities.*

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

*This position would support the Chief Academic Officer (CAO) in providing leadership for Academic Affairs staff (a total of four FTP) and achieving team goals. Currently the primary roles of these staff members are to perform ongoing functions dedicated to executing Board business processes. As the CAO shares primary responsibility for developing Board policy, integrating academic and student success initiatives across*

*eight public institutions, and management of various committees charged with improving postsecondary service delivery an additional leadership role is needed on the Academic Affairs team to effectively meet the demands of these items. The current model for the distribution of these efforts is not sustainable and creates bottlenecks in facilitating direct oversight, communication, and coordination across institutions, agencies, and other educational stakeholders involved with implementing Board policies and strategies.*

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Associate Chief Academic Officer; pay grade O; full-time; benefit eligible; July 1, 2019 date of hire; non-classified

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

This new position will provide management responsibilities to meet the increased operational demands of a growing portfolio for Academic Affairs, which encompasses a diverse range of strategies and practices adopted by the Board to improve student success across Idaho's eight public postsecondary institutions.

- c. List any additional operating funds and capital items needed.

\$1,100 (one-time) for computer and monitor

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

\$114,000 (PC) ongoing

\$1,100 (CO) one-time

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The State Board of Education, staff, agencies, institutions, schools, stakeholders and the public will be served directly and indirectly by this position.

If not funded, progress will be delayed toward the achievement of Board goals, which includes the recommendations approved by the Governor's Task Force on Higher Education. Management tasks associated with these items are currently vested in the Chief Academic Officer, with limited flexibility to delegate to other Academic Affairs staff based on their roles and responsibilities.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.



AGENCY: Office of the State Board of Education

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ACTIVITY: Board approved category

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Original Submission X or

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A: Decision Unit No: <b>12.02</b>		Title: <b>Academic Program Manager</b>			Priority Ranking 2 of 6
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.00				1.0
PERSONNEL COSTS:					
1. Salaries	\$73,000				\$73,000
2. Benefits	26,600				26,600
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$99,600				\$99,600
OPERATING EXPENDITURES by summary object:					
1.					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. PC and monitor	\$1,100				\$1,100
TOTAL CAPITAL OUTLAY:	\$1,100				\$1,100
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$100,700				\$100,700

**Description:**

*Academic Program Manager to coordinate development, implementation, and sustainment of Complete College America (CCA) strategies adopted by the Board to improve postsecondary completion rates.*

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

*This position would support the Chief Academic Officer (CAO) in the program coordination of statewide CCA strategies adopted by the Board to be implemented across all eight postsecondary institutions. There are currently three Academic Program Managers in Academic Affairs, however, they are dedicated to areas such as: admissions, financial aid, and dual credit; program proposal and inventory*

*processes and Board committee support; and, proprietary/non-profit postsecondary compliance. As the work associated with CCA strategies lies within Academic Affairs, an Academic Program Manager assigned to this role would share daily responsibilities for coordinating and tracking institutional progress toward these objectives. This includes (but is not limited to) system-wide development of: consistent math pathway sequences; implementation of corequisite course remediation models; timely completion strategies; first-year student transition practices; and, adult learner accommodations. The current model for the distribution of these efforts is not sustainable as these items are charged to the CAO. The lack of personnel to support these goals lead to bottlenecks in facilitating direct oversight, communication, and coordination across institutions, agencies, and other educational stakeholders involved with implementing CCA strategies.*

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Academic Program Manager; pay grade N; full-time; benefit eligible; July 1, 2019 date of hire; non-classified

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

This new position will provide management responsibilities to meet the increased operational demands of a growing portfolio for Academic Affairs, which encompasses a diverse range of strategies and practices adopted by the Board to improve student success across Idaho's eight public postsecondary institutions.

- c. List any additional operating funds and capital items needed.

\$1,100 (one-time) for computer and monitor

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

\$99,600 (PC) ongoing

\$1,100 (CO) one-time

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The State Board of Education, staff, agencies, institutions, schools, stakeholders and the public will be served directly and indirectly by this position.

If not funded, progress will be delayed toward the achievement of Board goals, which includes the recommendations approved by the Governor's Task Force on Higher Education. Management tasks associated with these items are currently vested in the

Chief Academic Officer, with limited flexibility to delegate to other Academic Affairs staff based on their existing roles and responsibilities.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

AGENCY: Office of the State Board of Education

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FY 2020 Request

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ACTIVITY: Board approved category

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A: Decision Unit No: <b>12.03</b>		Title: <b>Administrative Assistant 2</b>			Priority Ranking 3 of 6
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.00				1.0
PERSONNEL COSTS:					
1. Salaries	\$33,400				\$33,400
2. Benefits	18,500				18,500
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$51,900				\$51,900
OPERATING EXPENDITURES by summary object:					
1.					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. PC and monitor	\$1,100				\$1,100
TOTAL CAPITAL OUTLAY:	\$1,100				\$1,100
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$53,000				\$53,000

**Description:**

*Administrative Assistant 2 position to support communications and research staff.*

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

*This position would provide administrative support to communications and research staff (a total of seven FTP). Currently these staff have no dedicated administrative support. One AA2 is supporting these staff plus four other staff (11 to one ratio). In addition, effective July 1, 2018 the current AA2 will support the three Career Information System staff transferred from Dept. of Labor. This 14 to one ratio for administrative support is not sustainable, and creates chokepoints in the Office workflow.*

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Administrative Assistant 2; pay grade I; full-time; benefit eligible; July 1, 2019 date of hire; classified

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

This new position will provide administrative support needed to meet increased operational demands, in part due to three new positions transferred to the Office in 2018.

- c. List any additional operating funds and capital items needed.

\$1,100 (one-time) for computer and monitor

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

\$51,900 (PC) ongoing

\$1,100 (CO) one-time

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The State Board of Education, staff, agencies, institutions, schools, stakeholders and the public will be served directly and indirectly by this position.

If not funded, performance of basic administrative functions will be delayed. Performance of time-sensitive administrative tasks will necessitate pulling professional staff away from their core responsibilities in order to complete the projects.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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ACTIVITY:

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A: Decision Unit No: <b>12.04</b>		Title: <b>IT Information Systems Technician</b>			Priority Ranking 4 of 6
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.0				1.0
PERSONNEL COSTS:					
1. Salaries	\$52,300				\$52,300
2. Benefits	22,300				22,300
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$74,600				\$74,600
OPERATING EXPENDITURES by summary object:					
1.					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. PC and monitor (OT)	\$1,200				\$1,200
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$75,800				\$75,800

**Description:**

The Office of the State Board of Education (OSBE) requests one (1) FTP and associated funding for an IT Information Systems Technician position. In general, this position will provide IT services to employees of the Office of the State Board of Education (OSBE) and Charter Commission staff. Specifically, the position would provide support for video conferencing, configure workstations, provide desktop support, and work with inventory, monitoring, and control of computers and software. They may also be leveraged to manage file shares and configure/manage other servers and to provide backup to the CTE IT resource.

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

OSBE is requesting a full-time IT Information Systems Technician position (1 FTP) and one-time funds for a computer/monitor for the position. Currently, OSBE has no dedicated IT support. Basic support has been managed in-house by the Career Technical Education (CTE) IT lead and partially by an OSBE staff member - who

does this on the side on an as-needed basis. The workload is increasing with additional OSBE staff including the transfer of Career Information System (CIS) staff and the cyber security requirements. This position will assure that OSBE and the Charter Commission will be able to keep its computer systems properly configured, inventoried, and user's problems resolved in a timely manner. We will also be able to monitor the local area network and review logs to ensure our environment is secure.

There are no funds in the base for this activity.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

IT Information Systems Technician, Pay Grade L, full-time, non-classified, benefit eligible, hire date: July 1, 2019

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

Existing human resources are currently being redirected on an ad hoc basis to address this unmet need. If this position were approved and funded, existing operations would be impacted because it would allow the Board staff member to spend 100% of their time on their assigned duties and provide a reduction in demand on the CTE resource, and also provide depth and coverage for IT needs.

- c. List any additional operating funds and capital items needed.

\$1,200 one-time CO for computer/monitor

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

See above.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Staff of the OSBE and the Charter Commission would be served by this request, and if needed, could also provide coverage to CTE when their primary IT resource is unavailable or overloaded. If position is not funded, we would continue to have more IT work than can be effectively managed by existing staff, several IT related projects would be delayed. This all leads to longer wait times to resolve issues, no resource to manage video conferencing, and a minimum level of support.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2018 budget request are not prioritized first.

This item was not requested in the FY 2018 budget request.

AGENCY: Office of the State Board of Education

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ACTIVITY: Board approved category

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Master Teacher Premium Portfolio					
A: Decision Unit No: <b>12.05</b>	Title: <b>Review</b>	Priority Ranking 5 of 6			
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Travel	\$5,000				\$5,000
2. Reviewer Stipends	250,000				250,000
3. Training – Inter Rater Reliability	8,000				8,000
TOTAL OPERATING EXPENDITURES:	\$263,000				\$263,000
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$263,000				\$263,000

**Description:**

Funding is being requested to cover the cost associated with conducting training to assure inter-rater reliability on the Master Educator Premium Standards and scoring rubric to provide stipends to those educators who have volunteered to be Master Educator Portfolio Reviewers. Volunteers would be brought together each year for a training on the standards and the scoring process and rubric. This annual training would become a refresher for returning reviewers and a new training for new reviewers. The training will be essential in helping to establish reliability and consistency in how reviewers apply the scoring rubric. Three reviewers will be assigned to each portfolio, the reviewers will not know whose portfolio they are reviewing nor the identity of the other reviewers assigned to any given portfolio. Reviewers will also be provided with a stipend for their time in conducting the reviews. It is expected each reviewer will be able to complete the review



of three to five portfolios during each review cycle. The actual number of reviewers needed will be dependent on the actual number of portfolios submitted in any given year.

Based on the analysis of what other states with master teacher designations, with similar standards and processes for review, have experienced, only about 2% of their overall teaching force has applied for their master teacher designation. In Idaho, we have minimum requirements that will reduce the size of the pool eligible to apply for the premium that these states do not have. The standards will then be applied to the portfolio's submitted by those that meet the minimum requirements. Only those portfolio's that are scored high enough, based on the rubric approved by the Board in 2017, will be awarded the premium. Other states with master teacher designations have used higher levels of certification to award teachers who meet the standards through a master teacher certificate rather than the monetary premium that Idaho has attached to the designation. Due to the monetary incentive, it is possible that a greater number of eligible applicants will apply for the premium than other states have experienced. Based on our current educator workforce, assuming no eligible teachers leave the workforce between FY18 and FY20 when the premium is available, 9,957 individuals will be eligible to apply for the premium. Should 25% of those eligible apply for the premium there could be approximately 2,500 portfolios that would need to be reviewed. Assigning three reviewers to each portfolio leaves us with 7,500 portfolio reviews to assign. If each reviewer is assigned 15 portfolios in a given year, we will need approximately 500 reviewers. This would allow reviews to be granted a stipend of \$500 each year. The portfolio review process is a rigorous and time-consuming processes, the stipend is a reasonable recompense for the reviewers time.

### Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

Section 33-1004I, Idaho Code, establishes a Master Educator Premium that will go into effect in FY20. The process recommended by a committee of Idaho educators and adopted by the Board includes the creation and submittal of portfolios and then a review of the portfolio to determine if the individual has met a high bar to receive the Master Educator Premium. While the premium itself will be distributed out of the public schools budget to school districts for payment to the individual teachers who earned the premiums, the review of the portfolios will be managed through the Board office. The Board currently has one FTE who will help to facilitate the training and manage the reviewers. Current duties will be adjusted to make room for these additional duties.

2. What resources are necessary to implement this request?
  - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. No new positions
  - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. One existing FTE will absorb these duties. The existing position works with various constituent groups regarding

effective educators in our state, these duties will fit well with existing work. Some special projects may not be started to allow for time to facilitate this process. The majority of the work will be conducted by the reviewers, not the position.

- c. List any additional operating funds and capital items needed.

No additional operating funds or capital items outside of the funding listed above for training, travel for reviewers to attend the training, and then the stipends for the reviewers.

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

All funds requested are on-going funds.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The expected impact is to implement the Master Educator Premium created by the Legislature through Section 33-1004I, Idaho Code. The intended impact of the Master Educator Premium is to recognize our more experienced and most effective educators and to encourage them to stay in the teaching profession. Creating a continuum of growth and recognition for Idaho's master educators.

AGENCY: Office of the State Board of Education

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FY 2020 Request

FUNCTION: OSBE Administration

Function No.: 02

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ACTIVITY: Board approved category

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Career Information System Enhancements					
A: Decision Unit No: <b>12.06</b>	Title: <b>Enhancements</b>			Priority Ranking 6 of 6	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Software System Upgrades and Enhancements					
	\$20,000				\$20,000
2. Contract inflationary costs					
TOTAL OPERATING EXPENDITURES:	\$20,000				\$20,000
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$20,000				20,000

**Description:**

The Career Information System (CIS) was moved to the Board Office in FY19. At that time only the minimum required levels of funding were provided for the existing system. Like most computer/software systems CIS will require system upgrades and enhancements to stay current and remain a user friendly tool for our education partners. Additionally, the CIS contract will expire and need to be renegotiated at the start of FY20. Idaho's current contract is a legacy contract that has not taken into consideration inflationary cost nor the cost of development for Idaho specific enhancements that we may want to request for the system. The proposed budget request would cover \$20,000 of ongoing funding for the development of enhancements to the system each year that will keep it update and take advantage of emerging technology and functionality.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

The Career Information System can be a cost effective tool for school districts, our postsecondary institutions, and labor offices to use in the development of career and academic plans as well as providing access to valuable tools such as interest inventories, Idaho postsecondary educational opportunities, wage information, occupation requirements all through a single tool. In order to keep this tool up to date and relevant and to enhance, its usability as school district needs evolve. It will be necessary to identify system enhancements and updates on a regular basis that may not be covered by our base contract costs. Additionally, with the expiration of Idaho's legacy contract with CIS we will be moving to a contract model that includes inflationary increases into the contract. This is not an uncommon model for these types of services under multi-year contracts and are likely to be an issue regardless if Idaho stays with the current CIS vendor or contracts with a new vendor. The current base funding for CIS does not provide for software enhancements nor contract inflationary costs.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. No new positions
- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. In FY19 we received three of the existing six FTE originally budget with the Department of Labor. This request will result in no additional human resource needs nor will we need to redirect staff.
- c. List any additional operating funds and capital items needed.

No additional operating funds or capital items outside of the funding will be needed.

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

All funds requested are on-going funds.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

School districts and charter schools are the primary users of CIS. While we have a few postsecondary users at this time we expect postsecondary use will increase over the next two years, in part due to enhancements to the system. Current Idaho regional Labor Officers use CIS. All three groups will be served by enhancements and upgrades made to the system over time.

**ATTACHMENT 52****AGENCY: Idaho Public Television**

Agency No.: 520

FY 2020 Request

FUNCTION: Idaho Public Television

Function No.: 01

Page 1 of 3

ACTIVITY: N/A

Activity No.: N/A

Original Submission: X  
Revision No. \_\_\_\_\_

A: Decision Unit No: <b>12.01</b>		Title: <b>Educational Outreach</b>			Priority Ranking 1 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.00				1.00
PERSONNEL COSTS:					
1. Salaries	61,400				61,400
2. Benefits	27,700				27,700
3. Group Positions					
TOTAL PERSONNEL COSTS:	89,100				89,100
OPERATING EXPENDITURES by summary object:					
1. Other Services	2,000				2,000
TOTAL OPERATING EXPENDITURES:	2,000				2,000
CAPITAL OUTLAY by summary object:					
1. Computer Equipment	3,000				3,000
TOTAL CAPITAL OUTLAY:	3,000				3,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	94,100				94,100

**Description:**

*Idaho Public Television proposes enhancing our educational outreach efforts with the addition of one new position and related expenses to supplement the one current position devoted to these activities, plus the PBS grant-funded educational specialist position. By making presentations to teachers, parents and caregivers about how best to utilize the more than 100,000 educational resources available from Idaho Public Television free to Idahoans, we hope to increase the use of these resources and the effectiveness of the learning process, thus improving standardized test scores in literacy and STEM subjects. Many educators and parents are not aware of these resources or how best to employ them for maximum effectiveness. This new position will coordinate efforts to travel the state informing the community about these resources and demonstrating best practices for their utilization both at home and in the classroom. This additional position will allow us to increase our effectiveness in northern and eastern Idaho where the current costs to serve these communities from Boise is prohibitive. While we provide high quality educational material for all ages, we plan to concentrate most of our efforts with preschool and elementary grades where the demonstrated impact is greatest. This position will also develop educational material to accompany Idaho Public Television's productions to make them more valuable to classroom teachers and students.*

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

*One additional full-time education position is being requested to provide support for IdahoPTV and PBS educational tools such as Learning Media and other online resources to schools, libraries, families, daycares, after school networks and other educational institutions. The Project Coordinator position would serve as supervisor and coordinate the activities of both our existing Education Specialist and a PBS grant-funded Education Specialist position. This position would be able to produce educational components for local programs as well as bring educational offerings from CPB and PBS to Idaho communities. These offerings could include educational video segments, lesson plans based on state standards, teacher guides and websites and other digital learning materials. The educational positions would work closely with the Idaho State Department of Education, Office of the State Board of Education, Idaho Commission for Libraries, the STEM Action Committee, and other local educational organizations. The position would help augment the classroom curriculum by providing quality material to educators and learners.*

*The specialists would travel around the state to schools, libraries, and other educational sites to demonstrate Learning Media, Literacy in a Trunk, STEM in a Trunk and a whole host of educational components produced by PBS and CPB, the most trusted educational brands in America.*

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

*See attached worksheet.*

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

*In addition to existing Education Specialists, this line item would also receive limited support from existing communication, promotion and production positions. Design and printing of brochures and pamphlets, web and digital assets, as well as short video segments might be occasionally needed.*

- c. List any additional operating funds and capital items needed.

*Operational funding includes costs of printing of materials, postage and shipping, and travel to schools, libraries, child care facilities, and others sites to make presentations at locations statewide. We anticipate acquiring two \$5,000 grants from private sources (dedicated funds) to supplement operational costs.*

*Capital items includes a portable computer and large, external monitor that will be used both in office and on location for demonstrations of online resources available to students, educators, and other community participants.*

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

*Besides the ongoing funding for the new position, this request contains ongoing operational expenses for employee travel in each region of the state as well as educational meetings and conferences held by PBS and CPB. IdahoPTV has office*

*space in Moscow and Pocatello to accommodate personnel. One-time costs include the capital items described in 2(c) above.*

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

*Educators, students, librarians and patrons from around the state will be served by these educational positions. PBS and CPB extend grants on a semi-regular basis that go along with the educational opportunities that exist with many programs produced for air and online. Educational outreach grants for history and science-based programming have been made available. More educational opportunities will be available in years to come. Currently, we are not able to take advantage of many of these grants because we do not have the personnel to accomplish the tasks. If not funded, we would not be able to enhance education as described herein.*

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

12.01 Line Item - Educational Outreach

Position	FTP	Class	Pay Grade	Policy	Salary	Benefits	Total PC	Other OE	O.T. CO	Total
Educational Specialist	1.00		L	29.52	61,400	27,700	89,100	2,000	3,000	94,100
Totals	1.00				61,400	27,700	89,100	2,000	3,000	94,100



AGENCY: Idaho Public Television

Agency No.: 520

FY 2020 Request

FUNCTION: Idaho Public Television

Function No.: 01

Page 1 of 2

ACTIVITY: N/A

Activity No.: N/A

Original Submission: X  
Revision No. \_\_\_\_\_

A: Decision Unit No: <b>12.02</b>		Title: <b>Digital Media Technician</b>			Priority Ranking 2 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.00				1.00
PERSONNEL COSTS:					
1. Salaries	43,500				43,500
2. Benefits	14,300				14,300
3. Group Positions					
TOTAL PERSONNEL COSTS:	57,800				57,800
OPERATING EXPENDITURES by summary object:					
1. Other Services	2,000				2,000
TOTAL OPERATING EXPENDITURES:	2,000				2,000
CAPITAL OUTLAY by summary object:					
1. Computer Equipment	5,000				5,000
TOTAL CAPITAL OUTLAY:	5,000				5,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	64,800				64,800

**Description:**

*Idaho Public Television seeks a new technical position (pay grade K) to assist with the growing demand of Idahoans to view our programming on-line via a plethora of new devices and technologies.*

*For more than 50 years, Idaho Public Television's primary means of distributing its educational content has been via broadcast television. While that continues to be the dominant means of viewing, increasingly Idahoans also want us to make our programming available to them on all the new IP-based streaming platforms – be it live streams of our broadcast channels or video on demand. The number of new platforms and services is growing rapidly and each requires its own set of technical demands and metadata requirements.*

*The workload demands and specific technical skills and expertise needed has grown beyond what can be met by our existing staff. We see this area as only continuing to grow in the coming years.*

*This is especially important in order for us to continue to provide our award-winning educational content and services to Idahoan families with young children – who increasingly use our content on-line, via mobile devices and OTT (streaming services onto TV sets.)*

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
  - a. *This activity has grown to the point that existing staff can no longer meet demand from our viewers to have all our content delivered on all the new streaming platforms. Here to date, this work has been done by a combination of staff from IT, Engineering, Operations, the Director of Content Services, and the General Manager himself. We need one person who has both the technical skills and strategic knowledge of the "new media" environment to manage this activity.*
2. What resources are necessary to implement this request?
  - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.  
*See attached worksheet.*
  - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.  
*While the existing staff will continue to be involved in this activity, by hiring a new staff position with the specific skills necessary to manage this activity, the agency will be able to meet increased need, operate more efficiently, and be more successful in this endeavor.*
  - c. List any additional operating funds and capital items needed.  
*Additional operating expenditures for travel and expenses of \$2,000. High-end computer and peripheral equipment for new employee of \$5,000.*
3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.  
*This is a new ongoing request from the General Fund. We do not anticipate any other funding source to meet this need.*
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?  
*This funding will allow us to reach Idahoans who increasingly consume our educational content (both locally produced and nationally acquired) on the myriad of digital streaming platforms, such as Apple TV, Roku, Smart TVs, Amazon, IdahoPTV On-Demand, IdahoPTV/PBS Kids Channel Live Stream, mobile apps, and live streaming of our broadcast channels via such services as YouTube TV, DirecTV GO and other emerging technologies. These viewers want to view our content, when and where they want. They tend to be younger and often have young children that Idaho Public Television is uniquely able to serve with high quality programming and on-line educational games that have a proven track record of improving educational outcomes. This is a growing area of our work that is critical to our continued success!*

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

**12.02 Line Item - FY 2020 Request**  
**Digital Media Technician**

**ATTACHMENT 53**

<b>Priority</b>	<b>Title</b>	<b>FTP</b>	<b>Benefit Eligible</b>	<b>Salary</b>	<b>Benefits + Emplr Costs</b>	<b>Total PC</b>	<b>Total OE</b>	<b>Total CO</b>	<b>Total</b>
<b>1</b>	IT Info Systems Tech, Senior (Pay Grade K)	1.00	Y	43,514	14,289	57,803	2,000	5,000	64,803
	Totals	1.00		43,500	14,300	57,800	2,000	5,000	64,800

Y = Benefit Eligible | E = Benefit Eligible, but Exempt from DHR Fees | N = Not Benefit Eligible

AGENCY: Vocational Rehabilitation

Agency No.: 523

FY 2020 Request

FUNCTION: CDHH

Function No.: 06

Page \_\_\_\_ of \_\_\_\_ Pages

ACTIVITY:

Activity No.:

Original Submission X or

Revision No. \_\_\_\_

A: Decision Unit No: <b>12.01</b>		Title: <b>Interpreter Training</b>			Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	\$8,000				\$8,000
LUMP SUM:					
GRAND TOTAL	\$8,000				\$8,000

**Description:**

*To support Idaho Council for the Deaf and Hard of Hearing in partnership with Idaho Registry of Interpreters for the Deaf (IDRID) in providing training opportunities for licensed interpreters to meet the continuing education hours (CEH) requirement of 10 hours annually as set forth in the Idaho Speech and Hearing Services Practice Act, Chapter 29, Title 54.*

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

Interpreters in rural areas often find access to training opportunities and continuing education challenging. The availability of trainings is also far in between and limited

to once or twice a year in larger urban areas of the state. Continuing education is a requirement for the renewal of one's professional license. If interpreters do not meet the CEH criteria, their license will expire, will not be up for renewal and their names will be removed from the database of licensed interpreters. Periodic affordable continuing education opportunities will keep the list of licensed interpreters current with those who are actively interested in providing language services and ensuring their skills are updated. The increased availability of trainings will foster the reduction of interpreter shortages in some geographical areas. Expanding the trainings to different sites throughout the state would help to increase the interpreter pool by ensuring that the interpreters are complying with CEH requirement and would particularly benefit interpreters in remote areas. Currently, the costs of continuing education are being assumed by the professional. However, for court-certified and registered interpreters, continuing education is provided by the Administrative Office of the courts at a low cost or no cost to the interpreters- both spoken and sign language interpreters.

2. What resources are necessary to implement this request?
  - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **NA**
  - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **NA**
  - c. List any additional operating funds and capital items needed. **NA**

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

The budget request of \$8,000 is based on the annual expenditure of Idaho Registry of Interpreters for the Deaf (IDRID), a state non-profit professional interpreter organization. Annually, on average, for professional development, IDRID spends \$19,000 (for 5 workshops and one 3-day conference).

The additional \$8,000 would allow the organization to implement mini-workshops and other types of training in remote geographical locations by contracting presenters and implementing technologies that would increase accessibility to those trainings. Additionally, the budget request would allow the exploration of cost efficient and emerging technology for streaming workshops to rural participants.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Individuals who are deaf or hard of hearing will ultimately benefit from this request by having qualified interpreters available when needed. The training budget would initially benefit individuals maintain their required continuing education hours, especially those in rural Idaho.

Objective:

- To provide continuing education hours and opportunities for those licensed interpreters to earn CEHs to satisfy the required hours as set forth in the Idaho code
- To develop a long-term training plan to provide increased opportunities for assisting interpreters in developing their knowledge and skills in the field of interpreting
- To reduce the gaps in the availability and accessibility of training opportunities in rural areas
- To provide training opportunities by implementing mini-workshops that are easily accessible in rural areas throughout the state
- To Identify and implement several delivery methods for the trainings (i.e. face-to-face, video-streaming, etc.)

To achieve specific learning outcomes from interpreter training, the contractor shall include the following but not limited to objectives:

- Increase knowledge and skill in the appropriate use of modality and language to meet the needs of the deaf and hard of hearing community
- Increase knowledge and ability to interpret on specialized topics such as medical, legal, etc.
- Increase ability to clearly convey all aspects of meaning and content
- Ethical conduct. Increase ability to remain impartial and to respect confidentiality

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 21, 2018**

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**SUBJECT**

Board Policy V.R. – Establishment of Fees – First Reading

**REFERENCE**

December 2014	Board approved second reading of amendments to Policy V.R. authorizing summer bridge program and online program fee.
December 2015	Board approved second reading of amendment to Policy V.R. authorizing in-service teacher educator fees, online program fees and established independent study fee.
February 2016	Board approved first reading of amendment to Policy V.R. which removed professional licensure as a mandatory criterion for an academic professional program to be eligible for consideration for a professional fee.
April 2016	Board approved second reading of amendment to Policy V.R., removing professional licensure as a mandatory criterion for establishing a professional fee.

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**ALIGNMENT WITH STRATEGIC PLAN**

Goal 2; Objective C: Access.

**BACKGROUND/DISCUSSION**

The Idaho Indian Education Committee (Committee) has identified cost as a barrier to Idaho American Indian students access to postsecondary education. With the goal of increasing access to postsecondary education for tribal members who meet specific eligibility requirements, the committee has requested the Board establish a fee in lieu of tuition, similar to other fees established by the Board.

Committee members have emphasized that the median incomes of American Indian families in Idaho are below the averages for Idaho's population at large. According to the US Census Bureau, the median income for American Indian households is \$10,000 less than the median income for total Idaho households.

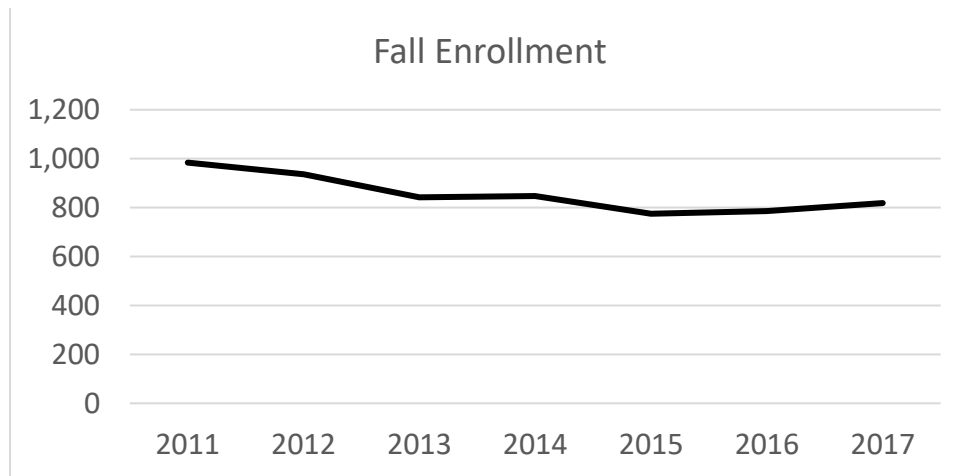
American Indian Households	Total Idaho Households
Median Income	Median Income
<b>\$35,000 to \$39,999</b>	<b>\$45,000 to \$49,999</b>

Source: US Census Bureau

Since 2011, American Indian students attending an Idaho public institution has decreased 17 percent.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 21, 2018**

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Source: Integrated Postsecondary Education Data System

The Committee proposes the fee as a means to reverse the trend of American Indian students being “priced out” of postsecondary education. The proposal for undergraduate and graduate students to pay \$60 per credit is an effort to make postsecondary education more affordable for this population. In order to receive the benefit, the Committee recommends students:

- Be an enrolled member of one of Idaho’s five federally recognized American Indian tribes that maintains a reservation in Idaho: Coeur d’Alene Tribe, Kootenai Tribe, Nez Perce Tribe, Shoshone-Bannock Tribes, and Shoshone-Paiute Tribes.
- Provide verification of tribal enrollment, such as a Tribal Enrollment Card, from the appropriate tribe.
- Apply for the Free Application for Federal Student Aid (FAFSA) by March 1 for each academic year the proposed fee is requested.
- Maintain satisfactory academic progress according to institutional requirements.
- Be degree-seeking.

The Committee has requested that the Board consider amending Board policy to establish the fee in time for implementation for the Fall 2018 semester (FY2019), and that the Board should encourage the community colleges to adopt similar strategies for their students in an effort to promote postsecondary attendance and completion.

### **IMPACT**

Attachment 2 includes a financial analysis of the potential tuition revenue losses that might take place, based on the Committee’s estimate of the number of American Indian students at the institutions who would be eligible for the fee under the Committee-proposed criteria. The Committee estimate is based on 177 eligible students at the four-year institutions, for an estimated tuition revenue loss of approximately \$600,000.

### **ATTACHMENTS**

Attachment 1 – Section V.R. – First Reading  
Attachment 2 – Committee proposal and rationale



**STAFF COMMENTS AND RECOMMENDATIONS**

American Indian students attend postsecondary institutions and complete postsecondary education at lower rates than the state average. Through lowering the fee for American Indian students, it is anticipated that enrollments will increase. The magnitude of the increase is difficult to estimate as this would be a unique policy action and so comparative data are not available.

Based on the information that the Committee provided to Board staff, the proposal would result in approximately \$600,000 of forgone tuition revenue, if enrollments were held constant. This does not take into consideration revenue generated by increased enrollments, as the fee is less than the cost of providing instruction. If the proposal is successful in attracting more American Indian students into postsecondary education, that number could be higher.

The Committee notes the amount of out-of-state tuition waivers and other fees that are issued by the institutions as precedent for the proposal. The amount of foregone revenue through this proposal is estimated to be approximately 5% of the \$12.8 million in waivers and reduced fees by the institutions according to the 2017-2018 Tuition Waiver report. The proposal represents additional loss of revenue, for which the institutions have not yet budgeted.

The proposal was discussed at the Business Affairs and Human Resources (BAHR) Committee meeting on June 8, 2018. Institutions voiced their support of the proposal, but also noted the potential fiscal impact on institution budgets. BAHR discussed the possibility of seeking a system-wide appropriation to offset the estimated foregone revenue. Requesting line item funding for this group of students would offset the budgetary impact.

Members of the Committee will present their proposal and be available to answer Board members' questions on the proposed policy amendment.

Staff recommends the Board seek an appropriation to offset the loss of revenue that would result from approval of this proposal should the proposed policy amendment be approved.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 21, 2018**

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**BOARD ACTION**

I move to approve the first reading of proposed amendment to Board policy Section V.R., Establishment of Fees, as presented in Attachment 1.

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

OR

I move to approve the first reading of proposed amendment to Board policy Section V.R.3,.a. establishing a new fee effective for the 2019-2020 academic year, contingent on state appropriations to offset the cost; to authorize Idaho State University to pilot the new fee during the 2018-2019 school year; and to direct staff to develop an FY 2020 line item request for funds to offset the fee.

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

**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**  
**SECTION: V. FINANCIAL AFFAIRS**  
**SUBSECTION: R. Establishment of Fees**

~~April 2016~~August 2018

1. Board Policy on Student Tuition and Fees

Consistent with the Statewide Plan for Higher Education in Idaho, the institutions shall maintain tuition and fees that provide for quality education and maintain access to educational programs for Idaho citizens. In setting fees, the Board will consider recommended fees as compared to fees at peer institutions, percent fee increases compared to inflationary factors, fees as a percent of per capita income and/or household income, and the share students pay of their education costs. Other criteria may be considered as is deemed appropriate at the time of a fee change. An institution cannot request more than a ten percent (10%) increase in the total full-time student fee unless otherwise authorized by the Board.

2. Tuition and Fee Setting Process – Board Approved Tuition and Fees

a. Initial Notice

A proposal to alter student tuition and fees covered by Subsection V.R.3. shall be formalized by initial notice of the chief executive officer of the institution at least six (6) weeks prior to the Board meeting at which a final decision is to be made.

Notice will consist of transmittal, in writing, to the student body president and to the recognized student newspaper during the months of publication of the proposal contained in the initial notice. The proposal will describe the amount of change, statement of purpose, and the amount of revenues to be collected.

The initial notice must include an invitation to the students to present oral or written testimony at the public hearing held by the institution to discuss the fee proposal. A record of the public hearing as well as a copy of the initial notice shall be made available to the Board.

b. Board Approval

Board approval for fees will be considered when appropriate or necessary. This approval will be timed to provide the institutions with sufficient time to prepare the subsequent fiscal year operating budget.

c. Effective Date

Any change in the rate of tuition and fees becomes effective on the date approved by the Board unless otherwise specified.

**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**  
**SECTION: V. FINANCIAL AFFAIRS**  
**SUBSECTION: R. Establishment of Fees**

~~April 2016~~August 2018

3. Definitions and Types of Tuition and Fees

The following definitions are applicable to tuition and fees charged to students at all of the state colleges and universities under the governance of the Board (the community colleges are included only as specified).

a. General and Career Technical Education Tuition and Fees

Tuition and fees approved by the State Board of Education. Revenues from these fees are deposited in the unrestricted fund.

i. Tuition – University of Idaho, Boise State University, Idaho State University, Lewis-Clark State College

Tuition is the amount charged for any and all educational costs at University of Idaho, Boise State University, Idaho State University, and Lewis-Clark State College. Tuition includes, but is not limited to, costs associated with academic services; instruction; the construction, maintenance, and operation of buildings and facilities; student services; or institutional support.

ii. Career Technical Education Fee

Career Technical Education fee is defined as the fee charged for educational costs for students enrolled in Career Technical Education pre-employment, preparatory programs.

iii. Part-time Credit Hour Fee

Part-time credit hour fee is defined as the fee per credit hour charged for educational costs for part-time students enrolled in any degree program.

iv. Graduate Fee

Graduate fee is defined as the additional fee charged for educational costs for full-time and part-time students enrolled in any post- baccalaureate degree-granting program.

v. Western Undergraduate Exchange (WUE) Fee

Western Undergraduate Exchange fee is defined as the additional fee for full-time students participating in this program and shall be equal to fifty percent (50%) of the total of tuition, facility fee, technology fee and activity fee.

**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**  
**SECTION: V. FINANCIAL AFFAIRS**  
**SUBSECTION: R. Establishment of Fees**

April 2016 August 2018

vi. Employee/Spouse/Dependent Fee

The fee for eligible participants shall be set by each institution, subject to Board approval. Eligibility shall be determined by each institution. Employees, spouses and dependents at institutions and agencies under the jurisdiction of the Board may be eligible for this fee. Employees of the Office of the State Board of Education and the Division of Career Technical Education shall be treated as institution employees for purposes of eligibility. Special course fees may also be charged.

vii. Senior Citizen Fee

The fee for eligible participants shall be set by each institution, subject to Board approval. Eligibility shall be determined by each institution.

viii. In-Service Teacher Education Fee

This fee shall be applicable only to teacher education courses offered as teacher professional development. This fee is not intended for courses which count toward an institution's degree programs. Courses must be approved by the appropriate academic unit(s) at the institution. For purposes of this special fee only, "teacher" means any certificated staff (i.e. pupil services, instructional and administrative).

- a) The fee shall not exceed one-third of the part-time undergraduate credit hour fee or one-third of the graduate credit hour fee for Idaho teachers employed at an Idaho elementary or secondary school; and
- b) The credit-granting institution may set a course fee up to the regular undergraduate or graduate credit hour fee for non-Idaho teachers, for teachers who are not employed at an Idaho elementary or secondary school, or in cases where the credit-granting institution bears all or part of the costs of delivering the course.

ix. Transcription Fee

A fee may be charged for processing and transcribing credits. The fee shall be \$10.00 per credit for academic year 2014-15 only, and set annually by the Board thereafter. This fee may be charged to students enrolled in a qualified Workforce Training course where the student elects to receive credit. The cost of delivering Workforce Training courses, which typically are for noncredit, is an additional fee since Workforce Training courses are self-supporting. The fees for delivering the courses are retained by the technical colleges. This fee may also be charged for transcribing demonstrable technical competencies.

**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**  
**SECTION: V. FINANCIAL AFFAIRS**  
**SUBSECTION: R. Establishment of Fees**

~~April 2016~~ August 2018

x. Online Program Fee

- a) An online program fee may be charged for any fully online undergraduate, graduate, and certificate program. An online program fee shall be in lieu of resident or non-resident tuition (as defined in Idaho Code §33-3717B) and all other Board-approved fees. An online program is one in which all courses are offered and delivered via distance learning modalities (e.g. campus-supported learning management system, videoconferencing, etc.); provided however, that limited on-campus meetings may be allowed if necessary for accreditation purposes or to ensure the program is pedagogically sound.
- b) Nothing in this policy shall preclude pricing online programs at a market competitive rate which may be less or more than the current resident or non-resident per credit hour rates.

xi. American Indian Student Fee

Enrolled members of the following five Idaho tribes, which maintain reservations in Idaho, are eligible for a fee of \$60 per credit hour, in lieu of tuition: Coeur d'Alene Tribe, Kootenai Tribe, Nez Perce Tribe, Shoshone-Bannock Tribes, and Shoshone-Paiute Tribes. The \$60 per credit hour fee will be applicable to degree-seeking students for any academic or technical undergraduate or graduate program. Special course fees and institutional local fees may also be charged. Eligible students must provide proof of enrollment in an eligible tribe, and must apply for the Free Application for Federal Student Aid (FAFSA) by March 1 for each academic year in which the fee is requested. Institutions may set the criteria for satisfactory academic progress to maintain eligibility for the fee.

b. Institutional Local Fees – Approved by the Board

Institutional local fees are student fees that are approved by the State Board of Education and deposited into local institutional accounts. Local fees shall be expended for the purposes for which they were collected.

The facilities, activity and technology fees shall be displayed with the institution's tuition and fees when the Board approves tuition and fees.

i. Facilities Fee

Facilities fee is defined as the fee charged for capital improvement and building projects and for debt service required by these projects. Revenues collected from this fee may not be expended on the operating costs of the general education facilities.

**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**  
**SECTION: V. FINANCIAL AFFAIRS**  
**SUBSECTION: R. Establishment of Fees**

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ii. Activity Fee

Activity fee is defined as the fee charged for such activities as intercollegiate athletics, student health center, student union operations, the associated student body, financial aid, intramural and recreation, and other activities which directly benefit and involve students. The activity fee shall not be charged for educational costs or major capital improvement or building projects. Each institution shall develop a detailed definition and allocation proposal for each activity for internal management purposes.

iii. Technology Fee

Technology fee is defined as the fee charged for campus technology enhancements and operations directly related to services for student use and benefit (e.g., internet and web access, general computer facilities, electronic or online testing, and online media).

iv. Professional Fees

To designate a professional fee for a Board approved academic program, *all* of the following criteria must be met:

a) Credential or Licensure Requirement:

- 1) A professional fee may be charged for an academic professional program if graduates of the program obtain a specialized higher education degree that qualifies them to practice a professional service involving expert and specialized knowledge for which credentialing or licensing may be required. For purposes of this fee, "academic" means a systematic, usually sequential, grouping of courses that provide the student with the knowledge and competencies required for a baccalaureate, master's, specialist or doctoral degree as defined in policy III.E.1.;
- 2) The program leads to a degree which provides at least the minimum capabilities required for entry to the practice of a profession.

b) Accreditation Requirement: The program:

- 1) is accredited,
- 2) is actively seeking accreditation if a new program, or
- 3) will be actively seeking accreditation after the first full year of existence if a new program by a regional or specialized accrediting agency.

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- c) Extraordinary Program Costs: Institutions will propose professional fees for Board approval based on the costs to deliver the program. An institution must provide clear and convincing documentation that the cost of the professional program significantly exceeds the cost to deliver non-professional programs at the institution. A reduction in appropriated funding in support of an existing program is not a sufficient basis alone upon which to make a claim of extraordinary program costs.
  - d) The program may include support from appropriated funds.
  - e) The program is consistent with traditional academic offerings of the institution serving a population that accesses the same activities, services, and features as regular full-time, tuition-paying students.
  - f) Upon the approval and establishment of a professional fee, course fees associated with the same program shall be prohibited.
  - g) Once a professional fee is initially approved by the Board, any subsequent increase in a professional fee shall require prior approval by the Board at the same meeting institutions submit proposals for tuition and fees.
- v. Self-Support Academic Program Fees
- a) Self-support programs are academic degrees or certificates for which students are charged program fees, in lieu of tuition. For purposes of this fee, "academic" means a systematic, usually sequential, grouping of courses that provide the student with the knowledge and competencies required for an academic certificate, baccalaureate, master's, specialist or doctoral degree. To bring a Self-support program fee to the Board for approval, the following criteria must be met:
    - 1) An institution shall follow the program approval guidelines set forth in policy III.G.
    - 2) The Self-support program shall be a defined set of specific courses that once successfully completed result in the awarding of an academic certificate or degree.
    - 3) The Self-support program shall be distinct from the traditional offerings of the institution by serving a population that does not access the same activities, services and features as full-time, tuition paying students, such as programs designed specifically for working professionals, programs offered off-campus, or programs delivered completely online.
    - 4) No appropriated funds may be used in support of Self-support programs. Self-support program fee revenue shall cover all direct costs of the



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program. In addition, Self-support program fee revenue shall cover all indirect costs of the program within two years of program start-up.

- 5) Self-support program fees shall be segregated, tracked and accounted for separately from all other programs of the institution.
- b) If a Self-support program fee is requested for a new program, an institution may fund program start-up costs with appropriated or local funds, but all such funding shall be repaid to the institution from program revenue within a period not to exceed three years from program start-up.
- c) Once a Self-support program fee is initially approved by the Board, any subsequent increase in a Self-support program fee shall require prior approval by the Board.
- d) Institutions shall review Self-support academic programs every three (3) years to ensure that program revenue is paying for all program costs, direct and indirect, and that no appropriated funds are supporting the program.
- e) Students enrolled in self-support programs may take courses outside of the program so long as they pay the required tuition and fees for those courses.

vi. Contracts and Grants

Special fee arrangements are authorized by the Board for instructional programs provided by an institution pursuant to a grant or contract approved by the Board.

vii. Student Health Insurance Premiums or Room and Board Rates

Fees for student health insurance premiums paid either as part of the uniform student fee or separately by individual students, or charges for room and board at the dormitories or family housing units of the institutions. Changes in insurance premiums or room and board rates or family housing charges shall be approved by the Board no later than three (3) months prior to the semester the change is to become effective. The Board may delegate the approval of these premiums and rates to the chief executive officer.

viii. New Student Orientation Fee

This fee is defined as a mandatory fee charged to all first-time, full-time students who are registered and enrolled at an institution. The fee may only be used for costs of on-campus orientation programs such as materials, housing, food and student leader stipends, not otherwise covered in Board-approved tuition and fees.

ix. Dual Credit Fee

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High school students who enroll in one or more dual credit courses delivered by high schools (including Idaho Digital Learning Academy), either face-to-face or online, are eligible to pay a reduced cost per credit which is approved at the Board's annual tuition and fee setting meeting. The term "dual credit" as used in this section is defined in Board Policy III.Y.

x. Summer Bridge Program Fee

This fee is defined as a fee charged to students recently graduated from high school, who are admitted into a summer bridge program at an institution the summer immediately following graduation from high school, and who will be enrolling in pre-determined college-level courses at the same institution the fall semester of the same year for the express purpose of acquiring knowledge and skills necessary to be successful in college. The bridge program fee shall be \$65 per credit for academic year 2014-15 only, and set annually by the Board thereafter.

xi. Independent Study in Idaho

A fee may be charged for courses offered through the Independent Study in Idaho (ISI) cooperative program. Complete degree programs shall not be offered through the ISI. Credits earned upon course completion shall transfer to any Idaho public college or university. The ISI program shall receive no appropriated or institutional funding, and shall operate alone on revenue generated through ISI student registration fees.

c. Institutional Local Fees and Charges Approved by Chief Executive Officer

The following local fees and charges are charged to support specific activities and are only charged to students that engage in these particular activities. Local fees and charges are deposited into local institutional accounts or the unrestricted fund and shall only be expended for the purposes for which they were collected. All local fees or changes to such local fees are established and become effective in the amount and at the time specified by the chief executive officer or provost of the institution. The chief executive officer is responsible for reporting these local fees to the Board upon request.

i. Continuing Education

Continuing education fee is defined as the additional fee to continuing education students which is charged on a per credit hour basis to support the costs of continuing education.

ii. Course Overload Fee

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This fee may be charged to full-time students with excessive course loads as determined by each institution. Revenue from this fee is deposited in the unrestricted fund.

## iii. Special Course Fees

A special course fee is an additive fee on top of the standard per credit hour fee which may be charged to students enrolled in a specific course for materials and/or activities required for that course. Special course fees, or changes to such fees, are established and become effective in the amount and at the time specified by the chief executive officer or provost, and must be prominently posted so as to be readily accessible and transparent to students, along with other required course cost information. These fees shall be reported to the Board upon request.

- a) Special course fees shall be directly related to academic programming. Likewise, special course fees for career technical courses shall be directly related to the skill or trade being taught.
- b) Special course fees may only be charged to cover the direct costs of the additional and necessary expenses that are unique to the course. This includes the costs for lab materials and supplies, specialized software, cost for distance and/or online delivery, and personnel costs for a lab manager. A special course fee shall not subsidize other courses, programs or institution operations.
- c) A special course fee shall not be used to pay a cost for which the institution would ordinarily budget including faculty, administrative support and supplies.
- d) Special course fees shall be separately accounted for and shall not be commingled with other funds; provided however, multiple course fees supporting a common special cost (e.g. language lab, science lab equipment, computer equipment/software, etc.) may be combined. The institution is responsible for managing these fees to ensure appropriate use (i.e. directly attributable to the associated courses) and that reserve balances are justified to ensure that fees charged are not excessive.
- e) The institution shall maintain a system of procedures and controls providing reasonable assurance that special course fees are properly approved and used in accordance with this policy, including an annual rolling review of one-third of the fees over a 3-year cycle.

## iv. Processing Fees, Permits and Fines

- a) Processing fees may be charged for the provision of academic products or services to students (e.g. undergraduate application fee, graduate

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application fee, program application fee, graduation/diploma fee, and transcripts). Fees for permits (e.g. parking permit) may also be charged.

- b) Fines may be charged for the infraction of an institution policy (e.g., late fee, late drop, library fine, parking fine, lost card, returned check, or stop payment).

All processing fees, permit fees and fines are established and become effective in the amount and at the time specified by the chief executive officer, and shall be reported to the Board upon request.

## **Proposed Fee for American Indian Students**

### **Proposal:**

The Idaho Indian Education Committee (IIEC) proposes to the State Board of Education to establish in Board Policy V.R. an American Indian Fee. Whereby, members of Idaho's five federally recognized American Indian Tribes will pay a \$60 per credit fee, in lieu of current tuition, that will be applicable to all technical, academic undergraduate, and graduate programs, effective for all academic terms beginning Fall 2018. The proposed fee shall not supplant any previously established scholarships and/or tuition and fee waivers currently in place at any institution with any Idaho tribe. All special course fees and institutional local fees as approved by the Board such as technology, activity fee, facilities, online, and professional fees will be applied per usual institutional policies.

To be eligible, the student must:

- be an enrolled member of one of Idaho's five federally recognized American Indian tribes that maintains a reservation in Idaho: Coeur d'Alene Tribe, Kootenai Tribe, Nez Perce Tribe, Shoshone-Bannock Tribes, and Shoshone-Paiute Tribes.
- provide verification of tribal enrollment, such as a Tribal Enrollment Card, from the appropriate tribe.
- apply for the Free Application for Federal Student Aid (FAFSA) by March 1 for each academic year the proposed fee is requested.
- maintain satisfactory academic progress according to institutional requirements.
- be degree-seeking.

This tuition fee initiative was discussed at the April 18, 2018 Joint Financial Vice Presidents and Provosts meeting.

### **Background:**

#### **1. Understanding Unique Tribal Sovereign Status vs. Minority Status**

Enrolled tribal members of federally recognized tribes have a unique political status that is distinctive from minority populations. Minority groups are generally defined by those who are not considered a member of a dominant or majority group, and can be subject to disparities based on a variety of factors (gender, religion, race, ethnicity, class, etc.). Due to the political status of American Indian tribes, minority status is not an appropriate identification for tribes. The five federally recognized Idaho tribes are tribal governments who exercise sovereignty, who have the power and authority to govern over their own affairs, determine their own destiny, establish and enforce their own laws, and regulate activity on their own lands. It is the power to self-govern.

As a sovereign entity, each Idaho tribe has promulgated tribal laws and regulations to determine tribal membership. Tribal members have three layers of citizenship, first as a tribal citizen; second, as a citizen of the United States; and third, as a citizen of the state of Idaho. Often tribal members are not recognized as Idaho citizens due to varying degrees of understanding of tribal enrollment and reservation based residency. Idaho's educational leadership has a mission of providing an education for all Idaho citizens. The governing board for public education is tasked with providing educational reform to remove barriers of access and affordability. This proposal promotes and supports equal access and affordability to postsecondary education opportunities for Idaho's tribal citizens in a manner that is based on federal and state responsibilities. Education is considered the equalizer to economic sufficiency and society mobility; therefore, it is of utmost importance for the Tribes to have trained professionals who are vested in their civic responsibilities, and will contribute to the tribal, local, regional, and state communities.

## 2. Federal and State Responsibilities

Originally, the federal government held the responsibility to provide education to American Indian students, as affirmed by treaties, statutes, and federal policies. Early educational efforts forced Indian students to off reservation resident boarding schools and later to local day schools. The twentieth-century broadened educational responsibility for Indian education to also include the State of Idaho.

In 1946, Idaho reorganized the state's school districts, and included Indian reservations within the new district boundaries. In 1949, the State and the U.S. government entered into an agreement to provide education for Indian students without input from the tribes (**Exhibit A**). Federal funding, via Impact Aid and Johnson O'Malley, provided funding to meet the unique educational needs of Indian students and tried to incorporate tribal participation into Indian education. In the 1950s, more tribal students began enrolling in state colleges, and the need for higher education was facilitated by the 1975 Indian Self-Determination and Education Assistance Acts. According to the American Council on Education, while the American Indian population grew 39% from 2000 to 2010, enrollment in postsecondary education remained static. American Indians do not access higher education at the same rates as their non-Native peers.

## 3. State Models of Institution Waiver Programs

This is not an exhaustive list of all states that provide tuition assistance.

### In-State Tuition Waivers (targeted to federally recognized tribes)

- Montana University System offers tuition waiver for MT AI residents from federally recognized tribes within the state
- Maine (UofMaine) provides tuition waiver and scholarship that covers room and board for members of historical tribes of Maine area OR resident of Maine from any federally recognized or Canadian tribe
- Massachusetts tuition waiver for historical Massachusetts area tribes who are Massachusetts residents
- Michigan tuition waiver for residents of Michigan enrolled in a Michigan tribe
- Minnesota (UofMN Morris) waivers for enrolled member in a federally recognized tribe
- North Dakota provides tuition waivers for tribally enrolled AI students from any state

### Out-of-state Tuition Waivers (targeted to all federally recognized tribes)

- California in-state tuition for AI students who graduate from a BIA high school
- Iowa in state tuition for AI students with specifications to original origins of people of North America
- Oklahoma in-state tuition for tribal enrollees
- Utah & Washington in-state tuition for AI students who's tribes are from the state or neighboring states

## 4. American Indian Student Enrollment and Impact

Each of Idaho's public institutions are required to report race/ethnicity data to the Integrated Postsecondary Education Data System (IPEDS) according to their designated categories. The data from Spring 2018 below are total numbers and include all persons who self-identify<sup>1</sup> as American Indian/Alaskan Native as a first race, as well as in the category of two or more races. Some institutions are also tracking tribal affiliation. These numbers make up self-identified American Indian, resident and non-resident students.

<sup>1</sup> Self-identification does not necessarily correspond with official membership in a federally recognized tribe. A member of an Indian tribe is one who is officially recognized as such through the appropriate tribal criteria for enrollment.

Institution	Total
Boise State University	413
Idaho State University	339
University of Idaho	343
Lewis-Clark State College	200
College of Eastern Idaho	13
College of Southern Idaho	61
College of Western Idaho	74
North Idaho College	205

These data from fall 2017 were provided by the five Tribal Education Departments and represent the number of tribally enrolled students for whom they are providing support and the institutions they are attending in Idaho. The only exception is the Kootenai Tribe, whose numbers only represent a projected number of 2018 high school graduating seniors. This number does not indicate future enrollment in any of Idaho's public post-secondary institutions. The numbers below are likely a more accurate report of tribally enrolled students that attend Idaho's eight higher education institutions represent than those provided by the institutions.

	BSU	ISU	UI	CEI	CSI	CWI	LCSC	NIC	Total
Coeur d' Alene		1	6				5	27	39
Kootenai									6 (based on projected 2018 H.S. graduates)
Nez Perce	2		14		1		27		44
Shoshone-Bannock	5	68	7		3				83
Shoshone-Paiute			2		2	1			5
<b>TOTAL</b>	<b>7</b>	<b>69</b>	<b>29</b>		<b>6</b>	<b>1</b>	<b>32</b>	<b>27</b>	<b>177</b>

### **Financial Impact**

#### **Current Tuition & Fees**

	BSU	ISU	LCSC	UI
FY19 Tuition (unrestricted)	\$5,258.80	\$5,645.00	\$5,502.00	\$5,778.44
Technology Fee	\$244.60	\$166.80	\$130.00	\$165.40
Facilities Fee	\$1,359.60	\$510.00	\$155.00	\$791.62
Student Activity Fee	\$831.00	\$1,098.20	\$831.00	\$1,128.54
<b>Total</b>	<b>\$7,694.00</b>	<b>\$7,420.00</b>	<b>\$6,618.00</b>	<b>\$7,864.00</b>

#### **Proposed Tuition & Fees (As of Fall 2018)**

	BSU	ISU	LCSC	UI
Proposed Fee \$60 per credit (@full-time)	\$1440.00	\$1440.00	\$1440.00	\$1440.00
Combined Fees Above	\$2,441.20	\$1,775.00	\$1,116.00	\$2,085.56
<b>Total</b>	<b>\$3,881.20</b>	<b>\$3,215.00</b>	<b>\$2,556.00</b>	<b>\$3,525.56</b>

#### **Impact of Changes**

	BSU	ISU	LCSC	UI
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Current Tuition Revenue	\$36,811.60	\$389,505.00	\$176,064.00	\$188,407.00
Proposed Tuition Revenue	\$10,080.00	\$99,360.00	\$46,080.00	\$36,720.00
<b>Tuition Revenue Loss</b>	<b>\$26,731.60</b>	<b>\$290,145.00</b>	<b>\$129,984.00</b>	<b>\$151,687.00</b>
Total Other Waivers Awarded by Institutions in FY2017	\$4,697,869.00	\$3,433,274.00	\$450,341.00	\$4,298,572.00

**5. The Five Federally Recognized Tribes of Idaho**

Since the formation of the Idaho Indian Education Committee (IIEC), the Coeur d'Alene, Nez Perce, Kootenai, Shoshone-Bannock and Shoshone-Paiute have represented the five Tribes of Idaho. These Tribes have reservations within Idaho as established by Treaty or Executive Order. The work of the IIEC has been focused on Idaho American Indian students. As this fee proposal is specific to our Idaho institutions of higher Education, and the active involvement and participation with the Tribes on the committee, we are only recognizing and selecting these Tribes as eligible for the proposed fee amount. Further, Tribes are cognizant of the financial impact of extending this beyond Idaho's five tribes, and we are seeking to minimize the financial impact to the institutions.

**6. Rationale for the proposed fee**

According to the US Census Bureau American Community Survey, the per capita income of an American Indian and Alaskan Native was \$18,961 in 2016 (most recent data available). According to the State Board of Education April Board Meeting Work Session Materials, the per capita income in Idaho in 2016 was approximately \$39,000. The same SBOE document shows that the cost of attending an Idaho public, 4-year college or university was \$19,000 in 2016. This shows that American Indians in Idaho are at a distinct financial disadvantage to the affordability, and consequent access and opportunity, to higher education.

Based on the above information the IIEC has determined the most affordable amount per credit hour is \$60 for degree seeking students. For a full-time student taking 12 credits, this would equate to \$720 (plus fees) per semester. The proposed fee amount is based on the Board's employee fee model. The employee fee is set by each institution and approved by the Board, currently all institutions' set fee is \$5 per credit.

**7. Alignment of Strategic Plans**

There are many factors associated with the issue of parity in equal access to a quality and meaningful education. One of those factors is the combination of one state scholarship, the Opportunity Scholarship that occurred in 2013. The IIEC considers this consolidation of scholarships has contributed to the impediment of American Indian students accessing affordable postsecondary education. However, currently the Board office does not track verifiable, tribally enrolled American Indian students from Idaho's Tribes receiving the Opportunity Scholarship, which the IIEC believes will provide a more accurate picture.

In 2011-2012 there were 35 Minority at Risk and 77 Grown Your Own scholarships awarded at Idaho institutions (**Exhibit B**). In FY12, the Minority at Risk state funding was \$105,000 and increased to \$210,000 in FY13. For the Grown Your Own scholarship, the state funding in FY12 the funding was \$364,000 and increased to \$420,000 in FY13. These two scholarships were targeted primarily for American Indian and Hispanic students. The loss of these scholarships has contributed to the impediment of American Indian students accessing affordable postsecondary education in Idaho.

The fee proposal aligns with the State Board of Education Strategic Plan Goal 2, Educational attainment, Objectives A, B, and C. Increasing access to postsecondary education will elevate the possibilities for American Indian students to pursue a higher level of educational attainment. The amount of certificates and degrees throughout Idaho's educational system and timely degree completion will also advance these goals, which will help close the achievement



and opportunity gaps across the K-20 public education continuum. State provisions for greater educational access and workforce readiness (Goal 3, Objective A), supports student preparedness for college and career.

The fee proposal is also congruent with the Governor's Higher Education Taskforce recommendations to improve access and affordability for diverse student populations throughout the state. The proposal aligns with the Board's 60 % goal and the recommendations from the Workforce Development Task Force to improve certificate and degree completion for those in the 25-34 age range and to increase go-on rates for high school graduates.

The fee proposal is further supported by the State Department of Education's mission to ensure all Idaho students persevere in life. This includes stimulating societal mobility for our American Indian student population through education.

Additionally, the proposed \$60 per credit fee aligns with the Idaho Indian Education Strategic Plan Goal 1, Objectives A and B, that endorses educational opportunities on an equitable basis and advocates for resources to promote and increase educational attainment among American Indian students. The fee proposal correspondingly supports Goal 2, of the strategic plan, which provides that Idaho K-20 educational institutions will provide all educators with Indigenous scholarship to recognize the distinct, unique knowledge and heritage of Idaho's American Indians. Additional administrative structural challenges in schools located near or on reservations also influence deficiencies of educational opportunities. Inexperienced or unqualified teaching staff hinder high quality instruction, the costs of technology restricts web-based course opportunities, and the lack of culturally responsive pedagogy results in instructional incoherence and low academic performance. Due to these significant and ineffective elements that inhibit adequate academic preparation, American Indian students cannot receive just and equal opportunities to affordability through the Opportunity Scholarship or Advanced Opportunities. Equal access to post-secondary education is not authentic or tenable for American Indian students if policies, programs, and services do not address these issues that will allow for more equitable access.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 21, 2018**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Approval for Planning and Design of Baseball Field

**REFERENCE**

April 2018

Idaho State Board of Education (Board) approved  
Boise State University Campus Master Plan Update

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.K.1.

**ALIGNMENT WITH STRATEGIC PLAN**

Goal 2: Educational Attainment, Objective C: Access

**BACKGROUND/DISCUSSION**

Boise State University (BSU) seeks Board approval for the planning and design of a new baseball field to be located in the southeast portion of campus.

BSU recently added men's baseball to its athletics programs; the team will begin competitive play in February 2020. A site for a new on-campus baseball field and associated facilities has been proposed in the southeast portion of campus, north of Beacon Avenue between Denver and Euclid Avenue. The BSU Master Plan was updated in April of 2018 to include the proposed location for the baseball field along with associated adjustments to parking, roadways and circulation in the southeast portion of the campus.

The initial plans include construction of an NCAA regulation baseball field with an artificial turf outfield, team dugouts, spectator bleacher seating with press box, restrooms, perimeter fencing/wall and netting, and some on-site parking. Future plans for the facility may include the construction of expanded grandstand-style seating with attached visiting and home team locker rooms and coaches' offices, an indoor hitting facility, covered bullpens, concessions stands and additional parking facilities.

Current concept level estimates for the initial phase range from \$8 million to \$10 million depending on final scoping and design development details. BSU intends to convey two parcels of land in the Lusk District of Boise to a developer plus approximately \$3.5 million in cash in exchange for development of the field and associated spaces. As currently envisioned, construction of the complex will require the closure and removal of a portion of Grant Avenue and two alleyways. In addition, the facility will extend north into Belmont Avenue and will require either closure/removal or relocation of the street.

## **BUSINESS AFFAIRS AND HUMAN RESOURCES**

**JUNE 21, 2018**

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The cost of initial design services for this project is estimated not to exceed \$500,000; the source of funds is institutional reserves.

### **IMPACT**

An off-campus option was initially considered; however, this arrangement would have committed BSU to a costly, long-term lease agreement that would leave BSU without any ownership interest in the field. If an on-campus baseball field is not constructed, the team will need to lease field space for games and practices and/or enter into long-term use agreements with local high schools or other organizations. These arrangements would likely result in scheduling challenges and conflicts because these groups practice and conduct games during the same season as BSU.

BSU will return to the Board for project approval once the design phase is complete.

### **ATTACHMENTS**

Attachment 1 – Project Budget

Attachment 2 – Capital Project Tracking Sheet

### **STAFF COMMENTS AND RECOMMENDATIONS**

BSU's request for the design phase of the proposed baseball field project conforms to the requirements for major capital projects established in Board Policy V.K. Following successful completion of the design phase, BSU will need to return to the Board for approval of the financing plan for the project (the total cost of which is estimated at eight to ten million dollars) and to obtain approval to proceed into construction. Board approval may also be needed if/when real property is acquired or disposed of as part of the baseball complex project.

Staff recommends approval.

### **BOARD ACTION**

I move to approve the request by Boise State University to proceed with planning and design of a new baseball field for a total cost not to exceed \$500,000.

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 21, 2018**

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**ATTACHMENT 1 – PROJECT BUDGET**

Project Number:	DPW TBD
Project Title:	South Campus Development - New Baseball Complex - Planning
Date:	Apr-18

<b>Category</b>	<b>Budget</b>
Architectural Fees	\$ 371,500
Construction Costs	-
Testing, Inspections and Misc.	\$ 40,500
Construction Contingency	-
<b>Subtotal</b>	<b>\$ 412,000</b>

University Costs	\$ 63,000
Project Contingency	\$ 25,000

<b>Total Planning Budget</b>	<b>\$ 500,000</b>
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**Office of the Idaho State Board of Education**  
**Capital Project Tracking Sheet**  
Jun-18

## History Narrative

1 <b>Institution/Agency:</b>	Boise State University	<b>Project:</b>	South Campus Development - Baseball Field
2 <b>Project Description:</b>	Planning for new baseball complex to include and NCAA regulation baseball field, spectator bleacher seating with press box, restrooms, perimeter fencing/wall and netting, on-site parking and roadway and sidewalk improvements as required to accommodate the facility		
3 <b>Project Use:</b>	Collegiate baseball practice and competition field		
4 <b>Project Size:</b>	Site is approx. 6.5 acres		

6		Sources of Funds				Use of Funds			
7									
8		PBF	ISBA	Other *	Total Sources	Planning	Use of Funds Const	Other	Total Uses
9	Initial Planning Approval	\$ -	\$ -	\$ 500,000	\$ 500,000	\$ 475,000		\$ 25,000	\$ 500,000
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22	Total Project Costs	\$ -	\$ -	\$ 500,000	\$ 500,000	\$ 475,000	\$ -	\$ 25,000	\$ 500,000

[illegible]

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 21, 2018**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Revisions and Additions to 2018-19 Online Program Fees

**REFERENCE**

April 2018 Idaho State Board of Education (Board) approved  
Boise State University 2018-19 Student Tuition and  
Fee Rates

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.R.3.

**ALIGNMENT WITH STRATEGIC PLAN**

Goal 2: Educational Attainment, Objective A: Higher Level of Educational  
Attainment and Goal 3: Workforce Readiness, Objective A: Workforce Alignment

**BACKGROUND/DISCUSSION**

Boise State University (BSU) proposes decreases to four online program fees approved at the April 18-19 Board meeting. In addition, BSU proposes new online program fees utilizing a subscription based pricing model as part of a pilot project entitled Passport to Education. If approved, these fee changes will take effect for the fall 2018 semester.

**Proposed Decrease in Online Program Fees:**

Online Program	FY19 fee approved on 4/18/18	Requested FY19 fee
B.A., Multi-disciplinary Studies	\$380.00	\$350.00
Bachelor of Applied Science	\$380.00	\$350.00
B.B.A. Management	\$380.00	\$350.00
Bachelor of Public Health	\$380.00	\$350.00

The proposed changes will set pricing for these programs at the same rate as BSU's regular part-time credit hour rate for FY19.

**Passport to Education Pilot Program:**

BSU's Passport to Education is a pilot program designed with two objectives in mind:

1. Experiment with a lower-priced, subscription-based online fee model to assess its effectiveness in bringing new Idaho students to BSU that otherwise would not attend postsecondary education as well as to assess the financial sustainability of such a pricing model.

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2. Explore an alternative online program cost model and assess its effectiveness in lowering costs and improving student success.

The Passport to Education will be launched through an exclusive partnership with Cap Ed Credit Union and be made available to all 75,000 of its members. With Passport to Education, participants will be able to earn a college degree online from BSU for 5-50% less than other national providers. Certificate programs will also be available through the program.

Working with a dedicated “concierge” academic coach, students will pick one of two enrollment options: the ‘Passport 9’ or ‘Passport 6’ pathway.

The Passport 9 Track is for individuals wanting to earn a degree as fast as possible; learners can take up to 9 credit hours per semester which translates into earning an online undergraduate degree in 4.5 years (shorter if transferring prior credits).

The Passport 6 Track is for individuals wanting a greater work/learn/life balance; learners can take up to 6 credit hours per semester which can translate into earning an online undergraduate degree in 6.7 years (shorter if transferring prior credits)

Passport students will be charged a monthly subscription fee rather than receiving a tuition bill at the start of each semester. The subscription will remain fixed for as long as the student maintains payments and stays enrolled in the program. Students may switch between Passport options. Stops and restarts to the payments will result in the student being charged the subscription rates and/or fees in effect at the time of the restart. Rates are valid for seven years. After seven years, if the student wished to continue in the program, their new subscription rate will be set to the most current subscription rate in effect. Passport students may withdraw from payments at the completion of the term they are currently enrolled in with 30 days’ written notice required.

In order for a Cap Ed Member to participate, they must meet all entrance and eligibility requirements for BSU and the academic courses or programs they wish to pursue. Admission to BSU and/or the academic program is not guaranteed. Passport students will be held to all academic, performance, and behavioral standards, student code of conduct, etc., required of BSU and participating academic departments. Regional and special program accreditation requirements apply. Passport students will be held to the same add/drop/withdraw policies as regular BSU students.

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<b>Pricing Comparisons for Bachelor's Degree</b>			
	<b>Online or In-Person</b>	<b>Monthly Fee</b>	<b>Total Cost</b>
<b>Passport 9 Track (up to 9 credits per semester)</b>	<b>Online</b>	<b>\$550.00</b>	<b>\$ 29,700</b> (~\$247.50 per credit hour)
<b>Passport 6 Track (up to 6 credits per semester)</b>	<b>Online</b>	<b>\$425.00</b>	<b>\$ 34,000</b> (~\$283.33 per credit hour)
BSU (Idaho Resident)	Online or Part-time		\$ 42,000 (~\$350.00 per credit hour)
BSU (Idaho Resident)	Full-Time		\$ 30,776 (~\$256.47 per credit hour)
Penn State World Campus	Online		\$ 65,040 (~\$542.090 per credit hour)
ASU Online (Arizona State)	Online		\$ 58,800 (~\$483.33 per credit hour)
Southern New Hampshire Un.	Online		\$ 38,400 (~\$320.00 per credit hour)
University of Phoenix	Online		\$ 38,000 (~\$316.67 per credit hour)
Western Governor's University	Online		\$ 34,000 (~\$283.33 per credit hour)
<i>The pricing estimates and comparisons listed above are based on the most current tuition and fees published for each institution. Comparison excludes any financial aid, scholarships, and future tuition and fee increases. Total cost assumes students complete the program on schedule based on the pricing model illustrated. Per credit hours cost assumes a 120 student credit hours required for a degree program.</i>			

All programs initially offered through the Passport to Education program are existing online programs. Some of these existing programs are available to student's paying BSU's regular tuition and fees whereas other of these existing programs are available to student's paying online program fees. State Board of Education approval will be sought before any new degree or certificate programs are added to the Passport to Education program.

The following degrees and certificates will initially be made available to Passport to Education students:

<b>Existing Online Programs to be Offered</b>
B.A., Multi-disciplinary Studies
Bachelor of Applied Science
Business Bridge to Career Certificate
Applied Leadership Certificate
Design Ethnography Certificate
Business Bridge to Career Minor



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The pricing and cost model is based on several assumptions.

1. The pricing model assumes the partnership with CapEd Credit Union will mitigate the need for BSU to expend funds to recruit Passport to Education students and assumes these new students would not otherwise have attended BSU.
2. The cost model assumes that the average student credit hours enrolled will be less than the maximum number of student credit hours allowable each semester for each tier that students enroll in.
3. The cost model assumes that sufficient students enroll and that programs will achieve savings as they scale to large numbers.
4. The pricing model assumes that the simplicity and convenience of fixed monthly pricing will attract students that otherwise would not have attended BSU.

**IMPACT**

The Passport to Education program provides a low-cost option for working Idaho students to earn a degree while supporting progress towards Idaho's 60% goal. This pilot program will allow BSU to model new ways to drive down the cost of online education and test assumptions that have been built into the pricing model.

The Passport to Education program projects the following enrollments:

	<b>2018-19</b>
Passport 6	50
Passport 9	25

**STAFF COMMENTS AND RECOMMENDATIONS**

BSU had not finalized its proposal to reduce the online program fees for the four programs listed above (Baccalaureate degrees in Multi-Disciplinary Studies, Applied Science, Management, and Public Health) in time for these lowered fees to be included for consideration at the April tuition and fee setting session. Staff believes the logic for reducing the costs of these programs to the part-time credit hour rate for FY2019 is sound and that this may improve access to these programs.

The proposed "Passport to Education" pilot program, in partnership with industry, is an innovative model which has the potential to increase access to new cohorts of working students. The Board may wish to invite BSU to provide periodic reports on the success of this initiative to determine if the approach merits expansion to other BSU programs and other institutions.

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Staff recommends approval of the proposed online fee reductions as well as the request to pursue the pricing model associated with the proposed "Passport to Education" pilot project.

**BOARD ACTION**

I move to approve the proposed online program fee reductions and the proposed pricing model for the "Passport to Education" pilot program as described in the attached FY 2019 Boise State University revised fee schedule.

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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**BOISE STATE UNIVERSITY**

**SUBJECT**

Amendment to Multi-Media and Marketing Rights Agreement for Boise State University (BSU) Athletics

**REFERENCE**

October 2009	Idaho State Board of Education (Board) approved multimedia and sports marketing agreement with Learfield Sports Marketing (Learfield)
December 2009	Board approved changes to the Learfield multimedia and sports marketing agreement
August 2014	Board approved changes to the Learfield multimedia and sports marketing agreement

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, Section V.I.6.b

**ALIGNMENT WITH STRATEGIC PLAN**

Goal 2: Educational Attainment, Objective C: Access

**BACKGROUND/DISCUSSION**

In 2009, Boise State University (BSU) entered into a multimedia and sports marketing agreement with Learfield. The original contract was reached via a public bid process followed by final negotiations with the winning bidder, Bronco Sports Properties, LLC, a subsidiary of Learfield Communications. The original Agreement was for seven years commencing July 1, 2010, with three additional one year options, each exercisable at BSU's option. In 2014, BSU elected to exercise its option to extend the agreement through June 30, 2025.

BSU and Learfield have negotiated a new three-year extension that would extend the contract until 2028. In addition to the extended term, Learfield has agreed to provide BSU additional monetary consideration as outlined in the table below. In exchange for the increases in guarantee and capital stipend amounts, BSU will consider, in good faith, multi-media rights proposals for off campus beer and wine promotions and partnerships in the casino/gaming categories. Additionally, University will also allow more widespread use of the athletic trademark.

**IMPACT**

The new terms of the agreement will be July 1, 2010 through June 30, 2028 and would provide BSU an additional \$17,450,000 over the current contract through additional revenue each year and the three additional years of the contract.

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The value of the Learfield agreement to BSU is set forth below. The chart outlines the current and proposed capital stipend, the current and proposed guarantee payment, the proposed extension's additional revenue to create a new position, and a breakdown of the amount the proposed extension would give BSU in additional revenue each year (note that the totals do not include revenue sharing and other smaller amounts).

Year	Current Capital Stipend	Proposed Capital Stipend	Current Guarantee Payment	Proposed Guarantee Payment	Proposed Extension New Position	Additional Annual Revenue
2017-2018	\$300,000		\$3,300,000	<sup>^</sup> \$3,300,000		
2018-2019	\$100,000	\$600,000	\$3,400,000	\$3,800,000	\$55,000	\$955,000
2019-2020	\$100,000	\$600,000	\$3,500,000	\$4,000,000	\$55,000	\$1,055,000
2020-2021	\$100,000	\$100,000	\$3,700,000	\$4,200,000	\$55,000	\$555,000
2021-2022	\$100,000	\$100,000	\$3,900,000	\$4,400,000	\$55,000	\$555,000
2022-2023	\$100,000	\$100,000	\$4,100,000	\$4,600,000	\$55,000	\$555,000
2023-2024	\$100,000	\$100,000	\$4,300,000	\$4,800,000	\$55,000	\$555,000
2024-2025	\$100,000	\$100,000	\$4,500,000	\$5,000,000	\$55,000	\$555,000
2025-2026			\$4,700,000*	\$5,200,000	\$55,000	\$555,000
2026-2027			\$4,900,000*	\$5,400,000	\$55,000	\$555,000
2027-2028			\$5,100,000*	\$5,600,000	\$55,000	\$555,000

Total

\$6,450,000

The proposed extension's dollar value is \$17.45M

Based on the proposed increases and past increases in the guaranteed payment category, Boise State will see an additional \$6.45M budgetarily in revenue over 10 years. This roughly results in an increase in revenue of \$645,000 each year over the ten year lifespan of the contract.

\*Amount estimated based on current contract trends to calculate revenue increase. These figures are for illustrative purposes only.  
^Current guaranteed payment

## ATTACHMENTS

- Attachment 1 – Proposed Amendment
- Attachment 2 – Current Multi Media Rights Agreement
- Attachment 3 – Original Multi Media Rights Agreement
- Attachment 4 – Bronco Sports Properties Approval Process
- Attachment 5 – Examples for Beer/Wine Category

## STAFF COMMENTS AND RECOMMENDATIONS

The proposed amendment (after netting out expense of the additional position) will generate additional revenue to support athletic operations over the ten years of the contract.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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In discussions with Board staff on the contract terms, BSU administrators stressed that they would use discretion as they consider “multi-media rights proposals for off campus beer and wine promotions and partnerships in the casino/gaming categories,” noting that the public image of the University and the higher education system must remain unblemished. The BAHR committee requested the institution to clearly define the process by which proposals would be evaluated and approved.

This item was heard by the BAHR committee where BSU administrators indicated that the advertisement for beer and wine promotions would only be off campus. Beer and wine promotions on campus would still be excluded from the agreement. The casino and gaming portion of the amendment would only apply to on-campus promotions. The example was given that an American Indian gaming casino could advertise next to the scoreboard. The limitation of casino and gaming advertising to on-campus activities was not clear in the amendment, although that limitation is how BSU administrators intend the agreement to operate.

Representatives of BSU's administration will be ready to address any Board member questions on the amended contract.

**BOARD ACTION**

I move to approve the request by Boise State University to enter into a three year contract extension with Learfield Sports Marketing as outlined herein.

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

**SECOND AMENDMENT  
TO  
MULTI-MEDIA RIGHTS AGREEMENT**

**THIS SECOND AMENDMENT** (“Second Amendment”), effective as of this \_\_\_\_ day of June, 2018, is hereby executed by and between BOISE STATE UNIVERSITY (“University”), and BRONCO SPORTS PROPERTIES, LLC, a Missouri limited liability company (“Learfield”) qualified to do business in Idaho and a wholly-owned subsidiary of Learfield Communications, LLC. This Second Amendment amends that certain Multi-Media Rights Agreement (the “Multi-Media Rights Agreement”) between University and Learfield that had an effective date of July 1, 2010, as amended by that certain Amendment to Multi-Media Rights Agreement, having an effective date of July 1, 2014 (the “Amendment”). The Amendment, together with the Multi-Media Rights Agreement, make up the “Agreement.”

**BACKGROUND**

- A. University and Learfield have been operating under the Agreement.
- B. University and Learfield have agreed to extend the Term of the Agreement for an additional three years, through June 30, 2028.
- C. In consideration for the University agreeing to extend the Term, Learfield has agreed to provide University additional consideration as more particularly set forth below.
- D. Capitalized terms not otherwise defined in this Second Amendment shall have the meaning ascribed thereto in the Agreement.

**NOW, THEREFORE**, in accordance with these recitals and in consideration of mutual promises and covenants recited thereafter, the parties agree as follows:

1. Term of Agreement. The term of the Agreement is hereby extended through June 30, 2028. Section 1.1 of the Multi-Media Rights Agreement, and Section 1 of the Amendment are hereby deleted in their entirety and replaced with the following, superseding clause:

“This Agreement is effective as of the date signed by both Parties and shall continue until June 30, 2028 (the “Term”) unless earlier terminated as provided herein. Each contract year of the Agreement shall commence on July 1 and end on June 30 and such period shall sometimes hereafter be referred to as “Athletic Year.”

2. Guaranteed Royalty Fee. In consideration for the rights granted to Learfield under the Agreement and the foregoing extension of the Term, the Guaranteed Royalty Fee for the period from Athletic year 2018-19 through the end of the Term is hereby amended as follows:

<u>Athletic Year</u>	<u>Guaranteed Royalty Fee</u>
2018 – 2019	\$3,800,000
2019 – 2020	\$4,000,000
2020 – 2021	\$4,200,000
2021 – 2022	\$4,400,000
2022 – 2023	\$4,600,000
2023 – 2024	\$4,800,000
2024 – 2025	\$5,000,000
2025 – 2026	\$5,200,000
2026 – 2027	\$5,400,000
2027 – 2028	\$5,600,000

The foregoing shall supersede and replace the language set forth in Section 4.1 of the Multi-Media Rights Agreement and Section 7 of the Amendment for the period from and after Athletic Year 2018-19.

3. Revenue Sharing. For the period from Athletic Year 2018-19 through the end of the Term, the Revenue Share Hurdles shall be amended as follows:

<u>Athletic Year</u>	<u>Revenue Share Hurdle</u>
2018 – 2019	\$7,850,000
2019 – 2020	\$8,325,000
2020 – 2021	\$8,800,000
2021 – 2022	\$9,275,000
2022 – 2023	\$9,750,000
2023 – 2024	\$10,225,000
2024 – 2025	\$10,700,000
2025 – 2026	\$11,175,000
2026 – 2027	\$11,650,000
2027 – 2028	\$12,125,000

The foregoing schedule shall supersede and replace the Revenue Share Hurdle schedule amounts for such Athletic Years set forth in Section 5.1 of the Multi Media Rights Agreement and Section 8 of the Amendment.

4. Capital Subsidy Payments. Section 4 of the Amendment is hereby deleted in its entirety and replaced with the following superseding clauses and schedule:

Learfield will make capital subsidy payments during the period 2018-19 through 2024-25 in the total aggregate amount of \$1,700,000 (the “Capital Subsidy”). The Capital Subsidy will be paid in the accordance with the following schedule:

<u>Athletic Year</u>	<u>Capital Subsidy</u>
2018 – 2019	\$600,000
2019 – 2020	\$600,000
2020 – 2021	\$100,000
2021 – 2022	\$100,000
2022 – 2023	\$100,000
2023 – 2024	\$100,000
2024 – 2025	\$100,000

University shall use the Capital Subsidy for capital improvements to University Athletic venues that provide new or enhanced sponsorship opportunities, such as LED screens, video boards, center-hung or other mutually agreed assets. A portion of the 2018-19 Capital Subsidy will be used for an endzone video board at the football stadium to be installed no later than the first home game of the 2019-20 football season. University will consult with Learfield on any such improvements early in the process so that Learfield can provide design suggestions to maximize the inventory that will result from the Improvements, and all inventory created or enhanced through such improvements shall be included as part of the Multi-Media Rights and any revenue generated therefrom shall be included in the calculation of AGR in accordance with the Agreement.

5. Additional Inventory/Rights. In addition to all of the multi-media rights granted to Learfield under the Agreement, University will:

- (i) consider, in good faith, those Learfield multi-media rights proposals which are categorized as Excluded Sponsorships under Section 3.10 of the Multi Media Rights Agreement in the beer or malt beverage (including domestic/craft beer) and wine categories, and assist with developing comprehensive packages, off-campus retail (point of sale) promotions, digital advertising and promotions, promotional merchandise distributed exclusively off-campus, right to use University’s primary athletic trademarks, to enhance current partnerships; provided, however, Learfield acknowledges that University has the right to approve or disapprove any proposed beer, malt beverage or wine sponsorship or activation in its sole discretion. Learfield understands these categories will be developed gradually over time, and does not expect full access and exposure in Contract Year 2018-19, but expects presence in both categories by the beginning of the 2019-20 football season. Learfield further agrees that at least ten percent (10%) of any beer, malt beverage and/or wine sponsorship deal will be directed to the University to fund responsibility messaging or similar programming;



- (ii) consider, in good faith, Learfield proposals to enhance, through strategic marketing concepts and promotions, already significant partnerships in the casino/gaming categories excluded by Section 3.10 of the Multi Media Rights Agreement; provided, however, Learfield acknowledges that University has the right to approve or disapprove the same in its sole discretion. Learfield understands these categories will be developed gradually over time, and does not expect full access and exposure in Contract Year 2018-19, but expects presence in both categories by the beginning of the 2019-20 football season;
- (iii) assist Learfield in securing more widespread use of University primary athletics trademarks for commercial and strategic partnership use. For example, University will consider, in good faith, expanding the benefits offered in the banking category. Learfield acknowledges that University has the right to approve or disapprove the same in its sole discretion;
- (iv) work with Learfield to identify new areas of entitlement in the football stadium and basketball arena, to increase exposure and hospitality opportunities for corporate partners;
- (v) provide Learfield right of first negotiation (i.e., University will have good faith discussions with Learfield prior to discussing with any third party) for sponsorship/advertising inventory on the replacement of the existing digital roadside marquee signage by the stadium; and
- (vi) permit Learfield to deploy and ensure University use of a digital media backdrop for football and basketball to replace existing non-digital media backdrop.

University recognizes that the financial terms set forth in this Second Amendment assume that University will provide the consideration set forth above. In the event University does not provide such consideration set forth in subparagraphs (i), (ii), or (iii) above, it will be deemed an Adjustment Event under Section 4.2 of the Multi Media Rights Agreement, and the process set forth in that section shall be followed; provided, however, until the Parties reach agreement on a fair and equitable adjustment, Learfield will continue to pay the undisputed Guaranteed Royalty Fee (i.e., the Guaranteed Royalty Fee less the adjustment proposed by Learfield) to University. In addition to the foregoing, in the event the University's approval process for providing this additional inventory is delayed and as a result impacts Learfield's ability to commercialize such inventory in Contract Year 2019-20, the parties will discuss in good faith deferring a portion of amounts otherwise due in Contract Year 2019-20 into later Contract Years.

6. Additional Resources. In order to effectively activate the rights set forth in Section 5 above, Learfield will provide University with an additional annual subsidy of \$55,000 to fund a full-time dedicated staff member to assist with sponsorship activation. This employee will be staffed within the University Athletic Department. University will consult with Learfield and keep Learfield updated during the recruitment and hiring process. The position will be filled by July 1, 2018.

7. Extended Businesses. Subject to all applicable State of Idaho and University purchasing rules, regulations, policies, and procedures (collectively "Purchasing Requirements"), and subject to the terms of any current contract between the University and any third party, including

but not limited to its service providers and any athletic conference that the University may now be or may later become a member of, University, if able, will:

- (i) prior to the expiration of the term of the University's current agreement with its ticketing sales provider, negotiate with Paciolan in good faith for a period of at least 60 days with respect to University engaging Paciolan to provide such ticketing services to University for the period after the expiration of the term of such agreement. Learfield will pay University a \$50,000 bonus if University signs an exclusive agreement with Paciolan following the good faith negotiation period; such bonus shall be paid without invoice to the University within thirty days after the effective date of the agreement;
- (ii) at the expiration of the term of the University's current agreement with its trademark licensing agent, meet with Learfield Licensing Partners ("LLP") to discuss the University engaging LLP for such services. In the event University engages LLP, Learfield will pay University a bonus of \$50,000; such bonus shall be paid to the University without invoice at the conclusion of the first full Athletic Year after the effective date of the agreement. Learfield understands that University may continue to renew its agreement with its current trademark licensing agent; and
- (iii) at the expiration of the term of the University's current agreement with its provider of hosting services for its athletic web site, give due consideration to engaging Learfield's affiliate SIDEARM Sports, LLC to provide hosting services for the University's official athletic web site. Learfield understands that University may continue to renew its agreement with its current provider.

Learfield understands that University may continue to renew its agreements with its current service providers and that University may not be able to entertain the negotiations contemplated in this paragraph in light of applicable Purchasing Requirements or contract provisions.

8. Relationship of Second Amendment to the Agreement. Except as set forth in this Second Amendment, the Agreement shall remain unchanged and in full force and effect in accordance with its terms. If, however, there is any discrepancy between the Agreement and this Second Amendment, the terms and conditions of this Second Amendment shall control.

9. Amended and Restated Agreement. This Second Amendment, when fully executed and delivered, shall be a binding and legally enforceable contract, upon which we may each rely.

10. Counterparts. This Second Amendment may be executed in two or more counterparts and by facsimile or electronic signature, each of which shall be deemed an original and all of which shall constitute one document.

11. Entire Agreement. The Agreement as amended by this Second Amendment constitutes the entire agreement between the University and Learfield with respect to the subject matter hereof, and supersedes any prior oral or written understandings or agreements of the parties with respect to its subject matter.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Second Amendment to be executed by the duly authorized officer or agents on the date first set forth above.

BOISE STATE UNIVERSITY

BRONCO SPORTS PROPERTIES, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**AMENDMENT  
TO  
MULTI-MEDIA RIGHTS AGREEMENT**

THIS AMENDMENT ("Amendment") is made and entered as of the \_\_\_\_ day of \_\_\_\_\_ 2014 with an effective date of July 1, 2013 ("Effective Date") by and between Boise State University ("University") and Bronco Sports Properties, LLC ("Learfield"), a Missouri limited liability company qualified to do business in Idaho and a wholly owned subsidiary of Learfield Communications, Inc. This Amendment amends that certain Multi-Media Rights Agreement between University and Learfield that had an effective date of July 1, 2010 ("Agreement").

**BACKGROUND**

- A. University and Learfield have been operating under the Agreement.
- B. University has elected to exercise its option to extend the term of the Agreement for the three (3) years through June 30, 2020 and to further extend the term through the period ending June 30, 2025.
- C. In consideration of University extending the term of the Agreement through June 30, 2025, Learfield has agreed to provide University additional consideration as more particularly described in this Amendment.
- D. Capitalized terms used in this Amendment shall have the same meaning as those terms have in the Agreement unless otherwise stated.

NOW, THEREFORE, in consideration of the foregoing Background and other valuable consideration, University and Learfield amend the Agreement by this Amendment as follows:

- 1. Term of Agreement. The term of the Agreement will be from July 1, 2013 through June 30, 2025 ("Term").
- 2. Third Tier Television Rights. The provisions of Section 2.6 (Third Tier Television Rights) are deleted from the Agreement. If at any time during the Term, the television broadcast rights for University athletic events revert to the University from the Mountain West Conference (or any other athletic conference with which University is affiliated during the term of the Agreement), Learfield shall be granted the exclusive rights to such broadcasts for the remainder of the Term with additional payments to University in an amount to be negotiated in good faith at such time. In the event, the parties cannot reach agreement, the exclusive rights to such broadcasts shall not vest in Learfield but shall remain the property of the University.
- 3. Digital Media Rights. Throughout the Term, Learfield shall have the exclusive sponsorship rights associated with "Digital Media Rights" which means all University official athletic platforms including

browser-based websites, mobile web and mobile applications, social media channels such as Facebook, Twitter and Instagram, e-mail and other digital marketing, in-venue digital screens and platforms and all digital distribution of content to the extent such rights do not interfere with any rights reserved by the Mountain West Conference (or any other athletic conference with which University is affiliated during the term of the Agreement) or its chosen platform provider.

4. Capital Subsidy Payments. In addition to the Capital Stipend payments through June 30, 2017, Learfield will make capital subsidy payments in the amount of \$100,000 on July 1 in each Athletic Year beginning with the 2015 – 2016 Athletic Year and continuing through the 2024 – 2025 Athletic Year for University to use for capital improvements to assets within University Athletic venues that may provide sponsorship opportunities. This Capital Subsidy Payment can be used for such items as the purchase and installation of a center-hung videoboard in the Taco Bell Arena or other mutually agreeable venue enhancements. Sponsorship opportunities created by a new center-hung videoboard or any other mutually agreeable asset procured with the Capital Subsidy Payment will be mutually agreed upon between Learfield and University and when agreed upon will be sponsorship rights belonging exclusively to Learfield with no increase in the Guaranteed Royalty Fee. Any revenue collected by Learfield from these rights shall however be included in the calculation of AGR.
5. Additional Rights. In addition to all of the multi-media rights granted to Learfield under the Agreement and this Amendment, throughout the Term, University grants Learfield the following additional rights on an exclusive basis, subject to NCAA rules, regulations or restrictions:
  - i. The right to sell an additional sponsor logo on the Arena floor;
  - ii. A media suite in Albertsons Stadium for shared use by Learfield at no charge. University will, consistent with past practices, provide Learfield with use of the media suite number 621 at no charge for home football games;
  - iii. One (1) football coaches club membership at no charge to Learfield; and
  - iv. One (1) Basketball Hardwood Club Membership at no charge to Learfield.
6. Tickets. Locations of tickets to be provided to Learfield by University for home basketball games shall be materially improved over the locations of those tickets in the 2012 – 2013 Athletic Year.
7. Guaranteed Royalty Fee. Subject to the provisions of Paragraph 10 below, the Guaranteed Royalty Fee for the Term shall be as follows:

<u>Athletic Year</u>	<u>Guaranteed Royalty Fee</u>
2013 – 2014	\$2,410,000
2014 – 2015	\$2,735,000
2015 – 2016	\$2,860,000
2016 – 2017	\$2,935,000
2017 – 2018	\$3,300,000
2018 – 2019	\$3,400,000
2019 – 2020	\$3,500,000
2020 – 2021	\$3,700,000
2021 – 2022	\$3,900,000
2022 – 2023	\$4,100,000
2023 – 2024	\$4,300,000
2024 – 2025	\$4,500,000

8. Revenue Sharing. The Revenue Share Hurdle during the Term shall be as follows:

<u>Athletic Year</u>	<u>Revenue Share Hurdle</u>
2013 – 2014	\$4,795,000
2014 – 2015	\$5,645,000
2015 – 2016	\$5,895,000
2016 – 2017	\$6,045,000
2017 – 2018	\$6,775,000
2018 – 2019	\$6,975,000
2019 – 2020	\$7,175,000
2020 – 2021	\$7,575,000
2021 – 2022	\$7,975,000
2022 – 2023	\$8,375,000
2023 – 2024	\$8,775,000
2024 – 2025	\$9,175,000

9. Trade. Trade associated with Nike shall be increased to \$7,500.00 per year.
10. Bonus Payment. No later than July 31, 2018, Learfield will pay University a one-time bonus of \$1,100,000 ("Bonus Amount") as and for University's extension of the Term of the Agreement as set forth in this Amendment with \$750,000 of the Bonus Amount ("Cash Payment") paid in cash with the remainder of the Bonus Amount (\$350,000) considered paid by Learfield waiving its claim to a \$350,000 credit against the Guaranteed Royalty Fee in the 2013 – 2014 Athletic Year which by this Amendment, Learfield hereby agrees to do.
11. Additional Incentives. Section 7.3.4 of the Agreement (Television Promotion) is deleted from the Agreement.
12. Notices. All references to the Director of Intercollegiate Athletics in Section 8.11 of the Agreement shall mean Mark Coyle or his successor.

13. Relationship of Amendment to Agreement. Except as set forth in this Amendment, the Agreement is hereby ratified and confirmed upon its original terms and conditions. If, however, there is any discrepancy, conflict or variance between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall in all events control.
14. Preapproval of Signage and Partnerships. Before installation or use, Learfield must seek University's written approval of any and all temporary or permanent signage, electronic or otherwise, and may not utilize in any way signage that is not approved by University in its sole discretion. Learfield must seek and receive University's written approval of any and all partnerships prior to entering into any agreement or contract, express or implied, and shall not enter into any partnerships without the express written consent of the University in its sole discretion. The written approval from University required under this paragraph 14 may be in electronic or paper form.
15. National Exposure Bonus Payments. In addition to all other monies due University and obligations of Learfield under the Agreement and this Amendment, the following monies shall be paid by Learfield to University :
  - i. For football (the greater of the following applicable payments):
    - a. Each and every time University football team is invited to appear in the College Football Access Bowls, Learfield will pay University a one-time payment of \$100,000 on the following June 1;
    - b. Each and every time University football team appears in the College Football Playoffs , Learfield will pay University a one-time payment of \$200,000 on the following June 1;
    - c. Each and every time University football team wins the College Football Championship Game, Learfield will pay University a one-time payment of \$300,000 on the following June 1.
  - ii. For Men's basketball:
    - a. Each and every time University appears in the field of 4 teams in the NCAA Basketball Championship Tournament (the "Final Four"), Learfield will pay University a one-time payment of \$100,000.

IN WITNESS WHEREOF, the University and Learfield have entered into this Amendment as of the Effective Date.

**BRONCO SPORTS PROPERTIES, LLC**

By: **Learfield Communications, Inc.,**

~~Sole Member~~

By:

  
\_\_\_\_\_  
**Greg Brown, President and CEO**

**BOISE STATE UNIVERSITY**

By:

Mark Coyle

Name: **Mark Coyle**

Title: **Director of Athletics**

By:

  
\_\_\_\_\_  
Name: **Stacy Pearson**

Title: **Vice President Finance and Administration**



## MULTI-MEDIA RIGHTS AGREEMENT

THIS MULTI-MEDIA RIGHTS AGREEMENT ("Agreement" or "Contract") is made and entered as of the 9<sup>th</sup> day of November, 2009, by and between BOISE STATE UNIVERSITY ("University"), and BRONCO SPORTS PROPERTIES, LLC ("Learfield"), a Missouri limited liability company qualified to do business in Idaho and wholly owned by LEARFIELD COMMUNICATIONS, INC.

## BACKGROUND TO AGREEMENT

A. This Agreement is intended to set forth the rights, duties, responsibilities of University and Learfield with respect to the "Multi-Media Rights" associated with University's inter-collegiate athletic programs. These Multi-Media Rights are being granted to Learfield pursuant to University's Request for Proposal Number TS09-054 and University's February 18, 2009 letter as its Notice of Intent to Award TS09-054 (collectively the "RFP").

B. For purposes of this Agreement, the Term "Multi-Media Rights" shall mean the exclusive sponsorship and marketing rights, as hereinafter set forth, with exceptions as set forth within, to inventory, including, but not limited to, print, media, sponsorships, existing or new temporary or permanent signage, and other promotional and sponsorship rights for football, men's and women's basketball games, softball, wrestling, gymnastics, tennis and other inter-collegiate sports; and, if University is granted such rights from host venue, promotional rights for all games played at neutral venues where University is designated as the home team; radio and satellite play-by-play broadcast rights for football, men's and women's basketball games, softball games and any other collegiate sports as may be agreed between the parties and radio

and satellite broadcast rights for coach's shows; and selected television broadcast rights for football and men's and women's basketball; official athletic website sponsorship; at event corporate hospitality; at event impact; and any other sponsor-related or promotional rights to University's inter-collegiate athletic programs that are particularly described in this Agreement or that may be subsequently agreed to between the Parties as well as all the inventory which is available to University's intercollegiate athletic programs for the 2008 - 2009 University fiscal year. For the avoidance of doubt, the rights granted herein relate to varsity intercollegiate teams and do not include club or intramural teams. For the further avoidance of doubt, the rights granted herein are not exclusive with respect to electronic newsletters, it being agreed and understood that University as well may produce or distribute an electronic newsletter, but University agrees that if it produces or distributes an electronic newsletter primarily relating to Athletics, other than the existing magazine entitled "The Blue" which is produced in print and made available electronically in pdf format, it cannot contain any commercial underwriting or commercial sponsorship or advertising of any kind. University agrees that Touch Fall Marketing, the publishers of The Blue magazine shall be solely responsible for soliciting advertising for the magazine and University shall not solicit advertising on Touch Fall Marketing's behalf.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein and the foregoing Background, University and Learfield (individually the "Party" and jointly the "Parties") agree as follows:

## AGREEMENT

**1.1 Term of Agreement.** This Agreement is effective on the date signed by both Parties and shall continue until June 30, 2017 ("Initial Term") unless otherwise terminated as provided herein. Each contract year of the Agreement shall commence on July 1 and end on June 30 and such period shall sometimes hereafter be referred to as "Athletic Year." University shall:

(i) have three (3) options to extend the Initial Term of this Agreement for an additional one (1) year period each option through June 30, 2018, June 30, 2019 and June 30, 2020 respectively ("Extended Period(s)"). If University wishes to extend this Agreement for the Extended Period(s) it shall notify Learfield no later than June 30, 2015 of University's intent to exercise its option to extend the term of this Agreement for the first Extended Period and no later than June 30, 2016 and 2017 respectively for the next two Extended Periods; or

(ii) in its sole discretion shall choose to extend the Initial Term of this Agreement for an additional three (3) year period ("Extended Period") at one time in lieu of three (3) separate one (1)-year options. If University wishes to extend this Agreement for the three year Extended Period it shall notify Learfield not later than June 30, 2015 of University's intent to exercise its option to extend the term of this Agreement for the three year Extended Period.

If the term of this Agreement is extended to include the Extended Period(s), then the terms and conditions of this Agreement during the Extended Period(s) shall remain the same as those during the Initial Term except as otherwise stated in this Agreement. Notwithstanding the fact that each contract year begins on July 1, the University acknowledges and agrees that Learfield's rights and obligations under this Agreement begin on July 1, 2010 ("Effective Date"), but that Learfield will begin its efforts prior to the Effective Date and will expend

substantial amounts of time, effort and resources to fulfill its obligations under this Agreement. The "term" of this Agreement including the Initial Period and the Extended Period(s) is sometimes hereafter collectively referred to as the "Term".

**1.2 Mutual Cooperation.** Throughout the Term of the Agreement, it is the Parties' intention to cooperate to maximize the opportunities to promote the University's Athletic program and that will foster growth in both the amounts and the potential sources of revenue under this Agreement. To that end, the Parties, including University's Director of Athletics (and/or his/her designee) will meet, as they mutually agree is necessary, to discuss the rights and inventory granted to Learfield and any unexpected problems arising therefrom to arrive at mutually satisfactory solutions. The General Manager of BRONCO SPORTS PROPERTIES, LLC will be encouraged to attend regularly scheduled University Athletic Department Administrative Staff meetings and will meet no less than once a month with University's Director of Athletics or his/her designee at times mutually agreeable to the Parties. In addition, University will use reasonable efforts to clearly and concisely define for University's staff the specific roles and responsibilities which Learfield will undertake with University's Athletic Department, including, but not limited to, any agreements Learfield enters into with University's coaches which Learfield and University mutually determine will help to promote the University's Athletic program and maximize revenue generating opportunities. Learfield will not enter into any agreement with a University coach without prior consultation with and approval from the University's Director of Athletics and University shall be responsible for coaches' compensation in its sole discretion. Learfield will keep University informed on a regular basis and/or upon request by University of its sponsorship and marketing plans as well as its current activities. In consideration of fostering a mutually beneficial environment for

both parties, Learfield agrees that it shall keep University informed of its negotiations with potential partners and shall consult with University regarding new potential partners that it wishes to approach and/or rights that it intends to offer.

**1.3 Additional Multi-Media Rights.** Although this Agreement includes specific rights granted to Learfield, it is agreed that from time to time opportunities for additional Multi-Media Rights may arise or be created that might not have been contemplated or specifically mentioned in this Agreement, including, but not limited to, Learfield finding additional ways to leverage the existing inventory or with new inventory ("Additional Rights"). If the nature of the Additional Rights requires the addition of a significant item of inventory that did not already exist in a University athletic venue in any format, being an alteration that affects the appearance of the venue and/or requires material expenditure ("Material Inventory Alteration"), then Learfield will notify University of such new inventory item in order to obtain University's approval of such new inventory item. The parties will negotiate in good faith to arrive at a financial model for any Material Inventory Alteration that is funded other than from the Capital Stipend and which includes the allocation of costs between the Parties and the resulting inclusion of revenue from the Material Inventory Alteration in the "AGR" as hereafter defined. For the avoidance of doubt, if, for example, a new ribbon board is installed in Bronco Stadium at a cost to either party of \$250,000.00, the cost incurring party shall first recover its cost of the ribbon board from revenue generated from the ribbon board before any revenue from the ribbon board is included in the calculation of AGR.

**2.1 Grant of Exclusive Radio Broadcast Rights.** Throughout the Term, University grants to Learfield, subject to any restrictions and modifications set forth by this Agreement, the exclusive rights to make or cause to be made live radio (including satellite radio, high definition radio, Spanish radio broadcasts and audio podcasts) broadcasts of all exhibition, pre-season, regular-season and post-season games for football, men's and women's basketball games and softball games and any other inter-collegiate sports as may be agreed with University. All of such broadcast rights shall be exclusive to Learfield and shall also include any game or games selected for broadcasting by any local, regional or national radio network, subject, however to any currently existing rules governing University as a result of its affiliation with the Western Athletic Conference ("WAC"), the Pacific Ten Conference for wrestling ("PAC 10") or any other conference to which University is affiliated during the Term or the National Collegiate Athletic Association ("NCAA") which could limit such exclusivity granted to Learfield hereunder. Rights to post-season conference and national tournaments are exclusive of all other individual and independent networks except those officially designated as origination stations or networks by radio stations considered by University as part of the radio following the opposing team involved in the game being broadcast. University acknowledges that broadcast rights to post-season conference and national tournaments is important to Learfield's revenue, and if such rights are not available to Learfield, then University shall negotiate in good faith with Learfield for a fair and equitable reduction in Learfield's Guaranteed Royalty Fee during the time the rights are unavailable. Notwithstanding the exclusive rights granted to Learfield under this Section 2.1, and subject to University's approval, a University student station may broadcast games, but only on a low power radio station which will not carry any commercial underwriting or commercial sponsorship or

advertising of any kind for such varsity intercollegiate game that will materially compete with the rights granted to Learfield hereunder and only if University has first consulted with Learfield in respect of the same.

Learfield shall use its best efforts to provide the widest exposure in the most professional manner relative to all broadcasts and at the very least shall be no less exposure and of no less quality than historically provided by or on behalf of University during the 2008 – 2009 Athletic Year. Without limitation to the foregoing, Learfield agrees that it shall use commercially reasonable efforts to increase the radio coverage of women's basketball. If at anytime during the Term, Learfield decides to pay for the production, operational and distribution costs of the Bronco radio network (collectively the "Production Costs") which in turn is expected to increase the revenue opportunities from the radio broadcasts, Learfield shall be entitled to deduct the Production Costs it incurs in calculating the AGR, as hereafter defined, provided that it has first consulted with University with respect to its decision to undertake the Production Costs and University has agreed to the Production Cost budget. Provided that the costs and budget are in line with those of any other universities represented by Learfield or its affiliated companies of equal or greater stature than University with no extenuating circumstances that do not apply to University ("Comparable Learfield Schools"), University shall not withhold approval.

**2.2 Radio On-Air Talent.** Learfield will employ, at its own expense, or subcontract with other approved providers, any and all personnel Learfield deems necessary to conduct broadcasts covered by the Agreement. Final selection of all air talent for all games, including, but not limited to pre-game, post-game, coaches' shows and other events to be broadcast must have the approval of University which approval will not be unreasonably withheld. The

University shall also have the right to request removal of a particular on-air talent if it, in its reasonable discretion, deems such removal necessary. The parties agree to discuss in good faith the removal of such on-air talent and allocation of costs or expenses related thereto. Notwithstanding the foregoing, University agrees to be responsible for all normal, reasonable and ordinary replacement costs unless adequate cause exists for such removal. Learfield shall be solely responsible for all employment related costs or liabilities.

**2.3 Radio Programming.** At the sole cost and expense of Learfield, Learfield shall produce, originate, broadcast and distribute the following radio programming in a quality at least commensurate to the quality of broadcasts historically provided during the 2008 - 2009 Athletic Year with state-of-the-art equipment and quality:

A. Football and Men's and Women's Basketball Games. Learfield will provide live broadcasts in the State of Idaho with emphasis in Boise, Nampa, Caldwell, Twin Falls, Idaho Falls, Pocatello, McCall and Lewiston of each (i) regular-season and post-season game for University varsity football, which may include the spring football game or any others if applicable, whether the same are played in Boise or elsewhere; and (ii) each regular-season and post-season men's basketball game whether the same are played in Boise or elsewhere and (iii) any exhibition men's basketball games if applicable. Each broadcast shall include pre-game and post-game shows with live or taped, as available, coaches' interviews, in addition to comprehensive description of game action. Learfield will use its best efforts to provide live broadcasts of each regular season and post-season women's basketball games to be no less than University's historical level provided during the 2008 - 2009 Athletic Year of live broadcasts of such games. Learfield shall pay for all costs associated with the operation and production and shall be responsible for obtaining any and all necessary clearances of each broadcast



hereunder.

B. Coaches' Radio Shows. Learfield will produce, sell and commercially distribute a weekly coaches' radio show for football and men's basketball and make all shows available to the Bronco Sports Network subject to technical restraints. For the purposes of this Agreement the "Bronco Sports Network" shall be no less than the radio coverage provided to University during the 2008 - 2009 Athletic Year. Learfield will produce and clear a combined total of approximately thirty (30) football and men's basketball weekly coaches' shows each year that will be not less than sixty (60) minutes in length per show. University will make available and provide the services of the head coaches of each such coaches' show. Further, Learfield is hereby granted the exclusive rights, at its option, to produce coaches' radio shows for other sports. University shall require coaches to be in attendance at each show agreed to under such contracts, provided the time commitments undertaken by each such coach is consistent with the coach's primary coaching responsibilities and each coach's contract with the University. In the event that a coach is not available, University and Learfield, shall agree to a suitable alternative being either coach's participation by telephone or by substitution of an assistant coach. Notwithstanding the forgoing, University shall use best efforts to provide the head coaches live participation in such shows. Any compensation of the coaches in respect of such shows shall be in the sole discretion of the University but in no event shall Learfield be responsible for a coach's compensation. Notwithstanding the provisions of the preceding sentence to the contrary, if University wishes that Learfield pay part or all of a coach's compensation, it shall notify Learfield in writing of the amount of a coach's compensation that it wishes Learfield to pay ("Coach's Compensation Amount") and Learfield shall pay the Coach's Compensation Amount in two equal payments at the times that Learfield pays the

University its Guaranteed Royalty Fee (December 31 and June 30). Learfield shall then deduct from the Guaranteed Royalty Fee the Coach's Compensation Amount which will be a credit against the Guaranteed Royalty Fee then owed by Learfield to the University. Learfield may sell a specific placement of any or all of the coaches' shows at a location to be determined and University will make the coach available at such location. Such coaches' shows shall be held at the Stueckle Sky Center on campus, unless the parties mutually agree otherwise, Learfield must provide a compelling reason, which may be a financial reason, for the coaches' show to be held at a different location, such as a local restaurant or other campus or off-campus location but shall also ensure that University does not lose revenue by such change of venue, for example through increased transportation costs and/or loss of food and beverage revenue. In such instance, Learfield will make every effort to ensure that such location shall be convenient to Boise State University and its coaches. University reserves the right to refuse a location if the location is inconsistent with the University's goals, mission or image or if the location is too inconvenient.

C. Other radio programming. Learfield shall also provide other radio programming, live or taped as applicable, to be no less than provided to University historically during the 2008 - 2009 Athletic Year and as required in the contract between Peak Broadcasting and University dated July 12, 2008 ("Existing Radio Contract") a copy of which has been provided to Learfield as part of the RFP.

D. Technical Requirements. Learfield shall satisfy University as to all technical requirements, including, but not limited to, digital quality, which are necessary to adequately broadcast University athletic events and coaches' shows in a manner no less than provided historically during the 2008 - 2009 Athletic Year and as is reasonable to be expected as

equipment and technology develops during the Term.

E. University Promotional Time. Learfield shall provide University with, or shall procure for University, promotional air time in kind and other marketing and promotional commitments during broadcasts of the game of a level no less than provided to University for its own use (rather than its sponsors' use) historically during the 2008 - 2009 Athletic Year to the greater of the amount it had received historically during the 2008 - 2009 Athletic Year or two (2) thirty (30) second spots for University institutional (rather than Athletics) promotional matters only. Learfield shall also provide University with, or shall procure for University, promotional air time in kind and other marketing and promotional commitments on the flagship station(s) outside of game broadcasts of a level no less than provided to University for its own use (rather than its sponsors' use) historically during the 2008 - 2009 Athletic Year.

F. Learfield shall record all radio broadcasts and shall provide University with a copy of all broadcasts and programs created hereunder. All rights in and to the broadcasts and programs shall cease at the expiration of this Agreement and shall revert to University.

G. University shall be considered the copyright owner of, and be entitled to receive all copyright royalty fees in any form allowed by law attributable to, the use or broadcast of the sporting events, preview shows, coach's shows and other programming produced by or on behalf of Learfield hereunder and University shall be entitled to all royalties, fees or other income (excluding, however, any sponsorship or advertising income which shall be included in the AGR as hereinafter defined) which may be attributable to the use of said broadcast material and recordings and Learfield will provide any assistance needed by University to implement any use of said material other than by radio transmission.

H. Notice of the University copyright shall be included as part of every event

broadcast made pursuant to this Agreement. The notice shall consist of the symbol "©" or the word "copyright" followed by the year that the event is first broadcast and the name "Boise State University" in every broadcast or medium of delivery.

**2.4 Additional Radio Broadcast Rights.** Notwithstanding anything contained in Section 2.1 through 2.3 to the contrary, it is agreed that from time to time forms or methods of additional distribution rights of the aforementioned radio programming may arise or be created that might not have been contemplated, might not have existed as of the date of this Agreement or specifically mentioned in this Agreement, and these rights shall be subsequently included in the rights granted to Learfield based upon the approval of the University, which approval will not be unreasonably withheld, and the Net Revenue from such rights shall be added to the AGR. Without limiting the foregoing, Learfield shall use commercially reasonable efforts to secure satellite and high definition radio transmission at no charge to the University and Learfield shall offer regular audio podcasts at a frequency and level to be agreed with University. All rights in and to the broadcasts and programs shall cease at the expiration of this Agreement and shall revert to University.

**2.5 Football, Men's Basketball and Women's Basketball Coaches' Television Shows.**

A. Learfield shall have the exclusive rights to broadcast and sell sponsorships in weekly coaches' television shows for football, men's basketball and women's basketball.

B. Learfield will produce and clear a total of no less than twelve (12) football and no less than twelve (12) men's basketball weekly coaches' shows each year that will be not less than thirty (30) minutes in length per show. Compensation of coaches, if any, will be paid by University but Learfield shall be responsible for all other costs relating to production and

distribution of the shows. Any compensation of the coaches in respect of such shows shall be in the sole discretion of the University. In no event shall Learfield be responsible for any compensation of coaches. Notwithstanding the provisions of the preceding sentence to the contrary, if University wishes that Learfield pay part or all of a coach's compensation, it shall notify Learfield in writing of the amount of a coach's compensation that it wishes Learfield to pay and Learfield shall pay the Coach's Compensation Amount in two equal payments at the times that Learfield pays the University its Guaranteed Royalty Fee (December 31 and June 30). Learfield shall then deduct from the Guaranteed Royalty Fee the Coach's Compensation Amount which will be a credit against the Guaranteed Royalty Fee then owed by Learfield to the University. Parties may agree to proceed with coaches' television shows for any other sports outside of those mentioned above and the net revenue (gross revenue less expenses such as production and distribution for the shows, provided such costs and/or budget have been agreed with University and if the costs and budget are in line with other Comparable Learfield Schools, University shall not withhold approval.) in relation to such additional sports shows shall be included in the AGR as hereinafter defined. Learfield may sell a specific placement of the coaches' show. Such coaches' shows shall be held at the Stueckle Sky Center on campus, unless the parties mutually agree otherwise. Learfield must provide a compelling reason, which may be a financial reason, for the coaches' show to be held at a different location, such as a or at a broadcast studio of Learfield's choice which is convenient to University's campus but shall also ensure that University does not lose revenue by such change of venue, for example through increased transportation costs and/or loss of food and beverage revenue. University shall require coaches to be in attendance at each show agreed to under such contracts, provided the time commitments undertaken by each such coach is consistent with the

coach's primary coaching responsibilities and each coach's contractual obligations to the University. Coaches will be encouraged but shall not be required to attend coaches' shows in person if the show is broadcast from outside the Boise, Idaho area. In this regard, it is agreed that a period of time which is sufficient for the production of a thirty-minute weekly coaches' television show will not unduly interfere with a coach's primary responsibilities to University. Notwithstanding the foregoing, Learfield will make every effort to ensure that the location of the coaches' shows shall be convenient to Boise State University and its coaches. University reserves the right to refuse a location if the location is inconsistent with the University's goals, mission or image or if the location is too inconvenient.

#### **2.6 Third Tier Television Broadcast Rights.**

A. University agrees to license Learfield the exclusive rights to broadcast television play-by-play programming which is not otherwise prohibited by University's affiliation with the WAC, the PAC 10 for wrestling, or any other conference to which University is affiliated during the Term or the NCAA ("Third Tier Television Rights"). Such Third Tier Television Rights include football, men's and women's basketball and any other University inter-collegiate sport, preview shows, a video season ticket podcast, replay shows and video magazine shows. Learfield will be responsible for all costs relating to the production and broadcast of such Third Tier Television Rights and Learfield shall retain all revenue generated from the Third Tier Television Rights and such revenue will be included in the calculation of AGR. Subject to the provisions of Section 4.2 below, these Third Tier Television Broadcasts shall be aired live or with a reasonable tape-delay as agreed with University. The live televising of home football and basketball games shall be at the discretion of the University

based on ticket sales and sell-out policies and the University shall have the right, in its sole discretion to request a tape-delay broadcast of any home game accordingly.

B. Notwithstanding anything herein, Learfield agrees that BRONCOVision shall be the exclusive video streaming venue for all University home and away events, unless and until agreed otherwise with University. Learfield or the applicable television broadcaster shall be provided a link to BRONCOVision from its applicable website.

C. University Promotional Time. Learfield shall provide University with, or shall procure for University, promotional air time in kind and other marketing and promotional commitments during broadcasts of the game of a level no less than provided to University for its own use (rather than its sponsors' use) historically during the 2008 - 2009 Athletic Year to the greater of the amount it had received historically during the 2008 - 2009 Athletic Year, and as required in the contract between Belo Corporation (KTVB Media Group) and University dated June 30<sup>th</sup>, 2005 ("Existing TV Contract") a copy of which was provided to Learfield as part of the RFP, or two (2) thirty (30) second spots for University institutional (rather than Athletics) promotional matters only. Learfield shall also provide University with, or shall procure for University, promotional air time in kind and other marketing and promotional commitments on the flagship station(s) outside of game broadcasts of a level no less than provided to University for its own use (rather than its sponsors' use) historically during the 2008 - 2009 Athletic Year.

D. Learfield shall record all television broadcasts and shall provide University with a copy of all broadcasts and programs created hereunder. All rights in and to the television broadcasts and programs shall cease at the expiration of this Agreement and shall revert to University.

E. University shall be considered the copyright owner of, and be entitled to receive all copyright royalty fees in any form allowed by law attributable to, the use or broadcast of the sporting events, preview shows, coach's shows and other programming produced by or on behalf of Learfield hereunder and University shall be entitled to all royalties, fees or other income (excluding, however, any sponsorship or advertising income, which shall be included in the AGR as hereinafter defined) which may be attributable to the use of said broadcast material and recordings and Learfield will provide any assistance needed by University to implement any use of said material other than by television transmission.

F. University shall own the copyright of and in all broadcasts (live or delayed) and recordings of events or shows covered by this Agreement. Notice of the University copyright shall be included as part of every event broadcast made pursuant to this Agreement. The notice shall consist of the symbol "©" or the word "copyright" followed by the year that the event is first broadcast and the name "Boise State University" in every broadcast or medium of delivery.



**2.7 Miscellaneous Terms Applicable to Coaches.** Subject to the coaches' pre-existing contractual sponsorship obligations, University will require its coaches to cooperate with Learfield should Learfield need to obtain an endorsement that is beneficial in promoting the University's Athletic program and maximizing the income from the rights granted under this Agreement; nevertheless, Learfield acknowledges that coaches shall not be required to endorse a particular product. University will use its best efforts to prevent its coaches from participating, directly or indirectly, in the endorsement of any product or service that competes with the products or services offered by Learfield's sponsors. Except as set forth herein, and subject to each coach's contractual obligations to University, University will require its coaches to cooperate with Learfield to accommodate reasonable requests of Learfield for its sponsors (such as special appearances, autographs, and letter-writing). Any coaches' endorsements by Learfield must conform to University, WAC, PAC 10 (wrestling only), or any other conference to which University is affiliated during the Term and NCAA rules and guidelines.

**2.8 Video/DVD Rights.** If Learfield and University mutually agree that a season ending or other highlight audio-visual program (being video, DVD and/or other audio-visual medium as agreed with University) (together defined as "Video Program") is warranted for a particular University team, Learfield shall, at its expense, produce or cause to be produced and sell or cause to be sold, such Video Program at Learfield's cost and Learfield shall retain all of the revenue derived therefrom provided that the Net Revenue (gross revenue in excess of the cost of producing and selling the Video Program provided such costs and/or budget have been agreed with University and if the costs and budget are in line with any other Comparable Learfield Schools, University shall not withhold approval.) shall be considered part of the

AGR. University shall approve the content and artwork of any and all Video Programs.

**2.9 Athletic Internet Site and Internet Video Streaming and e-Commerce.**

A. While University will control and produce the University's official athletic website, University hereby licenses Learfield the exclusive rights to all sponsorship revenue generating opportunities which now or in the future may exist on the University's Official Athletics Website ("OAS") (<http://broncosports.com>), including, but not limited to, all rights to sell sponsorships in the form of company logos and messages on University's OAS, audio streaming of sponsorship messages and direct internet access to other websites as well as all other sponsorship opportunities which now or in the future may exist in the future on the OAS. All resulting gross revenue derived by Learfield from these rights shall be added into the calculation of the AGR. All other rights relating to the OAS, including but not limited to audio and visual streaming, subscription member services, fundraising, auctions, merchandising, ticket and event revenue and editorial content shall be retained by University. University shall be responsible for providing editorial content on the OAS. Notwithstanding anything contained in this Section 2.9 to the contrary, Learfield acknowledges that the University presently has an existing relationship with Jump TV (host of the OAS) and until and unless such relationship is terminated, Learfield shall not have the right to manage, produce or further develop the OAS unless separately agreed with University. However, University will provide Learfield with the opportunity to have input on decisions regarding the OAS but shall not be obligated to implement Learfield's suggestions. Upon termination of University's agreement with Jump TV, University, with input from Learfield, shall have the right to select Jump TV's successor but University shall not be obligated to grant such rights to Learfield. In the event that Learfield is granted the right to manage the OAS and/or the audio or video streaming,

Learfield shall negotiate the contract with an appropriate website hosting company and pay the then applicable hosting fee for the OAS ("Hosting Fee"). The Hosting Fee shall not be deducted from the Guaranteed Royalty Fee set forth in Section 4.1 and the resulting revenue shall be treated separately from the AGR hereunder.

B. Learfield shall have the exclusive right to publish and distribute an Official Sports Report ("OSR"), daily e-mails of up-to-date and unique news to University fans and constituents. To assist Learfield in its marketing and distribution efforts of the OSR, subject to the applicable data privacy laws and at Learfield's cost, University agrees to distribute such OSR and other Learfield news to its database or e-mail addresses of season ticket holders, and individual game ticket purchasers, athletic department donors and boosters. University will use reasonable efforts to have such OSR distributed to the database or email addresses of the University's alumni association. Learfield acknowledges that University does not control the University alumni association's database or email addresses and that Learfield will be responsible for any costs associated with such distribution.

## **2.10 Game Program and Schedule Card Production and Sponsorship Rights.**

2.10.1 Football; Men's and Women's Basketball. Learfield shall have the exclusive right to print, publish, distribute and sell sponsorship space in football, men's and women's basketball programs (or similar game day publications) for all home games and matches played by University and those designated as home games or matches although played or conducted on a neutral site, during its regular seasons and schedule cards for the other sports (collectively the aforementioned programs and roster cards are referred to herein as "Game Publications").

2.10.2 Matters Relating to All Programs. All costs of printing and distributing all athletic game programs will be the responsibility of Learfield. The quality

and quantity of the game programs will be not less than what has historically been produced by or on behalf of University on a per-game basis for University based on sales demand and no less than the quantity and quality specified in Attachment B of the RFP. University shall be responsible for providing all written content and editing thereof that is required for each Game Publication and will work with Learfield to determine the design of Game Publications and in some instances will be responsible for design elements of the Game Publications. University retains final control of all content and design of its Game Publications but will not have control over sponsorships in Game Publications which control will belong exclusively to Learfield, provided that University has agreed to the percentage of space in the respective Game Publication made available to the sponsors in aggregate. University shall be responsible for supplying Learfield or its printer with Game Publication content not less than 30 business days prior to a Game Publication's publication for "static" pages and not less than five (5) business days for "change" pages. Learfield will provide University with a mutually agreeable reasonable number of complimentary Game Publications, to be no less than five hundred (500) copies in respect of football Game Publications and one hundred (100) in respect of the other Game Publications. University shall have the right to purchase at cost additional copies of Game Publications for its own use from Learfield. Learfield shall charge University no more than its actual printing cost in respect of such additional copies. In addition to the sponsorship revenue from Game Publications, Learfield will retain any game day vending revenue from Game Publication sales which shall be included in the calculation of the AGR. Learfield and University will review and mutually agree upon the sales price, quantity and format of the respective Game Publications for the upcoming season no less than once a year.

## 2.11 Sponsorship Signage.

A. Except as otherwise set forth in this Agreement, University grants Learfield the exclusive rights to sell sponsorships on all the existing as well as all the future permanent signage (electronic or otherwise) and temporary signage in all University athletic venues, including, but not limited to,

- Bronco Stadium
- Taco Bell Arena

B. If, during the Term, University decides to install new electronic or enhance existing electronic signage or install new videoboards or enhance existing videoboards at any of its athletic venues (collectively the "New Signage"), Learfield will have input into the New Signage in order that Learfield can manage the sponsorships which will result from the New Signage and Learfield will retain all revenue from the New Signage sponsorship sales where such New Signage was paid for out of the Capital Stipend and such revenue shall be included in the calculation of the AGR. If the University decides to install New Signage over and above that which is funded by the Capital Stipend, before so doing it shall agree with Learfield how it shall be funded and how the revenue shall be treated hereunder.

C. The above foregoing notwithstanding, University reserves the rights to utilize signage (electronic or otherwise) for such reasonable amounts of time as agreed upon by Learfield for pre-game, half-time, quarter breaks, game time-outs or post-game for University's need to promote University sports, the University or University events or accomplishments, or athletically-related activities as deemed reasonably necessary by University but in no event for any commercial underwriting or commercial sponsorship or advertising of any kind, other than for the University Bookstore and for hotel and automobile

lease/transport trade partners as agreed with Learfield, and subject to the provisions of Section 6.1 of this Agreement, in any event to be no more than historically provided to University Bookstore and such hotel and automobile lease/transport trade partners during the 2008 - 2009 Athletic Year.

2.11.1 Athletic Venue Sponsorship Rights. The specific athletic venue sponsorship rights will include, but not be limited to, the following signage:

**Bronco Stadium ("Stadium"):**

- Main scoreboard permanent panels
- Main scoreboard tri-vision panels
- Fascia signage
- Field level signage and banners
- Façade, Tunnel and Concourse Signage
- On-field logo, with University's approval and provided that this does not adversely affect the turf
- Message Center Displays
- Promotions that involve sponsors at all events, provided that the University has agreed to such promotions
- Press conference backdrops
- Coaches' headsets
- Football goal post pads
- Exterior marquee and signage
- Video board features, promotions, replay swipes, PSAs and billboards
- Digital signage (when available in the future)

- Sound system cover
- Concession signs
- Cold air balloon signage
- Temporary signage
- Television monitors (Bronco Vision)
- Field Goal Nets (if such nets can be installed without detriment to spectators view and without damage to the track and field facilities)
- Virtual signage during telecast (subject to any rights retained by the WAC/ESPN)
- Sideline Cooling Systems
- Sideline Equipment Crates
- Sideline employees (e.g., chain crew, managers, etc.) clothing and equipment, as permitted (i) by the University's agreement with Nike or the applicable apparel contract at that time and (ii) the applicable Conference rules.
- Cup Holders, if available
- Other opportunities as approved by University

**Taco Bell Arena Signage:**

- Rights to the center hung scoreboard signage
- Rights to the University's main scoreboard and panels and auxiliary boards
- Rights to the University's LED displays, if available in the future
- Scoreboard, fascia and vomitory displays
- Scorers' table, press row and baseline table advertising panels (rotational, digital, or static)
- University and opposing team bench chair backs and kick plates

- Message center displays
- Video advertising displays
- Basketball goal posts padding
- Basketball backboard supports (goal profile)
- Team entry canopies/signage
- Playing surface logo opportunities, as approved by the University
- Shot clock advertising panels
- Suite Signage
- Virtual signage during telecast
- Courtside, rotational and permanent signage
- End wall permanent and rotational signage
- Upper corner sponsor panels
- Mezzanine permanent and rotational signage
- Exterior marquee and signage
- Temporary signage and displays
- Static signage opportunities that either currently exist or which Learfield may elect to sell in and around concession areas, facility entries/exits, restrooms, concourses, portal entries/exits into seating areas
- Concession, concourse and lobby displays
- Plastic souvenir cups and concession (food) containers subject to University's existing arrangements with its pouring rights partner and/or concession provider
- Courtside employees, not to include scorer's table personnel (e.g., ball boys, managers, etc.) clothing and equipment as permitted (i) by the University's



agreement with Nike or the applicable apparel contract at that time and (ii) the applicable Conference rules.

- Scoreboard signage in the practice area
- Blimp signage
- Profile Signage (on top of basket supports)
- Other opportunities as approved by University

All Taco Bell Arena signage sponsorship must be subject to the existing agreement between the University and Taco Bell primarily that sponsorship shall not be sold to a competitor of Taco Bell. Furthermore, such sponsorship shall be in respect of athletic events only and sponsors shall acknowledge that their respective signage may be covered or obscured at a non-Athletic event and/or at an athletic event that is not controlled by University such as a NCAA tournament. Learfield acknowledges that University has a separate arrangement with Taco Bell Arena and therefore agrees to consult with University with regard to all Taco Bell Arena signage and inventory and rights granted therein. Notwithstanding the foregoing sentence, the Taco Bell Arena Signage referred to above, shall be available to Learfield in accordance with the terms of this Agreement.

**Other Sports Venues:**

- Main scoreboard ad panels
- Any sideline and end-line advertising panels
- Message center displays
- Video advertising displays
- Public address announcements

- University and opposing team dugout and bench signage
- Temporary or permanent playing surface logo opportunities
- Static signage opportunities that either currently exist or which Learfield may elect to sell in and around concession areas, facility entries/exits, restrooms, concourses, portal entries/exits into seating areas
- Temporary signage and displays for special events
- Plastic souvenir cups and concession (food) containers subject to University's existing arrangements with its pouring rights partner and/or concession provider
- Other opportunities as reasonably approved by University
- Press Backdrop

Any signage other than the aforementioned signage shall be subject to consultation with University and further subject to the provisions of Section 1.3 above in respect of Additional Rights and/or Material Inventory Alteration.

For the avoidance of doubt, marketing, merchandising, sponsorship, signage, media and commercial rights for events on or within University's facilities that are hosted by other third party organizations or organizations within University that are not related to the Athletic Department, are excluded from this Agreement. Learfield may not enter into contracts with sponsors that prevent University, its Alumni or the University Foundation, from contracting with competitive sponsors for non-University Athletics events, regardless of where the events are held. Furthermore, where University shares facilities with a third party, for example the softball field, the rights granted herein shall only apply Athletic Department events.

2.11.2 Existing Message Board, Videoboard Rights, and Public Address Announcements. University grants Learfield the exclusive rights to secure sponsors for announcements, messages and videoboard displays on existing public address, electronic ribbon boards, scoreboards or videoboards including, but not limited to, out of town scores, trivia, statistics, features, segments, replays, commercial logo branded messages and contests. University will provide Learfield and its sponsors the necessary reasonable production and execution support needed for such announcements and messages at no cost to Learfield. The amount of necessary production and execution support provided will be reasonable and commensurate to that amount provided by University for University sponsors in the past. Any production and execution support over and above these reasonable amounts will be billed to Learfield by University at prevailing rates.

2.11.3 Maintenance of Sponsorship Signage, Message Boards and Videoboards. Learfield shall be responsible for all costs and expenses relative to any copy or art changes for replacement of existing signage. University will be responsible for the maintenance of both the existing and any new permanent signage and equipment, including the videoboards, rotating signage and static signage. University will also be responsible for payment of the game-day video board production charges. University will use all reasonable efforts to ensure that all such signage will be repaired in a timely manner in order to make such signage fully functional and operational.

2.11.5 New Inventory Items. It is understood and acknowledged that from time to time University may wish to install new items or upgrade existing items which are capable of adding to the inventory available under this Agreement or enhancing the existing inventory ("New Inventory Items"). All of the New Inventory shall be marketed and sold exclusively by

Learfield and the Net Revenue received by Learfield from any New Inventory Items shall be included in the calculation of the AGR each year, provided that such costs have been mutually agreed with University. Notwithstanding the foregoing, if any New Inventory Items are paid for by the University from funds other than the Capital Stipend, University and Learfield shall first agree how such New Inventory Items are to be funded and whether any of the increased revenue is to be paid directly to University to compensate for the expenditure over and above the Capital Stipend.

2.11.6 Temporary Signage. University, at no additional cost or expense, agrees to help facilitate Learfield obtaining the exclusive rights to sell or create temporary signage opportunities at University games or events which occur at a neutral venue. Any such temporary signage shall be paid for, erected, maintained and operated at the sole cost and expense of Learfield. All of the revenue received by Learfield from any temporary signage shall be included in the calculation of the AGR each year.

**2.12 Promotional Items and Events.** Throughout the Term, University grants Learfield the exclusive rights to the following promotional items and events:

2.12.1 Printed Promotional Item Rights. Learfield will have the exclusive right to sell sponsorships on all University printed promotional items relating to Athletics including, but not limited to, team rosters, ticket backs, parking passes, roster cards, ticket applications and mailer inserts, ticket envelopes, posters, sports calendars, fan guides, trading cards and schedule cards ("Printed Materials"). University and Learfield will mutually agree on an annual basis upon the sponsors, content and amounts of Printed Materials. However, the quantity (numbers produced) and quality will be no less than was being produced by or for University historically unless and until such Printed Materials can be replicated in all or in part

electronically e.g. electronic ticketing and such advertising space is no longer available. University will be responsible for the design of Printed Materials. Learfield shall provide the sponsors logos and materials together with the necessary rights for University to reproduce such logos and materials in a format and timeframe as reasonably requested by University as needed to produce the Printed Materials in a timely manner. The cost of printing the Printed Materials will be at a level consistent with the historical cost and will be the responsibility of Learfield and shall not be deducted from the AGR.

2.12.2 Game Sponsorship and Promotional Sponsorship Rights. Learfield will have, at a minimum, the right to secure sponsors for pre-game, game "time-outs", half-time, and quarter breaks sponsored promotional activities and special game day on-field and on-court promotions or contests as well as official game sponsorships. University reserves the right to use, at no cost and expense to Learfield, a reasonable amount of time to be agreed upon by Learfield during any pre-game, game "time-outs", half-time, and quarter breaks for University's need to promote University's fundraising efforts, development projects, sports, upcoming University events or accomplishments, subject to Section 6.1 of this Agreement, the University Bookstore and such hotel and automobile lease/transport trade partners or athletically related activities. Promotional activities may include, but are not limited to, premium item giveaways, fan contests on the field, floor, or in the stands, sponsored entertainment acts, product samplings, inflatables, games, temporary signage, couponing and free product distribution and product displays; provided, however, this is not intended to exclude approved University student organizations' fundraising activities and other similar on-field/on-court recognition which do not have any commercial endorsement which in all events is strictly prohibited. By the first day of December of each year, Learfield will coordinate and

discuss with University an annual game/event promotions sales plan for the following athletic year. University will provide Learfield with all reasonable assistance in the sponsorship, promotions and implementation/facilitation as needed during these game-related activities. At University's reasonable request, Learfield will respect the University's environmental sustainability efforts and other applicable mission goals and/or policies when entering into promotional activities.

#### 2.12.3 Game Day Hospitality Rights.

A. Learfield shall have the exclusive rights to all corporate hospitality tents and group ticket sales related to corporate hospitality tents ("Hospitality Rights"). The Net Revenue, if any, derived from Hospitality Rights shall be included in the calculation of the AGR. Learfield shall be responsible for payment of costs associated with Hospitality Rights, subject to sub-section B below.

B. Hospitality Tent. University shall provide to Learfield, at no cost to Learfield, space for hospitality tents or any alternative facility for its clients at all University home football games as well as all football games played at a neutral site if University is designated as the home team and as the home team retains such rights. In all instances, University shall approve the location of the Hospitality Tent or alternative facility. The current hospitality area is the Keith & Catherine Stein Plaza by the Caven-Williams Sports Complex.

C. Learfield acknowledges and agrees that the activities of the University Alumni Association are excluded from this Agreement. The Alumni Association may host corporate hospitality and/or tailgate events which may be sponsored provided that these are held off-campus. The Alumni Association is currently located on University Drive but not on University owned land.

2.12.4 Fan Festival Rights. In addition to those rights described in Section 2.12.2, Learfield shall have the exclusive right to sell sponsorships, sponsorship packages (including tickets, meal and beverage vouchers) and corporate involvement for any existing interactive fan festival or related activities, that it creates with the approval of the University, such approval not to be withheld unreasonably, as well as those that University creates in the future with Learfield's approval, not to be withheld unreasonably. The Net Revenue from such events shall be included in the calculation of the AGR. The following are examples of at-event impact sponsorship inventory which will be available throughout the Term exclusively to Learfield but such examples are not intended to be the only available inventory:

- Product displays
- Sampling, couponing and free product distribution to fans attending University events
- Title and/or rivalry sponsorships of University Athletic events
- Presenting sponsorships of University Athletic events
- Pre-game post-game, half-time and timeout in-arena/stadium, on-court/field promotions, contests, mascot appearances, corporate recognition/presentations, and/or giveaways
- Plastic souvenir cups and concession (food) containers, subject to University's existing arrangements with its pouring rights partner and/or concession provider.
- Mascot/Cheerleader appearances
- Inflatables/games
- Kid's Club sponsorships (subject to the existing arrangements between University Athletics Department and University Bookstore)
- Varsity team tournaments and special events

- Ancillary entertainment opportunities such as half-time shows, etc.
- Midnight Madness-type events

For the avoidance of doubt, nothing herein shall prevent University from offering such events, without sponsorship, and on consultation with Learfield if such event involves a third party company for example a licensed merchandise retailer, and any revenue shall not be included in the calculation of the AGR.

2.12.5 Licensing Opportunities & Retail Promotions. Commensurate with historical broadcast and sponsorship agreements, and subject to existing licensing agreements, University grants Learfield the right to use University's name, trademarks, service marks, logos or symbols as identified at Schedule 2.12.5 on a royalty free basis to Learfield and its sponsors with regard to any promotions, sponsorships, commercial endorsements, or any other marketing activities covered in this Agreement; provided, however, that (i) University has approval, not to be unreasonably withheld or delayed, of all artwork produced by Learfield and/or sponsors, media partners and other third parties with whom Learfield contracts in accordance with this agreement, that bear the University's name, team name and/or other trademarks including University's logos, the blue field and other indicia that identify the University such as the college colors of blue and orange and the mascot and (ii) Learfield agrees that the sale or distribution of University logo bearing merchandise by Learfield or a sponsor is prohibited unless such merchandise is acquired through a supplier licensed by the University or the University Bookstore, and all such merchandise or designs shall have first been approved by the Director of Trademark Licensing, such consent not to withheld unreasonably. For the avoidance of doubt, no party is permitted to sell product or services on



University campus except through the University Bookstore without University approval. If a sponsor wishes to distribute a product or service on University campus, whether as a giveaway or for a fee, Learfield shall first consult with University and University shall have right of approval over such distribution, not to be unreasonably withheld. Learfield shall have the right to offer to sponsors the ability to enter into retail promotions, which make use of a University logo, such as using the University logo in point of sale materials ("Specific Sponsorships"). Learfield shall have the right to sell Specific Sponsorships throughout the Term of this Agreement and shall consult with University in respect of the same. The style and presentation of the Specific Sponsorship shall be submitted in writing or via email to the Director of Trademark Licensing for approval. If Learfield does not receive an approval or non-approval within seven (7) business days of its submission, the style and presentation of the Specific Sponsorship will be deemed approved by the University.

Learfield and those Learfield sponsors of University will have the right to use tickets in their retail promotions and all their projects which are related to Learfield's rights under this Agreement. Subject to the Exclusions and Excluded Sponsorships referred to in sections 3.9 and 3.10 respectively, the Parties agree not to allow the use of athletic event tickets for promotional purposes that specifically compete with Learfield's sponsorship sales efforts ("Restriction") by all other parties without the approval of University and Learfield, not to be unreasonably withheld. To the extent possible, University agrees to place an appropriate notice on all athletic event tickets in order to give effect to the Restriction.

**2.13 Rivalry Series.** The Parties will cooperate in the development of additional promotional marketing opportunities, including, but not limited to, the right to market and/or create one or more corporate-sponsored rivalry series for all athletic events. Specific details of

any new rivalry series events will require the approval of the University in its sole discretion.. Any rivalry series which is created by Learfield as well as all neutral site games whose rights belong to University and not the other team shall be Learfield's rights on an exclusive basis, including sponsorships, game sponsorships, print rights and all other promotional items. Notwithstanding the foregoing, and subject only to reciprocal rights granted to the rival school, University shall retain all rights in and to, including merchandise rights, the Rivalry Series which shall continue beyond the Term. As part of any future agreement for a neutral site game whose rights belong to University, University will not permit the solicitation of any University/Learfield client in a major sponsorship category (including, but not necessarily limited to, telephone, insurance, banking, and automobile), and will not permit the solicitation of any competitor of Learfield client in a major sponsorship category, for a title sponsorship and secondary or "presenting" sponsorship.

**2.14 Relocation of a University Home Game.** If during the Term, one of the University's home football games is moved to a neutral location or to the visiting team's location ("Displaced Game"), a fair and equitable reduction in the Guaranteed Royalty Fee and a corresponding adjustment to the Revenue Share Hurdle amounts shall be negotiated in good faith by the parties in recognition of the sponsorship revenue affected which results from a Displaced Game; provided, however, if the Displaced Game is replaced in the same season with another home game involving another team in the University's conference or a team which is comparable in stature, national prominence of its program or national ranking to the team which is involved in the Displaced Game or a team which is a traditional rival of University, then there shall not be any reduction in the Guaranteed Royalty Fee or any increase in the Revenue Share Hurdle Amount.

**3.1 Tickets and Parking Passes.** Throughout the Term, University shall provide Learfield, at no cost to it, the number of tickets and parking passes specified in Schedule 3.1, which shall be no less than the same historical number of season and individual tickets in the same or better historical locations to football, men's and women's basketball games and other University intercollegiate games which were provided or allocated to sponsors, as well as TV and radio broadcast providers and rights holders, for the 2008 - 2009 Athletic Year. Said tickets and parking passes shall be of the same or better quality as to locations previously provided by University. In addition, Learfield shall have the right to purchase additional tickets from University, if available, the quality of which will be based upon availability and the tickets afforded the highest level of donor status by University ("Additional Tickets"). The price for the Additional Tickets shall be the lowest available price charged by University for the same quality of ticket together with the associated Bronco Athletic Association fees and any other dues required for third party purchase of the applicable tickets. Learfield shall have the right to purchase additional parking passes from University, if available, at the lowest available price charged by University. .

During each year of the Agreement, University will provide Learfield the right to purchase up to 200 bowl game tickets; 24 men's and women's WAC Conference Basketball all session tournament tickets; 30 men's and women's basketball NCAA first- and second-round tickets; 30 NCAA men's and women's regional tickets; and 50 Men's and Women's Final Four tickets, provided that University is participating in the applicable game. The quality of the tickets allocated to Learfield will be proportional to the quality of the total tickets made available to University. If, for example, one-third of University's tickets are in the lower level

of the WAC Tournament, one-third of Learfield's allocation of tickets will be in the lower level, as well. University will provide parking passes at cost to Learfield on an "as available" basis. In addition, University will provide at no cost to Learfield, four (4) VIP parking passes to all University athletic events (football passes are for reserved spots) and two VIP reserved spots through the University's Club seat program for football. Notwithstanding the foregoing, University shall be able to give away tickets in return for operational services provided to University and other trade provided that such activity does not impinge upon the sponsor rights granted to Learfield hereunder.

**3.2 No Existing Agreements.** University represents and warrants that it has not executed any advertising or sponsorship agreements, which extend past the 2009 - 2010 Athletic Year. If there are any advertising or sponsorship agreements which extend beyond the 2009 - 2010 Athletic Year, including the St. Luke's-Idaho Elks Agreement, such agreements and the revenue therefrom shall belong to Learfield, excluding the Boise Office Equipment Agreement which University will not renew or extend and will receive the revenue therefrom through June 30, 2011. Except for the Boise Office Equipment agreement through the 2010 - 2011 Athletic Year only, any revenue that University receives from an advertising or sponsorship agreement which extends past the 2009-2010 Athletic Year shall be paid to Learfield by University, failing which, the amount of such revenue shall be deducted from the Guaranteed Royalty Fee.

### **3.3 Credentials; Parking and Travel:**

University will also provide all-access credentials and parking on all game days for Learfield's staff members and, from time to time, members of its senior staff.

A. To the extent that there are seats and sufficient capacity, and subject to

University's head coach's approval, University will pay for the travel expenses for Learfield's radio crew (consisting of 3 persons) on the team's charter to such away football games in which University's teams appear but Learfield will be responsible for the broadcasting crew's hotel, per diem, and if applicable, commercial airline or vehicular travel, expenses. Learfield shall use best efforts to ensure that such radio crew comply with University's policies and guidelines with respect to their attendance on such charter and University reserves the right to prohibit such radio crew from such charter flights if the radio crew does not follow the University's policies and guidelines. If available, University will further provide Learfield with space on any chartered aircraft carrying University's football team for up to four (4) persons and a Learfield staff member for Learfield's client development, provided that all such persons shall comply with University's policies and guidelines with respect to their attendance on such charter. University shall charge Learfield for such seats at cost.

B. Notwithstanding anything hereunder, all seats on any charter flights shall be subject to University's approval and subject to University's operational needs and also the respective coach's approval.

C. Learfield shall be responsible for all costs in association with the broadcasting crew including hotel, per diem, commercial airline or vehicular travel, expenses for all other games.

**3.4 Office Space.** University acknowledges and agrees that Learfield's performance under this Agreement and the resulting benefits to University will be better enhanced if Learfield is provided office space on the campus of University, preferably near or within University's Athletic Department. University will provide appropriate office space and the use of existing office furniture in a University athletic facility to Learfield during the Term of

the Agreement ("Leased Premises") at no additional cost to Learfield. Any changes or enhancements relative to the Leased Premises and furniture therein shall be at the sole cost and expense of Learfield, and shall be at the prior written consent of University. The Leased Premises shall be of a size and quality to accommodate four (4) full-time Learfield employees and one intern. Learfield may hire additional personnel in consultation with University. University will establish telephone and internet access to Learfield in the Leased Premises at no cost to Learfield; however, Learfield will be responsible for reimbursing all related charges other than the set up fees including but not limited to the monthly charges and long distance toll charges. In addition, Learfield will be responsible for paying for out-of-pocket expenses such as office supplies. University will pay for all utilities relating to the Leased Premises. If Learfield needs to expand its staff to carry out its responsibilities under this Agreement, subject to availability, University shall use its best effort to provide Learfield additional office space, rent-free, to accommodate such need in reasonable proximity to Learfield's Leased Premises, or in different space large enough to accommodate all of Learfield's needs. Learfield shall comply with all labor laws and regulations as specified further in section 8.20 below.

**3.5 Efficient operation.** Except as otherwise provided in this Agreement, Learfield will furnish all labor, management, supplies, and equipment necessary to fulfill its obligations herein; provided, however University will provide non-financial assistance for sponsorship fulfillment and execution at no expense to Learfield (such as the implementation of an on-field or on-court contest during pre-game, halftime or a time-out, provided that such assistance required is reasonable and within University's staffing capacity). Learfield shall provide the necessary number of staff personnel as are reasonably required for Learfield to

perform its obligations under this Agreement. It is anticipated that Learfield will require four (4) staff personnel including a General Manager with at least 7 years of applicable experience. University shall have the right to approve the General Manager, which approval will not be unreasonably withheld so long as the General Manager has sufficient prior experience to carry out his duties and responsibilities and shall be consulted in respect of all staff to be hired by Learfield to work for Bronco Sports Properties.

**3.6 Permits.** Learfield will be financially responsible for obtaining all required permits, licenses, and bonds to comply with pertinent University rules and policies and municipal, county, state and federal laws, and will assume liability for all applicable taxes including but not restricted to sales, income and property taxes.

**3.7 Successful Performance.** Recognizing that successful performance of this Agreement is dependent on mutual cooperation between the Parties, Learfield will meet periodically with University to review Learfield's operations pursuant this Agreement and make necessary adjustments. Learfield will at all times recognize that University is a State university and Athletics is only part of the institution and therefore, Learfield will take this fact into account as part of its mutual cooperation with University.

**3.8 Blogs.** University acknowledges and agrees that it is the exclusive right of Learfield to provide ongoing, regular and real time coverage of University athletic events which not only includes the game itself but also includes pre-game, half-time, quarter breaks and post-game broadcasts ("Game Coverage"). University further acknowledges that the right to provide any type of commercial sponsorship or promotion in such "game coverage" on a blog or other similar means which features, describes, includes or discusses any University team in action as it occurs or "Game Coverage" (including any pre-games, half-time, quarter

breaks or post-game) is an exclusive right belonging solely to Learfield ("Blog Sponsorship"). This Blog shall be made available on University's OAS and nothing herein shall prevent University from writing its own blog(s) provided that no University written blog relating primarily to Athletics may contain any type of commercial underwriting or commercial sponsorship or advertising of any kind. If either University or Learfield become aware of any third party blog which includes blog or blog-type Game Coverage or Blog Sponsorship or a blog which violates the Conference Policy (collectively a "Violating Blog"), University will act reasonably to attempt to arrive at a satisfactory solution to eliminate the Violating Blog. Notwithstanding the foregoing, failure by University to eliminate a Violating Blog shall not be considered a material breach of this Agreement.

**3.9 Exclusions.** Learfield acknowledges that none of the revenue associated with the agreements as referenced in Schedule 3.9 to this Agreement ("Excluded Agreements") shall belong to Learfield; provided, however, Learfield shall have the right to pursue and sell to those Excluded Agreement parties additional sponsorship opportunities not specifically covered by the terms of the Excluded Agreements.

**3.10 Excluded Sponsorships.** Notwithstanding anything contained in this Agreement to the contrary, Learfield agrees that it shall not sell the following categories of sponsorship or sell any advertising right to any company that engages in the following businesses throughout the Term of this Agreement, unless otherwise agreed to by University, which approval may be withheld in University's sole discretion for no reason:

- Gambling (except the State authorized lottery). Establishments which provide gambling but also have other recognized sources of income such as a spa and resort are permissible sponsors so long as the sponsorship makes no reference to



the gambling aspects of the establishment.

- All Liquor (except that television broadcasts may include paid for advertising, but not sponsorship, from malt beverage or wine companies)
- Prophylactics
- Feminine hygiene products
- Tobacco products
- Sexually explicit materials.
- Adult entertainment
- Religious and/or political materials
- Ammunition and firearms
- Competitors of University which for purposes of this Agreement shall be limited only to other higher education institutions or competitors of the University Bookstore/Bronco Shop being including but not limited to bookstores and fan stores such as the Blue & Orange Store.
- Material that could be considered defamatory, obscene, profane, vulgar or otherwise socially unacceptable or offensive to the general public or may cause harm to student-athlete health, safety and welfare
- Advertising that may bring discredit to the purposes, values, principles or mission of the NCAA or University or may negatively impact the interests of intercollegiate athletics or higher education.

Learfield agrees that in exercise of its rights granted hereunder, it shall ensure that any advertising, sponsorship or other representation of the University shall be mindful of and

consistent with the good image, message and reputation of the University. Furthermore Learfield shall use reasonable efforts to ensure that all sponsors, advertisers, media partners and other parties with whom Learfield enters into arrangements with in accordance with the terms of this agreement, shall be mindful of and consistent with the good image, message and reputation of the University and that promotion or recognition of such third party will not materially distort or impair the presentation and image of the University, its Athletics program and the respective teams.

**4.1 Guaranteed Royalty Fee.** As payment for the rights licensed under this Agreement, Learfield will pay University a Guaranteed Royalty Fee in such amounts as set forth below. The Guaranteed Royalty Fee described below is based upon all of the following assumptions being completely accurate (collectively the "Assumptions"): (a) that at a minimum, the inventory available to Learfield for sponsorship sales shall be not less than the inventory which was available for sponsorship sales for the 2008 - 2009 Athletic Year and will include all the signage inventory available in the Taco Bell Arena including the signage sold to Cactus Pete, Jiffy Lube, Chevron and the Boise Airport ("Base Sponsorship Inventory"); (b) all of the exclusive rights described under this Agreement are available to Learfield throughout the Term; (c) all of the historical sales information provided by University to Learfield is accurate and the amounts set forth in the agreements between the University and its sponsors and advertisers are collected in full by University; and (d) except for the Excluded Agreements (but not the Boise Office Equipment Agreement), there are no advertising or sponsorship agreements which extend past the 2009 – 2010 Athletic Year. If any or all of the Assumptions do not occur, are not accurate or do not remain in effect for the entire Term of the Agreement,

then University shall negotiate in good faith with Learfield for a fair and equitable reduction in Learfield's Guaranteed Royalty Fee, save that in the event that the Assumptions in subparagraph (a) or (c) above are not accurate the Guaranteed Royalty Fee will be adjusted downward on a dollar-for-dollar basis accordingly. If the Base Sponsorship Inventory or elements are materially reduced or eliminated, University will either replace inventory or alleviate those issues specifically identified by Learfield in writing associated with such inventory to Learfield's reasonable satisfaction failing which the Guaranteed Royalty Fee will be adjusted downward on a dollar for dollar basis. All Guaranteed Royalty Fees owed by Learfield shall be paid one-half on December 31 and one-half on June 30 of each Athletic Year with a final distribution of any income derived through the agreed AGR formula or other adjustments made on or before August 31<sup>st</sup> of the following Athletic Year.

<u>Athletic Year</u>	<u>Guaranteed Royalty Fee</u>
2010 – 2011	\$2,135,000*
2011 – 2012	\$2,260,000
2012 – 2013	\$2,335,000
2013 – 2014	\$2,410,000
2014 – 2015	\$2,485,000
2015 – 2016	\$2,560,000
2016 – 2017	\$2,635,000

If the University exercises its option for each Extended Period, the Guaranteed Royalty Fee for each Extended Period shall be as follows:

2017 – 2018	\$2,710,000
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\* This amount reflects a \$50,000 reduction to accommodate the University's retention of that amount from the last year of the University's contract with Boise Office Equipment.

2018 – 2019 \$2,785,000

2019 – 2020 \$2,860,000

**4.2 Reduction to Guaranteed Royalty Fee.** Notwithstanding anything contained in this Agreement to the contrary, a fair and equitable reduction in the Guaranteed Royalty Fee Payment will be agreed upon by Learfield and University if any one or all of the following events occur and thereby reduce Learfield's revenue during the Term of this Agreement, which reduction will be negotiated in good faith by the Parties unless another manner of reduction is otherwise provided in this Agreement:

A. University's football, men's or women's basketball team incurs sanctions which prevent the team from appearing in conference championship games or post season conference tournaments, NCAA, or NIT tournaments (basketball) or playoff/bowl games (football):

B. The men's football, men's basketball or women's basketball program is eliminated or substantially curtailed; or

C. Should any acts of terrorism, acts of state or the United States, strikes, labor shortages, epidemics or any natural disaster, including, but not limited to, flood, fire, earthquake, tornado, hurricane or extremely severe weather condition, drought, loss of power, whether or not resulting from a natural disaster, prevent a University game being played at its originally scheduled athletic venue. However, the Parties recognize that it is preferred that University reschedule a game at a different date or time in an effort to keep the game as a home game instead of moving the location of the game to the visiting team's home venue or moving the game to a neutral venue; or

D. If Learfield is not permitted to sell any and all categories of sponsorships not specifically prohibited herein, or to sell to any and all sponsors other than those specifically

excluded herein, or to continue to sell all inventory managed or sold by Learfield at any time during the Term of this Agreement, or should the NCAA, the WAC or the University disapprove of any commercial inventory, category, or sponsor that had been previously allowed by the NCAA, the WAC or University for any reason other than compliance with policies, regulations and laws which existed as of the date of the RFP, and such disallowance results in a material deviation in the type, kind or quantity of inventory provided to Learfield and University fails, upon receipt of written notice from Learfield of such a deviation, to cure such deviation within sixty (60) days of such notice, in such case, and both parties have used best efforts to mitigate the material deviation, the University agrees in advance that, pursuant to Section 4.1, then University shall negotiate in good faith with Learfield for a fair and equitable reduction in Learfield's Guaranteed Royalty Fee based upon the amount of commercial sponsorship or sponsorship dollars that were lost due to the exclusion of said sponsor or inventory; or

E. All of the events described in this Section 4.2 and elsewhere in this Agreement which give rise to a reduction in the Guaranteed Royalty Fee are hereafter singularly referred to as an "Adjustment Event" and collectively as "Adjustment Events". Examples of Adjustment Events are:

- the NCAA eliminates malt beverage advertising and Learfield is able to show that it has been financially adversely affected by such decrease;
- the Base Sponsorship Inventory is reduced or adjusted;
- Learfield is prohibited from selling specific sponsorships which were sold by University at the same or higher historical levels; and
- a decrease in the number of games available through Third Tier Television



Rights from that which was historically available and Learfield is able to show that it has been financially adversely affected by such decrease.

Provided however that University exercising its approval rights shall not be considered an "Adjustment Event", unless it was an approval right that was not to be unreasonably withheld and University was unreasonable in its withholding of such approval.

**4.3 Conference Change.** Notwithstanding anything contained in this Agreement to the contrary, a fair and equitable increase in the Guaranteed Royalty Fee Payment may be negotiated in good faith and agreed upon by Learfield and University if University's men's football, men's basketball or women's basketball is moved to a conference other than WAC and/or the WAC becomes a BCS Conference during the Term of this Agreement.

**5.1 Revenue Sharing.** In addition to the annual Guaranteed Royalty Fee, Learfield will pay University, on or before August 31<sup>st</sup> of the following Athletic Year, 50% of collected Adjusted Gross Revenue ("AGR") that exceeds the Revenue Share Hurdle set forth below ("Revenue Share Amount"). Any amounts collected after August 31<sup>st</sup> of each Athletic Year will be added to the calculation of AGR for the applicable year and paid when collected. AGR is defined as collected gross revenue (defined as total cash revenue, billed and collected, , less agency commissions and third party rights fees such as NCAA or NIT related sponsorship fees) as well as all other direct out-of-pocket promotional costs such as tickets and client fulfillment expenses provided that all such costs have first been approved by University.

Athletic Year

Revenue Share Hurdle

2010 – 2011

\$3,885,000

2011 – 2012

\$4,035,000

*2.9 - 1/12*

2012 – 2013	\$4,335,000
2013 – 2014	\$4,445,000
2014 – 2015	\$4,485,000
2015 – 2016	\$4,635,000
2016 – 2017	\$4,785,000

If this Agreement is extended for the Extended Period(s), the Revenue Share Hurdle Amount shall be as following during each Extended Period:

2017 – 2018	\$4,935,000
2018 – 2019	\$5,085,000
2019 – 2020	\$5,235,000

Notwithstanding anything contained in this Section 5.1 or elsewhere in this Agreement to the contrary, if an Adjustment Event or Adjustment Events occur, the Revenue Share Hurdle amounts set forth above will likewise be adjusted to reflect the loss of revenue derived by Learfield under this Agreement. The amount of such adjustment shall be negotiated in good faith by the Parties.

**6.1 Trade.** In addition to the promotion benefits referenced in section 7.3 below, Learfield will use its best efforts to renew for University during each year of the Term up to the same amount of non-media in-kind-trade benefits in exchange for sponsorship rights which exists in the 2008 - 2009 Athletic Year which is valued at \$150,000 ("Threshold Amount"). For the avoidance of doubt, University shall be responsible for any trade, including hotel and

automobile lease/transport trade whereby University exchanges tickets for goods or services in kind, but shall not give such partners any rights in inventory granted to Learfield under this Agreement other than that which has been provided to them historically and which shall be in consultation with Learfield. Learfield will also use its best efforts to secure during each year of the Term at least \$150,000 of additional in-kind-trade benefits in exchange for advertising or sponsorship rights granted hereunder above the Threshold Amount ("Additional Trade Amount"). The Threshold Amount and the Additional Trade Amount shall be referred to herein as the "Total Trade Amount". University shall have approval of all such trade agreements, which approval will not be unreasonably withheld. All trade must be for University's athletic marketing purposes only and will not be affected by any trade obtained by the University. Any in-kind-trade renewed or secured by Learfield will not reduce the amount of cash donations or contributions. Learfield reserves the right to substitute alternative inventory to current trade customers if those customers are otherwise displacing cash paying customers with University's approval, which approval will not be unreasonably withheld. In the event that Learfield does not obtain in-kind trade benefits for University of value up to the Total Trade Amount, University shall have the right to enter into in-kind trade agreements with third parties without further recourse to Learfield.

#### **7.1 Extension Bonus.**

(i) If University exercises all three (3) of its one year options to extend the Term of this Agreement to include the Extended Period, as set out in Section 1.1(i) above, Learfield will pay University an extension bonus in the aggregate amount of \$500,000 once University exercises the third one year option, to be paid no earlier than July 1, 2017;



(ii) If University exercises one option for an extension of three years to extend the Term of this Agreement to include the Extended Period, as set out in Section 1.1(ii) above, Learfield will pay university an extension bonus in the aggregate amount of \$500,000 on July 1, 2015.

**7.2 Capital Stipend.** Beginning August 31, 2011, Learfield will provide University with a capital stipend of One Million Dollars (\$1,000,000) ("Capital Stipend"). Such Capital Stipend shall be payable ratably over the remaining Athletic Years of the Initial Term or as otherwise agreed with University, such approval not to be unreasonably withheld and consistent with both University and Learfield's goals to provide significant capital improvements to University Athletics' venues. University agrees that all of the Capital Stipend shall be expended by University toward its procurement of new University athletic venue sponsorship assets which will provide Learfield with additional sources of revenue opportunities and venue enhancements. By way of example, the Capital Stipend could be used by the University to help fund new video boards in the Stadium and/or in the Taco Bell Arena, or new scoreboards or LED or reader boards for football and basketball. All sponsorship opportunities with respect to all of these assets shall belong exclusively to Learfield and all revenue generated therefrom shall belong exclusively to Learfield and shall be included in the calculation of AGR. University agrees that Learfield shall have input into the final decisions regarding which new assets will be installed in which athletic venue with the Capital Stipend as well as input into the "value engineering" of the sponsorship elements associated with these assets. University agrees that it will use its best efforts to use the Capital Stipend to purchase (or assist in the purchase) of assets or inventory at the athletic venue which is sold out on a regular basis or where the inventory at an athletic venue is already maximized (only the

Stadium or the Taco Bell Arena).

### **7.3 Additional Incentives.**

7.3.1 Outdoor Sponsorships. Learfield will provide University throughout the Term through Lamar Outdoor the same amount of billboard sponsorships historically provided to University during the 2008 - 2009 Athletic Year.

7.3.2 Radio Promotion. Learfield will provide University throughout the Term not less than the amount of radio promotion offered by the University's flagship station historically provided to University during the 2008 - 2009 Athletic Year.

7.3.4 Television Promotion. Learfield will provide University throughout the Term not less than the same amount of television promotion provided by television station KTVB historically provided to University during the 2008 - 2009 Athletic Year.

7.3.5 Print and Newspaper Promotion. Learfield will provide to University throughout the Term not less than the same amount of newspaper promotion provided by the Idaho Statesman and if possible, the amount of sponsorship currently provided by Yellow Pages and Impact.

7.4 DVD Guarantee: In consideration for the rights granted under section 2.8 above, Learfield shall pay to University a "DVD Guarantee". This DVD Guarantee shall be calculated by taking the average of the annual revenue received by the Athletics Department of the University in respect of its football DVDs for the football seasons 2005/06 through 2009/2010 excluding, however from the calculation, the highest annual payment and the lowest annual payment received during that time period ("Initial DVD Guarantee Amount"). Annual shall mean calendar year. In addition to the Initial DVD Guarantee Amount, if Learfield produces and sells a football DVD, Learfield shall pay University an additional payment, if

any, computed as follows: From the gross revenue collected by Learfield from DVD video sales there shall be subtracted therefrom the following: (i) approved production and distribution costs which shall be deemed approved if they are consistent with production and distribution costs incurred by Learfield or its Affiliates at other universities; and (ii) the Initial DVD Guarantee. University shall then receive 75% of the resulting amount, if any, and Learfield shall retain 25% of the resulting amount, if any. In no event however shall any of the revenue from DVD video sales be included in the calculation of AGR.

**8.1 General Terms and Conditions.** The terms and conditions contained in this Agreement will govern and will take precedence over any different or additional terms and conditions which Learfield or University may have included in any documents attached to or accompanying this Agreement, in the RFP and the response thereto or any letters between the Parties thereafter. Any handwritten changes on the face of this document will be ignored and have no legal effect unless initialed by both Parties.

**8.2 Choice of Law, Forum Selection, Entire Agreement and Amendment.** This Agreement will be construed under Idaho law (without regard for choice of law considerations). This Agreement and the Schedules attached hereto constitutes the entire agreement and understanding of the Parties and replaces any prior or contemporaneous agreement, whether written or oral, including, but not limited to the RFP. No amendments to this Agreement will be effective unless in writing and signed by the Parties. The State courts located in Ada County, Boise, Idaho, shall have exclusive jurisdiction over any disputes relative to this Agreement.

**8.3 Assignment.** Learfield may not assign any rights or obligations of this Agreement without the prior approval of University, which approval will not be unreasonably withheld. In the event of any assignment, Learfield shall remain responsible for its performance and that of any assignee. This Agreement will be binding upon Learfield, or its successors and assigns, if any. Any assignment attempted to be made in violation of this Agreement will be void. Notwithstanding anything contained in this Section 8.3 to the contrary, Learfield will have the right to assign this Agreement and its rights and obligations hereunder to an entity it either controls (owns more than 50%) or manages.

**8.4 Termination.** Either party may terminate this Agreement in whole or in part for cause upon ninety (90) days written notice if the other party fails to comply with any material term or condition of this Agreement, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Agreement. Notwithstanding anything contained in this Section 8.4, the terminating party must state with particularity the specific matters of the other party's non-compliance, whereupon the other party shall have ninety (90) days to cure such matters, or such longer period if said other party is diligently pursuing a cure. In the event of any material noncompliance on the part of Learfield, Learfield shall continue to pay its Guaranteed Royalty Fee under this Agreement unless Learfield's noncompliance is a result in whole or in part by the actions or inactions of University; provided, however if University elects to administer the rights herein itself, any amounts collected by University from such rights in respect of contracts entered into by Learfield shall offset Learfield's obligation to pay the Guaranteed Royalty Fee by such amounts.

**8.5 Independent Contractor.** Learfield will perform its duties hereunder as an independent contractor and not as an employee of University. Neither Learfield nor any agent

or employee of Learfield will be or will be deemed to be an agent or employee of University. Learfield will pay when due all required employment taxes and income tax withholding, including all federal and state income tax and any monies paid pursuant to this Agreement. Learfield and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise from University. Learfield will be solely responsible for the acts of Learfield, its employees and agents. Learfield shall provide worker's compensation for all its employees and indemnify and hold University harmless therefrom.

**8.6 Non-Waiver.** No waiver by any party of any default or nonperformance will be deemed a waiver of subsequent default or nonperformance.

**8.7 Audit and Retention of Books and Records.** University will have the right upon reasonable notice to Learfield, (not more than once per year, and once during the three years following the termination of this Agreement) to inspect and copy such books, records, and documents (in whatever medium they exist) related to the collection of monies, payment of expenses and calculating of the AGR hereunder. Learfield will make such items available for inspection during normal business hours at such location as Learfield's financial books and records are maintained. All such items will be retained by Learfield during the term of this Agreement and for a period of five (5) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Agreement will be retained by Learfield, its agents and subcontractors, if any, until the later of the date when the claim has been resolved or five (5) years after the date of final payment under this Agreement. As part of its right of inspection and copying and not in addition thereto, University will have the right to conduct a formal audit or hire an independent auditor to audit such records. Learfield agrees to

cooperate with the audit and provide access to all books and records required to verify AGR. In the event that such audit reveals unpaid monies due the University, Learfield shall make immediate payment of balances owed with plus interest, calculated at the rate of six percent (6%) per annum, calculated from the date such amount originally became due under this Agreement. In the event any such discrepancy is in excess of Fifty Thousand Dollars (\$50,000.00), Learfield shall also reimburse University for the reasonable costs associated with such inspection, including but not limited to, reasonable attorney's fees and legal costs incurred in connection therewith.

**8.8 University Information; Learfield Information.** Learfield agrees that any information it receives during the course of its performance, which concerns the personal, financial, or other affairs of University, its regents, trustees, directors, officers, or employees will be kept confidential and in conformance with all state and federal laws relating to privacy. University agrees that any information it receives from Learfield under this Agreement which concerns the personal, financial or other affairs of Learfield, its members, stockholders, officers, directors, employees and sponsors including, but not limited to, sales summaries, revenue sharing reports, settle-up documents and any other documents relating to the reporting of financial and sales information by Learfield to University will be kept confidential and in conformance with all state and federal laws relating to privacy.

**8.9 Insurance.** At all times during its performance under this Agreement, Learfield will obtain and keep in force, at its own cost, comprehensive general and professional liability and general liability insurance, including coverage for death, bodily or personal injury, property damage, including product liability, libel and slander, media and broadcasting liability and automobile coverages, with limits of not less than \$1,000,000 each claim and \$1,000,000

each occurrence along with business interruption insurance coverage. All certificates evidencing such insurance, will be provided to University upon its request, will name University and its trustees, directors, officers and employees as additional insureds, and will provide for notification to University within at least thirty (30) days prior to expiration or cancellation of such insurance. Learfield represents that it has and will maintain during the Term worker's compensation insurance to the extent required by Idaho law.

**8.10 Indemnification.** Learfield agrees to defend, indemnify and hold harmless the State of Idaho, the University, their trustees, directors, officers, employees and agents from all liability, injuries, claims or damages (including claims of bodily injury or property damage) and loss, including costs, expenses, and attorneys' fees, which arise from the negligent acts and omissions of Learfield, its employees, officers and agents under this Agreement. Subject to the limits of liability specified in Idaho Code 6-901 through 6-929 known as the Idaho Tort Claim Act, the University agrees to defend, indemnify and hold harmless Learfield, its members, employees, officers, directors and agents from all liabilities, injuries, claims or damages (including claims of bodily injury or property damage) and loss, including costs and expenses, and attorneys' fees, which arise from the negligent acts or omissions of University, its trustees, directors, officers faculty, students, employees and agents. In the event of litigation by any party to enforce the terms and conditions of this Agreement, the prevailing party will be awarded costs and reasonable attorneys' fees.

**8.11 Notices/Administration.** Except as otherwise provided in this Agreement, all notices, requests and other communications that a party is required or elects to deliver will be in writing and delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class,

certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other addresses as such party may designate by notice given pursuant to this section:

**If to University :**  
BOISE STATE UNIVERSITY  
Attention: Gene Bleymaier, Director of Intercollegiate Athletics  
  
Boise, Idaho 83725  
Facsimile No: (208) 426 1174  
E-mail Address [gbleymaier@boisestate.edu](mailto:gbleymaier@boisestate.edu)

With a copy to:  
BOISE STATE UNIVERSITY  
Attention: General Counsel (Kevin Satterlee)  
1900 University Drive,  
Boise, Idaho 83725  
Facsimile No: 208) 426 1345

**If to Learfield:**  
BRONCO SPORTS PROPERTIES, LLC  
c/o Learfield Communications, Inc.  
Attention: Greg Brown  
2400 Dallas Parkway, Suite 500  
Plano, TX 75093  
Facsimile No: (469) 241-0110  
E-mail Address: [gbrown@learfield.com](mailto:gbrown@learfield.com)

**With a copy to:**  
Philip A. Kaiser  
The Kaiser Law Firm, P.C.  
12231 Manchester Road, First Floor  
St. Louis, MO 63131  
Facsimile No: 314-966-7744  
E-mail Address: [phil@kaiserlawfirm.com](mailto:phil@kaiserlawfirm.com)

**8.12 Severability.** If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of the Agreement, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, will not be affected and



each provision of the remainder of the Agreement will be valid and be enforceable to the fullest extent permitted by law.

**8.13 Survivability.** The terms, provisions, representations, and warranties contained in this Agreement that by their sense and context are intended to survive the performance thereof by any of the parties hereunder will so survive the completion of performance and termination of this Agreement, including the making of any and all payments hereunder.

**8.14 Force Majeure.** No Party will be considered to be in default of its delay or failure to perform its obligations herein when such delay or failure arises out of causes beyond the reasonable control of the Party. Such causes may include, but are not restricted to, acts of God or the public enemy, including, but not limited to, acts of terrorism, acts of state or the United States in either its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather; but in every case, delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the Party.

**8.15 Counterparts.** This Agreement may be executed in two counterparts, each of which shall be deemed an original, and both of which will constitute one Agreement.

**8.16 Non-Solicitation by University.** University agrees that during the Term of this Agreement, and for a period of twenty-four (24) months, after its termination, irrespective of the reason for its termination, shall not directly or indirectly, hire or solicit an officer, general manager, assistant general manager, or account executive of Learfield or encourage any such person to terminate its relationship with Learfield without first obtaining consent from Learfield. University acknowledges that its breach of this section shall entitle Learfield to injunctive relief.

**8.17 Headings.** The headings of the sections of this Agreement are used for convenience only and do not form a substantive part of the Agreement.

**8.18 Injunctions.** In addition to any other remedies permitted by law, should any Party violate the terms set forth herein, the violating party shall be entitled to injunctive relief against the other to restrain any further violation of these provisions. Should any Party be successful in this endeavor, the other party shall pay all costs and expenses associated therewith, including reasonable attorney's fees.

**8.19 University's Representations and Warranties Regarding Learfield's Rights Under this Agreement.** University represents and warrants to Learfield that (a) University has the absolute right to grant and license the rights described in this Agreement to Learfield and provide Learfield and/or its sponsors all of the benefits described in this Agreement as well as those benefits at the historical levels provided by University to sponsors, (collectively the "Licensed Rights and Benefits"); (b) there are no oral or written agreements, contracts, options or other documents of any kind which University has entered into which would in any way impair or inhibit Learfield from exercising the Licensed Rights and Benefits on an exclusive basis; (c) University is authorized to timely carry out and/or fulfill any obligation of University to Learfield under this Agreement; and (d) Throughout the Term, except as otherwise specifically provided in this Agreement, University shall not directly or indirectly grant any third party any of the Licensed Rights and Benefits granted to Learfield under this Agreement. Notwithstanding anything contained in this Agreement to the contrary, if University materially breaches the provisions of this Section 8.19, an adjustment to the Guaranteed Royalty Fee and the Guaranteed Naming Rights Fee that Learfield will pay University under this Agreement shall be negotiated in good faith in order to recognize and account for the revenue that cannot

be obtained by Learfield as a result of such material breach. Notwithstanding the foregoing, and notwithstanding anything in this Agreement, in the event that a University department other than the Athletics department enters into a sponsorship or advertising agreement, in association with an Athletic event and held on campus (a "Non-Athletics Activity") that could compromise the rights granted herein by University to Learfield, such action shall not be deemed a material breach hereunder provided that the Athletics department uses best efforts to prevent such non-Athletics Activity reoccurring or ensuring that such Non-Athletics Activity does not compromise Learfield's rights in the future.

**8.20 Code of Fair Practices.** Learfield shall not discriminate against any employee or applicant for employment because of race, color, religion, sexual orientation, gender identification, marital status, national origin, sex, age, or physical or mental disability, or status as a US veteran. Learfield shall take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their race, creed, color, religion, national origin, sex, age, or physical or mental disability or status as a Vietnam-era/disabled veteran, except where it relates to a bona fide occupational qualification. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. If applicable to this Agreement, Learfield shall comply with the provisions of Federal Executive Order 11246 as amended by Executive Order 11375. In the event of Learfield's non-compliance with the above non-discrimination clause of this contract or with any of the aforesaid regulations, this contract may be canceled, terminated or suspended in whole or in part and Learfield may be declared ineligible for further contracts with the University. In addition, the University may

take such further action, and such other sanctions may be imposed and remedies invoked, as provided by the laws of Idaho.

**8.21 Laws and FCC Regulations** Learfield agrees to, and shall ensure that its partners, abide by all laws of the Federal government, the State of Idaho and any other state, municipal or governmental entity associated with its activities under this Agreement. It further agrees it will be responsible for securing and paying for all permits necessary to fulfill its obligations under this Agreement. Learfield agrees to operate, and ensure that its media partners operate, both radio and television network activities in strict compliance with all applicable Federal Communication Commission regulations and all rules and regulations of the WAC Conference or any other applicable conference, as well as, the National Collegiate Athletic Association.

## **9.0 Miscellaneous.**

**9.1 "Best Efforts"** whether or not such term is capitalized shall mean a diligent, reasonable and good faith effort by a Party to accomplish an objective, but does not require its accomplishment. Such degree of effort will take into account unanticipated events and the exigencies of continuing business, but does not require that events or exigencies be overcome at all costs. It only requires that commercially reasonable efforts be exercised within a reasonable time to overcome any hurdles and accomplish the objective, allowing the Party to give reasonable consideration to its own interests.

**9.2 "Net Revenue"** whether or not such term is capitalized shall mean Gross Revenue less those costs incurred by Learfield and agreed by University, provided that if the costs and budget are in line with those of any other Comparable Learfield Schools, as defined in Section 2.1 above, University shall not withhold approval.

9.3 Whenever consent or approval is required, unless otherwise provided herein, the consent or approval shall not be unreasonably withheld.. Learfield agrees that in exercise of its rights granted hereunder, it shall ensure that any advertising, sponsorship or other representation of the University shall be mindful of and consistent with the good image, message and reputation of the University. Furthermore Learfield shall ensure that all sponsors, advertisers, media partners and other parties with whom Learfield enters into arrangements with in accordance with the terms of this agreement, shall be mindful of and consistent with the good image, message and reputation of the University and that promotion or recognition of such third party will not distort or impair the presentation and image of the University, its Athletics program and the respective teams.

9.4 At the request of University, Learfield shall provide a copy of all fully executed advertising and sponsorship contracts to University's Director of Athletics or his/her designee responsible for marketing.

9.5 No contract entered into by Learfield with a sponsor shall exceed the term of this Agreement, unless approved by University. Potential sponsorship contracts extending past the term of this Agreement are to be brought to University. All sponsorship contracts that extend beyond the Agreement Term stated in this Agreement shall include language that automatically assigns and transfers the contract to University, should the Agreement terminate, be terminated consistent with this Agreement, or not be retained by Learfield due to a competitive bid process.

9.6 Learfield agrees it will not contractually restrict the ability of University to enter into business transactions with a sponsor or a competing business of a sponsor. Agreements cannot preclude other non-athletic events that utilize competing sponsors from being scheduled

in University venues and/or facilities including Taco Bell Arena and Bronco Stadium. Learfield may not enter into beverage pour rights contracts for University's facilities, beverage sponsorship contracts for University or beverage advertising contracts that reference University's athletic teams, facilities or events. Learfield may not enter into any contracts or agreements which could conflict with University's apparel contract with Nike (or the applicable provider).

It is understood that apparel and affinity card contracts will be maintained by the University and are not a part of this Agreement. Nothing contained in this Agreement shall prevent University from contracting for sponsorships, acknowledgments and fund raising activities, when such agreements are not associated with the University's Athletic Department, facilities, and teams.

**10.1 Intellectual Property** Both parties agree that University owns the intellectual property rights associated with the University, its athletic teams, its facilities and the associated events and broadcasts. The ownership of intellectual property, which results from activities associated with this Agreement, will remain with University. Each party shall retain ownership of any of its patents copyrights, trademarks, or intellectual property developed prior to the Effective Date of this Agreement. University shall also retain ownership of any patents copyrights, trademarks, or intellectual property developed by University or jointly developed after the Effective Date of this Agreement.

**10.2 Use of University Marks:** Learfield agrees that the broadcast and advertisement intellectual property rights defined herein shall belong to University. University will maintain all right, title and ownership in its name, trademarks, service marks, logos, symbols, college

colors and other licensed indicia ("University Marks and Indicia"). No rights may be obtained for trademark ownership of the University marks. Upon dissolution or expiration of this Agreement, all use of these items by Learfield shall cease. Learfield agrees that it shall comply with any and all style guidelines and use policies of the University in respect of University Marks and Indicia as may be amended from time to time.

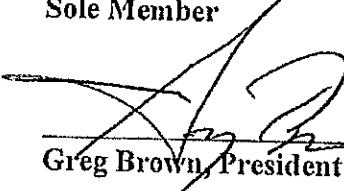
10.3 **Commercial Advertising.** University reserves the right to charge royalty fees for uses of University Marks or Indicia in respect of any items sold at retail (which shall not be permitted without University's prior approval).

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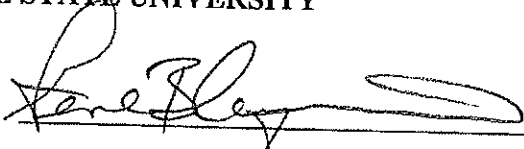
IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the  
Effective Date specified above.

**BRONCO SPORTS PROPERTIES, LLC**

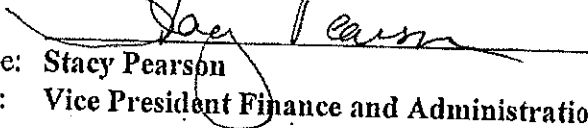
By: **Learfield Communications, Inc.,  
Sole Member**

By:   
Greg Brown, President - Learfield Sports

**BOISE STATE UNIVERSITY**

By: 

Name: **Gene Bleymaier**  
Title: **Director of Athletics**

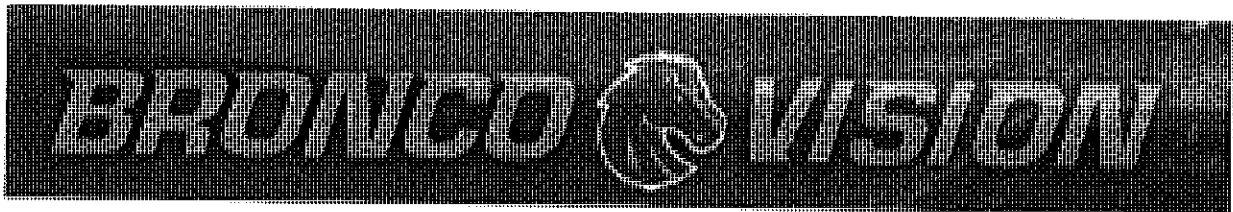
By:   
Name: **Stacy Pearson**  
Title: **Vice President Finance and Administration**



SCHEDULE 2.12.5

UNIVERSITY'S TRADEMARKS

BOISE STATE UNIVERSITY  
BOISE STATE  
BOISE STATE BRONCOS  
BRONCOS



## SCHEDULE 3.1

**TICKETS TO BE PROVIDED  
BY UNIVERSITY TO LEARFIELD  
EACH ATHLETIC YEAR TO BE NO LESS THAN WHAT WAS PROVIDED TO  
SPONSORS IN THE 2008-09 ATHLETIC YEAR**

Tickets provided to Sponsors by Boise State in the 2008-09 Athletic Year

<b>CORPORATE PARTNER</b>	<b>FOOTBALL TIX</b>	<b>PREMIUM SEATS</b>	<b>BB TICKETS</b>
US Bank	4 President's Club	4 Club Seats	8 Season
Verizon Wireless	16 Season		16 Season
St. Luke's	38 Season + 20 End Zone for Bronco Bunch	8 Club Seats	18 Season
Northwest Dodge Dealers	16 Season + 400 End Zone	4 Club Seats	36 Season
Boise Hunter Homes	12 Season	1 Loge Box	12 Season
Boise Office Equipment	16 Season	4 Club Seats	16 Season
Carl's Jr.	12 Season		10 Season + 2 Courtside Seats
Les Schwab	16 Season		12 Season
Idaho Lottery	12 Season	4 Club Seats	12 Season
S1 IT Solutions	12 Season		12 Season
Best Buy	4 Season + 20 End Zone Season		50 to a single game
Blue Cross	20 End Zone Season		50 to a single game
American Family	20 End Zone Season		50 to a single game
Boise State Bookstore	20 End Zone Season		
Champion Windows	20 End Zone Season		
Chicago Connection	18 Season		4 Season
Fiberpipe	8 Season		8 Season
Franklin Bldg. Supply	20 End Zone Season		
Idaho Statesman	16 Season		16 Season
ISMI	20 End Zone Season		6 Season
Impact Directories	6 Season		50 to a single game
Lamar	26 Season		8 Season + 4 Courtside
Old Chicago	20 End Zone Season		50 to a single game
Pioneer Title	20 End Zone Season		
Pizza Hut	4 Season + 20 End Zone Season		4 Season
Powerbar	4 Season + 20 End Zone Season		4 Season + 50 to a single game
Premier Insurance	4 Season		
Tates Rents	20 Season		4 Season

<b>CORPORATE PARTNER</b>	<b>FOOTBALL TIX</b>	<b>PREMIUM SEATS</b>	<b>BB TICKETS</b>
Zamzows	4 Season + 20 End Zone Season		4 Season + 1,000 during season
Agrib Beef	8 Season + 10 End Zone Season		
Like Nu Car Wash	4 Season + 20 End Zone Season		4 Season
FastSigns	20 End Zone Season		
Gym Outfitters	4 Season		
Old Spaghetti Factory	2 Season		2 Season
Quiznos	4 Season + 4 End Zone Season		50 to a single game
KWEI	10 End Zone Season		10 Season
Ram/Murphy's	20 End Zone Season		
Texaco	4 Season		
Clear Wireless	4 Season + 4 End Zone Season		
Peak Broadcasting	100 Season		100 Season

**SCHEDULE 3.9**

**LIST OF EXCLUDED AGREEMENTS**

Nike apparel contract  
Coca-Cola pouring rights contract  
Boise Office Equipment (expires June 30, 2011) (University will not renew or extend this agreement)  
Agri-Beef – Stueckle Sky Center agreement

### Boise State University – Bronco Sports Properties Approval Process

We have a number of approvals built into the contract between Boise State and Learfield/Bronco Sports Properties (“BSP”). In addition, over the eight years of working together, we have established an approval process beyond what is contractually required. The BSP General Manager attends key weekly Athletics staff meetings and, because BSP staff are fully integrated into the Athletics department, “consultation” and discussion occurs daily and weekly in the normal course of business.

#### Current contractual requirements:

Bronco Sports Properties (“BSP”) is contractually obligated to meet with Athletics on a regular basis, and at least once a month, with the AD or his designee, and is to consult with Athletics on all proposed sponsors and sponsorship promotions, and to discuss “any unexpected problems arising therefrom to arrive at mutually satisfactory solutions” (section 1.2). In the contract, consultation rights are stated to both “foster growth in both amounts and the potential sources of revenue” for the Athletics department but, additionally to **“foster a mutually beneficial environment for both parties.”** This includes the following contractual considerations:

- Learfield shall take into account that the University is a state University and that Athletics is only part of the institution. Furthermore Learfield shall take into account, the University’s missions and goals (section 2.12.2 and section 3.7).
- Learfield shall not sell any **“Advertising that may bring discredit to the purposes, values, principles or mission of the NCAA or University or may negatively impact the interests of intercollegiate athletics or higher education.”** (section 3.10)
- In exercising its rights, Learfield agrees to be **mindful of and consistent with the good image, message and reputation of the University** and to ensure that all sponsors and partners shall be mindful of this and that **“promotion or recognition of such third party will not materially distort or impair the presentation and image of the University, its Athletics program and the respective teams.”** (section 3.10)

The university approvers as set out in the contract are:

- Athletics Director and/or designee – for approval of sponsors, sponsorship and marketing concepts and annual game and event promotions sales plan; and
- University Trademark Licensing Director – for approval of all artwork produced by Learfield and/or sponsors, media partners and other third parties bearing the university name, logos and other indicia including school colors, mascot and blue turf, for both marketing and other materials as well as co-branded merchandise for sponsor use; for promotional giveaway and/or for sale. Any such merchandise has to be produced through a university licensed vendor.

#### Practical application – consultation beyond contractual requirements

- In addition, over the years of established business, BSP and Boise State have built up a consultation and approval process beyond that which is contractually required.
- As mentioned above, BSP staff are integrated into the Athletics department. The BSP General Manager attends weekly meetings with Athletics external staff, Marketing, Media Relations, BAA and Ticket Office. Thus BSP is very much in the loop on what Athletics is doing at all times, and vice versa.
- The BSP GM is keenly aware of likely sensitivities in relation to potential sponsors and activities, even those outside the listed “Excluded Sponsorships”, and will bring these specifically to AD’s attention.
- Similarly, the BSP GM is aware, and takes consideration of key sponsorships and partnerships that have been entered into by the University and/or Alumni Association. If there is any potential conflict, or opportunity to work together, BSP General Manager will consult with AD or other University staff as appropriate.

- BSP staff will often notify with and/or consult with the Director of Trademark Licensing regarding advertising and marketing that they discover from non-sponsors that could be potential infringement of university trademarks and other intellectual property.
- BSP has respected those decisions by the university where a proposed partnership or sponsorship concept has been denied by the university without negatively impacting the AGR.

**Boise State internal approval process**

- Curt Apsey, AD, will consult with and/or escalate requests to General Counsel, Executive Committee, VPs and/or President's Office on an as needed basis.
- University's Director of Trademark Licensing, will consult with and/or escalate queries and requests to the Chief Operating Officer; General Counsel; AVP University Communications and Marketing; Director of University Sponsorships; Advancement/Alumni Association; and/or Student Affairs on an as needed basis.

Both the university and BSP feel that the more people that are brought in at the beginning, and their considerations heard, the better likelihood of success for a campaign and protection of the University name, brand and image.

# BRONCO SPORTS PROPERTIES

## EXAMPLES OF ACTIVATION FOR BEER AND WINE CATEGORY USING ANHEUSER BUSCH AS EXAMPLE

# DESIRED ADDITIONAL ASSETS FOR PARTNERSHIP IN BEER AND WINE CATEGORY

- IP Rights (Logo Usage)
  - Not On-Campus or In-Stadium
  - Promotional Items (On-Premise, 21+ Retail, Restaurant or Bar)
    - Ex: Old Chicago, Cheerleaders etc
  - Retail Promotions
    - Sweepstakes (Ex. Albertsons)
- Exclusivity
- Engagement / Activation
  - Social Media, Digital

***All potential instances where use of marks are to be utilized will be submitted for pre-approval***



# CO-BRANDED SCHEDULE POSTERS

## “ON-PREMISE” 21+ LOCATIONS



*University marks are being used without university approval in association with beer and wine throughout the state. A partner, e.g. A-B, would help police it by having the sole rights to use Boise State marks.*

*An IP Rights agreement with a partner such as A-B allows Learfield and Boise State to police the market more effectively with one distributor having the sole rights and allows us to utilize the agreement in place to defend trademark infringement.*

# POTENTIAL RETAIL SWEEPSTAKES

Ex: Albertsons

**YOU COULD WIN  
THE ULTIMATE  
BEDLAM  
TAILGATE  
EXPERIENCE.**

**BUD LIGHT** **THE BEDLAM SERIES**

**OU vs. OSU**

**NOVEMBER 4TH 2017**

**TEXT "BEDLAM" TO 78896 FOR ENTRY**



Expiry: 11/04/2017  
© 2017 Budweiser Brewing Company LP. All rights reserved.  
Sweepstakes ends 11/04/2017. Sweepstakes rules apply.

**CHEERS TO  
ALABAMA®  
GAME DAY.**

**BUD LIGHT** **THE CRIMSON TIDE SERIES**

**YOU COULD WIN AN ALABAMA®  
FOOTBALL VIP GAME EXPERIENCE**

**TEXT ROLLTIDE TO 55999 FOR  
YOUR CHANCE TO WIN:**

Four lucky winners will receive a prize package that includes:

- 2 Home game tickets
- Unique view of the Walk of Champions (2 hours prior to kickoff)
- 2 Pre-game field passes (1 hour prior to kickoff)
- Food & drink credit
- Autographed jersey



**FOOD & DRINK** **TICKET** **PRE-GAME FIELD PASS**

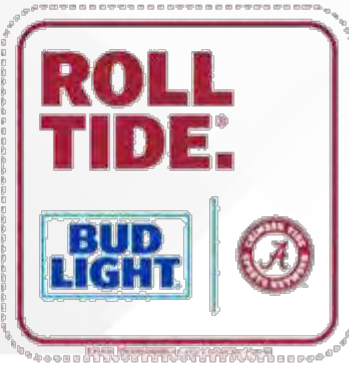
Expiry: 11/04/2017  
© 2017 Budweiser Brewing Company LP. All rights reserved.  
Sweepstakes ends 11/04/2017. Sweepstakes rules apply.



# POTENTIAL COASTERS, TABLE TOPS & PENNANT FLAGS

## “ON-PREMISE” 21+ LOCATIONS

ATTACHMENT 5



# POTENTIAL CO-BRANDED ITEMS

## “ON-PREMISE” 21+ LOCATIONS



On premise. With responsible messaging

# POTENTIAL CONSUMER GIVEAWAYS

## “ON-PREMISE” 21+ LOCATIONS



Cups, Koozies, Key Chains etc -> Give Away on premise

With responsibility messaging

CONSENT - BAHF SECTION



# POTENTIAL DIGITAL ENGAGEMENT

*Engagement through social media*



## FACEBOOK POSTS & INSTAGRAM FILTERS

**Posted on A-B accounts,  
Not University's.**



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 21, 2018**

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**BOISE STATE UNIVERSITY and IDAHO STATE UNIVERSITY**

**SUBJECT**

Revised Purchasing Policies for Boise State University (BSU) and Idaho State University (ISU)

**REFERENCE**

February 2009	BSU Annual Report to the Idaho State Board of Education (Board), discussion of need for delegated purchasing authority
February 2010	BSU Annual Report to the Board, discussion of need for delegated purchasing authority
June 2010	Board approved BSU Model Purchasing Policy
August 2011	Board approved Colleges and Universities Revision of Model Purchasing Policy
June 2016	Board approved Colleges and Universities Revision of Model Purchasing Policy
November 2016	Board approved Colleges and Universities Revision of Model Purchasing Policy

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 67-9225, Idaho Code  
2CFR Part 200

**ALIGNMENT WITH STRATEGIC PLAN**

Goal 4: Objective C: Productivity and Efficiency

**BACKGROUND/DISCUSSION**

The Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance) are new federal regulations effective July 1, 2018. These revised regulations govern procurement of goods and services using funds from federally sponsored project awards.

The universities' purchasing policies define dollar thresholds for small and large purchases and the specific procurement bid process for each. Currently small dollar purchases, defined as those between \$10,001 - \$100,000, require an informal bid process while large purchases, or those exceeding \$100,000, require use of a lengthy, formal, sealed bid process.

The Uniform Guidance provides new thresholds for small and large purchases. Under Uniform Guidance, small purchases are \$10,000 - \$249,999 and are bid using an informal bid process. Uniform Guidance terminology for large purchases is the Simplified Acquisition Threshold. The Simplified Acquisition Threshold (large purchases) is \$250,000 and anything over the threshold requires bidding using a formal sealed bid process. Uniform Guidance regulations also eliminate the ability

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 21, 2018**

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to use several key bidding exemptions that have been invaluable for the timely purchase of research equipment required for sponsored project awards.

The proposed changes to the universities' purchasing policy revise the small purchase and large dollar thresholds to sync with Uniform Guidance thresholds. It is important to emphasize that the increase in the small dollar purchase threshold would not eliminate bidding of the purchase; the only change would be the informal versus formal bidding process. The informal process, while still requiring bids, allows for increased efficiency and cost savings due to shorter timelines, while still offering the same level of opportunity for competition. It may even increase competition, as it is a less costly process for vendors to participate in, as well.

A review of BSU's data for FY17 and FY18 provides additional context. Of the 287 purchases totaling \$19 million requiring buyer support during the period, 53 totaling \$3.2 million would have been impacted by the changes.

<b>Current Procurement Method</b>	<b>Contract Amount</b>	<b>FY17&amp;18 \$ (# of Transactions)</b>	<b>Percentage of Total Expenditures Requiring Buyer Support (\$19M)</b>	<b>Future Procurement Method</b>
Research Exemption (1)	Under \$100K	\$123,782 (39)	.7%	Informal Bid
Research Exemption (1)	\$100k-\$249K	\$727,875 (4)	3.8%	Informal Bid
Formal Bid (2)	\$100k-\$249K	\$846,254 (6)	4.4%	Informal Bid
Research Exemption (1)	>\$250K	\$1,548,125 (4)	8.1%	Formal Bid
Formal Bid (3)	>\$250K	\$4,352,774 (3)	22.9%	Formal Bid (no change)



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 21, 2018**

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- (1) Under the new rules, 43 purchases totaling \$851,657 would have been subject to informal bidding, and four purchases totaling \$1,548,125 would have been subject to formal bidding, as the Uniform Guidance no longer provides a bidding exception for purchases used in research.
- (2) Six purchases totaling \$846,254 would have been subject to informal bidding procedures.
- (3) Three purchase totaling \$4,352,774 would have remained subject to formal sealed bid procedures.

**IMPACT**

The proposed changes are required to address new federal procurement regulations for sponsored projects. Synchronizing the dollar thresholds in the universities' purchasing policies with federal dollar thresholds results in consistent purchasing processes across all funding sources. In addition, the increased small purchase dollar range allows utilization of the informal bid process, which is more efficient for vendors and the universities and compensates for the loss of key bidding exemptions frequently utilized for research purchases.

**ATTACHMENTS**

- Attachment 1 – Proposed Revised Policy, redline – BSU
- Attachment 2 – Proposed Revised Policy, redline - ISU
- Attachment 3 – Summary of OMB Circular A-110 compared to Uniform Guidance 200
- Attachment 4 – Excerpt of Uniform Guidance 200 – Purchasing Standards

**STAFF COMMENTS AND RECOMMENDATIONS**

The proposed revision to the Board-approved purchasing policies should improve the timeliness and efficiency of BSU's and ISU's acquisition process and aligns them with revised federal rules.

Staff recommends approval.

**BOARD ACTION**

I move to approve Boise State University's and Idaho State University's proposed purchasing policies revision as submitted in Attachment 1 and 2; to find it substantially consistent with Title 67, Chapter 92 Idaho Code; and to authorize the universities to implement the revised purchasing policies effective July 1, 2018.

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

Boise State University  
 BSU Policy #: 6130  
 Effective Date: March 1998

Revised: September, 2016

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## BOISE STATE PURCHASING POLICY

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Purpose:

To establish policies and procedures governing purchases made with University funds.

Additional Authority:

[University Policy 5030 Office of Sponsored Projects](#)

Idaho State Board of Education Governing Policies and Procedures Section I.E.2.a

Idaho Code Section 59-1026

Idaho Code Section 67-9225

Scope:

Applies to all purchases made with University funds.

Responsible Party:

University Purchasing Director

426-1283

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## POLICY

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I. Policy Statement

- A. Procurement (purchasing) will be overseen by the Vice President of Finance and Administration [and Chief Financial Officer](#). Daily operations have been delegated to the University Purchasing Director (UPD) and will be conducted in strict adherence with applicable federal and state laws and regulations and applicable State Board of Education ([SBOE](#)) and University policies.
- B. Purchasing activities shall be administered in a manner that provides maximum practicable open competition appropriate to the type of good or service to be provided. Purchases shall support the goals of cost efficiency and good/service quality, and these objectives shall be given consideration in the purchasing process.
- C. Purchasing activities include transactions involving trade-ins, and leased property. Procurements do not include non-exchange transactions such as sponsorships and transactions not involving the expenditure of University funds.
- D. The University owns all property purchased with University funds and all property received by the University as gifts. In addition, except where provided by the terms of a ~~sgrant or contract~~[sponsored project](#) by operation

of law, the University owns all personal property purchased with funds from a ~~sgrant or contract~~sponsored project. No department, departmental unit, or University employee, may hold proprietary interest in any piece of University property, or property purchased with ~~sgrant or contract~~sponsored project funds which is held by the University. Regardless of which departmental unit ordered the item, the fund cited, or the budget expended, the principle of University ownership prevails.

E. This policy has been approved by the State Board of Education. Any changes to the policy shall be submitted in writing to the Executive Director for approval. The Executive Director may, in his or her discretion, refer proposed changes to the Board for approval.

## II. Budget authority:

- A. It shall be the responsibility of the requestor to determine and ensure funds are available and properly budgeted.
- B. Terms may exceed one year provided that they are advantageous to the University and that such contracts contain no penalty to or restriction upon the University in the event cancellation is necessitated by a lack of financing for any such contract or contracts.

## III. Requirements:

- A. Small purchases are those purchases or procurements expected to cost ~~less than one hundred~~two hundred fifty thousand dollars (\$~~100~~250,000) ~~or less~~. Costs are determined based on the following:
  - 1. One-time purchases of property.
  - 2. Total cost of a contract for services, including renewal or extension periods.
- B. To enhance small business bidding opportunities, the University shall seek a minimum of three quotes from vendors having a significant Idaho economic presence as defined in Section 67-2349, Idaho Code. The request for quotation may be written, oral, electronic, telephonic or facsimile.
- C. Large purchases, ~~exceeding costing one two~~hundred fifty thousand dollars (\$~~250~~400,000) ~~or more~~ are procured through a formal sealed process. The issuance of Invitations to Bid (ITB) or Requests for Proposal (RFP) is the method for solicitation of offers from qualified vendors in a sealed process in order to establish pricing, specification or performance

standards, and the terms and conditions for the purchase of goods and services. The University shall ensure adequate ITB's or RFP's are prepared which clearly define the goods and services needed in order for bidders to properly respond to the request. At the place, date, and time set forth in the solicitation, all bids or proposals received in accordance with the submittal requirements in the solicitation shall be publically opened and read aloud by the buyer to those persons present.

- D. Notice of solicitations of bids or proposals for large purchases may be electronic in nature. The University may apply the use of a variety of techniques, including but not limited to, reverse auction, electronic posting or electronic advertisement of solicitations as appropriate to the buying situation. Large purchase notices, regardless of methodology, are referenced in the vendor section of the University purchasing department's website.
- E. Preference for Idaho suppliers for purchases:
  - 1. Reciprocal preference will be given to Idaho vendors in accordance with Section 67-2349, Idaho Code.
  - 2. Printing services will be awarded to local vendors in accordance with Section 60-101 -103, Idaho Code.
- F. Where multiple bids and quality of property offered are the same, preference shall be given to property of local and domestic production and manufacture or from bidders having a significant Idaho economic presence.
- G. The University recognizes that an offered low price is not always indicative of the greatest value. Contracts will be awarded by the University pursuant to determination by the UPD of the best value to the University based on the criteria outlined in the solicitation. Award of contracts in excess of amounts as proscribed in State Board of Education (SBOE) policy V.I.3.a require the written approval of the Executive Director of the State Board of Education or the State Board of Education SBOE in a public meeting.
- H. No vendor or related party, or subsidiary, or affiliate of a vendor may submit a bid to obtain a contract to provide property to the University, if the vendor or related party, or affiliate or subsidiary was paid for services utilized in preparing the bid specifications or if the services influenced the procurement process.
- I.        No property to be acquired shall be accepted which does not meet the minimum bid specifications.

J. If funding for the purchase of goods or services includes sponsored project funding, federal requirements must be considered. Idaho preference, waivers and exemptions from bidding could be restricted based on terms and conditions of specific award documents and or funding agency requirements.

IV. Waiver of competitive bidding (Sole Source):

The determination to waive the competitive bid process may be made only by the UPD. Any request by a department to restrict a purchase to one potential supplier must be accompanied by an explanation as to why no other item is suitable or that no other vendors exist to meet the need. A requirement for a particular proprietary item does not justify a sole source purchase if there is more than one potential source for that item. The University purchasing department shall conduct negotiations, as appropriate, to determine price, availability, and terms.

V. Exemptions from bidding:

A. Purchases under \$10,000

B. Bulk Contract purchasing

1. State Open Contracts

a) Certain commodities are procured through open contracts by the State of Idaho Division of Purchasing in order to obtain the lowest possible pricing for all agencies.

b) No officer or employee shall fail to utilize an open contract without justifiable cause for such action. Justifiable cause shall be determined by the Vice President of Finance and Administration. Approved deviations from open contract use will be administered by the UPD.

2. Purchases from General Services Administration Federal Supply Contractors are allowed when the acquisition is advantageous to the University with approval from the UPD.

3. Where no state open contract exists, state institutions of higher education (as defined in 67-9203(16)) operating under the SBOE approved model purchasing policy, may collaborate with each other

or the University of Idaho on solicitations where the combined volume of multiple institutions will provide the best value.

C. Government and Agency acquisitions:

1. Rehabilitation agency acquisitions.
2. Correctional industries acquisitions.
3. Federal government acquisitions including federal surplus.
4. Interagency contracts, including contracts with other institutions of higher education.
5. The University may contract with any one or more other public agencies or institution of higher education to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform, including, but not limited to joint contracting for services, supplies and capital equipment, provided that such contract shall be authorized by the governing body of each party to the contract.

D. Situational acquisitions:

1. Legal advertising, publication or placement of advertisements directly with media sources.
2. Contracts for legal services or bond related services.
3. Professional, consultant and information related technology services costing less than \$250,000 ~~or less~~.
4. University employee education, training and related travel expenses costing less than \$250,000 ~~or less~~.
5. Purchases with special educational discounts offered by vendors exclusively to schools, colleges, universities, and other educational institutions where the property is for the express purpose of educating students.
- 4.
- 5-6. Concession services where there is no expenditure of University funds.

7. Goods and sServices for which competitive solicitation procedures are impractical.

6-8. Medical director and medical professional services.

7-9. Property held for resale, such as bookstore inventory.

10. Purchase of copyrighted materials available primarily from the publisher.

8-11. Goods that are in used condition.

E. Emergency Purchases –

1. The UPD, or designee, may authorize emergency purchases of goods and services when determined necessary and in the best interest of the University. Examples of circumstances that could necessitate an emergency purchase include:
  - a) Unforeseen or beyond the control of the University or constituting a force majeure.
  - b) Present a real, immediate or extreme threat to the proper performance of essential University functions.
  - c) May reasonably be expected to result in excessive loss or damage to property or other resources, and/or bodily injury or loss of life.
2. Any affected department may make an emergency purchase in the open market at the best attainable price when a documented emergency condition exists and the need cannot be met through the University's normal procurement method, provided that:
  - a) Funds are available for the purchase.
  - b) Verbal authorization is obtained from the Vice President Finance and Administration ~~for Finance and Administration~~ and Chief Financial Officer.
  - c) Competition to the fullest extent practicable under existing circumstances is obtained and documented.
  - d) The ~~unit~~ cost of the purchase does not exceed amount requiring SBOE Executive Director approval as prescribed in SBOE policy V.I.3.a.

3. A fully signed explanation of the circumstances surrounding the emergency and the necessity for the purchase is filed by the requester with the UPD within two working days after such purchase or cessation of emergency conditions, whichever is later.

F. Direct Negotiations

1. In lieu of competitive bidding, and when not covered by a State open contract, negotiations may be conducted whenever any of the following conditions are applicable and authorized by the UPD:

a) The public good as determined by the UPD will not permit the competitive bid process due to time constraints.

a)b) No responsive or responsible bids are received at acceptable levels of price, service or terms.

b)c) Approved sole source scenarios.

e)d) The purchase is for experimental, developmental or research work, or for the manufacture of furnishing of property for experimentation, development, research or test.

d)e) Where there is a particular savings through the use of educational discounts.

e)f) Acquisition of federal surplus or excess property.

VI. Qualification of Vendors:

- A. No vendor shall be allowed to submit a bid unless such vendor is qualified. All vendors are qualified unless disqualified.
- B. Vendors may be disqualified for any of the following reasons:
  1. Failure to perform according to the terms of any agreement.
  2. Attempts by whatever means to cause acquisition specifications to be drawn so as to favor a specific vendor.
  3. Actions to obstruct or unreasonably delay acquisitions by the University. Obstruction is hereby defined as a lack of success in more than fifty percent (50%) of the appeals made in each of three (3) different acquisitions during any twenty-four (24) month period.



4. Perjury in a vendor disqualification hearing.
  5. Debarment, suspension or ineligibility from federal contracting of the vendor, its principals or affiliates.
  6. Any reason in Idaho law that would disqualify a particular vendor for a particular bid
- C. A vendor shall be notified by registered mail within ten (10) days of disqualification and may, within thirty (30) days of the receipt of such notice, challenge the disqualification.
- D. Disqualification or conditions may be imposed for a period of not more than five (5) years.

## VII. Appeals:

- A. Elements of a formal sealed bid that are appealable include:
1. Bid specifications
  2. Determination by the university that the bid is non- responsive and does not comply with the bid invitation and specifications
  3. Award to a successful vendor
- B. [The detailed appeal process for For formal procurements utilizing the sealed bid process, the detailed process for appeals will be referenced within the posted bid information and specification package is located on the Purchasing Department website with a link to the website listed in the bid package.](#)
- C. In addition, [Ssole Ssource](#) determinations are appealable. The detailed process for appeal [will be referenced in the legal notice is located on the Purchasing Department website with a link to the website listed in the legal notice.](#)
- D. Any appeal will be reviewed and a written decision setting forth reasons for denial will be provided or if upheld an amendment (for a specification or intent to award appeal) to the original bid or sole source determination will be posted.
- E. Submitting a bid to the University constitutes standard acceptance of this policy including the appeals process.

- F. Small purchases or purchases that are exempted from bidding requirements are not appealable.

#### VIII. Ethics Requirements

- A. All faculty, staff and students at the University are required to adhere to the intent and spirit of these policies and directives. They are designed as a means to acquire the necessary goods and services as effectively and economically as possible, while also maintaining compliance with the laws of the State of Idaho. Employees are subject to penalties as described in Idaho Code, including, but not limited to, those in Section 67-9231.
- B. Employees are prohibited from obtaining goods or services by avoiding the competitive process through such actions as splitting purchases, creating false emergency situations, and purchasing outside open contracts without authorization.
- C. Any effort to circumvent or abuse State and University purchasing regulations and policies or procedures will not be condoned and is subject to disciplinary action up to and including dismissal.
- D. Purchasing Ethics and Vendor Relationships
  - 1. All employees are involved in business transacted by the University in one form or another. Especially so are those professional purchasers and other personnel who purchase items and services, including those using the University P-card. Each employee has a personal responsibility to conduct University business in an ethical manner and assure the integrity of the purchasing and procurement processes.
  - 2. Conflict of interest:
    - a) A conflict of interest occurs when a person's private interests compete with his or her professional obligations to the University to a degree that an independent observer might reasonably question whether the person's professional actions or decisions are materially affected by personal considerations, including but not limited to personal gain, financial or otherwise.
    - b) Employees are therefore prohibited from entering into service contracts with or selling goods to the University.
  - 3. Influencing/conspiring to influence:

The University prohibits the influencing or conspiring to influence purchasing decisions and contract awards. Attempts at influence may include kickbacks and bribes, peddling or payment of a fee, back door selling, hard-sell tactics, fraternization, or offering gifts to avoid following published procedures or gain advantages.

4. Post issuance contract oversight is required to guarantee the University receives all goods and services as per the terms of the agreement. Boise State Policy #6030 describes roles and responsibilities for contract management.
- E. It is the responsibility of the University Purchasing Director to ensure that procurement staff are properly trained to execute their duties efficiently and in accordance with laws and regulations.

Idaho State University  
ISU Policy #: 2560  
Effective Date: November 1, 2016

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IDAHO STATE UNIVERSITY PURCHASING POLICY

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Purpose:

To establish policies and procedures governing purchases made with University [administered](#) funds.

Additional Authority:

Idaho State Board of Education Governing Policies and Procedures Section I.E.2.a  
Idaho Code Section 59-1026  
Idaho Code Section 67-9225

Scope:

Applies to all purchases made with University [administered](#) funds.

Responsible Party:

University Purchasing Director  
282-3111

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POLICY

I. Policy Statement

- A. Procurement (purchasing) will be overseen by the Chief Financial Officer. Daily operations have been delegated to the University Purchasing Director (UPD) and will be conducted in strict adherence with applicable federal and state laws and regulations and applicable State Board of Education and University policies.
- B. Purchasing activities shall be administered in a manner that provides maximum practicable open competition appropriate to the type of good or service to be provided. Purchases shall support the goals of cost efficiency and good/service quality, and these objectives shall be given consideration in the purchasing process.
- C. Purchasing activities include transactions involving trade-ins, and leased property. Procurements do not include non-exchange transactions such as sponsorships and transactions not involving the expenditure of University funds.
- D. The University owns all property purchased with University funds and all property received by the University as gifts. In addition, except where provided by the terms of a [grant or contract sponsored project](#) by operation of law, the University owns all personal property purchased with funds

from a ~~grant or contract~~sponsored project. No department, departmental unit, or University employee, may hold proprietary interest in any piece of University property, or property purchased with ~~grant or contract~~sponsored project funds which is held by the University. Regardless of which departmental unit ordered the item, the fund cited, or the budget expended, the principle of University ownership prevails.

- E. This policy has been approved by the State Board of Education. Any changes to the policy shall be submitted in writing to the Executive Director for approval. The Executive Director may, in his or her discretion, refer proposed changes to the Board for approval.

## II. Budget authority:

- A. It shall be the responsibility of the requestor to determine and ensure funds are available and properly budgeted.
- B. Terms may exceed one year provided that they are advantageous to the University and that such contracts contain no penalty to or restriction upon the University in the event cancellation is necessitated by a lack of financing for any such contract or contracts.

## III. Requirements:

- A. Small purchases are those purchases or procurements expected to cost ~~one hundred less than two hundred and fifty~~ thousand dollars (~~\$100~~250,000) ~~or less~~. Costs are determined based on the following:
  - 1. One-time purchases of property.
  - 2. Total cost of a contract for services, including renewal or extension periods.
- B. To enhance small business bidding opportunities, the University shall seek a minimum of three quotes from vendors having a significant Idaho economic presence as defined in Section 67-2349 Idaho Code. The request for quotation may be written, oral, electronic, telephonic or facsimile.
- C. Large purchases, ~~exceeding costing two hundred and fifty one hundred~~ thousand dollars (~~\$100~~250,000) ~~or more~~ are procured through a formal sealed process. The issuance of Invitations to Bid (ITB) or Requests for Proposal (RFP) is the method for solicitation of offers from qualified vendors in a sealed process in order to establish pricing, specification or performance standards, and the terms and conditions for the purchase of goods and services. The University shall ensure adequate ITB's or RFP's

are prepared which clearly define the goods and services needed in order for bidders to properly respond to the request. At the place, date, and time set forth in the solicitation, all bids or proposals received in accordance with the submittal requirements in the solicitation shall be publically opened and read aloud by the buyer to those persons present.

- D. Notice of solicitations of bids or proposals for large purchases may be electronic in nature. The University may apply the use of a variety of techniques, including but not limited to, reverse auction, electronic posting or electronic advertisement of solicitations as appropriate to the buying situation. Large purchase notices, regardless of methodology, are referenced in the vendor section of the University purchasing department's website.
- E. Preference for Idaho suppliers for purchases:
  - 1. Reciprocal preference will be given to Idaho vendors in accordance with Section 67-2349 Idaho Code.
  - 2. Printing services will be awarded to local vendors in accordance with Section 60-101-103 Idaho Code.
- F. Where multiple bids and quality of property offered are the same, preference shall be given to property of local and domestic production and manufacture or from bidders having a significant Idaho economic presence.
- G. The University recognizes that an offered low price is not always indicative of the greatest value. Contracts will be awarded by the University pursuant to determination by the UPD of the best value to the University based on the criteria outlined in the solicitation. Award of contracts in excess of amounts as proscribed in State Board of Education (SBOE) policy V.I.3.a require the [written](#) approval of the Executive Director of the State Board of Education or the State Board of Education in a public meeting.
- H. No vendor or related party, or subsidiary, or affiliate of a vendor may submit a bid to obtain a contract to provide property to the University, if the vendor or related party, or affiliate or subsidiary was paid for services utilized in preparing the bid specifications or if the services influenced the procurement process.
- I. No property to be acquired shall be accepted which does not meet the minimum bid specifications.

J. If funding for the purchase of goods or services includes sponsored project funding, federal requirements must be followed. Idaho preference, waivers and exemptions from bidding could be restricted based on terms and conditions of specific award documents and or funding agency requirements. For sponsored project funding, adherence to Uniform Guidance §200.319 "Competition" must be followed.

IV. Waiver of competitive bidding (Sole Source):

The determination to waive the competitive bid process may be made only by the UPD. Any request by a department to restrict a purchase to one potential supplier must be accompanied by an explanation as to why no other item is suitable or that no other vendors exist to meet the need. A requirement for a particular proprietary item does not justify a sole source purchase if there is more than one potential source for that item. The University purchasing department shall conduct negotiations, as appropriate, to determine price, availability, and terms.

V. Exemptions from bidding:

A. Purchases under \$10,000

B. Bulk Contract purchasing

1. State Open Contracts

- a) Certain commodities are procured through open contracts by the State of Idaho Division of Purchasing in order to obtain the lowest possible pricing for all agencies.
- b) No officer or employee shall fail to utilize an open contract without justifiable cause for such action. Justifiable cause shall be determined by the Chief Financial Officer. Approved deviations from open contract use will be administered by the UPD.

2. Purchases from General Services Administration Federal Supply Contractors are allowed when the acquisition is advantageous to the University with approval from the UPD.

3. Where no state open contract exists, state institutions of higher education (as defined in 67-9203(16) Idaho Code) operating under the SBOE approved model purchasing policy, may collaborate with each other or the University of Idaho on solicitations where the combined volume of multiple institutions will provide the best value.

## C. Government and Agency acquisitions:

1. Rehabilitation agency acquisitions.
2. Correctional industries acquisitions.
3. Federal government acquisitions including federal surplus.
4. Interagency contracts, including contracts with other institutions of higher education.
5. The University may contract with any one or more other public agencies or institution of higher education to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform, including, but not limited to joint contracting for services, supplies and capital equipment, provided that such contract shall be authorized by the governing body of each party to the contract.

## D. Situational acquisitions:

1. Legal advertising, publication or placement of advertisements directly with media sources.
2. Contracts for legal services or bond related services.
3. Professional, consultant and information related technology services costing less than \$100,250,000 ~~or less~~.
4. University employee education, training and related travel expenses costing less than \$100,250,000 ~~or less~~.
5. Purchases with special educational discounts offered by vendors exclusively to schools, colleges, universities, and other educational institutions where the property is for the express purpose of educating students.
6. Concession services where there is no expenditure of University funds.
7. Goods or Services for which competitive solicitation procedures are impractical.
8. Medical director and medical professional services.
9. Property held for resale, such as bookstore inventory.



10. Purchase of copyrighted materials available primarily from the publisher.

11. Goods that are in used condition.

E. Emergency Purchases

1. The UPD, or designee, may authorize emergency purchases of goods and services when determined necessary and in the best interest of the University. Examples of circumstances that could necessitate an emergency purchase include:
  - a) Unforeseen or beyond the control of the University or constituting a force majeure.
  - b) Present a real, immediate or extreme threat to the proper performance of essential University functions.
  - c) May reasonably be expected to result in excessive loss or damage to property or other resources, and/or bodily injury or loss of life.
2. Any affected department may make an emergency purchase in the open market at the best attainable price when a documented emergency condition exists and the need cannot be met through the University's normal procurement method, provided that:
  - a) Funds are available for the purchase.
  - b) Verbal authorization is obtained from the Office of the Chief Financial Officer.
  - c) Competition to the fullest extent practicable under existing circumstances is obtained and documented.
  - d) The ~~unit~~ cost of the purchase does not exceed amount requiring SBOE Executive Director approval as prescribed in SBOE policy V.I.3.a.
3. A fully signed explanation of the circumstances surrounding the emergency and the necessity for the purchase is filed by the requester with the UPD within two working days after such purchase or cessation of emergency conditions, whichever is later.

F. Direct Negotiations

1. In lieu of competitive bidding, and when not covered by a State open contract, negotiations may be conducted whenever any of the following conditions are applicable and authorized by the UPD:
  - a) The public good as determined by the UPD will not permit the competitive bid process due to time constraints.
  - b) No responsive or responsible bids are received at acceptable levels of price, service or terms.
  - c) Approved sole source scenarios.
  - d) The purchase is for experimental, developmental or research work, or for the manufacture of furnishing of property for experimentation, development, research or test.
  - e) Where there is a particular savings through the use of educational discounts.
  - f) Acquisition of federal surplus or excess property.

**VI. Qualification of Vendors:**

- A. No vendor shall be allowed to submit a bid unless such vendor is qualified. All vendors are qualified unless disqualified.
- B. Vendors may be disqualified for any of the following reasons:
  1. Failure to perform according to the terms of any agreement.
  2. Attempts by whatever means to cause acquisition specifications to be drawn so as to favor a specific vendor.
  3. Actions to obstruct or unreasonably delay acquisitions by the University. Obstruction is hereby defined as a lack of success in more than fifty percent (50%) of the appeals made in each of three (3) different acquisitions during any twenty-four (24) month period.
  4. Perjury in a vendor disqualification hearing.
  5. Debarment, suspension or ineligibility from federal contracting of the vendor, its principals or affiliates.
  6. Any reason in Idaho law that would disqualify a particular vendor for a particular bid.

- C. A vendor shall be notified by registered mail within ten (10) days of disqualification and may, within thirty (30) days of the receipt of such notice, challenge the disqualification.
- D. Disqualification or conditions may be imposed for a period of not more than five (5) years.

#### VII. Appeals:

- A. Elements of a formal sealed bid that are appealable include:
  - 1. Bid specifications
  - 2. Determination by the university that the bid is nonresponsive and does not comply with the bid invitation and specifications
  - 3. Award to a successful vendor
- B. For formal procurements utilizing the sealed bid process, the detailed process for appeals will be referenced within the posted bid information and specification package.
- C. In addition, ~~sS~~ole ~~sS~~ource determinations are appealable. The detailed process for appeal will be referenced in the legal notice.
- D. Any appeal will be reviewed and a written decision setting forth reasons for denial will be provided or if upheld an amendment (for a specification or intent to award appeal) to the original bid or sole source determination will be posted.
- E. Submitting a bid to the University constitutes standard acceptance of this policy including the appeals process.
- F. Small purchases or purchases that are exempted from bidding requirements are not appealable.

#### VIII. Ethics Requirements:

- A. All faculty, staff and students at the University are required to adhere to the intent and spirit of these policies and directives. They are designed as a means to acquire the necessary goods and services as effectively and economically as possible, while also maintaining compliance with the laws of the State of Idaho. Employees are subject to penalties as described in Idaho Code, including, but not limited to, those in Section 67-9231.

- B. Employees are prohibited from obtaining goods or services by avoiding the competitive process through such actions as splitting purchases, creating false emergency situations, and purchasing outside open contracts without authorization.
- C. Any effort to circumvent or abuse State and University purchasing regulations and policies or procedures will not be condoned and is subject to disciplinary action up to and including dismissal.
- D. Purchasing Ethics and Vendor Relationships
  - 1. All employees are involved in business transacted by the University in one form or another. Especially so are those professional purchasers and other personnel who purchase items and services, including those using the University P-card. Each employee has a personal responsibility to conduct University business in an ethical manner and assure the integrity of the purchasing and procurement processes.
  - 2. Conflict of interest:
    - a) A conflict of interest occurs when a person's private interests compete with his or her professional obligations to the University to a degree that an independent observer might reasonably question whether the person's professional actions or decisions are materially affected by personal considerations, including but not limited to personal gain, financial or otherwise.
    - b) Employees are therefore prohibited from entering into service contracts with or selling goods to the University.
  - 3. Influencing/conspiring to influence:

The University prohibits the influencing or conspiring to influence purchasing decisions and contract awards. Attempts at influence may include kickbacks and bribes, peddling or payment of a fee, back door selling, hard-sell tactics, fraternization, or offering gifts to avoid following published procedures or gain advantages.
  - 4. Post issuance contract oversight is required to guarantee the University receives all goods and services as per the terms of the agreement. Idaho State University Policy "Contract Administration" describes roles and responsibilities for contract management.

- E. It is the responsibility of the University Purchasing Director to ensure that procurement staff are properly trained to execute their duties efficiently and in accordance with laws and regulations.

## Summary of OMB Circular A-110 compared to Uniform Guidance 200

May 15, 2018

<b>OMB Circular A-110</b> <i>End Date: June 30, 2018</i>	<b>Uniform Guidance 200</b> <i>Effective date: July 1, 2018</i>
Meeting the requirements of the State of Idaho fulfills Federal requirements.	Specific new requirements are required for Uniform Guidance 200.
Idaho bid requirements: Bid threshold 10,000 Informal solicitation 10,000 to 99,999 Formal solicitation 100,000 and above	Federal bid requirements: Bid threshold 10,000 Informal solicitation 10,000 to 249,999 Formal solicitation 250,000 and above
Contract Management	Contract Management
Exemption for scientific equipment for research. One page justification then Purchase Order can be created.	No scientific equipment exemption. Competition requirements can be fulfilled with a Request for Quote, Invitation to Bid, Request for Proposals, or a Sole Source. Sole Source requires advertisement for 3 days then wait 5 days for possible appeal. If not Sole Source, write a letter to the Grantor requesting permission to proceed as if it is a Sole Source.
	ISU must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
	Procurement of recovered materials ISU must comply with section 6002 of the Solid Waste Disposal Act including procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR part 247.
	Cost/Price analysis must be completed for all Formal Solicitations and Noncompetitive Proposals.
	Bond requirements for construction or facility improvement contracts.
	Contracts must contain the applicable provisions described in Appendix II of Uniform Guidance part 200.

Website for Uniform Guidance 200 - Procurement Standards: [https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&SID=d8c66b43a18b4174eb15d1e45d0f1bb8&ty=HTML&h=L&mc=true&r=SUBJGRP&n=sg2.1.200\\_1316.sg3](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&SID=d8c66b43a18b4174eb15d1e45d0f1bb8&ty=HTML&h=L&mc=true&r=SUBJGRP&n=sg2.1.200_1316.sg3)

# ELECTRONIC CODE OF FEDERAL REGULATIONS

**e-CFR data is current as of May 14, 2018**

[Title 2](#) → [Subtitle A](#) → [Chapter II](#) → [Part 200](#) → [Subpart D](#) → Subject Group

Title 2: Grants and Agreements

[PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS](#)

[Subpart D—Post Federal Award Requirements](#)

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## PROCUREMENT STANDARDS

### **§200.317 Procurements by states.**

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered *materials* and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

### **§200.318 General procurement standards.**

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or

apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include,



but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

- (i) The actual cost of materials; and
- (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015]

### **§200.319 Competition.**

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

## **§200.320 Methods of procurement to be followed.**

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments,

the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015]

**§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**§200.322 Procurement of recovered materials.**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The

requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

### **§200.323 Contract cost and price.**

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

### **§200.324 Federal awarding agency or pass-through entity review.**

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

### **§200.325 Bonding requirements.**

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

### **§200.326 Contract provisions.**

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

[Need assistance?](#)



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 21, 2018**

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**IDAHO STATE UNIVERSITY**

**SUBJECT**

Request to begin fundraising, planning, and design of new seating project for Holt Arena

**REFERENCE**

August 2017

Idaho State Board of Education (Board) approved  
Idaho State University (ISU) FY2019 Six-Year Capital  
Project Plan

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.K.2.

**ALIGNMENT WITH STRATEGIC PLAN**

Goal 1: A Well-Educated Citizenry. The corresponding Objective is: Objective D: Quality Education.

Goal 4: Effective and Efficient Educational System. The corresponding Objective is: Objective D: Advocacy and Communication.

**BACKGROUND/DISCUSSION**

ISU seeks approval to begin a fundraising effort and to initiate planning and design for the acquisition of new seating in Holt Arena for football, basketball and other events held in the arena. Holt Arena is certainly the most iconic facility in eastern Idaho and by far the most used by both ISU and the community. Holt Arena opened in 1970 as an 11,700-seat stadium. Because of its age, the current fiberglass seats break at a rate of roughly 150 annually. As the original manufacturer has gone out of business, ISU has had to purchase new seats from another source and the replacement seats are different from the original seats. They are then painted to try match original seating in color. Holt Arena is the venue for scores of University and community events. The 90 plus events seating more than 500,000 visitors each year include ISU basketball and football, the Simplot Games, high school athletics and band competitions, agriculture shows, monster truck shows, state and regional wrestling, high school and university graduations, and more. ISU is amending its FY19 Six-Year Capital Project Plan to include this facility upgrade.

**IMPACT**

As ISU continues to focus aggressively on enrollment growth, fundraising, branding, image building, and athletics success, upgrading the patron and spectator experience in Holt Arena is an important part of that plan. Enhanced and new seating will also impact student and student-athlete recruiting, the ability to attract additional and more diverse events. This will help generate much needed revenue, and will certainly assist in making events more comfortable and enjoyable to those attending. This upgrade will also help enrich donor and business relationships with interest groups, both within and outside of the State of Idaho.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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**ATTACHMENTS**

Attachment 1 – Amended FY19 Six-Year Capital Project Plan

**STAFF COMMENTS AND RECOMMENDATIONS**

At this Board meeting, ISU is seeking approval to proceed with three construction projects, each of which is accompanied by a proposed update to the University's six-year capital plan. The proposed Board action for these projects will include a request to approve an update only to that portion of the six-year plan which addresses the specific project under consideration.

The estimated total cost of the Holt Arena seating project is \$2,500,000. Following completion of the planning and design phase of the Holt Arena project, ISU will need to return to the Board to obtain approval for the financial plan for the project and for permission to proceed with construction.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Idaho State University to revise its six-year capital plan to include the proposed project for new seating for the Holt Arena to enable the University to begin fundraising for the project, and to approve the University's request to begin the planning and design phase of the project.

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

# Idaho State

UNIVERSITY  
Six Year Capital Improvement Budget

## DPW FY 2019 Request

Description	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
ISU Health and Wellness Center Planning and Design	\$3,500,000					
Relocate COT programs to Eames Bldg.	\$6,510,000					
Remodel Basement, Frazier Hall	\$1,299,700					
Dental Hygiene Expansion, ISU Meridian	\$2,300,000					
Holt Arena Seating	\$2,500,000					
ISU Health and Wellness Center		\$6,292,500				
Oboler Library - replace HVAC/duct work, ceiling, seismic compliance		\$6,000,000				
Graveley Hall - Upgrade the heating and cooling system		\$2,875,000				
Beckley Nursing – Asbestos mitigation, ceiling system and lights		\$1,700,000				
ISU Alumni Center			\$8,473,000			
ISU Health and Wellness Center			\$6,292,500			
Vocarts - Replace, HVAC , Elevators, Fire Alarm & ADA restrooms			\$1,745,842			
Complete renovation ISU-Meridian build out*			\$4,000,000			
Remodel LEL second floor for additional labs *			\$1,050,000			
Campus Housing Renovations & Remodeling*			\$10,000,000			
New Museum of Natural History*				\$22,444,000		
College of Business - Modernization*				\$25,000,000		
Renovation/Addition of Life Sciences*					\$31,000,000	
Reroute campus traffic*					\$8,000,000	
Addition to Beckley Nursing*						\$14,208,000
Addition to College of Engineering*						\$12,000,000
Renovation of College of Business – front entry*						\$1,300,000
<b>\$178,490,542</b>	\$16,109,700	\$16,867,500	\$31,561,342	\$47,444,000	\$39,000,000	\$27,508,000
<b>6 year outlay total</b>						

\*Some Projects with no F.F.E. money

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 21, 2018**

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**IDAHO STATE UNIVERSITY**

**SUBJECT**

Approval to begin construction phase of Idaho State University (ISU) Anatomy and Physiology Lab building addition at ISU Meridian Health Science Center

**REFERENCE**

February 2016	Idaho State Board of Education (Board) approved Collaborative Affiliation Agreement with Idaho College of Osteopathic Medicine (ICOM)
August 2016	Board approved execution of a Ground Lease to enable ICOM to build its medical education building on the ISU Meridian campus.
February 2017	Board approved the Anatomy and Physiology Laboratory (A/P Lab) addition on the ISU Meridian campus
August 2017	Board approved License Agreement between ISU and ICOM for A/P Lab space
October 2017	Board approved an amendment to the License Agreement for Space between ISU and ICOM for use of the ISU A/P Lab

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.K.3 b & c.

**ALIGNMENT WITH STRATEGIC PLAN**

The request aligns with the following State Board of Education Strategic Plans:  
Goal 1: A Well-Educated Citizenry. The corresponding Objective is: Objective D: Quality Education.

**BACKGROUND/DISCUSSION**

ISU seeks approval from the Board to begin construction of the Anatomy and Physiology Lab Building Addition at ISU Meridian Health Science Center. On the first floor, the project provides 12 cadaver stations and accompanying support systems. On the second floor, the project provides for moving and expanding nursing program areas, conferences, and offices. This will enable ISU to expand its clinical offerings in one location where spaces vacated by nursing on the first floor are adjacent to the existing clinic spaces. Funding for this project comes from:

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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ICOM \$2.5M, a generous gift from the ALSAM foundation of \$3.85M, and agency funding of \$1.4M for a total of \$7.75M.

**IMPACT**

This expansion will enhance current capabilities and will support the use of the upgraded facility to provide high quality intra-professional education and research possibilities.

**ATTACHMENTS**

Attachment 1 – Revised ISU FY19 Six-Year Capital Project Plan  
Attachment 2 – Meridian A & P Lab Building Plan  
Attachment 3 – PBFAC Minutes 5/1/2018

**STAFF COMMENTS AND RECOMMENDATIONS**

The A/P Lab project was re-scoped when additional resources became available to expand the project. The Division of Public Works (DPW) has coordinated the revised project concept and design work, and the project is now ready to move into the construction phase.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Idaho State University to revise its six-year capital project plan and to begin construction of the Anatomy and Physiology Lab building addition at the Meridian Health Science Center, at a cost not to exceed \$7.75M.

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

# Idaho State

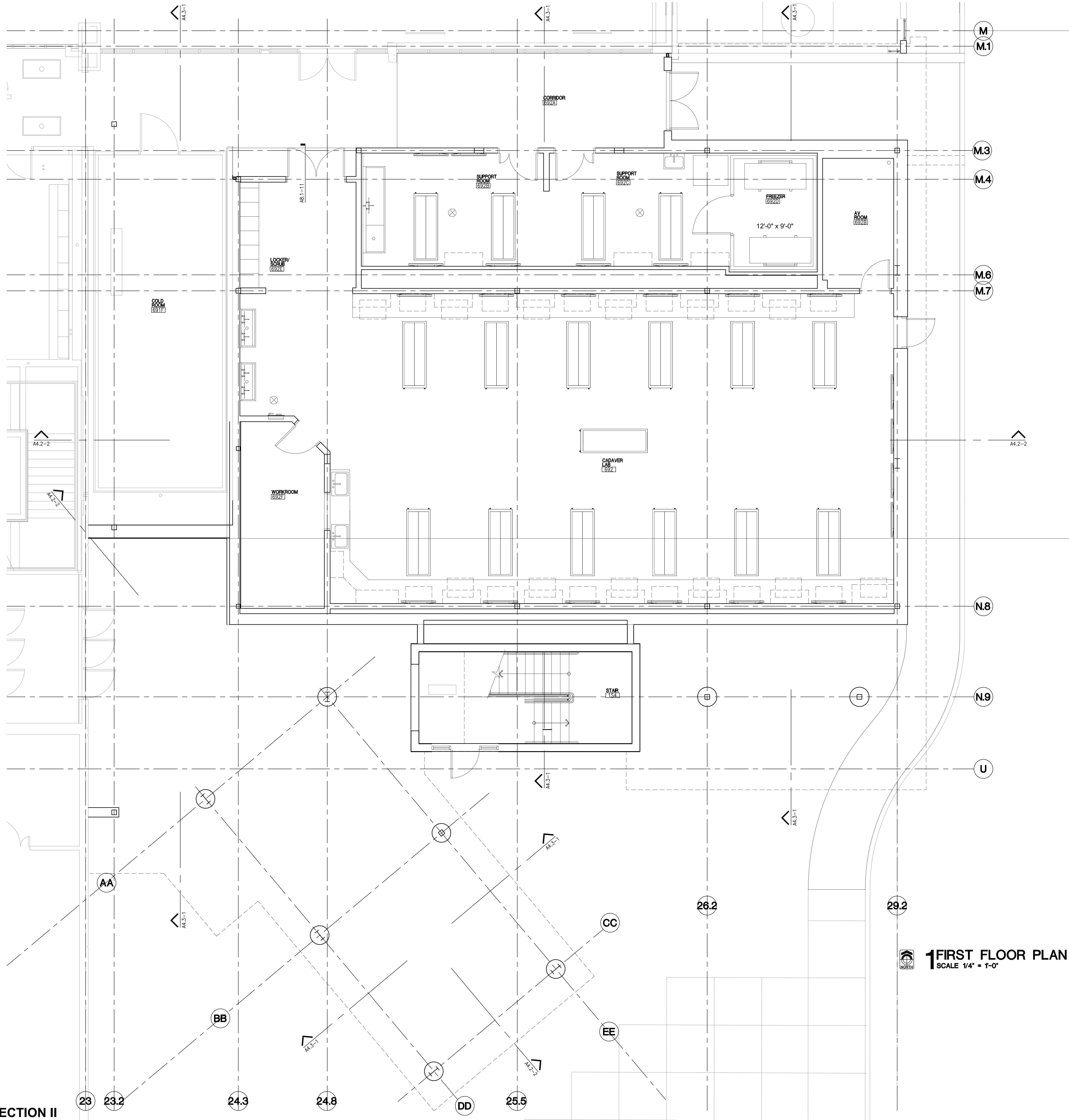
## UNIVERSITY

### Six Year Capital Improvement Budget

## DPW FY 2019 Request

Description	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
ISU Health and Wellness Center Planning and Design	\$3,500,000					
Relocate COT programs to Eames Bldg.	\$13,300,000					
Remodel Basement, Frazier Hall	\$1,299,700					
Meridian Cadaver Lab and Nursing Expansion	\$7,750,000					
Dental Hygiene Expansion, ISU Meridian	\$2,300,000					
Holt Arena Seating	\$2,500,000					
Relocate COT programs to Eames Bldg.		\$5,000,000				
ISU Health and Wellness Center		\$6,292,500				
Oboler Library - replace HVAC/duct work, ceiling, seismic compliance		\$6,000,000				
Graveley Hall - Upgrade the heating and cooling system		\$2,875,000				
Beckley Nursing – Asbestos mitigation, ceiling system and lights		\$1,700,000				
Relocate COT programs to Eames Bldg.			\$3,000,000			
ISU Alumni Center			\$8,473,000			
ISU Health and Wellness Center			\$6,292,500			
Vocarts - Replace, HVAC , Elevators, Fire Alarm & ADA restrooms			\$1,745,842			
Complete renovation ISU-Meridian build out*			\$4,000,000			
Remodel LEL second floor for additional labs *			\$1,050,000			
Campus Housing Renovations & Remodeling*			\$10,000,000			
New Museum of Natural History*				\$22,444,000		
College of Business - Modernization*				\$25,000,000		
Renovation/Addition of Life Sciences*					\$31,000,000	
Reroute campus traffic*					\$8,000,000	
Addition to Beckley Nursing*						\$14,208,000
Addition to College of Engineering*						\$12,000,000
Renovation of College of Business – front entry*						\$1,300,000
<b>\$201,030,542</b>	\$30,649,700	\$21,867,500	\$34,561,342	\$47,444,000	\$39,000,000	\$27,508,000
<b>6 year outlay total</b>						

\*Some Projects with no F.F.E. money



GENERAL NOTES:

Attachment 2

# SHEET NOTES:

Anatomy and Physiology Lab Expansion, Bid Package I

IDAHO STATE UNIVERSITY, MERIDIAN HEALTH SCIENCE CENTER

1311 E. Central Drive

Meridian, ID 83642



PROJECT	DATE
DPW 17237	3-15-2018
CSHOA 17122	
DRAWN	CHECKED
TJB	XXX

REVISED

FIRST FLOOR PLAN

SHEET

A2.1

ORIGINAL SHEET SIZE  
30" x 42"

200 BROAD STREET  
PHONE: 208-343-4635 FAX: 208-343-1858

IF THESE PLANS AND SPECIFICATIONS, AND INSTRUMENTS  
OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF  
IDAHO STATE UNIVERSITY, MERIDIAN HEALTH SCIENCE  
CENTER, AND ARE TO BE USED ONLY FOR THE PROJECT  
IDENTIFIED HEREON, AND ARE NOT TO BE REPRODUCED  
OR COPIED IN ANY MANNER WITHOUT THE WRITTEN  
CONSENT OF CSHOA, THE CLIENT, CSHOA 17122

30% PROGRESS SET







DPW Project No. 17237

Agency    \$7,042,000

Cadaver Lab Expansion  
ISU Meridian Health Science Center  
Idaho State University (ISU)  
Meridian, Idaho

Previous Minutes: 04-04-17, 08-01-17

Mr. Miller introduced Mr. Jim Otradosky, CSHQA Architects, Boise. Mr. Otradosky shared plans and presented the project.

This project is for a two-story expansion located at the ISU Meridian Health Science Center (MHSC), Meridian, Idaho, for the ISU Division of Health Sciences (DHS). The specific location is at the east entrance of the campus at an existing courtyard. The Council should be familiar with the first-floor portion of the project, a cadaver lab, which was presented at the August 1, 2017 meeting; the Council gave Preliminary Approval and authorized DPW to proceed with Final Design. However, ISU has increased the scope-of-work and budget for a second-floor.

For the most part, the previously reviewed cadaver lab remains unchanged, except for modifications to allow for the new second-floor shell & core. The new lab will be the second state-of-the art lab/cadaver room at the ISU Meridian Health Science Center, and will utilize computer-based, virtual technology applications combined with traditional cadaver technologies. This new lab facility will nearly replicate the first cadaver lab constructed over three years ago. The new lab is approximately 3,800 gross square feet and will provide 13 gurney stations, including ancillary support spaces. An adjacent support room will provide four gurney stations.

The second-floor shell space, approximately 7,000 square feet, is designed to maximize flexibility for ISU's anticipated uses, which include the nursing program, clinical research, conference room(s), and staff/faculty offices. Concept studies, programming space analysis, and cost estimates are being prepared by the Project Team for ISU's consideration and formalized decisions by their stakeholders.

A substantial completion date of June 1, 2019 for the lab is required by ISU; therefore, the Team is working under an accelerated design and construction schedule to complete the cadaver lab, and the second-floor shell and core. The CSHQA design team and consultants were given approximately ten weeks to complete the bid package to allow for an 11-month construction schedule, as prepared by Andersen Construction. A separate substantial completion date of October 31, 2019 is required by ISU for the second-floor tenant improvements; therefore, the Team is also working concurrently with ISU on a fast-track schedule for the second-floor final space planning approvals.

CSHQA Architects, Boise, is the project architect for the project. Andersen Construction, of Boise, is the CM/GC on the project and their preliminary construction cost estimate is \$4,100,000, including CM fees.

**MOTION: SENATOR VICK MOVED COUNCIL APPROVE PRELIMINARY DESIGN, FINAL PLANS AND SPECIFICATIONS, SUBJECT TO STAFF REVIEW, AND AUTHORIZE PROCEEDING WITH BIDDING AND AWARD OF CONTRACT FOR DPW PROJECT NO. 17237. Council passed the motion.**

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 21, 2018**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Transfer of funds to University of Idaho Foundation for investment

**REFERENCE**

January 2018

Idaho State Board of Education (Board) approved Naming Rights Agreement between University of Idaho (UI) and Idaho Central Credit Union (ICCU)

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.E.2.b.v

**ALIGNMENT WITH STRATEGIC PLAN**

**GOAL 2: INNOVATION AND ECONOMIC DEVELOPMENT** The educational system will provide an environment that facilitates the creation of practical and theoretical knowledge leading to new ideas.

**Objective B: Innovation and Creativity** – Increase creation and development of new ideas and solutions that benefit society.

**Objective C: Economic Growth** – New objective currently under development.

**BACKGROUND/DISCUSSION**

In January 2018 the Board approved the Naming Rights Agreement between UI and ICCU under which UI's planned court sports arena will be named the Idaho Central Credit Union Arena. That agreement has been executed and the agreed payment from ICCU has been delivered to UI. UI continues its fundraising for the remainder of the funding needed for completion of the Arena. In order to maximize the utility of the funds paid by ICCU prior to use of the funds for construction, UI proposes to deposit the funds with the UI Foundation (Foundation) for investment under the Foundation's investment policies.

ICCU has agreed to this proposal, and UI has promised that the net earnings from the invested funds will be applied to the Arena project along with the principal.

UI seeks approval from the Board for transfer of the funds to the Foundation as described in the proposed MOU between UI and the Foundation in Attachment 1.

**IMPACT**

The fiscal impact of the request, if granted, will be to increase the total funds available for application to the Arena project by the net earnings from investing the ICCU payment.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 21, 2018**

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**ATTACHMENTS**

Attachment 1 – MOU between UI and the UI Foundation

**STAFF COMMENTS AND RECOMMENDATIONS**

Board Policy V.E. requires Board approval when an institution transfers funds to an affiliated foundation, other than in certain limited cases. In this case, UI will be transferring the corpus of the \$10,000,000 it received from ICCU for the Arena project to the UI Foundation in order to earn interest on the donated funds as the University waits for the start of the project. UI will return to the Board for approval of the financing plan and to begin the construction phase of the Arena project when fund-raising is completed.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by the University of Idaho to approve the transfer of funds to the University of Idaho Foundation as outlined in the materials presented to the Board, and to authorize the Vice President for Finance and Administration to sign the MOU at Attachment 1.

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

**IDAHO CENTRAL CREDIT UNION CONTRIBUTION**

**MEMORANDUM of UNDERSTANDING**

**Between the**

**UNIVERSITY of IDAHO AND UNIVERSITY of IDAHO FOUNDATION**

Thanks to the generosity of the Idaho Central Credit Union (“ICCU”), the University of Idaho (“University”) has received \$10,000,000 in support of the Idaho Arena (“Arena”), a premier university initiative and capital project. The University and University of Idaho Foundation, an Idaho nonprofit corporation (“Foundation”) hereby agree to the terms outlined in this document in fulfillment of the ICCU’s intent and purpose.

**PURPOSE OF CONTRIBUTION**

ICCU provided this contribution directly to the University in support of the Arena project, in conjunction with an agreement for naming rights and other benefits between the University and ICCU. As a venue for concerts, speakers and other special events, the Arena enhances the residential student life and strengthens the bond between campus and community in northern Idaho. In addition, by demonstrating how Northwest wood can be a lower-cost, greener option, the Arena will be a signature commercial building solution and a catalyst for forest product development. Finally a new Arena will enable the University’s strong court sports teams to compete at the highest level.

**FUNDS MANAGEMENT & ADMINISTRATION**

In order to prudently manage this generous contribution until the funds are needed for construction of the Arena, the University agrees to transfer the \$10,000,000 to the Foundation contingent upon approval from the Idaho State Board of Education. The Foundation shall manage the funds in accordance with applicable law, the provisions of this Agreement, and the Foundation’s policies. The Foundation and University shall establish procedures for the expenditure of funds by the University in support of the Arena.

1. The funds shall be held and administered by the Foundation in a fund designated for the Arena.
2. The principal shall be invested in accordance with policy established by the Foundation’s governing board.
3. The principal and investment earnings shall be distributed to the University in accordance with the Operating Agreement between the Foundation and the University.
4. A reasonable investment management fee may be assessed.

**DISTRIBUTION**

The principal and investment earnings shall be distributed to the University as needed for expenses associated with the Arena project. Funds shall be directed and distributed to the University by the

Executive Director of the Foundation at the request of the Vice-President for Finance and Administration of the University.

**CHANGED CIRCUMSTANCES**

In the event construction of the Arena is not approved by the Regents of the University and construction of the Arena is abandoned by the University, the funds held by the Foundation under this Agreement shall be returned to the University for return to ICCU per the terms of the agreement for naming rights.

**ACCEPTED BY:**

**University of Idaho**

\_\_\_\_\_  
Brian Foisy, Vice-President  
Finance and Administration

\_\_\_\_\_  
Date

**University of Idaho Foundation, Inc.**

\_\_\_\_\_  
Joy S. Fisher  
Executive Director

\_\_\_\_\_  
Date

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 21, 2018**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Acquisition of real property in Bonner County near Sandpoint Idaho

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.I.2.a.

**ALIGNMENT WITH STRATEGIC PLAN**

Goal 1, Objective A and B; Goal 2, Objectives B and D: This acquisition facilitates delivery of new educational modules providing hands on experiences not possible with current facilities and sites, and improves educational access for adult learners in northern Idaho. This acquisition is an investment in innovative and relevant programs of current programmatic interest to the University of Idaho (UI). This investment in new academic and research facilities facilitates the creation and development of new ideas and solutions to address Idaho's needs for economic development and the education of its citizens.

**BACKGROUND/DISCUSSION**

The UI wishes to establish the Sandpoint Organic Agriculture Center (SOAC) to deliver additional outreach and educational programs in organic and sustainable agricultural production and business. The development of the new center near Sandpoint, Idaho is made possible by acquisition of a 48 acre property and an adjoining 18 acre property previously gifted by the seller to the Regents for such use. The subject property includes a two-story lodge building with an elevator and commercial kitchen, a two-story bunkhouse and a number of other specialized improvements related to the existing certified organic fruit tree orchard on the property to be acquired. The land and improvements were recently appraised at \$3,382,000, but the seller is offering the property to the Regents for \$2,200,000 with a donation of the remaining equity as well as donation of certain operating equipment associated with the orchard operation, all through the University of Idaho Foundation. UI's College of Agricultural and Life Sciences (CALS) has proposed a plan for education, outreach and extension activities that will take advantage of the property's horticultural attributes that are complementary to this programming. This facility is being offered by the seller at a cost that is much less than appraised market value.

**IMPACT**

Funding for the acquisition will be covered by the CALS budget. Ongoing operation costs will also be covered from CALS budgets.

**ATTACHMENTS**

Attachment 1 – Purchase and Gift Agreement  
Attachment 2 – Map of subject property

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 21, 2018**

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**STAFF COMMENTS AND RECOMMENDATIONS**

Per Board Policy V.I.2.a, prior Board approval is required for property acquisitions with values in excess of \$1,000,000. The Purchase and Gift Agreement at Attachment 1 contains a Warranty Deed and legal description (Exhibit A).

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by the University of Idaho to authorize the acquisition of the real property located in Bonner County as described in the materials presented to the Board, and to authorize the University's Vice President for Finance and Administration to execute all necessary transaction documents related thereto.

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



## REAL PROPERTY PURCHASE AND GIFT AGREEMENT

THIS REAL PROPERTY PURCHASE AND GIFT AGREEMENT ("**Agreement**") is made and entered into effective as of the 17<sup>th</sup> day of May, 2018, by and between Dakota Consulting, LLC, an Idaho Limited Liability Corporation, ("**Grantor**") and the Board of Regents of the University of Idaho, a body politic and corporate organized and existing under the constitution and laws of the State of Idaho ("**Grantee**"), and the University of Idaho Foundation, Inc, an Idaho non-profit corporation ("**Foundation**").

### RECITALS

Grantor is the owner of Subject Property and desires to convey the same to the Grantee in consideration of Grantee's payment of the agreed Purchase Price as well as the Grantor's gift of the remaining value of the Subject Property to Grantee through the Foundation. Grantor will update the appraised value of such gift within 60 days of closing as provided herein.

### AGREEMENT

1. **Gift and Grant.** Subject to Grantee's acceptance of the gift of the Subject Property and Grantor's receipt of the Purchase Price, Grantor shall grant, transfer, sell, donate and convey all of Grantor's right, title and interest in and to that certain real property together with all easements, water rights (including access to any points of water diversion on Grantee's remaining property) and other rights appurtenant to said real property comprised of approximately 47.82 acres located in Bonner County, Idaho and more particularly described as shown on the draft deed attached here as **Exhibit A**, and including all buildings, structures, fixtures and improvements (including, without limitation, planted crops and existing trees) upon the real property ("**Subject Property**"). Grantor shall transfer the property via a warranty deed, without any restrictions that obligate Grantee to continue or maintain programs or specific uses.

2. **License for Entry.** Grantor grants to Grantee a license to enter upon Subject Property for all purposes reasonably related to a full and adequate determination of its suitability, including, without limitation, the right to conduct surveys, soils tests, engineering studies, and environmental tests and audits to land and improvements.

3. **Purchase Price.** The "**Purchase Price**" for the Subject Property is \$2,200,000 to be paid in cash at closing.

4. **Conditions to Closing.** Notwithstanding anything to the contrary in this Agreement, Grantee shall not be obligated to purchase the Subject Property unless at or prior to closing each of the following conditions has been met or Grantee has waived said condition in writing. Grantor shall cooperate with Grantee to execute any documents which may be necessary or convenient to the performance of these conditions:

- (a) Title to the Subject Property shall be good and marketable and shall be free and clear of all liens, leases, encumbrances, easements, assessments, restrictions, tenancies (whether recorded or unrecorded) and other exceptions to title, except the lien of real property taxes not yet due and payable and those exceptions approved in writing by Grantee ("**Permitted Exceptions**"). Between the date of this Agreement and the earlier of closing or the termination of this Agreement, Grantor shall not enter into any lease or occupancy agreement affecting the Subject Property or any portion thereof unless first approved in writing by Grantee. Grantor further agrees to remove on or before closing all monetary liens and encumbrances affecting the Subject Property except the lien of real property taxes not yet due and payable.
- (b) Grantee is able to obtain from a title insurance company authorized to do business in the State of Idaho a policy of title insurance, including any endorsements reasonably required by Grantee in the full amount of Purchase Price, insuring that marketable fee simple title to the Subject Property is vested in Grantee, subject only to the Permitted Exceptions (if any).
- (c) Grantee has obtained, at Grantee's sole expense, environmental tests and audits which shall show the Subject Property (i) to be free and clear of all Hazardous Materials (as defined herein), and (ii) to be suitable, in Grantee's sole opinion, for Grantee's intended uses. If any environmental review obtained by Grantee contemplates or suggest any further environmental review or testing, and Grantee wishes to complete said review, Grantee may reasonably extend the time for closing so that such further review shall be completed prior to Subject Property being transferred to Grantee and Grantee's satisfaction with such further review shall be deemed a condition prior to closing.
- (d) Grantee has obtained approval from its governing board to acquire Subject Property as provided by the terms of this Agreement.
- (e) All of Grantor's representations and warranties under this Agreement shall continue to be true and correct as of the date of closing.

In the event Grantee, at any time, reasonably deems any of the conditions set forth in this Section 4 unsatisfied, Grantee may terminate this Agreement upon fifteen (15) days' prior written notice to Grantor and this Agreement shall terminate. Notwithstanding any of the foregoing, neither party shall have the right to terminate this Agreement if such party is in default under this Agreement. In the event of any such termination of this Agreement, both parties shall be released from any further obligations hereunder except for liabilities, actual or contingent, which arose prior to the date of termination.

**5. Closing Agent.** Alliance Title and Escrow of Sandpoint, Idaho shall serve as the Closing Agent. Grantor shall deliver to the Closing Agent on or before August 1, 2018, a duly executed and acknowledged Special Warranty Deed ("**Deed**"), attached as **Exhibit A**, conveying all of Grantor's right, title and interest in Subject Property to Grantee, together with instructions to deliver and record Deed after Grantee deposits Purchase Price with the Closing Agent. On or before July 10, 2018, Grantee shall notify Grantor and Closing Agent, in writing that Grantee is satisfied with the conditions of transaction closing as set forth in Section 4 of this Agreement. Upon the date of such notice of Grantee satisfaction, Grantee shall also deposit the total Purchase

Price with the Closing Agent with instructions to disburse the Purchase Price to Grantor at closing and upon recordation of the Deed by Closing Agent.

6. **Costs.** Grantee shall pay the cost of recording the Deed. All real estate taxes and assessments due shall be paid by Grantor. All title insurance premiums shall be paid by Grantee.

7. **Commissions.** Each party hereto represents and warrants to the other that there are no brokerage commissions payable as a result of this transaction. The representations and warranties set forth in this Section shall survive closing.

8. **Grantor's Representations and Warranties.**

- (a) Grantor warrants and represents that Grantor has authority to enter into this Agreement and that Grantor holds marketable fee simple title to the Subject Property and no right to acquire the Subject Property has been granted to any other party, and that the Subject Property is free and clear of all liens, claims, security interests, pledges, charges, and encumbrances of any nature.
- (b) Grantor has no knowledge of any "Hazardous Materials" (as hereinafter defined), having ever been used, produced, released, stored, transported, disposed of, generated, deposited or otherwise existing in, over, under or upon the Subject Property by any person or entity whatsoever in violation of any Environmental Laws (as hereinafter defined). The term "**Hazardous Materials**" shall collectively refer to underground storage tanks, petroleum and petroleum products, asbestos, PCBs, urea-formaldehyde and any hazardous or toxic substances, pollutants, contaminants, wastes or materials as defined under any "Environmental Laws." The term "**Environmental Laws**" shall collectively refer to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, The Toxic Substances Control Act, the Clean Water Act 33 U.S.C. § 1251-1387, the Resource Conservation and Recovery Act as amended, or any other similar federal, state or local law, rule or regulation respecting Hazardous Materials together with all rules and regulations promulgated thereunder and all amendments thereto.
- (c) Grantor, and to Grantor's knowledge, all other persons or entities who have occupied or are occupying the Subject Property, or any portion thereof, have, at all times, fully complied with all Environmental Laws and all other laws, rules and regulations (collectively, "**Laws**") as well as all permits, licenses, certificates and approvals relating to the development and use of the Subject Property (collectively, "**Permits**"). To Grantor's knowledge, (A) no notice of violation of any Environmental Law or any other Law (and no complaint, order, directive, claim, citation or notice relating to any Environmental Law or other Law) has been issued with respect to the Subject Property, and (B) no notice of noncompliance with any Permit relating to the development or use of the Subject Property has been issued.

- (d) There are no pending actions against Grantor (or to Grantor's knowledge, against any other person or entity) which relate to the condition or use of the Subject Property and Grantor has no knowledge of any facts or circumstances which could give rise to such action. Without limiting the foregoing, there are no pending or threatened condemnation proceedings which could affect all or any portion of the Subject Property, or the performance by Grantor of any of its obligations set forth in this Agreement.
- (e) To Grantor's knowledge, there are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings contemplated by, or pending or threatened against, Grantor which could prevent or delay the consummation of this transaction.

The warranties and representations set forth in this Section 8 shall constitute continuing warranties and representations, shall be deemed to be true and correct as of the date of closing of Grantee's acquisition of the Subject Property from Grantor, and shall survive the closing of Grantee's acquisition of the Subject Property from Grantor.

**9. Grantor's Environmental Disclosure.** Grantor is not aware of any environmental liabilities or hazards with regard to the Subject Property. Grantor, within five (5) days from the date of this Agreement, shall provide Grantee with all reports, test records and other information in the possession of Grantor (if any) relating to the presence of any hazardous materials on the Subject Property.

**10. Condemnation.** Should any entity having the power of condemnation bring an action or otherwise indicate an intent prior to the time of closing to acquire all or any portion of, or any interest in, the Subject Property, Grantee, at Grantee's sole option, may elect either (i) to terminate Grantee's obligation to purchase Subject Property by giving written notice to Grantor at any time prior to the time of closing, or (ii) to complete the purchase of the Subject Property with Grantor immediately appointing Grantee its attorney-in-fact to negotiate with said condemning entity as to its interest in the Subject Property and assigning to Grantee all amounts to be awarded for the Subject Property. Grantor agrees to provide Grantee, within ten (10) days after Grantor's receipt of same but in no event later than the time of closing, written notice of any actual or threatened condemnation proceeding.

**11. Successors.** This Agreement shall be binding on the heirs, successors, assigns and personal representatives of the parties hereto.

**12. Attorneys' Fees.** In the event either party initiates or defends any legal action or proceeding in any way connected with this Agreement, the losing party in any such action or proceeding shall pay the prevailing party in any such action or proceeding its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal).



**13. Default.** Neither party shall be deemed to be in default of this Agreement except upon the expiration of thirty (30) days from receipt of written notice from the other party specifying the particulars in which such party has failed to perform its obligations (or breached any of its representations or warranties) under this Agreement unless such party, prior to expiration of said thirty (30) day period, has rectified the particulars specified in said notice of default. In the event of a default, the non-defaulting party may: a) terminate this Agreement upon written notice to the defaulting party, and recover from the defaulting party all damages incurred by the non-defaulting party, b) seek specific performance of this Agreement, and, in addition, recover all damages incurred by the non-defaulting party. The parties declare it to be their intent that this Agreement may be specifically enforced, c) perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting party or recover said monies from the defaulting party; and d) pursue all other remedies available at law, it being the intent of the parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the non-defaulting party.

**14. Notices.** All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate party at the address set forth below:

**To Grantee:**

Vice President for Finance and Administration  
University of Idaho  
875 Perimeter Dr MS3168  
Moscow ID 83844-3168

**To Grantor:**

Dennis Pence  
Dakota Consulting  
11053 North Boyer Rd  
Sandpoint ID 83864

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given pursuant to this Agreement shall be deemed given upon receipt. Receipt shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to subparagraph (a) above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified above, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

**15. Captions and Headings.** The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

**16. Entire Agreement.** This Agreement between the parties contain the entire agreement between the parties hereto and supersede all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

**17. Venue and Governing Law.** Any legal proceeding instituted between the parties shall be in the courts of the County of Bonner, State of Idaho, and each of the parties agrees to submit to the jurisdiction of such courts. It is further agreed that this Agreement shall be governed by the laws of the State of Idaho.

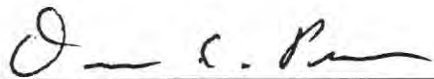
**18. Survival.** All of the representations and warranties set forth in this Agreement shall constitute continuing representations and warranties, shall be deemed to be true and correct as of the date of Closing, and shall (along with all indemnification, defense and hold harmless obligations related thereto) survive Closing.

**19. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument, and shall be effective upon execution of one or more of such counterparts by each of the parties hereto.

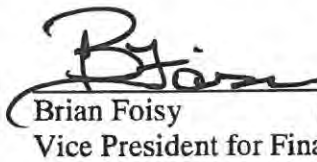
EXECUTED as of the date first above written.

GRANTOR:  
DAKOTA CONSULTING, LLC.

GRANTEE:  
BOARD OF REGENTS OF THE  
UNIVERSITY OF IDAHO,



Dennis Pence  
Manager and Sole Owner



Brian Foisy  
Vice President for Finance and Administration

FOUNDATION:  
UNIVERSITY OF IDAHO FOUNDATION, INC



Joy Fisher  
Executive Director

**EXHIBIT A**  
**SPECIAL WARRANTY DEED**

GRANTOR, DAKOTA CONSULTING, LLC, an Idaho Limited Liability Corporation, whose address is 11053 N Boyer Rd, Sandpoint ID 83864, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sells, conveys, and specially warrants unto the BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO, a body politic and corporate organized and existing under the laws and constitution of the state of Idaho, whose address is 875 Perimeter Dr MS 3168, Moscow ID 83844-3168, as GRANTEE, and to grantee's heirs and assigns forever, all of the real property, improvements, and appurtenances on the premises as described in the attached Exhibit A.

TOGETHER with all and singular, the rights and appurtenances pertaining to such real property, as they exist, including any and all timber, water rights, mineral rights, easements, rights-of-way and any and all improvements constructed thereon.

SUBJECT to all rights of reversion, reservations, easements, rights-of-way and defects in title arising prior to Grantor's ownership of the premises, Grantor warrants to Grantee, its successors and assigns, that Grantor has not created or permitted to be created any encumbrance, lien, charge, reservation or impediment of any kind against the premises and Grantor covenants that it will defend said premises to the extent of the warranties made herein against the lawful claim of all persons.

GRANTEE, by accepting delivery of this Special Warranty Deed, acknowledges and agrees that Grantee has had an opportunity to investigate title to and inspect and test the premises to the extent that Grantee deemed appropriate and that Grantee is satisfied with the title and the premises. Grantee accepts the premises AS IS, WITH ALL FAULTS, KNOWN OR UNKNOWN, without any representations or warranties by Grantor, or any agent or representative of Grantor except as expressly set forth in this Special Warranty Deed.

IN WITNESS WHEREOF, GRANTOR has hereunto caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

GRANTOR: Dakota Consulting, LLC

By: \_\_\_\_\_  
Dennis Pence, Manager and Sole Owner

Date: \_\_\_\_\_

STATE of IDAHO )  
 ) ss.  
County of Bonner )

On this \_\_\_\_ day of \_\_\_\_\_ 2018, before me, the undersigned, a Notary Public in and for said State of Idaho, personally appeared Dennis Pence, known or identified to me to be the Manager and Sole Owner, Dakota Consulting, LLC, who executed the within instrument, and acknowledged to me that the instrument was executed on behalf of Dakota Consulting LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC for Idaho  
Residing at \_\_\_\_\_, Idaho  
My commission expires: \_\_\_\_\_

**(DEED) EXHIBIT A**

A parcel of land being a portion of that property described in Warranty Deed, Instrument No. 713790, records of lying in West half of the northeast quarter of Section 3, Township 57 North, Range 2 West, Boise Meridian, Bonner County, Idaho, and being more particularly described as follows:

**COMMENCING** at a point on the North-South section centerline of said Section 3, lying S00°12'23"E, 2043.22 feet from the North quarter corner of said Section 3;

Thence North 89°52'01" East, 25.00 feet to the easterly right-of-way of North Boyer Road, being marked by a 5/8" rebar and cap by PLS 14879 and being the **TRUE POINT OF BEGINNING**;

Thence continuing North 89°52'01" East, 467.67 feet to a 5/8" rebar and cap by PLS 14879;

Thence North 00°07'59" West, 117.82 feet to a 5/8" rebar and cap by PLS 14879;

Thence South 89°58'43" East, 141.00 feet to a 5/8" rebar and cap by PLS 14879;

Thence South 00°07'59" East, 117.44 feet to a 5/8" rebar and cap by PLS 14879;

Thence North 89°52'01" East, 694.73 feet to the East line of said West half of Section 3, being marked by a 5/8" rebar and cap by PLS 14879;

Thence along said East line, South 00°16'19" West, 2190.23 feet to a 5/8" rebar and cap by PLS 5713 and being on the East-West centerline of said Section 3;

Thence along said East-West section centerline, South 89°57'42" West, 391.27 feet to a 5/8" rebar and cap by PLS 5713 and being the easterly line of the University Park as recorded on August 21, 2008 in Book 9 of Plats, Page 109, Instrument No. 757202, records of Bonner County, Idaho;

Thence along said along the easterly and northerly boundary of said University Park, the following four (4) courses:

1. North 00°12'23" East, 834.06 feet to a 5/8" rebar and cap by PLS 5713;
2. North 88°03'43" West, 199.21 feet to a 5/8" rebar and cap by PLS 5713;
3. Thence North 01°05'00" West, 15.83 feet to a 5/8" rebar and cap by PLS 5713;
4. Thence North 88°03'43" West, 710.45 feet to a 5/8" rebar and cap by PLS 5713, to said easterly right-of-way of North Boyer Road;

Thence along said easterly right-of-way of North Boyer Road, North 00°12'23" East, 1306.81 feet to the TRUE POINT OF BEGINNING 47.82 acres.



# RECORD OF SURVEY for DENNIS PENCE IN S.3, T.57 N., R.2W., B.M., BONNER COUNTY, IDAHO

## LEGEND

- Set  $\frac{1}{8}$ " dia. x 30" long Rebar with Yellow Plastic Cap marked "GLANE PLS 5713"
- Found Rebar, (as noted)
- Set Lath on Line
- Calculated Position
- Power Pole (BPA)
- Fence line
- Water Line

## NOTE

This Survey makes no representation of ownership, nor attempts to show all easements of record or in view, nor physical features and improvements of the property.

## BASIS OF BEARINGS

Bearing Datum is from the Plat of Meadow Wood Subdivision, Book 5 Page 85, Inst. no. 474988

## SURVEYOR'S NOTE

In order to facilitate the gift of an 18 acre parcel from Dakota Consulting, LLC to the University of Idaho, this Survey was made with the intent that this Rebar Survey be used as a reference to delineate the boundaries of the parcel. The parcel is located in the Bonner County, Idaho. This parcel is under review by Bonner County Planning and Zoning as Preliminary Plat Application No. SS1523-07, "University Park", and the confirmation of this parcel will be finalized upon the completion of the Plat.

## SURVEYOR'S CERTIFICATE

I, Lawrence A. Clarke, PLS 5713, State of Idaho, do hereby certify that this Rebar Survey has been prepared by me or under my direction in conformance with Chapter 19, Title 55 of the Idaho Code and that the Map shown hereon is a true representation of a survey made by me during May, 2007.



## RECORDER'S CERTIFICATE

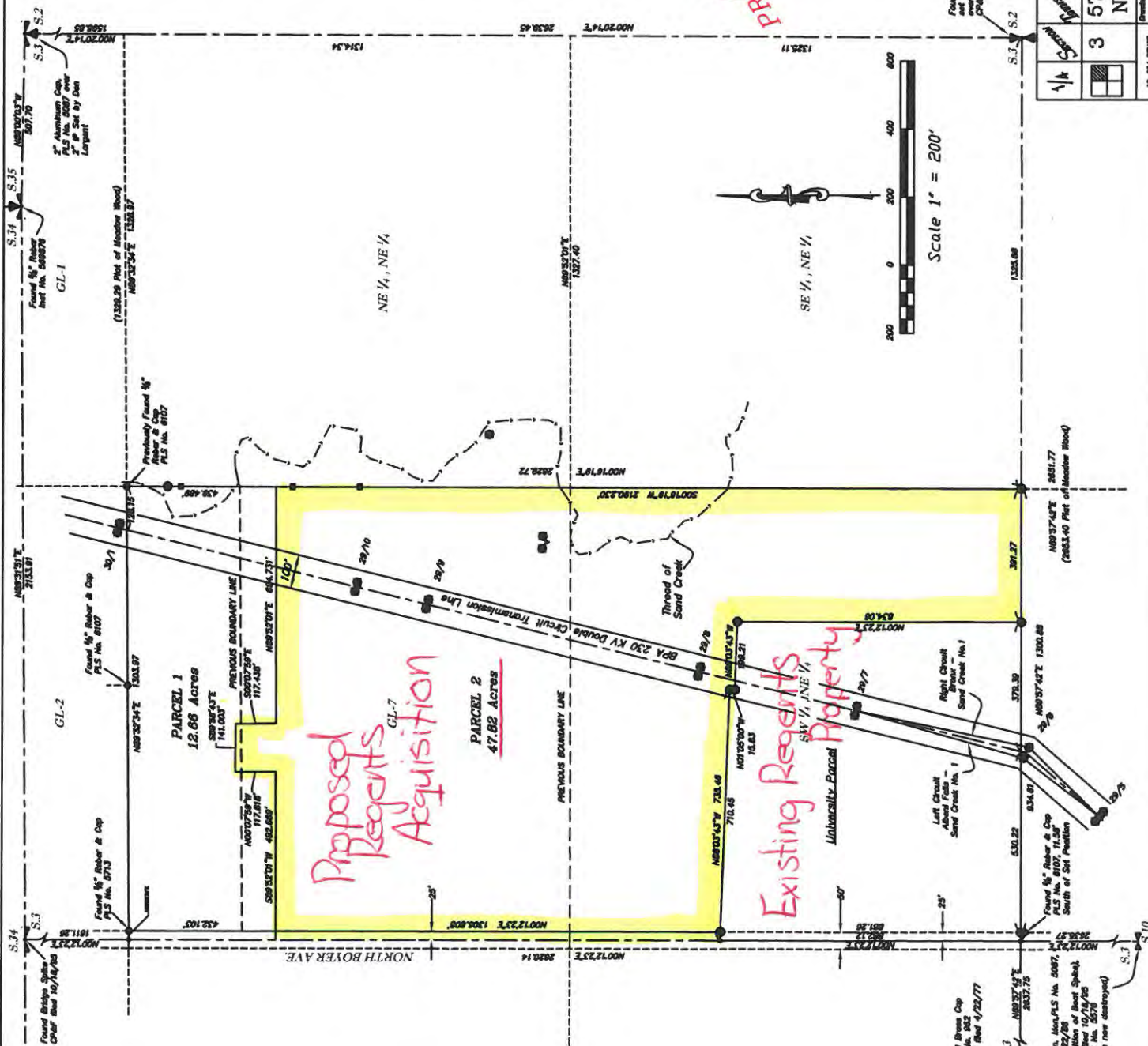
Filed this \_\_\_\_\_ day of \_\_\_\_\_, 2007, at \_\_\_\_\_ o'clock \_\_\_\_\_ m., at the request of \_\_\_\_\_, \_\_\_\_\_ & Associates, Inc., as Instrument No. \_\_\_\_\_

County Recorder \_\_\_\_\_ Deputy

## RECORD OF SURVEY FOR DENNIS PENCE

GLANE & ASSOCIATES  
PROFESSIONAL LAND SURVEYORS  
303 Church Street  
Sandpoint, Idaho 83864  
200-865-4474

ACRES	SECTION	TOWNSHIP	RANGE	PLAT	DATE	FILED
18.00	3	57	N	2	W	05/14/2008
18.00	3	57	N	2	W	05/14/2008



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 21, 2018**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Capital Project Authorization Request, Planning and Design Phases, for proposed Seed Potato Germplasm Facility in Moscow, Idaho

**REFERENCE:**

August 2017                      Idaho State Board of Education (Board) approved Capital Budget Request in University of Idaho (UI) six-year plan

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedure, Section V.K.1 and Section V.K.3.a

**ALIGNMENT WITH STRATEGIC PLAN**

This item aligns with the following goals and objectives of the State Board of Education Strategic Plan:

- **Goal 1, Objectives A, and D:**  
One of the outcomes of this new facility will be to increase the access of both the citizenry and students to research and research opportunities which are to be conducted and supported by the facility.
- **Goal 2, Objectives A, B, C, and D:**  
The central purpose and intent of this new facility is to create a resource that can be utilized to expand and curate knowledge regarding the production of seed potatoes and to support the viability and economic growth of the potato industry within the State of Idaho. The work conducted within this facility will directly impact production of high quality Idaho potatoes through the generation of disease-free plantlets and minitubers from new and existing varieties. It will drive the supply of safe and clean seed potatoes for commercial growers. Further, this work will be preventative in the reduction of diseases in the industry.

**BACKGROUND/DISCUSSION**

This agenda item requests Board authorization to allow UI to proceed with the Planning and Design phase of a Capital Project to design and construct a Seed Germplasm Potato Facility. The proposed facility will support the efforts of the College of Agricultural and Life Sciences (CALs) to support the on-going needs of faculty in CALs and of the potato industry in Idaho. The proposed facility is to be located on the main campus of the UI in Moscow, Idaho.

The full, anticipated project cost is \$5,500,000 as noted in the six-year plan submitted in August, 2017. Recently, partial funding for this effort was obtained through the FY2019 Permanent Building Fund (PBF) process in the amount of

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 21, 2018**

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\$3,000,000. The remaining funding will consist of \$1,500,000 in gifts and donations and \$1,000,000 from CALS funds.

In compliance with Board Policies & Procedure, Section V.K.3.a, this Authorization Request is limited to the Planning and Design Phase of the overall effort. The Planning and Design Phase cost is estimated at \$650,000.

**Planning Background and Project Description**

The UI proposes to construct a Seed Potato Germplasm Facility as part of the on-going effort to collaborate with and support the potato industry within the State of Idaho. The university currently maintains an existing Seed Potato Germplasm laboratory within the Iddings Agricultural Sciences Laboratory Building on the main campus of the university in Moscow, Idaho. However, this facility is small in size and scale, limiting production and germplasm storage. There is high demand from researchers and the potato industry to increase production and expand storage capacity.

Currently, nearly 70% of the existing seed potato program sales are to seed potato producers in Idaho. There is great need for production of early generation seed for higher quality seed production within Idaho. In addition, often second and third year production from seed occurs, leading to greater risk of diseased potatoes. It is anticipated that a scale up is necessary over the next few years to meet the likely doubling in demand. Current projections call for 100,000 more plantlets needed annually as the basis for minituber production for UI research and variety development.

Additionally, the new facility will have capacity to accommodate the national germplasm storage currently located in Colorado. This will provide greater access by Idaho seed potato producers and researchers to the widest array of potato germplasm, which will aid in the improvement of seed and commercial potato production in Idaho.

The intent is to construct a new facility, physically located at some distance from the Iddings Laboratory. The separation will reduce the risk of transmission of disease from other laboratories within the Iddings building which study potato pathogens. A separate location will minimize the traffic from students, faculty and staff without direct need to access the laboratory. While the existing facility has a very good track record in producing a high quality clean product, relocating this effort to a new, separate facility is prudent.

The UI contracted with Castellaw Kom Architects of Lewiston, Idaho to produce an initial feasibility study, program, and cost estimate. That feasibility effort was completed in May, 2017 and has received a welcome reception amongst industry groups and other stakeholders. This project authorization request is based upon that feasibility study and the input the study has generated since.

As described in the feasibility study, the facility is conceived of as an 11,300 gsf structure which will house research laboratory, growth and tissue culture facilities, germplasm storage, classrooms, and administrative offices. The facility is to be a separate, stand-alone facility to accommodate the research needs, germplasm production and storage capacity necessary to support the Idaho potato industry into the foreseeable future. The final site location is to be determined during the planning and design phase, but the initial concept is to locate the proposed Seed Potato Germplasm Facility in the west farm neighborhood of the main campus of the university.

**Authorization Request**

This request is for the Capital Project Design Phase Authorization necessary to plan and design the proposed Seed Potato Germplasm Facility.

The total project effort, including the PBF supported portion, is currently estimated at \$5,500,000, to include design and construction costs and appropriate and precautionary contingency allowances.

The project is consistent with the strategic goals and objectives of UI and is fully consistent with UI's strategic plan, specifically:

- **Goal One, Innovate:**

This project supports the growth of scholarly research activity in the Agricultural Sciences. It provides support for creative research into solutions to the issues and concerns of one of the largest and most iconic industries within the State of Idaho.

- **Goal 2, Engage:**

This project enhances and supports collaboration with the potato industry within the State of Idaho. The project is vetted and supported by leaders and stakeholders within the Idaho potato industry. It is the stated belief of the industry that this project will result in conditions in which there will be a focus which will increase use of home-grown, high quality material, thus giving the Idaho potato industry a significant advantage in the marketplace.

In addition the project is fully consistent with the principles, goals, and objectives of UI's Long Range Campus Development Plan (LRCDP).

**IMPACT**

The immediate fiscal impact of this effort is to fund Planning and Design Phase costs of the project, with projected expenditures of approximately \$650,000. The overall project effort is anticipated to be \$5,500,000.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 21, 2018**

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***Overall Project***

**Funding**

State	\$ 3,000,000
Federal (Grant):	
Other (UI)	
University (CALs)	1,000,000
Gifted Funds	<u>1,500,000</u>
Total	\$ 5,500,000

**Estimate Budget**

A/E & Consultant Fees	\$ 498,300
Construction	3,775,400
Construction Cont.	377,500
Owner Cost & FFE	348,800
Project Cont.	<u>500,000</u>
Total	\$ 5,500,000

**ATTACHMENTS**

Attachment 1 – Capital Project Tracking Sheet

**STAFF COMMENTS AND RECOMMENDATIONS**

The full scope of the project is \$5,500,000. Of this, \$3,000,000 comes from an allocation from the Permanent Building Fund. The remaining cost of the project is being financed with an additional \$2.5 million in agency funds and funds gifted to the agency for this specific purpose. Per Board Policy V.K.1., Board approval is required when a project's cost is greater than \$1,000,000. Following the planning and design phase of this project, UI must return to the Board to obtain approval to proceed with construction.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by the University of Idaho to implement the planning and design phase of the capital project for the proposed Seed Potato Germplasm Facility, for a total cost of \$5,500,000, with costs for the Planning and Design phase not to exceed \$650,000. Authorization includes the authority to execute all necessary and requisite consulting and vendor contracts to fully implement the planning and design phase of the project.

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

**Office of the Idaho State Board of Education**  
**Capital Project Tracking Sheet**  
As of June, 2018

**History Narrative**

- 1 **Institution/Agency:** University of Idaho      **Project:** Capital Project Authorization Request, Planning, Programming and Design Phases, Proposed Seed Potato Germplasm Facility, University of Idaho, Moscow, Idaho.
- 2 **Project Description:** A Capital Project to provide for the planning, programming and design of project to design and construct a proposed Seed Germplasm Potato Facility on the Moscow campus of the University of Idaho.
- 3 **Project Use:** As currently envisioned, it is the intent of the University of Idaho to construct a separate, stand-alone facility to accommodate the research needs, production capacity and germplasm storage capacity necessary to support the Idaho potato industry into the foreseeable future. The facility will house research laboratory, growth and tissue culture facilities, germplasm storage, classrooms, and administrative offices. The final site location is to be determined during the planning and design phase, but the initial concept is to locate the proposed Seed Potato Germplasm Facility in the west farm neighborhood of the main campus of the university in Moscow, Idaho. Such a location will provide the physical separation from the Iddings Laboratory facility as desired.
- 4 **Project Size:** 11,300 gsf

Project Cost History:	Sources of Funds				Use of Funds*			
	PBF	ISBA	Other	Total Sources	Planning	Use of Funds Const	Other**	Total Uses
Initial Cost of Project. Planning, Programming and Design Phase Authorization request. June 2018	\$ 3,000,000	\$ -	\$ 2,500,000	\$ 5,500,000	\$ 498,300	\$ 4,152,900	\$ 848,800	\$ 5,500,000
History of Revisions:								
<b>Total Project Costs</b>	<b>\$ 3,000,000</b>	<b>\$ -</b>	<b>\$ 2,500,000</b>	<b>\$ 5,500,000</b>	<b>\$ 498,300</b>	<b>\$ 4,152,900</b>	<b>\$ 848,800</b>	<b>\$ 5,500,000</b>

\* Figures quoted are for the Total Project Cost. The University intent is that any unused funding is carried forward to a future construction phase at the time such future construction phase may be approved by the Board of Regents.

\*\* Owner's Costs, FFE, & Project Contingency, Any carry forward amounts are to be used in future phases which may be approved by the Board of Regents.

18	History of Funding:	----- -----							
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\*\*\* UI College of Agricultural and Life Sciences

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 21, 2018**

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**SUBJECT**

College of Eastern Idaho Real and Personal Property Transfer

**REFERENCE**

January 27, 2017	Idaho State Board of Education (Board) approved resolution recommending the formation of a community college district in Bonneville County.
June 15, 2017	Board approved trustee zones for the College of Eastern Idaho.
July 5, 2017	Board approved appointment of College of Eastern Idaho board of trustees.
August 10, 2017	Board approved legislation removing Eastern Idaho Technical College from Idaho Statute.

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**ALIGNMENT WITH STRATEGIC PLAN**

Goal 1 (“A Well Educated Citizenry”) Objective A (“Access: Set policy and advocate for increasing access to Idaho’s educational system for all Idahoans, regardless of socioeconomic status, age, or geographic location.”).

**BACKGROUND/DISCUSSION**

The College of Eastern Idaho (CEI) and Eastern Idaho Technical College (EITC) have operating jointly from the EITC campus during the 2017-2018 academic year. With the enactment of Senate Bill 1210 (2018), Eastern Idaho Technical College (EITC) will cease to exist as of July 1, 2018. College of Eastern Idaho will assume responsibility for offering career technical education programs previously offered by EITC, as well as academic programs for which it has Board approval. The final step in this transition is for the Board to transfer the EITC campus and all personal property to CEI.

Board Policy V.I.5.b.iii requires Board approval of transfers of real property. Transfer of the EITC real property to CEI will occur through a quitclaim deed. The grantor under the quitclaim deed is the State of Idaho, acting by and through the State Board of Education, in its capacity as the Board for Career Technical Education.

The EITC campus includes Building 6, the health sciences building constructed with bonds issued by the Idaho State Building Authority (Building Authority) in 2005. As part of that transaction, EITC leased approximately 2.7 acres to the Building Authority under a Site Lease dated August 25, 2005, with the consent and approval of the State Board for Professional-Technical (now Career Technical) Education. After construction of the facilities, the Building Authority leased the completed facilities (“Facilities”) to the State of Idaho acting through the Idaho Department of Administration and EITC, with the consent of the State Board for

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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Professional-Technical Education. Repayment of the bonds is currently projected to be complete at the end of fiscal year 2024. Due to the bond obligations, the Facilities, including the real property, which is the subject of the site lease, are excluded from the quitclaim deed. It is expected that CEI will continue to use the Facilities, in the same manner as used by EITC, pursuant to a sublease between the Department of Administration and CEI. The Department of Administration has confirmed that it will continue to request the annual appropriation of funds required to repay the bonds under the terms of the Facilities Lease, as has been the case since 2005. After repayment of the bonds is complete, additional Board action will be required to transfer title to the Facilities to CEI.

Board Policy V.I.6.c states that “transfer of property from one Board institution, school or agency to another institution, school or agency under Board governance may be made without participation by the State Board of Examiners or the Department of Administration, but such transfers of property with a value greater than two hundred fifty thousand dollars (\$250,000) require prior Board approval.” All personal property owned by EITC, including computers, furniture, etc. will be transferred from EITC to CEI via the attached Educational Facility Property Agreement.

**IMPACT**

EITC will no longer exist as of July 1, 2018. Transfer of land and personal property is necessary for CEI in its operation as a community college.

**ATTACHMENTS**

Attachment 1 – Educational Facilities Property Agreement  
Attachment 2 – Quit Claim Deed

**STAFF COMMENTS**

Transfer to CEI of real and personal property used by EITC to offer career technical education is required in order for CEI to continue providing career technical education as well as academic programs in its role as a community college.

Staff recommends approval.

**BOARD ACTION**

I move to approve the quitclaim deed transferring title of the Eastern Idaho Technical College campus to the College of Eastern Idaho, except for that portion of the campus encumbered with the Building Authority Site Lease and Facilities Lease.

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

AND



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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I move to approve the execution of the Educational Facility Property Agreement documenting the parties understanding regarding the transfer of real and personal property to the College of Eastern Idaho.

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

**EDUCATION FACILITIES PROPERTY TRANSFER AGREEMENT**

THIS EDUCATIONAL FACILITIES PROPERTY TRANSFER AGREEMENT ("Agreement") is made this 30<sup>th</sup> day of June, 2018 ("Effective Date"), by and between the COLLEGE OF EASTERN IDAHO, an Idaho community college district formed pursuant to Title 33, Chapter 21, Idaho Code ("CEI"), and the STATE OF IDAHO, through the State Board of Education, in its capacity as the Board for Career Technical Education and as the Board for Eastern Idaho Technical College ("SBOE").

**RECITALS**

A. Eastern Idaho Technical College ("EITC") was established as a postsecondary technical college in 1970 under Idaho Code, Section 33-2208 and has a core mission of providing career technical education.

B. The general supervision, government and control of EITC is vested in the State Board for Career Technical Education pursuant to Idaho Code, Section 33-2209.

C. The State Board of Education is the State Board for Career Technical Education under Idaho Code, Section 33-2202.

D. The SBOE is charged with supervising all public education in Idaho under Idaho Constitution, Article IX, Section 2 and Idaho Code, Section 33-107.

E. On May 16, 2017, the voters of Bonneville County elected to form a community college district, pursuant to Idaho Code, Section 33-2104.

F. Part of the campaign to establish a community college in Bonneville County was based on the assumption that costs to form a community college district would be kept low by converting EITC into the proposed community college and using the existing EITC facilities for the operations of the new community college.

G. CEI and EITC have been jointly offering courses and academic programs from the EITC campus during the 2017 – 2018 school year pursuant to a Memorandum of Understanding dated August 16, 2017, with EITC primarily providing career technical programs and CEI primarily providing academic programs.

H. Statutory changes which will go into effect July 1, 2018 will result in the legislative dissolution of EITC.

I. Once EITC ceases to exist, CEI will offer career technical programs as well as academic programs, as is typical for Idaho's public community colleges.

J. CEI will continue its operations from the EITC campus as a community college, funded in part with State of Idaho legislative appropriations.

K. SBOE is responsible for approval of and submission of community college budget

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requests to the executive and legislative branches of government and for academic program approval at community colleges.

L. Contemporaneously herewith, the State will transfer to CEI certain real property comprising the EITC campus as more particularly described on the quitclaim deed attached as **Exhibit A** ("EITC Campus").

M. Contemporaneously herewith, the State will transfer to CEI the personal property currently owned by EITC and located on the EITC campus

N. EITC is a party to that certain Site Lease of a portion of the EITC campus dated August 25, 2005 between the Idaho State Building Authority, as lessee, and the State of Idaho acting through EITC, as lessor ("Site Lease") on which the Authority financed and constructed nursing and health education building (the "Facilities") and that certain Facilities Lease dated August 25, 2005 between the Authority, as lessee, and the State of Idaho acting through the Idaho Department of Administration ("IDOA") and EITC, as lessee, ("Facilities Lease") leasing the completed Facilities to the State for use by EITC. A copy of the Site Lease is attached as **Exhibit B**. A copy of the Facilities Lease is attached as **Exhibit C**. Title to the Facilities will not transfer to CEI until after bond repayment is complete.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and in consideration of the recitals above, which are incorporated herein, and the premises and the mutual representations, covenants, undertakings and agreements hereinafter contained, the State and CEI represent, covenant, undertake and agree as follows:

## 1. DESCRIPTION OF PROPERTY TO BE TRANSFERRED.

Subject to the terms and conditions of this Agreement, the Board agrees to divest, transfer and convey, and CEI agrees to acquire, assume and have transferred and conveyed, the real property described on the quitclaim deed attached as **Exhibit A** and all personal property currently owned by EITC and used by EITC, collectively "Property."

## 2. CONSIDERATION FOR TRANSFER.

As consideration for the transfer of the Property,

- a) CEI will assume EITC's role of providing career technical education programs as well as providing public postsecondary education, community and workforce training, and adult basic education in perpetuity;
- b) CEI will enter a Sublease with the Department of Administration, pursuant to terms set forth therein, authorizing CEI to continue leasing the Facilities during the term of the Site Lease;
- c) CEI will grant easements to the State and the Idaho State Building Authority, if requested, for access and utility services to the Site Lease parcel so the State can comply with the Site Lease;

d) CEI will assume all obligations, encumbering the EITC personal property, if any, and shall be solely responsible for all costs associated with the personal property after the Effective Date.

e) CEI will pay all costs associated with the transfer of the Property.

### **3. ADDITIONAL TERMS.**

a) Title Matters. Title to the EITC campus is transferred via a quitclaim deed. CEI expressly acknowledges that it has elected not to procure title insurance insuring that fee title is vested in the State of Idaho, SBOE and/or EITC.

b) **AS IS CONDITION, DISCLAIMER OF WARRANTIES.**

**CEI HAS OCCUPIED, WITH EITC, THE EITC CAMPUS FOR APPROXIMATELY ONE (1) YEAR MORE OR LESS, DURING WHICH PERIOD CEI HAS HAD THE OPPORTUNITY TO BECOME FULLY FAMILIAR WITH THE CONDITION AND ALL OTHER ASPECTS OF THE PROPERTY, REAL AND PERSONAL. ACCORDINGLY, CEI ACKNOWLEDGES THAT AS OF THE DATE OF EXECUTION OF THIS AGREEMENT, CEI SHALL HAVE CONDUCTED ITS OWN DUE DILIGENCE INSPECTION OF THE PROPERTY AND THAT CEI SHALL ACCEPT THE PROPERTY IN "AS IS -WHERE IS" CONDITION AND IN THE CONDITION THAT THE PROPERTY IS IN AS OF THE DATE OF THE RECORDING OF THE QUITCLAIM DEED. SBOE HAS NOT MADE AND DOES NOT MAKE ANY OTHER VERBAL OR IMPLIED PROMISES, AGREEMENTS, STIPULATIONS, REPRESENTATIONS OR WARRANTIES OF ANY CHARACTER WHATSOEVER, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND CEI IN ENTERING INTO THIS AGREEMENT IS RELYING WHOLLY UPON ITS OWN DUE DILIGENCE INSPECTION AND JUDGMENT. CEI SHALL TAKE THE REAL PROPERTY SUBJECT TO THIRD PARTY CLAIMS ARISING OUT OF OR RESULTING FROM DISCREPANCIES, ENCROACHMENTS AND OVERLAPS BETWEEN OR RESULTING FROM EXISTING PERIMETER FENCE LOCATIONS AND THE SURVEYED BOUNDARY LINES OF THE PROPERTY, IF ANY, AND/OR TO ANY STATE OF FACTS AN ACCURATE SURVEY OR INSPECTION OF THE PROPERTY WOULD SHOW. CEI AGREES THAT IT WILL HAVE ASCERTAINED, AS OF THE DATE OF RECORDING OF THE QUITCLAIM DEED, FROM SOURCES OTHER THAN SBOE, THE APPLICABLE ZONING, BUILDING, HOUSING, AND OTHER REGULATORY ORDINANCES AND LAWS AND CEI ACCEPTS THE PROPERTY WITH FULL AWARENESS OF THESE ORDINANCES AND LAWS AS THEY MAY AFFECT THE PRESENT USE OR ANY INTENDED FUTURE USE OF THE PROPERTY AND SHOE HAS MADE NO REPRESENTATIONS WITH RESPECT THERETO.**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COLLEGE OF EASTERN IDAHO

By: \_\_\_\_\_  
Rick Aman  
President

STATE OF IDAHO, acting through the IDAHO STATE BOARD OF  
EDUCATION IN ITS CAPACITY AS THE BOARD FOR CAREER TECHNICAL  
EDUCATION AND AS THE BOARD FOR EASTERN IDAHO TECHNICAL

By: \_\_\_\_\_  
Linda Clark  
President

**EXHIBIT A: QUITCLAIM DEED**

**EXHIBIT B: SITE LEASE**

## SITE LEASE

(Eastern Idaho Technical College Health Education Building)

THIS SITE LEASE is entered into as of the 25th day of August, 2005, by and between the State of Idaho acting by and through EASTERN IDAHO TECHNICAL COLLEGE, with consent and approval of THE STATE BOARD FOR PROFESSIONAL-TECHNICAL EDUCATION (hereinafter the "State"), and the IDAHO STATE BUILDING AUTHORITY (hereinafter the "Authority"). This agreement is hereinafter referred to as the "Site Lease."

## RECITALS

A. The State Board for Professional-Technical Education is vested with the general supervision, governance and control of Eastern Idaho Technical College pursuant to Idaho Code §§ 33-2209 and 33-2211. Eastern Idaho Technical College is a body politic and corporate. References to "EITC" herein shall mean Eastern Idaho Technical College and the State Board for Professional-Technical Education acting pursuant to its authority to supervise, govern and control Eastern Idaho Technical College; and,

B. The State is the owner of certain real property described in Exhibit A hereto and desires to lease such property to the Authority for the purpose of financing and developing a health and education building to be constructed thereon described on Exhibit B attached hereto (the "Facilities") to be leased to the State of Idaho, acting through the Department of Administration ("IDOA") and EITC under an annually renewable lease (the "Facilities Lease"), entered into coincidentally herewith; and,

C. In accordance with the provisions of Idaho Code, Section 67-6410(a), the Idaho Legislature, pursuant to Senate Concurrent Resolution No. 134, Second Regular Session of the Fifty-seventh Legislature, has authorized the State to enter into agreements as may be reasonable and necessary with the Authority for the purpose of providing financing to develop and construct facilities for use by the State; and,

D. The Authority intends to finance and develop the Facilities on the Premises (as hereinafter defined) and to lease the Facilities and Premises to IDOA and EITC in accordance with the Facilities Lease, entered into coincidentally herewith; and,

E. The State and the Authority acknowledge that there shall be no merger of the State's leasehold interest under the Facilities Lease and the State's ownership interest in the Premises, which merger would cause the cancellation or termination of this Site Lease; and



F. The State represents that neither the execution and delivery of this Site Lease, the consummation of the transactions contemplated by this Site Lease, nor the fulfillment of or compliance with the terms and conditions of this Site Lease conflict with or results in a breach of any terms, conditions or provisions of any restriction, agreement, or instrument to which the State is now a party or to which the State is bound.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Recitals:** The parties acknowledge the foregoing Recitals are true and are incorporated into this Site Lease as if set forth in full.

2. **Premises:** The State hereby leases to the Authority, subject to the conditions expressed herein, certain real property located in Bonneville County, Idaho, specifically described in Exhibit A attached hereto and incorporated herein together with all easements and rights appurtenant thereto and all other improvements thereon (the "Premises").

As used herein the term "Premises" refers solely to the real property and existing improvements and not to any improvements to be constructed thereon from time to time during the term of this lease.

3. **Term:** The Term of this Site Lease shall be a period commencing on the date hereof and expiring June 30, 2040, unless earlier terminated pursuant to paragraph 9 hereof.

4. **Rent:** The Premises are leased to the Authority without consideration as authorized pursuant to Idaho Code, Section 67-6421.

5. **Development:** The Authority shall have the right to raze existing improvements, and develop, acquire and construct Facilities on the portion of the Premises described on Exhibit A in accordance with the Facilities Lease. In the event the Facilities Lease expires or is terminated for any reason except by the State as provided in paragraph 9 below, the Authority may use the Premises for any lawful purpose.

6. **Permanent Easements:** At the Authority's request or as may be reasonably required, the State shall grant to public entities, public service corporations, or to the Authority such rights-of-way, utility, or other permanent easements on, over or through the Premises and adjacent property owned by the State for telephone, electricity, water, sanitary or storm sewers or both, site drainage and for other utilities and municipal or special district services necessary or appropriate to serve improvements constructed thereon by the Authority.

7. **Utility Services to Premises in Event of Expiration or Termination of the Facilities Lease:** Facilities to be constructed on the Premises by the Authority are or may be designed and constructed to use water, sewer and other utility services furnished by or through

facilities owned or operated by the State, in which event the Facilities will not be connected directly to public utility services or lines. In the event the State fails to renew the Facilities Lease or the State's rights to use of the Facilities under the Facilities Lease otherwise terminate, except termination by the State pursuant to paragraph 9 hereof, the State shall continue to provide all such utility services and all other public utility services to the Facilities and pay all costs and charges thereof. The Authority may, but shall not be required to, connect the Facilities directly to public utility services and provide such connections thereto. If such service crosses land owned by the State or third parties, the State will furnish permanent easements across such land for domestic water and sanitary sewer lines. The State shall permit, without charge therefor, continued use by the Authority of all utility services provided through the State from adjacent property until the Facilities are fully connected and serviced directly by public utilities.

8. **Right to Assign:** Subject to the rights of the State under the Facilities Lease and subject to the State's consent, which shall not be unreasonably withheld, the Authority shall have the right to assign this Site Lease. The State hereby consents to any assignment by the Authority to secure any Mortgage described in paragraph 10 hereof. In the event of such an assignment, except assignments to secure such Mortgages, the Authority shall be released from any and all liabilities arising or accruing under this Site Lease after the date of such assignment.

9. **Optional Termination:** At such time as all sums owing for any bonds or notes issued by the Authority to finance Facilities and all other obligations of the Authority relating to the Facilities or the Premises have been paid in full or provisions for such full payment have been made to the satisfaction of the Authority, the State shall have the right, at its option, to terminate this Site Lease by written notice to the Authority and all alterations, improvements, replacements and appurtenances on or to the Premises, including the Facilities, shall be deemed to be part of the Premises and shall revert to the State and shall become the sole and absolute property of the State.

10. **Mortgages:** The Authority shall have the right at any time and from time to time to pledge, lien or otherwise encumber its leasehold interest herein granted and its interest in any or all improvements thereon and appurtenances thereto by one or more mortgages, deeds of trust, assignment, or other encumbrances (herein referred to as "Mortgages"), as security for a loan or loans or other obligation of the Authority relating to the Facilities or the Premises, provided that:

(a) The Mortgages and all rights acquired thereunder shall be subject to each and all of the covenants, conditions, and restrictions set forth in this Site Lease and shall be subject to all rights and interests of the State as provided in this Site Lease and shall not encumber the State's fee title to the Premises.

(b) The Authority shall give the State prior notice of any such Mortgages, and shall accompany the notice with a true copy of such Mortgages and any indebtedness secured thereby.

11. **Indemnification:** The Authority shall indemnify and hold the State, its agents, representatives, employees and assigns, harmless from and/or against any and all claims, damages, costs, liabilities, and expenses (including reasonable attorneys' fees and defense costs) arising out of or relating to the Authority's possession, operations or performance under this Site Lease.

This indemnification does not apply to claims, damages, costs, liabilities, and expenses (including reasonable attorneys' fees and defense costs) which are or are alleged to be caused, in whole or in part by any act or omission for which the Authority is indemnified under the Facilities Lease, or by negligent or otherwise wrongful acts, errors, omissions or fault on the part of the State, or its employees, agents, representatives, or assigns, or is a result of the State's breach of this Site Lease.

12. **Hazardous/Materials:** In the event any hazardous materials are found to exist in or under the Premises prior to the date of this Site Lease in violation of any environmental laws or if any appropriate government agency or authority requires testing to determine whether any hazardous materials are in violation of any environmental laws, the State, at the State's cost and expense, shall cause such testing to be performed and shall cause any such hazardous materials to be removed, remediated or abated in compliance with all environmental laws. The State hereby agrees to indemnify, defend, and hold the Authority harmless from and against any and all claims, damages, liabilities, costs, expenses (including reasonable attorneys' fees), causes of action and judgments arising out of or related to hazardous materials existing in, or under the premises prior to the date of this Site Lease. As used herein, the term "environmental laws" shall mean the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (CERCLA) the Resource Conservation Recovery Act, as amended (RCRA), the Federal Water Pollution Control Act, the Clean Air Act and any similar local, state or federal law, rule, ordinance or regulation. As used herein, the term "hazardous materials" shall mean any hazardous substance, pollutants, contaminants, or other hazardous waste or toxic substances defined in any environmental laws including, without limitation, petroleum and petroleum products, asbestos and asbestos containing materials, PCBs and urea-formaldehyde.

The Authority shall not, nor shall it allow others to, accumulate, use, or store on the Premises materials classified as hazardous, biomedical or toxic waste except in compliance with all state, federal, or local laws, rules or regulations. The Authority shall comply with any lawful order by an entity reposed with the Authority to regulate the use, accumulation, storage or disposal of hazardous waste. The Authority shall not be responsible for any of such materials placed on the Premises by or through the State prior to or during any term of the Facilities Lease.

13. **Zoning/Building Restrictions:** This Site Lease is subject to all applicable zoning ordinances and restrictions and all limitations of record, and is subject to any and all easements for public utilities of record. The State warrants that such ordinances, restrictions, limitations and easements do not prevent the use of the Premises as provided for in the Facilities Lease.

14. **Waste and Nuisance Prohibited:** The Authority shall comply, during the term of this Site Lease, with all applicable laws affecting the Premises, the violation of which might result in any penalty assessed upon the State or forfeiture of the State's title to the Premises. The Authority shall not commit, or suffer to be committed, any waste on the Premises or improvements, or any nuisance.

15. **Remedies and Forbearance/Waivers:** No delay or omission on the part of the State or the Authority to exercise any right or power granted herein shall impair any such right or power nor shall be construed as a waiver thereof, and every such right or power may nevertheless be exercised.

16. **Officials, Agents, and Employees Not Personally Liable:** It is agreed that in no event shall any official, officer, employee or agent of the Authority, nor any official, officer, employee or agent of the State be in any way personally liable or responsible for any covenant or agreement herein contained, whether expressed or implied, nor for any statement, representation or warranty made herein or in any way connected with this Site Lease.

17. **Quiet Enjoyment:** The State covenants that the Authority shall have the peaceful and quiet enjoyment of the Premises for the term of the Site Lease.

18. **Right of Entry:** The Authority shall permit the State and the agents and employees of the State to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same, or for the purpose of posting notices of non-responsibility for alterations, additions, or repairs, without any rebate of rent and without any liability to the Authority for any loss of occupancy or quiet enjoyment of the Premises thereby occasioned; provided, however, that the State shall first give twenty four (24) hours written notice of its desire to inspect the Premises and such inspection shall be accompanied by a designated representative of the Authority. Such notice and inspection procedures shall not apply during any term of the Facilities Lease.

19. **Default:** In the event the State shall at any time deem the Authority to be in breach of this Site Lease, the State shall promptly notify the Authority, in writing, stating specifically the nature of any such alleged breach. The Authority shall not be deemed to be in default hereunder unless the Authority fails to commence to cure any such default within ninety (90) calendar days after its receipt of such written notice and to diligently proceed to cure such default within a reasonable time. In the event of default the State shall have all rights and remedies provided by law.

20. **Attorney Fees and Costs:** In the event that either party to this Site Lease shall enforce any of the provisions hereof in any action at law or in equity the prevailing party to such litigation shall be entitled to recover from the other party or parties all costs and expenses, including reasonable attorney fees, incurred therein.

21. **Integration**: This Site Lease embodies the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior understandings relating thereto. This Site Lease shall not be modified except in writing signed by all parties to be bound.

22. **Execution of Documents**: The parties agree that they shall sign or cause to be signed all documents necessary to the effectuation of this Site Lease or any of the provisions herein.

23. **Warranty of Title**: The State warrants to the Authority that it has the power and authority to enter into this Site Lease and that the execution, delivery of this Site Lease and the performance of the contractual obligations set forth herein are not in violation of any federal, state, or local statute, ordinance, rule or regulation and that no consents not already obtained are required. The State further warrants that the State has good and marketable title to Premises, free and clear of all claims, liens and encumbrances except as described in Exhibit A hereof.

24. **Notices**: All notices under this Site Lease shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the date of mailing if mailed to the party to whom notice is to be given by registered or certified United States mail, postage prepaid, and properly addressed as follows:

If to the State: Eastern Idaho Technical College  
Attn: Office of the President  
1600 S. 25<sup>th</sup> E.  
Idaho Falls, ID 83404

with copy to: Department of Administration  
Attn: Director  
Statehouse Mail  
Boise, Idaho 83720

If to the Authority: Idaho State Building Authority  
Attn: Executive Director  
Post Office Box 2802  
Boise, Idaho 83701

The addresses provided above may be changed and additional addresses or notices may be specified from time to time by notice given in writing in accordance with this Section.

25. **Binding Effect**: This Site Lease shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties.

26. **Severability**: If any term or provision of this Site Lease or the application of it to any person or entity or circumstances shall to any extent be invalid or unenforceable, the remainder of

this Site Lease or the application of such term or provision to persons, entities or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Site Lease shall be valid and shall be enforced to the extent permitted by law.

27. **Headings**: Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provisions of this Site Lease.

28. **Counterparts**: This Site Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

29. **Time of the Essence**: Time is of the essence of this Site Lease, and of each and every covenant, term, condition, and provisions thereof.

30. **Recording Copy**: Either party may, at its option and expense, record this Site Lease.

*[The remainder of this page has been intentionally left blank.]*

IN WITNESS WHEREOF, the parties have caused this Site Lease to be executed effective as of the day and year first above written.

THE STATE:

EASTERN IDAHO TECHNICAL COLLEGE

By

William A. Robertson, Its President

THE AUTHORITY:

IDAHO STATE BUILDING AUTHORITY

By

V. L. "Bud" Tracy, Its Chairman

Attest

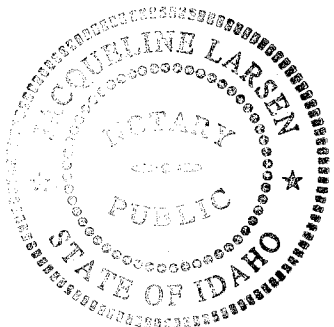
Wayne V Meuleman, Its Secretary

STATE OF IDAHO )

County of Bonneville ) ss.

On this 16 day of August, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared William A. Robertson, known or identified to me to be the President of Eastern Idaho Technical College, who acknowledged to me that [he/she] executed the within Site Lease on behalf of Eastern Idaho Technical College in his representative capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this first above written.

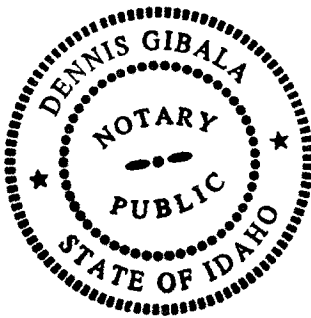


Jacquiline Larsen  
Notary Public for Idaho  
Residing at Idaho Falls  
Commission Expires: July 2008

STATE OF IDAHO     )  
                                       ) ss.  
 County of Ada         )

On this 28<sup>th</sup> day of SEPTEMBER, 2005, before me, the undersigned, a Notary Public in and for the state of Idaho, personally appeared V.L. Bud Tracy and Wayne V Meuleman, known or identified to me to be respectively the Chairman and Secretary of Idaho State Building Authority, each of whom acknowledged to me that they executed the within Site Lease on behalf of the Idaho State Building Authority in their representative capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this first above written.



Dennis Gibala  
 Notary Public for Idaho  
 Residing at Boise, Idaho  
 Commission Expires: 5/1/08

INSTRUMENT NO.	<u>1204956</u>
DATE	<u>11-04-05</u>
INST. CODE	<u>991</u>
IMAGED PGS	<u>11</u>
FEE	<u>33.00</u>
STATE OF IDAHO     ) ss	
COUNTY OF BONNEVILLE     )	
I hereby certify that the within instrument was recorded.	
Ronald Longmore, County Recorder	
By	<u>[Signature]</u>
Deputy	
Request of	<u>Skinner Sawcett</u>

PO Box 700  
Boise ID 83701 -  
0700



**EXHIBIT A**  
**SITE LEASE**

**PREMISES DESCRIPTION**

Parcel A (Building Site) – The exclusive right in and to the following described property:

Beginning at a point that is S00°16'52"W 618.33 feet along the section line and N89°43'08"W 665.93 feet from the East quarter corner of Section 21, Township 2 North, Range 38 East of the Boise Meridian Bonneville County, Idaho and running thence S00°11'28"W 388.48 feet; thence N89°45'07"W 303.39 feet; thence N00°18'44"E 388.61 feet; thence S89°43'41"E 302.57 feet to a point of beginning, containing 2.709 acres.

**AND**

Parcel B (Access Parcel) – The non-exclusive right to use the following described property for ingress and egress to Parcel A:

Beginning at a point that is S00°16'52"W 596.96 along the section line and N89°43'08"W 114.00 feet from the East quarter corner of Section 21, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho point of beginning also being on the West right of way line of Hitt road and running thence N89°43'03"W 51.85 feet to a point of a curve with a radius of 60.53 feet and a chord that bears S66°30'22"W 48.81 feet; thence to the left along said curve 50.24 feet thru a central angle of 47°33'09" to a point of a reverse curve with a radius of 5.00 feet and a chord that bears S66°30'04"W 4.03 feet; then to the right along said curve 4.15 feet thru a central angle of 47°32'32"; thence N89°43'41"W 451.72 feet; thence S00°11'28"W 28.26 feet; thence S89°43'41"E 457.93 feet to a point of a curve with a radius of 19.99 feet and a chord that bears N63°26'18"E 18.04 feet; thence to the left along said curve 18.72 feet thru a central angle of 53°40'02" to a point of a reverse curve with a radius of 32.27 feet and a chord that bears N63°26'23"E 29.14 feet; thence to the right along said curve 30.23 feet thru a central angle of 53°40'39"; thence S89°43'03"E 51.85 feet to said right of way line; thence N00°16'52"E 28.26 feet to the point of beginning.

Parcels A is subject to an option to purchase an easement to construct and operate a natural gas pipeline recorded October 1, 1957 and Parcel B is subject to two easements and right of way granted to City of Idaho Falls for construction and maintenance of a main or interceptor sewer recorded April 2, 1971 and May 14, 1971 respectively.

Parcels A and B are shown on the attached Concept Site Plan.

**EXHIBIT B**  
**SITE LEASE**

**EASTERN IDAHO TECHNICAL COLLEGE /  
HEALTH AND EDUCATION BUILDING**

This project will provide a new facility for Nursing/Health Education programs on the campus of EITC. The building will provide a full range of instructional spaces including classrooms, laboratories, preparation rooms, offices, computer laboratories, and distance education facilities.

Approximate Total Square Footage: 40,000

**EXHIBIT C: FACILITIES LEASE**

**FACILITIES LEASE**

(Eastern Idaho Technical College Health Education Building)

THIS FACILITIES LEASE, made as of the 25th day of August, 2005, between the IDAHO STATE BUILDING AUTHORITY (the "Authority"), as lessor, and the STATE OF IDAHO (the "State"), acting through the IDAHO DEPARTMENT OF ADMINISTRATION ("IDOA") and EASTERN IDAHO TECHNICAL COLLEGE ("EITC"), with the consent and approval of the STATE BOARD FOR PROFESSIONAL-TECHNICAL EDUCATION, as lessee.

**RECITALS**

A. The Authority was created by the Idaho State Building Authority Act, Title 67, Chapter 64, Idaho Code, to finance, construct, and operate facilities for the purposes set forth in the Act; and

B. The Authority is empowered by the Act, among other powers, to acquire property; to enter into agreements with the State of Idaho or any agency, board, department or commission thereof for the financing of facilities; to provide for the acquisition, development, construction, reconstruction, improvement, alteration, maintenance, operation, or repair of facilities or parts thereof; and to lease such facilities as provided by the Act; and

C. In accordance with the provisions of Idaho Code, Section 67-6410(a), the Idaho Legislature, pursuant to Senate Concurrent Resolution No. 134, Second Regular Session of the Fifty-seventh Legislature, has authorized the IDOA and EITC to enter into agreements with the Authority as may be reasonable and necessary for the purpose of providing financing and development of educational facilities (defined herein as the "Facilities"), for use by EITC; and

D. Concurrently herewith, the Authority has leased the real property described in Exhibit A pursuant to the Site Lease, as defined hereinafter, as the site for the Facilities, and hereby agrees to lease the Facilities back to the State pursuant to this Facilities Lease; and

E. The Authority intends to finance the cost of acquisition of the Facilities and related costs by the issuance of bonds, notes or other evidences of indebtedness as authorized by the Act; and

F. The State and the Authority acknowledge that there shall be no merger of the State's leasehold interest in the Facilities and its ownership interest in the real property described in Exhibit A; and

G. The State will be responsible for the design and construction of the Facilities pursuant to the terms of the Development Agreement, as hereinafter defined, and will lease the Facilities from the Authority upon the terms and conditions set forth in this Facilities Lease.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants set forth herein, the parties agree:

## ARTICLE 1 FINDINGS AND DECLARATION

**Section 1.1 Findings:** The Authority has found and declared, in accordance with Section 67-6410(c), Idaho Code, that the Facilities will be of public use and will provide a public benefit to the people of the State of Idaho.

**Section 1.2 Declaration:** The parties agree and acknowledge that the Recitals contained in this Facilities Lease are true and are incorporated into this Facilities Lease as if set forth in full. This Facilities Lease shall constitute the agreement of the Authority to provide the Facilities as required by Section 67-6410(b), Idaho Code.

## ARTICLE 2 DEFINITIONS

The terms used herein shall have the following meanings:

**Section 2.1 "Act"** shall mean Chapter 64, Title 67, Idaho Code, as it now exists and as it may hereafter be amended and supplemented.

**Section 2.2 "Administrative Costs"** shall mean the Authority's expenses (including reasonable reserves for such expenses) for real property assessments, allocable administration and general expenses of the Authority, expenses for maintenance and repairs, insurance premiums, arbitrage rebate calculation expenses, utility charges, legal, financial, architectural and engineering expenses, fees and expenses of fiduciaries under the Bond Resolution, bond insurance, guaranty and/or letter of credit fees, interest and finance charges, and any other expenses or contingencies to be paid or provided for by the Authority, all to the extent properly attributable to the Facilities and payable by the Authority. Administrative Costs shall not include any Cost of Acquisition and Construction or any provision for depreciation, amortization or similar charges or any expenses for maintenance and repairs, utility services or insurance paid for or provided by the State pursuant to this Facilities Lease.

**Section 2.3 "Annual Rent"** shall mean, with respect to the initial term of this Facilities Lease and each renewal term thereof, the Basic Rent and Additional Rent determined in accordance with Article 6 hereof due and payable by the State to the Authority with respect to the Facilities for such lease term.

**Section 2.4** "**Authority**" shall mean the Idaho State Building Authority, an independent public body corporate and politic of the State of Idaho, created by and existing under the Act.

**Section 2.5** "**Bonds**" shall mean the portion of any bond or bonds, note or notes, or other evidences of indebtedness issued by the Authority for the purpose of financing the Cost of Acquisition and Construction and bonds or notes issued to refinance all or any part thereof and any bonds or notes issued to finance any additions, modifications or replacements of the Facilities from time to time hereafter.

**Section 2.6** "**Bond Resolution**" shall mean the resolution or resolutions of the Authority, as amended and supplemented, authorizing the issuance of Bonds.

**Section 2.7** "**Code**" means the Internal Revenue Code of 1986, as amended, regulations thereunder and rulings and judicial decisions interpreting or construing the Code.

**Section 2.8** "**Cost of Acquisition and Construction**" shall mean any proper and reasonable cost, whether or not specifically mentioned herein, of the lease, development and design and construction of the Facilities and furniture, fixtures, machinery, apparatus and equipment therefore; of engineering and architectural services, designs, plans, specifications and surveys; of planning, analysis, project management, administration, inspection and similar services in connection with the Facilities; of acquisition or lease of any land or interest therein for use in connection therewith; of preparation of the sites thereof and of any land to be used in connection therewith; of any indemnity and surety bonds and insurance premiums; of allocable administrative and general expenses of the Authority; of allocable portions of legal fees, audits, fees and expenses of any trustees, depositories and paying agents, financial advisors, underwriters and others for the Bonds; of issuance of the Bonds and interest thereon and other financing charges, and of fees and expenses of other advisors and consultants necessary or appropriate in connection therewith; of the payment of any Bonds of the Authority (including any interest and redemption premiums) issued to temporarily finance the payment of any item or items of cost of the Facilities; of expenses necessary or incidental to determining the feasibility or practicability of the Facilities; and of all other reasonable expenses not specified herein as may be necessary or incidental to the development, design, construction and acquisition of the Facilities, the financing thereof, and the placing of the same in use and operation.

**Section 2.9** "**Development Agreement**" shall mean an agreement entered into between the Authority and the State whereby the State agrees to complete the design and construction of the Facilities satisfactory to the Authority and to convey ownership of the Facilities to the Authority as the design and construction progresses.

**Section 2.10** "**Facilities**" shall mean the Authority's interest in the real property described in Exhibit A attached hereto created by the Site Lease together with all easements and rights appurtenant thereto together with all improvements located thereon and improvements to be constructed thereon described in Exhibit B, together with all equipment, furniture, fixtures, improvements, and appurtenances designed, constructed or installed thereon by or for the Authority.

**Section 2.11 "Facilities Lease"** shall mean this Facilities Lease, including any amendments or supplements thereto.

**Section 2.12 "Fiscal Year"** shall mean the twelve-month period of each year beginning July 1 and ending on the following June 30.

**Section 2.13 "Site Lease"** shall mean the Site Lease entered into between the Authority and the State of Idaho acting by and through EITC coincidentally herewith, containing the terms and conditions of the lease of real property and easements, described in Exhibit A, to the Authority.

### ARTICLE 3 LEASE OF PROJECT; TERM OF LEASE

**Section 3.1 Lease of Facilities:** The Authority hereby leases the Facilities to the State for use in furtherance of the public benefit, and the State hereby leases the Facilities from the Authority on the terms and conditions set forth herein.

As affects this Facilities Lease, EITC shall have the primary responsibility to act on behalf of the State in all respects pertaining to the obligations of the State under this Facilities Lease. The State hereby authorizes EITC to act as its representative and agent in all respects pertaining to this Facilities Lease, and the State shall be fully bound by all acts, authorizations, representations and decisions of EITC, except as otherwise expressly provided in this Facilities Lease.

**Section 3.2 Term of Lease:** This Facilities Lease shall be in full force and effect from the effective date hereof. The initial term of this Facilities Lease shall extend from the effective date hereof through June 30, 2007. The State shall have the option to renew this Facilities Lease in accordance with the provisions hereof for successive terms concurrent with and equal to succeeding Fiscal Years thereafter and each such renewal of this Facilities Lease shall be deemed to be exercised, automatically and without further action by the State, unless the State shall notify the Authority in writing of its intent not to renew this Facilities Lease not later than ten (10) months prior to the expiration of any lease term; provided, however, no term of this Facilities Lease shall extend beyond the term of the Site Lease.

## ARTICLE 4 ACQUISITION, DEVELOPMENT AND FINANCING

**Section 4.1 Acquisition and Development of Facilities:** The Authority agrees to acquire real property and parking for use as the site of the Facilities by the Site Lease entered into coincidentally herewith. Pursuant to the terms of the Site Lease, the Authority will own fee title to the improvements constructed thereon as provided in the Development Agreement entered into coincidentally herewith. This Facilities Lease and the rights, title and interest of the State in this Facilities Lease and the Facilities shall be subject to the interests of the Authority in the real property and parking acquired therefor.

**Section 4.2 Financing of Facilities by the Authority:** The Authority agrees to finance the Cost of Acquisition and Construction of the Facilities by issuance of Bonds as authorized by the Act. The Authority may from time to time refinance or refund such Bonds as the Authority may deem appropriate; provided the Authority shall not refinance or refund such Bonds without the written consent of the State if to do so would increase the Basic Rent due hereunder. The Authority shall give written notice to the State of its intent to refinance or refund such Bonds.

**Section 4.3 Bond Anticipation Notes:** The Authority may issue bond anticipation notes payable from proceeds of Bonds.

## ARTICLE 5 USE OF FACILITIES

**Section 5.1 Use of Facilities:** The State agrees that the Facilities shall be used by EITC and such other institutions, departments and agencies of the State as deemed necessary or appropriate by the State. With the written consent of the Authority, which shall not be unreasonably withheld, the State may enter into agreements with other entities ("Non-State Entities") for the operation and/or maintenance of the Facilities or for the use or occupancy of portions of the Facilities by Non-State Entities upon the following conditions:

- (a) the nature and extent of the proposed agreements with Non-State Entities will not adversely affect the tax-exempt status of the Bonds; and
- (b) such proposed users or uses shall be compatible with and complimentary to the interests in and uses of the Facilities by the State; and
- (c) the nature and extent of the proposed uses of the Facilities conforms to policies relating to permitted uses of the Facilities adopted by the Board of Commissioners of the Authority.



## ARTICLE 6 RENT

**Section 6.1 Payment of Annual Rent:** In consideration of the lease of the Facilities, the State shall pay to the Authority, in advance and without any set off or deduction whatsoever, the following Annual Rent:

(1) For the period of the initial term of this Facilities Lease in the Fiscal Year ending June 30, 2007, the State shall pay no Annual Rent.

(2) For the renewal term of this Facilities Lease commencing July 1, 2007 and for each annual renewal term thereafter, the State shall, within 30 calendar days following the commencement of such renewal terms, pay in advance:

(a) As and for Basic Rent, an amount for such term which shall equal the principal installments, including sinking fund deposits, and interest payable in the corresponding Fiscal Year in accordance with the Bond Resolution with respect to the Bonds; and

(b) As and for Additional Rent as follows:

(i) the amount estimated by the Authority to be sufficient to provide the Authority with adequate monies to pay all Administrative Costs attributable to the Facilities for the applicable term of this Facilities Lease, plus

(ii) any amount payable as rebate or other sums payable with respect to the bonds and the amount, if any, of deposits to any debt service reserve account, any operating fund, and any other reserve or expense accounts required to meet all terms and conditions of the Bond Resolution. The Authority will provide to the State an estimate of Administrative Costs which shall accompany its statement for Additional Rent.

(3) Annual Rent payable for any renewal term shall not be deferred or abated because of delays in completion of the construction of the Facilities or delays in completion of any repair or replacement of damage to the Facilities.

(4) Any installment of Annual Rent which is not paid by the State on or before the due date thereof shall, from and after said due date, bear interest until paid at the highest rate per annum borne by any of the Bonds then outstanding; time being of the absolute essence of this obligation.

(5) The Authority and the State hereby agree that the Basic Rent in any lease term shall be reduced by any amounts on deposit with the Authority legally available for and allocated by the Authority to the payment of principal and interest on the Bonds, including without limitation capitalized interest deposited from the proceeds of the Bonds and funds on deposit in the debt service

account established under the Bond Resolution. Basic Rent shall be increased or decreased as appropriate to reflect the issuance by the Authority of Bonds bearing interest at variable rate and issuance of any additional Bonds issued to refinance the Facilities, in whole or in part, or any additional Bonds issued for the purposes set forth in Section 9.1 hereof or issued to finance additions, modification or replacement of the Facilities or any part thereof.

(6) Annual Rents shall be payable in lawful money of the United States of America, which shall be legal tender for public and private debts under the laws of the United States at the time of payment, provided that, upon prior written approval of the Authority, the State may transfer funds through electronic funds transfer. Payment shall be made at the office of the Authority or such other place or places as may be designated in writing by the Authority.

(7) The State and the Authority have agreed and determined that such Annual Rent represents the fair market rental value of the Facilities. In making such determination, consideration has been given to the Cost of Acquisition and Construction, and the costs of financing of the Facilities and the Administrative Costs thereof, and the uses and purposes of the Facilities which will accrue to the State and the Authority and the general public by reason of the use and occupancy thereof by the State and ownership by the Authority.

(8) The parties agree that the Annual Rent hereunder constitutes ordinary operating expense of the State within the provisions of Article VIII Section 1 of the Idaho Constitution.

**Section 6.2 Application of Rent:** The Authority covenants to use and apply Annual Rent to payment of debt service of the Bonds, Administrative Costs, deposits to required reserve accounts and other appropriate purposes pertaining to the Facilities and/or the Bonds.

## ARTICLE 7 OPERATION AND MAINTENANCE OF THE FACILITIES

**Section 7.1 Operation, Repairs, and Maintenance:** The State shall, throughout the term of this Facilities Lease and each renewal term thereof, at the State's cost and expense, keep and maintain or cause to be kept and maintained, the Facilities and all equipment, fixtures, additions and improvements thereof, in good order and condition, and shall, at the State's cost and expense, make or cause to be made all necessary repairs, renewals, and replacements with respect to the Facilities. To the extent repairs or replacements are insured under policies maintained by the Authority and insurance proceeds are paid to the Authority, the State shall be entitled to such insurance proceeds to the extent of the actual costs incurred by the State and except to the extent the insurance proceeds are required to be otherwise applied in accordance with the terms of the Bonds. Subject to Section 10.1, in the event the Facilities or any part thereof are damaged or destroyed by uninsured or partially uninsured casualty of any kind, the State shall either replace or rebuild the Facilities in equal value, or pay such sums to the Authority as may be required to fully pay and discharge the Bonds.

**Section 7.2 Utilities:** The State shall pay or cause to be paid all costs, expenses and charges for water, electricity, lights, heat, power, sewage, telephone, and other utility services, rendered or supplied upon or in connection with the Facilities during the term of this Facilities Lease and each renewal term.

**Section 7.3 Insurance:**

(1) The State shall maintain or cause to be maintained with responsible insurers or under an established program of self-insurance (as considered to be adequate by an Insurance Consultant as may be engaged by the Authority) the following kinds and amounts of insurance acceptable to the Authority with respect to all existing buildings, improvements, equipment and other property comprising any part of the Facilities and/or the use of the Facilities at all times throughout the initial term and each renewal term of this Facilities Lease:

(a) Commercial general liability insurance (CGL) and, if necessary, commercial umbrella insurance and property damage liability, and errors and omissions liability as shall afford protection to the Authority in an amount of not less than \$1,000,000 for each occurrence. The commercial general liability insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. Such insurance shall protect the Authority to the same extent as the State is protected from claims, demands, causes of actions, penalties, including costs and attorney fees, arising out of the use or occupancy of the Facilities. Upon written request of the Authority, the State will increase the amount of the CGL insurance to an amount determined by the Authority if, in the opinion of the Authority and based on local standards, the amount of the CGL insurance is not adequate.

(b) Commercial property insurance and, as applicable, course of construction insurance, in the amount of the full replacement value of the Facilities or any portion thereof, including fixtures, equipment, lessee improvements and betterments. Commercial property insurance shall, at a minimum, cover the perils insured under the ISO special causes of loss form CP 1030 and, if reasonably available, earthquake and flood insurance, debris removal, operation of building laws, extra expense, consequential loss, loss of rents and/or business interruption. Such loss of rents or business interruption insurance shall be in an amount equal to Annual Rent payable to the Authority by the State with respect to the Facilities during such time or times as the use of the Facilities may be totally or partially interrupted or the construction thereof delayed as a result of damage or destruction resulting from perils insured against pursuant to this subsection (1)(b).

(c) Worker's Compensation Insurance in the amount and in the form which the State is required by law to maintain.

(d) Any other insurance agreed to in writing by the State and the Authority.

(e) Any other insurance required by the terms and conditions of the Bonds.

(2) All insurance procured and any self-insurance plan maintained by the State shall comply with the following requirements:

(a) Each policy or policies of insurance shall be written by insurance companies authorized to do business in the state of Idaho and furnished through an insurance carrier or carriers satisfactory to the Authority or through a self-insurance plan satisfactory to the Authority and an Insurance Consultant pursuant to the Bond Resolution.

(b) True, correct and complete copies of all insurance policies or self-insurance plan and all endorsements, changes, amendments and supplemental provisions thereto shall be continually maintained by the State and shall be available for inspection and copying by the Authority at all times during the State's regular office hours.

(c) All such insurance shall provide that coverage shall not be canceled or amended except upon sixty (60) calendar days prior written notice to the Authority. The Authority shall be furnished current certificates upon the commencement of the initial term and each renewal term of this Facilities Lease showing that all such insurance fully complies with the terms of this Facilities Lease, and current certificates shall be furnished at any other time or times as may be reasonably requested.

(d) All policies of insurance obtained by and any self-insurance plan maintained by the State shall include provisions that coverage shall not be affected, reduced or waived by any inaccurate or misleading statement or information furnished by the State in obtaining such insurance nor shall insurance under such policies furnished to the Authority be reduced by any actual or alleged breach of warranties made by the State in obtaining such insurance. All liability insurance furnished by the State shall include insurance covering the obligations of the State under Article 8 of this Facilities Lease.

(3) The Authority and the State hereby release each other from any and all liability or responsibility to the other as to any person claiming through or under either by way of subrogation or otherwise for any loss or damage to property caused by any casualty insured by the above-described coverages, even if the loss is caused by the fault or negligence of the other party or by any party for whom the other party is responsible.

(4) All insurance provided to the Authority by the State pursuant to this Facilities Lease shall name the Authority as additional named insured and contain a loss payable clause providing for payment of proceeds to the Authority and the trustee of the Bonds to the extent of their interest therein, and the Annual Rent otherwise payable by the State with respect to the Facilities shall be reduced by the amount of business interruption or loss of rents insurance payments, if any, made to the Authority and/or the trustee of the Bonds.

(5) In the event the Authority is able to procure any or all of the insurance coverages herein required at a cost less than the cost incurred by the State thereof, the Authority agrees to do so and the cost thereof shall be included as Administrative Costs of the Authority. In such event the obligation of the State to provide any such insurance shall continue until the insurance coverage procured by the Authority is actually in effect. Upon the expiration or termination of any insurance procured by the Authority hereunder, the State shall immediately, without any interruption in insurance coverage, procure and maintain such coverage.

## ARTICLE 8 INDEMNITY

**Section 8.1 State's Indemnification:** The State hereby agrees to defend, protect, hold harmless and indemnify the Authority and its agents, employees, representatives, successors, and assigns, against all demands, claims, liabilities, causes of action or judgments, and all loss, expense and damage of any and every sort and kind, including, but not limited to, costs of investigations and attorneys' fees and other costs of defense, for:

- (1) injury to person or property occurring in, upon or about the Facilities or any adjacent or related real property or improvements owned, occupied or controlled by the State or any of its agencies, departments, bureaus or subgovernmental entities;
- (2) injury to person or property arising out of the use or occupancy of the Facilities or relating in any manner to operations conducted thereon;
- (3) any other premises liability relating to the Facilities;
- (4) any loss to person or property to the extent of its self-insurance, if any; and
- (5) all liability whatsoever arising out of any public or governmental activities of the State of any kind or nature whatsoever relating to the Facilities or this Facilities Lease.

Nothing in this Article 8 shall be construed as the agreement of the State to indemnify the Authority from liability for damages arising out of personal injury or damage to property caused solely and exclusively by the negligence or malfeasance of the Authority.

The obligations under this Section are deemed to be ordinary operating expenses of the State within the provisions of Article VIII Section 1 of the Idaho Constitution.

**Section 8.2 Authority's Indemnification:** The Authority hereby agrees to defend, indemnify and save the State harmless from and against any and all liability, loss, damage, cost and expense, including court costs and attorney fees of whatever nature or type, whether or not litigation is commenced, that the State may incur, by reason of any act or omission of the Authority, its employees or agents or any breach or default of the Authority in the performance of its obligations

under this Facilities Lease. The foregoing indemnity shall not apply to any injury, damage or other claim resulting solely from the act or omission of the State.

## ARTICLE 9 ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

**Section 9.1 Alterations, Additions, and Improvements:** The State shall have the right, at any time and from time to time during the term of this Facilities Lease, at the State's costs and expense, to make such, alterations, additions, expansions and improvements, to the Facilities, as the State shall deem necessary or desirable in connection with its use of the Facilities. Notwithstanding the foregoing, the State shall not make any alterations, additions, expansions or improvements which are structural or will lessen the market value of the Facilities without the prior written consent of the Authority which shall not be unreasonably withheld.

Once commenced, all alterations, additions, expansions and improvements shall be diligently pursued to completion. All such alterations, additions and improvements shall be of such character as to not reduce or otherwise adversely affect the value of the Facilities or the rental value thereof and all the costs thereof shall be promptly paid or discharged so that the Facilities shall at all times be free of liens or claims for labor and materials supplied thereto. All, alterations, additions, fixtures and permanent improvements to the Facilities shall be and become a part of the Facilities and shall become the property of the Authority.

**Section 9.2 Furniture, Fixtures, and Equipment:** The State shall maintain an inventory of all furniture, fixtures, and equipment and other tangible personal property financed or provided by the Authority as part of the Facilities and shall have the right to replace, at its expense, such tangible personal property as the State shall deem necessary or desirable in connection with its use of the Facilities. The State shall, upon request but in no event more than once per year, provide to the Authority an inventory of furniture, fixtures, and equipment in use at the Facilities provided by the Authority with the Facilities.

## ARTICLE 10 DAMAGE, DESTRUCTION, AND CONDEMNATION

**Section 10.1 Damage, Destruction, and Condemnation:** In the event of damage, destruction, or condemnation of the Facilities, or any part thereof, the net proceeds of any insurance or condemnation awards with respect to the Facilities and, to the extent necessary, the proceeds of any additional Bonds which may be issued by the Authority for such purpose pursuant to the terms and conditions of the Bonds, shall be used and applied by the Authority in accordance with the terms of the Bonds to repair, restore, rebuild, or replace the Facilities; provided, however, that, in the event of total or substantial destruction or condemnation of the Facilities or in the event that the aforesaid insurance proceeds, condemnation awards, and proceeds of Bonds are not sufficient to repair, restore, rebuild, or replace the Facilities, the Authority may elect not to repair, restore, rebuild, or replace the Facilities, in which case the net proceeds of all insurance and condemnation awards, together with all

other available funds, shall be applied in accordance with the terms of the Bonds. Any such repair, restoration, rebuilding, or replacement of the Facilities may be in accordance with such different design, plans, and specifications approved by the State as will or may provide facilities of the same or different nature or use, so long as any such change therein or thereof shall not reduce or otherwise adversely affect the value of the Facilities or the rental value thereof. In consideration of the Authority proceeding with the repair, restoration, rebuilding, or replacement of the Facilities as above provided, the State shall continue to pay the Annual Rent due under this Facilities Lease, except to the extent the Authority actually receives proceeds of business interruption or loss of rents insurance described in Section 7.3 hereof.

## ARTICLE 11 PARTICULAR COVENANTS

**Section 11.1 Compliance with Laws and Regulations:** The State shall, at its own cost and expense, promptly comply with, or cause to be complied with, all applicable laws and ordinances, rules, regulations and other governmental requirements, whether or not the same require structural repairs or alterations, which may be applicable to the State, the Facilities or the use or manner of use of the Facilities. The State shall also observe and comply with the requirements of all policies and arrangements of insurance at any time in force with respect to the Facilities.

**Section 11.2 Covenant Against Waste:** The State covenants not to do or suffer or permit to exist any hazardous materials, contamination, waste, damage, disfigurement or injury to, or public or private nuisance, in or upon the Facilities in violation of any State of Idaho or federal laws or regulations and agrees to pay all costs, changes, penalties or any other expense reasonably incurred or to be incurred to remove, restore or reclaim the Facilities or premises thereof.

**Section 11.3 Right of Inspection:** The State covenants and agrees to permit the Authority and the authorized agents and representatives of the Authority to enter the Facilities at reasonable times during usual business hours for the purpose of inspecting the same, subject to reasonable security requirements and procedures of the State.

**Section 11.4 Condition of Facilities:** The Authority makes no representation regarding the condition of the Facilities or real property underlying or adjacent thereto and the Authority shall not be liable for any latent or patent defects therein.

**Section 11.5 Assignment and Subletting:** The State shall not assign or mortgage this Facilities Lease or any right hereunder or interest herein and shall not sublease the Facilities or any portion thereof, without prior written consent of the Authority (which consent may be granted or withheld by the executive director of the Authority); provided, that in no event shall the State assign this Facilities Lease or any right hereunder or interest herein or sublease the Facilities or any portion thereof unless the State shall continue to remain liable for the performance of all the terms, covenants, and conditions contained in this Facilities Lease and unless the proposed assignee or sublessee shall agree, in writing, to be bound by all of the terms, covenants, and agreements

contained in this Facilities Lease and all other agreements related thereto. The Authority agrees that it will not unreasonably withhold its consent to any such assignment or subleasing.

**Section 11.6 Covenant of Quiet Enjoyment:** The Authority covenants that it has full right and lawful authority to enter into this Facilities Lease and that, so long as the State shall pay the Annual Rent and shall duly observe all of its covenants and agreements in this Facilities Lease, the State shall have, hold, and enjoy, during the initial term of this Facilities Lease and each renewal term thereof, peaceful, quiet, and undisputed possession of the Facilities. No defect, encumbrance, cloud, lease, restriction or other matter affecting title to the land on which the Facilities shall be developed existing at the time the land is acquired or leased to the Authority or to which this Facilities Lease is subrogated to shall constitute a breach of this Facilities Lease by the Authority.

**Section 11.7 Tax Covenant:** The State covenants for the benefit of the holders of the Bonds and the Authority that during the term of this Facilities Lease, that no action shall be taken or omitted with respect to the Bonds, the proceeds thereof, any other funds of the State or any Facilities financed or refinanced with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Code, (ii) would cause the Bonds to become "specified private activity bonds" with the meaning of Section 57(a)(5)(C) of the Code, (iii) would cause interest of the Bonds to lose its exclusion from Idaho taxable income under present Idaho law, or (iv) would otherwise violate the conditions and representations set forth in the Tax Certificate delivered at the closing of the Bonds. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bonds until the date on which all obligations of the Authority in fulfilling the above covenant under the Code have been met.

## ARTICLE 12 DEFAULT

**Section 12.1 Events of Default:** The following shall be events of default under this Facilities Lease:

- (1) Failure by the State to pay the Annual Rent as the same shall become due, or
- (2) Failure by the State or anyone contracting with the State to observe and perform any other covenant, condition, or agreement to be observed or performed under this Facilities Lease for a period of 90 calendar days after written notice, specifying such failure and requesting that it be remedied, given to the State by the Authority or trustee of the Bonds, unless the Authority or trustee shall agree in writing to an extension of such time prior to its expiration.



**Section 12.2 Remedies:** Whenever any event of default referred to in Section 12.1 hereof shall occur, the Authority may take any one or more of the following remedial steps:

- (1) Declare all Annual Rent payable for the applicable lease term then in effect to be immediately due and payable, together with applicable interest thereon.
- (2) Re-enter and take possession of the Facilities, exclude the State from possession thereof, and terminate this Facilities Lease.
- (3) Take such action at law or in equity as may appear necessary or desirable to collect all sums due and thereafter to become due, or to enforce performance and observation of any obligation, agreement, or covenant of the State under this Facilities Lease.

**Section 12.3 Remedies Not Exclusive:** No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Facilities Lease, or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In the exercise of any remedy reserved to the Authority in this Article 12, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

## ARTICLE 13 SURRENDER OF FACILITIES

**Section 13.1 Surrender of Facilities:** In the event that the State elects not to renew or extend the term of this Facilities Lease or this Facilities Lease is otherwise terminated, the State shall immediately quit and surrender the Facilities to the Authority in the same condition in which it existed at the date the construction of all Facilities was completed by the Authority, subject to any alterations, additions, expansions or improvements made in accordance with Section 9.1 hereof, ordinary wear and tear excepted.

## ARTICLE 14 LIMITATION ON OBLIGATIONS

**Section 14.1 Obligations of Authority and State:** Notwithstanding any other provisions of this Facilities Lease, no obligation assumed by or imposed upon the Authority by this Facilities Lease shall require the performance of any act by the Authority except to the extent, if any, that the cost and expense of such performance may be paid from the proceeds of the Bonds issued by the Authority or from other funds legally available to the Authority to meet the cost and expense of such performance, and no obligation assumed by or imposed upon the State by this Facilities Lease shall require the performance of any act by the State, including, but not limited to, the payment of Annual

Rent, except to the extent that funds may be available for such performance or payment from State general appropriations or other funds legally available therefor. This Facilities Lease shall not be construed as obligating the Legislature of the State of Idaho to make future appropriations for the payment of Annual Rent or the performance of any other obligations under this Facilities Lease beyond the initial rental term or for any renewal term hereof. In the event that appropriated funds are not legally available for payment of Annual Rent or other obligations hereunder for any term, then this Facilities Lease shall be terminated. The liability of the State for payment of Annual Rent as it becomes due shall be in consideration of the right of the State, whether or not exercised, to occupy and/or use the Facilities for the then-current lease term.

## ARTICLE 15 MISCELLANEOUS

**Section 15.1 Pledge of Rent, Proceeds, and Lease:** It is expressly understood and agreed by the parties hereto that the Authority has the right to pledge and assign the Annual Rent, all proceeds receivable by the Authority from any sale of the Facilities, and its rights and interest under this Facilities Lease to secure: (i) the payment of the principal of and the interest on and redemption premium, if any, on the Bonds; and (ii) other obligations of the Authority under the terms and conditions of the Bonds.

**Section 15.2 Notices:** All notices or other communications hereunder shall be sufficiently given and shall be deemed given on the second business day following the day on which the same are mailed by certified mail, postage prepaid, addressed as follows:

(1) If to the State:

Idaho Department of Administration  
Attn: Director  
Statehouse Mail  
Boise, Idaho 83720

AND

Eastern Idaho Technical College  
Attn: Office of the President  
1600 S. 25<sup>th</sup> E.  
Idaho Falls, Idaho 83404

(2) If to the Authority:

Idaho State Building Authority  
Attn: Executive Director  
Post Office Box 2802  
Boise, Idaho 83701

The State or the Authority may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent. Notice may be also given by personal delivery of a written notice.

**Section 15.3 Severability:** If any term or provision of this Facilities Lease or the application of it to any person, entity or circumstance shall to any extent be invalid or unenforceable, the remainder of this Facilities Lease or the application of such term or provision to persons, entities or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Facilities Lease shall be valid and shall be enforced to the extent permitted by law.

**Section 15.4 Attorney Fees:** In the event any party to this Agreement is required to initiate or defend litigation with respect to the terms hereof or to enforce any of its rights hereunder, the prevailing party in such litigation shall be entitled to reasonable attorney's fees incurred in such litigation, including all discovery costs and costs of expert witnesses, together with all reasonable litigation expenses.

**Section 15.5 Headings:** The article and section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Facilities Lease.

**Section 15.6 Counterparts:** This Facilities Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 15.7 Amendments:** The Authority and the State shall not, without the written consent of the trustee of the Bonds or other legally-authorized representative of the interests of the owners of the Bonds, consent or agree to or permit any rescission of or amendment to or otherwise take any action under or in connection with this Facilities Lease which will reduce the payments required to be made by the State hereunder during the initial term or any renewal term hereof, or which will in any manner materially impair or adversely affect the rights of the Authority hereunder, and any action by the Authority or the State in violation of this covenant shall be null and void as to the Authority and the State. Furthermore, any voluntary amendment, modification or termination of this Facilities Lease shall require the written consent of all parties to this Facilities Lease.

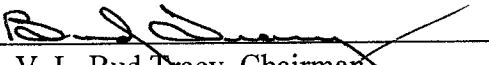
**Section 15.8 Effective Date:** This Facilities Lease shall be effective as of the date stated above upon its execution.

*[The remainder of this page has been intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereunto have caused this Facilities Lease to be executed as of the day and year first hereinabove set forth.

**AUTHORITY:**

IDAHO STATE BUILDING AUTHORITY

By:   
V. L. Bud Tracy, Chairman

Dated: 8-25, 2005


**ATTEST:**

By:   
Wayne V Meuleman, Secretary

**STATE:**

STATE OF IDAHO, by and through

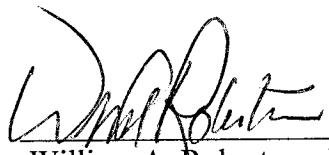
IDAHO DEPARTMENT OF ADMINISTRATION

By:   
Pamela I. Ahrens, Director

Dated: 8/23, 2005

**EITC:**

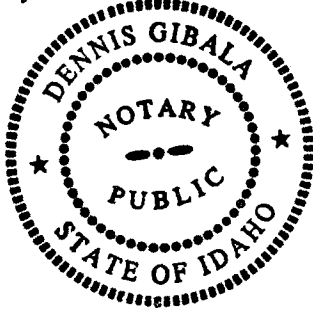
EASTERN IDAHO TECHNICAL COLLEGE

By:   
William A. Robertson, President

STATE OF IDAHO    )  
                               ) ss.  
 County of Ada        )

On this 28<sup>th</sup> day of SEPTEMBER, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared V.L. Bud Tracy and Wayne V Meuleman, known or identified to me to be respectively the Chairman and Secretary, respectively, of the IDAHO STATE BUILDING AUTHORITY, each of whom acknowledged to me that they executed the within Facilities Lease on behalf of the Idaho State Building Authority in their representative capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

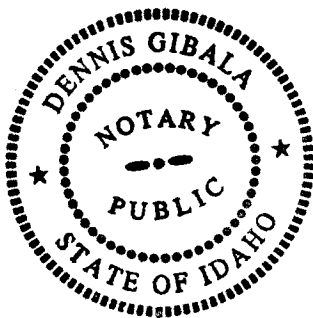


Dennis Gibala  
 Notary Public for the State of Idaho  
 Residing at BOISE  
 My commission expires 5/1/08

STATE OF IDAHO    )  
                               ) ss.  
 County of Ada        )

On this 23<sup>RD</sup> day of AUGUST, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Pamela I. Ahrens, known or identified to me to be the Director of the IDAHO DEPARTMENT OF ADMINISTRATION of the STATE OF IDAHO, who acknowledged to me that she executed the within Facilities Lease on behalf of the State in her representative capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

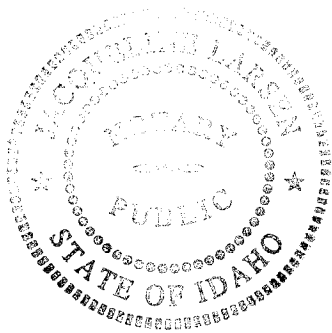


Dennis Gibala  
 Notary Public for the State of Idaho  
 Residing at BOISE  
 My commission expires 5/1/08

STATE OF IDAHO                    )  
   ) ss.  
 County of Bonnerville        )

On this 16 day of August, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared William A. Robertson, known or identified to me to be the President of EASTERN IDAHO TECHNICAL COLLEGE, who acknowledged to me that he executed the within Facilities Lease in his representative capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Jacqueline Larsen  
 Notary Public for the State of Idaho  
 Residing at Idaho Falls  
 My commission expires July 2008

**EXHIBIT A**  
**FACILITIES LEASE**

**PREMISES DESCRIPTION**

Parcel A (Building Site) – The exclusive right in and to the following described property:

Beginning at a point that is S00°16'52"W 618.33 feet along the section line and N89°43'08"W 665.93 feet from the East quarter corner of Section 21, Township 2 North, Range 38 East of the Boise Meridian Bonneville County, Idaho and running thence S00°11'28"W 388.48 feet; thence N89°45'07"W 303.39 feet; thence N00°18'44"E 388.61 feet; thence S89°43'41"E 302.57 feet to a point of beginning, containing 2.709 acres.

**AND**

Parcel B (Access Parcel) – The non-exclusive right to use the following described property for ingress and egress to Parcel A:

Beginning at a point that is S00°16'52"W 596.96 along the section line and N89°43'08"W 114.00 feet from the East quarter corner of Section 21, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho point of beginning also being on the West right of way line of Hitt road and running thence N89°43'03"W 51.85 feet to a point of a curve with a radius of 60.53 feet and a chord that bears S66°30'22"W 48.81 feet; thence to the left along said curve 50.24 feet thru a central angle of 47°33'09" to a point of a reverse curve with a radius of 5.00 feet and a chord that bears S66°30'04"W 4.03 feet; then to the right along said curve 4.15 feet thru a central angle of 47°32'32"; thence N89°43'41"W 451.72 feet; thence S00°11'28"W 28.26 feet; thence S89°43'41"E 457.93 feet to a point of a curve with a radius of 19.99 feet and a chord that bears N63°26'18"E 18.04 feet; thence to the left along said curve 18.72 feet thru a central angle of 53°40'02" to a point of a reverse curve with a radius of 32.27 feet and a chord that bears N63°26'23"E 29.14 feet; thence to the right along said curve 30.23 feet thru a central angle of 53°40'39"; thence S89°43'03"E 51.85 feet to said right of way line; thence N00°16'52"E 28.26 feet to the point of beginning.

Parcels A is subject to an option to purchase an easement to construct and operate a natural gas pipeline recorded October 1, 1957 and Parcel B is subject to two easements and right of way granted to City of Idaho Falls for construction and maintenance of a main or interceptor sewer recorded April 2, 1971 and May 14, 1971 respectively.

Parcels A and B are shown on the attached Concept Site Plan.

**EXHIBIT B**  
**FACILITIES LEASE**

**EASTERN IDAHO TECHNICAL COLLEGE /  
HEALTH AND EDUCATION BUILDING**

This project will provide a new facility for Nursing/Health Education programs on the campus of EITC. The building will provide a full range of instructional spaces including classrooms, laboratories, preparation rooms, offices, computer laboratories, and distance education facilities.

Approximate Total Square Footage: 40,000



QUITCLAIM DEED

FOR VALUABLE CONSIDERATION RECEIVED, the STATE OF IDAHO, acting by and through the STATE BOARD OF EDUCATION, acting in its capacity as the BOARD FOR CAREER TECHNICAL EDUCATION, the Grantor, does hereby REMISE, RELEASE and forever QUITCLAIM, unto the COLLEGE OF EASTERN IDAHO, the Grantee, whose current address is 1600 S. 25<sup>th</sup> East, Idaho Falls, ID 83404, all of Grantor's right, title and interest in and to the following described property, to-wit:

**SEE EXHIBIT "A" attached hereto and incorporated by this reference**

SUBJECT TO all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show and to the restriction on Grantee's use of the Property as set forth herein.

SUBJECT FURTHER TO the Site Lease recorded November 4, 2005 as Instrument Number 1204956, records of Bonneville County, Idaho.

SUBJECT FURTHER TO the right of the State of Idaho to reserve easements for access and utility services, as it determines necessary as required by the Site Lease recorded November 4, 2005 as Instrument Number 1204956, records of Bonneville County, Idaho.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the property herein as described as well in law as in equity.

In construing this Deed and where the context so requires, the singular includes the plural and the masculine, the feminine and neuter.

IN WITNESS WHEREOF, the Grantor has hereunto subscribed its name to this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

GRANTOR:

STATE OF IDAHO, acting by and through  
the IDAHO STATE BOARD OF EDUCATION in its  
capacity as the BOARD FOR CAREER TECHNICAL  
EDUCATION

By: \_\_\_\_\_  
Dr. Linda Clark  
Board President

STATE OF IDAHO    )  
                                  ) ss.  
County of Ada        )

ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me,  
\_\_\_\_\_, a Notary Public in and for said State, personally appeared Dr.  
Linda Clark, known or identified to me to be the President of the Idaho State Board of  
Education and an authorized representative of the State of Idaho by and through the Idaho  
State Board of Education, in its capacity as the Board of Career Technical Education, and  
acknowledged to me that she executed the same on behalf of the State of Idaho by and  
through the Idaho State Board of Education, in its capacity as the Board of Career  
Technical Education.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my  
official seal the day and year in this certificate first-above written.

S  
E  
A  
L

\_\_\_\_\_  
Notary Public for Idaho  
Residing at:  
My Commission Expires:

**Exhibit A to Quitclaim Deed****TRACT 1:**

A tract of land located within the SE1/4 Section 21 T.2N., R. 38E. B.M. Bonneville County, Idaho

COMMENCING at the East Quarter Corner of Section 21;  
Thence N 89° 00' 26" W 114.01 feet along the north line of the SE1/4 of Section 21 to the TRUE POINT OF BEGINNING;

Thence, S 00° 17' 14" W 2156.79 feet along the west right-of-way line of 25<sup>th</sup> East (Hitt Road) to the north corner of Parcel 2A Instrument No. 1533911, recorded in the Office of the Clerk, Bonneville County, Idaho;

Thence, S 08° 59' 59" W 66.05 feet along the west line of said Parcel 2A;

Thence, S 08° 59' 59" W 3.47 feet continuing along said west line of Parcel 2A;

Thence, S 00° 17' 12" W 325.70 feet along said west line;

Thence, S 42° 03' 07" W 33.67 feet along the northwesterly line of said Parcel 2A;

Thence, S 86° 19' 40" W 55.60 feet along the north line of said Parcel 2A;

Thence, N 87° 56' 20" W 220.27 feet along said north line;

Thence, S 88° 16' 06" W 67.29 feet along said north line to a point intersecting the east line of the First Amended Plat of the Ashment Addition Div. 4;

Thence, N 00° 22' 21" E 575.79 feet along said east line;

Thence, N 87° 54' 05" W 494.98 feet along the north line of the First Amended Plat of the Ashment Div. 4 to the southeast corner of Lot 5 Block 1 of the Autumn Addition Div. 1;

Thence, N 00° 05' 18" W 212.09 feet along the east line of the Autumn Addition Div. 1;

Thence, S 89° 54' 44" W 135.00 feet to the east right-of-way line of Ashment Avenue;

Thence, N 00° 05' 18" W 285.00 feet along said east right-of-way;

Thence, N 89° 54' 42" E 135.00 feet;

Thence, N 00° 05' 18" W 236.50 feet;

Thence, S 89° 54' 42" W 135.00 feet to a point on the east right-of-way line of Ashment Avenue;

Thence, N 00° 05' 18" W 285.00 feet along said east right-of-way line, to the beginning of a curve turning to the left,

with a central angle of 56° 14' 54", a radius of 245.15 feet,  
and whose chord bears N 28° 12' 43" W 231.12 feet;  
Thence, N 56° 20' 15" W 42.16 feet;  
Thence N 00° 05' 18" W 754.61 feet along the east line of  
Chelsea Court to a point on the north line of the SE1/4 of  
Section 21;  
Thence, S 89° 00' 26" E 1161.90 feet along said north line to  
the TRUE POINT OF BEGINNING.

Said Tract Contains 52.62 acres more or less.

**TRACT 2:**

A tract of land located within the SW1/4 Section 22 T.2N.,  
R. 38E. B.M. Bonneville County, Idaho

COMMENCING at the Section Corner common to Sections  
21, 22, 27, 28;  
Thence N 00° 17' 14" E 471.02 feet along the Section Line  
common to Sections 21 & 22 to the TRUE POINT OF  
BEGINNING;  
Thence, N 00° 17' 14" E 1339.33 feet continuing along said  
section line to the intersection of Lot 5, Sand Creek Place  
Addition Div. 1;  
Thence, S 45° 59' 38" E 116.02 feet along the south line of  
said Lot 5;  
Thence, S 02° 54' 03" E 34.20 feet along the west line of Lot  
5 to the southwest corner of Lot 5;  
Thence, S 03° 16' 33" E 335.54 feet;  
Thence, S 01° 35' 33" E 411.25 feet;  
Thence, S 00° 33' 35" E 230.81 feet;  
Thence, S 11° 52' 33" E 81.92 feet;  
Thence, S 37° 18' 23" W 81.00 feet;  
Thence, S 00° 17' 14" W 104.00 feet;  
Thence N 89° 25' 42" W 92.00 feet to the TRUE POINT OF  
BEGINNING.

Said tract contains 3.23 acres more or less.

**EXCEPTING THEREFROM, the following property, which is the subject of the Site Lease recorded November 4, 2005 as Instrument Number 1204956, records of Bonneville County, Idaho:**

Beginning at a point that is S00°16'52"W 618.33 feet along the section line and N89°43'08"W 665.93 feet from the East quarter corner of Section 21, Township 2 North, Range 38 East of the Boise Meridian Bonneville County, Idaho and running thence S00°11'28"W 388.48 feet; thence N89°45'07"W 303.39 feet; thence N00°18'44"E 388.61 feet; thence S89°43'41"E 302.57 feet to a point of beginning, containing 2.709 acres.

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS  
JUNE 21, 2018**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>COLLEGE OF SOUTHERN IDAHO-BACHELOR OF ARTS IN EDUCATION</b>	Motion to Approve
<b>2</b>	<b>COLLEGE OF SOUTHERN IDAHO - BACHELOR OF APPLIED SCIENCE, ADVANCED FOOD TECHNOLOGY</b>	Motion to Approve
<b>3</b>	<b>BOARD POLICY III.C. GRADUATE MEDICAL EDUCATION – FIRST READING</b>	Motion to Approve
<b>4</b>	<b>BOARD POLICY III.E. CERTIFICATES AND DEGREES – FIRST READING</b>	Motion to Approve
<b>5</b>	<b>BOARD POLICY III.Y. ADVANCED OPPORTUNITIES – FIRST READING</b>	Motion to Approve
<b>6</b>	<b>BOARD POLICY III.Z. PLANNING AND DELIVERY OF POSTSECONDARY PROGRAMS - FIRST READING</b>	Motion to Approve

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**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS**  
**JUNE 21, 2018**

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**COLLEGE OF SOUTHERN IDAHO**

**SUBJECT**

Bachelor of Arts in Education

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section III.G  
Section 33-107(8) and Section 33-2107A, Idaho Code

**ALIGNMENT WITH STRATEGIC PLAN**

The proposed Bachelor of Arts in Education aligns with the State Board of Education's Idaho K-20 Public Education Strategic Plan for FY2019 through 2024. There is strong evidence from the field that many of our students are place-bound and have limited financial resources. According to the College of Southern Idaho's Office of Institutional Research, 61.4 percent of our students qualify for a Pell grant.

*"Place still matters; in fact, the majority -57.4 percent- of incoming freshman attending public four-year colleges enroll within 50 miles from their permanent home."* Education Deserts: The Continued Significance of "Place" in the Twenty-First Century

Goal 2 (Educational Attainment), Objective C (Access). The proposed Bachelor of Arts in Education is accessible to all Idaho students but particularly benefits the students in Region IV who may be place-bound and need **access** to affordable tuition. The proposed degree allows for **re-integration of adult learners, including veterans**, into the education system because of the **shortened time to completion** (3 years), **affordable tuition**, and the ability to remain close to home and family.

Goal 2 (Educational Attainment), Objective A (Workforce Alignment). Teacher education is a workforce initiative, and Region IV has experienced multi-year and severe teacher shortages (2017 Teacher Pipeline Report). In this regard, teacher preparation at the baccalaureate degree level responds specifically to the community college mission to train the workforce in a critical area.

**BACKGROUND/DISCUSSION**

The College of Southern Idaho (CSI) is responding to a workforce need in its area of service, Region IV. The 2017 Teacher Pipeline Report demonstrates the circumstances existing in Region IV regarding a teacher shortage. All traditional education programs in the state, combined, produce an average of 846 completers per year who qualify for Idaho teacher certification. Based upon the growth in our region combined with the average attrition rate, Region IV has a need for 370 teachers annually or 44% of the total number of teachers produced across Idaho. Over the last five years, CSI has graduated 283 Associate of Arts in Education with only 49 completing a Bachelor's degree (2017 Teacher Pipeline Report). The impact to the school districts in Region IV is crippling. According to the 2017 Teacher Pipeline Report 42.56% of Region IV



**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS**  
**JUNE 21, 2018**

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schools fell into the categories of “Could not fill all vacancies and had to or anticipate having to hire non-certified staff,” the highest percentage in the state. There are prompts from stakeholders, school districts, legislators, superintendents, and students within our region, all asking CSI to deliver a baccalaureate degree in education. On March 21, 2018, the Region IV Idaho School Superintendents Association voted unanimously to support CSI efforts to develop a Bachelor of Arts in Education. The letters of request for service and support can be viewed on pages 26-32 of the program proposal (Attachment 1).

In some cases, the geography and demographics of the region can lead to difficulty for the four-year Idaho colleges and universities to respond with a physical presence in the Magic Valley. The proposed Bachelor of Arts in Education is accessible to all Idaho students but particularly benefits the students in Region IV who may be place-bound and need access to affordable tuition. The proposed degree allows for re-integration of adult learners, including veterans, into the education system because of the shortened time to completion (3 years), affordable tuition, and the ability to remain close to home and family.

Overlaying this unique proposal are two matters. One is Board policy regarding service regions, and the second is the fact that this is a break with Idaho's practice of community college's offering only two-year degrees and certificates; CSI's proposal would be the first community college baccalaureate degree offered in Idaho.

In the first case, while authorized in Section 33-2107A, Idaho Code, it predates subsequent Board Policy III.Z (specifically III.Z.2.b.ii.1 regarding Academic Service Regions). Per III.Z, ISU is currently the Designated Institution to offer undergraduate degrees in Region IV. However, Region IV's teacher shortage crisis may indicate that ISU programs have not adequately fulfilled that mission. In the second case, the community college baccalaureate degree is not new nationally with over 20 states offering such degrees, but it would be new to Idaho.

CSI's proposal is a departure from existing teacher education programs at the public four-year schools in Idaho and is designed to operate at no additional cost to the state. Students would pay up to 20% less than current programs at the four-year institutions. The proposal is focused on teacher education as a workforce need in Region IV, CSI's service region. It is an attempt to redefine teacher preparation with a low-cost, quality, apprenticeship model that can be completed in three years. It is designed specifically in collaboration with Region IV school districts, all of which are classified as rural, and which are the most dramatically understaffed with qualified teachers in Idaho.

**IMPACT**

The impact to the school districts in Region IV would be significant in addressing the teacher shortage. The proposed model is one of shortened time to completion (3 years of fall, spring, summer) at an affordable cost (projected at up to 20% less

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS**  
**JUNE 21, 2018**

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than Idaho public institution costs) including the possibility of articulated paid apprenticeship options with school districts designed to defray educational costs. This will also enhance credit-bearing practical training for students. The proposal addresses place-bound learners and encourages regional students to stay and learn. In this way, the proposal also seeks to encourage program completers to work in rural schools where the need is great.

**ATTACHMENTS**

Attachment 1 – Proposal - Bachelor of Arts in Education  
Attachment 2 – Fact Summary

Page 1  
Page

**STAFF COMMENTS AND RECOMMENDATIONS**

The proposed Bachelor of Arts in Education is listed in CSI's draft Three-Year Plan, which is scheduled for approval at the Board's August meeting with a proposed implementation date of Fall 2019. As provided in Board Policy III.Z, no institution maintains statewide program responsibility for education programs. Each institution has a service region program responsibility consistent with Board Policy III.Z to assess and ensure the delivery of all educational programs and services necessary to meet the educational and workforce needs within its assigned service region. Currently, community colleges are not included in the Academic Service Regions for the responsibility of offering undergraduate (baccalaureate) degrees. Proposed amendments in Board Policy III.Z will be considered by the Board at the June meeting to include community colleges as sharing responsibility in the Academic Service Regions alongside four-year institutions in order to meet undergraduate program needs.

CSI has identified a need in Region IV for teacher educator programs, specifically a BA in Education focusing on elementary education. Currently, Idaho State University offers a BA and BS in Elementary Education through a combination of online and traditional classroom delivery in Region IV, which is currently ISU's service region responsibility for undergraduate program delivery.

Institution	Program	CIP Code	Degree	Location	Regional/ Statewide Responsibility	Method of Delivery
CSI	Education, Elementary	13.1202	AA	CSI Campus	Regional	Traditional with some portion avail online and/or online exclusively
ISU	Elementary Education	13.1202	BA, BS	CSI Campus	Regional	Hybrid
ISU	Education, General (Elementary Ed.)	13.1202	M Ed Emp.	CSI Campus	Regional	Hybrid

The proposal completed the program review process and was shared with the Council on Academic Affairs and Programs (CAAP) on May 24, 2018; with the Committee on Instruction, Research, and Student Affairs (IRSA) on June 7, 2018.

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS**  
**JUNE 21, 2018**

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Staff recommends the Board consider the workforce needs demonstrated in the proposal, and address how this may best be met either exclusively through the College of Southern Idaho or in a strengthened delivery model shared in partnership with Idaho State University. The Board should offer careful consideration of the proposal as it will help define the mission scope envisioned for community colleges. Staff will evaluate and update Board Policy III.Z as needed so as to ensure it conforms with the role and responsibility the Board intends for state community colleges to serve.

**BOARD ACTION**

I move to approve the request by College of Southern Idaho to create a new program that will award a Bachelor of Arts in Education in substantial conformance to the program proposal submitted as Attachment 1.

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

**Idaho State Board of Education**  
**Proposal for Undergraduate/Graduate Degree Program**

Date of Proposal Submission:	April 9, 2018
Institution Submitting Proposal:	College of Southern Idaho
Name of College, School, or Division:	College of Southern Idaho
Name of Department(s) or Area(s):	Education

**Program Identification for Proposed New or Modified Program:**

Program Title:	Bachelors of Arts – Education				
Degree:		Degree Designation	<input checked="" type="checkbox"/>	Undergraduate	<input type="checkbox"/> Graduate
Indicate if Online Program:	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/>	No	
CIP code (consult IR /Registrar):					
Proposed Starting Date:	Fall 2019				
Geographical Delivery:	Location(s)	CSI Service Area	Region(s)	4	
Indicate (X) if the program is/has:	<input checked="" type="checkbox"/> Self-Support			<input type="checkbox"/> Professional Fee	
Indicate (X) if the program is:	<input type="checkbox"/> Regional Responsibility			<input type="checkbox"/> Statewide Responsibility	

**Indicate whether this request is either of the following:**

- ☒ New Degree Program
- ☐ Undergraduate/Graduate Certificates (30 credits or more)
- ☐ Expansion of Existing Program
- ☐ Consolidation of Existing Program
- ☐ New Off-Campus Instructional Program
- ☐ Other (i.e., Contract Program/Collaborative)

Andy Bond 4/10/18  
College Dean (Institution) Date

\_\_\_\_\_  
Vice President for Research (Institution; as applicable) Date

\_\_\_\_\_  
Graduate Dean or other official (Institution; as applicable) Date

\_\_\_\_\_  
Academic Affairs Program Manager, OSBE Date

Jeffrey M. Hume 4-10-18  
FVP/Chief Fiscal Officer (Institution) Date

\_\_\_\_\_  
Chief Academic Officer, OSBE Date

Toll Swaz 4.9.18  
Provost/VP for Instruction (Institution) Date

\_\_\_\_\_  
SBOE/Executive Director Approval Date

[Signature] 4/10/18  
President Date

**Before completing this form, refer to Board Policy Section III.G., Postsecondary Program Approval and Discontinuance.** This proposal form must be completed for the creation of each new program. All questions must be answered.

### **Rationale for Creation or Modification of the Program**

- 1. Describe the request and give an overview of the changes that will result.** Will this program be related or tied to other programs on campus? Identify any existing program that this program will replace.

This will be a new program, building upon CSI's current Associate's Degree in Education that has been in place for over three decades. There will also be program coherence and overlap as CSI launches the SBOE-approved "Mastery-Based Pathway to Teaching" which will prepare Content Specialists and provide Alternative Authorization to Certification. CSI is well positioned to offer this type of program because it currently provides education courses to prepare teachers, enjoys robust partnerships with school districts in Region IV, and is situated in the middle of the region of the state most impacted by teacher shortages according to the Idaho State Board of Education's 2017 Teacher Pipeline Report.

- 2. Need for the Program.** Describe the student, regional, and statewide needs that will be addressed by this proposal and address the ways in which the proposed program will meet those needs.

The program will meet student need by being more accessible and cost effective than the degree programs in education that are currently available. Because accessibility to a teacher preparation program will increase the number of candidates able to complete a BA in education, CSI will be able to begin addressing the critical teaching shortage in Region IV.

- a. Workforce need:** Provide verification of state workforce needs that will be met by this program. Include State and National Department of Labor research on employment potential. Using the chart below, indicate the total projected annual job openings (including growth and replacement demands in your regional area, the state, and nation. Job openings should represent positions which require graduation from a program such as the one proposed. Data should be derived from a source that can be validated and must be no more than two years old.

List the job titles for which this degree is relevant:

Elementary Ed/Early Childhood

Elementary Ed with a middle school certification.

Secondary Education degrees in Math and ELA (Language Arts)



	State DOL data	Federal DOL data	Other data source: (describe)
<b>Local (Service Area)</b>	Projected demand for new teachers based upon growth in Region IV: 1% annually or 23 teachers every year.		ISBE Teacher Pipeline Report  Attrition Rate of Teachers in Region IV: Average of 15% annually or 347 teachers every year.
<b>State</b>			
<b>Nation</b>			

As reported in the Idaho State Board of Education's Teacher Pipeline Report, in 2015-16 8% of the teachers employed in Region IV were on some form of alternative route to certification. Alternative certifications generally denote an emergency hire. However, the percentage of teachers on some form of interim certificate has increased in every region over the last two years, and in Region IV the number of alternative authorizations doubled from FY15 to FY16.

All traditional programs combined produce an average of 846 completers per year who qualify for Idaho teacher certification. Based upon the growth in our region combined with the average attrition rate, Region IV has a need for 370 teachers annually or 44% of the total number of teachers produced across Idaho. CSI believes strongly that it will be fully prepared to assist in the production of well-trained, well-supported teachers in meeting this need. Current Idaho Colleges of Education cannot meet this demand.

- b. Student need.** What is the most likely source of students who will be expected to enroll (full-time, part-time, outreach, etc.). Document student demand by providing information you have about student interest in the proposed program from inside and outside the institution. If a survey was used, please attach a copy of the survey instrument with a summary of results as Appendix A.

The population from which CSI hears the greatest demand, and will most likely serve, are students who participate in our AA Education program. From FY11 through FY16, CSI conferred 283 Associates degrees in education. In almost all cases, these students expressed a desire to continue in education. Though many of our students are non-traditional students, often place-bound for this and other reasons, 159 of CSI's completers transferred to an Idaho institution to continue toward a BA. Of these 159, only 49 went on to complete a degree in education and earn teacher certification in Idaho. Therefore, of the total population of CSI completers eligible to earn a teaching certificate with only two additional years of coursework, only 14% met that goal. We believe that with the strong pledges of partnerships we've received from our community and our school leaders, we can triple that figure within the first five years of operating a bachelors program.

(Appendix 1. Letters of Support).

c. **Economic Need:** Describe how the proposed program will act to stimulate the state economy by advancing the field, providing research results, etc.

d. **Societal Need:** Describe additional societal benefits and cultural benefits of the program.

Over the last five years 283 CSI Education graduates have transferred to state Universities, of those, 49 actually earned a teaching certificate. Based on data from Idaho State Board of Education's 2017 Teacher Pipeline Report, Region IV actually needs 347 new teachers a year. The lack of qualified teachers has a direct correlation to high numbers of teacher on Alternative Authorizations. (See appendix 2 – Pipeline Summary)

“Education is the most powerful weapon which you can use to change the world.”  
*Nelson Mandela*

e. **If Associate’s degree, transferability:**

3. **Similar Programs.** Identify similar programs offered within Idaho and in the region by other in-state or bordering state colleges/universities.

Similar Programs offered <u>by Idaho public institutions</u> (list the proposed program as well)		
Institution Name	Degree name and Level	Program Name and brief description if warranted
Boise State University	Bachelors/Certification	
Idaho State University	Bachelors/Certification	
Lewis Clark State College	Bachelors/Certification	
University of Idaho	Bachelors/Certification	
Brigham Young University - Idaho	Bachelors/Certification	
Northwest Nazarene University	Bachelors/Certification	
College of Idaho	Bachelors/Certification	
Nevada Great Basin College	Bachelor’s in Education	



- 4. Justification for Duplication with another institution listed above.** (if applicable). If the proposed program is similar to another program offered by an Idaho public institution, provide a rationale as to why any resulting duplication is a net benefit to the state and its citizens. Describe why it is not feasible for existing programs at other institutions to fulfill the need for the proposed program.

Two compelling factors show this program will be of service to the citizens of Region IV: First, the Superintendents and other education leaders in the region have implored the College of Southern Idaho to establish a local teacher preparation program. Such a program would not only serve our many rural districts seeking to “grow their own” teachers but would also provide a valuable local resource and education partner in addressing the region’s education needs. At the March 2018 Region IV Superintendent’s meeting, a unanimous vote was taken to support CSI’s efforts to offer a four year education degree. (See Appendix 3. Letter of Support dated March 22, 2018 prepared by the President of Region IV ISSA).

We also have strong evidence that many of our current students and those who complete our AA in education are place-bound and have limited financial resources. (Appendix 4) Of the 283 candidates who completed CSI’s education associates degree over the last five years (developed to be a springboard for ISU’s bachelor’s certification program) only 49 graduated with an education degree. Feedback received from the field indicates that inflexible course rotations, location, and credit costs are the most common reasons CSI students transferring to ISU do not graduate. CSI believes the partnership with our local districts will yield much higher graduation rates and begin to positively impact the critical need for educators in Region IV. (Appendix 1 & 5 Student Survey and Past CSI Graduate Survey)

- 5. Describe how this request supports the institution’s vision and/or strategic plan.**

The College of Southern Idaho’s mission includes the following goals and objectives that align with the request for a Teacher Certification program on our campus:

**GOAL 1: COMMUNITY SUCCESS** As a community college, we are committed to responding to the diverse needs of the communities we serve and to taking a leadership role in improving the quality of life of the members of those communities.

Objective A: Strengthen the social fabric in the communities we serve.

Objective B: Cultivate economic partnerships across the communities we serve.

Objective C: Meet the workforce needs of the communities we serve.

**GOAL 2: STUDENT SUCCESS** As an institution of higher education, we exist to meet the diverse educational needs of the communities we serve. Above all institutional priorities is the desire for every student to experience success in the pursuit of a quality education.



- Objective A: Foster participation in postsecondary education.
- Objective B: Reinforce a commitment to instructional excellence.
- Objective C: Support student progress toward achievement of educational goals.
- Objective D: Provide evidence of achievement of student learning outcomes.
- Objective E: Offer opportunities for student engagement that go beyond the classroom.

The college is committed to both student and community success. The establishment of a Teacher Certification Program allows the college to strengthen social ties in the community and cultivate economic partnerships while providing the workforce needs of Region IV school district employers and our community.

CSI will also commit to the same level of excellence in educational practices extant in all our programs. CSI will use data to constantly improve and monitor the program much as it does for all workforce programs, measuring retention, completion, and post-graduation employment statistics.

6. **Assurance of Quality.** Describe how the institution will ensure the quality of the program. Describe the institutional process of program review. Where appropriate, describe applicable specialized accreditation and explain why you do or do not plan to seek accreditation.

The Standards Committee of the Professional Standards Commission (PSC) will conduct initial review of the Teacher Certification Program. Upon conditional approval, a full review of the program will be conducted just prior to the graduation of the first cohort of degree-completers. A PSC team will then review the program every third year to ensure quality and maintenance of state and national performance standards. In addition, CSI will be required to report all mandatory data to the State Board of Education through the Educator Preparation Performance Measures reporting requirements every year.

7. **In accordance with Board Policy III.G., an external peer review is required for any new doctoral program.** Attach the peer review report as Appendix B.

NIA

8. **Teacher Education/Certification Programs** All Educator Preparation programs that lead to certification require review and recommendation from the Professional Standards Commission (PSC) and approval from the Board.

Will this program lead to certification?

Yes ☒ No ☐

If yes, on what date was the Program Approval for Certification Request submitted to the Professional Standards Commission?

January 2019

**9. Five-Year Plan: Is the proposed program on your institution's approved 5-year plan? Indicate below.**

Yes   X   No

Proposed programs submitted to OSBE that are not on the five-year plan must respond to the following questions and meet at least one criterion listed below.

**a. Describe why the proposed program is not on the institution's five-year plan.**

When did consideration of and planning for the new program begin?

Preliminary discussions with local school district employers, ISU, and OSBE began over a year ago, followed by exploratory conversations with local legislators. The need was confirmed with the 2017 Teacher Pipeline Report. The College of Southern Idaho Board of Trustees was informed of the possibility of this proposal in early 2017, and the College of Southern Idaho Curriculum Committee approved the proposal in its February 2018 meeting. In the March 2018 Board of Trustees meeting, the CSI Board unanimously approved this proposal. This proposal was added to the five-year plan submitted to OSBE in March 2018.

**33-2107A. Establishment and operation of third and fourth year college curriculum in community college districts.**

The board of trustees of a community college district of an urban area, upon filing with the state board of education a notice of intent to exercise the powers herein granted, shall thereafter be authorized and empowered to organize and operate an upper division consisting of the third and fourth years of college curriculum with powers to grant baccalaureate degrees in liberal arts and sciences, business and education. Upper division courses and programs are subject to approval pursuant to section 33-107(8), Idaho Code. The operation of the community college and the upper division shall be kept separate; however, the joint use of facilities is authorized provided a proper cost allocation is made.

**33-107. GENERAL POWERS AND DUTIES OF THE STATE BOARD. The state board shall have power to:**

(8) Approve new courses and programs of study to be offered at community colleges organized pursuant to chapter 21, title 33, Idaho Code, when the courses or programs of study are academic in nature and the credits derived therefrom are intended to be transferable to other state institutions of higher education for credit toward a baccalaureate degree, and when the courses or programs of study have been authorized by the board of trustees of the community college.

**b. Describe the immediacy of need for the program.** What would be lost were the institution to delay the proposal for implementation of the new program until it fits within the five-year planning cycle? What would be gained by an early consideration?



K-12 students in Region IV continue to have less access to highly effective teachers as evidenced by the number of teachers serving on alternative certificates throughout the region. Overwhelming research indicates that strong teachers impact student learning. The high rates of attrition in Region IV have resulted in a number of classrooms being led by untrained individuals, putting Region IV students at a greater risk than others around the state. According to the State Board of Education's 2017 Teacher Pipeline Report, the percentage of uncertified teachers in charge of classrooms doubled in one year:

Table 1. Alternative Authorizations by Type and Region (Idaho State Department of Education)

2014-2015	ABCTE	Content Specialist	Prov Auth	Teacher to New	TFA	Share of teachers
Region 1		1	6	24		2%
Region 2	1	5	3	16		3%
Region 3	28	23	41	84		3%
Region 4	9	10	35	37		4%
Region 5	4	9	15	21		4%
Region 6	12	7	36	32		4%
Charter schools	11	5	23	30		7%
<b>Total</b>	<b>65</b>	<b>60</b>	<b>159</b>	<b>244</b>		
2015-2016	ABCTE	Content Specialist	Prov Auth	Teacher to New	TFA	Share of teachers
Region 1	2	22		29		3%
Region 2		16		22		5%
Region 3	41	106		72	14	4%
Region 4	26	102		38		8%
Region 5	7	50		24		6%
Region 6	30	57		34		5%
Charter schools	13	46		23		8%
<b>Total</b>	<b>119</b>	<b>399</b>	<b>0</b>	<b>242</b>	<b>14</b>	

2017 Teacher Pipeline Report

**Criteria.** As appropriate, discuss the following:

- i. How important is the program in meeting your institution's regional or statewide program responsibilities? Describe whether the proposed program is in response to a specific industry need or workforce opportunity.

A Teacher Certification Program is a direct response to the specific workforce and industry need in Region IV. The region has the largest number of alternate authorizations in the state and the greatest number of classrooms with no teacher in place when the semester begins. The shortage in Region IV has moved past very specific endorsement areas into the most common areas, which include elementary educators. With this region expecting growth in the near future, we are in a challenging position with a lack of teachers to provide our students the opportunities they deserve.

- ii. Explain if the proposed program is reliant on external funding (grants, donations) with a deadline for acceptance of funding.

This program is based on a proposed budget (attached) that will be paid for by the tuition and fees of the students.

- iii. Is there a contractual obligation or partnership opportunity to justify the program?

The Region IV superintendents are willing to provide potential teachers the opportunity to complete this type of program and are supportive of the proposed programs and the recommended proximity of the support. (See Appendix 3. Support letters)

- iv. Is the program request or program change in response to recent changes to teacher certification/endorsement requirements?

No, this program proposal is in direct response to the workforce needs of the community we serve and therefore, consistent with the CSI Mission.

### **Curriculum, Intended Learning Outcomes, and Assessment Plan**

#### **10. Curriculum for the proposed program and its delivery.**

- a. **Summary of requirements.** Provide a summary of program requirements using the following table.

Credit hours in required courses offered by the department (s) offering the program.	84
Credit hours in required courses offered by other departments:	36
Credit hours in institutional general education curriculum	36
Credit hours in free electives	0
Total credit hours required for degree program:	120

- b. **Additional requirements.** Describe additional requirements such as comprehensive examination, senior thesis or other capstone experience, practicum, or internship, some of which may carry credit hours included in the list above.

This program requires evidence of practice that is aligned to the Idaho Core Teaching Standards and the state's evaluation/performance standards, the Framework for Teaching. A fuller description of the types of assessments are outlined below. (See Appendix 5. Idaho Core Teaching Standards)

#### **11. Program Intended Learning Outcomes and Connection to Curriculum.**



- a. **Intended Learning Outcomes.** List the Intended Learning Outcomes for the proposed program, using learner-centered statements that indicate what will students know, be able to do, and value or appreciate as a result of completing the program.

Candidates will show proof of performance in all the Idaho Core Teaching standards, the primary requirement of Idaho Teacher Certification. (See Appendix 5. Idaho Core Teaching Standards)

## 12. Assessment plans

- a. **Assessment Process.** Describe the assessment process that will be used to evaluate how well students are achieving the intended learning outcomes of the program.

This program will be subject to CAEP accreditation, State of Idaho program reviews, and the Program Performance Standards established by the Idaho State Board of Education. The program will also adhere to the CSI outcomes assessment standards.

- b. **Closing the loop.** How will you ensure that the assessment findings will be used to improve the program?

The assessment findings each year will be used by the department to enhance curriculum, construct new teaching methods or practices, and to develop plans for students (currently employed) to complete the program while working full time as an educator in the field

- c. **Measures used.** What direct and indirect measures will be used to assess student learning?

All candidates must pass the content, pedagogy, and performance assessments as required by IDAPA 08.02.02.

Assessments will require candidates to upload products of their practice for external review and scoring.

Scorers will review each of the five performance assessments anonymously to determine a “pass” or “no pass” score. Unsuccessful attempts will be returned to candidates with appropriate feedback. Sample performance evidence for each module/assessment is also noted in Attachment A. Passing each of the five assessments associated with the five teaching clusters will serve as proof of pedagogy and meet the requirements of the Idaho Core Teaching Standards.

At that point, if a candidate has also passed the appropriate Praxis II test (verifying appropriate content knowledge regardless of degree area) to prove content competency, he/she will be evaluated by a trained supervisor to complete the Common Summative Assessment (Danielson Framework) required of all teacher candidates. This assessment serves as proof of performance and qualifies the candidate to move from interim certification to full standard certification.

d. **Timing and frequency.** When will assessment activities occur and at what frequency?

As listed above, per IDAPA 08.02.02.

### **Enrollments and Graduates**

13. **Existing similar programs at Idaho Public Institutions.** Using the chart below, provide enrollments and numbers of graduates for similar existing programs at your institution and other Idaho public institutions.

<b>Existing Similar Programs: Historical enrollments and graduate numbers</b>								
<b>Institution and Program Name</b>	<b>Fall Headcount Enrollment in Program</b>				<b>Number of Graduates From Program (Summer, Fall, Spring)</b>			
	FY__ 12-13	FY__ 13-14	FY__ 14-15	FY__ 15-16	FY 12-13	FY_ 13-14	FY__ 14-15	FY__ 15-16
<b>BSU</b>	384	297	314	380	182	185	196	172
<b>ISU</b>	266	250	261	394	130	95	76	92
<b>UI</b>	150	172	166	192	*	*	108	99
<b>LCSC</b>	116	142	116	122	48		48	49

\*Completer numbers reported to Title II were determined to be inaccurate, and updated numbers were not available.

- 14. Projections for proposed program:** Using the chart below, provide projected enrollments and number of graduates for the proposed program:

<b>Proposed Program: Projected Enrollments and Graduates First Five Years</b>											
<b>Program Name: BA Education</b>											
<b>Projected Fall Term Headcount</b>						<b>Projected Annual Number of Graduates</b>					
<b>Enrollment in Program</b>						<b>From Program</b>					
FY__	FY	FY__	FY__	FY__	FY__	FY__	FY__	FY__	FY__	FY__	FY__
19-20	20-21	21-22	22-23	23-24	24-25	19-20	20-21	21-22	22-23	23-24	24-25
AA Cohort	20	18					18				
Cohort 1	35	33	31					31			
Cohort 2		35	33	31					31		
Cohort 3			35	33	31					31	
Cohort 4				35	33						31
Cohort 5											

- 15. Describe the methodology for determining enrollment and graduation projections.** Refer to information provided in Question #2 "Need" above. What is the capacity for the program? Describe your recruitment efforts? How did you determine the projected numbers above?

CSI has existing graduates who have indicated they will enroll in the program in its first year. In an effort to be conservative, we have assumed that twenty will enroll the first year and that normal attrition will allow for 18 to graduate.

CSI also assumes that we will start a cohort of 35 students every Fall and that normal attrition will allow for 31 graduates at the end of year three.

- 16. Minimum Enrollments and Graduates.** Have you determined minimums that the program will need to meet in order to be continued? What are those minimums, what is the logical basis for those minimums, what is the time frame, and what is the action that would result?

The education program could continue with as few as twenty-five students each Fall. The basis for this number is related to the cash flow produced from their tuition and program fees. The direct cost associated with the program; mentoring, instructional supplies, etc. can be adjusted downward with



the number of students. Fewer students in classrooms also reduced indirect costs such as building maintenance and operations, percent of cost from student services, IT, and administrative costs.

### **Resources Required for Implementation – fiscal impact and budget**

#### **17. Physical Resources.**

- a. **Existing resources.** Describe equipment, space, laboratory instruments, computer(s), or other physical equipment presently available to support the successful implementation of the program.

The College has physical space and appropriate resources to accommodate the new program.

- b. **Impact of new program.** What will be the impact on existing programs of increased use of physical resources by the proposed program? How will the increased use be accommodated?

The College has physical space to accommodate the new program.

- c. **Needed resources.** List equipment, space, laboratory instruments, etc., that must be obtained to support the proposed program. Enter the costs of those physical resources into the budget sheet.

Two new computers will need to be purchased.

#### **18. Library resources**

- a. **Existing resources and impact of new program.** Evaluate library resources, including personnel and space. Are they adequate for the operation of the present program? Will there be an impact on existing programs of increased library usage caused by the proposed program? For off-campus programs, clearly indicate how the library resources are to be provided.

The Director of the CSI Library reviewed the inventory of existing Education databases, books, and e-books and compared the list with those of the state universities and found them comparable. The Director did suggest that the college invest \$5,000 to add additional e-books to the current selection, accordingly \$5,000 annually was added to the budget for years one and two with \$10,000 added thereafter.

- b. **Needed resources.** What new library resources will be required to ensure successful implementation of the program? Enter the costs of those library resources into the budget sheet.

\$5,000 was added to the budget to purchase additional Education e-books.

#### **19. Personnel resources**

- a. **Needed resources.** Give an overview of the personnel resources that will be needed to implement the program. How many additional sections of existing courses will be



needed? Referring to the list of new courses to be created, what instructional capacity will be needed to offer the necessary number of sections?

The twenty existing AA graduates will enroll in courses that occur in the junior level curriculum that will be taught by existing Ph.D. faculty. A new instructor will also be hired in the first year to teach the sections our existing instructor will leave and to add capacity for the 35 students in the Fall cohort. During the second year when two cohorts are enrolled, the college will hire a second instructor and reallocate the time of an additional Ph. D. prepared instructor.

- b. Existing resources.** Describe the existing instructional, support, and administrative resources that can be brought to bear to support the successful implementation of the program.

The existing faculty are as follows:

**Meyerhoeffer, Dr. Tracey J**

B.S. (University of Idaho); M.S. (Boise State University); Ph.D. (University of Idaho); Professor of Education, 1998.

**Neff, Ellen L**

A.A. (College of Southern Idaho); B.A. (Washington State University); M.Ed. (Boise State University); Assistant Professor of Early Childhood Education, 2008.

**Fox, Dr. Evin L**

B.A., M.A. (California State University, Sacramento); M.Ed. (Idaho State University); Ed.S., Ph.D. (University of Idaho); Professor of Early Childhood Education, 2005.

**Egbert, Dr. LueLinda D**

A.A. (College of Southern Idaho); B.A. (Boise State University); M.Ed. (Albertson College of Idaho); Sixth Year Specialist, Ph.D. (University of Idaho); Advanced Elementary K-8; Administrator Principal and Superintendent Pre K-12; SpEd Director Endorsement; Professor of Education, 1999.

The administrative team with responsibility for the program are as follows:

**Schwarz, Dr. Todd**

A.A.S. (College of Southern Idaho); B.S.Ed., Ph.D. (University of Idaho); M.S.Ed. (Boise State University); Executive Vice President and Chief Academic Officer, 1988.

**Bond, Dr. Cindy R**

A.A. (College of Southern Idaho); B.A. (Boise State University); M.Ed., Ph.D. (University of Idaho); C.P.A.; Instructional Dean, 1980.

- c. **Impact on existing programs.** What will be the impact on existing programs of increased use of existing personnel resources by the proposed program? How will quality and productivity of existing programs be maintained?

The existing AA program will be adapted to prepare students to enter directly into CSI's BA program. The college expects to see increased enrollment as students will be able to complete their degree here and in a three-year time frame.

- d. **Needed resources.** List the new personnel that must be hired to support the proposed program. Enter the costs of those personnel resources into the budget sheet.

See above and proposed budget.

## 20. Revenue Sources

- a) **Reallocation of funds:** If funding is to come from the reallocation of existing state appropriated funds, please indicate the sources of the reallocation. What impact will the reallocation of funds in support of the program have on other programs?

No state funds will be reallocated. Student tuition from the program and program fee will be the sole source of revenue for the new program.

- b) **New appropriation.** If an above Maintenance of Current Operations (MCO) appropriation is required to fund the program, indicate when the institution plans to include the program in the legislative budget request.
- c) **Non-ongoing sources:**
- i. If the funding is to come from one-time sources such as a donation, indicate the sources of other funding. What are the institution's plans for sustaining the program when that funding ends?
  - ii. Describe the federal grant, other grant(s), special fee arrangements, or contract(s) that will be valid to fund the program. What does the institution propose to do with the program upon termination of those funds?
- d) **Student Fees:**
- i. If the proposed program is intended to levy any institutional local fees, explain how doing so meets the requirements of Board Policy V.R., 3.b.

The proposed student fee meets all of the requirements of Policy V.R., 3.b.

- ii. Provide estimated cost to students and total revenue for self-support programs and for professional fees and other fees anticipated to be requested under Board Policy V.R., if applicable.

Regular tuition costs for students in the program will average \$6,000 per year, student fees will add another \$1,000 for an average total of \$7,000 per academic year. Community college fees are set by the local board.

**21.** Using the budget template provided by the Office of the State Board of Education, provide the following information:

- Indicate all resources needed including the planned FTE enrollment, projected revenues, and estimated expenditures for the first **four** fiscal years of the program.
- Include reallocation of existing personnel and resources and anticipated or requested new resources.
- Second and third year estimates should be in constant dollars.
- Amounts should reconcile subsequent pages where budget explanations are provided.
- If the program is contract related, explain the fiscal sources and the year-to-year commitment from the contracting agency(ies) or party(ies).
- Provide an explanation of the fiscal impact of any proposed discontinuance to include impacts to faculty (i.e., salary savings, re-assignments).

**Program Resource Requirements.**

Indicate all resources needed including the planned FTE enrollment, projected revenues, and estimated expenditures for the first **four** fiscal years of the program

- Include reallocation of existing personnel and resources and anticipated or requested new resources.

- Second and third year estimates should be in constant dollars.

- Amounts should reconcile subsequent pages where budget explanations are provided.

- If the program is contract related, explain the fiscal sources and the year-to-year commitment from the contracting agency(ies) or party(ies).

- Provide an explanation of the fiscal impact of any proposed discontinuance to include impacts to faculty (i.e., salary savings, re-assignments).

**I. PLANNED STUDENT ENROLLMENT**

	FY 19-20		FY 20-21		FY 21-22		FY 22-23	
	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments	35		35		35		35	
	20		51		64		64	
B. Shifting enrollments								
<b>Total Enrollment</b>	55	0	86	0	99	0	99	0

**II. REVENUE**

	FY 19-20		FY 20-21		FY 21-22		FY 22-23	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. New Appropriated Funding Request								
2. Institution Funds								
3. Federal								

4. New Tuition Revenues from Increased Enrollments	\$331,660.00	\$492,380.00	\$552,440.00	\$552,440.00
5. Student Fees	\$55,000.00	\$86,000.00	\$99,000.00	\$99,000.00
6. Other (i.e., Gifts)				
Total Revenue	\$386,660	\$578,380	\$651,440	\$651,440

Ongoing is defined as ongoing operating budget for the program which will become part of the base.  
One-time is defined as one-time funding in a fiscal year and not part of the base.

III. EXPENDITURES

	FY 19-20	FY 20-21	FY 21-22	FY 22-23
	On-going	On-going	On-going	On-going
	One-time	One-time	One-time	One-time
1. FTE	2.0	4.00	4.00	4.00
2. Faculty	\$126,610	\$240,386.00	\$247,173.00	\$254,165.00
3. Adjunct Faculty				
4. Graduate/Undergrad Assistants				
5. Research Personnel				
6. Directors/Administrators	\$24,000	\$24,000.00	\$24,000.00	\$24,000.00

A. Personnel Costs



7. Administrative Support Personnel		\$41,000		\$41,000.00		\$41,000.00		\$41,000.00
8. Fringe Benefits		\$66,601		\$97,004.00		\$101,496.00		\$102,231.00
9. Other: Mentors		\$55,000.00		\$86,000.00		\$99,000.00		\$99,000.00
<b>Total Personnel and Costs</b>	\$0	\$313,211	\$0	\$488,390	\$0	\$512,669	\$0	\$520,396
		<b>FY 19-20</b>	<b>FY 20-21</b>	<b>FY 21-22</b>	<b>FY 22-23</b>			
<b>B. Operating Expenditures</b>	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. Travel		\$4,000.00		\$7,000.00		\$15,000.00		\$15,000.00
2. Professional Services								
3. Other Services			\$12,000.00			\$24,000.00		\$24,000.00
4. Communications								
5. Materials and Supplies		\$10,250.00	\$12,250.00			\$22,750.00		\$22,750.00
6. Rentals								
7. Materials & Goods for Manufacture & Resale								
8. Miscellaneous								
<b>Total Operating Expenditures</b>	\$0	\$14,250	\$31,250	\$0	\$61,750	\$0	\$61,750	\$61,750

	FY 19-20	FY 20-21	FY 21-22	FY 22-23
<b>C. Capital Outlay</b>				
1. Library Resources	On-going	One-time	On-going	One-time
		\$5,000.00		\$5,000.00
2. Equipment		\$5,000.00		
<b>Total Capital Outlay</b>	\$0	\$10,000	\$0	\$10,000
	FY 19-20	FY 20-21	FY 21-22	FY 22-23
<b>D. Capital Facilities Construction or Major Renovation</b>				
<b>E. Other Costs</b>				
Utilities				
Maintenance & Repairs				
Building Main & Other Operations	\$52,730.00	\$53,258.00	\$53,790.00	\$54,328.00
<b>Total Other Costs</b>	\$0	\$0	\$0	\$54,328
<b>TOTAL EXPENDITURES:</b>	\$0	\$390,191	\$0	\$646,474

	<u>\$0</u>	<u>\$482</u>	<u>\$0</u>	<u>\$13,231</u>	<u>\$0</u>	<u>\$4,966</u>
	<u>-\$3,531</u>					

30, 33	Tuition is based on \$140 per credit and \$1,000 per year added as a program fee.
51	Two FTE will support the program in the first year; one will be a new hire responsible for lower division course work; the other, one our
51	existing Ph.D.'s will teach the upper division courses.
59, 61	1% of Administrative, Student Services and IT have been allocated to the program
63	Benefits are based on 21% plus health insurance.
65	Mentoring represents the fee paid to supervising teaching
75, 79,	
83	General operating expenses as deemed ordinary and necessary for instruction.
100,	
102	New computer will be purchased for the new instructors; \$5,000 added to the library budget for e-books
116	Maintenance and operation cost per square foot of building utilization is applied at \$8.38 per S.F.



## Appendix 1- Student Surveys

Sent to all students enrolled at the College of Southern Idaho  
All Campus Survey

1. What is your major?

2. If CSI offered a bachelor's degree in Education (with teacher certification), how likely would you be to enroll in the program?

Not at all likely

Somewhat likely

Likely

Very likely

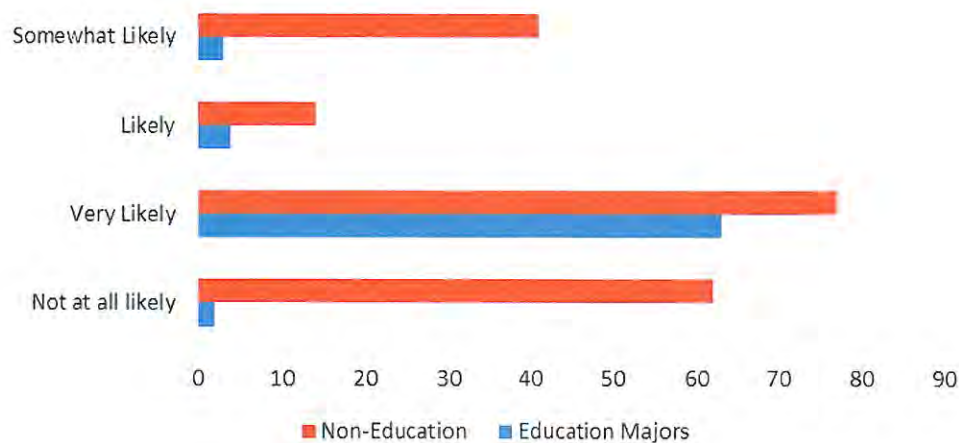
Statement 1

Submit

**Total Respondents- 266 students responded to the Student Survey**

	Education Majors	Non-Education Majors	Percentage of Education Respondents	Percentage of Non-Education Respondents
Very Likely	63	77	24%	30%
Likely	4	14	2%	5%
Somewhat Likely	3	41	1%	15%
Not at all likely	2	62	Less than 1%	23%

Chart Title



## Appendix 1- Past CSI Education Graduate Student Surveys

### Sent to 25 past CSI Education Graduates

Survey for graduating Education majors

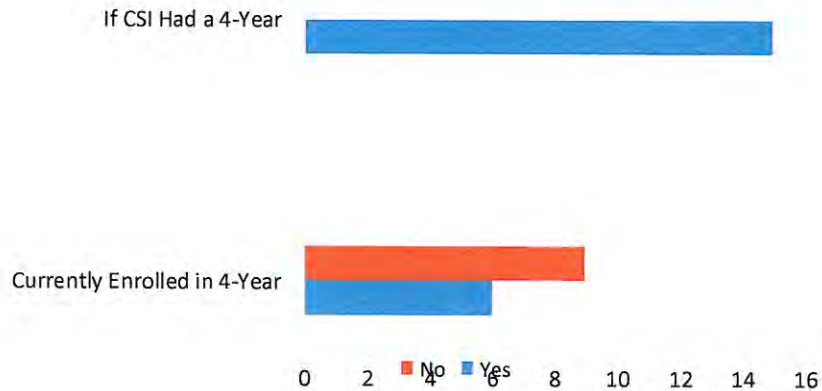
1. Are you currently in a teacher preparation program at a university?
2. If so, which university? If not, why not?
3. If CSI would have offered a bachelor's degree in teacher education (with certification), would you have or NOT have enrolled in it?
4. Why or why not?

**Total Respondents- 15/25 (60%) students responded to the Prior CSI Education Graduate Student Survey**

Number/Percentage of Respondents Currently Enrolled in a Teacher Preparation Program	University Enrolled	Number of Respondents Who Would Have Chosen to Enroll in a CSI Bachelor's Degree Program (Teacher Preparation Program)
6/40%	ISU	15/100%
<b>Actual Numbers:</b> 4/27%		

**Note:** (2 students who responded have graduated from CSI, but are still taking classes so they identified CSI as the teacher preparation program. Therefore, only 4 students are currently enrolled in a university teacher education program.)

## Chart Title



## Appendix 2. Pipeline Summary

### Summary - CSI Education AA Completers from FY2011-FY2016 n=283 IMPACT ON THE TEACHER PIPELINE

Transfer School	Completed AA	Complete BA	Earn Teaching Cert	TimeAA to Cert	# teaching
Boise State	41	21	15	3.5 years	36.6%
All Privates	8	2	1	5 years	12.5%
Idaho State	88	35	27	3 years	30.7%
LCSC	14	7	4	2.8 years	28.6%
U Idaho	8	5	2	2.3 years	25.0%
Did not transfer	124				
<b>ALL AA COMPLETERS</b>	<b>283</b>	<b>70</b>	<b>49</b>		<b>17.3%</b>

### Appendix 3. Letter of Support – Superintendents and Legislators.

**SALLY TOONE**  
DISTRICT 26  
GOODING, BLAINE,  
CAMAS & LINCOLN COUNTIES



HOME ADDRESS  
2096 EAST 1500 SOUTH  
GOODING, IDAHO 83330  
HOME: (208) 934-8114  
OFFICE: (208) 332-1032  
EMAIL: [stoone@house.idaho.gov](mailto:stoone@house.idaho.gov)

## House of Representatives State of Idaho

April 9, 2018

To Whom It May Concern,

I write this letter in support of the College of Southern Idaho (CSI) and their request to offer a Bachelor of Arts Degree in Education at their Twin Falls Campus. The College of Southern Idaho has been an integral part of our communities in the Magic Valley since its creation. They have always stepped up to meet the community and business needs throughout the valley. They have always been a partner to all of us in the Valley.

The College of Southern Idaho partners with many school districts in the area, working together on many advanced opportunities for our students and this becomes one more choice for students. There are a multitude of reasons why many students don't advance to a 4-year degree, but many students simply cannot relocate.

The College of Southern Idaho is our outlet for certificates and advanced degrees, both financially and location specific. The addition of a Teacher Preparation program would offer an excellent opportunity for workforce members in our area. With recent data showing the Magic Valley having the largest proportion of teacher shortages throughout the state, a new Teacher Preparation program would offer a home-grown solution to a national problem as well as a regional one with students receiving degrees and staying in the area.

The College of Southern Idaho offers the area a great partner to each of our communities. This becomes an obvious choice for the Magic Valley and a solution to our statewide educational needs.

I would encourage you to consider this new program through the College of Southern Idaho. It would be an asset to the entire region. Thank you for your consideration of this and please contact me if you have any other questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sally Toone".

Rep. Sally Toone

Idaho State Representative-Dist. 26



DISTRICT 23  
ELMORE, OWYHEE  
& TWIN FALLS COUNTIES

HOME ADDRESS  
48331 THREE CREEK HIGHWAY  
ROGERSON, IDAHO 83302  
HOME: (208) 857-2217  
OFFICE: (208) 308-4961



STATE CAPITOL  
P.O. BOX 83720  
BOISE, IDAHO 83720-0081  
(208) 332-1300  
FAX: (208) 334-2320  
bbrackett@senate.idaho.gov

## Idaho State Senate

### SENATOR BERT BRACKETT

March 30, 2018

To Whom It May Concern:

There are many reports showing there is a statewide teacher shortage, but they also show the problem is worse in the Magic Valley than in the rest of Idaho, especially acute in the smaller, rural schools. There is also more alternate certification in this region, and many of those are in elementary education. It's been reported that 45% of new hires in the past three years in the Magic Valley are on alternate authorization. The Magic Valley accounted for almost one-fourth of all the alternative authorizations in the entire State of Idaho.

There are several contributing factors, but one seems to be the lack of a university in the area. Idaho State University has been assigned education responsibilities for the Magic Valley area, but they do not offer upper-level education on the CSI campus. Classes are either online or the student must travel, or move, to the ISU campus.

This past year, CSI had 200 education candidates in their program, however, only 40 graduated from the program. If CSI had their own education program, the number of candidates would increase, and they would be able to graduate a much higher percentage of their candidates. Most of the students for an education degree are location bound to this area, either due to financial concerns (having to live at home) or their spouse works in this region and cannot relocate.

We need a four-year degree program in education in the Magic Valley, and CSI is an obvious choice. School districts are willing to partner in teacher preparation programs, enhanced mentoring, and support for teachers to increase retention of all teachers. School districts are anxious to have candidates complete their intern requirement (student teaching) here in the Magic Valley.

I am very supportive of establishing a Bachelor of Arts Degree in Elementary Education at CSI and will offer my assistance wherever needed.

Sincerely,

A handwritten signature in black ink, appearing to read "Bert Brackett", is written over a horizontal line.

Senator Bert Brackett  
Idaho State Senate  
Legislative District 23

LANCE W. CLOW  
District 24  
TWIN FALLS COUNTY

HOME ADDRESS  
2170 BITTERROOT DRIVE  
TWIN FALLS, IDAHO 83301  
(208) 733-5767  
EMAIL: lclow@house.idaho.gov



COMMITTEES  
  
EDUCATION  
BUSINESS  
LOCAL GOVERNMENT

## HOUSE OF REPRESENTATIVES STATE OF IDAHO

April 9, 2018

Idaho State Board of Education

Recently I learned that the Trustees of the College of Southern Idaho have undertaken a plan to expand their degree offerings to include Bachelor Degrees in Elementary Education. While I did not expect this at this, I have been an advocate of this possibility for many years.

The current demand for quality educators and the lack of a four-year degree program in the Magic Valley can be partially addressed by offering a four-year degree at CSI. Offering a program through CSI will allow Magic Valley degree seeking students a low-cost opportunity to enter the teaching profession and provide creative opportunities to work with the various school districts, many rural, in the CSI immediate service area.

There has been evidence presented that graduates tend to settle near their Alma Mater and the schools where they completed their student teaching. CSI has proven to be an innovative community college with many collaborative efforts including dual-credit and career technical opportunities.

Life events often impacts young students and families, which often redirects time and resources. Allowing students to continue their education goals, without the need to relocate, can be a tremendous community asset. With the passage of S1279, Opportunity Scholarships and the related appropriation, CSI local BA degree program would work well to help students return to complete partial degrees.

The timing of this proposal, demand for teachers and the enhancements in opportunity scholarships make for an appropriate request. CSI has a proven record. With your approval CSI can demonstrate how the combination of tools can address an important challenge in education, especially in rural South-Central Idaho.

Respectfully,

A handwritten signature in blue ink that reads "Lance W. Clow".

Lance W. Clow  
Representative



***Jerome Jt. School District No. 261***

**District Office**

**125 4<sup>th</sup> Avenue West**

**Jerome, Idaho 83338**

**Telephone (208) 324-2392 • FAX (208) 324-7609**

**Dale Layne, Superintendent of Schools**

---



February 14, 2018

To Whom It May Concern:

I am writing this letter in full support of the College of Southern Idaho's proposal to offer a four-year degree program in education.

As you are aware, we are experiencing a teacher shortage across the state of Idaho. Superintendents across our valley have been working with the state universities to identify the numbers of students going into education programs as well as those graduating with the ability to receive a teaching certificate. In a recent study completed by Boise State University, it was discovered that our region has the most classrooms filled with alternative route teachers in the state. While many of these individuals are great employees, they often start without the background and knowledge of pedagogy required to be a successful teacher. The study indicates the Magic Valley is experiencing an even greater need for certified teachers than any other region in the state. This great need exists, yet our valley does not have a local higher education institution that allows the individual to receive a teaching certificate.

In another study done by the College of Southern Idaho, it was discovered that an adequate number of students are entering the education program at the community college, but very few are completing the required degree. I believe this is in part due to the geographical constraints of obtaining the degree. Many of the students are non-traditional students who may already have a family. It makes it very difficult for these individuals to travel to the east or west to complete a degree. Many are "place bound" due to family situations. My hope is that if a four-year degree was offered locally, we would have more education graduates creating a larger pool of teacher candidates for the schools in the Magic Valley.

CSI has continually been a great partner and supporter of our district. The Jerome School District will gladly assist in any way we can to support the proposed program. One way we can assist is to help with placement of students in our classrooms to gain experience, whether it be a field experience in the earlier portion of the program or working with student teachers as they move toward completion.

I encourage you endorse the program proposed by Dr. Fox and the College of Southern Idaho.

Respectfully,

A handwritten signature in dark ink that reads "Dale Layne".

Dale Layne  
Superintendent of Schools



# **KIMBERLY PUBLIC SCHOOLS**

## **Office of the Superintendent**

**141 Center Street West**

**Kimberly, Idaho 83341**

**(208) 423-4170 ext. 3308**

**e-mail: [lschroeder@kimberly.edu](mailto:lschroeder@kimberly.edu)**

February 26, 2018

### **Support for CSI to offer a four-year educational degree**

Dear Dr. Fox,

I am writing this letter in full support of the College of Southern Idaho offering a four-year degree program in education. Our district will do whatever we can to partner with CSI to make this program a reality.

As you are aware, Idaho is in the middle of a severe teaching shortage and the Magic Valley has been hit the hardest. In the past three years, 45% of Kimberly's new teaching hires have been alternative authorized teachers. Although we have had success, this has been a burden on our school district as we provide extensive training for these individuals. In addition, for those that are on the alternative path it is very difficult to work with an institution due to geographical limitations as the closest university is over 100 miles away.

The College of Southern Idaho is always on the forefront of career development by providing training for our local commerce and industry. There are many individuals in the Magic Valley willing to enter the educational field yet do not have the opportunity because of being place bound. This venture would provide a positive impact for our local economy as it would place many into a viable, necessary and productive field.

On behalf of the Kimberly School District, I would like to thank you for your consideration of developing a four-year degree program.

Sincerely,

**Luke Schroeder**

Luke Schroeder

Superintendent Kimberly School District



Board Members

Bonnie Heins, Chair  
Rick Stimpson, Vice Chair  
Jeff Gibson, Trustee

## Minidoka County School District #331

*"Empowering Students for Success"*

Tammy Stevenson, Trustee  
Mary Andersen, Trustee

Administration

Dr. Kenneth Cox, Superintendent  
Kerri Tibbitts, Board Clerk  
Michelle DeLuna, Business Manager

February 22, 2018

To Whom It May Concern:

I am writing this letter in support of the College of Southern Idaho's proposal to offer a four-year degree program in education.

With the teacher shortage across the state of Idaho, Superintendents have been working with universities in determining how many students are going into education, as well as those graduating and receiving a teaching certificate. In a recent study shared by Boise State University (BSU), it stated our area has the most classrooms being taught with alternative route teachers. While many of these employees are working diligently to receive their certificate, they lack the background, training and knowledge required to be a successful teacher. BSU in their study also indicates our area does not have a local college or university that offers an individual to receive a teaching certificate.

College of Southern Idaho (CSI) also conducted a study and found that many of their students are entering an education program, but few are completing their program. Many students have families or find it difficult to travel the distance required to complete the entire four-year program at another university. If a four-year program were to be offered at CSI, perhaps there would be a larger group of teacher candidates.

The Minidoka School District will assist in any way possible to support the proposed four-year educational program.

I encourage you to endorse the program proposed by Dr. Fox and the College of Southern Idaho.

Sincerely,

Dr. Kenneth Cox  
Superintendent of Schools





Brady D. Dickinson, PH.D. SUPERINTENDENT OF SCHOOLS

Twin Falls School District #411  
201 Main Ave. W  
Twin Falls, ID 83301

P 208.733.6900  
F 208.733.6987  
www.tfsd.org

February 28, 2018

To Whom It May Concern:

I am writing this letter to fully endorse the College of Southern Idaho's proposal to offer a four-year degree program in education. I see this as a critical path to addressing the teacher shortage in our region.

The teacher shortage is a critical issue facing the state of Idaho. Because of this, Superintendents in our region have been working with the state universities to examine the issue and gather data on the availability of students with the ability to receive a teaching certificate. This study revealed that our region has the most alternative route teachers in the state. This raises concerns, as while many of these individuals develop into outstanding teachers, they often come into our schools without the necessary background and knowledge of pedagogy. One of the challenges in addressing this need is the fact the Magic Valley does not have a local higher education institution that allows the individual to receive a teaching certificate.

A recent study conducted by the College of Southern Idaho revealed that although an adequate number of students are entering their education program, very few are completing the required degree. This could be in part due to geographical constraints. It is my hope that if a teaching degree was offered locally, we would have more education graduates creating a larger pool of teacher candidates for all of the schools in the Magic Valley.

The Twin Falls School District and the College of Southern Idaho (CSI) have been long time partners. As a matter of fact, CSI originally started on the campus of Twin Falls High School. As a result, the Twin Falls School District stands ready to assist in any way we can to support the proposed program.

Please support the program proposed by Dr. Fox and the College of Southern Idaho. Don't hesitate to contact me if you need assistance or have any concerns or questions.

Sincerely,

Dr. Brady D. Dickinson  
Superintendent of Schools

## Appendix 4: Student Demographic Survey

### Research Question

Are CSI students more place-bound than other students are across the state?

### Methodology

Using various economic demographic data from the 2016 American Community Survey, Twin Falls County was compared to relevant counties in Idaho. As CSI's Education graduates most commonly transfer to Idaho State University (ISU) and Boise State University (BSU), comparisons were made to Bannock and Ada Counties.

Metrics and their assumed underlying relationship with a demand to avoid relocation:

- Percent of households with children under 18 year old
  - Assumption: More households with children may suggest less incentive to change locations
- Percent below poverty line
  - Assumption: Less income may suggest higher demand for a lower cost education
- Income's Impact on Likelihood of transferring (CSI Internal Data, combined with National Student Clearinghouse)
  - Assumption: The more a higher income plays a role on if a CSI graduate transfers to a four-year school, the more impact a lower cost four-year degree is likely to have.

### Findings

Percent of Households with children under 18 years			
County	Total Households	With Children under 18 years	Percent
Twin Falls	30,119	11,887	39.5%
Bannock	30,106	9,288	30.9%
Ada	167,026	48,126	28.8%

Table 1

As shown in Table 1, Twin Falls County has significantly more households, proportionally, with children. This may suggest more desire to avoid relocating.

Percent of Households Below the Poverty Line			
County	Total Households	Below Poverty Line	Percent
Twin Falls	30,119	4,157	13.8%
Bannock	30,106	4,951	16.4%
Ada	167,026	19,649	11.8%

Table 2

Relative to Ada county, there is increased level of poverty in Twin Falls. That said, Bannock County appears to have a higher level of poverty.

<b>ALL CSI Graduates (Last Ten Years), Income and Transferring to a Four-Year School</b>		
<i>Category</i>	<i>Average Income</i>	<i>Median Income</i>
Transferred	41,292	32,934
Did Not Transfer	36,114	29,251

*Table 3*

Based the information in Table 3, students who transfer have higher incomes. This may suggest that having a lower cost alternative may allow additional students to earn a four-year degree.





STANDARD	Enhancement Standards Performance	Coursework /Danielson Framework (GSA)
<p><b>Standard 1</b>  <b>Learner Development-</b>The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.</p>	<p><b>Performance-</b></p> <p>1. (a) The teacher regularly assesses individual and group performance in order to design and modify instruction to meet learners' needs in each area of development (cognitive, linguistic, social, emotional, and physical) and scaffolds the next level of development</p> <p>2. (b) The teacher collaborates with families, communities, colleagues, and other professionals to promote learner growth and development.</p> <p>3. (c) The teacher creates developmentally appropriate instruction that takes into account individual learners' strengths, interests, and needs and that enables each learner to advance and accelerate his/her learning.</p> <p>Knowledge</p> <p>1. (d) The teacher understands how learning occurs-- how learners construct knowledge, acquire skills, and develop disciplined thinking processes- and knows how to use instructional strategies that promote student learning.</p> <p>2. (e) The teacher understands that each learner's cognitive, linguistic, social, emotional, and physical development influences learning and knows how to make instructional decisions that build on learners' strengths and needs.</p> <p>3. (f) The teacher identifies readiness for learning, and understands how development in any one area may affect performance in others.</p>	<p><u>Learner Development and Learning Differences- 3 credit course-</u> (Content Methods and Standard Alignment) aligns with INTASC Standards 1 and 2. Using the INTASC Progressions model for assessing competency, CSI faculty will assess proof that candidates understand how learners grow and develop (in cognitive, linguistic, social, emotional, and physical areas) to design and implement developmentally appropriate and challenging learning experiences.</p> <p>The teaching candidate:</p> <p>1. Draws on her/his understanding of child and adolescent development, the teacher observes learners, noting changes and patterns in learners across areas of development, and seeks resources, including from families and colleagues, to adjust teaching. (1a; 7i; 9d) (INTASC Standards 9 and 10 Embedded)</p> <p>2. Seeks out information about learner interests in order to engage learners in developmentally appropriate learning experiences. (1b) (INTASC Standard 9 Embedded)</p> <p>3. Engages learners in a variety of learning experiences to capitalize on strengths and build areas of development that are weaker. (1i; 1j) (INTASC Standard 10 Embedded)</p> <p><b>Example Assessment</b> (INTASC Standard 1)-  The teacher candidate plans, teaches, and assesses a developmentally appropriate lesson to a large group of students. The plan should be flexible enough to accommodate learners across varied levels of development, the candidate should provide support for multiple levels of engagement during the lesson, and the learners should be motivated and engaged by material that is suitable for their developmental level.  Submission Artifacts-video and lesson plan</p> <p>(Performance measures drawn directly from INTASC Progressions, pps. 16- 19)</p>

	<p>4. (g) The teacher understands the role of language and culture in learning and knows how to modify instruction to make language comprehensible and instruction relevant, accessible, and challenging.</p> <p>Disposition-</p> <p>1. (h) The teacher respects learners' differing strengths and needs and is committed to using this information to further each learner's development.</p> <p>2. (i) The teacher is committed to using learners' strengths as a basis for growth, and their misconceptions as opportunities for learning.</p> <p>3. (j) The teacher takes responsibility for promoting learners' growth and development.</p> <p>4. (k) The teacher values the input and contributions of families, colleagues, and other professionals in understanding and supporting each learner's development.</p>	
<p><b>Standard 2</b>  <b>Learning Differences</b>          - The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.</p>	<p><b>Performance-</b></p> <p>1. (a) The teacher designs, adapts, and delivers instruction to address each student's diverse learning strengths and needs and creates opportunities for students to demonstrate their learning in different ways.</p> <p>2. (b) The teacher makes appropriate and timely provisions (e.g., pacing for individual rates of growth, task demands, communication, assessment, and response modes) for individual students with particular learning differences or needs.</p> <p>3. (c) The teacher designs instruction to build on learners' prior knowledge and experiences, allowing learners to accelerate as they demonstrate their understandings.</p>	<p><u>Learner Development and Learning Differences- 3 credit course-</u>          (Content Methods and Standard Alignment) aligns with INTASC Standards 1 and 2. Using the INTASC Progressions model for assessing competency, CSI faculty will assess proof that candidates understand how learners grow and develop (in cognitive, linguistic, social, emotional, and physical areas) to design and implement developmentally appropriate and challenging learning experiences.</p> <p>The teaching candidate:</p> <p>1. Draws upon her/his understanding of second language acquisition, exceptional needs, and learners' background knowledge, the teacher observes individual and groups of learners to identify specific needs and responds with individualized support, flexible grouping, and varied learning experiences. (1g; 2b; 2c; 2d; 2e; 2f; 2g; 2i; 2j; 2l; 2m; 2o) (INTASC Standard 9 Embedded)</p>



	<p>4. (d) The teacher brings multiple perspectives to the discussion of content, including attention to learners' personal, family, and community experiences and cultural norms.</p> <p>5. (e) The teacher incorporates tools of language development into planning and instruction, including strategies for making content accessible to English language learners and for evaluating and supporting their development of English proficiency.</p> <p>6. (f) The teacher accesses resources, supports, and specialized assistance and services to meet particular learning differences or needs.</p> <p>Knowledge-</p> <p>1. (g) The teacher understands and identifies differences in approaches to learning and performance and knows how to design instruction that uses each learner's strengths to promote growth.</p> <p>2. (h) The teacher understands students with exceptional needs, including those associated with disabilities and giftedness, and knows how to use strategies and resources to address these needs.</p> <p>3. (i) The teacher knows about second language acquisition processes and knows how to incorporate instructional strategies and resources to support language acquisition.</p> <p>4. (j) The teacher understands that learners bring assets for learning based on their individual experiences, abilities, talents, prior learning, and peer and social group interactions, as well as language, culture, family, and community values.</p> <p>5. (k) The teacher knows how to access information about the values of diverse cultures and communities</p>	<p>2. Assists diverse learners in processing information and develop skills, incorporating multiple approaches to learning that engage a range of learner preferences. (2a; 2d; 2g; 2h; 2m; 8p) (INTASC Standards 9 and 10 Embedded)</p> <p>3. Uses information on learners' language proficiency levels, the teacher incorporates tools of language development into planning and instruction, including strategies for making content and academic language accessible to linguistically diverse learners. (1g; 2b; 2e; 2g; 2j; 2l; 2m 2o; 8p)</p> <p>4. Includes multiple perspectives in the presentation and discussion of content that include each learner's personal, family, community, and cultural experiences and norms. (2c; 2d; 2j; 2k; 2m) (INTASC Standard 9 Embedded)</p> <p>5. Applies interventions, modifications, and accommodations based on IEPs, 504s and other legal requirements, seeking advice and support from specialized support staff and families. (2f) (INTASC Standards 9 and 10 Embedded)</p> <p>6. Uses information on learners' language proficiency levels, the teacher incorporates tools of language development into planning and instruction, including strategies for making content and academic language accessible to linguistically diverse learners. (INTASC Standard 9 Embedded)</p> <p>7. Follows a process, designated by a school or district, for identifying and addressing learner needs (e.g., Response to Intervention) and documents learner progress. (2f; 2g) (INTASC Standard 9 Embedded)</p> <p><b>Example Assessment</b> (INTASC Standard 2)- The teacher candidate develops differentiated instruction over a series of lessons for an individual student or small group of students who vary culturally/linguistically or have special needs. The evaluation is based on the candidate's plan, his/her enactment of the plan, his/her assessment of the plan, and the student response. The lesson should provide ample evidence of</p>
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	<p>and how to incorporate learners' experiences, cultures, and community resources into instruction.</p> <p><b>Disposition-</b></p> <p>1. (l) The teacher believes that all learners can achieve at high levels and persists in helping each learner reach his/her full potential.</p> <p>2. (m) The teacher respects learners as individuals with differing personal and family backgrounds and various skills, abilities, perspectives, talents, and interests.</p> <p>3. (n) The teacher makes learners feel valued and helps them learn to value each other.</p> <p>4. (o) The teacher values diverse languages and dialects and seeks to integrate them into his/her instructional practice to engage students in learning.</p>	<p>differentiation for individual students through adaptations to the materials, instruction, and assessment of students.</p> <p>Submission Artifacts- Lesson Plans and Individual Student Growth Work Samples</p> <p>(Performance measures drawn directly from INTASC Progressions, pps. 16-19)</p>
<p><b>Standard 3</b></p> <p><b>Learning Environments</b></p> <p>- The teacher works with others to create environments that support individual and collaborative learning and that encourage positive social interaction, active engagement in learning, and self-motivation.</p>	<p><b>Performance-</b></p> <p>1. (a) The teacher collaborates with learners, families, and colleagues to build a safe, positive learning climate of openness, mutual respect, support, and inquiry.</p> <p>2. (b) The teacher develops learning experiences that engage learners in collaborative and self-directed learning and that extend learner interaction with ideas and people locally and globally.</p> <p>3. (c) The teacher collaborates with learners and colleagues to develop shared values and expectations for respectful interactions, rigorous academic discussions, and individual and group responsibility for quality work.</p>	<p><u>Learning Environments- 3 credit course- (Creating an Environment that Fosters College and Career Ready Skills)- Aligns with INTASC Standard 3</u></p> <p><b>The teaching candidate:</b></p> <p>1. Articulates explicit expectations for a safe, positive learning environment, including norms for behavior that include respect for others, as well as responsibility for preparation and completion of work. S/he develops purposeful routines that support these norms. (3a) (INTASC Standards 9 and 10 Embedded)</p> <p><b>Example Assessment (INTASC Standard 3)-</b></p> <p>The teacher candidate creates a learning community plan where the physical space of the classroom is organized and detailed, and classroom management policies and procedures are</p>

	<p>4. (d) The teacher manages the learning environment to actively and equitably engage learners by organizing, allocating, and coordinating the resources of time, space, and learners' attention.</p> <p>5. (e) The teacher uses a variety of methods to engage learners in evaluating the learning environment and collaborates with learners to make appropriate adjustments.</p> <p>6. (f) The teacher communicates verbally and nonverbally in ways that demonstrate respect for and responsiveness to the cultural backgrounds and differing perspectives learners bring to the learning environment.</p> <p>7. (g) The teacher promotes responsible learner use of interactive technologies to extend the possibilities for learning locally and globally.</p> <p>8. (h) The teacher intentionally builds learner capacity to collaborate in face-to-face and virtual environments through applying effective interpersonal communication skills.</p> <p>Knowledge-</p> <p>1. (i) The teacher understands the relationship between motivation and engagement and knows how to design learning experiences using strategies that build learner self-direction and ownership of learning.</p> <p>2. (j) The teacher knows how to help learners work productively and cooperatively with each other to achieve learning goals.</p> <p>3. (k) The teacher knows how to collaborate with learners to establish and monitor elements of a safe and productive learning environment including norms, expectations, routines, and organizational structures.</p>	<p>detailed. The evaluation is based on the effectiveness of the physical space and that the classroom policies and procedures allow all students to be valued and treated equitably. The artifacts should also provide evidence that students and teacher demonstrate genuine caring and respect for one another.</p> <p>Submission Artifacts- Classroom Organization (including physical space), Classroom Management Plan and Expectations, and Classroom Climate Video</p> <p>(Performance measures drawn directly from INTASC Progressions, pps. 21- 23)</p> <p><u>Classroom Management-3 credit course-</u> (Creating a Learning Environment for All Learners)-Aligns with INTASC Standard 3</p> <p>1. Sets expectations for the learning environment appropriate to school/district policies and communicates expectations clearly to families. (3n) (INTASC Standards 9 and 10 Embedded)</p> <p>2. Is a responsive and supportive listener, seeing the cultural backgrounds and differing perspectives learners bring as assets and resources in the learning environment. (3f; 3r) (INTASC Standard 10 Embedded)</p> <p>3. Manages the learning environment, organizing, allocating and coordinating resources (e.g, time, space, materials) to promote learner engagement and minimize loss of instructional time. (3d; 8n) (INTASC Standard 10 Embedded)</p> <p>4. Varies learning activities to involve whole group, small group and individual work, to develop a range of learner skills. (3p) (INTASC Standard 10 Embedded)</p> <p>5. Communicates verbally and nonverbally in ways that demonstrate respect for each learner. (3f; 3r) (INTASC Standard 10 Embedded)</p>
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	<p>4. (l) The teacher understands how learner diversity can affect communication and knows how to communicate effectively in differing environments.</p> <p>5. (m) The teacher knows how to use technologies and how to guide learners to apply them in appropriate, safe, and effective ways.</p> <p>Disposition-</p> <p>1. (n) The teacher is committed to working with learners, colleagues, families, and communities to establish positive and supportive learning environments.</p> <p>2. (o) The teacher values the role of learners in promoting each other's learning and recognizes the importance of peer relationships in establishing a climate of learning.</p> <p>3. (p) The teacher is committed to supporting learners as they participate in decision making, engage in exploration and invention, work collaboratively and independently, and engage in purposeful learning.</p> <p>4. (q) The teacher seeks to foster respectful communication among all members of the learning community.</p> <p>5. (r) The teacher is a thoughtful and responsive listener and observer.</p>	<p>6. Provides opportunities for learners to use interactive technologies responsibly. (3g; 3m) (INTASC Standard 9 Embedded)</p> <p><b>Example Assessment</b> (INTASC Standard 3)- The teacher candidate leads a repeated activity during a portion of the class. The evaluation should be based on the teacher candidate's ability to provide clear directions, manage transitions and student movement, use proactive classroom management strategies, and efficiently engage students in classroom activities. The teacher candidate should demonstrate strong relationships with students, decisive leadership in managing the classroom, the ability to implement organizational routines and procedures, and the skill to respond flexibly to the unexpected. Submission Artifact- Video and Reflection Document</p> <p>(Performance measures drawn directly from INTASC Progressions, pps. 21- 23)</p>
<p><b>Standard 4</b> <b>Content Knowledge</b> The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and</p>	<p><b>Performance-</b></p> <p>1.(a) The teacher effectively uses multiple representations and explanations that capture key ideas in the discipline, guide learners through learning progressions, and promote each learner's achievement of content standards.</p> <p>2. (b) The teacher engages students in learning experiences in the discipline(s) that encourage</p>	<p><b>Student Intellectual Engagement- 3 credit course- (Differentiation and Application of Content)-Aligns with INTASC Standards 4 and 5</b></p> <p>The teaching candidate:</p> <p>1. Uses multiple representations and explanations that capture key ideas in the discipline, guide learners through learning progressions, and promote each learner's achievement of</p>



<p>meaningful for learners to assure mastery of the content.</p>	<p>learners to understand, question, and analyze ideas from diverse perspectives so that they master the content.</p> <p>3. (c) The teacher engages learners in applying methods of inquiry and standards of evidence used in the discipline.</p> <p>4. (d) The teacher stimulates learner reflection on prior content knowledge, links new concepts to familiar concepts, and makes connections to learners' experiences.</p> <p>5. (e) The teacher recognizes learner misconceptions in a discipline that interfere with learning, and creates experiences to build accurate conceptual understanding.</p> <p>6. (f) The teacher evaluates and modifies instructional resources and curriculum materials for their comprehensiveness, accuracy for representing particular concepts in the discipline, and appropriateness for his/her learners.</p> <p>7. (g) The teacher uses supplementary resources and technologies effectively to ensure accessibility and relevance for all learners.</p> <p>8. (h) The teacher creates opportunities for students to learn, practice, and master academic language in their content.</p> <p>9. (i) The teacher accesses school and/or district-based resources to evaluate the learner's content knowledge in their primary language.</p> <p>Knowledge- 1. (j) The teacher understands major concepts, assumptions, debates, processes of inquiry, and ways</p>	<p>content standards. (4a; 4j; 4n; 4r; 8e) (INTASC Standard 10 Embedded)</p> <p>2. Engages learners in applying methods of inquiry used in the discipline. (4c) (INTASC Standard 10 Embedded)</p> <p>3. Links new concepts to familiar concepts and helps learners see them in connection to their prior experiences. (4d; 4r) (INTASC Standard 10 Embedded)</p> <p>4. Draws upon his/her initial knowledge of common misconceptions in the content area, uses available resources to address them, and consults with colleagues on how to anticipate learner's need for explanations and experiences that create accurate understanding in the content area. (4e; 4k; 4r 9d) (INTASC Standard 10 Embedded)</p> <p>5. Accurately and effectively communicates concepts, processes and knowledge in the discipline, and uses vocabulary and academic language that is clear, correct and appropriate for learners. (4h; 4j; 4l; 5i)</p> <p>6. Consults with other educators to make academic language accessible to learners with different linguistic backgrounds. (4g) (INTASC Standards 9 and 10 Embedded)</p> <p>7. The teacher models and provides opportunities for learners to understand academic language and to use vocabulary to engage in and express content learning. (4c; 4h; 4o)</p> <p><b>Example Assessment</b> (INTASC Standards 4 and 5)- The teacher candidate participates in a lesson study activity with the mentor teacher for a unit of instruction. The teacher candidate will make content explicit through explanation, modeling, representations, and examples as well as providing supplemental explanations to students, creating examples to illustrate the content, guiding student inquiry, and modeling the use of technology and discipline specific thinking skills. Submission Artifacts- Lesson Study Reflection Presentation and Video</p>
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	<p>of knowing that are central to the discipline(s) s/he teaches.</p> <p>2. (k) The teacher understands common misconceptions in learning the discipline and how to guide learners to accurate conceptual understanding.</p> <p>3. (l) The teacher knows and uses the academic language of the discipline and knows how to make it accessible to learners.</p> <p>4. (m) The teacher knows how to integrate culturally relevant content to build on learners' background knowledge.</p> <p>5. (n) The teacher has a deep knowledge of student content standards and learning progressions in the discipline(s) s/he teaches.</p> <p>Disposition-</p> <p>1. (o) The teacher realizes that content knowledge is not a fixed body of facts but is complex, culturally situated, and ever evolving. S/he keeps abreast of new ideas and understandings in the field.</p> <p>2. (p) The teacher appreciates multiple perspectives within the discipline and facilitates learners' critical analysis of these perspectives.</p> <p>3. (q) The teacher recognizes the potential of bias in his/her representation of the discipline and seeks to appropriately address problems of bias.</p> <p>4. (r) The teacher is committed to work toward each learner's mastery of disciplinary content and skills.</p>	<p>(Performance measures drawn directly from INTASC Progressions, pps. 24- 26)</p>
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<p><b>Standard 5</b>  <b>Application of Content</b>  - The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.</p>	<p><b>Performance-</b>  1. (a) The teacher develops and implements projects that guide learners in analyzing the complexities of an issue or question using perspectives from varied disciplines and cross-disciplinary skills (e.g., a water quality study that draws upon biology and chemistry to look at factual information and social studies to examine policy implications).  2. (b) The teacher engages learners in applying content knowledge to real world problems through the lens of interdisciplinary themes (e.g., financial literacy, environmental literacy).  3. (c) The teacher facilitates learners' use of current tools and resources to maximize content learning in varied contexts.  4. (d) The teacher engages learners in questioning and challenging assumptions and approaches in order to foster innovation and problem solving in local and global contexts.  5. (e) The teacher develops learners' communication skills in disciplinary and interdisciplinary contexts by creating meaningful opportunities to employ a variety of forms of communication that address varied audiences and purposes.  6. (f) The teacher engages learners in generating and evaluating new ideas and novel approaches, seeking inventive solutions to problems, and developing original work.  7. (g) The teacher facilitates learners' ability to develop diverse social and cultural perspectives that expand their understanding of local and global issues and create novel approaches to solving problems.</p>	<p><b>Student Intellectual Engagement- 3 credit course-</b>  <b>(Differentiation and Application of Content)-Aligns with INTASC Standards 4 and 5</b>  The teaching candidate:  1. Helps learners see relationships across disciplines by making connections between curriculum materials in a content area and related perspectives from another content area or areas. (5i; 5j) (INTASC Standard 10 Embedded)  2. Provides opportunities for learners to demonstrate their understanding in unique ways, such as model making, visual illustration and metaphor. (INTASC Standards 9 and 10 Embedded)  3. Engages learners in learning and applying the critical thinking skills used in the content area(s). S/he introduces them to the kinds of problems or issues addressed by the content area(s) as well as the local/global contexts for those issues. (5d; 5k; 5m)) (INTASC Standard 10 Embedded)  4. Engages learners in applying content knowledge and skills in authentic contexts. (5b) (INTASC Standard 10 Embedded)  5. Guides learners in gathering, organizing and evaluating information and ideas from digital and other resources and from different perspectives. (5c; 5g; 5k; 5l) (INTASC Standard 9 Embedded)  6. Structures interactions among learners and with local and global peers to support and deepen learning. (5p) (INTASC Standard 10 Embedded)  7. Engages learners in developing literacy and communication skills that support learning in the content area(s). S/he helps them recognize the disciplinary expectations for reading different types of text and for writing in specific contexts for targeted purposes and/or audiences and provides practice in both. (INTASC Standard 10 Embedded) (5e; 5h; 5n; 8h)</p>
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	<p>8. (n) The teacher develops and implements supports for learner literacy development across content areas.</p> <p>Knowledge-</p> <ol style="list-style-type: none"> <li>1. (i) The teacher understands the ways of knowing in his/her discipline, how it relates to other disciplinary approaches to inquiry, and the strengths and limitations of each approach in addressing problems, issues, and concerns.</li> <li>2. (j) The teacher understands how current interdisciplinary themes (e.g., civic literacy, health literacy, global awareness) connect to the core subjects and knows how to weave those themes into meaningful learning experiences.</li> <li>3. (k) The teacher understands the demands of accessing and managing information as well as how to evaluate issues of ethics and quality related to information and its use.</li> <li>4. (l) The teacher understands how to use digital and interactive technologies for efficiently and effectively achieving specific learning goals.</li> <li>5. (m) The teacher understands critical thinking processes and knows how to help learners develop high level questioning skills to promote their independent learning.</li> <li>6. (n) The teacher understands communication modes and skills as vehicles for learning (e.g., information gathering and processing) across disciplines as well as vehicles for expressing learning.</li> <li>7. (o) The teacher understands creative thinking processes and how to engage learners in producing original work.</li> </ol>	<p><b>Example Assessment</b> (INTASC Standards 4 and 5)-</p> <p>The teacher candidate participates in a lesson study activity with the mentor teacher for a unit of instruction. The teacher candidate will make content explicit through explanation, modeling, representations, and examples as well as providing supplemental explanations to students, creating examples to illustrate the content, guiding student inquiry, and modeling the use of technology and discipline specific thinking skills.</p> <p>Submission Artifacts- Lesson Study Reflection Presentation and Video</p> <p>(Performance measures drawn directly from INTASC Progressions, pps. 27- 29)</p>
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	<p>8. (p) The teacher knows where and how to access resources to build global awareness and understanding, and how to integrate them into the curriculum.</p> <p>Disposition-</p> <p>1. (q) The teacher is constantly exploring how to use disciplinary knowledge as a lens to address local and global issues.</p> <p>2. (r) The teacher values knowledge outside his/her own content area and how such knowledge enhances student learning.</p> <p>3. (s) The teacher values flexible learning environments that encourage learner exploration, discovery, and expression across content areas.</p>	
<p><b>Standard 6</b> <b>Assessment</b> - The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide decision making for teachers and learners</p>	<p><b>Performance-</b></p> <p>1. (a) The teacher balances the use of formative and summative assessment as appropriate to support, verify, and document learning.</p> <p>2. (b) The teacher designs assessments that match learning objectives with assessment methods and minimizes sources of bias that can distort assessment results.</p> <p>3. (c) The teacher works independently and collaboratively to examine test and other performance data to understand each learner's progress and to guide planning.</p> <p>4. (d) The teacher engages learners in understanding and identifying quality work and provides them with effective descriptive feedback to guide their progress toward that work.</p>	<p><b>Successful Learning for All Students- 3 credit course- (Designing Instruction and Assessment Literacy)-Aligns with INTASC Standards 6, 7, and 8</b></p> <p><b>The teaching candidate:</b></p> <p>1. Uses data from multiple types of assessments to draw conclusions about learner progress toward learning objectives that lead to standards and uses this analysis to guide instruction to meet learner needs. S/he keeps digital and/or other records to support his/her analysis and reporting of learner progress. (6c; 6g; 6j; 6l; 6o; 6t) (INTASC Standards 9 and 10 Embedded)</p> <p>2. Engages in ethical practice of formal and informal assessment implementing various kinds of assessments in the ways they were intended to be used and accurately interpreting the results.(6j; 6k; 6v) (INTASC Standard 9 Embedded)</p> <p>3. Participates in collegial conversations to improve individual and collective instructional practice based on formative and</p>

	<p>5. (e) The teacher engages learners in multiple ways of demonstrating knowledge and skill as part of the assessment process.</p> <p>6. (f) The teacher models and structures processes that guide learners in examining their own thinking and learning as well as the performance of others.</p> <p>7. (g) The teacher effectively uses multiple and appropriate types of assessment data to identify each student's learning needs and to develop differentiated learning experiences.</p> <p>8. (h) The teacher prepares all learners for the demands of particular assessment formats and makes appropriate accommodations in assessments or testing conditions, especially for learners with disabilities and language learning needs.</p> <p>9. (i) The teacher continually seeks appropriate ways to employ technology to support assessment practice both to engage learners more fully and to assess and address learner needs.</p> <p>Knowledge-</p> <p>1. (j) The teacher understands the differences between formative and summative applications of assessment and knows how and when to use each.</p> <p>2. (k) The teacher understands the range of types and multiple purposes of assessment and how to design, adapt, or select appropriate assessments to address specific learning goals and individual differences, and to minimize sources of bias.</p> <p>3. (l) The teacher knows how to analyze assessment data to understand patterns and gaps in learning, to guide planning and instruction, and to provide meaningful feedback to all learners.</p>	<p>summative assessment data.(6c) (INTASC Standards 9 and 10 Embedded)</p> <p>4. Engages each learner in examining samples of quality work on the type of assignment being given. S/he provides learners with criteria for the assignment to guide performance. Using these criteria, s/he points out strengths in performance and offers concrete suggestions for how to improve their work. S/he structures reflection prompts to assist each learner in examining his/her work and making improvements. (6d; 6f; 6n; 6o; 6q; 6r; 6s) (INTASC Standards 9 and 10 Embedded)</p> <p>5. Matches learning goals with classroom assessment methods and gives learners multiple practice assessments to promote growth. (6b; 6j; 6k)</p> <p>6. Uses, designs or adapts a variety of classroom formative assessments, matching the method with the type of learning objective. (6a; 6b; 6j; 6k; 6r; 6t) (INTASC Standard 10 Embedded)</p> <p>8. Implements required accommodations in assessments and testing conditions for learners with disabilities and language learning needs. (6i; 6k; 6p; 6u) (INTASC Standard 9 Embedded)</p> <p>9. Differentiates assessments, which may include providing more challenging learning goals for learners who are advanced academically.(6k) (INTASC Standard 9 Embedded)</p> <p>10. Makes digital and/or other records of learner performance so that s/he can monitor each learner's progress.(6i) (INTASC Standard 9 Embedded)</p> <p><b>Example Assessment</b> (INTASC Standard 6)- The teacher candidate will conduct a series of formative assessments associated with a sequence of lessons designed to elicit the higher level thinking skills of the students. Components must include the selection of short and long-term learning goals</p>
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	<p>4. (m) The teacher knows when and how to engage learners in analyzing their own assessment results and in helping to set goals for their own learning.</p> <p>5. (n) The teacher understands the positive impact of effective descriptive feedback for learners and knows a variety of strategies for communicating this feedback.</p> <p>6. (o) The teacher knows when and how to evaluate and report learner progress against standards.</p> <p>7. (p) The teacher understands how to prepare learners for assessments and how to make accommodations in assessments and testing conditions, especially for learners with disabilities and language learning needs.</p> <p><b>Disposition-</b></p> <p>1. (q) The teacher is committed to engaging learners actively in assessment processes and to developing each learner's capacity to review and communicate about their own progress and learning.</p> <p>2. (r) The teacher takes responsibility for aligning instruction and assessment with learning goals.</p> <p>3. (s) The teacher is committed to providing timely and effective descriptive feedback to learners on their progress.</p> <p>4. (t) The teacher is committed to using multiple types of assessment processes to support, verify, and document learning.</p> <p>5. (u) The teacher is committed to making accommodations in assessments and testing conditions, especially for learners with disabilities and language learning needs.</p>	<p>referenced to an external benchmark, eliciting and interpreting individual student's thinking, recognizing common patterns of student thinking, providing oral and written feedback to students, and identifying and implementing an instructional response or strategy in response to common student thinking. Evaluation should be based on the teacher candidate's ability to accurately describe their students' development of higher level thinking skills over a specified period of time.</p> <p>Submission Artifacts- Student and Teacher Work Samples</p> <p>(Performance measures drawn directly from INTASC Progressions, pps. 30- 33)</p>
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	<p>6. (v) The teacher is committed to the ethical use of various assessments and assessment data to identify learner strengths and needs to promote learner growth.</p>	
<p><b>Standard 7</b>  <b>Planning for Instruction</b>  - The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.</p>	<p><b>Performance-</b>  1. (a) The teacher individually and collaboratively selects and creates learning experiences that are appropriate for curriculum goals and content standards, and are relevant to learners.  2. (b) The teacher plans how to achieve each student's learning goals, choosing appropriate strategies and accommodations, resources, and materials to differentiate instruction for individuals and groups of learners.  3. (c) The teacher develops appropriate sequencing of learning experiences and provides multiple ways to demonstrate knowledge and skill.  4. (d) The teacher plans for instruction based on formative and summative assessment data, prior learner knowledge, and learner interest.  5. (e) The teacher plans collaboratively with professionals who have specialized expertise (e.g., special educators, related service providers, language learning specialists, librarians, media specialists) to design and jointly deliver as appropriate effective learning experiences to meet unique learning needs.  6. (f) The teacher evaluates plans in relation to short- and long-range goals and systematically adjusts plans to meet each student's learning needs and enhance learning.</p> <p><b>Knowledge-</b></p>	<p><u>Successful Learning for All Students- 3 credit course- (Designing Instruction and Assessment Literacy)-Aligns with INTASC Standards 6, 7, and 8</u>  <b>The teaching candidate:</b>  1. Plans and sequences common learning experiences and performance tasks linked to the learning objectives, and makes content relevant to learners. (7a; 7c; 7k) (INTASC Standard 10 Embedded)  2. Uses learner performance data and his/her knowledge of learners to identify learners who need significant intervention to support or advance learning. S/he seeks assistance from colleagues and specialists to identify resources and refine plans to meet learner needs. (7d; 7e; 7n; 7p) (INTASC Standards 9 and 10 Embedded)  3. Uses the provided curriculum materials and content standards to identify measurable learning objectives based on target knowledge and skills. (7a; 7g) (INTASC Standard 10 Embedded)  4. Identifies learners who need additional support and/or acceleration and designs learning experiences to support their progress. (7j; 7l; 7p) (INTASC Standard 9 Embedded)  5. Integrates technology resources into instructional plans. (7k; 7m; 8o; 8r)  6. Plans instruction using formative and summative data from digital and/or other records of prior performance together with what s/he knows about learners, including developmental levels, prior learning, and interests. (7d; 7f; 7n) (INTASC Standards 9 and 10 Embedded)</p>

	<p>1. (g) The teacher understands content and content standards and how these are organized in the curriculum.</p> <p>2. (h) The teacher understands how integrating cross-disciplinary skills in instruction engages learners purposefully in applying content knowledge.</p> <p>3. (i) The teacher understands learning theory, human development, cultural diversity, and individual differences and how these impact ongoing planning.</p> <p>4. (j) The teacher understands the strengths and needs of individual learners and how to plan instruction that is responsive to these strengths and needs.</p> <p>5. (k) The teacher knows a range of evidence-based instructional strategies, resources, and technological tools and how to use them effectively to plan instruction that meets diverse learning needs.</p> <p>6. (l) The teacher knows when and how to adjust plans based on assessment information and learner responses.</p> <p>7. (m) The teacher knows when and how to access resources and collaborate with others to support student learning (e.g., special educators, related service providers, language learner specialists, librarians, media specialists, community organizations).</p> <p>Disposition-</p> <p>1. (n) The teacher respects learners' diverse strengths and needs and is committed to using this information to plan effective instruction.</p> <p>2. (o) The teacher values planning as a collegial activity that takes into consideration the input of learners, colleagues, families, and the larger community.</p>	<p>7. Uses data from formative assessments to identify adjustments in planning. . (7d; 7i; 7q) (INTASC Standard 10 Embedded)</p> <p>8. Identifies learners with similar strengths and/or needs and groups them for additional supports. (7d; 7i; 7q) (INTASC Standard 10 Embedded)</p> <p>9. Uses data on learner performance over time to inform planning, making adjustments for recurring learning needs. (7f; 7p) (INTASC Standards 9 and 10 Embedded)</p> <p>10. Uses information from informal interactions with families to adjust his/her plans and to incorporate home-based resources to provide further support. (7o; 7q) (INTASC Standards 9 and 10 Embedded)</p> <p>11. Identifies learners with similar strengths and/or needs and groups them for additional supports. (7d; 7i; 7q)</p> <p><b>Example Assessment</b> (INTASC Standard 7)- The teacher candidate will plan a complete unit of instruction for high student engagement. Such units may include discussions, project-based learning, inquiry-based learning, and/or cooperative learning, among other instructional strategies. This task addresses several teaching practices including designing a sequence of lessons towards a specific learning goal; appraising, choosing, and modifying tasks and texts for a specific learning goal; and setting long- and short-term learning goals for students. Evaluation should be based on the teacher candidate's ability to work collaboratively, plan multiple lessons, create classroom activities, and design new strategies.</p> <p>Submission Artifacts- Unit Plan</p> <p>(Performance measures drawn directly from INTASC Progressions, pps. 34- 37)</p>
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	<p>3. (p) The teacher takes professional responsibility to use short- and long-term planning as a means of assuring student learning.</p> <p>4. (q) The teacher believes that plans must always be open to adjustment and revision based on learner needs and changing circumstances.</p>	
<p><b>Standard 8</b>  <b>Instructional Strategies</b>  - The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.</p>	<p><b>Performance-</b></p> <p>1. (a) The teacher uses appropriate strategies and resources to adapt instruction to the needs of individuals and groups of learners.</p> <p>2. (b) The teacher continuously monitors student learning, engages learners in assessing their progress, and adjusts instruction in response to student learning needs.</p> <p>3. (c) The teacher collaborates with learners to design and implement relevant learning experiences, identify their strengths, and access family and community resources to develop their areas of interest.</p> <p>4. (d) The teacher varies his/her role in the instructional process (e.g., instructor, facilitator, coach, audience) in relation to the content and purposes of instruction and the needs of learners.</p> <p>5. (e) The teacher provides multiple models and representations of concepts and skills with opportunities for learners to demonstrate their knowledge through a variety of products and performances.</p> <p>6. (f) The teacher engages all learners in developing higher order questioning skills and metacognitive processes.</p>	<p><u>Successful Learning for All Students- 3 credit course- (Designing Instruction and Assessment Literacy)-Aligns with INTASC Standards 6, 7, and 8</u></p> <p>The teaching candidate:</p> <p>1. Directs students' learning experiences through instructional strategies linked to learning objectives and content standards. (7k) (INTASC Standard 10 Embedded)</p> <p>2. Analyzes individual learner needs (e.g., language, thinking, processing) as well as patterns across groups of learners and uses instructional strategies to respond to those needs. (7j; 8b; 8i; 8p) (INTASC Standards 9 and 10 Embedded)</p> <p>3. Makes the learning objective(s) explicit and understandable to learners, providing a variety of graphic organizers, models, and representations for their learning. (8a; 8e; 8m)</p> <p>4. The teacher integrates primary language resources into instruction. (8k; 8m; 8p) (INTASC Standards 9 and 10 Embedded)</p> <p>5. Seeks assistance in identifying general patterns of need in order to support language learners. (8k; 8m) (INTASC Standards 9 and 10 Embedded)</p> <p>6. Helps learners use a variety of sources and tools, including technology, to access information related to an instructional objective. S/he helps students learn to evaluate the trustworthiness of sources and to organize the information in a way that would be clear to an authentic audience. (8g; 8j; 8n; 8o; 8r) (INTASC Standards 9 and 10 Embedded)</p>

	<p>7. (g) The teacher engages learners in using a range of learning skills and technology tools to access, interpret, evaluate, and apply information.</p> <p>8. (h) The teacher uses a variety of instructional strategies to support and expand learners' communication through speaking, listening, reading, writing, and other modes.</p> <p>9. (i) The teacher asks questions to stimulate discussion that serves different purposes (e.g., probing for learner understanding, helping learners articulate their ideas and thinking processes, stimulating curiosity, and helping learners to question).</p> <p>Knowledge-</p> <p>1. (j) The teacher understands the cognitive processes associated with various kinds of learning (e.g., critical and creative thinking, problem framing and problem solving, invention, memorization and recall) and how these processes can be stimulated.</p> <p>2. (k) The teacher knows how to apply a range of developmentally, culturally, and linguistically appropriate instructional strategies to achieve learning goals.</p> <p>3. (l) The teacher knows when and how to use appropriate strategies to differentiate instruction and engage all learners in complex thinking and meaningful tasks.</p> <p>4. (m) The teacher understands how multiple forms of communication (oral, written, nonverbal, digital, visual) convey ideas, foster self-expression, and build relationships.</p> <p>5. (n) The teacher knows how to use a wide variety of resources, including human and technological, to engage students in learning.</p>	<p>7. Develops learners' abilities to participate in respectful, constructive discussions of content in small and whole group settings. S/he establishes norms that include thoughtful listening, building on one another's ideas, and questioning for clarification. (8i; 8q) (INTASC Standards 9 and 10 Embedded)</p> <p>8. Models the use of non-linguistic representations, concept mapping, and writing to show how learners can express their understanding of content area concepts and assigns work that allows the learners to practice doing so. (8e; 8m; 8q) (INTASC Standard 10 Embedded)</p> <p>9. Prepares (as appropriate to the learning objective) learners to use specific content-related processes and academic language. S/he also incorporates strategies to build group work skills. (4j) (INTASC Standard 10 Embedded)</p> <p>10. Poses questions that elicit learner thinking about information and concepts in the content areas as well as learner application of critical thinking skills such as inference making, comparing, and contrasting. (8f; 8g; 8q) (INTASC Standard 10 Embedded)</p> <p>11. Integrates primary language resources into instruction. (8k; 8m; 8p) (INTASC Standard 9 Embedded)</p> <p><b>Example Assessment</b> (INTASC Standard 8)- The teacher candidate plans and leads a large group discussion. Evaluation should be based on the teacher candidate's ability to engage students, ask questions, and guide the discussion towards a desired curricular outcome. Submission Artifacts- Lesson Plan and Video (Performance measures drawn directly from INTASC Progressions, pps. 37- 40)</p>
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	<p>6. (o) The teacher understands how content and skill development can be supported by media and technology and knows how to evaluate these resources for quality, accuracy, and effectiveness.</p> <p>Disposition-</p> <p>1. (p) The teacher is committed to deepening awareness and understanding the strengths and needs of diverse learners when planning and adjusting instruction.</p> <p>2. (q) The teacher values the variety of ways people communicate and encourages learners to develop and use multiple forms of communication.</p> <p>3. (r) The teacher is committed to exploring how the use of new and emerging technologies can support and promote student learning.</p> <p>4. (s) The teacher values flexibility and reciprocity in the teaching process as necessary for adapting instruction to learner responses, ideas, and needs.</p>	
<p><b>Standard 9</b> <b>Professional Learning and Ethical Practice</b> - The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.</p>	<p><b>Performance-</b></p> <p>1. (a) The teacher engages in ongoing learning opportunities to develop knowledge and skills in order to provide all learners with engaging curriculum and learning experiences based on local and state standards.</p> <p>2. (b) The teacher engages in meaningful and appropriate professional learning experiences aligned with his/her own needs and the needs of the learners, school, and system.</p> <p>3. (c) Independently and in collaboration with colleagues, the teacher uses a variety of data (e.g., systematic observation, information about learners,</p>	<p><b>Standard 9 is embedded in courses identified above.</b></p> <p>The teacher candidate:</p> <p>1. Engages in structured individual and group professional learning opportunities to reflect on, identify, and address improvement needs and to enable him/her to provide all learners with engaging curriculum and learning experiences. (5r; 9a; 9b; 9k; 9n; 10f; 10t) (Enrollment and Participation in Alternate Authorization Program/Completion of Modules 1-5)</p> <p>2. Completes professional learning processes and activities required by the state in order to meet recertification or re-licensure requirements. (9b; 9k; 9n; 10t) (Enrollment and Participation in Alternate Authorization Program/Completion of Modules 1-5)</p>



	<p>research) to evaluate the outcomes of teaching and learning and to adapt planning and practice.</p> <p>4. (d) The teacher actively seeks professional, community, and technological resources, within and outside the school, as supports for analysis, reflection, and problem-solving.</p> <p>5. (e) The teacher reflects on his/her personal biases and accesses resources to deepen his/her own understanding of cultural, ethnic, gender, and learning differences to build stronger relationships and create more relevant learning experiences.</p> <p>6. (f) The teacher advocates, models, and teaches safe, legal, and ethical use of information and technology including appropriate documentation of sources and respect for others in the use of social media.</p> <p>Knowledge-</p> <p>1. (g) The teacher understands and knows how to use a variety of self-assessment and problem-solving strategies to analyze and reflect on his/her practice and to plan for adaptations/adjustments.</p> <p>2. (h) The teacher knows how to use learner data to analyze practice and differentiate instruction accordingly.</p> <p>3. (i) The teacher understands how personal identity, worldview, and prior experience affect perceptions and expectations, and recognizes how they may bias behaviors and interactions with others.</p> <p>4. (j) The teacher understands laws related to learners' rights and teacher responsibilities (e.g., for educational equity, appropriate education for learners with disabilities, confidentiality, privacy, appropriate treatment of learners, reporting in situations related to possible child abuse).</p>	<p>3. Actively seeks professional, community, and technological resources, within and outside the school, as supports for analysis, reflection, and problem-solving. (9d) (Embedded in Module 5)</p> <p>4. Observes and reflects upon learners' responses to instruction to identify areas and set goals for improved practice. (7p; 9c; 9g; 9i) (Embedded in Module 5)</p> <p>5. Seeks and reflects upon feedback from colleagues to evaluate the effects of her/his actions on learners, colleagues and community members. (9a; 9g; 9m; 9n) (Embedded in Modules 4 and 5)</p> <p>6. Gathers, synthesizes and analyzes a variety of data from sources inside and outside of the school to adapt instructional practices and other professional behaviors to better meet learners' needs. (9a; 9c; 9g; 9h; 9k; 9l; 9n) (Embedded in Module 5)</p> <p>7. Acts in accordance with ethical codes of conduct and professional standards. (9o) (Embedded in Module 5)</p> <p>8. Complies with laws and policies related to learners' rights and teachers' responsibilities. (9j; 9o) (Embedded in Module 3)</p> <p>9. Accesses information and uses technology in safe, legal and ethical ways. (9f; 9j; 9o; 9o) (Embedded in Module 5)</p> <p>10. Follows established rules and policies to ensure learners access information and technology in safe, legal and ethical ways. (9f) (Embedded in Modules 3, 4, and 5)</p> <p>11. Recognizes how his/her identity affects perceptions and biases and reflects on the fairness and equity of his/her decisions.(4q; 9e; 9m) (Embedded in Modules 2 and 5)</p> <p>12. Accesses resources to deepen his/her understanding of the cultural, ethnic, gender and learning differences among learners and their communities. (9e) (Embedded in Modules 1, 4, and 5)</p>
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	<p>5. (k) The teacher knows how to build and implement a plan for professional growth directly aligned with his/her needs as a growing professional using feedback from teacher evaluations and observations, data on learner performance, and school- and system-wide priorities.</p> <p>Disposition-</p> <p>1. (l) The teacher takes responsibility for student learning and uses ongoing analysis and reflection to improve planning and practice.</p> <p>2. (m) The teacher is committed to deepening understanding of his/her own frames of reference (e.g., culture, gender, language, abilities, ways of knowing), the potential biases in these frames, and their impact on expectations for and relationships with learners and their families.</p> <p>3. (n) The teacher sees him/herself as a learner, continuously seeking opportunities to draw upon current education policy and research as sources of analysis and reflection to improve practice.</p> <p>4. (o) The teacher understands the expectations of the profession including codes of ethics, professional standards of practice, and relevant law and policy.</p>	<p>13. Reflects on the needs of individual learners and how well they are being addressed, seeking to build support for all learners. (9l) (Embedded in Modules 1, 4, and 5)</p> <p><b>Example Assessment</b> (INTASC Standard 9)-</p> <p>The teacher candidate video records a 12-15 minute segment of teaching, analyzes it, and writes a reflective paper. Evaluation should include the teacher candidate's ability to collect a teaching video, accurately and objectively describe student behavior, make inferences about teaching, and adjust teaching strategies based on an analysis of data.</p> <p>Submission Artifacts- Video and Reflective Paper</p> <p>(Performance measures drawn directly from INTASC Progressions, pps. 41- 44)</p>
<p><b>Standard 10</b>  <b>Leadership and Collaboration</b>          -The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals,</p>	<p><b>Performance-</b></p> <p>1. (a) The teacher takes an active role on the instructional team, giving and receiving feedback on practice, examining learner work, analyzing data from multiple sources, and sharing responsibility for decision making and accountability for each student's learning.</p>	<p><b>Standard 10 is embedded in courses identified above.</b></p> <p>The teacher candidate:</p> <p>1. Participates on the instructional team(s) and uses advice and support from colleagues to meet the needs of all learners. (10a; 10n; 10r) (Embedded in Modules 4 and 5)</p> <p>2. Participates in school-wide efforts to implement a shared vision and contributes to a supportive culture. (10a; 10c; 10n; 10o; 10p; 10r) (Embedded in Module 2)</p>



<p>and community members to ensure learner growth, and to advance the profession.</p>	<p>2. (b) The teacher works with other school professionals to plan and jointly facilitate learning on how to meet diverse needs of learners.</p> <p>3. (c) The teacher engages collaboratively in the school-wide effort to build a shared vision and supportive culture, identify common goals, and monitor and evaluate progress toward those goals.</p> <p>4. (d) The teacher works collaboratively with learners and their families to establish mutual expectations and ongoing communication to support learner development and achievement.</p> <p>5. (e) Working with school colleagues, the teacher builds ongoing connections with community resources to enhance student learning and well being.</p> <p>6. (f) The teacher engages in professional learning, contributes to the knowledge and skill of others, and works collaboratively to advance professional practice.</p> <p>7. (g) The teacher uses technological tools and a variety of communication strategies to build local and global learning communities that engage learners, families, and colleagues.</p> <p>8. (h) The teacher uses and generates meaningful research on education issues and policies.</p> <p>9. (i) The teacher seeks appropriate opportunities to model effective practice for colleagues, to lead professional learning activities, and to serve in other leadership roles.</p> <p>10. (j) The teacher advocates to meet the needs of learners, to strengthen the learning environment, and to enact system change.</p>	<p>3. Elicits information about learners and their experiences from families and communities and uses this ongoing communication to support learner development and growth. (10d; 10m; 10q) (Embedded in Module 5)</p> <p>4. Uses technology and other forms of communication to develop collaborative relationships with learners, families, colleagues and the local community. (8n; 10d; 10g) (Embedded in Modules 1, 2, 3, 4, and 5)</p> <p>5. Leads in his/her own classroom, assuming responsibility for and directing student learning toward high expectations. (9i) (Embedded in Modules 1, 2, 3, 4, and 5)</p> <p>6. Makes practice transparent by sharing plans and inviting observation and feedback. (10r) (Embedded in Modules 1, 4, and 5)</p> <p>7. Works to improve practice through action research. (10h) (Embedded in Modules 1, 3, 4, and 5)</p> <p><b>Example Assessment</b> (INTASC Standard 10)- The teacher candidate will plan and conduct a meeting with a parent or guardian. Evaluation should be based on the teacher candidate's ability to clearly communicate student performance, use evidence to support said description, recommend an approach for improving student performance, and suggest parental strategies for supporting the approach. Submission Artifacts- Video Student Work Samples and Evaluation (Performance measures drawn directly from INTASC Progressions, pps. 45- 47)</p>
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	<p>11. (k) The teacher takes on leadership roles at the school, district, state, and/or national level and advocates for learners, the school, the community, and the profession.</p> <p><b>Knowledge-</b></p> <p>1. (l) The teacher understands schools as organizations within a historical, cultural, political, and social context and knows how to work with others across the system to support learners.</p> <p>2. (m) The teacher understands that alignment of family, school, and community spheres of influence enhances student learning and that discontinuity in these spheres of influence interferes with learning.</p> <p>3. (n) The teacher knows how to work with other adults and has developed skills in collaborative interaction appropriate for both face-to-face and virtual contexts.</p> <p>4. (o) The teacher knows how to contribute to a common culture that supports high expectations for student learning.</p> <p><b>Disposition-</b></p> <p>1. (p) The teacher actively shares responsibility for shaping and supporting the mission of his/her school as one of advocacy for learners and accountability for their success.</p> <p>2. (q) The teacher respects families' beliefs, norms, and expectations and seeks to work collaboratively with learners and families in setting and meeting challenging goals.</p> <p>3. (r) The teacher takes initiative to grow and develop with colleagues through interactions that enhance practice and support student learning.</p>	
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	<p><b>4. (s) The teacher takes responsibility for contributing to and advancing the profession.</b></p> <p><b>5. (t) The teacher embraces the challenge of continuous improvement and change.</b></p>	

### **Bachelors of Art - Elementary Education**

#### **Fall 2019**

Gen Ed Com	3
New Course- Foundations of Inquiry Instruction	3
EDUC 202 Field Experience	3
GNED 101 Intro to General Education	3
ENGL 101 English Comp 1	3
MATH 253 Statistics	3
<b>Total</b>	<b>18</b>

#### **Spring 2021**

New Course- Student Intellectual Engagement (INTAS	3
New Course- Pedagogy of Science	3
New Course- ECE Environments	3
EDUC 304 Field Experience	3
New Course- ECE Curriculum Seminar 2	2
New Course- ECE Curriculum Practicum 2	3
<b>Total</b>	<b>17</b>

#### **Spring 2020**

ENGL 102 English Comp 2	3
New Course- ECE Curriculum Practicum 1	3
Gen Ed Social Science	3
Gen Ed Science	4
New Course- ECE Curriculum Seminar 1	3
<b>Total</b>	<b>16</b>

#### **Summer 2021**

New Course- Pedagogy of Fine Arts	3
New Course- Pedagogy of Reading	3
New Course- Mathematical Thinking for Instruction	3
<b>Total</b>	<b>9</b>

#### **Summer 2020**

Gen Ed Humanities	3
Any GE Well	2
Gen Ed Social Science	3
<b>Total</b>	<b>8</b>

#### **Fall 2021**

New Course- Classroom Management (INTASC Stand	3
New Course- ECE Infant/Toddler Teaching Strategies	3
New Course- Pedagogy of Math	3
EDUC 404 Field Experience	3
New Course- Diagnosing and Correcting Reading Diffi	3
ECE Infant/Toddler Practicum	3
<b>Total</b>	<b>18</b>

#### **Fall 2020**

New Course- Learner Development and Learning	3
Gen Ed Science	4
Gen Ed Humanities	3
EDUC 204 Field Experience	4
New Course- Learning Environments (INTASC St	3
<b>Total</b>	<b>17</b>

#### **Spring 2022**

New Course- Successful Learning for All Students (INT	3
EDUC 405 Field Experience (Student Teaching)	12
New Course- Student Teaching Reflection Seminar	2
<b>Total</b>	<b>17</b>

<b>Total Degree Requirements</b>	<b>120</b>
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#### **Credit Summary**

General Education Credits	37
Lower Division Education Credits	15
Upper Division Education Credits	34
Field Experience/Practicums	34
<b>Total</b>	<b>120</b>

## BA Elementary Education Budget

**Students**                    **25**  
**Instructors - New**        **2**  
**Credits**                    **120**  
**Tuition**                    **130**

	Year 1			Year Two			Year Three		
	<i>Fall 18</i>	<i>Spring 19</i>	<i>Sum 19</i>	<i>Fall 19</i>	<i>Spring 20</i>	<i>Sum 20</i>	<i>Fall 20</i>	<i>Spring 21</i>	<i>Sum 21</i>
<i>Tuition Cohort 1</i>	58500	55250	26000	55250	58500	29250	58500	48750	
<i>Tuition Cohort 2</i>				58500	55250	26000	55250	58500	29250
<i>Tuition Cohort 3</i>							58500	55250	26000
<i>Fees</i>				25000	25000		50000	50000	
<b>Total</b>	58500	55250	26000	138750	138750	55250	222250	212500	55250
<i>Salary</i>				42500	42500		86275	86275	
<i>Benefits</i>				25925	25925		35118	35118	
<i>Mentoring</i>	9750	13000		26000	29250		45500	71500	
<i>Benefits</i>	2048	2730		5460	6143		9555	15015	
<i>Instructional Supplies</i>				2000	2000		3500	3500	
<i>Office</i>				1000	1000		2000	2000	
<i>Printing</i>	100	100		2000	2000		2600	2600	
<i>Dues</i>				1000	1000		2000	2000	
<i>Travel</i>	1500	1500		3000	3000		7000	7000	
<i>Other Services</i>				500	500		750	750	
<b>Total Expense</b>	13398	17330	0	109385	113318	0	194298	225758	0
<b>Net</b>	45103	37920	26000	29365	25433	55250	27952	-13258	55250

Students	Year 1			Year Two			Year Three		
	Fall 18	Spring 19	Sum 19	Fall 19	Spring 20	Sum 20	Fall 20	Spring 21	Sum 21
Cohort 1	25	25	25	25	25	25	25	25	
Cohort 2				25	25	25	25	25	25
Cohort 3							25	25	25
<b>Mentoring Credits</b>									
Cohort 1	75	100	0	125	125		150	300	0
Cohort 2				75	100		125	150	
Cohort 3							75	100	
				200	225	0	350	550	
<b>Ed Courses</b>									
Cohort 1	2	1		4	4	1	5	2	
Cohort 2				2	1	0	4	4	
Cohort 3							2	1	
<i>Total</i>	<i>2</i>	<i>1</i>	<i>0</i>	<i>6</i>	<i>5</i>	<i>1</i>	<i>11</i>	<i>7</i>	



### **BA Elementary Education**

#### **Fall 2018**

Gen Ed Com	3
EDUC 201 Foundations of Education	3
EDUC 202 Field Experience	3
GNED 101 Intro to General Education	3
ENGL 101 English Comp 1	3
MATH 143 College Algebra	3

**Total 18**

#### **Spring 2019**

ENGL 102 English Comp 2	3
EDUC 203 Field Experience	4
Gen Ed Social Science	3
Gen Ed Science	4
MATH 157 Math for Elem Teachers	3

**Total 17**

#### **Summer 2019**

Gen Ed Humanities	3
Any GE Well	2
Gen Ed Social Science	3

**Total 8**

#### **Fall 2019**

MATH 257 Math for Elem Teachers	3
EDUC 204 Families, Community & Cultures	3
EDUC 205 Development/ Individual Differences	3
EDUC 204 Field Experience	5
EDUC 215 Ed Technology	3

**Total 17**

#### **Spring 2020**

Gen Ed Science	4
EDUC 301 Instructional Assessment	3
EDUC 302 Pedegogy of Reading	3
EDUC 304 Field Experience	5
EDUC 303 Classroom Management	3

**Total 18**

#### **Summer 2020**

Gen Ed Humanities	3
EDUC 310 Teaching Special Populations	3
Content Area Elective	3

**Total 9**

#### **Fall 2020**

EDUC 401 Pedegogy of Math	3
EDUC 402 Pedegogy of Science	3
EDUC 403 Pedegogy of Fine Arts	3
EDUC 404 Field Experience	6
EDUC 408 Diagnosing and Correcting Reading Difficulties	3

**Total 18**

#### **Spring 2021**

EDUC 410 Best Practices in Teaching	3
EDUC 405 Field Experience	12

**Total 15**

#### **Total Degree Requirements**

**120**

## Fact Sheet

### CSI Proposed Bachelors in Education

#### Workforce Need

*CSI's reputation for rapid and responsive service to Region IV workforce needs is at the forefront of this proposal. The proposal is a direct response to the requests of CSI district taxpayers and has unanimous support of the locally elected CSI Board of Trustees.*

- Region IV has approximately **370 annual openings for teachers**. All teacher education programs across the state produce an average of 846 completers. To fill the gap Region IV would **need to hire 44%** of the completers.
- The proposed program **does not replace** ISU or other university programming, but **augments** it by providing additional choices for regional students in a **compressed timeframe** and alternative instructional strategy **emphasizing work-based learning**. This directly supports the recommendations of the SBOE Teacher Pipeline Committee (see below).

	State DOL data	Federal DOL data	Other data source: (describe)
<b>Local (Service Area)</b>	Projected demand for new teachers based upon growth in Region IV: 1% annually or 23 teachers every year.		ISBE Teacher Pipeline Report  Attrition Rate of Teachers in Region IV: Average of 15% annually or 347 teachers every year.

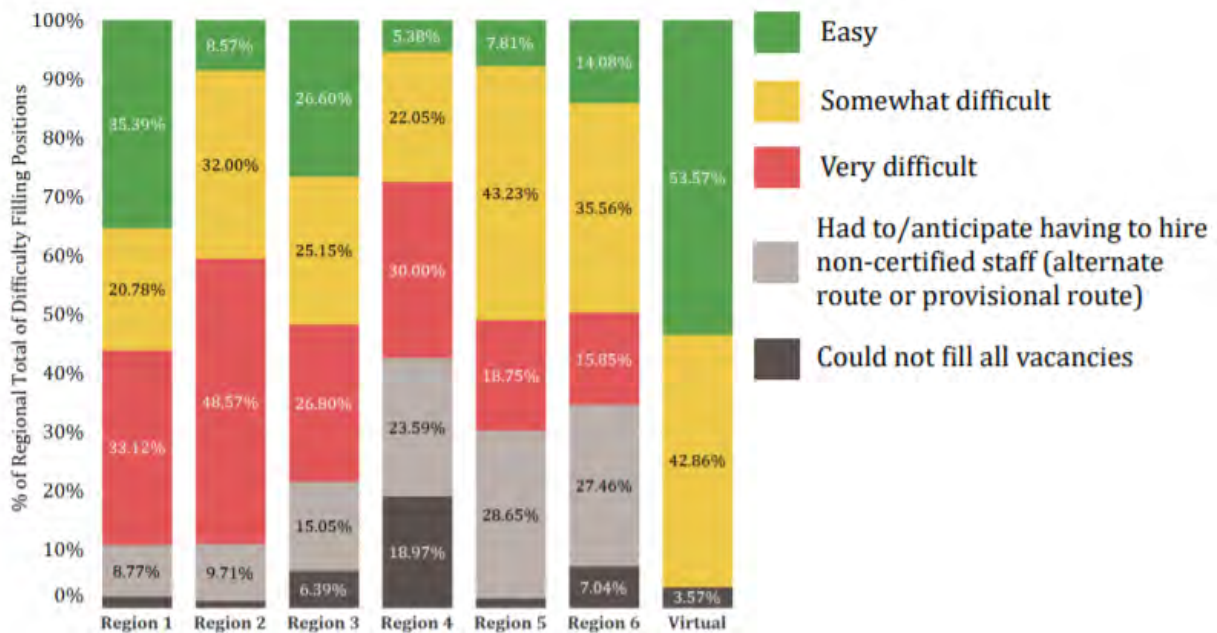
- The number of teachers in Region IV **working on alternative routes to authorization doubled** in two years from 91 or 4% to **166 or 8%**.
- “It also appears that the gap between fully certified vs. interim staff is widening between urban districts and all types of rural districts: fringe, distant, and remote.” 2017 Pipeline Report
- **Rural Remote districts consistently struggle with staffing issues.**

#### Number of School Districts in Region IV in Rural Areas

Town – Remote	Rural – Fringe	Rural – Distant	Rural - Remote
Blaine County Cassia County Filer Jerome Kimberly Minidoka Twin Falls	Buhl Joint Gooding Wendell	Castleford Hagerman Hansen	Bliss Camas County Dietrich Murtaugh Richfield Shoshone

- When asked “How easy or difficult was it to fill vacancies for the 2016-2017 and/or from the 2017-2018 school years?” The 2017 Teachers Pipeline report survey indicated **42.56% of Region IV schools fell into the categories of “Could not fill all vacancies and had to or anticipate having to hire non-certified staff”** the highest percentage in the state.

Distribution of Responses by Region for “How easy or difficult was it to fill vacancies for the 2016-2017 and/or 2017-18 school years in each of the following fields?”



- The conclusion of the Pipeline report indicates that **retention is the primary reason** Idaho is facing a teacher shortage. 76% of the 1550 teachers who exit the profession each year do so before retirement age. *In 2015-2016, 15% of the teachers who left the profession had no prior experience and 11% had 1-3.9 years of experience.* The committee identified **three areas that could be acted upon.**
  1. Compensation that is competitive with other occupations
  2. Preparation that **focuses on pedagogical training and affordability**
  3. **Mentoring and induction programs that utilize trained mentors** and adequate release time for collaboration.

## Solutions

### Affordable Tuition

Academic Year	BSU	ISU	UOI	NNU	COI	CSI
Full Time (16CR)	\$7,694	\$7,166	\$7,488	\$29,300	\$29,400	\$5200*
Per Credit	\$310	\$364	\$374	\$1,265	\$1,225	\$140

\*Includes \$1000 per year - student fees for Education majors upper division

### Apprenticeship Model

*Mentoring and induction programs that utilize trained mentors*

- Cohort group
- 28 Credits of Field Experience in K-12 schools, begins in the first semester.
- All field experience is mentored by master teachers.
- Degree is completed in three years; continuous enrollment including two summer semesters.
- Total cost of the CSI degree \$19,600 compared to ISU degree \$28,664 (as of this writing)

### Support from Region IV Superintendents

*CSI constituents, taxpayers, and stakeholders*

March 21, 2018, Region IV Idaho School Superintendents Association, ***voted unanimously to support CSI efforts to develop a Bachelor's Degree in Education.***

*"I'm writing this letter on behalf of the Region IV Idaho School Superintendents Association. At our meeting on March 21, 2018, Region IV superintendents unanimously voted to support of The College of Southern Idaho in their efforts to create a four-year degree program in the area of education.*

*The study indicates the Magic Valley is experiencing an even greater need for certified teachers that any other region in the state. This great need exists, yet our valley does not have a local higher education institution that allows an individual to receive a teaching certificate.*

*Region IV superintendents encourage you endorse the program proposed by Dr. Fox and the College of Southern Idaho.* **Dale Layne, Superintendent of Schools, Jerome School District; President, Region IV ISSA**

*"I am writing this letter in full support of the College of Southern Idaho offering a four-year degree program in education. Our district will do whatever we can to partner with CSI to make this program a reality.*

*There are many individuals in the Magic Valley willing to enter the educational field yet do not have the opportunity because of being place bound. This venture would provide a positive impact for our local economy as it would place many into a viable, necessary and productive field.*

*On behalf of the Kimberly School District, I would like to thank you for your consideration of developing a four-year degree program.* **Luke Schroeder, Superintendent of Kimberly School District**

*"I am writing this letter to fully endorse the College of Southern Idaho's proposal to offer a four-year degree program in education. I see this as a critical path to addressing the teacher shortage in our region.*

*One of the challenges in addressing this need is the fact the Magic Valley does not have a local higher education institution that allows the individual to receive a teaching certificate. .... the Twin Falls School District stands ready to assist in any way we can to support the proposed program.* **Brady Dickinson, Superintendent of Twin Falls School District**  
*"The Minidoka School District will assist in any way possible to support the proposed four-year education program.*

*I encourage you to endorse the program proposed by Dr. Fox and the College of Southern Idaho."*  
**Dr. Kenneth Cox, Superintendent of Minidoka School District**

## **Support from Area Legislators**

*"The addition of a Teacher Preparation program would offer an excellent opportunity for workforce members in our area. With recent data showing the Magic Valley having the largest proportion of teacher shortages throughout the state, a new Teacher Preparation program would offer a home grown solution to a national problem as well as a regional one with students receiving degrees and staying in the area."* **Sally Toone, Idaho State Representative District 26**

*"We need a four-year degree program in education in the Magic Valley, and CSI is the obvious choice. School Districts are willing to partner in teacher preparation programs, enhanced mentoring and support for teachers to increase retention of all teachers. .... I am very supportive of establishing a Bachelor of Arts Degree in Elementary Education at CSI and will offer my assistance wherever needed."* **Senator Bert Brackett, Idaho State Senate District 23**

*"The current demand for quality educators and the lack of a four-year degree program in the Magic Valley can be partially addressed by offering a four-year degree at CSI. Offering a program through CSI will allow Magic Valley degree seeking students a low-cost opportunity to enter the teaching profession and provide creative opportunities to work with the various school districts, many rural, in the CSI immediate service area."* **Lance Clow, Idaho State Representative District 26**

## **Congruence with State Board of Education Strategic Plan**

***The program proposed directly addresses the Idaho SBOE strategic goals and objectives, and does so at a lower price point for students, thereby increasing access:***

GOAL 2: EDUCATIONAL ATTAINMENT – Idaho’s public colleges and universities will award enough degrees and certificates to meet the education and forecasted workforce needs of Idaho residents necessary to survive and thrive in the changing economy.

Objective A: Higher Level of Educational Attainment – Increase completion of certificates and degrees through Idaho’s educational system.

Objective B: Timely Degree Completion – Close the achievement gap, boost graduation rates and increase on-time degree completion through.

Objective C: Access - Increase access to Idaho’s robust educational system for all Idahoans, regardless of socioeconomic status, age, or geographic location.

GOAL 3: WORKFORCE READINESS - The educational system will provide an individualized environment that facilitates the creation of practical and theoretical knowledge leading to college and career readiness.

Objective A: Workforce Alignment – Prepare students to efficiently and effectively enter and succeed in the workforce.

## **Cost to the State of Idaho**

According to Idaho Code, community college baccalaureate programs must be locally funded and implicate NO state funding, which would include any future outcomes-based funding (OBF) or enrollment workload adjustment (EWA).

**COLLEGE OF SOUTHERN IDAHO**

**SUBJECT**

Bachelor of Applied Science-Advanced Food Technology

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, III.G., Section 33-107(8), Idaho Code and Section 33-2107A, Idaho Code

**ALIGNMENT WITH STRATEGIC PLAN**

The proposed Bachelor of Applied Science (BAS) in Advanced Food Technology aligns with the State Board of Education's Idaho K-20 Public Education Strategic Plan for FY2019 through 2024. Specifically, Goal 2: Educational Attainment, Objectives A and C.

"Milk is Idaho's top commodity based on market receipts, making the dairy sector the leading sector in food processing. Approximately 75% of the state's dairy cows are in South Central Idaho leading to the cluster of dairy manufacturers in the region. The concentration of food processing in south Idaho is 6.5% greater than the national average. The average food processing wage in south central Idaho is \$53,971-35% higher than the average wage of all Idaho jobs at \$40,061."

*Food Processing Industry in Idaho, Idaho Department of Labor*

Goal 2 (Educational Attainment), Objective A (Higher Level of Educational Attainment). There is no other Bachelor of Applied Science in Advanced Food Technology offered in the state. CSI's affordable tuition plus the geographic location of the program offer the opportunity for an increase in the number of students who move through the education system.

Goal 2 (Educational Attainment), Objective C (Access). The College of Southern Idaho's (CSI) proposed Bachelors of Applied Science in Advanced Food Technology is accessible to all Idaho students but particularly benefits the students of Region IV where the need is the greatest. The program would also increase the options for the re-integration of adult learners, including veterans, into the education system. According to the U.S. Census Quarterly Workforce Indicator's report, 52% of Idahoans who work in the manufacturing sector are between the ages of 35-54. The proposed program was purposely designed to allow working students to continue their education and upgrade skills to become eligible for higher paying supervisory work.

Goal 3 (Workforce Readiness), Objective A (Workforce Alignment). The program will prepare students to meet a specific regional and statewide workforce demand in the dairy industry, as described above and in the next section.

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS**  
**JUNE 21, 2018**

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**BACKGROUND/DISCUSSION**

The College of Southern Idaho is responding to a workforce need in its area of service, Region IV. The number of companies moving or expanding in South Central Idaho has continued to increase; Chobani, Glanbia, and McCain Foods have not only moved or expanded their production facilities they have also relocated their research facilities to the valley.

“Many of Idaho’s largest food manufacturers similarly spent millions building or expanding plants to be close to the supply chain, said Ethan Mansfield, economist for the Idaho Department of Labor. Glanbia, Chobani, and other recent Idaho additions are here because the state’s dairy center.”

These expansions have increased the need for research technicians and supervisory personnel, CSI is responding to the requests from the industry to educate the workforce they currently need and plan to increase into the future. “Growing their own” has been the mantra for these companies as the only way they can fill their positions. Almost all of them have college tuition reimbursement plans to support and encourage their employees to continue their education. They need people with the skills this program will provide to fill current and future positions.

Many of CSI’s expected student body are currently employed in the industry and would like to advance in their career. The most frequent opportunities occur in supervision or management positions and require the candidate to have a Bachelor’s degree. A great number of potential students are place bound due to their current positions or family obligations. This program will allow students who are working full-time and have family commitments to take classes on a part-time basis and achieve their career goals. CSI has reported several currently enrolled students have expressed an interest in this program. They are currently looking at online programs that do not have a food science emphasis and feel that a BAS in CSI’s Advanced Food Technology program will help them advance in their current positions.

**IMPACT**

The impact to the food manufacturing companies in Region IV would be significant; CSI is responding to the requests from the industry to educate the workforce they currently need and plan to increase into the future.

**ATTACHMENTS**

Attachment 1 – Proposal – BAS in Advanced Food Technology  
Attachment 2 – Letters of Support

**STAFF COMMENTS AND RECOMMENDATIONS**

The proposed BAS in Advanced Food Technology is listed in CSI’s draft Three-Year Plan, which is scheduled for approval at the Board’s August meeting with a proposed implementation date of Fall 2019. As provided in Board Policy III.Z, no institution has the statewide program responsibility for applied baccalaureate



**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS**  
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programs. Each institution has a service region program responsibility consistent with Board Policy III.Z to assess and ensure the delivery of all educational programs and services necessary to meet the educational workforce needs within its assigned service region. Currently, community colleges are not included in the Academic Service Regions for the responsibility of offering undergraduate (baccalaureate) degrees. Proposed amendments in Board Policy III.Z will be considered by the Board at the June meeting to provide for community colleges in the Academic Service Regions to serve alongside the four-year institutions in sharing responsibility for meeting undergraduate program needs.

CSI has identified a need in Region IV for an applied baccalaureate degree in Advanced Food Technology. Currently CSI offers an Associate of Applied Science and Intermediate Technical Certificate in Food Processing Technology. No institution is offering a BAS in Advanced Food Technology. It can also be noted that Idaho State University has expressed interest in exploring possibilities to collaborate with CSI on this program.

The proposal completed the program review process and was shared with the Council on Academic Affairs and Programs on May 24, 2018 and with the Committee on Instruction, Research, and Student Affairs on June 7, 2018. The proposal has also been reviewed by the State Division of Career-Technical Education and recommends approval.

Staff recommends approval, as this aligns with the mission of the institution to deliver technical training that is responsive to workforce needs. The degree is not an academic baccalaureate degree; and therefore would not conflict with program delivery responsibilities outlined for four-year institutions in Board Policy III.Z.

**BOARD ACTION**

I move to approve the request by the College of Southern Idaho to create a new program that will award a Bachelor of Applied Science in Advanced Food Technology in substantial conformance to the program proposal submitted as Attachment 1.

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

JUNE 21, 2018

## Idaho State Board of Education

## Proposal for Undergraduate/Graduate Degree Program

Date of Proposal Submission:	April 9, 2018
Institution Submitting Proposal:	College of Southern Idaho
Name of College, School, or Division:	Agriculture
Name of Department(s) or Area(s):	Agriculture

## Program Identification for Proposed New or Modified Program:

Program Title:	Advanced Food Technology				
Degree:	BAS	Degree Designation	x	Undergraduate	Graduate
Indicate if Online Program:	x	Yes – a portion of the program is available online.		No	
CIP code (consult IR /Registrar):	01.1002 - FOOD TECHNOLOGY AND PROCESSING				
Proposed Starting Date:	Fall 2019				
Geographical Delivery:	Location(s)	Twin Falls	Region(s)		
Indicate (X) if the program is/has:	x	Self-Support	Professional Fee		
Indicate (X) if the program is:	x	Regional Responsibility	Statewide Responsibility		

## Indicate whether this request is either of the following:

- ☒ New Degree Program
 ☐ Consolidation of Existing Program  
☐ Undergraduate/Graduate Certificates (30 credits or more)
 ☐ New Off-Campus Instructional Program  
☐ Expansion of Existing Program
 ☐ Other (i.e., Contract Program/Collaborative)

College Dean (Institution)

Date

Vice President for Research (Institution; as applicable)

Date

Graduate Dean or other official  
(Institution; as applicable)

Date

Academic Affairs Program Manager, OSBE

Date

EVP/Chief Fiscal Officer (Institution)

Date

Chief Academic Officer, OSBE

Date

Provost/VP for Instruction (Institution)

Date

SBOE/Executive Director Approval

Date

President

Date

**Before completing this form, refer to Board Policy Section III.G., Postsecondary Program Approval and Discontinuance.** This proposal form must be completed for the creation of each new program. All questions must be answered.

## **Rationale for Creation or Modification of the Program**

1. **Describe the request and give an overview of the changes that will result.** Will this program be related or tied to other programs on campus? Identify any existing program that this program will replace.

The College of Southern Idaho currently offers Food Processing Technology and Automation Engineering Technology programs. The college offers a Basic Technical Certificate, Intermediate Technical Certificate, and Associates of Applied Science in each. The new Bachelors of Applied Science (BAS) In Advanced Food Technology will leverage the current programs to fill a gap in the local workforce. Existing programs will help create the BAS pathway for students who want upward mobility in the industry.

2. **Need for the Program.** Describe the student, regional, and statewide needs that will be addressed by this proposal and address the ways in which the proposed program will meet those needs.

"Milk is Idaho's top commodity based on market receipts, making the dairy sector the leader in food processing. Seventy-five percent of the state's dairy cows are in south-central Idaho leading to the cluster of dairy manufactures in the region. The concentration of food processing in southern Idaho is 6.5% greater than the national average. The average food processing wage in south central Idaho is \$53,971 – 35 percent higher than the average wage of all Idaho jobs at \$40,061."--*Food Processing Industry in Idaho, Idaho Department of Labor*

Between the last half of 2016 and the second quarter of 2017, south-central Idaho increased manufacturing jobs by 4.8% for a total of 10,100 employees in the food sector. The rest of the state grew manufacturing jobs 2.8%. --*Idaho Department of Labor*

- a. **Workforce need:** Provide verification of state workforce needs that will be met by this program. Include State and National Department of Labor research on employment potential. Using the chart below, indicate the total projected annual job openings (including growth and replacement demands in your regional area, the state, and nation. Job openings should represent positions which require graduation from a program such as the one proposed. Data should be derived from a source that can be validated and must be no more than two years old.

List the job titles for which this degree is relevant:

1. Production Supervisor
2. Quality Manager
3. Maintenance or Controls Supervisor and Managers
4. Sanitation Manager
5. Supply Chain Logistics
6. Transportation and Warehousing



	State DOL data	Federal DOL data	Other data source: (describe)
<b>Local (Service Area)</b>	Food Manufacturing – 2007 – 2017 -58% increase in Jerome County, 48% increase in Twin Falls County, 41% increase in Minidoka County, 18% increase in Gooding and Cassia Counties		
<b>State</b>	First Line Supervisors - 46% increase change from 2007 – 2017,  Operations Managers – 45% increase change from 2007 - 2017		
<b>Nation</b>		210,800 job openings (2016-2026) for General and Operations Managers, 59,500 job openings for first line supervisors	

Provide (as appropriate) additional narrative as to the workforce needs that will be met by the proposed program.

Unemployment in the Magic Valley is currently at 2.4%. A cursory look through the employment advertisements show many of our food manufacturing companies have multiple open positions, many are for front line supervisors and require a Bachelor's degree. The company representatives that make up our advisory board frequently discuss the hardships of hiring employees who have the necessary education and managerial skills.

The following companies have announced expansions and or plan to hire additional employees: Clif Bar, Chobani, Novolex, McCain Foods, and Fabri-Kal. At a recent Technical Advisory Board meeting for our Food Processing and Automation Engineering programs; a survey was circulated asking local industry if there was a need for BAS in Food Manufacturing and what the student learning outcomes of the program should look like. Companies including: Chobani, Idaho Milk Products, Southern Idaho Foods, McCain Foods, Commercial Creamery, Agropur, Amalgamated Sugar, and Clif Bar all responded with a positive response. (See Appendix 1. Survey Results)

- b. Student need.** What is the most likely source of students who will be expected to enroll (full-time, part-time, outreach, etc.). Document student demand by providing information you have about student interest in the proposed program from inside and outside the institution. If a survey was used, please attach a copy of the survey instrument with a summary of results.

Many of CSI's expected student body are currently employed in the industry and would like to advance in their career. The most frequent opportunities occur in supervision or management

positions and require the candidate to have a Bachelors Degree. A great number of our potential students are place bound due to their current positions or family obligations. This program will allow students who are working full-time and have family commitments to take classes on a part-time basis and achieve their career goals. Several of our currently enrolled students have expressed an interest in this program. They are currently looking at online programs that do not have a food science emphasis and know a BAS in CSI's Advanced Food Technology program will help them advance in their current positions.

- c. Economic Need:** Describe how the proposed program will act to stimulate the state economy by advancing the field, providing research results, etc.

The number of company's moving or expanding in south-central Idaho has continued to increase; Chobani, Glanbia, and McCain Foods have not only moved or expanded their production facilities they have also moved their research facilities to the valley.

"Many of Idaho's largest food manufacturers similarly spent millions building or expanding plants to be close to the supply chain" said Ethan Mansfield, economist for the Idaho Department of Labor." Glanbia, Chobani, and other recent Idaho additions are here because the state's dairy center."

These expansions have increased the need for research technicians and supervisory personnel, the College is responding to the requests from the industry to educate the workforce they currently need and plan to increase into the future. "Growing their own" has been the mantra for these companies as the only way they can fill their positions. Almost all of them have college tuition reimbursement plans to support and encourage their employees to continue their education. They need people with the skills this program will provide to fill current and future positions.

- d. Societal Need:** Describe additional societal benefits and cultural benefits of the program.

Current students, working in food production, want to advance their career goals and currently do not have that opportunity. CSI's program will provide the opportunity to stay in the area and achieve their educational goals.

- e. If Associate's degree, transferability:** NA

- 3. Similar Programs.** Identify similar programs offered within Idaho and in the region by other in-state or bordering state colleges/universities.

CSI's program is unique to the area. Although other colleges/universities in the state, and in surrounding states have Food Science, Business, or Supply Chain Management programs none have a program that combines these topics and allows students to apply the skills as part of their education. Other programs are designed for the more traditional student, this program is designed for part-time students who are currently working. In addition, this program is focused on the applied skills that students will use on the first day on the job.



<b>Similar Programs offered by Idaho public institutions (list the proposed program as well)</b>		
<b>Institution Name</b>	<b>Degree name and Level</b>	<b>Program Name and brief description if warranted</b>
College of Southern Idaho	Bachelors of Applied Science – Advanced Food Technology	Advanced Food Technology – the program is designed to provide an understanding of all aspects of food processing with emphasis on quality management and logistics.

<b>Similar Programs offered by other Idaho institutions and by institutions in nearby states</b>		
<b>Institution Name</b>	<b>Degree name and Level</b>	<b>Program Name and brief description if warranted</b>
NA		

4. **Justification for Duplication with another institution listed above.** (if applicable). If the proposed program is similar to another program offered by an Idaho public institution, provide a rationale as to why any resulting duplication is a net benefit to the state and its citizens. Describe why it is not feasible for existing programs at other institutions to fulfill the need for the proposed program.

There are no other programs in the state.

5. **Describe how this request supports the institution's vision and/or strategic plan.**

The College of Southern Idaho's mission includes the following goals and objectives that align with the request for a Teacher Certification program on our campus:

GOAL 1: COMMUNITY SUCCESS As a community college, we are committed to responding to the diverse needs of the communities we serve and to taking a leadership role in improving the quality of life of the members of those communities.

Objective A: Strengthen the social fabric in the communities we serve.

Objective B: Cultivate economic partnerships across the communities we serve.

Objective C: Meet the workforce needs of the communities we serve.

GOAL 2: STUDENT SUCCESS As an institution of higher education, we exist to meet the diverse educational needs of the communities we serve. Above all institutional priorities is the desire for every student to experience success in the pursuit of a quality education.

Objective A: Foster participation in postsecondary education.

Objective B: Reinforce a commitment to instructional excellence.

Objective C: Support student progress toward achievement of educational goals.

Objective D: Provide evidence of achievement of student learning outcomes.

Objective E: Offer opportunities for student engagement that go beyond the classroom.

CSI will also commit to the same level of excellence in educational practices extant in all of our programs. CSI will use data to constantly improve and monitor the program much as it does for all workforce programs, measuring retention, completion, and post-graduation employment statistics.

6. **Assurance of Quality.** Describe how the institution will ensure the quality of the program. Describe the institutional process of program review. Where appropriate, describe applicable specialized accreditation and explain why you do or do not plan to seek accreditation.

The existing Food Processing program has a robust industry advisory group that has, and will continue to help shape the curriculum of the BAS. In addition, all CSI programs complete an annual program review; the process includes an analysis of program learning outcomes, enrollment trends, employment data, and a review of system level outcomes. The College is also accredited by the Northwest Commission on Colleges and Universities.

7. **In accordance with Board Policy III.G., an external peer review is required for any new doctoral program.** Attach the peer review report as **Appendix B**.
8. **Teacher Education/Certification Programs** All Educator Preparation programs require review from the Professional Standards Commission (PSC) and approval from the Board. In addition to the proposal form, the Program Approval Matrix (**Appendix C**) is required for any new and modifications to teacher education/certification programs, including endorsements. The matrix must be submitted with the proposal to OSBE and SDE using the online academic program system as one document.
9. **Five-Year Plan: Is the proposed program on your institution's approved 5-year plan? Indicate below.**

Yes   X   No       

Proposed programs submitted to OSBE that are not on the five-year plan must respond to the following questions and meet at least one criterion listed below.

- a. **Describe why the proposed program is not on the institution's five year plan.**  
When did consideration of and planning for the new program begin?
- b. **Describe the immediacy of need for the program.** What would be lost were the institution to delay the proposal for implementation of the new program until it fits within the five-year planning cycle? What would be gained by an early consideration?

The food manufacturing industry is currently growing at a rapid pace in the Magic Valley. With the low unemployment and addition of new jobs the industry needs more trained personal to fill positions as soon as possible. The advisory has agreed that students with the skills gained in this program will find employment quickly. In fact, many of the potential students are currently working in the facility but would be promoted if they were able to gain these skills.

**Criteria.** As appropriate, discuss the following:



- i. How important is the program in meeting your institution's regional or statewide program responsibilities? Describe whether the proposed program is in response to a specific industry need or workforce opportunity.

The College of Southern Idaho is committed to respond to workforce needs in our local industry and the need for students to find gainful employment. The BAS will fill a gap in our local food processing industry, helping them to grow and evolve as well as providing opportunities for students. Management positions in the food manufacturing industry pay a competitive wage allowing local families to thrive.

- ii. Explain if the proposed program is reliant on external funding (grants, donations) with a deadline for acceptance of funding.
- iii. Is there a contractual obligation or partnership opportunity to justify the program?  
NA
- iv. Is the program request or program change in response to accreditation requirements or recommendations? NA
- v. Is the program request or program change in response to recent changes to teacher certification/endorsement requirements? NA

### **Curriculum, Intended Learning Outcomes, and Assessment Plan**

#### **10. Curriculum for the proposed program and its delivery.**

- a. **Summary of requirements.** Provide a summary of program requirements using the following table.

Credit hours in required courses offered by the department (s) offering the program.	62
Credit hours in required courses offered by other departments:	10
Credit hours in institutional general education curriculum	36
Credit hours in free electives	12
Total credit hours required for degree program:	120

- b. **Additional requirements.** Describe additional requirements such as comprehensive examination, senior thesis or other capstone experience, practicum, or internship, some of which may carry credit hours included in the list above.

The program includes eight credits of internship, four in the junior and senior year. Many of our students will be working in the industry and the internship credits and student learning outcomes will be individually developed for each student. The intent is to allow students to work directly with their employers to develop a meaningful internship experience. For students not currently working in the field, our instructors will work with the student and local industry to develop a meaningful internship.



## ***Bachelors of Applied Science – Advanced Food Technology***

### **Year One**

<b>FPTC 101</b> - Overview of the Food Industry	1	<b>FPTC 140</b> - Intro to Food Technology & Processing	4
<b>FPTC 130</b> - Sanitation in Food Processing	3	<b>FPTC 165</b> - Lean Manufacturing	3
<b>FPTC 160</b> - Safety in the Food Processing Industry	3	<b>FPTC 170</b> - Intro of Equipment in Food Processing	4
<b>GNED 101</b>	3	<b>COMM 101</b> or <b>COMM 209</b>	3
<b>MATH 143</b> – College Algebra	3	<b>SOCY 105</b> – Human Relations	3
<b>Total</b>	<b>13</b>	<b>Total</b>	<b>17</b>

### **Year Two**

<b>ENGL 101</b> – English Comp 1	3	<b>BIOL 221</b> – Introductory Microbiology	4
<b>FPTC 135</b> – Controls & Instrumentation	3	<b>ENGL 102</b> – English Comp 2	3
<b>FPTC 142</b> – PLC Systems 1	3	<b>ECON 201</b> – Principles of Macroeconomics	3
<b>CHEM 111</b> – Principles of Chemistry 1	5	<b>FPTC 250</b> – Machine Maintenance	3
		Elective	3
<b>Total</b>	<b>14</b>	<b>Total</b>	<b>16</b>

### **Year Three**

Elective	3	<b>FOOD 380</b> – Food Processing Projects	4
<b>FOOD 370</b> – Adv. Food Technology and Processing	4	<b>FOOD 378</b> – Diagnostics and Troubleshooting	3
Gen Ed Humanities	3	<b>FOOD 410</b> - Internship	4
Business or Technical Communications	3	<b>BUSA 207</b> – Bus Statistics for Decision Making	3
<b>FOOD 374</b> – Auditing of Food Plants	4	Wellness	2
<b>Total</b>	<b>17</b>	<b>Total</b>	<b>16</b>

### **Year Four**

<b>FOOD 401</b> – Food Chemistry and Toxicology	4	<b>FOOD 402</b> – Production and Supply Chain Management	3
<b>FOOD 400</b> – Leadership and Ethics	3	<b>FOOD 350</b> – Food Quality Management	4
<b>FOOD 410</b> - Internship	4	Elective	3
Elective	3	Gen Ed Humanities	3
<b>Total</b>	<b>14</b>	<b>Total</b>	<b>13</b>

## **11. Program Intended Learning Outcomes and Connection to Curriculum.**

- a. **Intended Learning Outcomes.** List the Intended Learning Outcomes for the proposed program, using learner-centered statements that indicate what will students know, be able to do, and value or appreciate as a result of completing the program.

**Students will be able to:**

Develop effective communication skills:

- Present technical data in a clear and concise manner.
- Demonstrate respect for others and effectively manage co-workers and direct reports in a manufacturing environment.
- Demonstrate the highest standards of integrity and ethics while providing leadership and guidance.

Develop critical thinking skills:

- Apply the skills learned in science, math, and program classes to analyze and troubleshoot manufacturing challenges.
- Summarize and critically discuss current affairs in food manufacturing and food science.
- Manage and apply business related skills to understand the legal and ethical issues in a business environment.

Develop Food Manufacturing Knowledge:

- Evaluate the importance of sanitation, food safety, food quality, and equipment maintenance in production of a consumer safe product.
- Demonstrate how different unit operations and instrumentation interact to produce a consistent product.
- Demonstrate the importance of corrective actions and continuous improvement.

## **12. Assessment plans**

- a. Assessment Process.** Describe the assessment process that will be used to evaluate how well students are achieving the intended learning outcomes of the program.

Program learning outcomes are assessed using multiple methods; including capstone projects, internships, and skill demonstrations.

- b. Closing the loop.** How will you ensure that the assessment findings will be used to improve the program?

Course level outcomes are assessed at the end of each semester; results are used to improve instructional methods. Program outcomes are currently assessed at the completion of the AAS. Additional assessment methods will be used to assess the junior and senior level program outcomes. Student performance and input from industry will be used to continually improve the program.

- c. Measures used.** What direct and indirect measures will be used to assess student learning?

Students have the opportunity for indirect assessment at the end of each semester with access to an online course evaluation system. Direct assessment occurs through the evaluation of projects, comprehensive exams, portfolio work, and internship feedback. In addition, Technical Advisory Committee meet twice yearly and give program managers feedback with regards to our graduates.

- d. **Timing and frequency.** When will assessment activities occur and at what frequency?

Assessment activities occur at the end of every semester.

### Enrollments and Graduates

13. **Existing similar programs at Idaho Public Institutions.** Using the chart below, provide enrollments and numbers of graduates for similar existing programs at your institution and other Idaho public institutions.

Existing Similar Programs: Historical enrollments and graduate numbers								
Institution and Program Name	Fall Headcount Enrollment in Program				Number of Graduates From Program (Summer, Fall, Spring)			
	FY__	FY__	FY__	FY__ (most recent)	FY__	FY__	FY__	FY__ (most recent)
<b>BSU</b>								
<b>ISU</b>								
<b>UI</b>								
<b>LCSC</b>								

14. **Projections for proposed program:** Using the chart below, provide projected enrollments and

Proposed Program: Projected Enrollments and Graduates First Five Years											
Program Name:											
Projected Fall Term Headcount Enrollment in Program						Projected Annual Number of Graduates From Program					
FY19 (first year)	FY20	FY21	FY22	FY23	FY24	FY19 (first year)	FY20	FY21	FY22	FY23	FY24
10	13	16	20	20	20				5	8	10

number of graduates for the proposed program:

- 15. Describe the methodology for determining enrollment and graduation projections.** Refer to information provided in Question #2 "Need" above. What is the capacity for the program? Describe your recruitment efforts? How did you determine the projected numbers above?

The BAS is a new program for CSI and is expected to grow over time, accordingly our estimates are low. Currently we plan to enroll 20 students, as the program grows and evolves additional classes and sections can be opened as needed.

- 16. Minimum Enrollments and Graduates.** Have you determined minimums that the program will need to meet in order to be continued? What are those minimums, what is the logical basis for those minimums, what is the time frame, and what is the action that would result?

No minimums have been determined to date.

### **Resources Required for Implementation – fiscal impact and budget**

#### **17. Physical Resources.**

- a. Existing resources.** Describe equipment, space, laboratory instruments, computer(s), or other physical equipment presently available to support the successful implementation of the program.

The existing Food Processing and Automation Engineering program have sufficient equipment that will be used in the new program. In addition, our local industry has indicated a willingness to donate necessary equipment.

- b. Impact of new program.** What will be the impact on existing programs of increased use of physical resources by the proposed program? How will the increased use be accommodated?

The Food Processing and Automation Engineering programs currently has a lab and several classrooms available in the Applied Technology Innovation Center on the CSI campus. Furthermore, the non-specific food manufacturing classes are also taught on campus and so have the necessary physical resources.

- c. Needed resources.** List equipment, space, laboratory instruments, etc., that must be obtained to support the proposed program. Enter the costs of those physical resources into the budget sheet.

No additional resources are needed.

#### **18. Library resources**

- a. Existing resources and impact of new program.** Evaluate library resources, including personnel and space. Are they adequate for the operation of the present program? Will there be an impact on existing programs of increased library usage caused by the proposed program? For off-campus programs, clearly indicate how the library resources are to be provided.

No additional library resources will be needed.



- b. Needed resources.** What new library resources will be required to ensure successful implementation of the program? Enter the costs of those library resources into the budget sheet.

No new library resources will be needed.

## 19. Personnel resources

- a. Needed resources.** Give an overview of the personnel resources that will be needed to implement the program. How many additional sections of existing courses will be needed? Referring to the list of new courses to be created, what instructional capacity will be needed to offer the necessary number of sections?

The College has the necessary personnel to accommodate the additional students, without adding new sections. New upper division courses will also be taught by existing instructors.

- b. Existing resources.** Describe the existing instructional, support, and administrative resources that can be brought to bear to support the successful implementation of the

The current Food Processing Program manager will assume responsibility for the new program. The BAS program will continue to fall under the guidance of the Agriculture department the same Dean, Department Chair and administrative resources.

- c. Impact on existing programs.** What will be the impact on existing programs of increased use of existing personnel resources by the proposed program? How will quality and productivity of existing programs be maintained?

The program builds on some existing courses that are not at capacity so will be taught by current faculty. The new upper division courses will also be taught by existing instructors who will be reassigned from areas where enrollment is trending down.

- d. Needed resources.** List the new personnel that must be hired to support the proposed program. Enter the costs of those personnel resources into the budget sheet.

NA

## 20. Revenue Sources

- a) **Reallocation of funds:** If funding is to come from the reallocation of existing state appropriated funds, please indicate the sources of the reallocation. What impact will the reallocation of funds in support of the program have on other programs?
- b) **New appropriation.** If an above Maintenance of Current Operations (MCO) appropriation is required to fund the program, indicate when the institution plans to include the program in the legislative budget request.

No state funds are allowed to support this program.

- c) **Non-ongoing sources:**
- If the funding is to come from one-time sources such as a donation, indicate the sources of other funding. What are the institution's plans for sustaining the program when that funding ends?
  - Describe the federal grant, other grant(s), special fee arrangements, or contract(s) that will be valid to fund the program. What does the institution propose to do with the program upon termination of those funds?

d) **Student Fees:**

- i. If the proposed program is intended to levy any institutional local fees, explain how doing so meets the requirements of Board Policy V.R., 3.b.
- ii. Provide estimated cost to students and total revenue for self-support programs and for professional fees and other fees anticipated to be requested under Board Policy V.R., if applicable.

Tuition Cost will be approximately \$4200 per year, as determined by the CSI Board of Trustees.

**21.** Using the budget template provided by the Office of the State Board of Education, provide the following information:

- Indicate all resources needed including the planned FTE enrollment, projected revenues, and estimated expenditures for the first **four** fiscal years of the program.
- Include reallocation of existing personnel and resources and anticipated or requested new resources.
- Second and third year estimates should be in constant dollars.
- Amounts should reconcile subsequent pages where budget explanations are provided.
- If the program is contract related, explain the fiscal sources and the year-to-year commitment from the contracting agency(ies) or party(ies).
- Provide an explanation of the fiscal impact of any proposed discontinuance to include impacts to faculty (i.e., salary savings, re-assignments).

**Program Resource Requirements.**

Indicate all resources needed including the planned FTE enrollment, projected revenues, and estimated expenditures for the first **four** fiscal years of the program

- Include reallocation of existing personnel and resources and anticipated or requested new resources.
- Second and third year estimates should be in constant dollars.
- Amounts should reconcile subsequent pages where budget explanations are provided.
- If the program is contract related, explain the fiscal sources and the year-to-year commitment from the contracting agency(is) or party(is).
- Provide an explanation of the fiscal impact of any proposed discontinuance to include impacts to faculty (i.e., salary savings, re-assignments).

**I. PLANNED STUDENT ENROLLMENT**

	FY 19		FY 20		FY 21		FY 22	
	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments		10		13		16		20
B. Shifting enrollments		10		20		22		37
<i>Total Enrollment</i>		20	0	33	0	38	0	57

**II. REVENUE**

	FY 19		FY 20		FY 21		FY 22	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. New Appropriated Funding Request								
2. Institution Funds								
3. Federal								
4. New Tuition Revenues from		\$88,200.00		\$134,400.00		\$163,380.00		\$206,640.00





8. Fringe Benefits	\$	23,707	\$	30,007		\$36,560.00	\$40,340.00
9. Other:							
<b>Total Personnel and Costs</b>	\$0	\$64,527	\$0	\$100,827		\$129,060	\$150,840
	<b>FY 19</b>	<b>FY 20</b>	<b>FY 21</b>	<b>FY 22</b>			
<b>B. Operating Expenditures</b>	On-going	One-time	On-going	One-time	On-going	One-time	One-time
1. Travel		\$4,000.00		\$6,000.00		\$8,000.00	\$10,000.00
2. Professional Services							
3. Other Services							
4. Communications							
5. Materials and Supplies		\$10,500.00		\$17,500.00		\$19,500.00	\$23,500.00
6. Rentals							
7. Materials & Goods for Manufacture & Resale							
8. Miscellaneous							
<b>Total Operating Expenditures</b>	\$0	\$14,500		\$23,500		\$27,500	\$33,500
	<b>FY 19</b>	<b>FY 20</b>	<b>FY 21</b>	<b>FY 22</b>			

	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
<b>C. Capital Outlay</b>								
1. Library Resources								
2. Equipment								
<b>Total Capital Outlay</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>FY 19</b>	<b>FY 20</b>	<b>FY 21</b>	<b>FY 22</b>				
<b>D. Capital Facilities Construction or Major Renovation</b>								
<b>E. Other Costs</b>								
Utilities								
Maintenance & Repairs								
Maintenance & Other Operations	\$5,270.00	\$5,270.00	\$5,270.00	\$5,270.00				\$5,270.00
<b>Total Other Costs</b>	\$0	\$5,270	\$0	\$5,270	\$0	\$5,270	\$0	\$5,270
<b>TOTAL EXPENDITURES:</b>	\$0	\$84,297	\$0	\$129,597	\$0	\$161,830	\$0	\$189,610
<b>Net Income (Deficit)</b>		\$3,903		\$4,803		\$1,550		\$17,030

Budget Notes (specify row and add explanation where needed; e.g., "I.A.,B. FTE is calculated using..."):

30	Tuition is based on \$140 per credit,
51	Year one salary is based on 1/3 time of existing faculty, moving to 90% in the third year and 100% in year four.
53	Adjunct Faculty are hired in year two and increase as the number of students grow.
59, 61	.001 % of Administrative, Student Services and IT have been allocated to the program
63	Benefits are based on 21% plus health insurance.
75,79,83	General and operating expenses are deemed ordinary and necessary for instruction.
116	Maintenance and operation cost per square foot of building utilized for instruction is applied at \$8.38 per S.F.





## *Technical Advisory Advanced Food Processing Survey Results*

### **Survey Questions –**

1. **Would you find a Technical Bachelors useful in your facilities?**    11 - Yes    1 - No  
If so, what kinds of positions would these students hold? (general descriptions are fine).

**Summary of Answers:**

*Automation/Maintenance/Programmers/PLC, etc.*

*Quality Assurance/Lab/Quality Control*

*Consultants*

*Documentation*

*Production/Operations*

*Sanitation*

*Safety*

*Environmental and Health Personal*

*Responses included a mix of operators, supervisors and manager level positions within these departments.*

2. **How many credits would you expect to be in upper division types of classes?**

*Responses varied from as low as 20 to as high as 120.*

3. **Assuming they have completed the AAS in Food Processing or Automation Engineering – what additional coursework would be beneficial? What level of math would you want to see them take?**

*Basic Math – (percentages, fractions, dilutions, logarithmic scales, metric conversions etc) – 3*

*Algebra – 4*

*Geometry - 2*

*Calculus – 5*

*Calculus 2 – 1*

*Statistics - 1*

*(some listed multiple math levels)*

4. **What types of sciences would you like them to have taken?**

*Biology - 3*

*Microbiology - 4*

*Chemistry - 10*

*Animal Science - 1*

*Physics - 6*

*Mechanical Engineering - 1*  
*Food Science/Chemistry – 1*  
*Nutrition – 1*  
*Environmental Science - 1*  
*(some listed multiple science classes )*

**5. Which of the following broad categories of course work do you feel are beneficial, required or neither?**

Additional Food Processing or Automation classes 12 - Required 0 - Beneficial 0 - Neither  
 (Sanitation, Food Safety, Electronics, PLCs)

Plant Utilities (HVAC, Boilers, etc.) 6 - Required 6 - Beneficial 0 - Neither  
 General Business 4 - Required 8 - Beneficial 0 - Neither  
 Operations / Project Management 7 - Required 5 - Beneficial 0 - Neither  
 Economics (Micro or Macro) 1 - Required 9 - Beneficial 2 - Neither  
 Technical / Business Writing 6 - Required 5 - Beneficial 1 - Neither  
 Social Science 2 - Required 5 - Beneficial 5 - Neither  
 (Political Science, Sociology, Psychology, History, etc.)

Ethics 6 - Required 4 - Beneficial 2 - Neither  
 Leadership or Leadership Experience 9 - Required 3 - Beneficial 0 - Neither  
 Humanities 1 - Required 3 - Beneficial 8 - Neither  
 (Mythology, Intro to Literature, Foreign Languages, Theatre, etc.)

Marketing 1 - Required 7 - Beneficial 3 - Neither  
 HR Law / Environmental Law 0 - Required 11 - Beneficial 1 - Neither

**Any other classes you can think of?**

Communication - 1 - Required 2 - Beneficial 0 - Neither  
 Microsoft Excel/Word 1 - Required 0 - Beneficial 0 - Neither  
 Basic Computer Science 1 - Required 0 - Beneficial 0 - Neither







## **McCain Foods USA, Inc.**

218 West Highway 30 Burley, ID 83318  
(208) 678-9431 Fax (208) 678-6722

April 2, 2018

To whom it may concern;

I am writing on behalf of McCain Foods to express our support of the College of Southern Idaho establishing an accredited Technical Bachelors Program in Food Processing. McCain Foods has been an inaugural sponsor of the Food Processing program at CSI. We see a strong need to provide specialized training for students and potential employees in the discipline of food manufacturing.

Currently there is a gap between the technical certificate and the bachelor's degree. Students who wish to pursue an advanced degree are forced to leave the area or make the hard choice of staying home and not having opportunities due to the lack of a bachelor's degree.

Part of our qualifications for management roles is a bachelor's degree. Therefore, we are forced to recruit candidates from outside the region. It may also lead us to overlook some potentially qualified individuals who were unable to leave the area for various reasons to pursue an advanced education.

We see the opportunity for students to achieve applied skills and have the option of pursuing more advanced education as a win for industry, the students, and the region. Therefore, we respectfully request serious consideration for granting the College of Southern Idaho's request for a bachelor's program.

Respectfully,

A handwritten signature in blue ink that reads "Jeff D. McCray". The signature is fluid and cursive, with a long horizontal stroke at the end.

Jeff D. McCray  
Plant Manager, McCain Foods



**SALLY TOONE**  
DISTRICT 26  
GOODING, BLAINE,  
CAMAS & LINCOLN COUNTIES



HOME ADDRESS  
2096 EAST 1500 SOUTH  
GOODING, IDAHO 83330  
HOME: (208) 934-8114  
OFFICE: (208) 332-1032  
EMAIL: [stoone@house.idaho.gov](mailto:stoone@house.idaho.gov)

## House of Representatives State of Idaho

March 29, 2018

To Whom It May Concern,

I write this letter in support of the College of Southern Idaho (CSI) and their request to offer two four-year degree programs on their Twin Falls Campus. The College of Southern Idaho has been an integral part of our communities in the Magic Valley since its creation. They have always stepped up to meet the community and business needs throughout the valley. They have always been a partner to all of us in the Valley.

The addition of an Advanced Food Management and Teacher Preparation program will be an excellent opportunity for workforce members in our area. With recent data about the future shortage of a skilled workforce for the economic growth of Southern Idaho, the programs will offer many new companies the perfect area for their business, whether through expansions or brand new. The College of Southern Idaho offers the area a great partner to each of our communities.

The Advance Food Management program will allow our extensive agricultural basis to explore and create many new opportunities for advancement as seen with recent partnerships with Chobani and Glanbia. The nationwide teacher shortage has not escaped Idaho or the Magic Valley. A new Teacher Preparation program would offer a small solution to this national problem with home grown students receiving degrees and staying home. The opportunity to partnership with other 4-year programs also becomes a possibility.

I would encourage you to consider these new programs through the College of Southern Idaho. They would be an asset to the entire region. Thank you for your consideration of this and please contact me if you have any other questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Sally Toone".

Rep. Sally Toone

Idaho State Representative-Dist. 26



3/26/2018

From: John F. Shaw, Jr., Plant Manager – Commercial Creamery Company  
RE: Food Processing Bachelors Program for College of Southern Idaho

To Whom It May Concern:

I am writing to you in support of the application for a Food Processing Bachelors Program at The College of Southern Idaho (CSI). As a recent transplant to Southern Idaho I know that we have a great opportunity to increase the skill level of our employees, especially as it relates to Food Processing (FP). The skills gap in the area is real and, with low employment, the FP companies in Southern Idaho are challenged to find qualified people to hold key positions.

Our company, like many in the industry, are expanding, which will make it increasingly more challenging to attract qualified personnel.

As a member of the Food Processing and Automation Engineering Advisory Board at CSI I have seen first-hand the potential opportunity that CSI has to fill a local, regional and industry need. CSI is uniquely positioned to play an important role.

As you are aware, the program would be focused on applied skills not necessarily theoretical skills, and students will be receiving industry recognized certifications that they can use as soon as they graduate. The program will be focused on local students, many of whom already work in the FP industry. Keeping students in the local area will help to ensure they pursue careers in the local area where there are plenty of jobs in the FP industry.

We have a very strong advisory board made up of FP industry leaders that will help formulate the curriculum and supplement the equipment and laboratory facilities, so students will gain applicable skills. We will also be able to provide industry specific opportunities for students.

For these reasons and more I strongly advise you to approve the Food Processing Bachelors program at the CSI campus. I understand that offering a Bachelors program at a Community College may be new for the state of Idaho. However, coming from another state I believe that it is not unusual for other areas of the country and I believe that this is a key role of a regional Community College. Thank you, for your consideration.

Regards,



John Shaw

218 South Birch Street  
Jerome, ID 83338  
[www.cheesepowder.com](http://www.cheesepowder.com)

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS**  
**JUNE 21, 2018**

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**SUBJECT**

Board Policy III.C. "Graduate Medical Education Committee" First Reading

**REFERENCE**

January 2009	Idaho State Board of Education (Board) approved recommendations from the report of the Board's Medical Education Committee (MEC) and forwarded report to the Governor and Legislature
April 2009	Board approved implementation of ten recommendations from the MEC report
August 2012	Board received update and discussed status of implementation of the MEC's recommendations
December 2016	Board accepted the findings and recommendations of its MEC and forwarded the report to the Governor
August 2017	Board approved FY2019 line item request for Health Education Programs which included \$5.239 million in additional funding to launch a 10-year, comprehensive Graduate Medical Education (GME) plan
December 2017	Board approved GME 10-year plan and forwarded plan to the Governor
April 2018	Board directed staff to revise the December 2017 GME 10-year plan, in coordination with members of the Idaho medical community and other stakeholders, to adapt the plan to the FY2019 appropriation for Health Education Programs.

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**ALIGNMENT WITH STRATEGIC PLAN**

Goal 3 (Workforce Alignment), Objective B (Medical Education)

**BACKGROUND/DISCUSSION**

The proposed policy establishes the committee and its purpose. The committee will play a vital role in the further refinement of the 10-year General Medical Education (GME) plan, the development of recommendations to the Board on the implementation of the plan. The Committee will be an essential catalyst in the Board's efforts to address the statewide need for producing—and retaining—physicians and their associated health care provider teams to serve all areas of Idaho.

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS**  
**JUNE 21, 2018**

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The development and implementation of the Board's Graduate Medical Education (GME) initiatives for FY2018 and the subsequent creation and coordination for the Board's strategic 10-year Graduate Medical Education plan, which received \$2,068,000 in funding in the FY2019 budget enacted in March 2018, was made possible by the support of a team of the Idaho's residency program directors, the Idaho Medical Association, and other subject matter experts and stakeholders. This team, which operated as an "ad hoc" advisory committee to the Board, continues to support the Board's initiative, and will be essential to the process of updating and implementing the FY2019—and future years'—components of the plan. The proposed Board policy will codify this committee as the "GME Committee" (Committee) and recognize the enduring role of the group.

**IMPACT**

The Committee will provide updates and develop plans as directed by the Board, and will keep the Board apprised of needs and activities involving Graduate Medication Education in the state.

**ATTACHMENTS**

Attachment 1 – Propose Board Governing Policy and Procedures, Section III.C.

**STAFF COMMENTS AND RECOMMENDATIONS**

The proposed Board policy for the GME Committee, by intention, allows flexibility in the membership and the range of activities which may be undertaken by the team at the Board's request. This reflects the dynamic—and growing—scope of activities and participating entities in the GME effort. The policy also notes that the Committee may be called upon to support non-GME healthcare initiatives that may complement residency matters, for example, in providing advice to the Board on options for addressing other issues and recommendations identified in the Board's 2016 MEC report to the Governor. The diverse membership of the Committee, comprised of highly experienced and highly credible leaders from Idaho's medical community, will provide synergy among GME plan elements and will facilitate coordination with health care organizations in all regions of the state.

The draft Committee operating guidelines at Attachment 2 have been distributed and vetted by the prospective members of the Committee—and the draft has been strongly supported by the GME team.

Among the key initial actions of the Committee will be to support the Board staff in developing the Health Education Programs budget request for FY2020, and in presenting an updated 10-year GME plan (for FY2020-2029) not later than October 2018, as directed by the Board at its April 2018 meeting.

Staff recommends approval.

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS**  
**JUNE 21, 2018**

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**BOARD ACTION**

I move to approve the first reading of proposed Board Policy III.C. as provided at Attachment 1.

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

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**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**  
**SECTION: III. POSTSECONDARY AFFAIRS**  
**SUBSECTION: C. Graduate Medical Education Committee**

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**August 2018**

**1. Purpose**

The purpose of the Graduate Medical Education Committee (Committee) is to provide recommendations to the Board on ways to enhance graduate medication in the state of Idaho and the development, implementation, and monitoring of the Board's graduate medical education short and long-term plans. The Committee shall report to the Board through the Instruction, Research and Student Affairs Committee.

**2. Committee Membership**

- a. The Committee shall be made up of no more than thirty (30) members at any one time and shall, at a minimum, consist of:
  - i. The program director (or designee) from each of the residency training programs in Idaho which receive state funding;
  - ii. One representative from each of the three primary medical schools which collaborate with the state in providing undergraduate medical training;
  - iii. One or more representatives from the Idaho Medical Association;
  - iv. One or more representatives from the Idaho Hospital Association;
  - v. One representatives from each of the Idaho graduate medical education teaching hospitals; and
  - vi. One representative from the Office of the State Board of Education.

Original appointments shall be for terms that are initially staggered to provide a rolling renewal of appointments. Thereafter, appointments shall be for five years, commencing on July 1st. All members of the Committee shall have equal voting privileges. Appointments to vacant positions during the previous incumbent's term shall be for the remainder of the open term.

- b. The Committee shall elect officers, to include a chairperson and vice-chairperson. Officers are elected to a two (2) year term. No officer may serve more than two (2) consecutive terms.

**3. Nominating Process**

The Committee shall nominate candidates for membership for Board consideration. The list of candidates including letters of interest and biographical information must be forwarded to the Board for consideration not less than 60 days prior to expiration of the term of a committee member, or within 30 days after any vacancy.

a. Incumbent Reappointment

If the incumbent candidate is interested in reappointment and is eligible to continue serving based on the Committee's current membership structure, the incumbent will provide in writing his or her interest for reappointment, which will be forwarded to the Board for consideration.

b. Open Appointment

- i. Committee members shall solicit nominations from all constituency groups.
- ii. Each nominee must provide a written statement expressing his or her interest in becoming a member of the Committee. Each nominee must also provide a description of his or her qualifications.
- iii. The Committee will review all nominations for the vacant position and will forward the qualified candidates with recommendations to the Board for consideration.

The Board may, after a review of nominee's pursuant to the process described herein, consider other candidates for Council membership identified by the Board or its staff.



**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS**  
**JUNE 21, 2018**

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**SUBJECT**

Board Policy III.E. Certificates and Degrees – First Reading

**REFERENCE**

October 2002	Board approved the first reading of amendments to Board Policy III.E.
December 2002	Board approved the second reading of amendments to Board Policy III.E.
December 2013	Board approved first reading of amendments to Board Policy III.E.
February 2014	Board approved the second reading of amendments to Board Policy III.E.

**APPLICABLE STATUTES, RULE OR POLICY**

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

**ALIGNMENT WITH STRATEGIC PLAN**

Goal 2 (Educational Attainment), Objective A (Higher Level of Educational Attainment)  
Goal 3 (Workforce Readiness), Objective A (Workforce Alignment)

**BACKGROUND/DISCUSSION**

Board Policy III.E provides definitions of certificates and degrees for academic and career technical education programs offered by Idaho's eight public institutions. The Board has not reviewed definitions for academic programs since 2002. The proposed amendments will update the definition of a baccalaureate degree to clarify that coursework may include academic and technical courses.

**IMPACT**

Proposed amendments will recognize those institutions with a technical mission can deliver a baccalaureate degree that has a hybrid academic-technical curriculum, which is different from most baccalaureate degree programs that maintain only an academic component.

**ATTACHMENTS**

Attachment 1 – Proposed Amendments to Board Policy III.E.-First Reading

**STAFF COMMENTS AND RECOMMENDATIONS**

The Council on Academic Affairs and Programs reviewed the proposed policy amendments at their May 24, 2018.

Staff recommends approval.

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS**  
**JUNE 21, 2018**

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**BOARD ACTION**

I move to approve the first reading of proposed amendments to Board policy III.E. Certificates and Degrees as submitted in Attachment 1.

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

**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**

**SECTION: III. POSTSECONDARY AFFAIRS**

**E. Certificates and Degrees**

**February 2014**

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1. Definitions

Programs of instruction require specified numbers of credits earned through educational work on the part of students. Completion of the program of instruction results in the awarding of a certificate to or conferring of a degree upon the student by the faculty and the Chief Executive Officer. The following definitions have been approved by the Board:

a. CERTIFICATES:

i. Academic Certificate

A credential awarded for completion of a coherent program of study consisting of seven (7) semester credits or more, representing a coherent body of knowledge that does not lead to a degree.

ii. Academic Certificate of Completion

A credential awarded for completion of a coherent program of study consisting of six (6) semester credits or less, representing a coherent body of knowledge that does not lead to an academic certificate or a degree.

iii. Technical Certificate of Completion

A professional-technical credential awarded by the institution consisting of seven (7) semester credits or less that represents mastery of a defined set of competencies

iv. Basic Technical Certificate

A credential awarded for completion of requirements in an approved professional-technical program of at least eight (8) semester credit hours and represents mastery of a defined set of competencies.

v. Intermediate Technical Certificate

A credential awarded for the completion of requirements in an approved professional-technical program of at least 30 semester credit hours and represents mastery of a defined set of competencies.

vi. Advanced Technical Certificate

A credential awarded for completion of requirements in an approved professional-technical program of at least 52 semester credit and represents mastery of a defined set of competencies.

b. ASSOCIATE OF APPLIED SCIENCE DEGREE: A credential awarded for completion of requirements in an approved professional-technical program of at least 60 semester credits (includes a minimum of 15 general education credits)

and represents mastery of a defined set of competencies. An Advanced option may be awarded for additional credits of at least 15 credit hours that are beyond the A.A.S. degree.

- c. ASSOCIATE DEGREE: A credential awarded for completion of requirements entailing at least two (2) but normally less than four (4) years of full-time academic work.
- d. BACCALAUREATE DEGREE: A credential awarded for completion of requirements entailing the equivalent of at least four (4) years of full-time academic and career technical course work. Included are the Bachelor of Applied Science (BAS) and Bachelor of Applied Technology (BAT) degrees.
- e. MASTER'S DEGREE: A credential awarded for completion of requirements entailing at least one (1) but normally not more than two (2) years of full-time academic work beyond the baccalaureate degree, including any required research.
- f. SPECIALIST DEGREE: A credential awarded for completion of requirements entailing at least two (2) but normally not more than three (3) years of full-time academic work beyond the baccalaureate degree.
- g. DOCTORAL DEGREE: A credential awarded for completion of requirements entailing at least three (3) years of full-time academic work beyond the baccalaureate degree, including any required research.

## 2. Academic and Professional-Technical Credit Hour Requirements

A credit hour is an amount of work represented in intended learning outcomes and verified by evidence of student achievement that is an institutionally established equivalency that reasonably approximates not less than:

- a. One (1) hour of classroom or direct faculty instruction and a minimum of two hours of out-of-class student work each week for approximately fifteen weeks for one semester hour of credit, or ten to twelve weeks for one quarter hour of credit, or the equivalent amount of work over a different amount of time; or
- b. At least an equivalent amount of work as required in paragraph (a) of this definition for other academic activities as established by the institution, including laboratory work, internships, practica, studio work, and other academic work leading to the award of credit hours.

## 3. Requirements for Certificate or Degree

Each institution will establish the number of earned credits required for each certificate or degree. The requirements may differ from the general requirements specified in the

definitions, but all credit requirements must receive approval in accordance with the program approval policies provided in III.G. Institutional catalogs will specify the required number of earned credits for each certificate or degree.

#### 4. Authorization Required

Programs offered at the institution, as well as the certificates and degrees to which they lead, are subject to review and approval in accordance with the program approval policies provided in III.G. A certificate or degree conferred upon the student is conferred under the authority of the Board.

#### 5. Authorized Certificates and Degrees

A current listing of authorized certificates and degrees awarded by each institution is maintained at the institution by the Chief Executive Officer and for all institutions at the Office of the State Board of Education.

#### 6. Honorary Degrees

Each institution, except Eastern Idaho Technical College, may award honorary degrees, not to exceed the highest level of Board-authorized degrees currently awarded by the institution, to persons in recognition of distinguished achievements at the local, state, or national level in areas such as education, public service, research, sciences, humanities, business, or other professions. The award of an honorary degree must receive the prior approval of the Chief Executive Officer upon recommendation by the faculty.

Each institution will develop its own procedures for seeking nominations for and selecting honorary degree recipients. Those procedures may include a statement of eligibility requirements for honorary degrees. However, no person who is currently employed by the institution, is a member of the Board or the Board's staff, or is an incumbent elected official is eligible for an honorary degree during the term of employment, appointment, or office.

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**SUBJECT**

Board Policy III.Y. Advanced Opportunities – First Reading

**REFERENCE**

April 2012	Board approved the first reading of amendments to Board Policy III.Y.
June 2012	Board approved the second reading of amendments to Board Policy III.Y.
February 2014	Board approved the first reading of amendments to Board Policy III.Y.
April 2014	Due to the large number of changes between first and second reading, Board approved the amendments as a second first reading.
June 2014	The Board did not approve the second reading of amendments to Board Policy III.Y and directed Board Staff to prepare another first reading of policy.
October 2014	Board approved the first reading of amendments to Board Policy III.Y.
February 2015	Board approved the second reading of amendments to Board Policy III.Y

**APPLICABLE STATUTES, RULE OR POLICY**

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

**ALIGNMENT WITH STRATEGIC PLAN**

Goal 1 (Educational System Alignment), Objective B (Alignment and Coordination)  
Goal 2 (Educational Attainment), Objectives A (Higher Level of Educational Attainment) and B (Timely Degree Completion)

**BACKGROUND/DISCUSSION**

The Advanced Placement® Program, as defined in Board Policy III.Y. Advanced Opportunities, is administered by The College Board and allows a high school student to “earn college credit by scoring well on the national AP exams”. Current policy provides institutions the “discretion to accept the scores from the AP exams to award college credit or advanced standing”.

Proposed amendments include requiring institutions to award academic credit consistently for scores of 3, 4, and 5 on the College Board Advanced Placement (AP) exams. These credits will be accepted to satisfy general education requirements, major requirements, and/or elective credit requirements for degree completion with the option for institutions to award more credit for scores of 4 or 5. Language was also included to require the Board office to review every three years the validity of the credits awarded for the purposes of assessing student performance and preparedness.

**IMPACT**

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Approval of the proposed amendment would align the acceptance of AP scores across institutions and create efficiencies. This would also ensure credit transfer for Advanced Placement across institutions.

**ATTACHMENTS**

Attachment 1 – Board Policy III.Y, Advanced Opportunities –  
First Reading

Page 1

**STAFF COMMENTS AND RECOMMENDATIONS**

Board staff and the Council on Academic Affairs and Programs conducted an analysis of AP exam scores for equivalencies across specific courses. Based on that analysis and beginning with the 2019-20 academic year, each institution will award academic credit for scores of 3, 4, and 5 on the College Board Advanced Placement (AP) exams. Moving forward, institutions will be asked to make every effort to align Advanced Placement credits to courses that support graduation and to only award elective credit as an exception.

Staff recommends approval.

**BOARD ACTION**

I move to approve the first reading of proposed amendments to Board Policy III.Y. Advanced Opportunities as submitted in Attachment 1.

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

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Boise State University, Idaho State University, the University of Idaho, Lewis-Clark State College, Eastern Idaho Technical College, North Idaho College, the College of Southern Idaho, and the College of Western Idaho are covered by these policies. Postsecondary programs intended for transfer come under the purview of the Board.

**1. Purpose**

The State Board of Education is committed to improving the educational opportunities available to Idaho citizens by creating a seamless system of public education. The purpose of this policy is to provide program standards for advanced opportunities for secondary students. To this end, the intent of Advanced Opportunities is:

- a. For postsecondary institutions to provide educational programs and training to their respective service regions;
- b. Support and enhance regional and statewide economic development;
- c. Facilitate collaboration between all school levels, including public elementary and secondary schools;
- d. Prepare secondary graduates for postsecondary programs;
- e. Enhance postsecondary goals;
- f. Reduce duplication and provide for an easy transition between secondary and postsecondary education; and
- g. Reduce the overall cost of educational services and training to the student.

**2. Definitions**

The State Board of Education recognizes four advanced opportunities programs. They are: Advanced Placement®, dual credit, technical competency credit (formerly known as Tech Prep), and the International Baccalaureate program.

**a. Advanced Placement® (AP)**

The Advanced Placement® Program, administered by the College Board, is a series of courses in a variety of subjects. AP courses are not tied to a specific college curriculum, but rather follow national College Board curricula. While taking the AP exam is optional, students may earn college credit by scoring well on the national AP exams. Individual postsecondary institutions have the discretion to accept the scores from the AP exams to award college credit or advanced standing.

**b. Dual Credit**



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- i. Dual credit are courses allowing high school students to simultaneously earn credit toward a high school diploma and a postsecondary degree or certificate. Dual credit is awarded to a student on his or her postsecondary and high school transcript for the successful completion of a single course. Postsecondary institutions work closely with high schools to deliver college courses that are identical to those offered on the college campus. Credits earned in a dual credit class become part of the student's permanent college record. Students may enroll in dual credit courses taught at the high school or on the college campus.
  - ii. Two types of post-secondary credit may be earned: *Academic* and *Technical*. Academic credits apply to postsecondary academic programs and some postsecondary technical programs. Technical credits generally only apply to postsecondary technical programs and are not applicable toward academic postsecondary programs. Students must work closely with their advisor(s) to ensure the credit earned in their dual credit course will apply to their intended postsecondary degree program.
- c. Technical Competency Credit (TCC)
- i. Technical Competency Credit (TCC) allows secondary students to document proficiency in the skills and abilities they develop in approved high school career technical programs to be evaluated for postsecondary transcription at a later date. In addition to the standards outlined in section 4.d below, additional policies of the transcribing post-secondary institution may also apply.
  - ii. Technical Competency Credits are awarded for skills and competencies identified as eligible TCC through a TCC Agreement with at least one Idaho postsecondary institution. Eligible skills and competencies are included in approved high school career technical programs and approved by the postsecondary institution in advance. Students participating in a high school program approved for TCC are not considered postsecondary students until they matriculate to a postsecondary institution.
- d. International Baccalaureate (IB)

Administered by the International Baccalaureate Organization, the IB program provides a comprehensive liberal arts course of study for students in their junior and senior years of high school. IB students take end-of-course exams that may qualify for college-credit. Successful completion of the full course of study leads to an IB diploma.

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**3. Idaho Programs Standards for Advanced Opportunities Programs**

All advanced opportunities programs in the state of Idaho shall be developed and managed in accordance with these standards which were designed to help school districts, colleges and universities plan, implement, and evaluate high quality advanced opportunities programs offered to high school students before they graduate. Students must work closely with their advisor(s) to ensure the credit earned in their Advanced Opportunities course will apply to their intended postsecondary degree program.

**a. Dual Credit Standards for Students Enrolled in Courses Taught at the High School**

**Curriculum**

Curriculum 1 (C1)	Courses administered through a dual credit program are catalogued courses and approved through the regular course approval process of the postsecondary institution. These courses have the same departmental designation, number, title, and credits; additionally these courses adhere to the same course description and course content as the postsecondary course.
Curriculum 2 (C2)	Postsecondary courses administered through a dual credit program are recorded on students' official academic record of the postsecondary institution.
Curriculum 3 (C3)	Postsecondary courses administered through a dual credit program reflect the pedagogical, theoretical and philosophical orientation of the sponsoring faculty and/or academic department at the postsecondary institution.

**Faculty**

Faculty 1 (F1)	Instructors teaching college or university courses through a dual credit program must meet the academic requirements for faculty and instructors teaching at a postsecondary institution or provisions are made to ensure instructors are capable of providing quality college-level instruction through ongoing support and professional development.
Faculty 2 (F2)	The postsecondary institution provides high school instructors with training and orientation in course curriculum, student assessment criteria, course philosophy, and administrative requirements before certifying the instructors to teach the college/university's courses.
Faculty 3 (F3)	Instructors teaching dual credit courses are part of a continuing collegial interaction through professional development, such as seminars, site visits, and ongoing communication with the postsecondary institutions' faculty and dual credit program administration. This interaction addresses issues such as course

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	content, course delivery, assessment, evaluation, and professional development in the field of study.
Faculty 4 (F4)	High school faculty is evaluated by using the same classroom performance standards and processes used to evaluate college faculty.

**Students**

Students 1 (S1)	High school students enrolled in dual credit courses are officially registered or admitted as degree-seeking, non-degree or non-matriculated students of the sponsoring postsecondary institution.
Students 2 (S2)	High school students are provided with a student guide that outlines their responsibilities as well as guidelines for the transfer of credit.
Students 3 (S3)	Students and their parents receive information about Dual Credit programs. Information is posted on the high school's website regarding enrollment, costs, contact information at the high school and the postsecondary institution, grading, expectations of student conduct, and other pertinent information to help the parents and students understand the nature of a Dual Credit course.
Students 4 (S4)	Admission requirements have been established for dual credit courses and criteria have been established to define "student ability to benefit" from a Dual Credit program such as having junior standing or other criteria that are established by the school district, the institution, and State Board of Education Governing Policies and Procedures.
Students 5 (S5)	Prior to enrolling in a dual credit course, provisions are set up for awarding high school credit, college credit or dual credit. During enrollment, the student declares what type of credit they are seeking (high school only, college only or both high school and college credit). To earn college credit, the student must be enrolled at the post-secondary institution.

**Assessment**

Assessment 1 (A1)	Students enrolled in dual credit courses are held to the same course content standards and standards of achievement as those expected of students in postsecondary credit only courses.
Assessment 2 (A2)	Every course offered through a dual credit program is annually reviewed by postsecondary faculty from that discipline and dual credit teachers/staff to assure that grading standards meet those in on-campus sections.
Assessment 3 (A3)	Students enrolled in dual credit courses are assessed and awarded credit using the same methods (e.g. papers, portfolios, quizzes, labs, etc.) as their on-campus counterparts.

**Program Administration and Evaluation**

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Admin & Evaluation 1 (AE1 )	The Dual Credit program practices are assessed and evaluated based on criteria established by the school, institution and the State Board of Education to include at least the following: course evaluations by students, follow-up of the graduates who are college or university freshmen, and a review of instructional practices at the high school to ensure program quality.
Admin & Evaluation 2 (AE2 )	Every course offered through a Dual Credit program is annually reviewed by faculty from that discipline and Dual Credit staff to assure that grading standards meet those in postsecondary sections.
Admin & Evaluation 3 (AE3 )	Students enrolled in dual credit courses are assessed using the same methods (e.g. papers, portfolios, quizzes, labs, etc.) as their on-campus counterparts.
Admin & Evaluation 4 (AE4 )	A data collection system has been established based on criteria established by the high school, institution and State Board of Education to track students enrolled in dual credit courses to provide data regarding the impact of Dual Credit programs in relation to college entrance, retention, matriculation from high school and college, impact on college entrance tests, etc. A study is conducted every 5 years on dual credit graduates who are freshmen and sophomores in a college or university.
Admin & Evaluation 5 (AE 5)	Costs for high school students have been established and this information is provided to students before they enroll in a dual credit course. Students pay a reduced cost per credit that is approved annually at the Board's fee setting meeting and defined in Board Policy V.R. Fees. .
Admin & Evaluation 6 (AE 6)	Agreements have been established between the high school and the postsecondary institution to ensure instructional quality. Teacher qualifications are reviewed, professional development is provided as needed, course content and assessment expectations are reviewed, faculty assessment is discussed, student's costs are established, compensation for the teacher is identified, etc.
Admin & Evaluation 7 (AE 7)	Postsecondary institutions have carefully evaluated how to provide services to all students regardless of where a student is located.

b. Dual Credit Standards for Students Enrolled in Courses at the College/University Campus

A.	The student is admitted by the postsecondary institution as a non-degree seeking student.
B.	The student is charged the part-time credit hour fee or tuition and additional fees as established by the institution.
C.	Instructional costs are borne by the postsecondary institution.

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D.	Four (4) semester college credits are typically equivalent to at least one (1) full year of high school credit in that subject.
E.	As part of the enrollment process, institutions must ensure the student and the student's parent/guardian receive counseling that outlines the risks and possible consequences of enrolling in postsecondary courses, including but not limited to the impacts on future financial aid, and the consequences of failing or not completing a course in which the student enrolls. It is the responsibility of the postsecondary institution to provide advising for all students taking courses on the postsecondary campus.
F.	Students under the age of 16 who are enrolled in a secondary school may seek admission to enroll in courses provided on the postsecondary campus by submitting a petition to the high school principal's office and to the admissions office of the postsecondary institution.

**c. Advanced Placement Standards**

Advanced Placement (AP) courses are taught by high school teachers following the curricular goals administered by The College Board. These courses are academically rigorous and conclude with the optional comprehensive AP exam in May. Students taking AP courses accept the challenge of a rigorous academic curriculum, with the expectation of completing the complex assignments associated with the course and challenging the comprehensive AP exam. The AP Examination is a national assessment based on the AP curriculum, given in each subject area on a specified day at a specified time, as outlined by the College Board. Students and parents are responsible for researching the AP policy of the postsecondary institution the student may wish to attend. Each institution shall publish their credit award policy, including course credit awarded, on their institutional webpage and report the policy annually to the Board office.

College/university credit is based on the successful completion of the AP exam, and dependent upon institutional AP credit acceptance policy. Each institution shall award academic credit for scores of 3, 4, and 5 on the AP exam. Institutions may choose to award more credit for scores of 4 or 5. Institutions shall strive to align Advanced Placement credit awards to courses that fulfill general education or program credit. Elective credit shall only be awarded when a general education or program credit is not available. The Board office shall review, no less than every three years, the validity of the credits awarded to assess student performance based on this policy.

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Institutions may seek an exception to the score requirement in the policy if the institution has evidence that students are not performing adequately in the subsequent course or are in some way disadvantaged academically based on their placement within the Advanced Placement policy. Each institution's chief academic officer or designee shall present the evidence to the Board office. The Board office will convene a committee comprised of faculty, staff, and others to review the findings and render determination as to whether the minimum Advanced Placement score threshold should be increased. Increases may be applied to individual exams.

**Curriculum**

Curriculum 1 (C1)	Postsecondary institutions evaluate AP scores and award credit reflecting the pedagogical, theoretical, and philosophical orientation of the sponsoring faculty and/or academic department at the institution.
Curriculum 2 (C2)	High school credit is given for enrollment and successful completion of an AP class.

**Faculty**

Faculty 1 (F1)	AP teachers shall follow the curricular materials and goals outlined by The College Board.
Faculty 2 (F2)	The AP teacher may attend an AP Institute before teaching the course.

**Students/Parents**

Students 1 (S1)	A fee schedule has been established for the AP exam. Students and their parents pay the fee unless other arrangements have been made by the high school.
Students 2 (S2)	Information must be available from the high school counselor, AP coordinator or other faculty members regarding admission, course content, costs, high school credit offered and student responsibility.

**Assessment**

Assessment 1 (A1)	Students are assessed for high school credit according to the requirements determined by the high school.
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**Program Administration and Evaluation**

Admin & Evaluation 1 (AE1 )	To evaluate the success of the programs and to improve services, the school district must annually review the data provided by The College Board.
Admin & Evaluation 2 (AE2 )	The school district must carefully evaluate how to provide services to all students, regardless of family income, ethnicity, disability, or location of educational setting.

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**d. Technical Competency Credit (TCC) Standards**

Career technical education programs in Idaho are delivered through comprehensive high schools, career technical schools, and the technical college system. Technical Competency Credit allows secondary career technical students the opportunity to earn secondary and postsecondary technical credits. Technical Competency Credit is offered through approved secondary career technical programs with an articulation agreement between the high school and a postsecondary institution. Technical Competency Credit is an advanced learning opportunity that provides a head start on a technical certificate or an applied science degree.

**Curriculum**

Curriculum 1 (C1)	The high school career technical program must have competencies comparable with a postsecondary institution technical program and be identified as eligible for TCC consideration through a TCC Agreement (e.g., articulation agreement) with at least one Idaho postsecondary institution.
Curriculum 2 (C2)	Secondary and postsecondary educators must agree on the technical competencies, the student learning outcomes, and the level of proficiency to be demonstrated by the student.

**Faculty**

Faculty 1 (F1)	Secondary educators must hold appropriate career technical certification in the program area for which credit is to be awarded.
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**Students**

Students 1 (S1)	Technical Competency Credit (TCC) students are high school students; they are neither enrolled in the postsecondary institution nor counted as dual credit students. Students may request transcription of TCCs onto a postsecondary transcript after demonstrating the required level of proficiency; they must follow the transcribing institution's TCC transcription policy and pay the transcription fee discussed in standard AE1. After completing a TCC course or sequence according to the articulation agreement, the credits must be transcribed within the time period required by the transcribing institution and in no instance longer than two years.
Students 2 (S2)	High school students are provided with a student guide that outlines their responsibilities, guidelines for credit transfer and information regarding how the technical credit will apply to postsecondary certificates and degree requirements. The student guide must include an explanation of the difference between technical and academic credit, how a career technical course is a part of a career technical

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	program sequence, and how the courses may impact their academic standing when they fully matriculate after high school.
Students 3 (S3)	At the completion of the Technical Competency Credit program, the instructor shall identify students who have met program competencies.

**Assessment**

Assessment 1 (A1)	The students are assessed for postsecondary technical credit according to the requirements of the Technical Competency Credit agreement.
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**Program Administration and Evaluation**

Admin & Evaluation 1 (AE1 )	When the student requests the transcription of a TCC credit, they are assessed a transcription fee consistent with Board Policy Section V.R for qualifying TCC earned in high school.
Admin & Evaluation 2 (AE2 )	TCC agreements between a secondary career technical program and a postsecondary institution must be reviewed annually by the institution.



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**SUBJECT**

Board Policy III.Z, Planning and Delivery of Postsecondary Programs and Courses  
– First Reading

**REFERENCE**

October 20, 2016	The Board approved the first reading of the proposed amendments to Board Policy III.Z that updates institutions statewide program responsibilities.
December 15, 2016	The Board approved the second reading of proposed amendments to Board Policy III.Z. that updates institutions statewide program responsibilities.
December 21, 2017	The Board approved the first reading of proposed amendments to Board Policy III.Z that changes the planning timeframe from five years to three years.
February 15, 2018	The Board approved the second reading of proposed amendments to Board Policy III.Z.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, Section III.Z, Planning and Delivery of Postsecondary Programs and Courses.  
Section 33-113, Idaho Code, Limits of Instruction.

**ALIGNMENT WITH STRATEGIC PLAN**

Goal 1 (Educational System Alignment), Objective B (Alignment and Coordination)  
Goal 2 (Educational Attainment), Objective C (Access)

**BACKGROUND/DISCUSSION**

The purpose of Board Policy III.Z, “is to ensure Idaho’s public postsecondary institutions meet the educational and workforce needs of the state through academic planning, alignment of programs and courses, and collaboration and coordination.” The purpose is to also meet the statutory requirement to “as far as practicable prevent wasteful duplication of effort” by the institutions.

Section 33-2107A, Idaho Code, authorizes community colleges established pursuant to Chapter 21, Title 33 to “grant baccalaureate degrees in liberal arts and sciences, business, and education” if they meet the population and market value requirements established in Section 33-2017C.

The proposed amendments adds North Idaho College to Region I academic service region; adds College of Southern Idaho to Region IV; and adds College of Eastern Idaho to Region VI. Additional edits include adding the College of Western Idaho with Boise State University as Designated Institutions to serve applied baccalaureate degree needs in Region III.

**IMPACT**

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Proposed amendments align with provisions of Section 22-2107A and provides for community colleges to plan and offer baccalaureate degrees.

**ATTACHMENTS**

Attachment 1 – Proposed Amendments to Board Policy III.Z

**STAFF COMMENTS AND RECOMMENDATIONS**

At the April 19, 2018 meeting, a number of community colleges notified the Board of their intent to deliver academic baccalaureate programs through the three-year planning process required in Board Policy III.Z. Board staff was asked to work on policy amendments that would allow community colleges an opportunity to help address the baccalaureate degree needs within their region. This included the ability for community colleges to collaborate with the four-year institutions for the delivery of baccalaureate programs. Baccalaureate programs proposed by community colleges in future will be required to follow the process outlined in Board Policy III.Z and include those on their three-year plans. Those proposed programs will also follow the same program proposal submission and 30-day review process with the Council on Academic Affairs and Programs and the Board's Instruction, Research, and Student Affairs committee prior to Board approval.

Additionally, given the potential for community colleges to begin offering baccalaureate degrees, staff will be bringing forward amendments to Board Policy III.G Postsecondary Program Approval and Discontinuance, which will require those proposed programs to obtain Board approval regardless of financial impact. This will provide the Board the ability to provide direct input for those programs and view firsthand the trends and circumstances associated with the delivery of baccalaureate degree programs by Idaho's community colleges.

The Council on Academic Affairs and Programs reviewed the proposed policy amendments at their May 24, 2018 meeting and recommended approval. Proposed amendments were also shared with the Committee on Instruction, Research, and Student Affairs on June 7, 2018.

Staff recommends approval.

**BOARD ACTION**

I move to approve the first reading of proposed amendments to Board Policy III.Z, Planning and Delivery of Postsecondary Programs and Courses as submitted in Attachment 1.

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



## Idaho State Board of Education

# GOVERNING POLICIES AND PROCEDURES

### SECTION: III. POSTSECONDARY AFFAIRS

#### Subsection: Z. Planning and Delivery of Postsecondary Programs and Courses

February 2018

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The purpose of this policy is to ensure Idaho's public postsecondary institutions meet the educational and workforce needs of the state through academic planning, alignment of programs and courses (hereinafter referred to collectively as "programs"), and collaboration and coordination. This subsection shall apply to the University of Idaho, Boise State University, Idaho State University, Lewis-Clark State College, Eastern Idaho Technical College, College of Southern Idaho, College of Western Idaho, and North Idaho College (hereinafter "institutions"). The State Board of Education (the Board) aims to optimize the delivery of academic programs while allowing institutions to grow and develop consistent with their vision and mission with an appropriate alignment of strengths and sharing of resources.

This policy requires the preparation and submission of academic plans to advise and inform the Board in its planning and coordination of educational programs in a manner that enhances access to quality programs, while concurrently increasing efficiency, avoiding unnecessary duplication and maximizing the cost-effective use of educational resources. As part of this process, the Board hereby identifies and reinforces the responsibilities of the institutions governed by the Board to deliver Statewide Programs. The provisions set forth herein serve as fundamental principles underlying the planning and delivery of programs pursuant to each institution's assigned Statewide and Service Region Program Responsibilities. These provisions also require collaborative and cooperative agreements, or memorandums of understanding, between and among the institutions.

This policy is applicable to campus-based face-to-face programs, including those that use technology to facilitate and/or supplement a physical classroom experience. It also applies to hybrid and blended programs where a substantial portion of the content is delivered on-line and typically has reduced seat time.

#### 1. Definitions

- a. Designated Institution shall mean an institution whose main campus is located in a service region as identified in subsection 2.b.ii.1) and 2) below.
  - i. For purposes of this policy, with respect to academic programs, Designated Institutions and Partnering Institutions ~~shall include only the University of Idaho, Idaho State University, Boise State University, and Lewis-Clark State College and~~ shall have Service Region Program Responsibility for those regions identified in subsection 2.b.ii.1).
  - ii. For purposes of this policy, with respect to career technical programs, Designated Institutions and Partnering Institutions shall include only the

College of Southern Idaho, College of Western Idaho, North Idaho College, Eastern Idaho Technical College, Lewis-Clark State College, and Idaho State University and shall have Service Region Program Responsibility for those regions identified in subsection 2.b.ii.2).

1. A memorandum of understanding (MOU) is an agreement between two or more institutions offering programs within the same service region that details how such programs will be delivered in a collaborative manner. An MOU is intended to provide specific, practical details that build upon what has been provided in each Institution's Plan.
  2. Partnering Institution shall mean either (i) an institution whose main campus is located outside of a Designated Institution's identified service region but which, pursuant to a Memorandum of Understanding, offers Regional Programs in the Designated Institution's primary service region, or (ii) an institution not assigned a Statewide Program Responsibility which, pursuant to a Memorandum of Understanding with the institution assigned the Statewide Program Responsibility, offers and delivers a statewide educational program.
  3. Service Region Program shall mean an educational program identified by the Board to be delivered by a Designated Institution within its respective service region that meets regional educational and workforce needs.
  4. Service Region Program Responsibility shall mean an institution's responsibility to offer and deliver a Service Region Program to meet regional educational and workforce needs in its primary service region as defined in subsection 2.b.ii.1) and 2) below. Service Region Program Responsibilities are assigned to the Designated Institution in each service region, but may be offered and delivered by Partnering Institutions in accordance with the procedures outlined in this policy.
  5. Statewide Program shall mean an educational program identified by the Board to be delivered by a particular institution which meets statewide educational and workforce needs. Lewis-Clark State College, Eastern Idaho Technical College, North Idaho College, College of Southern Idaho, and College of Western Idaho do not have Statewide Program Responsibilities.
  6. Statewide Program Responsibility shall mean an institution's responsibility to offer and deliver a Statewide Program in all regions of the state. Statewide Program Responsibilities are assigned to a specific institution by the Board, taking into account the degree to which such program is uniquely provided by the institution.
2. Planning and Delivery Process and Requirements
    - a. Planning
      - i. Three-Year Plan

The Board staff shall, using the Institution Plans submitted, create and maintain

a rolling three (3) year academic plan (Three-Year Plan) which includes all current and proposed institution programs. The Three-Year Plan shall be approved by the Board annually at its August Board meeting.

ii. Institution Plan

Each institution shall, in accordance with a template to be developed by the Board's Chief Academic Officer, create and submit to Board staff a rolling three (3) year academic plan, to be updated annually, that describes all current and proposed programs and services to be offered in alignment with each institution's Statewide and Service Region Program Responsibilities (the Institution Plan). Institution Plans shall be developed pursuant to a process of collaboration and communication with the other institutions in the state.

1) Statewide Programs

Institutions assigned a Statewide Program Responsibility shall plan for and determine the best means to deliver such program. Each institution assigned a Statewide Program Responsibility shall include in its Institution Plan all currently offered and proposed programs necessary to respond to the workforce and educational needs of the state relating to such Statewide Program Responsibilities. Each Institution Plan shall include the following information for proposed Statewide programs:

- a) A description of the Statewide Programs to be delivered throughout the state and the anticipated resources to be employed.
- b) A description of the Statewide Programs to be offered by a Designated or Partnering Institution.
- c) A summary of the Memoranda of Understanding (MOU's), if any, to be entered into with Partnering Institutions pursuant to Subsection 2.b.iii. below.

2) Service Region Programs

It is the responsibility of the Designated Institution to plan for and determine the best means to deliver Service Region Programs that respond to the educational and workforce needs of its service region. If, in the course of developing or updating its Institution Plan, the Designated Institution identifies a need for the delivery of a program within its service region, and the Designated Institution is unable to provide the program, then the Designated Institution shall coordinate with a Partnering Institution (including institutions with Statewide Program Responsibilities if applicable) located outside of the service region to deliver the program in the service region.

The Institution Plan developed by a Designated Institution shall include the

following:

- a) A description of the proposed academic programs to be delivered in the service region, or outside of the service region, by the Designated Institution and the anticipated resources to be employed.
- b) A description of proposed programs to be offered in the service region by Partnering Institutions, including any anticipated transition of programs to the Designated Institution.
- c) A description of proposed Statewide Programs to be offered in the service region by an institution with Statewide Program Responsibilities, or by the Designated Institution in coordination with the institution holding the Statewide Program Responsibility.
- d) A summary of proposed MOU's, if any, to be entered into between the Designated Institution and any Partnering Institutions in accordance with Subsection 2.b.iii. below.

### 3) Institution Plan Updates

Institution Plans shall be updated and submitted to Board staff annually as follows:

- a) Preliminary Institution Plans shall be developed according to a template provided by the Board's Chief Academic Officer and submitted to the Council for Academic Affairs and Programs (CAAP) for review, discussion and coordination annually in April.
- b) Following review by CAAP, Institution Plans shall be submitted to Board staff. Upon submission of the Institution Plans to Board staff, the Board's Chief Academic Officer shall review the Institution Plans for the purpose of optimizing collaboration and coordination among institutions, ensuring efficient use of resources, and avoiding unnecessary duplication of programs.
- c) In the event the Board's Chief Academic Officer recommends material changes, he/she shall work with the institutions and then submit those recommendations to CAAP for discussion prior to submission to the Board for inclusion in the Three-Year Plan.
- d) The Board's Chief Academic Officer shall then provide their recommendations to the Board for enhancements, if any, to the Institution Plans at a subsequent Board meeting. The Board shall approve the Institution Plans annually through the Three-Year Plan submitted by Board staff. Board approval of Institution Plans acts as a roadmap for institutional planning and does not constitute Board

approval of a program. Institutions are still required to follow the standard program approval process as identified in Board Policy Section III.G to gain program approval.

b. Delivery of Programs

i. Statewide Program Delivery

The Board has established statewide program responsibilities for the following institutions. This statewide program list shall be updated by the Board every two years.

Boise State University must assess the need for and, when determined necessary by the assessment, ensure the statewide delivery of all educational programs in the following degree program areas:

Program Name	Degrees
Public Policy and Administration	M.S., Ph.D.
Community and Regional Planning	M.C.R.P., Ph.D.
Social Work (Region V-VI —shared with ISU)	M.S.W.
Social Work	Ph.D.

Idaho State University must assess the need for and, when determined necessary by the assessment, ensure the statewide delivery of all educational programs in the following degree program areas:

Program Name	Degrees
Audiology	Au.D., Ph.D.
Physical Therapy	D.P.T., Ph.D.
Occupational Therapy	M.O.T.
Pharmaceutical Science	M.S., Ph.D.
Pharmacy Practice	Pharm.D.
Nursing (Region III shared w/ BSU)	M.S., D.N.P.
Nursing	Ph.D.
Physician Assistant	M.P.A.S.
Speech Pathology	M.S.
Deaf Education	M.S.
Sign Language Interpreting	B.S.
Health Education	M.H.E.
Public Health	M.P.H.
Health Physics	B.S., M.S., Ph.D.
Dental Hygiene	B.S., M.S.
Medical Lab Science	B.S., M.S.
Clinical Psychology	Ph.D.

University of Idaho must assess the need for and, when determined necessary by the assessment, ensure the statewide delivery of all educational programs in the following degree program areas:



Program Name	Degrees
Law	J.D.
Architecture	B.S. Arch., M. Arch.
Integrated Architecture & Design	M.S.
Landscape Architecture	B.S.L.A., M.L.A.
Interior Design	B.I.D., M.S.
Animal & Veterinary Science	B.S.A.V.S.
Animal Science	M.S.
Veterinary Science	D.V.M.
Plant Science	M.S., Ph.D.
Agricultural Economics	B.S.Aq.Econ.
Applied Economics (Agricultural)	M.S.
Food Science	B.S.F.S., M.S., Ph.D.
Forestry	B.S.Forestry
Renewable Materials	B.S.Renew.Mat.
Wildlife Resources	B.S.Wildl.Res.
Fishery Resources	B.S.Fish.Res.
Natural Resource Conservation	B.S.Nat.Resc.Consv.
Rangeland Ecology & Management	B.S.Rangeland.Ecol.Mgmt.
Fire Ecology & Management	B.S.Fire.Ecol.Mgt.
Natural Resource concentrations in: <ul style="list-style-type: none"> <li>• Forestry</li> <li>• Renewable Materials</li> <li>• Wildlife Resources</li> <li>• Fishery Resources</li> <li>• Natural Resource Conservation</li> <li>• Rangeland Ecology &amp; Management</li> <li>• Fire Ecology &amp; Management</li> </ul>	M.S., M.N.R., Ph.D.

## ii. Service Region Program Delivery

The Board has established service regions for the institutions based on the six geographic areas identified in Section 33-2101, Idaho Code. A Designated Institution shall have the Service Region Program Responsibility to assess and ensure the delivery of all educational programs and services necessary to meet the educational and workforce needs within its assigned service region.

### 1) Academic Service Regions

Region I shall include the area within Area No.1 under Section 33-2101, Idaho Code. Lewis-Clark State College, ~~and~~ the University of Idaho, ~~and~~ North Idaho College are the Designated Institutions serving undergraduate needs. The University of Idaho is the Designated Institution serving the graduate education needs. Lewis-Clark State College, University of Idaho, and North Idaho College are the Designated Institutions serving applied baccalaureate degree needs.

Region II shall include the area within Area No.2 under Section 33-2101, Idaho Code. Lewis-Clark State College and the University of Idaho are the Designated Institutions serving undergraduate needs. The University of Idaho is the Designated Institution serving the graduate education needs.

Region III shall include the area within Area No.3 under Section 33-2101, Idaho Code. Boise State University and College of Western Idaho are the Designated Institutions serving undergraduate needs. Boise State University is the Designated Institution serving and graduate education needs. Boise State University and College of Western Idaho are the Designated Institutions serving applied baccalaureate degree needs.

Region IV shall include the area within Area No.4 under Section 33-2101, Idaho Code. Idaho State University and College of Southern Idaho is are the Designated Institutions serving undergraduate and graduate needs; Idaho State University is the Designated Institution serving the graduate education needs, with the exception that Boise State University will meet undergraduate and graduate business program needs. Idaho State University and College of Southern Idaho are the Designated Institutions serving applied baccalaureate degree needs.

Region V shall include the area within Area No.5 under Section 33-2101, Idaho Code. Idaho State University is the Designated Institution serving undergraduate and graduate education needs.

Region VI shall include the area within Area No.6 under Section 33-2101, Idaho Code. Idaho State University and College of Eastern Idaho are the Designated Institutions serving undergraduate education needs. Idaho State University is the Designated Institution serving the graduate education needs. Idaho State University and College of Eastern Idaho are the Designated Institutions serving applied baccalaureate degree needs.

## 2) Career Technical Service Regions

Postsecondary career technical education is delivered by six (6) institutions, each having responsibility for serving one of the six geographic areas identified in Section 33-2101.

Region I shall include the area within Area No.1 under Section 33-2101, Idaho Code. North Idaho College is the Designated Institution.

Region II shall include the area within Area No.2 under Section 33-2101, Idaho Code. Lewis-Clark State College is the Designated Institution.

Region III shall include the area within Area No.3 under Section 33-2101, Idaho Code. College of Western Idaho is the Designated Institution

Region IV shall include the area within Area No.4 under Section 33-2101, Idaho Code. College of Southern Idaho is the Designated Institution.

Region V shall include the area within Area No.5 under Section 33-2101, Idaho Code. Idaho State University is the Designated Institution.

Region VI shall include the area within Area No.6 under Section 33-2101, Idaho Code. College of Eastern Idaho is the Designated Institution.

### 3) Program Offerings by Partnering Institutions

If a Partnering Institution (other than an institution with Statewide Program Responsibilities) identifies a Service Region Program not identified, or anticipated to be identified, in a Designated Institution's Plan, and the Partnering Institution wishes to offer such program in the Designated Institution's service region, then the Partnering Institution may communicate with the Designated Institution for the purpose of allowing the Partnering Institution to deliver such program in the service region and to include the program in the Designated Institution's Plan. In order to include the program in the Designated Institution's Plan, the Partnering Institution must demonstrate the need within the service region for delivery of the program, as determined by the Board (or by the Administrator of the Division of Career Technical Education in the case of career technical level programs). In order to demonstrate the need for the delivery of a program in a service region, the Partnering Institution shall complete and submit to the Chief Academic Officer of the Designated Institution, to CAAP and to Board staff, in accordance with a schedule to be developed by the Board's Chief Academic Officer, the following:

- a) A study of business and workforce trends in the service region indicating anticipated, ongoing demand for the educational program to be provided.
- b) A survey of potential students evidencing demand by prospective students and attendance sufficient to justify the short-term and long-term costs of delivery of such program.
- c) A complete description of the program requested to be delivered, including a plan for the delivery of the program, a timeline for delivery of the program, the anticipated costs of delivery, the resources and support required for delivery (including facilities needs and costs), and program syllabuses.

#### 4) Designated Institution's First Right to Offer a Program

In the event the Partnering Institution has submitted the information set forth above to the Board's Chief Academic Officer) for inclusion in the Designated Institution's Plan, and a need is demonstrated by the Partnering Institution for such program in the service region, as determined by the Board (or by the Administrator for the Division of Career Technical Education in the case of career technical level programs), or prior to the submission of an updated Institution Plan by the Designated Institution, it is determined by the Board that an emergency need has arisen for such program in the service region the Designated Institution shall have a first right to offer such program.

The Designated Institution must within six (6) months (three (3) months in the case of associate level or career technical level programs) of receiving the request from a Partnering Institution to offer said program determine whether it will deliver such program on substantially the same terms (with respect to content and timing) described by the Partnering Institution. In the event the Designated Institution determines not to offer the program, the Partnering Institution may offer the program according to the terms stated, pursuant to an MOU to be entered into with the Designated Institution. If the Partnering Institution materially changes the terms and manner in which the program is to be delivered, the Partnering Institution shall provide written notice to the Chief Academic Officer of the Designated Institution and to the Board's Chief Academic Officer of such changes and the Designated Institution shall be afforded the opportunity again to review the terms of delivery and determine within three (3) months of the date of notice whether it will deliver such program on substantially the same terms.

#### iii. Memoranda of Understanding

When a service region is served by more than one institution for the delivery of an academic or technical credential defined in Board Policy Section III.E., an MOU shall be developed between such institutions as provided herein and submitted to the Board's Chief Academic Officer for review and approval by the Board prior to entering into such agreements. Each MOU shall be entered into based on the following guidelines, unless otherwise approved by the Board.

If an institution with Statewide Program Responsibility has submitted the information set forth in Subsection 2.a.ii. above to a Designated Institution and Board staff in a timely manner (as determined by the Board's Chief Academic Officer) for inclusion in the Designated Institution's Plan, then the Designated Institution shall identify the program in its Institution Plan and enter into an MOU with the institution with Statewide Program Responsibility in accordance with this policy. If, prior to the submission of an updated Institution Plan by the Designated Institution, it is determined by the Board that an emergency need has arisen for such program in the service region, then upon Board approval the institution with Statewide Program Responsibility and the Designated

Institution shall enter into an MOU for the delivery of such program in accordance with the provisions of this policy.

iv. Facilities

For programs offered by a Partnering Institution (whether an institution with Statewide Program Responsibilities, or otherwise) within a municipal or metropolitan area that encompasses the campus of a Designated Institution, the Partnering Institution's programs offerings shall be conducted in facilities located on the campus of the Designated Institution to the extent the Designated Institution is able to provide adequate and appropriate property or facilities (taking into account financial resources and programmatic considerations), or in facilities immediately adjacent to the campus of the Designated Institution. Renting or building additional facilities shall be allowed only upon Board approval, based on the following:

- 1) The educational and workforce needs of the local community demand a separate facility at a location other than the campus of the Designated Institution or adjacent thereto as demonstrated in a manner similar to that set forth in Subsection 2.b.ii.1) above, and
- 2) The use or development of such facilities are not inconsistent with the Designated Institution's Plan.

Facilities rented or built by a Partnering Institution (whether an institution with Statewide Program Responsibilities, or otherwise) on, or immediately adjacent to, the "main" campus of a Designated Institution may be identified (by name) as a facility of the Partnering Institution, or, if the facility is rented or built jointly by such institutions, as the joint facility of the Partnering Institution and the Designated Institution. Otherwise, facilities utilized and programs offered by one or more Partnering Institutions within a service region shall be designated as "University Place at (name of municipality)."

For programs offered by a Partnering Institution (whether an institution with Statewide Program Responsibilities, or otherwise) within a municipality or metropolitan area encompassing a campus of a Designated Institution, to the extent programmatically possible, auxiliary services (including, but not limited to, bookstore, conference and other auxiliary enterprise services) and student services (including, but not limited to, library, information technology, and other auxiliary student services) shall be provided by the Designated Institution. To the extent programmatically appropriate, registration services shall also be provided by the Designated Institution. It is the goal of the Board that a uniform system of registration ultimately be developed for all institutions governed by the Board. The Designated Institution shall offer these services to students who are enrolled in programs offered by the Partnering Institution in the same manner, or at an increased level of service, where appropriate, as such services are offered to the Designated Institution's students. An MOU between

the Designated Institution and the Partnering Institution shall outline how costs for these services will be allocated.

v. Duplication of Courses

If courses necessary to complete a Statewide Program are offered by the Designated Institution, they shall be used and articulated into the Statewide Program.

vi. Program Transitions

Institutions with Statewide Program or Service Region Program Responsibilities may plan and develop the capacity to offer a program within a service region where such program is currently being offered by another institution (the Withdrawing Institution) as follows:

- 1) The institution shall identify its intent to develop the program in the next update of its Institution Plan. The institution shall demonstrate its ability to offer the program through the requirements set forth in Subsection 2.b.ii.3) above.
- 2) Except as otherwise agreed between the institutions pursuant to an MOU, the Withdrawing Institution shall be provided a minimum three (3) year transition period to withdraw its program. If the Withdrawing Institution wishes to withdraw its program prior to the end of the three (3) year transition period, it may do so but in no event earlier than two (2) years from the date of notice (unless otherwise agreed). The Withdrawing Institution shall enter into a transition MOU with the institution that will be taking over delivery of the program that includes an admissions plan between the institutions providing for continuity in student enrollment during the transition period.

vii. Discontinuance of Programs

Unless otherwise agreed between the applicable institutions pursuant to an MOU, if, for any reason, (i) a Designated Institution offering programs in its service region that supports a Statewide Program of another institution, (ii) a Partnering Institution offering programs in the service region of a Designated Institution, or (iii) an institution holding a Statewide Program Responsibility offering Statewide Programs in the service region of a Designated Institution, wishes to discontinue offering such program(s), it shall use its best efforts to provide the institution with Statewide or Service Region Program Responsibility, as appropriate, at least one (1) year's written notice of withdrawal, and shall also submit the same written notice to the Board and to oversight and advisory councils. In such case, the institution with Statewide or Service Region Program Responsibilities shall carefully evaluate the workforce need associated with such program and determine whether it is appropriate to

provide such program. In no event will the institution responsible for the delivery of a Statewide or Service Region Program be required to offer such program (except as otherwise provided herein above).

### 3. Existing Programs

Programs being offered by a Partnering Institution (whether an institution with Statewide Program Responsibilities, or otherwise) in a service region prior to July 1, 2003, may continue to be offered pursuant to an MOU between the Designated Institution and the Partnering Institution, subject to the transition and notice periods and requirements set forth above.

### 4. Oversight and Advisory Councils

The Board acknowledges and supports the role of oversight and advisory councils to assist in coordinating, on an ongoing basis, the operational aspects of delivering programs among multiple institutions in a service region, including necessary resources and support and facility services, and the role of such councils in interacting and coordinating with local and regional advisory committees to address and communicate educational needs indicated by such committees. Such interactions and coordination, however, are subject to the terms of the MOU's entered into between the institutions and the policies set forth herein.

### 5. Resolutions

All disputes relating to items addressed in this policy shall be forwarded to the Board's Chief Academic Officer for review. The Board's Chief Academic Officer shall prescribe the method for resolution. The Board's Chief Academic Officer may forward disputes to CAAP and if necessary make recommendation regarding resolution to the Board. The Board will serve as the final arbiter of all disputes.

### 6. Exceptions

- a. This policy is not applicable to programs for which 90% or more of all activity is required or completed online, or dual credit courses for secondary education.
- b. This policy also does not apply to courses and programs specifically contracted to be offered to a private, corporate entity. However, in the event that an institution plans to contract with a private corporate entity (other than private entities in the business of providing educational programs and course) outside of their Service Region, the contracting institution shall notify the Designated Institutions in the Service Region and institutions with Statewide Program Responsibilities, as appropriate. If the corporate entity is located in a municipality that encompasses the campus of a Designated Institution, the Board encourages the contracting institution to include and draw upon the resources of the Designated Institution inasmuch as is possible.

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
1	<b>EASTER IDAHO TECHNICAL COLLEGE BIENIAL PROGRESS REPORT</b>	Information Item
2	<b>IDAHO PUBLIC TELEVISION, ANNUAL REPORT</b>	Information Item
3	<b>2019 LEGISLATIVE IDEAS</b>	Information Item
4	<b>INSTITUTION/AGENCY STRATEGIC PLANS</b>	Information Item
5	<b>CAREER TECHNICAL EDUCATION – EXTENSION OF LIMITED OCCUPATIONAL CERTIFICATES</b>	Motion to Approve
6	<b>APPLY IDAHO – PRIVATE INSTITUTION PARTICIPATION</b>	Motion to Approve
7	<b>BOARD POLICIES I.E., V.I., V.U. – SECOND READING</b>	Motion to Approve
8	<b>BOARD POLICY I.J. USE OF INSTITUTIONAL FACILITIES AND SERVICES – FIRST READING</b>	Motion to Approve
9	<b>BOISE STATE UNIVERSITY – ALCOHOL SERVICE 2018 STUDENT ATHLETIC EVENTS</b>	Motion to Approve
10	<b>IDAHO STATE UNIVERSITY - ALCOHOL SERVICE 2018 HOME FOOTBALL</b>	Motion to Approve
11	<b>UNIVERSITY OF IDAHO - ALCOHOL SERVICE 2018 HOME FOOTBALL GAMES – PRE GAME EVENTS</b>	Motion to Approve



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12	<b>UNIVERSITY OF IDAHO – ALCOHOL SERVICE 2018 HOME FOOTBALL/BASKETBALL GAMES – SUITE CLUB SEATING</b>	Motion to Approve
13	<b>UNIVERSITY OF IDAHO – ALCOHOL PERMIT, 2018 HOME FOOTBALL GAMES – TAILGATING</b>	Motion to Approve

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**EASTERN IDAHO TECHNICAL COLLEGE/COLLEGE OF EASTERN IDAHO**

**SUBJECT**

Eastern Idaho Technical College (EITC) / College of Eastern Idaho (CEI) Biennial Progress Report

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section I.M.3.

**ALIGNMENT WITH STRATEGIC PLAN**

GOAL 1: EDUCATIONAL SYSTEM ALIGNMENT: Objective B: Alignment and Coordination

GOAL 2: EDUCATIONAL ATTAINMENT: Objective A: Higher Level of Education Attainment, Objective B: Timely Degree completion, Objective C: Access

**BACKGROUND/DISCUSSION**

This agenda item fulfills the Board's requirement for EITC/CEI to provide a progress report on the institution's strategic plan, details of implementation, status of goals and objectives and information on other points of interest in accordance with a schedule and format established by the Board's Executive Director.

President Aman will provide a 15-minute overview of EITC/CEI's progress in carrying out the College's strategic plan.

**IMPACT**

The strategic plan drives the College's integrated planning; programming, budgeting, and assessment cycle and is the basis for the institution's annual budget requests and performance measure reports to the State Board of Education, the Division of Financial Management and the Legislative Services Office.

**ATTACHMENTS**

Attachment 1 – EITC/CEI Progress Report

**BOARD ACTION**

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

## Eastern Idaho Technical College/College of Eastern Idaho Progress Report

June 2018

Presented by: Dr. Rick Aman, President

**Strategic Plan Implementation** (The institutions as well as progress toward moving the Board's strategic plan forward)

- **Details of Implementation**

- EITC/CEI has implemented the Strategic Plan on campus and works regularly to align it with the SBOE Strategic Plan. Additionally, regular meetings are held to assess trends toward meeting accreditation goals implemented by NWCCU. The existing Accreditation Steering Committee meets regularly to verify goals are on track to meet both SBOE and NWCCU benchmarks. The committee, and the campus, continually assess provided benchmarks to ensure campus needs are being met and evaluate and prioritize initiatives and programs in consideration of existing criteria. EITC/CEI has implemented a more introspective model of analysis in consideration of both SBOE and NWCCU goals, as the institution evolves so too will those goals. An open communication model allows students, faculty, and staff to provide input to campus leadership and subsequently shape campus goals to meet actual, data driven needs.

- **Status of Goals and Objectives**

- GOAL 1: A Well-Educated Citizenry
  - EITC/CEI must remain a cost-effective education option for the region. The benchmark of State Funded students, greater than 15, is in site as currently 15 students are funded by the State. FY 2017 Foundation funded students reported at 227, less than the benchmark of greater than 350, but current initiatives on the part of the Foundation as well as increases in endowments will provide greater opportunities for students to receive funds. Current trends indicate both numbers increasing.
  - Increasing the Go-On rate in eastern Idaho is central to the mission of EITC/CEI. As such, a focus on high school graduates must play a part in meeting said goals. 27% of local high school graduates currently enroll in programs at EITC/CEI during the first year after graduation. This number easily meets the greater than 25% benchmark. Growing relationships with local high school will only increase these numbers.
  - Production of degrees and certificates is key to growth and support of the institution. EITC/CEI conducts regular analysis of employment numbers to meet the demand of local industry. To

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- meet the benchmarks, the College continues to expand existing programs as well as implement new programs.
- Enhanced recruitment has been implemented including increased emphasis on high school students. Growing the department and community involvement will further expand the existing visibility of the institution.
- GOAL 2: Innovation and Economic Development
  - Workforce readiness is a clear indicator of the success of a technical program. Advisory Boards are established for each of the existing technical based programs and a College-wide advisory Board exists to remain attached to local business and industry. Placement, Training Related Placement, and Continuing Education numbers can all be improved with the use of said Boards and growing partnerships within the region.
- GOAL 3: Data-Informed Decision Making
  - EITC/CEI maintains close relationships with local industries. As such, Workforce Training, Community Education, and Just-In-Time trainings play a significant role in local industry. Course offerings, already meeting current benchmarks, continue to grow as a direct reflection of needs. WTCE regularly develops new training opportunities and partnerships with businesses in the area.
  - The Accreditation Steering Committee has developed an Accreditation Data Roadmap for the purpose of aligning strategic planning, statewide performance measures, and accreditation reported data. This Roadmap is used to effectively track measures and goals of the institution and ensure that all benchmarks are within reach.
- GOAL 4: Effective and Efficient Educational System
  - Retention, Graduation Rates, Transfer Rates, and Overall Cost all play a part in creating and maintaining an effective and efficient education system in the region. Ensuring that needed courses, on both the High School and Post-Secondary levels, are available assists with each of these numbers and EITC/CEI continues to focus on building relationships to mitigate friction for students and develop simple and accessible pathways to further education.
  - Even with increasing costs, EITC/CEI still boasts the lowest tuition rate in the State at \$129 per credit hour. Combined with federal, local, and foundation funding, students are able to complete a degree with limited cost impacts on their future. Growing endowments within the foundation and fiscally sound and responsible spending habits on the part of the institution will help maintain, and ultimately lower, existing numbers.
  - EITC/CEI has developed a curriculum committee dedicated to developing high quality courses. Regular evaluation of existing programs, both CTE and general education, as well as annual peer

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- and department reviews help shape programs to better serve the community.
- EITC/CEI is committed to the State GEM Standards related to general education courses and continues to develop courses easily aligned with other insititutions.
- GOAL 5: Student Centered
  - EITC/CEI conducts regular surveying of students to accurately assess that needs are met. A combination of reporting from Noel Levitz evaluations as well as internal, course specific, surveys given to students ensure that faculty and staff are meeting the implemented goals from the State and meeting student needs.
  - EITC/CEI provides access for students to tutoring services, library facilities, and on campus counseling. Consistent assessment and reporting for each help maintain a student focused outreach system that encourages retention, graduation, and transfer.
- GOAL 6: Cyber Awareness
  - EITC/CEI does not currently have accurate numbers for this goal but plans to meet goals with the following initiatives: regular training, campus awareness, current and relevant policies signed by each employee, and developing “super users” that can help spread information to campus.
  - The campus has developed a sophisticated notification system anytime cyber concerns appear on campus. Faculty and Staff are well educated on appropriate cyber-security expectations and work well with the IT department to ensure safety and security of the campus network.
- Additional Initiatives
  - EITC/CEI does not currently have an outlined goal of campus safety but has taken the initiative to focus heavily on student, faculty, and staff safety. Of particular note, campus assessments through the Idaho Division of School Safety and Security as well as developing partnerships with local law enforcement have helped to communicate to the campus and surrounding communities that physical safety and security are of the utmost concern to College leadership.
- **Special Appropriations**
  - Strategic goals and objectives assume on-going and sometimes significant additional levels of State legislative appropriations. Recent funding increases for Career Technical Education has allowed EITC/CEI to respond to industry needs in a timely and efficient manner. Many CTE programs have limited seats and thus limit program growth. Increases in State funding allow for additional instructor hires and will reduce existing waiting lists. CEI was funded as a community college which allows us to offer the Associates of Arts and the Associates of Science Degrees for the first time fall semester this will continue to grow enrollment rates and add

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 20, 2018**

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to transfer rates. EITC/CEI is actively engaged in the “go on” rate in Idaho and working with the local high schools to recruit students.

**Enrollment Numbers** (As reported in the performance measure report)

*Annual Enrollment – 1,008 ; Annual Unduplicated FTE – 467*

*Workforce Training/Community Education – 10,549*

**Retention Rates** (As reported in the performance measure report)

*Full Time Students – 50% (54/108) ; Part Time Students – 30% (46/154)*

**Graduation Rates** - *IPEDS report for 2014 first-time, full-time cohort*

*53% overall rate*

*31% normal time, 55% - 150% of normal time, and 57% - 200% of normal time*

**Research and Economic Development**

The College President and other Leadership are involved in each of the following local and regional economic development agencies:

- **The Development Company** – Serves both local businesses and governments to develop and expand the economy of the region.
- **Regional Economic Development Eastern Idaho** – The premiere regional economic and development research organization in Eastern Idaho focusing on expansion of business, job growth and retention, and attraction of new business to the area.
- **Givent Executive Network** – Executive level networking organization focused on growing and retaining current business and industry in eastern Idaho.
- **Idaho Economic Development Association** - brings together economic development professionals, development organizations, and partners from across the state of Idaho. IEDA is a state-wide organization supporting community and economic developers who are dedicated to strengthening Idaho's economic prosperity.
- **Eastern Idaho Economic Development Partners** – an organization of economic professionals located in twelve counties focused on helping businesses start up, expand, and relocate to eastern Idaho.
- **Idaho Innovation Center** - provides large business resources to small, fledgling companies where entrepreneurs can confidently and aggressively start and grow their small businesses through collaboration, education, mentoring, and advising.
- **Idaho Technology Council** – The ITC includes partners ranging from growing companies, mid-size companies, and large corporations, all committed to the success of Idaho's technology ecosystem. Through the leadership of this private sector, the ITC brings together industry, education, research, investment, and government throughout the state.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
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- **Western Interstate Commission for Higher Education** – WICHE exists to facilitate resource sharing among the higher education systems of the West and encourages reciprocal relationships between states and institutions.
- **Leaders in Nuclear Energy Commission** – The Idaho LINE Commission was created by Governor Otter to make recommendations to the Governor on policies and actions of the State of Idaho to support and enhance the long-term viability and mission of the Idaho National Laboratory and other nuclear industries in Idaho.

**Highlight Any College Standouts**

- Successful and continuing conversion from EITC to CEI
- Significant growth in partnerships with local business, industry, and education
- Implementation of educational pathways and partnerships
- 2018 Commencement – 1<sup>st</sup> Associate of Arts graduate, Kayla Flowers

**Collaborations with Other Institutions or Industry**

- Local Higher Education Partners – ISU, UI, BYUI
  - Developing pathways, 2+2, articulations
  - Co-Admit agreements
- Local High Schools (Superintendents, Principals)
  - Growing Dual Credit programs
- Local Hospitals (EIRMC, Mountain View, Bingham Memorial)
  - Training and Clinical Opportunities
- Department of Labor
- Vocational Rehab
- Veterans Affairs and TRIO
  - Opening campus Veteran's Center
- Idaho STEM Programs
- Idaho Regional Optics Network

**Capital Campaign**

- |                         |                                |
|-------------------------|--------------------------------|
| • Academic Enhancements | \$605,000 ( <i>DPW Funds</i> ) |
| • Scholarship Endowment | \$3,972,970.00                 |

**Community Partnerships**

- Continuing and growing relationships with both City of Idaho Falls and City of Ammon
- Idaho Falls Police Department
- Idaho Falls Power
- Idaho Fire Training

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 20, 2018**

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- Local Technology Partners; Idaho Steel, Cives, Premiere Technologies, Fluor Idaho
- CAES Institute
- Idaho National Laboratory/Bechtel Energy Alliance
- Local non-profit and civic organizations; Rotary, Chamber of Commerce, Idaho Falls Food Basket
- Establishing satellite locations to serve rural communities
  - Lemhi, Butte, and Teton Counties

**New Buildings**

Even as enrollment grows, EITC/CEI has no immediate plans to construct new buildings on campus. Working with the Idaho Division of Public Works, EITC/CEI has completed regular upkeep and modification of existing campus buildings. As a community and State funded institution, it is crucial that appropriate use of public funds remains in the forefront. With recent gifts to the College, EITC/CEI will expand and remodel existing campus locations to better serve the community and campus.

- 2017 Bill and Shirley Maeck Legacy Gift - \$1,730,000 ; to be used to renovate existing laboratory space, build a nursing simulation laboratory, build a regional testing center, provide technological needs to existing programs
- 2018 Bob Robotti Gift - \$200,000 ; to be used to fund technological needs related to Maeck advancements
- 2018 CHC Foundation Grant - \$34,000 ; to be used to renovate existing classroom space and enhance technological offerings



**IDAHO PUBLIC TELEVISION**

**SUBJECT**

Idaho Public Television (IPTV) Annual Report

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section I.M.3.

**ALIGNMENT WITH STRATEGIC PLAN**

Board Governance item, required by Board policy.

**BACKGROUND/DISCUSSION**

This agenda item fulfills the Board's requirement for IPTV to provide a progress report on the agency's strategic plan, details of implementation, status of goals and objectives and information on other points of interest in accordance with a schedule and format established by the Board's Executive Director.

Ron Pisaneschi, General Manager of the Idaho Public Television, will provide an overview of IPTV's progress in carrying out the agency's strategic plan.

**ATTACHMENTS**

Attachment 1 – IPTV Annual Agency Review PowerPoint Presentation

Attachment 2 – PBS Trust Brochure 2018

**BOARD ACTION**

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



# Agency Overview

June 20, 2018

Ron Pisaneschi, General Manager

PBS/IdahoPTV Sizzle Reel



## Our Mission

Idaho Public Television  
harnesses the power of  
public media to encourage  
lifelong learning, connect our  
communities, and enrich the  
lives of all Idahoans. We tell  
Idaho's stories.

# Today's Presentation

- Overview of Educational Services
- Local Productions
- Technology
- Budget
- Challenges & Opportunities

# Educational Initiatives

- PBS Teacher Community Program Grant
- STEM & Literacy Outreach Initiative
- Ready To Learn - Early Learning Grant
- Screenings & New 24 x 7 PBS Kids Channel
- OSERS Project
- EPSCoR Update
- American Graduate Initiative

New Educational Services Video

# PBS Teacher Community Program

- \$350,000 Grant from Anne Ray Trust
- Hired Burley Teacher Kari Wardle
- Training on Effective Use of Digital Media & Technology in the Classroom
- Buhl, Wendell, and Gooding
- Needs Assessment & Impact Research
- PBS Learning Media Includes 200,000+ Resources



PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
JUNE 21, 2018

ATTACHMENT 1

The screenshot shows the PBS LearningMedia Scout Classroom Edition website. At the top is a blue banner with the 'Scout' logo, the text 'Classroom Edition', and various educational icons like a microscope, a globe, and a laptop. To the right of the banner, it says 'A Service of Idaho Public Television' and 'Powered by PBS LearningMedia™'. Below the banner is a navigation bar with the PBS LearningMedia logo, an 'ABOUT' link with a dropdown arrow, a 'LOG IN' button, and a 'CREATE A FREE ACCOUNT' button. A search bar is located below the navigation bar, with a 'BROWSE STANDARDS' button to its left and filters for 'All Grades', 'All Subjects', and 'All Types' to its right. Below the search bar are two tabs: 'NEWEST CONTENT' and 'MOST POPULAR'. A promotional banner for 'ENROLL NOW FOR SUMMER PD!' is displayed, featuring a woman reading and text about professional development. Below this is a large featured section for 'Peg + Cat Explore Shapes', which includes an illustration of two children and a cat, and a description of the content. At the bottom, there are four category tiles: 'SCIENCE' (with a house illustration), 'SOCIAL STUDIES' (with a woman's face and the text 'SHOULD THE FIRST MARS MISSION BE ALL WOMEN?'), 'MATH' (with a blue robot illustration), and 'ENGLISH LANGUAGE ARTS' (with a person's face illustration).

Scout  
Classroom Edition

A Service of Idaho Public Television  
Powered by PBS LearningMedia™

PBS LearningMedia

ABOUT

LOG IN

CREATE A FREE ACCOUNT

BROWSE STANDARDS

Search

▼ All Grades

▼ All Subjects

▼ All Types

NEWEST CONTENT

MOST POPULAR

ENROLL NOW FOR SUMMER PD!

Summer is a great time to catch up on professional development and invest in your ongoing continuing education needs. Enroll now for a PBS TeacherLine course to keep your summer on track! [Enroll Now](#)

Peg + Cat Explore Shapes

Enjoy a summer of learning and explore Magic Forest with Peg + Cat as they discover shapes in the world around them!

SCIENCE

SOCIAL STUDIES

MATH

ENGLISH LANGUAGE ARTS

SHOULD THE FIRST MARS MISSION BE ALL WOMEN?

PPGA

TAB 2 Attachment 1 Page 8

# STEM & Literacy Outreach Initiative

- Funding from CPB, PBS, Union Pacific, Walmart, Jeker Foundation, & STEM Action Center
- Libraries & After School Network
- Apps & PBS PlayTime Pads for Kids to Use
- Scratch Jr Coding Camps
- Training for Parents & Caregivers – Progress Tracker

## Screenings & New 24 x 7 PBS KIDS Channel

- Teachers Use PBS Content More Than Any Other Source
- PBS KIDS Content Delivers Results
- Parents Trust PBS More Than Any Other Media Brand
- New Channel - Broadcast & Live Streaming





## PBS KIDS Learning Goals

### STEM (Science, Technology, Engineering & Math)

The Cat in the Hat Knows a Lot about That!	2-5	Scientific Inquiry, Life Science
Dinosaur Train	2-5	Scientific Inquiry, Life Science, Natural History
Curious George	2-5	Scientific Inquiry, Engineering and Math
Sid the Science Kid	2-5	Scientific Inquiry, Life/Earth/Physical Science, Math
Peg + Cat	2-5	Math
Ready Jet Go!	3-8	Scientific Inquiry, Life Science
Nature Cat	3-8	Natural science, Life/Earth/Science
Splash and Bubbles	4-7	Scientific Inquiry, Life Science
Wild Kratts	4-8	Scientific Inquiry, Life Science
Odd Squad	5-8	Math
Cyberchase	6-10	Math

#### Digital-Only

The Ruff Ruffman Show	4-8	Scientific Inquiry, Physical Science
Design Squad Nation	4-8	Scientific Inquiry, Physical Science
PBS KIDS Scratch Jr.	5-8	Computational Thinking
SciGirls	6-10	Science, Technology, Engineering, Math
Plum Landing	6-10	Scientific Inquiry, Environmental/Life/Earth Science

### LITERACY

Super Why	2-5	Literacy
WordWorld	2-5	Literacy
Martha Speaks	4-8	Literacy, Vocabulary Acquisition
WordGirl	4-8	Literacy, Vocabulary Acquisition

### SOCIAL STUDIES, THE ARTS & MORE

Pinkalicious & Peterrific	4-8	The Arts, Creative Expression
Gamestar Mechanic Jr.	3-6	Systems Thinking
Kart Kingdom	3-6	Systems Thinking
Oh Moah!	4-8	Spanish, Cultural Awareness
Chuck Vanderchuck's "Something Something" Explosion	4-8	Music
Wilson & Ditch	4-8	U.S. Geography & History

### SOCIAL & EMOTIONAL DEVELOPMENT & MORE

Daniel Tiger's Neighborhood	2-5	Social & Emotional Development
Sesame Street	2-5	Spanish, Social & Emotional Development
Caillou	2-5	Social & Emotional Development
Bob the Builder	2-5	Social & Emotional Development
Clifford the Big Red Dog	4-8	Social & Emotional Development
Arthur	4-8	Social & Emotional Development, Problem Solving

# OSERS

- National Comprehensive Center To Improve Literacy for Students with Disabilities at U of Oregon
- \$250,00 Grants Over Five Years (Now in Year Two)
- Stream Workshops & Produce Teacher Training Videos
- Working with State Department of Education
- First Event October 2017, now working on Training Videos
- Plan Is to Include Training Videos in PBS Teacherline

## EPSCoR

- Fourth Year of IdahoPTV's Inclusion in Partnership
- 2017 – Portneuf River Project – ISU Researchers
- 2018 – Impact of Loss of Farmland on Environment & Water Quality
- Broadcast & Online as Idaho Science Journal Shorts

Idaho Science Journal Video of 2018 MILES Project

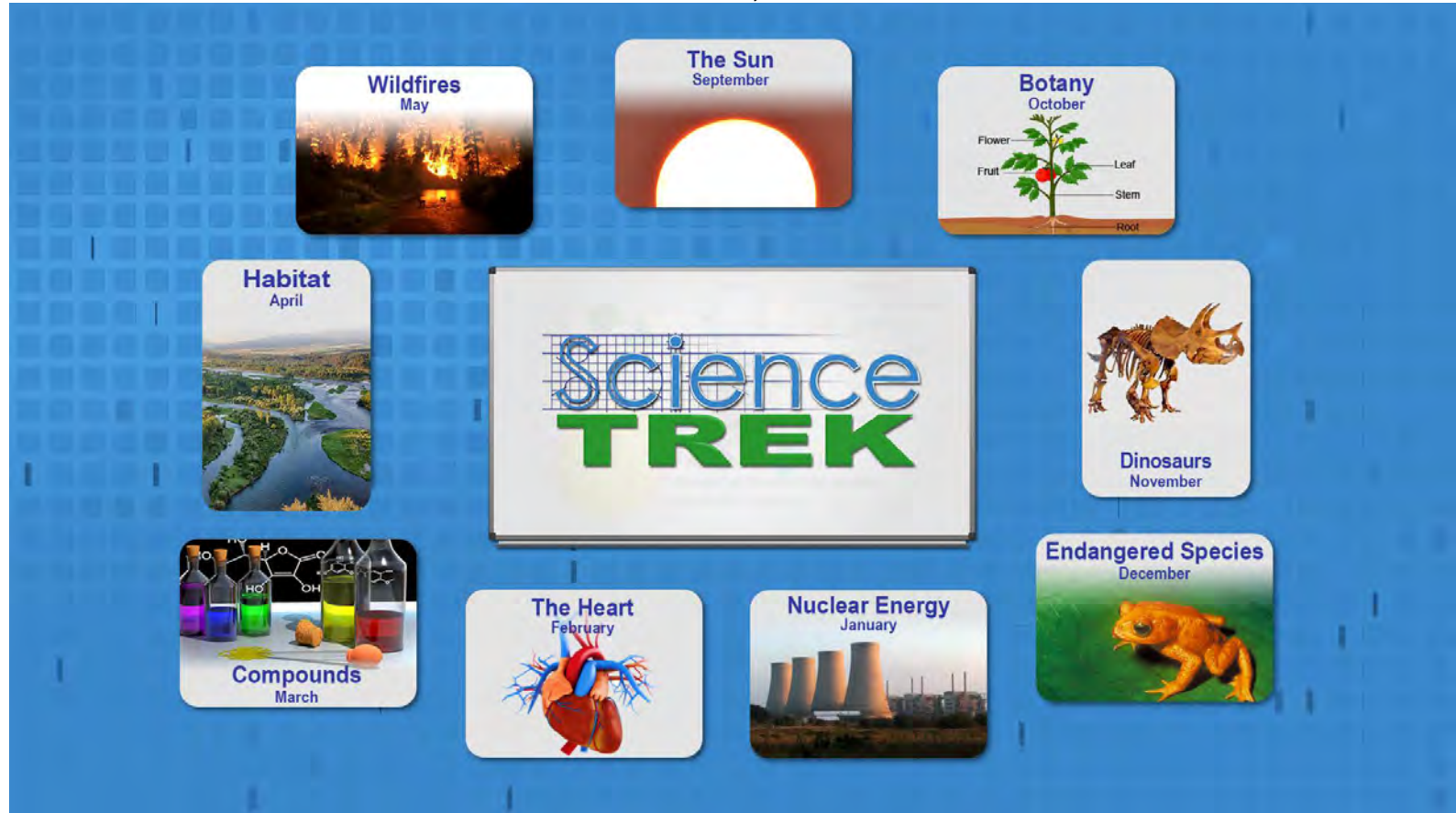
# American Graduate Project

- \$200,000 Competitive Two-Year Grant from CPB
- Workforce Development, Middle Skills
- Build on Journey to College/Career/Opportunity Projects – Telling Stories of Impact
- Hired Full-Time Education Producer/Director
- Working with SBoE, CTE, SDE, Workforce Development Council, Others



## Local Productions







# *Dialogue*



181,000+ Stream Requests Last Year

*A partnership of LSO,  
Legislature, Governor,  
Supreme Court & IdahoPTV*

 **IDAHO  
PUBLIC  
TELEVISION**  
Operational funding provided by:







# The *Idaho* DEBATES





Outdoor Idaho 35<sup>th</sup> Anniversary Special Video





Idaho Experience Overview Video

# Award Winning Productions

## 49 International, National & Regional Awards



The Telly Awards



NATIONAL  
ACADEMY OF  
TELEVISION  
ARTS & SCIENCES  
NORTHWEST CHAPTER



**isba**

Idaho State  
Broadcasters  
Association



**Videographer  
Awards**

# National Programming









**Among the most-watched PBS  
stations in US, per capita**

Source: Feb. 2012-2017, TRAC Media, Total Ratings

## Online Access via Desktop & Mobile Devices



iOS & Android Apps; Roku, Chromecast, AppleTV Channels

# Broadcast vs. Online

## Video Viewing Is Still Mostly on Television



### Television

31 Hours per Week



### Online

5 Hours per Week

Source: November 2017 Nielsen Company



# IdahoPTV | Passport



# Spectrum Auction/Repacking

Congress Authorized the FCC to Take Back TV Spectrum & Auction to Broadband Providers

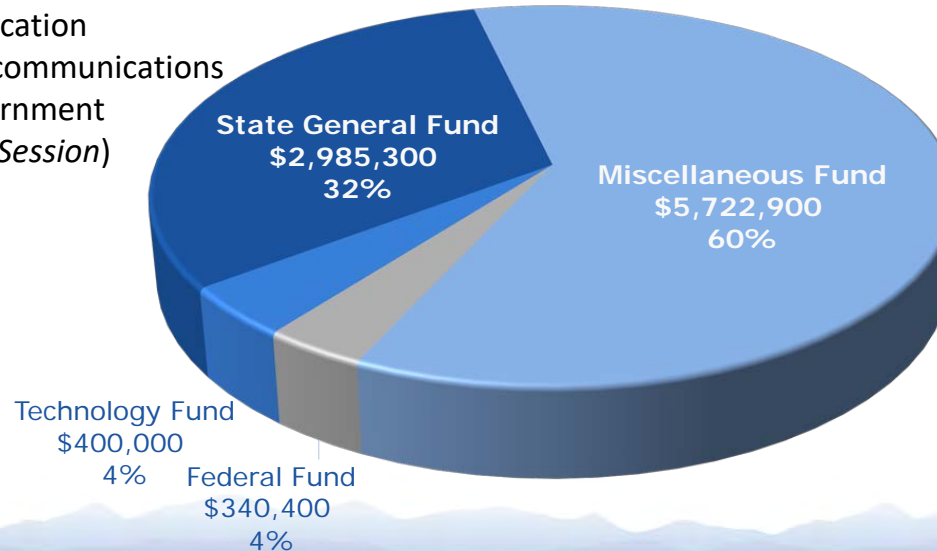
- Auction in April, 2017, Channels 38-51 Sold
- Repacking All Broadcasters Into Channels 2-36 From 2017 to 2020
- For IdahoPTV - 1 Transmitter & 15 Translators So Far
- T-Mobile Grant Saving \$500,000+
- State-Funded New Engineering Position for FY 2019

# Appropriated Funding FY 2019

**\$9,448,600**

## Statewide Delivery System

- Deliver content to nearly every Idaho household
- Support education
- Emergency communications
- Deliver government  
(Idaho In Session)



## Educational Content

- National and Regional Programming
- Local Program Creation
- Online Resources
- Educational Outreach

# Peer Group Comparison

STATE	FY18 STATE FUNDS	\$/PERSON
Alabama	\$8,497,250	\$1.75
Arkansas	\$8,450,000	\$2.85
Georgia	\$15,244,335	\$1.51
Iowa	\$7,589,846	\$2.44
Kentucky	\$13,923,200	\$3.21
Louisiana	\$5,340,220	\$1.18
Maryland	\$8,047,921	\$1.39

STATE	FY18 STATE FUNDS	\$/PERSON
Mississippi	\$6,099,967	\$2.04
Nebraska	\$9,995,080	\$5.31
Oklahoma	\$2,699,927	\$0.72
South Carolina	\$7,271,724	\$1.57
South Dakota	\$4,158,505	\$4.87
Wisconsin	\$6,466,300	\$1.14
West Virginia	\$3,620,570	\$1.96

**14 State Average**

**\$7,671,775**

**\$2.28**

**Idaho**

**\$3,327,200**

**\$2.04**

# Operational Funding Outlook

- Federal Funding to CPB Threatened
- Already Outperform Peers in Private Fundraising – Limited Growth Projected
- Only 14 of 68.5 FTP Funded With State Funds

## Other Opportunities/Challenges

- Continue to Grow Educational Outreach
- Continue to Grow Local Production Efforts
- Ensure Content Is Available on All Platforms
- Finish Transitioning Transmitter/Translators to New Channels Per FCC Repack

# FY2020 Line Item Request #1

- New Educational Outreach Position
  - Address desire for IdahoPTV to provide more services & professional development workshops to more schools & communities
  - Help reach more regions of the state



## FY2020 Line Item Request #2

- New Digital Technician Position
  - Address increasing need to provide content on new online streaming services
  - Number of technologies and digital platforms growing exponentially
  - Idahoans expect us to provide content when and where they want it



# FY2020 Continue Equipment Funding

## Critical Equipment & Infrastructure Concerns

- \$23 Million in State Fixed Assets
- 81.2% (\$18M) Is Depreciated
- Federal Capital Grant Programs Eliminated
- Continuing To Address Deferred Replacement

# **Q & A**









For more information about the ways PBS and local stations deliver outstanding return on investment to the nation, visit:

[pbs.org/value](https://pbs.org/value)



## Americans have named PBS and stations the nation's most trusted institution for 15 years running.

During this period of rapid evolution in media, politics, culture, and technology, the value that the public sees in PBS and local member stations has remained unique and unrivaled.

Trust is the most important measure of our success in fulfilling our essential public service mission. We treat our audience as citizens, not consumers. No other media entity provides the same

array of community benefits, including free children's educational content and services, in-depth news and public affairs programming, series that spark lifelong learning, and vital emergency communications. These are just some of the reasons why PBS and local stations continue to engender trust and loyalty despite an explosion of channels, platforms, and devices that have presented Americans with more choices at their fingertips than ever before.

In this faster and more fluid environment, PBS and stations are embracing digital technology to find new ways to serve Americans to fit their busy lives, meet their needs, and reflect their diverse interests. This includes the 24/7 PBS KIDS channel and live stream, now available to more than 95% of U.S. TV households. PBS Digital Studios presents more than 50 original web series on YouTube and Facebook, each geared toward a like-minded community of learners, whether bound by a love of art, culture, or science.

Rooted in local communities, PBS is proud to work alongside nearly 350 member stations in service to the American people. Member stations are independently owned and operated, and in many rural areas, public television is the only media available. A strong private-public partnership ensures that our service is available to every American. Federal funding provides critical seed money that enhances our educational programming and sustains service in rural and underserved areas. Reflecting our broad public trust, donations from viewers make up the single largest source of funding to PBS and stations.

Marketing & Research Resources, Inc. (M&RR) fielded 11 questions via an online survey during the window of January 4-9, 2018. The survey was conducted among a sample of 1,025 adults ages 18+, 495 men and 530 women. The results are weighted to be nationally representative of the US adult population. Results presented throughout are for all respondents, unless otherwise noted.



PBS | TRUSTED. VALUED. ESSENTIAL.

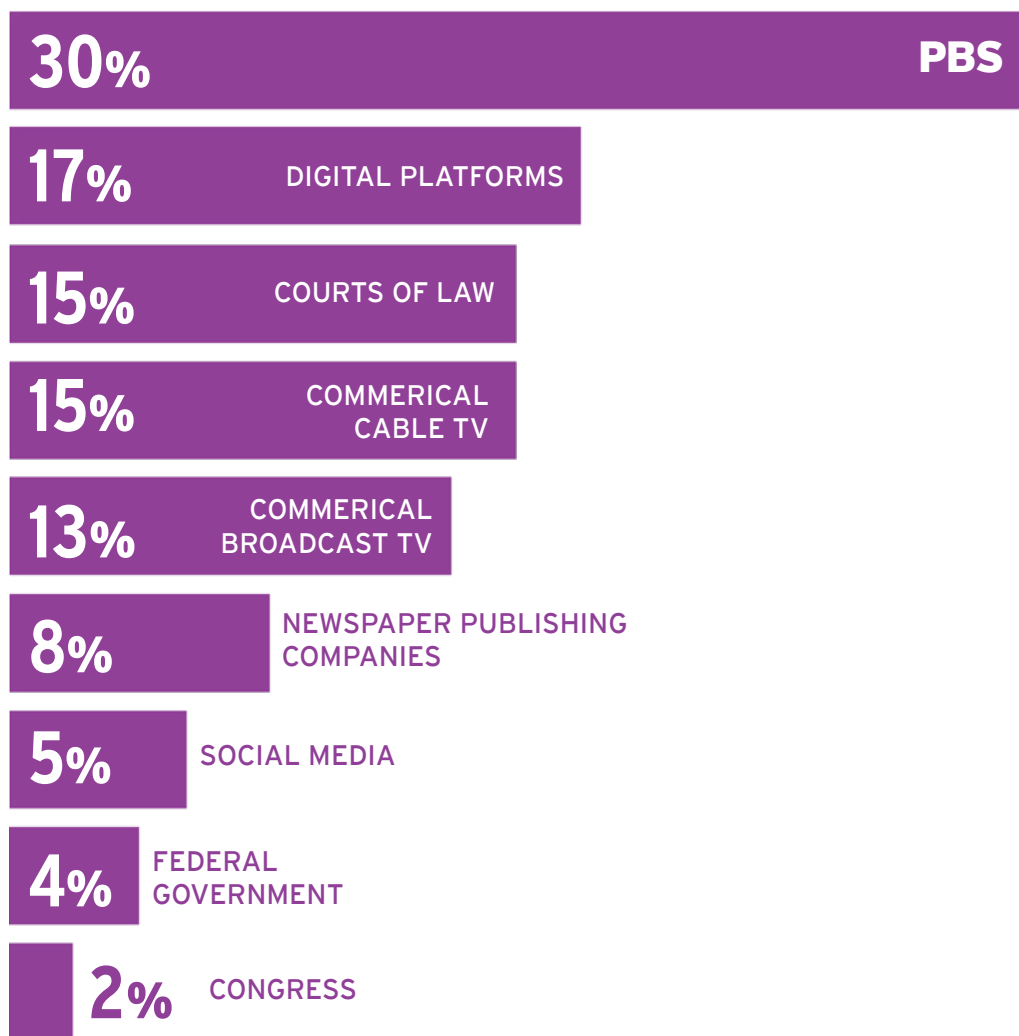
## QUESTION

What is your level of trust with each of the following organizations: a great deal, somewhat, not very much, or not at all?

*Graph indicates "A Great Deal."*

## PBS IS #1 IN PUBLIC TRUST

Source: Marketing & Research Resources, Inc. (M&RR), January 2018







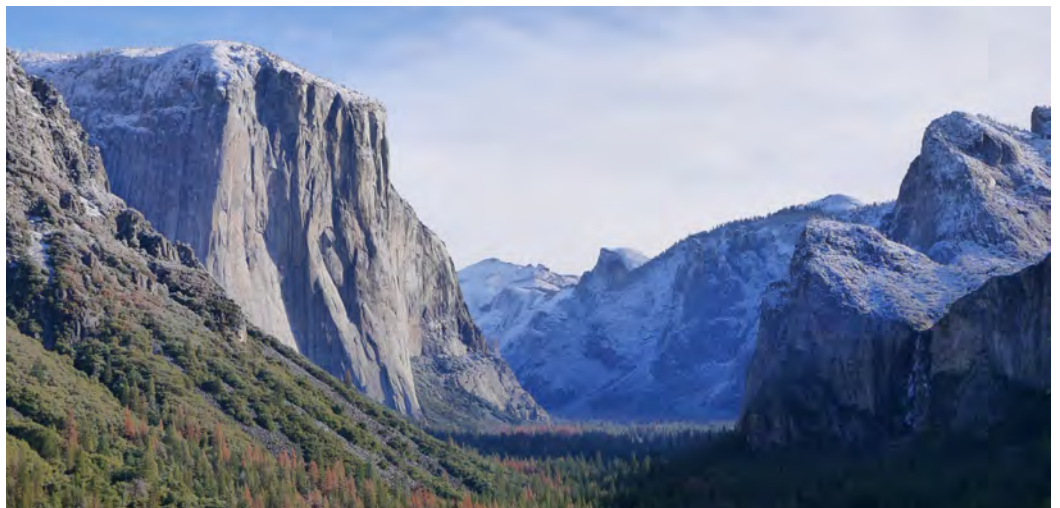
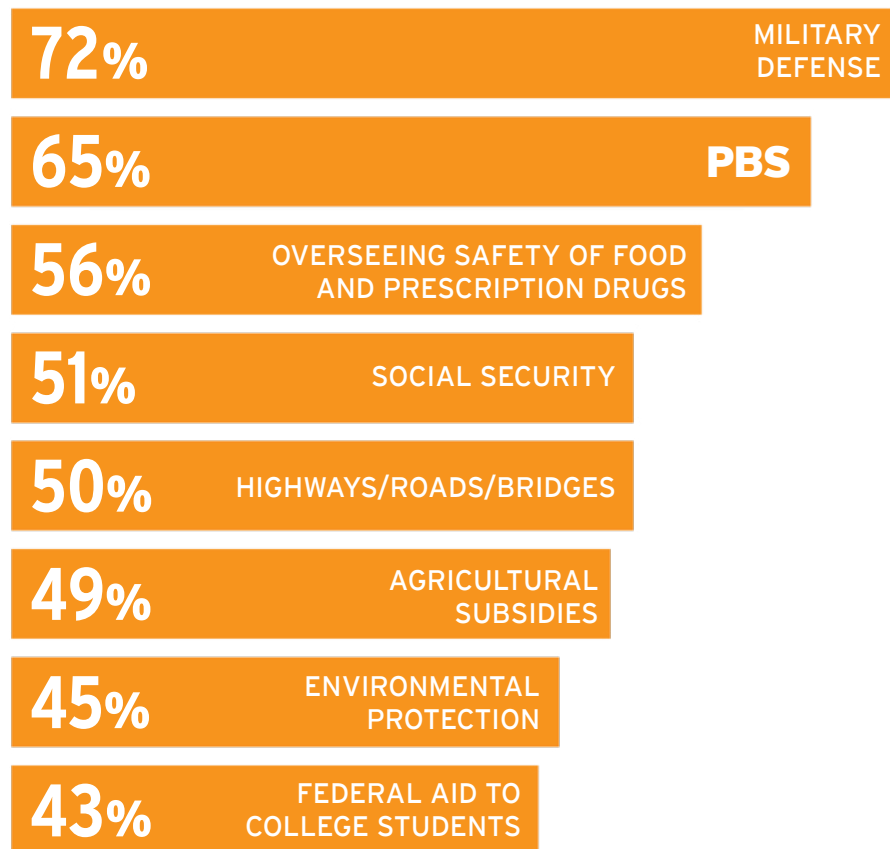
## QUESTION

The federal government provides many services that are funded with tax dollars. For each of the following services the federal government provides using tax dollars, please rate the value that you receive—is the value: excellent, good, not too good, or poor?

*Graph indicates "Good" and "Excellent."*

## PBS PROVIDES HIGH VALUE FOR TAX DOLLARS

Source: Marketing & Research Resources, Inc. (M&RR), January 2018





PBS | TRUSTED. VALUED. ESSENTIAL.

## QUESTION

In your opinion, is the money that is given to PBS stations from governments, corporations, foundations and individuals well spent?

## MONEY GIVEN TO PBS STATIONS IS MONEY WELL SPENT

Source: Marketing & Research Resources, Inc. (M&RR), January 2018

**59%****YES****10%****NO****31%****UNSURE**

THE VAST  
MAJORITY  
OF FEDERAL  
FUNDING,  
**ABOUT**  
**\$1.35**  
**PER CITIZEN,**  
GOES  
DIRECTLY  
TO LOCAL  
STATIONS

PPGA



TAB 2 Attachment 2 Page 6





PBS | TRUSTED. VALUED. ESSENTIAL.



IN 2017, PBS  
AND PRODUCING  
PARTNERS WON

**14**  
NEWS &  
DOCUMENTARY  
EMMY® AWARDS

– MORE THAN  
ANY OTHER  
ORGANIZATION





PBS | TRUSTED. VALUED. ESSENTIAL.

## QUESTION

In your opinion, how important is it that each of the following types of television is available to every American—is it very important, somewhat important, not too important, or not at all important?

*Graph indicates "Very Important."*

# IT IS IMPORTANT FOR PBS TO BE AVAILABLE TO EVERY AMERICAN

Source: Marketing & Research Resources, Inc. (M&RR), January 2018

42%

PBS

36%

COMMERICAL  
BROADCAST TV

21%

COMMERCIAL  
CABLE TV





PBS | TRUSTED. VALUED. ESSENTIAL.

## **PBS IS REACHING MORE PEOPLE**

AND OUR AUDIENCES ARE MORE ENGAGED.

IN THE 2016-2017  
BROADCAST SEASON,  
PBS REACHED  
NEARLY  
**200 MILLION**  
PEOPLE

Source: Nielsen NPower, 9/19/2016-9/24/2017

**8 IN 10**  
U.S. HOMES  
TUNE IN TO PBS  
EVERY YEAR

Source: Nielsen NPower, 9/19/2016-9/24/2017

**82%** OF BLACK  
HOUSEHOLDS  
&  
**75%** OF HISPANIC  
HOUSEHOLDS  
WATCH PBS

Source: Nielsen NPower, 9/19/2016-9/24/2017

EACH MONTH,  
PBS CONTENT  
IS STREAMED AN  
AVERAGE OF  
**264 MILLION**  
TIMES ACROSS ALL  
PBS AND STATION  
DIGITAL PLATFORMS

Source: Google Analytics, January 2017-December 2017





PBS. | TRUSTED. VALUED. ESSENTIAL.

## QUESTION

How strongly do you agree or disagree with the following statement?

"My local PBS station provides excellent value to my community."

*Graph aggregates responses for "Agree Strongly"/ "Agree Somewhat" and "Disagree Strongly"/ "Disagree Somewhat."*

# PBS STATIONS PROVIDE EXCELLENT VALUE TO COMMUNITIES

Source: Marketing & Research Resources, Inc. (M&RR), January 2018

78%

AGREE

7%

DISAGREE

15%

UNSURE

## PBS PROVIDES:

SCHOOL  
READINESS

LIFELONG  
LEARNING

PUBLIC SAFETY  
COMMUNICATIONS





PBS | TRUSTED. VALUED. ESSENTIAL.



IN THE 2016-2017 SEASON,  
PBS AND STATIONS OFFERED  
**NEARLY 600 HOURS**  
**OF ARTS AND CULTURAL**  
PROGRAMMING,  
SEEN BY CLOSE TO  
**110 MILLION**  
**PEOPLE**

Source: Nielsen NPower, 9/19/2016-9/24/2017







PBS | TRUSTED. VALUED. ESSENTIAL.

## QUESTION

Which ONE do you believe is the most educational for children?

*Responses are from parents of children under age 18.*

PBS STATIONS  
REACH MORE  
CHILDREN 2-8 IN  
**LOW-INCOME**  
**HOMES**  
THAN  
ANY OTHER  
KIDS TV  
NETWORK

9/19/2016-9/24/2017, L+7 M-Su  
6A-6A TP reach, 50% unif., 6+min.,  
LOH18-49w/C<6, HH w/Inc <\$25K.  
All PBS Stations, DSNY, NICK,  
DSNYJr, NICKJr., SPRT,  
TOON & DISCFam

PPGA

## PARENTS RATE PBS KIDS MOST EDUCATIONAL MEDIA BRAND

Source: Marketing & Research Resources, Inc. (M&RR), January 2018

69%

PBS KIDS

8% UNIVERSAL KIDS

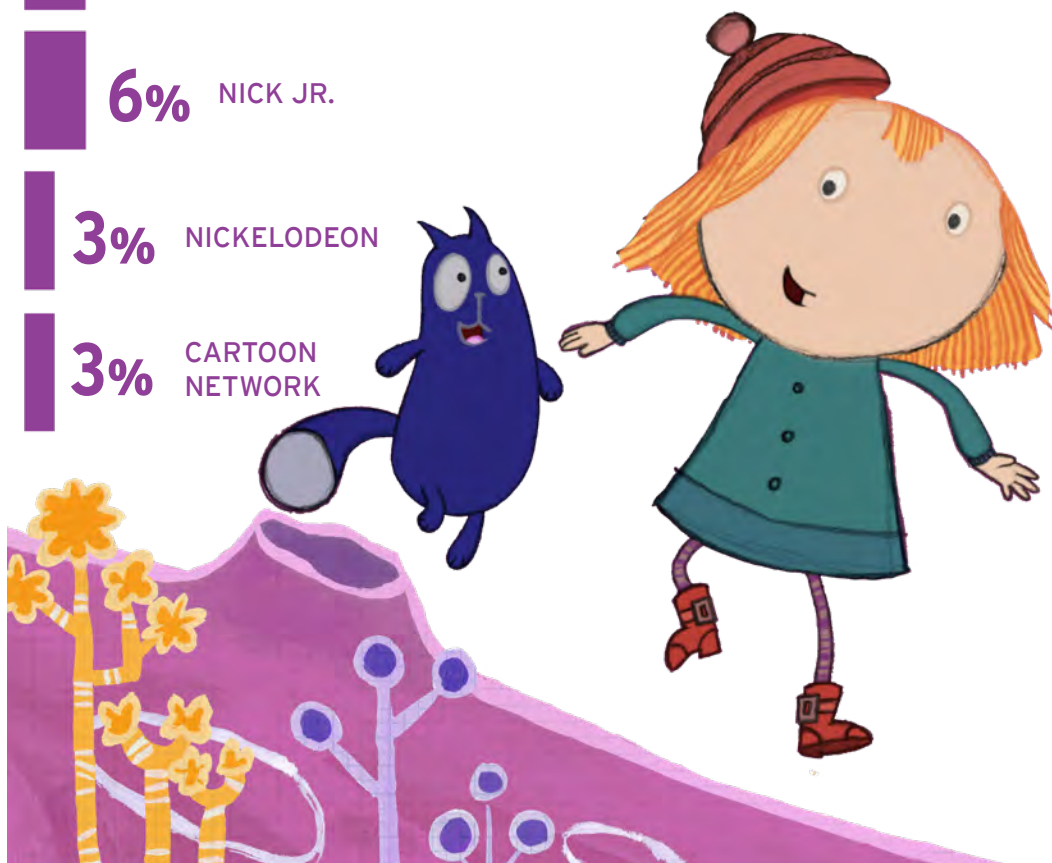
6% DISNEY CHANNEL

6% DISNEY JUNIOR

6% NICK JR.

3% NICKELODEON

3% CARTOON NETWORK





PBS | TRUSTED. VALUED. ESSENTIAL.

## QUESTION

How strongly you agree or disagree with the following statement:

“(INSERT ORGANIZATION) helps prepare children for success in school.”

*Graph indicates “Agree Strongly” or “Agree Somewhat.”*

*Responses are from parents of children under age 18.*

# PBS KIDS HELPS PREPARE CHILDREN FOR SUCCESS IN SCHOOL

Source: Marketing & Research Resources, Inc. (M&RR), January 2018

87%

PBS KIDS

68%

DISNEY JUNIOR

66%

DISNEY CHANNEL

54%

NICK JR.

55%

UNIVERSAL KIDS

41%

NICKELODEON

22%

CARTOON NETWORK



PBS REACHES OVER  
**1 MILLION**  
EDUCATORS  
EACH MONTH  
WITH FREE,  
HIGH-QUALITY  
CONTENT FOR  
THE CLASSROOM

Source: Google Analytics  
(Sept 2017 - Jan 2018)



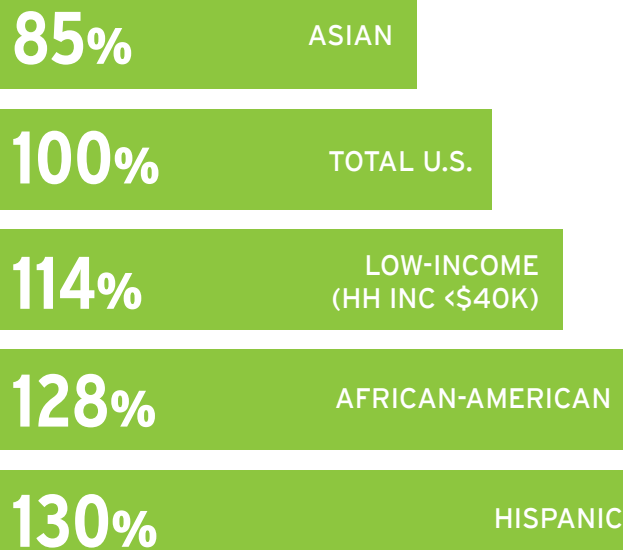
PBS | TRUSTED. VALUED. ESSENTIAL.

## On-Air

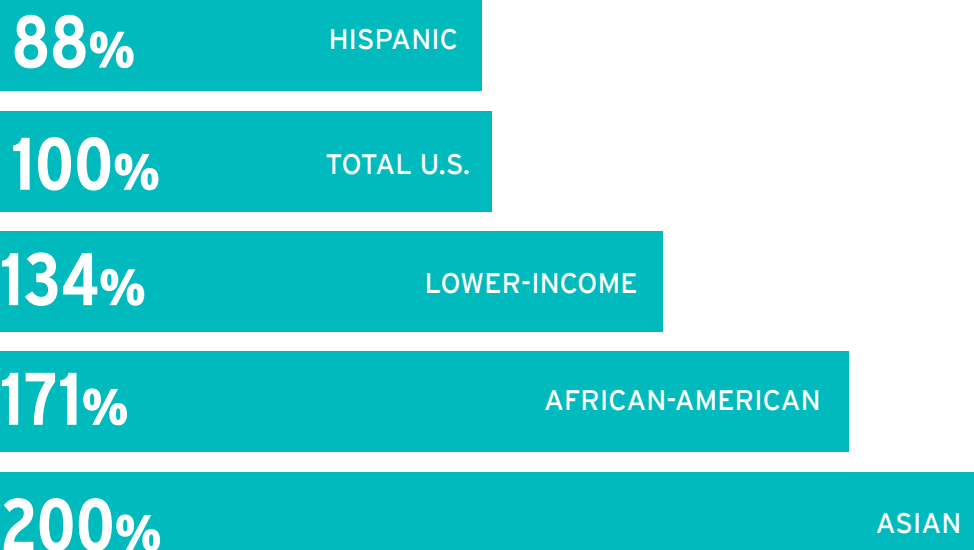
PBS KIDS attracts a higher proportion of African-American, Hispanic, and low-income homes compared to their representation in the U.S. population.

## PBS KIDS SERVES ALL CHILDREN

Source: Nielsen NPOWER L+7, 9/25/17-12/31/17 PBS Child Multi-weekly Program Reach, HH (000) vs. UE



Source: comScore Plan Metrix Audience Profile Nov. 2017



## Online

pbskids.org attracts a higher proportion of web users from Asian-American and African-American homes compared to their representation in the U.S. population.





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# ABOUT PBS

PBS, with nearly 350 member stations, offers all Americans the opportunity to explore new ideas and new worlds through television and digital content. Each month, PBS reaches nearly 100 million people through television and nearly 28 million people online, inviting them to experience the worlds of science, history, nature and public affairs; to hear diverse viewpoints; and to take front row seats to world-class drama and performances. PBS' broad array of programs has been consistently honored by the industry's most coveted award competitions. Teachers of children from pre-K through 12th grade turn to PBS for digital content and services that help bring classroom lessons to life. Decades of research confirms that PBS' premier children's media service, PBS KIDS, helps children build critical literacy, math and social-emotional skills, enabling them to find success in school and life. Delivered through member stations, PBS KIDS offers high-quality educational content on TV – including a new 24/7 channel, online at [pbskids.org](http://pbskids.org), via an array of mobile apps and in communities across America. More information about PBS is available at [www.pbs.org](http://www.pbs.org), one of the leading dot-org websites on the internet, or by following PBS on Twitter, Facebook or through our apps for mobile and connected devices. Specific program information and updates for press are available at [pbs.org/pressroom](http://pbs.org/pressroom) or by following PBS Pressroom on Twitter.



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PBS

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 21, 2018**

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**SUBJECT**

Legislative Ideas - 2019 Legislative Session

**REFERENCE**

June 2014	The Board approved ten (10) of twelve (12) legislative ideas to be submitted through the Executive Agency Legislation process.
June 2015	The Board approved sixteen (16) legislative ideas to be submitted through the Executive Agency Legislation process.
June 2016	The Board approved twenty-eight (28) legislative ideas to be submitted through the Executive Agency Legislation process.
June 2017	The Board approved eighteen (18) legislative ideas to be submitted through the Executive Agency Legislation process.

**ALIGNMENT WITH STRATEGIC PLAN**

GOAL 2: EDUCATIONAL ATTAINMENT: Objective A: Higher Level of Education Attainment, Objective B: Timely Degree completion, Objective C: Access

**BACKGROUND/ DISCUSSION**

The State Board of Education's legislative process starts with the approval of legislative ideas. Legislative ideas that are approved by the Board are submitted electronically to the Division of Financial Management (DFM) through the Executive Agency Legislative process. A legislative idea consists of a statement of purpose and a fiscal impact. If approved by the Board, the actual legislative language will be brought back to the Board at a later date for final approval prior to submittal to the legislature for consideration during the 2019 Legislative Session. Legislative ideas submitted to DFM are forwarded for consideration by the Governor and then to the Legislative Services Office for processing and submittal to the Legislature.

In accordance with the Board's Master Planning Calendar, the institutions and agencies are required to submit legislative ideas for Board approval at the June Board meeting. The Board office received four (4) legislative ideas from the institutions:

Board Staff  
Seed Certification

University of Idaho  
Agricultural College Endowment – Constitutional Amendment  
Agricultural College Endowment

Lewis-Clark State College  
Program Expansion – Legislative Authority

North Idaho College  
Community College Tuition Cap Amendment

**IMPACT**

Staff will move Board-approved legislative ideas through the legislative process and will bring the legislative language back to the Board at the August Board meeting for consideration. Legislative ideas not approved will not be submitted to DFM and will not move forward to the next step in the process.

**ATTACHMENTS**

Attachment 1 – Legislative Ideas

**STAFF COMMENTS AND RECOMMENDATIONS**

In 2017 the Board approved and forwarded legislation that, if enacted, would no longer required the Board go through the formal rule promulgation process for seed certification. During the 2018 Legislative Session the Potato Commission requested the legislation be held and that a broader group composed of the University of Idaho's College of Agriculture and the various agricultural comedies commissions be formed to look at more holistic changes to the section of code. The Governor's Office concurred with the request and the legislation was held pending further work. This legislative idea concerning Seed Certification is being forwarded again to the Board for consideration as a placeholder. If the broader group were to form consensus and bring forward a consensus piece of legislation, the consensus legislation would be brought to the Board for consideration in lieu of this item.

The Agricultural Endowment – CAFÉ Dairy legislative ideas submitted by the University of Idaho are substantially similar to the legislative idea approved by the Board in 2017. While this legislation was approved and submitted to the legislature for consideration in 2017, it was held in the House Agriculture Committee due to questions that were raised by legislators as to whether it was constitutional. The Attorney General's Office has confirmed that a constitutional amendment is required. The second legislative idea submitted by the University of Idaho is for a constitutional amendment that would address these concerns. From a process perspective, the constitutional amendment will need to pass the legislature and the electorate prior to consideration of the CAFÉ Dairy legislative idea. For this reason staff are not recommending approval of the CAFÉ Dairy legislative idea at this time.

Legislative ideas are required to be submitted to DFM by July 13, 2018 and final legislation is required to be submitted by August 17, 2018. During the process of working through legislative ideas, additional ideas of merit sometimes surface before the DFM submittal deadline. The Board has traditionally authorized the Executive Director to submit these ideas. Actual legislative language for all submitted legislative ideas will be brought back to the Board at the August 2018 Board meeting prior to the DFM August deadline for final Board approval. The legislative ideas were discussed during the June Presidents' Council meeting.

Legislative Ideas submitted by institutions or agencies are provided in the form submitted to the Board office. Final edits may be made in substantial conformance

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to the form provided prior to submittal through the Executive Agency Legislative System. Legislative Ideas that do not indicate who they were submitted by are developed by Board staff based in alignment with Board initiatives or feedback received from legislators and other education stakeholder groups.

Due to the coming transition in the Governor's Office, all state agencies, commissions, and boards have been requested to only submit "mission critical" legislation for the 2019 Legislative Session.

**BOARD ACTION**

I move to approve the Legislative Ideas 1 through 3 in Attachment 1 and to authorize the Executive Director to submit these and additional proposals as necessary through the Governor's legislative process.

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

## **LEGISLATIVE IDEAS**

### **1. Seed Certification (Place Holder)**

#### Statement of Purpose

The purpose of this legislation is to amend Section 22-1505, Idaho Code, removing the requirement that the Idaho Agricultural Experiment Station in the College of Agriculture of the University of Idaho use the Administrative Rule process for setting standards for seed certification. The current process that allows for public/industry input in setting seed certification standards through the Idaho Crop Improvement Association, the current Agent of the Idaho Agricultural Experiment Station, would remain in place, however, the added formal rule promulgation process would be removed. Layering the formal rule promulgation process on top of the process that has been developed through the Idaho Crop Improvement Association has added a layer of bureaucracy and time lines that limits the ability to amend standards in a manner responsive to industry needs. The current framework for gathering stakeholder/industry input used by the Idaho Crop Improvement Association allows those that are impacted to be involved in the process through the Idaho Crop Improvement Association. Additionally, a thirty day public comment period for the standards would be required prior to their establishment.

#### Fiscal Impact

There would be a de minimis positive fiscal impact. The current processes facilitated by the College of Agriculture and its agent the Idaho Crop Improvement Association would continue. The administrative rule process would be eliminated resulting in one less rule being published each year. The publication costs for this rule have run between \$500 and \$1,000 each year.

### **2. Agricultural College Endowment – Constitutional Amendment**

#### Statement of Purpose:

The Agricultural College Endowment, established under the Morrill Act, exists for the benefit of the University of Idaho and its agricultural/mechanical programs. The Morrill Act is unique among the state land endowments in that it specifically allows for the endowment to purchase lands for sites or experimental farms, whenever authorized by the state legislature. This legislation will call for an amendment to Article IX Section 8 of the Idaho Constitution to authorize the Land Board furnish lands in the Agricultural College Endowment (Morrill Act Endowment) to the University of Idaho for use as an Experimental Farm, which would include use in conjunction with the Center for Agriculture, Food and the Environment (CAFÉ).

#### Fiscal Impact:

There is no impact to the General Fund. Income from the Agricultural College Endowment, flows through to the University and, by law, is never part of the General Fund. The University anticipates that endowment lands, currently utilized by the University under an easement at no annual rent to the University, will be sold by the endowment and those proceeds used to acquire new endowment lands adjacent to the



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CAFÉ operational property to be furnished to the University for use as crop lands to grow feed for the CAFÉ dairy. Thus there will be no fiscal impact to either the endowment income or to the University since the current lands do not generate income for the endowment.

**3. Community College Tuition Cap** (Submitted by North Idaho College)

Statement of Purpose

The proposed legislation would amend Section 33-2110, Idaho Code, removing the maximum tuition cap allowed to be charged by community colleges. Currently, code limits community colleges to a maximum tuition of \$2,500 per annum, which equates to an effective per credit cost of \$104.17. Removing the tuition cap will allow the locally elected Boards of Trustees for each Community College to continue to set tuition and use student tuition as one part of the equation to fund quality higher education at each college. Current resident in-district tuition is close to the statutory cap at the community colleges. For example, at North Idaho College, resident in-district-tuition is \$101.50 per credit allowing only \$2.67 or an additional 2.6% until reaching the current maximum cap allowed per code.

Fiscal Impact

The proposed amendments would remove the tuition cap that can be collected by Community Colleges. Without the amendment, community colleges will need to rely more on state funding and local taxing district support to fund operations. For North Idaho College, the change would create additional tuition of \$152,052.27 assuming a 3% tuition increase and a current tuition rate of \$104.17 per credit.

**4. Lewis-Clark State College Program Expansion** (Submitted by Lewis-Clark State College)

Statement of Purpose

Section 33-3101, Idaho Code, currently limits the offering at Lewis-Clark State College to instruction in four (4) year college courses in science, arts and literature, and such courses or program as are usually included in liberal arts colleges leading to the granting of a baccalaureate degree and career technical education courses or programs of less than four (4) years. The proposed amendments would remove the restrictions and allow the college to offer such programs as the State Board of Education may approve.

Fiscal Impact

The fiscal impact is indeterminate at this time, the State Board of Education program approval process requires institutions to provide evidence of the program need and program costs when considering the approval of any new programs. Any program that demonstrates a high regional or state need may result in the shifting of existing funds from lower priority programs to cover the new program costs, a request for new funds through the state appropriation process, the creation of a self-support program fee or the increase of general tuition and fees to cover the cost. Any new costs would be offset from the increased enrollment for the participants of these no programs that may have not otherwise enrolled at Lewis-Clark State College.

The fiscal impact will be different for each program. However, broadly speaking, the administrative and support structures are in place. Primary expenses for most programs would be in personnel (faculty mostly), and reallocation of existing resources will be required in any new program we offer.

**5. Agricultural College Endowment – CAFÉ Dairy** (Submitted by University of Idaho)

Statement of Purpose:

The Agricultural College Endowment, established under the Morrill Act, exists for the benefit of the University of Idaho and its agricultural/mechanical programs. The Morrill Act is unique among the state land endowments in that it specifically allows for the endowment to purchase lands for sites or experimental farms, whenever authorized by the state legislature. This legislation will create specific legislative authorization for the Land Board to use funds from the Agricultural College Endowment to acquire lands and furnish those lands to the University of Idaho for use in conjunction with the Center for Agriculture, Food and the Environment (CAFÉ).

Fiscal Impact:

There is no impact to the General Fund. Income from the Agricultural College Endowment, flows through to the University and, by law, is never part of the General Fund. The University anticipates that endowment lands, currently utilized by the University under an easement at no annual rent to the University, will be sold by the endowment and those proceeds used to acquire new endowment lands adjacent to the CAFÉ operational property to be furnished to the University for use as crop lands to grow feed for the CAFÉ dairy. Thus there will be no fiscal impact to either the endowment income or to the University since the current lands do not generate income for the endowment.



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**SUBJECT**

Institution, Agency, and Special/Health Programs Strategic Plans

**REFERENCE**

April 2017	The Board reviewed the institution, agency, and special/health programs strategic plans and requested the plans be submitted using a consistent template.
June 2017	The Board approved the annual updates to the institution, agency, and special/health program strategic plans.
December 2017	The Board approved new system-wide performance measures for the institutions focused on outcomes from the CCA Game Changers.
February 2018	The Board approved the State K-20 Education Strategic Plan.
April 2018	The Board reviewed the institution, agency and special/health programs strategic plans.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section I.M.1.  
Section 67-1901 through 67-1903, Idaho Code.

**ALIGNMENT WITH STRATEGIC PLAN**

Goals 1 through 3: Institution and agency strategic plans are required to be in alignment with the Board's K-20 Strategic Plan.

**BACKGROUND/ DISCUSSION**

Pursuant to sections 67-1901 through 1903, Idaho Code, and Board Policy I.M. the institutions, agencies and special/health programs under the oversight of the Board are required to submit an updated strategic plan each year. The plans must encompass at a minimum the current year and four years going forward. The Board planning calendar schedules these plans to come forward annually at the April and June Board meetings. This timeline allows the Board to review the plans, ask questions or request changes in April, and then have them brought back to the regular June Board meeting, with changes if needed, for final approval while still meeting the state requirement that the plans be submitted to the Division of Financial Management (DFM) by July 1 of each year. Once approved by the Board the Office of the State Board of Education submits all of the plans to DFM.

Board policy I.M. sets out the minimum components that must be included in the strategic plans and defines each of those components. The Board's requirements are in alignment with DFM's guidelines and the requirements set out in sections 67-1901 through 67-1903, Idaho Code. Each strategic plan must include:

1. A comprehensive mission and vision statement covering the major programs, functions and activities of the institution or agency. Institution mission

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statements must articulate a purpose appropriate for a degree granting institution of higher education, with its primary purpose to serve the educational interest of its students and its principal programs leading to recognized degrees. In alignment with regional accreditation, the institution must articulate its purpose in a mission statement, and identify core themes that comprise essential elements of that mission.

2. General goals and objectives for the major programs, functions and activities of the organization, including a description of how they are to be achieved.
  - i. Institutions (including Career Technical Education) shall address, at a minimum, instructional issues (including accreditation and student issues), infrastructure issues (including personnel, finance, and facilities), advancement (including foundation activities), and the external environment served by the institution.
  - ii. Agencies shall address, at a minimum, constituent issues and service delivery, infrastructure issues (including personnel, finance, and facilities), and advancement (if applicable).
  - iii. Each objective must include at a minimum one performance measure with a benchmark.
3. Performance measures must be quantifiable indicators of progress.
4. Benchmarks for each performance measure must be, at a minimum, for the next fiscal year, and include an explanation of how the benchmark level was established.
5. Identification of key factors external to the organization that could significantly affect the achievement of the general goals and objectives.
6. A brief description of the evaluations or processes to be used in establishing or revising general goals and objectives in the future.
7. Institutions and agencies may include strategies at their discretion.

In addition to the required components and the definition of each component, Board policy I.M. requires each plan to be submitted in a consistent format. The Planning, Policy and Governmental Affairs committee established a template for strategic plan submittal that has been in place since April 2017.

At the December 2017 Regular Board meeting the Board discussed and approved new "System-wide Performance Measures." The new system-wide performance measures are targeted toward measuring outcomes that are impacted by the implementation of the Complete College America Game Changers. The

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institutions' directors of institutional research were provided the opportunity to give feedback on how each performance measure could be consistently counted across institutions. The plans provided by the institutions with this agenda item are the first plans that use the new system-wide performance measures. While each institution is required to use the system-wide performance measures, each institution sets their own benchmarks. The institutional research directors met and discussed the system-wide performance measures and how they could be collected and reported consistently between institutions prior to Board consideration.

The new system-wide performance measures are:

Timely Degree Completion

- I. Percent of undergraduate, degree-seeking students completing 30 or more credits per academic year at the institution reporting
- II. Percent of first-time, full-time, freshmen graduating within 150% of time
- III. Total number of certificates/degrees produced, broken out by:
  - a) Certificates of at least one academic year
  - b) Associate degrees
  - c) Baccalaureate degrees
- IV. Number of unduplicated graduates, broken out by:
  - a) Certificates of at least one academic year
  - b) Associate degrees
  - c) Baccalaureate degrees

Reform Remediation

- V. Percent of undergraduate, degree-seeking students taking a remediation course completing a subsequent credit bearing course (in the area identified as needing remediation) within a year with a "C" or higher

Math Pathways

- VI. Percent of new degree-seeking freshmen completing a gateway math course within two years

Structured Schedules

- VII. Number of programs offering structured schedules.

Guided Pathways

- VIII. Percent of first-time, full-time freshmen graduating within 100% of time

In addition to including the system-wide performance measures, the Board has consistently requested the benchmarks contained within the strategic plans be aspirational benchmarks, not merely a continuation of the "status quo."

All of the strategic plans are required to be in alignment with the Board's system-wide strategic plans; these include the Board's overarching K-20 education

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strategic plan (approved at the February Board meeting), the Science, Technology, Engineering and Math (STEM) Education Strategic Plan, the Higher Education Research Strategic Plan, and the Idaho Indian Education Strategic Plan.

Additionally, Executive Order 2017-02 requires updates on the adoption of the National Institute of Standards and Technology (NIST) Cybersecurity Framework and implementation of the Center for Internet Security Critical Security Controls (CIS Controls) to be included in each institution's and agencies strategic plan. The institutions and agencies have the option of imbedding this into their strategic plans or providing it as an addendum to the strategic plan.

**IMPACT**

Review will provide the Board with the opportunity to give the institutions and agencies direction on any final changes prior to consideration for approval at the June Board meeting.

**ATTACHMENTS**

**Institutions**

- Attachment 01 – University of Idaho
- Attachment 02 – Boise State University
- Attachment 03 – Idaho State University
- Attachment 04 – Lewis-Clark State College

**Community Colleges**

- Attachment 05 – College of Eastern Idaho
- Attachment 06 – College of Southern Idaho
- Attachment 07 – College of Western Idaho
- Attachment 08 – North Idaho College

**Agencies**

- Attachment 09 – Idaho Division of Career Technical Education
- Attachment 10 – Idaho Division of Vocational Rehabilitation
- Attachment 11 – Idaho Public Television
- Attachment 12 – State Department of Education/Public Schools

**Special and Health Programs**

- Attachment 13 - TechHelp
- Attachment 14 - Small Business Development Center
- Attachment 15 - Family Medicine Residency of Idaho (Boise)
- Attachment 16 - Family Medicine Residency (ISU)
- Attachment 17 - Idaho Dental Education Program
- Attachment 18 - Idaho Museum of Natural History
- Attachment 19 - Agricultural Research and Extension Services
- Attachment 20 - Forest Utilization Research
- Attachment 21 - Idaho Geological Survey
- Attachment 22 - Idaho - Washington Idaho Montana Utah (WIMU)  
Veterinary Medical Education
- Attachment 23 - Idaho - Washington, Wyoming, Alaska, Montana, Idaho  
(WWAMI) Medical Education Program

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**STAFF COMMENTS AND RECOMMENDATIONS**

As part of the Board's constitutional and statutory responsibility for oversight and governance of public education in Idaho, the Board approves all of the public education related strategic plans; this includes the approval of each of the required strategic plans for the special programs and health programs that are funded through the various education budgets. In total, the Board considers and approves 24 updated strategic plans annually, inclusive of the K-20 Education Strategic Plan approved in February. Approved plans must meet the strategic planning requirements in Idaho Code, Board Policy, and any Executive Orders that impact strategic planning. Review and approval of the strategic plans gives the Board the opportunity at the broader policy level to affect the long-term direction of public education in the state as well as measure the progress the institutions and agencies are making in meeting their goals and objectives as well as the Board's goals and objectives.

At the April 2017 Regular Board meeting the institutions were reminded that the benchmarks (performance targets) needed to be stretch benchmarks that would challenge the institutions and lead to overall improvements. One institution, Boise State University, resubmitted their strategic plan following the June Board meeting. Boise State University's edits were minor in nature correcting two errors that were identified.

**BOARD ACTION**

I move to approve the FY2019 – FY2024 strategic plans as submitted in Attachments 1 through 23.

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



# University of Idaho Strategic Plan and Process

## 2019 - 2023

Base 10-year plan established for 2016 – 2025; approved by the SBOE June 2016  
Reviewed and submitted May 2017 for 2018 - 2023

## MISSION STATEMENT

***The University of Idaho will shape the future through innovative thinking, community engagement and transformative education.***

*The University of Idaho is the state's land-grant research university. From this distinctive origin and identity, we will enhance the scientific, economic, social, legal and cultural assets of our state and develop solutions for complex problems facing our society. We will continue to deliver focused excellence in teaching, research, outreach and engagement in a collaborative environment at our residential main campus in Moscow, regional centers, extension offices and research facilities across Idaho. Consistent with the land-grant ideal, we will ensure that our outreach activities serve the state and strengthen our teaching, scholarly and creative capacities statewide.*

*Our educational offerings will transform the lives of our students through engaged learning and self-reflection. Our teaching and learning will include undergraduate, graduate, professional and continuing education offered through face-to-face instruction, technology-enabled delivery and hands-on experience. Our educational programs will strive for excellence and will be enriched by the knowledge, collaboration, diversity and creativity of our faculty, students and staff.*

## VISION STATEMENT

*The University of Idaho will expand the institution's intellectual and economic impact and make higher education relevant and accessible to qualified students of all backgrounds.*

### GOAL 1: Innovate

**Scholarly and creative work with impact**

***Scholarly and creative products of the highest quality and scope, resulting in significant positive impact for the region and the world.<sup>1</sup>***

**Objective A:** *Build a culture of collaboration that increases scholarly and creative productivity through interdisciplinary, regional, national and global partnerships.*

#### **Performance Measures:**

##### ***I. Research Expenditures (\$ million)***

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
97	95	96	102	105 <sup>2</sup>

**Objective B:** *Create, validate and apply knowledge through the co-production of scholarly and creative works by students, staff, faculty and diverse external partners.*

#### **Performance Measures:**

##### ***I. Terminal degrees in given field (PhD, MFA, etc.)***

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
290	275	279	236	300

**II. Number of Postdocs, and Non-faculty Research Staff with Doctorates**

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
65	66	70	102	<b>72<sup>2</sup></b>

**III. Number of undergraduate and graduate students paid from sponsored projects (System wide metric)**

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
489 (UG) & 488 (GR) 977 Total	575(UG) & 574 (GR) 1,149 Total	697 (UG) & 463 (GR) 1,160 Total	598 (UG) & 597(GR) 1,195 Total	<b>610 (UG) &amp; 609 (GR) 1,237 Total<sup>2</sup></b>

**IV. Percentage of students involved in undergraduate research (System wide metric)**

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
74%	67%	66%	65%	<b>69%<sup>2</sup></b>

**Objective C:** Grow reputation by increasing the range, number, type and size of external awards, exhibitions, publications, presentations, performances, contracts, commissions and grants.

**Performance Measures:**

**I. Invention Disclosures**

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
18	14	18	21	<b>25<sup>2</sup></b>

**GOAL 2: Engage**

**Outreach that inspires innovation and culture**

**Suggest and influence change that addresses societal needs and global issues, and advances economic development and culture.**

**Objective A:** Inventory and continuously assess engagement programs and select new opportunities and methods that provide solutions for societal or global issues, support economic drivers and/or promote the advancement of culture.

**Performance Measures:**

**I. Go-On Impact<sup>3</sup>**

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
NA	NA	35%	35%	<b>45%<sup>4</sup></b>

**Objective B:** Develop community, regional, national and/or international collaborations which promote innovation and use University of Idaho research and creative expertise to address emerging issues.



**Performance Measures:**

**I. Percentage Faculty Collaboration with Communities (HERI)**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
54	57	57	57	64 <sup>4</sup>

**II. Economic Impact (\$ Billion)**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
NA	1.1	1.1	1.1	1.2 <sup>4</sup>

**Objective C:** Engage individuals (alumni, friends, stakeholders and collaborators), businesses, industry, agencies and communities in meaningful and beneficial ways that support the University of Idaho's mission.

**Performance Measures:**

**I. Number of Direct UI Extension Contacts**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
359,622	338,261	360,258	Not yet available	359,000 <sup>4</sup>

**II. NSSE Mean Service Learning, Field Placement or Study Abroad**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
NA	52%	52%	52%	58% <sup>4</sup>

**III. Alumni Participation Rate<sup>5</sup>**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
8.5%	9%	10.9%	10%	10% <sup>4</sup>

**IV. Dual credit (System wide metric) a) Total Credit Hours b) Unduplicated Headcount**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
5,021 / 1,136	6,002 / 1,178	6,754/1,479	10,170 / 2,251	6,700 / 1,250 <sup>4</sup>

**GOAL 3: Transform**

**Educational experiences that improve lives**

*Increase our educational impact.*

**Objective A:** Provide greater access to educational opportunities to meet the evolving needs of society.

**Performance Measures:**

**I. Enrollment**

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
11,834	11,534	11,371	11,780	12,500 <sup>2</sup>

**Objective B:** Foster educational excellence via curricular innovation and evolution.

**Performance Measures:**

**I. Retention – New Students (System wide metric)**

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
77.4%	80.1%	77.4%	77%	83% <sup>6</sup>

**II. Retention – Transfer Students (System wide metric)**

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
82.8%	79.2%	83.4%	83%	78% <sup>4</sup>

**III. Graduates (All Degrees: IPEDS)<sup>7</sup>, b) Undergraduate Degree (PMR), 6) Graduate / Prof Degree (PMR), d) % of enrolled UG that graduate (System wide metric), e) % of enrolled Grad students that graduate (System wide metric)**

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
3,047	2,861	2,700	2,668	2,950 <sup>2</sup>
1,886	1,765	1,687	1,800	1,800 <sup>2</sup>
635 / 133	618 / 123	598 / 144	700 / 130	750 / 130 <sup>4</sup>
20%	20%	20%	20%	20% <sup>4</sup>
30%	39%	42%	30%	45% <sup>4</sup>

**IV. NSSE High Impact Practices**

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
NA	67%	67%	67%	70% <sup>4</sup>

**V. Remediation (System wide metric) a) Number, b) % of first time freshman**

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
136 / 12%	150 / 14%	151 / 14%	230 / 19%	158 / 14% <sup>4</sup>

**VI. Number of UG degrees/certificates produced annually (Source: IPEDS Completions 1<sup>st</sup> & 2<sup>nd</sup> Major) **New Statewide Performance Measure****

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
Bachelors: 2,115	Bachelors: 2,143	Bachelors: 2,017	Bachelors: 1,865	2,000 <sup>4</sup>

**VII. Percentage of UG degree seeking students taking a remedial course who complete a subsequent credit bearing course with a C or higher within one year of remedial enrollment **New Statewide Performance Measure****

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
Math 54% ENGL NA	Math 50% ENGL 66%	Math 54% ENGL 72%	Math 51% ENGL 72%	<b>Math 56%<sup>4</sup> ENGL 77%<sup>4</sup></b>

**VIII. Percentage of first time UG degree seeking students completing a gateway math course within two years of enrollment.\* *New Statewide Performance Measure***

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
69.6%	70.1%	68.9%	63.4%	<b>74%<sup>4</sup></b>

\* Course meeting the Math general education requirement.

**IX. Percentage of students completing 30 or more credits per academic year. *New Statewide Performance Measure***

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
35.7%	37.1%	36.4%	37.5%	<b>40%<sup>4</sup></b>

**X. Percentage of first-time, full-time UG degree/certificate seeking students who graduate within 100% of time. *New Statewide Performance Measure***

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
27.8% Cohort 2008-09	29.1% Cohort 2009-10	29.7% Cohort 2010-11	30.1% Cohort 2011-12	<b>34%<sup>4</sup></b>

**XI. Percentage of first-time, full-time UG degree/certificate seeking students who graduate within 150% of time (Source: IPEDS). *New Statewide Performance Measure***

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
57.8% Cohort 2008-09	57.3% Cohort 2009-10	55.8% Cohort 2010-11	54.5% Cohort 2011-12	<b>60%<sup>4</sup></b>

**XII. Number of UG programs offering structured schedules.\* *New Statewide Performance Measure***

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
164 / 164	163 / 163	158 / 158	160 / 160	<b>155 / 155<sup>4</sup></b>

\*The definition of this metric was unclear, but all programs have an approved plan of study.

**XIII. Number of UG unduplicated degree/certificate graduates. *New Statewide Performance Measure***

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
Bachelors: 1,981	Bachelors: 2,005	Bachelors: 1,865	Bachelors: 1,758	<b>2,000<sup>4</sup></b>

**Objective C:** Create an inclusive learning environment that encourages students to take an active role in their student experience.

**Performance Measures:**

**I. Equity Metric: First term GPA & Credits (% equivalent)**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
88% / 75%	75% / 75%	62.5% / 87.5%	62.5% / 87.5%	85% / 85% <sup>4</sup>

**GOAL 4: Cultivate**

**A valued and diverse community**

*Foster an inclusive, diverse community of students, faculty and staff and improve cohesion and morale.*

**Objective A:** Build an inclusive, diverse community that welcomes multicultural and international perspectives.

**Performance Measures:**

**I. Multicultural Student Enrollment (heads)**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
2,415	2,605	2,678	2,678	3,130 <sup>8</sup>

**II. International Student Enrollment (heads)**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
712	766	664	800	950 <sup>4</sup>

**III. Percentage Multicultural a) Faculty and b) Staff**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
17% / 11%	19% / 12%	19% / 13%	19% / 13%	21% / 14% <sup>4</sup>

**Objective B:** Enhance the University of Idaho's ability to compete for and retain outstanding scholars and skilled staff.

**Performance Measures:**

**I. Chronicle Survey Score: Job Satisfaction**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
NA	Survey average in the 2 <sup>nd</sup> group of 5	Survey average in the 2 <sup>nd</sup> group of 5	Survey average in the 2 <sup>nd</sup> group of 5	Survey average in the 3 <sup>rd</sup> group of 5 <sup>9</sup>

**II. Full-time Staff Turnover Rate**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
18.52%	17.6%	16.91%	15.70%	16% <sup>10</sup>

***Objective C: Improve efficiency, transparency and communication.***

**Performance Measures:**

***I. Cost per credit hour (System wide metric)***

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
\$323	\$335	\$340	\$355	\$366 <sup>11</sup>

***II> Efficiency (graduates per \$100K) (System wide metric)***

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
1.36	1.20	1.15	1.16	1.32 <sup>4</sup>

**Key External Factors**

*Factors beyond our control that affect achievement of goals*

- *The general economy, tax funding and allocations to higher education.*
- *The overall number of students graduating from high school in Idaho and the region.*
- *Federal guidelines for eligibility for financial aid.*
- *Increased administrative burden increasing the cost of delivery of education, outreach and research activities.*

**Evaluation Process**

*A brief description of the evaluations or processes to be used in establishing or revising general goals and objectives in the future.*

The metrics will be reviewed annually to evaluate their continued appropriateness in assessing the various goals and processes. As the feedback from the annual review process is reviewed the effectiveness of the processes will be refined. These feedback cycles are in place for Strategic Plan Metrics, Program Prioritization Metrics, External Program Review Process as well as a continued examination of various elements of community need as well.

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<sup>1</sup> Quality and scope will be measured via comparison to Carnegie R1 institutions with the intent of the University of Idaho attaining R1 status by 2025. See methodology as described on the Carnegie Foundation website (<http://carnegieclassifications.iu.edu/>).

<sup>2</sup> This was established as a means to achieve our end goal for enrollment and R1 status by 2025.

<sup>3</sup> Measured via survey of newly enrolled students, For students who answered "Yes or No", "Somewhat No" or "Definitely no" to "In your high school junior year, were you already planning to attend college (UI or other)?" the percent that responded "Yes or No", "Somewhat Yes" or "Definitely Yes" to "Have the University of Idaho's information and recruitment efforts over the last year impacted your decision to go to college?"

<sup>4</sup> Internally set standard to assure program quality.

<sup>5</sup> Given data availability and importance for national rankings, percent of alumni giving is used for this measure.

<sup>6</sup> Based on a review of our SBOE peer institutions

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<sup>7</sup> The IPEDS method for counting degrees and those used to aggregate the numbers reported on the Performance Measurement Report (PMR) for the State Board of Education (SBOE) use different methods of aggregation. As such the sum of the degrees by level will not match the total.

<sup>8</sup> Based on a review of the Idaho demographic and a desire to have the diversity match or exceed that of the general state population.

<sup>9</sup> Based on our desire is to reach the “Good” range (65%-74%), as established by the survey publisher.

<sup>10</sup> Based on HR’s examination of turnover rates of institutions nationally.

<sup>11</sup> Established by SBOE.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 21, 2018**

**ATTACHMENT 1**

Appendix 1

	State Board of Education Goals			
	Goal 1: EDUCATIONAL SYSTEM ALIGNMENT	Goal 2: EDUCATIONAL ATTAINMENT	Goal 3: WORKFORCE READINESS	
✓ <b>Institution/Agency Goals and Objectives</b>				
<b>GOAL 1: Innovate</b> <i>Scholarly and creative work with impact</i>  <i>Scholarly and creative products of the highest quality and scope, resulting in significant positive impact for the region and the world</i>				
<i>Objective A: Build a culture of collaboration that increases scholarly and creative productivity through interdisciplinary, regional, national and global partnerships.</i>		✓	✓	
<i>Objective B: Create, validate and apply knowledge through the co-production of scholarly and creative works by students, staff, faculty and diverse external partners.</i>	✓		✓	
<i>Objective C: Grow reputation by increasing the range, number, type and size of external awards, exhibitions, publications, presentations, performances, contracts, commissions and grants.</i>			✓	
<b>GOAL 2: Engage</b> <i>Outreach that inspires innovation and culture</i>  <i>Suggest and influence change that addresses societal needs and global issues, and advances economic development and culture.</i>				
<i>Objective A: Inventory and continuously assess engagement programs and select new opportunities and methods that provide solutions for societal or global issues, support economic drivers and/or promote the advancement of culture .</i>		✓	✓	
<i>Objective B: Develop community, regional, national and/or international collaborations which promote innovation and use University of Idaho research and creative expertise to address emerging issues.</i>		✓	✓	

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 21, 2018**

**ATTACHMENT 1**

	State Board of Education Goals			
	Goal 1: EDUCATIONAL SYSTEM ALIGNMENT	Goal 2: EDUCATIONAL ATTAINMENT	Goal 3: WORKFORCE READINESS	
✓ <i>Objective C: Engage individuals (alumni, friends, stakeholders and collaborators), businesses, industry, agencies and communities in meaningful and beneficial ways that support the University of Idaho's mission.</i>	✓	✓		
<b>GOAL 3: Transform</b> <i>Educational experiences that improve lives</i>  <i>Increase our educational impact.</i>				
<i>Objective A: Provide greater access to educational opportunities to meet the evolving needs of society.</i>		✓		
<i>Objective B: Foster educational excellence via curricular innovation and evolution.</i>		✓	✓	
<i>Objective C: Create an inclusive learning environment that encourages students to take an active role in their student experience.</i>		✓		
<b>GOAL 4: Cultivate</b> <i>A valued and diverse community</i>  <i>Foster an inclusive, diverse community of students, faculty and staff and improve cohesion and morale.</i>				
<i>Objective A: Build an inclusive, diverse community that welcomes multicultural and international perspectives.</i>		✓	✓	
<i>Objective B: Enhance the University of Idaho's ability to compete for and retain outstanding scholars and skilled staff.</i>		✓	✓	
<i>Objective C: Improve efficiency, transparency and communication.</i>	✓			



# Metric and Data Definitions

## Guiding principle for metric selection and use.

The core guiding principle used in selecting, defining and tracking the metrics used in the strategic plan is to focus on measures key to university success while remaining as consistent with the metrics used when reporting to state, federal, institutional accreditation other key external entities. The desire is to report data efficiently and consistently across the various groups by careful consideration of the alignment of metrics for all these groups where possible. The order of priority for selecting the metrics used in the strategic plan is a) to use data based in the state reporting systems where possible, and b) then move to data based in federal and/or key national reporting bodies. Only then is the construction of unique institution metrics undertaken.

## Metrics for Goal 1 (Innovate):

- 1.) **Terminal Degrees** in given field is the number of Ph.D., P.S.M., M.F.A., M.L.A., M.Arch, M.N.R., J.D., D.A.T., and Ed.D degrees awarded annually pulled for the IR Degrees Awarded Mult table used for reporting to state and federal constituents. This data is updated regularly and will be reported annually.
- 2.) **Postdocs, and Non-faculty Research Staff with Doctorates** as reported annually in the Graduate Students and Postdoctorates in Science and Engineering Survey (<http://www.nsf.gov/statistics/srvygradpostdoc/#qs>).
- 3.) **Research Expenditures** as reported annually in the Higher Education Research and Development Survey (<http://www.nsf.gov/statistics/srvyherd/>).
- 4.) **Invention Disclosures** as reported annually in the Association of University Technology Mangers Licensing Activity Survey (<http://www.autm.net/resources-surveys/research-reports-databases/licensing-surveys/>).
- 5.) **Number of undergraduate and graduate students paid from sponsored projects:** This metric is a newly established SBOE metric. It is calculated by the Office of Research and reported annually.
- 6.) **Percent of students engaged in undergraduate research:** This is a metric from the PMR for the SBOE. These PMR data are pulled from the Graduating Senior Survey annually.

## Metrics for Goal 2 (Engage):

- 1.) **Impact (UI Enrollment that increases the Go-On rate):** The metric will rely on one or two items added to the HERI CIRP First Year Student Survey. We will seek to estimate the number of new students that were not anticipating attending college a year earlier. As the items are refined, baseline and reporting of the results will be updated.

- 2.) **Extension Contacts:** Outreach to offices in relevant Colleges (CALS, CNR, Engineering, etc.) will provide data from the yearly report to the Federal Government on contacts. This represents direct teaching contacts made throughout the year by recording attendance at all extension classes, workshops, producer schools, seminars and short courses.
- 3.) **Collaboration with Communities:** HERI Faculty Survey completed by undergraduate faculty where respondents indicated that over the past two years they had, “Collaborated with the local community in research/teaching.” This survey is administered every three to five years.
- 4.) **NSSE Mean Service Learning, Field Placement or Study Abroad:** This is the average percentage of those who engaged in service learning (item 12 2015 NSSE), field experience (item 11a NSSE) and study abroad (item 11d) from the NSSE.
- 5.) **Alumni Participation Rate:** This is provided annually by University Advancement and represents the percentage of alumni that are giving to UI. It is calculated based on the data reported for the Voluntary Support of Education (VSE) report. (<http://cae.org/fundraising-in-education/>). It is updated annually.
- 6.) **Economic Impact:** This is taken from the EMSI UI report as the summary of economic impact. This report is updated periodically and the data will be updated as it becomes available.
- 7.) **Dual Credit:** These data are pulled from the PMR which is developed for the SBOE annually.

#### **Metrics for Goal 3 (Transform):**

- 1.) **Enrollment:** This metric consists of headcounts from the data set used in reporting headcounts to the SBOE, IPEDS and the Common Data Set as of census date. The data is updated annually.
- 2.) **Equity Metric:** This metric is derived from the census date data used for reporting retention and graduation rate which is updated annually. The analysis is limited to first-time full-time students. The mean term 1 GPA and semester hours completed for FTFT students is calculated for the all students combined and separately for each IPEDS race/ethnicity category. The mean for the 8 groups are compared to the overall mean. The eight groups identified here are American Indian or Alaska Native, Asian, Black or African American, Hispanic/Latino, International, Native Hawaiian or Other Pacific Islander, Two or More Races and White. If the mean for a group is below the overall mean by 1/3 or more of a standard deviation it is considered below expectations/equity. The percentage of these 8 groups meeting the equity cut off is reported. So for example if 6 of the 8 groups meet equity it is reported as 75%. As there are groups with low numbers the best method for selecting the cut off was based on the principle of effect size (i.e., <https://researchrundowns.wordpress.com/quantitative-methods/effect-size/>).
- 3.) **Retention:** This is reported as first-time full-time student retention at year 1 using the data reported to the SBOE, IPEDs and the Common Data set. This is updated annually. The final goal was selected based on the mean of the 2015-16 year for the aspiration peer group for first-year retention as reported in the Common Data Set. This group includes Virginia Tech, Michigan State University and Iowa State University.
- 4.) **Graduates (all degrees):** This is reported from the annual data used to report for IPEDS and the Common Data set for the most recent year and includes certificates.

- 5.) **Degrees by level:** Items (a) to (c) under Graduates are pulled from the PMR established by the SBOE. These numbers differ from IPEDs as they are aggregated differently and so the numbers do not sum to the IPEDs total.
- 6.) **NSSE High Impact Practices:** This metric is for overall participation of seniors in two or more High Impact Practices (HIP). The national norms for 2015 from NSSE is saved in the NSSE folders on the IRA shared drive. The norms for 2015 HIP seniors places UI's percentage at 67%, well above R1/DRU (64%) and RH (60%) as benchmarks. The highest group (Bach. Colleges- Arts & Sciences) was 85%. The goal is to reach at least this level by 2025.
- 7.) **Remediation:** This metric comes from the PMR of the SBOE. It is updated annually.

**Metrics for Goal 4 (Cultivate):**

- 1.) **Chronicle Survey Score (Survey Average):** This metric is being baselined in spring 2016 and will utilize the "Survey Average" score. The desire is to reach the "Good" range (65%-74%), which is the 4<sup>th</sup> group of 5, or higher. The survey can be found here <http://chroniclegreatcolleges.com/reports-services/>.
- 2.) **Multicultural Student Enrollment:** The headcounts used for this metric will be derived from the data set used to report to the SBOE at fall census date. This is based on the categories used by IPEDS and the Common Data Set. The census date data is updated annually.
- 3.) **International Student Enrollment:** The headcounts used for this metric will be derived from the data set used to report to the SBOE at fall census date. This is based on the categories used by IPEDS and the Common Data Set. The census date data is updated annually.
- 4.) **Full-time Staff Turnover Rate** is obtained from UI Human Resources on an annual basis.
- 5.) **Percentage of Multicultural Faculty and Staff** is the percentage of full-time faculty and staff that are not Caucasian/Unknown from the IPEDS report. Full-time faculty is as reported in IPEDS HR Part A1 for full-time tenured and tenure track. Full-time staff is as reported in IPEDS B1 using occupational category totals for full-time non-instructional staff.
- 6.) **Cost per credit hour:** This metric is from the PMR for the SBOE and is update annually.
- 7.) **Efficiency:** This metric is from the PMR for the SBOE and is update annually.

## Cybersecurity Overview and Critical Security Controls Assessment Report

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Date: June 19, 2017

Status: FINAL

Author: Mitch Parks [mitch@uidaho.edu](mailto:mitch@uidaho.edu)

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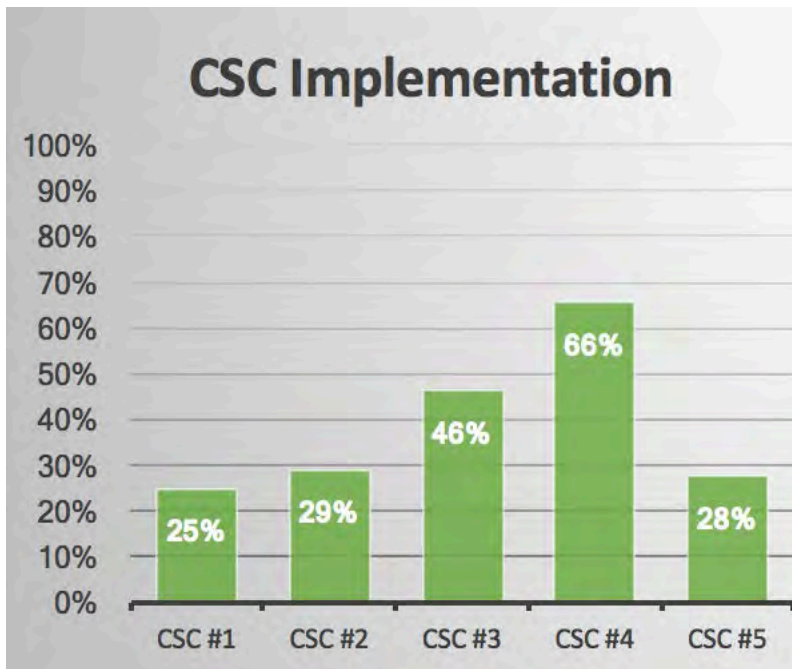
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## Executive Summary

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In response to increasing cybersecurity threats and the Idaho Governor’s Executive Order 2017-02 issued January 16, 2017, UI ITS personnel initiated an assessment of current cybersecurity measures as well as UI’s status in respect to the Center for Internet Security (CIS) Critical Security Controls (CSC) 1-5. The CSC assessment was scored using the AuditScripts initial assessment tool recommended by the State Office of the CIO and acting Chief Information Security Officer, Lance Wyatt. Direction from the State Office of the CIO was to complete only the assessment by June of 2017, with any new implementation activities to occur in Fiscal Year 2018.

Between March 2 and May 15, 2017, the ITS team reviewed each of the Critical Security Controls from version 6.1 of CIS. That assessment shows a 0.39 (out of 1.0) overall implementation for the first 5 controls.



Overall completion for each control combines scoring for policy, implementation, automation and reporting. A 100% score could be achieved by approving the written policy, implementing and automating a control for all systems, and reporting it to the executive level. For some specific controls, 100% implementation will not be desirable or achievable on a university network. Prioritization, scope, and target percentage of specific controls will be assessed and prioritized.

The results of this assessment will be used within the FY18 IT Security Plan and will be prioritized with other technology risks to meet the goals of our target profile under the NIST Cybersecurity Framework.

## High Level Cybersecurity Assessment

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Summarized below are several measures taken by the University to protect its technology and information from internal and external breaches.

### ***Policies/Procedures***

The University has established policies and procedures over the following areas:

- Administrative Systems and Applications
- Information Technology Services (ITS) Security Access
- User Provided Software on ITS Systems
- Computer User Account Procedures
- University Data Classification and Standards
- Acceptable Use of Technology Resources
- Networked Computing Device Standards
- Proactive UI Network Security Measures
- UI Password/Pass-phrase Policy
- Managing Systems for Employee Turnover
- Computer File Backup and Recovery
- Scheduling and Notification of Central Computer System Outages
- Computer Security Violations
- Banner Training and Authorization
- Payment Card Processing

### ***External Review***

In 2013, the University engaged an external higher education consulting team to provide an objective view of the state of information technology policy and security at the University. Many recommendations were implemented, including the establishment of an Information Security Office, the hiring of an Information Security Officer, and the development of a number of policies, standards, and best practices.

### ***Technology Security Advisory Council***

In 2014, the University formed a nine-member council to advocate for improved security, identify potential IT security issues, and advise the Information Security Officer on strategies, priorities, and communication. This council meets monthly.

### ***Employee Training and Awareness***

In 2017, the University required all employees to complete an on-line training module on cyber security risk. The University has achieved a 96% completion rate. In addition, the University Information Security Officer has conducting phishing awareness campaigns to educate employees on how to protect their data and devices from phishing attacks.

***Encryption***

The University has implemented the first phase of a device encryption program based on the University data classification policy. This project has encrypted 338 devices as of June 19, 2017, representing 95% of identified devices with potentially high risk data.

***Governor's Executive Order No. 2017-02***

Two of the ten directives listed in the EO are:

- Adoption and implementation of the National Institute of Standards and Technology (NIST) cybersecurity framework; and
- Implementation of the first five Center for Internet Security (CIS) critical security controls.

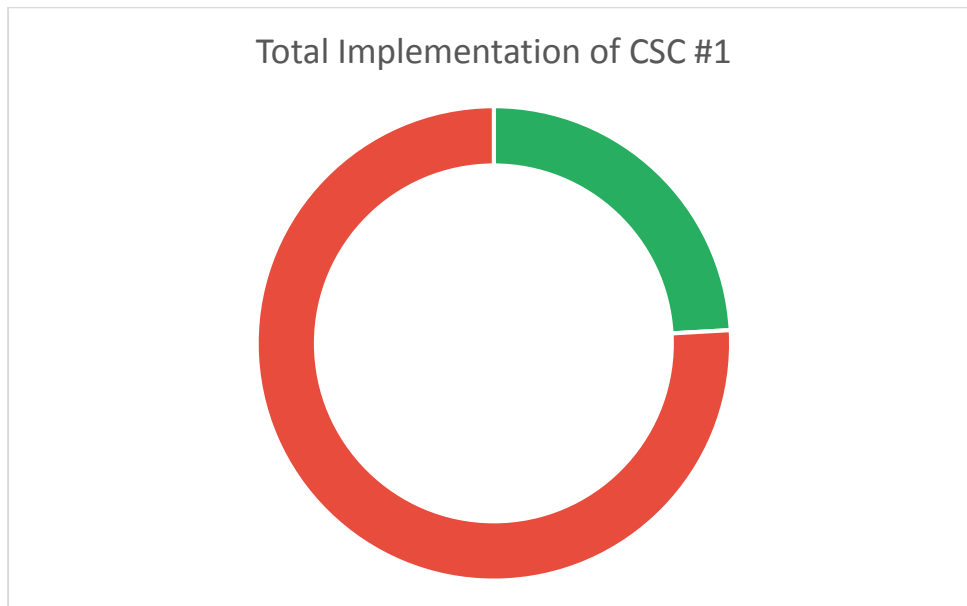
The University has adopted the NIST framework and has conducted a self-assessment of the CIS controls (no.'s 1-5) and is discussed later in this document. The results of the self-assessment have been communicated to the University President. The University Information Security Officer is also near completion of a cyber security strategic plan which will outline recommended action items for the University going forward.



## Critical Security Controls

Using the AuditScripts tool, the following pages show the overall risk for each control. This assumes that any control not fully implemented has been implicitly, if not explicitly, accepted as a risk. Detailed answers on each control are not provided, but are on file in the ITS Information Security Office.

### CSC #1: Inventory of Authorized and Unauthorized Devices



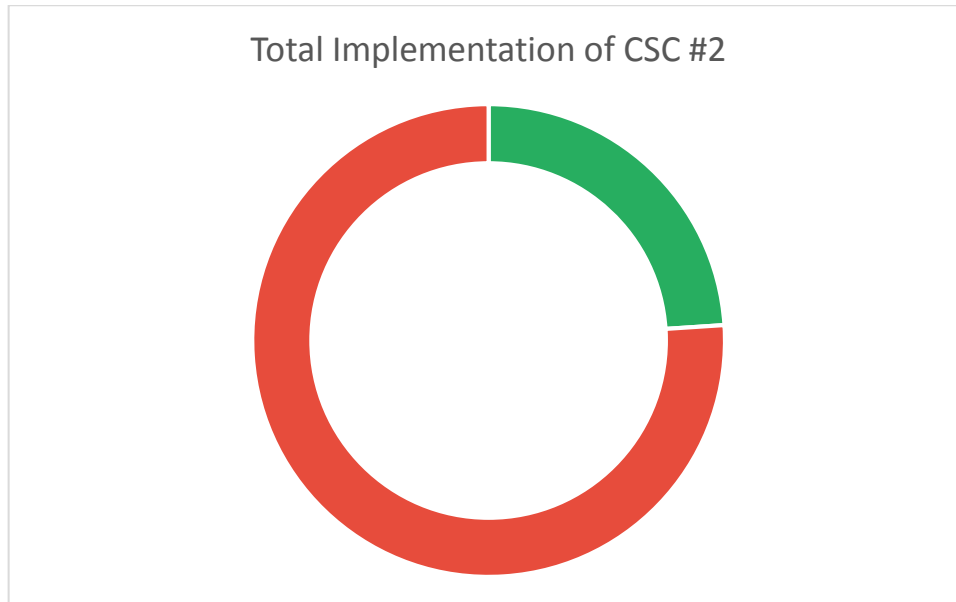
Risk Addressed: 24%

Risk Accepted: 76%

ID	Critical Security Control Detail
1.1	Deploy an automated asset inventory discovery tool and use it to build a preliminary inventory of systems connected to an organization's public and private network(s). Both active tools that scan through IPv4 or IPv6 network address ranges and passive tools that identify hosts based on analyzing their traffic should be employed.

<b>1.2</b>	If the organization is dynamically assigning addresses using DHCP, then deploy dynamic host configuration protocol (DHCP) server logging, and use this information to improve the asset inventory and help detect unknown systems.
<b>1.3</b>	Ensure that all equipment acquisitions automatically update the inventory system as new, approved devices are connected to the network.
<b>1.4</b>	Maintain an asset inventory of all systems connected to the network and the network devices themselves, recording at least the network addresses, machine name(s), purpose of each system, an asset owner responsible for each device, and the department associated with each device. The inventory should include every system that has an Internet protocol (IP) address on the network, including but not limited to desktops, laptops, servers, network equipment (routers, switches, firewalls, etc.), printers, storage area networks, Voice Over-IP telephones, multi-homed addresses, virtual addresses, etc. The asset inventory created must also include data on whether the device is a portable and/or personal device. Devices such as mobile phones, tablets, laptops, and other portable electronic devices that store or process data must be identified, regardless of whether they are attached to the organization's network.
<b>1.5</b>	Deploy network level authentication via 802.1x to limit and control which devices can be connected to the network. The 802.1x must be tied into the inventory data to determine authorized versus unauthorized systems.
<b>1.6</b>	Use client certificates to validate and authenticate systems prior to connecting to the private network.

CSC #2: Inventory of Authorized and Unauthorized Software



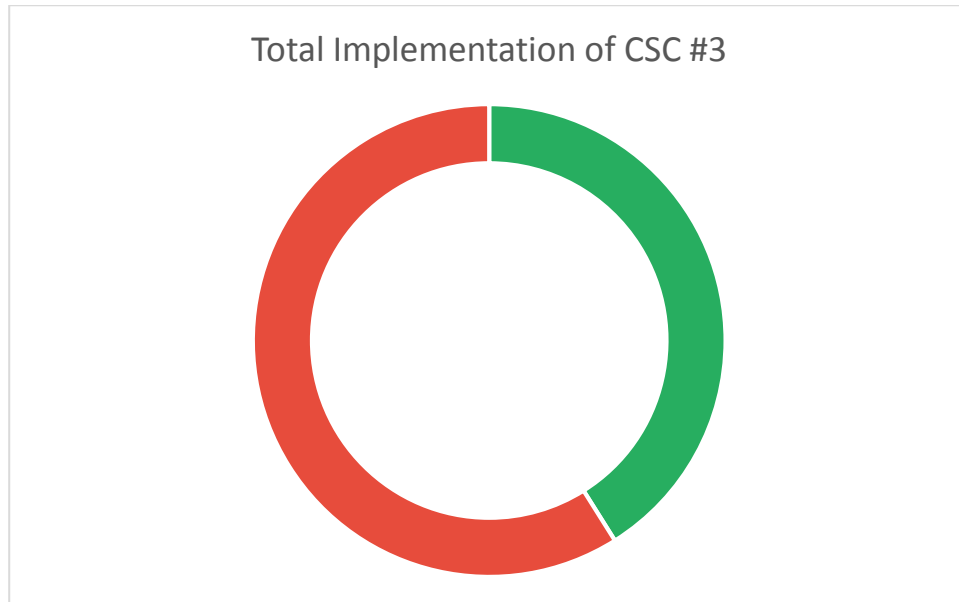
Risk Addressed: 24%

Risk Accepted: 76%

ID	Critical Security Control Detail
2.1	Devise a list of authorized software and version that is required in the enterprise for each type of system, including servers, workstations, and laptops of various kinds and uses. This list should be monitored by file integrity checking tools to validate that the authorized software has not been modified.
2.2	Deploy application whitelisting technology that allows systems to run software only if it is included on the whitelist and Protects execution of all other software on the system. The whitelist may be very extensive (as is available from commercial whitelist vendors), so that users are not inconvenienced when using common software. Or, for some special-purpose systems (which require only a small number of programs to achieve their needed business functionality), the whitelist may be quite narrow.

<b>2.3</b>	Deploy software inventory tools throughout the organization covering each of the operating system types in use, including servers, workstations, and laptops. The software inventory system should track the version of the underlying operating system as well as the applications installed on it. The software inventory systems must be tied into the hardware asset inventory so all devices and associated software are tracked from a single location.
<b>2.4</b>	Virtual machines and/or air-gapped systems should be used to isolate and run applications that are required for business operations but based on higher risk should not be installed within a networked environment.

CSC #3: Secure Configurations for Hardware and Software



Risk Addressed: 41%

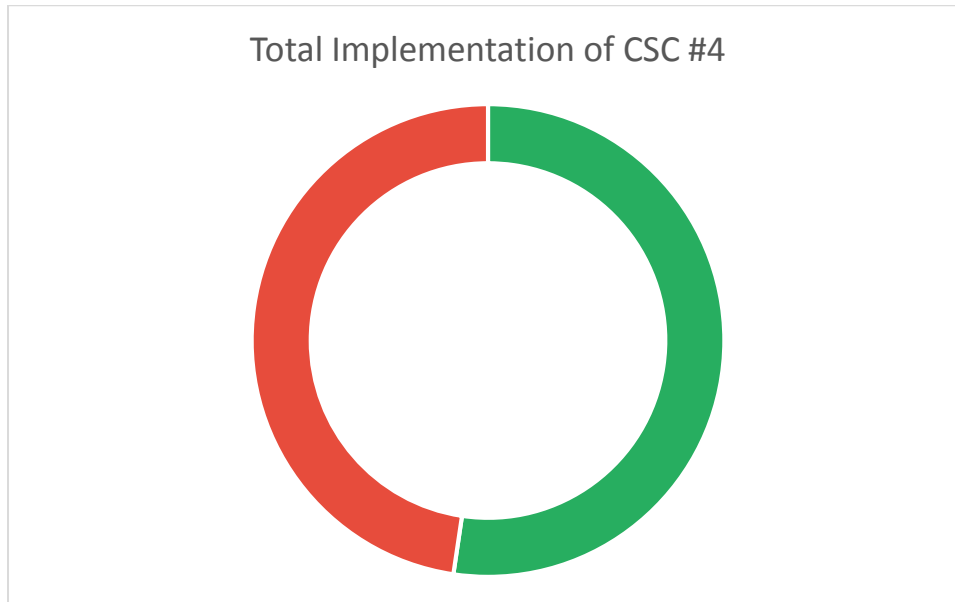
Risk Accepted: 59%

ID	Critical Security Control Detail
3.1	Establish standard secure configurations of your operating systems and software applications. Standardized images should represent hardened versions of the underlying operating system and the applications installed on the system. These images should be validated and refreshed on a regular basis to update their security configuration in light of recent vulnerabilities and attack vectors.
3.2	Follow strict configuration management, building a secure image that is used to build all new systems that are deployed in the enterprise. Any existing system that becomes compromised should be re-imaged with the secure build. Regular updates or exceptions to this image should be integrated into the organization's change management processes. Images should be

	created for workstations, servers, and other system types used by the organization.
<b>3.3</b>	Store the master images on securely configured servers, validated with integrity checking tools capable of continuous inspection, and change management to ensure that only authorized changes to the images are possible. Alternatively, these master images can be stored in offline machines, air-gapped from the production network, with images copied via secure media to move them between the image storage servers and the production network.
<b>3.4</b>	Perform all remote administration of servers, workstation, network devices, and similar equipment over secure channels. Protocols such as telnet, VNC, RDP, or others that do not actively support strong encryption should only be used if they are performed over a secondary encryption channel, such as SSL, TLS or IPSEC.
<b>3.5</b>	Use file integrity checking tools to ensure that critical system files (including sensitive system and application executables, libraries, and configurations) have not been altered. The reporting system should: have the ability to account for routine and expected changes; highlight and alert on unusual or unexpected alterations; show the history of configuration changes over time and identify who made the change (including the original logged-in account in the event of a user ID switch, such as with the su or sudo command). These integrity checks should identify suspicious system alterations such as: owner and permissions changes to files or directories; the use of alternate data streams which could be used to hide malicious activities; and the introduction of extra files into key system areas (which could indicate malicious payloads left by attackers or additional files inappropriately added during batch distribution processes).
<b>3.6</b>	Implement and test an automated configuration monitoring system that verifies all remotely testable secure configuration elements, and alerts when unauthorized changes occur. This includes detecting new listening ports, new administrative users, changes to group and local policy objects (where applicable), and new services running on a system. Whenever possible use tools compliant with the Security Content Automation Protocol (SCAP) in order to streamline reporting and integration.

<b>3.7</b>	Deploy system configuration management tools, such as Active Directory Group Policy Objects for Microsoft Windows systems or Puppet for UNIX systems that will automatically enforce and redeploy configuration settings to systems at regularly scheduled intervals. They should be capable of triggering redeployment of configuration settings on a scheduled, manual, or event-driven basis.
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CSC #4: Continuous Vulnerability Assessment and Remediation



Risk Addressed: 52%

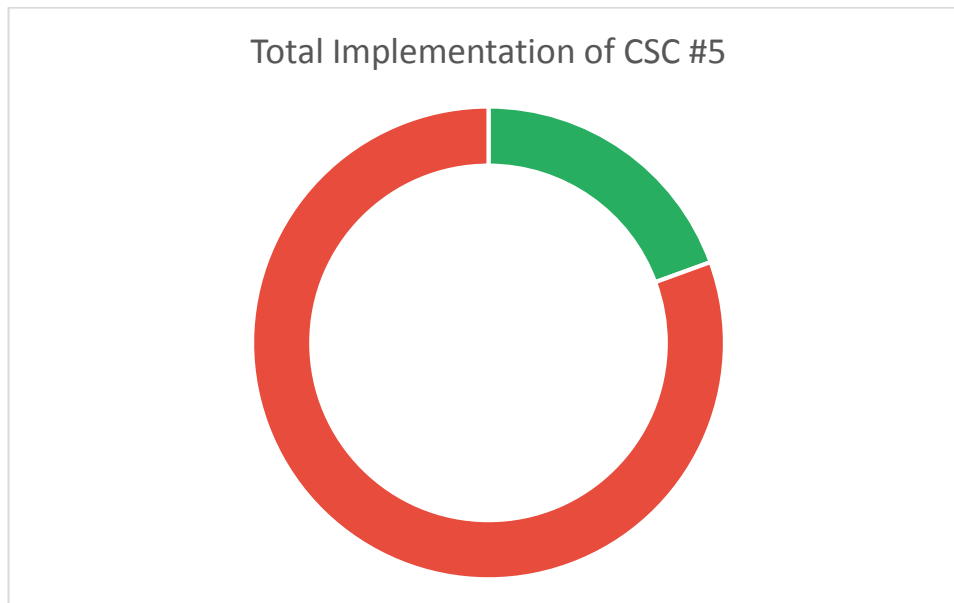
Risk Accepted: 48%

ID	Critical Security Control Detail
4.1	Run automated vulnerability scanning tools against all systems on the network on a weekly or more frequent basis and deliver prioritized lists of the most critical vulnerabilities to each responsible system administrator along with risk scores that compare the effectiveness of system administrators and departments in reducing risk. Use a SCAP-validated vulnerability scanner that looks for both code-based vulnerabilities (such as those described by Common Vulnerabilities and Exposures entries) and configuration-based vulnerabilities (as enumerated by the Common Configuration Enumeration Project).



<b>4.2</b>	Correlate event logs with information from vulnerability scans to fulfill two goals. First, personnel should verify that the activity of the regular vulnerability scanning tools is itself logged. Second, personnel should be able to correlate attack detection events with prior vulnerability scanning results to determine whether the given exploit was used against a target known to be vulnerable.
<b>4.3</b>	Perform vulnerability scanning in authenticated mode either with agents running locally on each end system to analyze the security configuration or with remote scanners that are given administrative rights on the system being tested. Use a dedicated account for authenticated vulnerability scans, which should not be used for any other administrative activities and should be tied to specific machines at specific IP addresses. Ensure that only authorized employees have access to the vulnerability management user interface and that roles are applied to each user.
<b>4.4</b>	Subscribe to vulnerability intelligence services in order to stay aware of emerging exposures, and use the information gained from this subscription to update the organization's vulnerability scanning activities on at least a monthly basis. Alternatively, ensure that the vulnerability scanning tools you use are regularly updated with all relevant important security vulnerabilities.
<b>4.5</b>	Deploy automated patch management tools and software update tools for operating system and software/applications on all systems for which such tools are available and safe. Patches should be applied to all systems, even systems that are properly air gapped.
<b>4.6</b>	Monitor logs associated with any scanning activity and associated administrator accounts to ensure that this activity is limited to the timeframes of legitimate scans.
<b>4.7</b>	Compare the results from back-to-back vulnerability scans to verify that vulnerabilities were addressed either by patching, implementing a compensating control, or documenting and accepting a reasonable business risk. Such acceptance of business risks for existing vulnerabilities should be periodically reviewed to determine if newer compensating controls or subsequent patches can address vulnerabilities that were previously accepted, or if conditions have changed, increasing the risk.
<b>4.8</b>	Establish a process to risk-rate vulnerabilities based on the exploitability and potential impact of the vulnerability, and segmented by appropriate groups of assets (example, DMZ servers, internal network servers, desktops, laptops). Apply patches for the riskiest vulnerabilities first. A phased rollout can be used to minimize the impact to the organization. Establish expected patching timelines based on the risk rating level.

## CSC #5: Controlled Use of Administrative Privileges



Risk Addressed:

19%

Risk Accepted:

81%

ID	Critical Security Control Detail
5.1	Minimize administrative privileges and only use administrative accounts when they are required. Implement focused auditing on the use of administrative privileged functions and monitor for anomalous behavior.
5.2	Use automated tools to inventory all administrative accounts and validate that each person with administrative privileges on desktops, laptops, and servers is authorized by a senior executive.
5.3	Before deploying any new devices in a networked environment, change all default passwords for applications, operating systems, routers, firewalls, wireless access points, and other systems to have values consistent with administration-level accounts.
5.4	Configure systems to issue a log entry and alert when an account is added to or removed from a domain administrators' group, or when a new local administrator account is added on a system.

<b>5.5</b>	Configure systems to issue a log entry and alert on any unsuccessful login to an administrative account.
<b>5.6</b>	Use multifactor authentication for all administrative access, including domain administrative access. Multi-factor authentication can include a variety of techniques, to include the use of smart cards, certificates, One Time Password (OTP) tokens, biometrics, or other similar authentication methods.
<b>5.7</b>	Where multi-factor authentication is not supported, user accounts shall be required to use long passwords on the system (longer than 14 characters).
<b>5.8</b>	Administrators should be required to access a system using a fully logged and non-administrative account. Then, once logged on to the machine without administrative privileges, the administrator should transition to administrative privileges using tools such as Sudo on Linux/UNIX, RunAs on Windows, and other similar facilities for other types of systems.
<b>5.9</b>	Administrators shall use a dedicated machine for all administrative tasks or tasks requiring elevated access. This machine shall be isolated from the organization's primary network and not be allowed Internet access. This machine shall not be used for reading e-mail, composing documents, or surfing the Internet.

## Appendix A: References

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Tracking of key references useful for this report.

Executive Order 2017-01	Findings of the Idaho Cybersecurity Taskforce	<a href="https://gov.idaho.gov/mediacenter/execorders/eo17/EO%202017-02.pdf">https://gov.idaho.gov/mediacenter/execorders/eo17/EO%202017-02.pdf</a>
Critical Security Controls	Version 6.1	<a href="https://www.cisecurity.org/controls/">https://www.cisecurity.org/controls/</a>
Audit Scripts	Free Assessment Resources	<a href="http://www.auditscripts.com/free-resources/critical-security-controls/">http://www.auditscripts.com/free-resources/critical-security-controls/</a>



# **BOISE STATE UNIVERSITY**

**UPDATED FOR FY2019 THROUGH FY2023**

**MISSION STATEMENT  
CORE THEMES  
VISION**

**STRATEGIC PLAN**

**MAPPING OF STRATEGIC PLAN TO THE SBOE STRATEGIC PLAN  
MAPPING OF STRATEGIC PLAN TO THE  
COMPLETE COLLEGE IDAHO PLAN  
KEY EXTERNAL FACTORS**

***Focus on Effectiveness***

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 21, 2018**

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**Boise State University**  
**Strategic Plan**

**Mission**

*Boise State University is a public, metropolitan research university providing leadership in academics, research, and civic engagement. The university offers an array of undergraduate degrees and experiences that foster student success, lifelong learning, community engagement, innovation, and creativity. Research, creative activity, and graduate programs, including select doctoral degrees, advance new knowledge and benefit the community, the state and the nation. The university is an integral part of its metropolitan environment and is engaged in its economic vitality, policy issues, professional and continuing education programming, and cultural enrichment.*

**Vision**

*Boise State University aspires to be a research university known for the finest undergraduate education in the region, and outstanding research and graduate programs. With its exceptional faculty, staff and student body, and its location in the heart of a thriving metropolitan area, the university will be viewed as an engine that drives the Idaho economy, providing significant return on public investment.*

**Core Themes**

Each core theme describes a key aspect of our mission. A complete description can be accessed at <https://academics.boisestate.edu/planning/core-themes-2/>.

***Undergraduate Education.** Our university provides access to high quality undergraduate education that cultivates the personal and professional growth of our students and meets the educational needs of our community, state, and nation. We engage our students and focus on their success.*

***Graduate Education.** Our university provides access to graduate education that addresses the needs of our region, is meaningful in a global context, is respected for its high quality, and is delivered within a supportive graduate culture.*

***Research and Creative Activity.** Through our endeavors in basic and applied research and in creative activity, our researchers, artists, and students create knowledge and understanding of our world and of ourselves, and transfer that knowledge to provide societal, economic, and cultural benefits. Students are integral to our faculty research and creative activity.*

***Community Commitment.** The university is a vital part of the community, and our commitment to the community extends beyond our educational programs, research, and creative activity. We collaborate in the development of partnerships that address community and university issues. The community and university share knowledge and expertise with each other. We look to the community to inform our goals, actions, and measures of success. We work with the community to create a rich mix of culture, learning*

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*experiences, and entertainment that educates and enriches the lives of our citizens. Our campus culture and climate promote civility, inclusivity and collegiality.*

## STRATEGIC PLAN GOALS AND OBJECTIVES

NOTE THAT IN THIS DOCUMENT, THE “STRATEGIES” OF BOISE STATE UNIVERSITY’S ORIGINAL PLAN HAVE BEEN CONSOLIDATED INTO “OBJECTIVES” TO MATCH THE TEMPLATE OF THE IDAHO STATE BOARD OF EDUCATION

### Goal 1: Create a signature, high quality educational experience for all students.

**Objective A:** Develop the Foundational Studies Program into a memorable centerpiece of the undergraduate experience.

**Performance Measures:**

NSSE <sup>1</sup> Indicators: For Freshmen Only (% of peer group rating)	FY 2015	FY 2016	FY 2017	FY 2018	Target (“Benchmark”)	
					FY 2019	FY 2023
Academic Challenge	97%↔ <sup>2</sup>	NSSE survey every three years	NSSE survey every three years	Available fall 2018	100%	105% <sup>3</sup>
>Higher-order learning	100%↔				102%	105%
>Reflective & integrative learning						
Learning with Peers	97%↔	NSSE survey every three years	NSSE survey every three years	Available fall 2018	100%	105%
>Collaborative learning	95%↓				100%	105%
>Discussions with diverse others						

**Objective B:** Provide a relevant, impactful educational experience that includes opportunities within and across disciplines for experiential learning.

**Performance Measures:**

Students participating in internships	FY 2015	FY 2016	FY 2017	FY 2018 (preliminary)	Target (“Benchmark”)	
					FY 2019	FY 2023
>Number of students with internship credit	948	996	921	923	1,100	1,500

NSSE % of senior participating in internships (and similar experiences), and in research	FY 2015	FY 2016	FY 2017	FY 2018	Target (“Benchmark”)	
					FY 2019	FY 2023
>% of students participating in internships and other applied experiences	51.2%	NSSE survey every three years	NSSE survey every three years	Available fall 2018	52%	55%
>% of students participating in research w/faculty members	20.4%				22%	27%

Vertically Integrated Projects <sup>4</sup> (VIPs)	FY 2015	FY 2016	FY 2017	FY 2018 (preliminary)	Target (“Benchmark”)	
					FY 2019	FY 2023
>Number of students enrolled in VIP credit	60	61	75	50	81	180

<sup>1</sup> “NSSE” refers to the National Survey of Student Engagement (<http://nsse.indiana.edu/>), which is used by Boise State University every three years to gather information from freshmen and seniors on a variety of aspects of their educational experiences. Because NSSE is taken by a substantial number of institutions, Boise State is able to benchmark itself against peer institutions.

<sup>2</sup> ↔ Indicates that Boise State’s score is statistically the same as peers; ↓ & ↑ indicate statistically lower and higher than peers.

<sup>3</sup> A percentage of 105% indicates that Boise State would score 5% better than peers.

<sup>4</sup> Boise State University recently implemented a Vertically Integrated Projects (VIPs) initiative. VIPs unite undergraduate education with faculty research in a team-based context. Students earn credit for participation. Boise State is a member of the VIP national consortium that includes more than 20 universities and is hosted by Georgia Tech. Not that not all student participants sign up for credit.

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>Number of VIP teams	6	8	8	Available July 2018	9	18
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**Objective C:** Cultivate intellectual community among students and faculty and facilitate respect for the diversity of human cultures, institutions, and experiences.

**Performance Measures:**

NSSE Indicators: For Seniors Only (% of peer group rating)	FY 2015	FY 2016	FY 2017	FY 2018	Target ("Benchmark")	
					FY 2019	FY 2023
Learning with Peers	103%↑	NSSE survey every three years	NSSE survey every three years	Available fall 2018		
>Collaborative learning	94%↓				105%	105%
>Discussions with diverse others					98%	100%
Experiences with faculty	90%↓					
>Student-faculty interaction	96%↓				95%	100%
>Effective teaching practices					100%	100%

**Objective D:** Invest in faculty development, innovative pedagogies, and an engaging environment for learning.

**Performance Measures:**

NSSE Indicators: For Seniors Only (% of peer group rating)	FY 2015	FY 2016	FY 2017	FY 2018	Target ("Benchmark")	
					FY 2019	FY 2023
Academic Challenge	99%↔	NSSE survey every three years	NSSE survey every three years	Available fall 2018		
>Higher-order learning	102%↔				100%	105%
>Reflective & integrative learning	97%↓				105%	105%
>Learning strategies	102%↔				100%	105%
>Quantitative reasoning					105%	105%
Learning with Peers	103%↑					
>Collaborative learning					105%	105%
Experiences with faculty	90%↓					
>Effective teaching practices					95%	100%



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**Goal 2: Facilitate the timely attainment of educational goals of our diverse student population.**

**Objective A:** Design and implement innovative policies and procedures that remove barriers to graduation and facilitate student success.

**Performance Measures:**

Unduplicated number of graduates (distinct by award level) <sup>5</sup>	FY 2015	FY 2016	FY 2017	FY 2018	Target ("Benchmark")	
					FY 2019	FY 2023
>Undergraduate Certificate	Dupl. <sup>7</sup>	Dupl.	Dupl.	Available Sept. 2018		
>Associate	166	141	114		150	150
>Baccalaureate	2,971	2,998	3,141		3,450	3,950
>(SBOE target for baccalaureate graduates <sup>6</sup> )	(2,700)	(2,843)	(2,986)		(3,273)	N/A
>Graduate Certificate	226	173	212		250	300
>Master's	703	670	776		825	900
>Educational Specialist	--	10	15		20	30
>Doctoral	14	18	36		38	48
Total Distinct Graduates	3,938	3,916	4,173			

First year retention rate <sup>8</sup>	Fall 2014 cohort	Fall 2015 cohort	Fall 2016 cohort	Fall 2017 Cohort	Target ("Benchmark")		
					F2018 cohort	F2020 cohort	F2022 cohort
>Percent of first-time, full-time freshmen retained	75.6%	78.2%	79.8%	Available Oct. 2018	81%	83%	84%
>Percent of Idaho-resident Pell-eligible first-time full-time freshmen retained	66.3%	72.7%	72.6%		77%	79.5%	82.5%
>Percent full-time transfers retained or graduated	73.5%	75.4%	73.8%		78%	80%	82.5%

4-year graduation rate <sup>9</sup>	Fall 2011 Cohort	Fall 2012 Cohort	Fall 2013 Cohort	Fall 2014 Cohort	Target ("Benchmark")	
					Fall 2015 cohort	Fall 2019 cohort
> % of first-time, full-time freshmen who graduated	19.0%	21.1%	25.5%	Available Sept. 2018	30%	35%
>% of Idaho-resident, Pell-eligible, first-time, full-time freshmen who graduated	9.2%	10.9%	12.2%		18%	25%
>% of full-time transfers who graduated	46.5%	47.0%	47.5%		50%	50%

<sup>5</sup> SBOE required metric: timely degree completion. Distinct graduates by award level, totaled for summer, fall, and spring terms. Note that these totals cannot be summed to get the overall distinct graduate count due to some students earning more than one award (e.g., graduate certificate and a master's) in the same year.

<sup>6</sup> Number in parentheses is the SBOE target for the # of baccalaureate graduates as per PPGA agenda materials, August 12, 2012, Tab 10 page 3. SBOE specified targets only through 2020.

<sup>7</sup> Undergraduate certificates are now awarded unless student is graduating with a bachelor's degree; therefore all graduates are duplicates of bachelor's degree recipients.

<sup>8</sup> Retention measured as the percent of a cohort returning to enroll the subsequent year. Transfer retention reflect the percent of the full-time baccalaureate-seeking transfer cohort that returned to enroll the following year or graduated.

<sup>9</sup> SBOE required metric: guided pathways. % of first-time, full-time freshman graduating within 100% of time.

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<b>6-year graduation rate<sup>10</sup></b>	<b>Fall 2009 cohort</b>	<b>Fall 2010 cohort</b>	<b>Fall 2011 cohort</b>	<b>Fall 2012 cohort</b>	<b>Target ("Benchmark")</b>	
					<b>Fall 2013 cohort</b>	<b>Fall 2017 cohort</b>
> % of first-time, full-time freshmen who graduated	37.9%	38.7%	43.4%	Available Sept. 2018	46%	51%
>% of Idaho-resident, Pell-eligible, first-time, full-time freshmen who graduated	26.3%	29.3%	30.4%		37%	46%
>% of full-time transfers who graduated	50.6%	51.0%	58.3%		57%	61%

<b>Gateway math success of new degree-seeking freshmen<sup>11</sup></b>	<b>Fall 2013 Cohort</b>	<b>Fall 2014 Cohort</b>	<b>Fall 2015 Cohort</b>	<b>Fall 2016 Cohort</b>	<b>Target ("Benchmark")</b>	
					<b>Fall 2017 Cohort</b>	<b>Fall 2021 Cohort</b>
>% completed within two years	82.07%	84.40%	87.79%	Available Sept. 2018	89%	90%

<b>Progress indicated by credits per year<sup>12</sup></b>	<b>FY 2015</b>	<b>FY 2016</b>	<b>FY 2017</b>	<b>FY 2018</b>	<b>Target ("Benchmark")</b>	
					<b>FY 2019</b>	<b>FY 2023</b>
>% of undergraduate degree seeking students with 30 or more credits per year	28.3%	28.4%	28.3%	Available July 2018	30%	32%

<b>Success in credit-bearing course after remedial course<sup>13</sup></b>	<b>FY 2015</b>	<b>FY 2016</b>	<b>FY 2017</b>	<b>FY 2018</b>	<b>Target ("Benchmark")</b>	
					<b>FY 2019</b>	<b>FY 2023</b>
>English	64.3%	66.4%	Available July 2018	Available July 2019	70%	73%
>Mathematics	58.4%	60.1%			65%	68%

<b>Student Achievement Measure (After six years: % graduated or still enrolled at Boise State or elsewhere)<sup>14</sup></b>	<b>Fall 2009 cohort</b>	<b>Fall 2010 Cohort</b>	<b>Fall 2011 cohort</b>	<b>Fall 2012 cohort</b>	<b>Target ("Benchmark")</b>	
					<b>Fall 2013 cohort</b>	<b>Fall 2016 Cohort</b>
>First-time, full-time Freshman cohort	66%	64%	71%	Available Nov. 2018	73%	76%
>Full-time Transfer student cohort	72%	74%	80%		77.5%	80%

<b>Structured Programs<sup>15</sup></b>	<b>FY 2015</b>	<b>FY 2016</b>	<b>FY 2017</b>	<b>FY 2018</b>	<b>Target ("Benchmark")</b>	
					<b>FY 2019</b>	<b>FY 2023</b>
Programs with a structured schedule	100%	100%	100%	100%	100%	100%

<sup>10</sup> SBOE required metric: timely degree completion. % of first-time, full-time freshman graduating within 150% of time.

<sup>11</sup> SBOE required metric: math pathways. Based on cohorts of incoming first-time bachelor degree seeking cohorts (full- plus part-time) who complete a gateway course (Math 123, 143, 157, or 243) or higher within two years (e.g., students who entered in fall 2015 and completed a gateway math or higher by the end of summer 2017).

<sup>12</sup> SBOE required metric: timely degree completion. Based on PSR1 annual undergraduate degree seeking students. Includes students enrolled in both fall and spring semesters or summer, fall, and spring; excludes students who took only summer course(s) or summer and either fall or spring semester.

<sup>13</sup> SBOE required metric: reform remediation. Percent of undergraduate, degree-seeking students who took a remedial course and completed a subsequent credit-bearing course (C- or above) within one year of completing the remedial course (e.g., students who took remedial course in fall 2016 and completed a subsequent course by the end of fall 2017). Math remediation defined as Math 025 and English remediation defined as English 101P.

<sup>14</sup> The "Student Achievement Measure" (SAM) is a nationally-recognized metric that provides more comprehensive view of progress and attainment than can be provided by measures such as the 6-year graduation rate or the 1-year retention rate. The rate equals the total percent of students who fall into one of the following groups: graduate from or are still enrolled at Boise State, or graduated or still enrolled somewhere else.

<sup>15</sup> SBOE required metric: structured programs. Percentage of academic degree programs with structured schedules.

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Degrees and Certificates Awarded <sup>16</sup>	FY 2015	FY 2016	FY 2017	FY 2018	Target ("Benchmark")	
					FY 2019	FY 20223
>Undergraduate Certificate	64	136	227	Available Sept. 2018	300	400
>Associate	168	145	114		150	150
>Baccalaureate	3,154	3,174	3,168		3,650	4,150
>Graduate Certificate	237	178	220		250	300
>Master's	703	670	776		825	900
>Doctoral	14	18	36		38	48

**Objective B:** Ensure that faculty and staff understand their responsibilities in facilitating student success.

**Performance Measures:**

NSSE Indicators: For Seniors Only (% of peer group rating)	FY 2015	FY 2016	FY 2017	FY 2018	Target ("Benchmark")	
					FY 2019	FY 2023
Experiences with faculty	90%↓	NSSE survey every three years	NSSE survey every three years	Available fall 2018	95%	100%
>Student-faculty interaction						
Campus Environment	101%↔				105%	105%
>Quality of interactions	91%↓				95%	100%
>Supportive environment						
NSSE student rating of administrative offices (% of peer group rating; for seniors only; higher score indicates better interaction)	FY 2015	FY 2016	FY 2017	FY 2018	Target ("Benchmark")	
					FY 2019	FY 2023
>Quality of interaction with academic advisors	100.5%↔	NSSE survey every three years	NSSE survey every three years	Available fall 2018	105%	105%
>Quality of interaction with student services staff (career services, student activities, housing, etc.)	97.7%↔				100%	100%
>Quality of interaction with other administrative staff and offices (registrar, financial aid, etc.)	104.7%↑				105%	105%

**Objective C:** Bring classes to students using advanced technologies and multiple delivery formats.

**Performance Measures:**

Dual enrollment <sup>17</sup>	FY 2015	FY 2016	FY 2017	FY 2018 (preliminary)	Target ("Benchmark")	
					FY 2019	FY 2023
>Number of credits produced	15,675	15,534	21,519	23,573	24,775	30,600
>Number of students served	3,578	3,597	4,857	5,382	5,650	7,000

eCampus (Distance Education)	FY 2015	FY 2016	FY 2017	FY 2018 (preliminary)	Target ("Benchmark")	
					FY 2019	FY 2023

<sup>16</sup> SBOE required metric: degree completion. Reflects the number of awards made (first major, second major, plus certificates as reported to IPEDS). This is greater than the number of graduating students because some graduating students received multiple awards.

<sup>17</sup> Dual enrollment credits and students are measures of activity that occur over the entire year at multiple locations using various delivery methods. When providing measures of this activity, counts over the full year (instead of by term) provide the most complete picture of the number of unduplicated students that are enrolled and the numbers of credits earned. Reflects data from the annual Dual Credit report to the Board.

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>Student Credit Hours	73,668	81,178	91,342	108,315	119,150	170,000
>Distinct Students Enrolled	11,369	12,106	13,055	14,430	15,450	19,000

**Goal 3: Gain distinction as a doctoral research university.**

**Objective A:** Build infrastructure for research and creative activity; support and reward interdisciplinary collaboration; and recruit, retain, and support highly qualified faculty, staff, and students from diverse backgrounds.

**Performance Measures:**

Total Research & Development Expenditures	FY 2015	FY 2016	FY 2017	FY 2018	Target ("Benchmark")	
					FY 2019	FY 2023
Expenditures as reported to the National Science Foundation	\$31.3M	\$32.0M	\$34.9 M	Available Feb. 2019	\$38M	\$44M

Publications of Boise State authors and citations of those publications over 5-year period	CY 2010-14	CY 2011-15	CY 2012-16	CY 2013-17	Target ("Benchmark")	
					For CY 2015-19	For CY 2019-23
>Number of peer-reviewed publications by Boise State faculty, staff, students <sup>18</sup>	1,449	1,533	1,709	1,957	2,100	2,300
>Citations of peer-reviewed publications authored Boise State faculty, staff students <sup>19</sup>	9,499	11,190	12,684	8,147	14,000	20,000

Percent of research grant awards and awarded grant \$\$ that are Interdisciplinary vs. single discipline <sup>20</sup>	FY 2015	FY 2016	FY 2017	FY 2018	Target ("Benchmark")	
					FY 2019	FY 2023
>Percent of research grant awards that have PIs and Co-PIs in two or more different academic departments (i.e., are interdisciplinary)	9.4%	8.2%	9.0%	Not available	10%	15%
>\$\$ per grant award for interdisciplinary grants	\$289,381	\$537,951	\$481,554		\$550,000	\$650,000
>\$\$ per grant award for single-discipline grants	\$160,327	\$142,530	\$186,144		\$200,000	\$225,000

**Objective B:** Identify and invest in select areas of excellence with the greatest potential for economic, societal, and cultural benefit, including the creation of select doctoral programs with a priority in professional and STEM disciplines.

**Performance Measures:**

Carnegie Foundation Ranking <sup>21</sup>	FY 2015	FY 2016	FY 2017	FY 2018	Target ("Benchmark")	
					FY 2019	FY 2023
>Basic Classification	M1 (Master's Large)	R3 (Research: Moderate)	R3 (Research: Moderate)	R3 (Research: Moderate)	R2 (Research: High)	R2 (Research: High)

<sup>18</sup> # of publications over five-year span with Boise State listed as an address for one or more authors; from Web of Science.

<sup>19</sup> Total citations, during the listed five-year span, of peer-reviewed publications published in that same five-year span; limited to those publications with Boise State listed as an address for at least one author; from Web of Science.

<sup>20</sup> Excludes no-cost extensions. Represents per-grant, not per-person \$\$.

<sup>21</sup> Definitions of the three classifications show are as follows: R2: Doctoral Universities – Higher research activity; R3: Doctoral Universities – Moderate research activity; M1: Master's Colleges and Universities – Larger programs

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Number of doctoral graduates	FY 2015	FY 2016	FY 2017	FY 2018	Target ("Benchmark")	
					FY 2019	FY 2023
Graduates with PhD, DNP, EdD	14	18	36	Available Sept. 2018	38	48

New Doctoral programs	FY 2015	FY 2016	FY 2017	FY 2018	Target ("Benchmark")	
					FY 2019	FY 2023
New doctoral programs created	No new doctoral programs	No new doctoral programs	Fall 16 start: PhD Computing	Fall 17 start: PhD Ecology, Evolution & Behavior	PhDs in: STEM Ed; Biomed Engr; Couns. Ed	New Doctor of Public Health in collaboration with Idaho State Univ; New PhD Mechanical Engr in collaboration with Univ of Idaho

**Goal 4: Align university programs and activities with community needs.**

**Objective A:** Include community impact in the creation and assessment of university programs and activities.

**Performance Measures:**

Number of graduates in high demand disciplines <sup>22</sup> (bachelor's, master's, doctoral)	FY 2015	FY 2016	FY 2017	FY 2018	Target ("Benchmark")	
					FY 2019	FY 2023
Number of graduates	1,415	1,451	1,575	Available Sept. 2018	1,650	1,900

Rate of employment in Idaho one year after graduation <sup>23</sup>	Graduation Year Cohort				Target ("Benchmark")	
	F2012 Cohort	F2013 Cohort	F2014 Cohort	F2015 Cohort	F2017 Cohort	F2021 Cohort
>Idaho residents	80%	81%	80%	Not available	82%	83%
>Non-residents	43%	45%	41%	available	45%	46%

**Objective B:** Increase student recruitment, retention, and graduation in STEM disciplines.

**Performance Measures:**

STEM Graduates <sup>24</sup>	FY 2015	FY 2016	FY 2017	FY 2018	Target ("Benchmark")	
					FY 2019	FY 2023
Number of STEM degree graduates (bachelor's, STEM education, master's, doctoral)	540	564	671	Available Sept. 2018	725	875

<sup>22</sup> Defined as distinct number of graduates in those disciplines, identified by CIP code, appropriate for the top 25% of jobs listed by the Idaho Department of labor that require at least a bachelor's degree, based on project number of openings 2014-2024.

<sup>23</sup> Percent of all graduates at all award levels who were identified in "covered employment" by the Idaho Department of Labor one year out after graduation. Covered employment refers to employment for an organization that is covered under Idaho's unemployment insurance law. These data do not include several categories of employment, including individuals who are self-employed, federal employees, those serving in the armed forces, foreign aid organizations, missions, etc. Therefore, the actual employment rates are higher than stated. The full report can be accessed at: [https://labor.idaho.gov/publications/ID\\_Postsec\\_Grad\\_Retent\\_Analysis.pdf](https://labor.idaho.gov/publications/ID_Postsec_Grad_Retent_Analysis.pdf).

<sup>24</sup> STEM refers to Science, Technology, Engineering, and Math. We define STEM disciplines as being included in either or both the NSF-defined list of STEM disciplines and the NCES-defined list of STEM disciplines. We also include STEM secondary education graduates.

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STEM degree graduates as % of all degree graduates, bachelor's and above	14.6%	15.3%	16.9%	Available Sept. 2018	15%	15%
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**Objective C:** Collaborate with external partners to increase Idaho student's readiness for and enrollment in higher education.


**Performance Measures:**

Number of graduates with high impact on Idaho's college completion rate	FY 2015	FY 2016	FY 2017	FY 2018	Target ("Benchmark")	
					FY 2019	FY 2023
Baccalaureate graduates from underrepresented groups <sup>25</sup>						
>from rural counties	161	142	120	Available	165	195
>from ethnic minorities	273	303	339	Sept. 2018	430	630
Baccalaureate graduates who are Idaho residents	2,408	2,350	2,268	Available	2,700	3,100
				Sept. 2018		
Baccalaureate graduates of non-traditional age (30 and up)	822	869	867	Available	950	1,100
				Sept. 2018		
Baccalaureate graduates who began as transfers from Idaho community college <sup>26</sup>	310	384	390	Available	650	1,000
				Sept. 2018		

**Objective D:** Leverage knowledge and expertise within the community to develop mutually beneficial partnerships. Evaluate our institutional impact and effectiveness on a regular basis and publicize results.

**Performance Measures:**

Students participating in courses with service-learning component	FY 2015	FY 2016	FY 2017	FY 2018 <i>preliminary</i>	Target ("Benchmark")	
					FY 2019	FY 2023
Unduplicated enrollment in courses	2,391	2,689	2,490	2,896	3,300	3,500

Carnegie Foundation Community Engagement Classification recognizing community partnerships and curricular engagement	FY 2015	FY 2016	FY 2017	FY 2018	Target ("Benchmark")	
					FY 2019	FY 2023
"Community engagement describes collaboration between institutions of higher education and their larger communities (local, regional/state, national, global) for the mutually beneficial exchange of knowledge and resources in a context of partnership and reciprocity. " <sup>27</sup>	Boise State was one of 76 recipients of the 2006 inaugural awarding of this designation. The classification was renewed in 2015.				Renewal of Community Engagement Classification in 2025	

<sup>25</sup> Distinct number of graduates who began college as members of one or more in the following groups traditionally underrepresented as college graduates: (i) from a rural county in Boise State's 10 county service area (Ada and Canyon counties are excluded) and (ii) identified as American Indian/Alaska Native or Hispanic/Latino

<sup>26</sup> Includes baccalaureate recipients in transfer cohorts whose institution prior to their initial Boise State enrollment was one of the four Idaho community colleges. Method captures most recent transfer institution for all students, even those whose transcripts are processed sometime after their Boise State enrollment has started.

<sup>27</sup> Additional information on the Carnegie Foundation Community Engagement Classification may be found at [http://nerche.org/index.php?option=com\\_content&view=article&id=341&Itemid=618#CECdesc](http://nerche.org/index.php?option=com_content&view=article&id=341&Itemid=618#CECdesc).

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**Goal 5: Transform our operations to serve the contemporary mission of the university.**

**Objective A:** Increase organizational effectiveness by reinventing our business practices, simplifying or eliminating policies, investing in faculty and staff, breaking down silos, and using reliable data to inform decision-making.

**Performance Measures:**

NSSE student rating of administrative offices (% of peer group rating; for seniors only; higher score indicates better interaction)	FY 2015	FY 2016	FY 2017	FY 2018	Target ("Benchmark")	
					FY 2019	FY 2023
>Quality of interaction with academic advisors	100.5%↔	NSSE survey every three years	NSSE survey every three years	Available fall 2018	105%	105%
>Quality of interaction with student services staff (career services, student activities, housing, etc.)	97.7%↔				100%	100%
>Quality of interaction with other administrative staff and offices (registrar, financial aid, etc.)	104.7%↑				105%	105%

Cost of Education <sup>28</sup> (resident undergraduate with 15 credit load per semester; tuition and fees)	FY 2015	FY 2016	FY 2017	FY 2018	Target ("Benchmark")	
					FY 2019	FY 2023
>Boise State	\$6,640	\$6,874	\$7,080	\$7,326	Remain less than the WICHE state average	
>WICHE average	\$7,558	\$7,826	\$7,980	\$8,407		
>Boise State as % of WICHE	87.9%	87.8%	88.7%	87.1%		

Expense per EWA-weighted Student Credit Hour (SCH)	FY 2015	FY 2016	FY 2017	FY 2018	Target ("Benchmark")	
					FY 2019	FY 2023
\$ per Resident Undergraduate SCH <sup>29</sup> >In 2011 \$\$ (i.e., CPI-adjusted) >Unadjusted	\$296.72 \$312.66	\$295.53 \$315.24	\$296.53 \$322.60	Available Dec. 2018	No increase in Consumer Price Index (CPI) adjusted \$\$	No increase in CPI adjusted \$\$
\$ per Resident Undergraduate & Graduate SCH >In 2011 \$\$ >Unadjusted	\$267.84 \$282.23	\$265.92 \$283.66	\$265.89 \$289.34	Available Dec. 2018	No increase in CPI adjusted \$\$	No increase in CPI adjusted \$\$
\$ per Total Undergraduate SCH <sup>30</sup> >In 2011 \$\$ >Unadjusted	\$258.28 \$272.15	\$252.43 \$269.26	\$251.86 \$274.08	Available Dec. 2018	No increase in CPI adjusted \$\$	No increase in CPI adjusted \$\$
\$ per Total Undergraduate & Graduate SCH >In 2011 \$\$ >Unadjusted	\$239.72 \$252.60	\$234.77 \$250.43	\$234.01 \$254.65	Available Dec. 2018	No increase in CPI adjusted \$\$	No increase in CPI adjusted \$\$

<sup>28</sup> WICHE average from Table 1a of annual Tuition and Fees report. We use the average without California. A typical report can be found at <http://www.wiche.edu/pub/tf>.

<sup>29</sup> Expense information is from the Cost of College study, produced yearly by Boise State's controller office. Includes the all categories of expense: Instruction/Student Services (Instruction, Academic Support, Student Services, Library), Institutional/Facilities (Cultural, Religious Life and Recreation, Museums, Gardens, etc.), Net Cost of Intercollegiate Athletics, Net Cost of Other Auxiliary Operations, Plant Operations, Depreciation: Facilities, Depreciation: Equipment, Facility Fees Charged Directly to Students, Interest, Institutional Support), and Financial Aid. "Undergrad only" uses Undergrad costs and the sum of EWA weighted SCH for remedial, lower division, upper division. "Undergrad and graduate" uses undergraduate and graduate expenses, and includes EWA weighed credit hours from the undergraduate and graduate levels. "EWA-resident weighted SCH" refers to those credits not excluded by EWA calculation rules, which exclude non-residents paying full tuition.

<sup>30</sup> Expense information as in previous footnote. "EWA-resident Total SCH" refers to all credits, residents, and nonresident, weighted using standard EWA calculation rules.



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Graduates per FTE	FY 2015	FY 2016	FY 2017	FY 2018	Target ("Benchmark")	
					FY 2019	FY 2023
Baccalaureate graduates per undergraduate FTE <sup>31</sup>	20.8	21.1	21.7	Available	22.2	22.8
Baccalaureate graduates per junior/senior FTE <sup>32</sup>	37.0	38.0	41.1	Sept.	42.5	44.0
Graduate degree graduates per graduate FTE <sup>33</sup>	43.1	38.7	43.1	2018	44.0	45.0

Distinct Graduates per \$100k Expense <sup>34</sup>	FY 2015	FY 2016	FY 2017	FY 2018	Target ("Benchmark")	
					FY 2019	FY 2023
Distinct baccalaureate graduates per \$100k undergraduate expense	1.50	1.49	1.52	Available	No increase	No increase
>In 2011 \$\$ (i.e., CPI-adjusted)	1.42	1.40	1.40	Dec. 2018	adjusted \$\$	adjusted \$\$
>Unadjusted						
Baccalaureate, masters, and doctoral graduates per \$100k total expense				Available	No increase	No increase
>In 2011 \$\$	1.58	1.56	1.62	Dec. 2018	adjusted \$\$	adjusted \$\$
>Unadjusted	1.50	1.46	1.49			

**Objective B:** Diversify sources of funding and allocate resources strategically to promote innovation, effectiveness, and responsible risk-taking.

**Performance Measures:**

Sponsored Projects funding: # of Awards by Purpose	FY 2015	FY 2016	FY 2017	FY 2018	Target ("Benchmark")	
					FY 2019	FY 2023
>Research	206	227	230	Available January 2019	260	285
>Instruction/Training	20	23	29		35	40
>Other Sponsored Activities	78	93	102		110	130
>Total	304	343	361		405	455

Sponsored Projects funding: Dollars awarded by purpose	FY 2015	FY 2016	FY 2017	FY 2018	Target ("Benchmark")	
					FY 2019	FY 2023
>Research	\$22.8M	\$23.3M	\$30.0M	Available January 2019	\$32M	\$38M
>Instruction/Training	\$5.6M	\$5.9M	\$5.7M		\$8M	\$9M
>Other Sponsored Activities	\$11.7M	\$12.2M	\$14.3M		\$16M	\$18M
>Total	\$40.2M	\$41.4M	\$50.1M		\$56M	\$65M

Advancement funding	FY 2015	FY 2016	FY 2017	FY 2018	Target ("Benchmark")	
					FY 2019	FY 2023
>Total gift income (outright gifts and previous pledge payments)	\$22.6M	\$12.0M	\$37.6M	Available January 2019	\$25M	\$27M
>Total Endowment Value	\$97.4M	\$99.9M	\$100.8M		\$103M	\$108M

<sup>31</sup> Includes the unduplicated number of annual baccalaureate degree graduates divided by the IPEDS annual undergraduate FTE. It should be noted that IPEDS includes the credits taken by degree seeking and non-degree seeking student in calculating FTE.

<sup>32</sup> Includes the unduplicated number of annual baccalaureate degree graduates divided by the fall semester FTE of juniors and seniors. FTE are determined using total fall credits of juniors and seniors divided by 15. This measure depicts the relative efficiency with which upper-division students graduate by controlling for full and part-time enrollment.

<sup>33</sup> Includes unduplicated number of annual graduate certificates and master's and doctoral degree graduates divided by the IPEDS annual graduate FTE. It should be noted that IPEDS includes credits taken by degree seeking and non-degree seeking student in calculating FTE.

<sup>34</sup> Expense information is from the Cost of College study. Distinct graduates reflect unduplicated numbers of graduates for summer, fall, and spring terms.

## **Key External Factors**

A wide variety of factors affect Boise State University's ability to implement our strategic plan. Here we present three factors that we regard as impediments to progress and that can be influenced by the state government and its agencies.

**Lack of funding of Enrollment Workload Adjustment.** Lack of consistent funding for the Enrollment Workload Adjustment, especially during the recession, has resulted in a significant base funding reduction to Boise State University. As a result, Boise State University students receive less appropriated funding compared to other Idaho universities.

**Administrative Oversight.** Boise State University is subject to substantial administrative oversight through the State of Idaho Department of Administration and other Executive agencies. Significant operational areas subject to this oversight include capital projects, personnel and benefit management, and risk and insurance. The additional oversight results in increased costs due to additional bureaucracy and in decreased accountability because of less transparency in process. The current system places much of the authority with the Department of Administration and the other agencies, but funding responsibility and ultimate accountability for performance with the State Board of Education and the University. As a result, two levels of monitoring and policy exist, which is costly, duplicative, and compromises true accountability. In 2010, the state legislature passed legislation that exempted the University, under certain conditions, from oversight by the State's Division of Purchasing. As a result, the university has streamlined policy and procedure and has gained substantial efficiencies in work process and in customer satisfaction, while at the same time maintaining the integrity of the purchasing process. Additional relief from administrative oversight in other areas should produce similar increases in efficiency and customer satisfaction and improve constituent issues.

**Compliance.** Increases in state and federal compliance requirements are a growing challenge in terms of cost and in terms of institutional effectiveness and efficiency.

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**ATTACHMENT 2**

	Boise State University Strategic Goals				
	Goal 1: Create a signature, high- quality education experience for all students	Goal 2: Facilitate the timely attainment of educational goals of our diverse student population.	Goal 3: Gain distinction as a doctoral research university	Goal 4: Align university programs and activities with community needs.	Goal 5: Transform our operations to serve the contemporary mission of the university.
<b>Institution/Agency Goals and Objectives</b>					
<b>GOAL 1: EDUCATIONAL SYSTEM ALIGNMENT -</b> <i>Ensure that all components of the educational system are integrated and coordinated to maximize opportunities for all students.</i>					
<u><b>Objective A: Data Access and Transparency</b></u> - <i>Support data-informed decision-making and transparency through analysis and accessibility of our public K-20 educational system.</i>					✓
<u><b>Objective B: Alignment and Coordination</b></u> – <i>Ensure the articulation and transfer of students throughout the education pipeline (secondary school, technical training, postsecondary, etc.).</i>		✓			
<b>GOAL 2: EDUCATIONAL ATTAINMENT –</b> <i>Idaho’s public colleges and universities will award enough degrees and certificates to meet the education and forecasted workforce needs of Idaho residents necessary to survive and thrive in the changing economy.</i>					
<u><b>Objective A: Higher Level of Educational Attainment</b></u> – <i>Increase completion of certificates and degrees through Idaho’s educational system.</i>	✓	✓		✓	
<u><b>Objective B: Timely Degree Completion</b></u> – <i>Close the achievement gap, boost graduation rates and increase on-time degree completion through implementation of the Game Changers (structured schedules, math pathways, co-requisite support).</i>		✓		✓	

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<i><b>Objective C: Access</b> - Increase access to Idaho's robust educational system for all Idahoans, regardless of socioeconomic status, age, or geographic location.</i>		✓		✓	
<i><b>GOAL 3: WORKFORCE READINESS</b>- The educational system will provide an individualized environment that facilitates the creation of practical and theoretical knowledge leading to college and career readiness.</i>					
<i><b>Objective A: Workforce Alignment</b> – Prepare students to efficiently and effectively enter and succeed in the workforce.</i>	✓			✓	
<i><b>Objective B: Medical Education</b> – Deliver relevant education that meets the health care needs of Idaho and the region.</i>			✓		

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
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<b>Mapping of Boise State University's Strategic Plan onto the Complete College Idaho Plan</b>					
<b>Boise State Strategic Goals→</b> → <b>↓Complete College Idaho Strategic Goals↓</b>	<i>Goal 1: Create a signature, high-quality education experience for all students</i>	<i>Goal 2: Facilitate the timely attainment of educational goals of our diverse student population.</i>	<i>Goal 3: Gain distinction as a doctoral research university</i>	<i>Goal 4: Align university programs and activities with community needs.</i>	<i>Goal 5: Transform our operations to serve the contemporary mission of the university.</i>
<b>STRENGTHEN THE PIPELINE</b>					
Ensure College and Career Readiness		✓		✓	
Develop Intentional Advising Along the K-20 Continuum that Links Education with Careers		✓			
Support Accelerated High School to Postsecondary and Career Pathways		✓			
<b>TRANSFORM REMEDIATION</b>					
Clarify and Implement College and Career Readiness Education and Assessments		✓			
Develop a Statewide Model for Transformation of Remedial Placement and Support		✓			
Provide three options: Co-requisite , Emporium , or Accelerated		✓			
<b>STRUCTURE FOR SUCCESS</b>					
Communicate Strong, Clear, and Guaranteed Statewide Articulation and Transfer Options		✓			
<b>REWARD PROGRESS &amp; COMPLETION</b>					
Establish Metrics and Accountability Tied to Institutional Mission					✓
Recognize and Reward Performance		✓			✓
Redesign the State's Current Offerings of Financial Support for Postsecondary Students		✓			✓
<b>LEVERAGE PARTNERSHIPS</b>					
Strengthen Collaborations Between Education and Business/Industry Partners				✓	
College Access Network				✓	
STEM Education			✓	✓	

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**Doug Ooley, CISSP**  
*Chief Information Security Officer/Director*  
*IT Governance, Risk, Compliance and Cybersecurity*  
*Office of Information Technology - Boise State University*

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March 13, 2018 - NIST Cybersecurity Framework and Critical Security  
Controls 1-5 Adoption

When Executive Order 2017-02 was published as a State of Idaho directive the Office of Information Technology proceeded with incorporating the NIST Cybersecurity Framework into current IT Risk Management frameworks and began implementing Critical Security Controls 1- 5 across the University's critical network infrastructure systems.

Progress to Date:

- Baseline assessment for CSC 1-5 was submitted to State prior to deadline.
- CSC 1-5 gaps have been identified and gap remediation options presented to CIO.
- Relevant portions of the NIST Cybersecurity Framework have been incorporated into existing IT Risk Management frameworks.
- Higher Education Security Council created to collaborate on common CSC gaps and resolutions for State institutions.

Planned Activities thru FY2019:

- Baseline assessment for Critical Security Controls 1-5 will be updated and used for monitoring program improvements and measuring maturity.
- Updated assessment will be sent to the State as a matter of record by December 31, 2018 as part of the maturity plan.
- Continued collaboration with Higher Education and State agencies to create a statewide purchasing plan to reduce costs. Significant funding will be necessary to effectively close technology gaps.
- Continue to create/update policy, procedures, standards and reporting for Critical Security Controls 1-5 where practical.

Note: Adopting and implementing the Critical Security Controls 1-5 will be an ongoing process with the realization that it is not practical to achieve 100% compliance. To balance risk and investment Boise State will seek to achieve a reasonable low risk compliance level.



**Idaho State University Strategic Plan: 2019-2023**

**Focusing on Idaho's Future:**

*discover* OPPORTUNITY

**Idaho State University  
Strategic Plan  
2019-2023**

**Mission**

Idaho State University is a public research-based institution that advances scholarly and creative endeavors through academic instruction, and the creation of new knowledge, research, and artistic works. Idaho State University provides leadership in the health professions, biomedical, and pharmaceutical sciences, as well as serving the region and the nation through its environmental science and energy programs. The University provides access to its regional and rural communities through delivery of preeminent technical, undergraduate, graduate, professional, and interdisciplinary education. The University fosters a culture of diversity, and engages and impacts its communities through partnerships and services.

**Vision**

ISU will be the university of choice for tomorrow's leaders, creatively connecting ideas, communities, and opportunities.

**Goal 1: Grow Enrollment**

**Objective: Increase new full-time, degree-seeking students by 20% (+450 new students) over the next five years.\***

**Performance Measures:**

**1. Increase full-time, certificate and degree-seeking undergraduate student enrollment and full and part-time graduate student enrollment for FYs 18-22 by 20% (450).**

<b>FY 2015</b> (2014-2015)	<b>FY 2016</b> (2015-2016)	<b>FY 2017</b> (2016-2017)	<b>FY 2018</b> (2017-2018)	<b>Benchmark</b> <b>2022</b>
2,648	2,496	2,252	Not Avail	2,702

**Benchmark:** Increase by 20% by FY18-22 the number of new full-time certificate and undergraduate and the number of full and part-time graduate degree-seeking students from FY 17 (2,252) enrollment numbers. \* full-time certificate and undergraduate and full and part-time graduate degree-seeking students

**1.1 Increase full-time, degree-seeking undergraduate enrollment for FYs 18-22 by 18% (291).**

<b>FY 2015</b> (2014-2015)	<b>FY 2016</b> (2015-2016)	<b>FY 2017</b> (2016-2017)	<b>FY 2018</b> (2017-2018)	<b>Benchmark</b> <b>2022</b>
2,012	1,710	1,614	Not Avail	1,905

**Benchmark:** Increase new full-time undergraduate degree-seeking students by 18% from FY 17 (1,614) enrollment numbers.



**1.2 Increase Graduate degree-seeking student enrollment for FYs 18-22 by 20%(128).**

<b>FY 2015</b> (2014-2015)	<b>FY 2016</b> (2015-2016)	<b>FY 2017</b> (2016-2017)	<b>FY 2018</b> (2017-2018)	<b>Benchmark</b> <b>2022</b>
636	596	638	Not Avail	698

**Benchmark:** Increase new degree- seeking graduate student enrollment by 4% per year from FY 17 (638) enrollment numbers.

**Goal 2: Strengthen Retention**

**Objective:** Improve undergraduate student retention rates by 5% by 2022.

**Performance Measures:**

**2.1 Fall-to-fall, full-time, first-time bachelor degree seeking student retention rate FYs 18-22.**

<b>AY 2015</b> (2015-2016)	<b>AY 2016</b> (2016-2017)	<b>AY 2017</b> (2017-2018)	<b>AY 2018</b> (2018-2019)	<b>Benchmark</b> <b>2022</b>
72%	69%		Not Avail.	74%

**Benchmark Definition:** A 5% increase in fall-to-fall full-time, first-time bachelor degree-seeking student retention rate beginning from AY 16 (69%) retention numbers (SBOE benchmark -- 80%).

**SBOE Aligned Measures (Identified in blue):**

**1. Timely Degree Completion**

**1.1 Percent of undergraduate, degree-seeking students completing 30 or more credits per academic year at the institution reporting**

<b>FY 2015</b> (2014-2015)	<b>FY 2016</b> (2015-2016)	<b>FY 2017</b> (2016-2017)	<b>FY 2018</b> (2017-2018)	<b>Benchmark</b>
28%	30%	31%	Not Avail.	

**1.2 Percent of first-time, full-time, freshmen graduating within 150% of time**

<b>FY 2015</b> (2014-2015)	<b>FY 2016</b> (2015-2016)	<b>FY 2017</b> (2016-2017)	<b>FY 2018</b> (2017-2018)	<b>Benchmark</b>
30%	28%	29%	Not Avail.	

**1.3a Total number of certificates of at least one academic year**

<b>FY 2015</b> (2014-2015)	<b>FY 2016</b> (2015-2016)	<b>FY 2017</b> (2016-2017)	<b>FY 2018</b> (2017-2018)	<b>Benchmark</b>
199	207	200	Not Avail.	

**1.3b Total number of associate degrees**

<b>FY 2015</b> (2014-2015)	<b>FY 2016</b> (2015-2016)	<b>FY 2017</b> (2016-2017)	<b>FY 2018</b> (2017-2018)	<b>Benchmark</b>
374	378	419	Not Avail.	

**1.3c Total number of baccalaureate degrees**

<b>FY 2015</b> (2014-2015)	<b>FY 2016</b> (2015-2016)	<b>FY 2017</b> (2016-2017)	<b>FY 2018</b> (2017-2018)	<b>Benchmark</b>
1,155	1,277	1,249	Not Avail.	

**1.4a Total number unduplicated graduates (certificates of at least one academic year)**

<b>FY 2015</b> (2014-2015)	<b>FY 2016</b> (2015-2016)	<b>FY 2017</b> (2016-2017)	<b>FY 2018</b> (2017-2018)	<b>Benchmark</b>
180	182	179	Not Avail.	

**1.4b Total number unduplicated graduates (associate degrees)**

<b>FY 2015</b> (2014-2015)	<b>FY 2016</b> (2015-2016)	<b>FY 2017</b> (2016-2017)	<b>FY 2018</b> (2017-2018)	<b>Benchmark</b>
362	358	402	Not Avail.	

**1.4c Total number unduplicated graduates (baccalaureate degrees)**

<b>FY 2015</b> (2014-2015)	<b>FY 2016</b> (2015-2016)	<b>FY 2017</b> (2016-2017)	<b>FY 2018</b> (2017-2018)	<b>Benchmark</b>
1,111	1,196	1,167	Not Avail.	

**2. Reform Remediation -- Percent of undergraduate, degree-seeking students taking a remediation course completing a subsequent credit bearing course (in the area identified as needing remediation) within a year with a "C" or higher**

<b>FY 2015</b> (2014-2015)	<b>FY 2016</b> (2015-2016)	<b>FY 2017</b> (2016-2017)	<b>FY 2018</b> (2017-2018)	<b>Benchmark</b>
51%	28%*	Not Avail.	Not Avail.	

\*In 2016, English became a co-requisite vs. a remediation course

**3. Math Pathways -- Percent of new degree-seeking freshmen completing a gateway math course within two years**

<b>FY 2015</b> (2014-2015)	<b>FY 2016</b> (2015-2016)	<b>FY 2017</b> (2016-2017)	<b>FY 2018</b> (2017-2018)	<b>Benchmark</b>
32%	31%	25%	Not Avail.	

**4. Structured Schedules -- Number of programs offering structured schedules**

<b>FY 2015</b> (2014-2015)	<b>FY 2016</b> (2015-2016)	<b>FY 2017</b> (2016-2017)	<b>FY 2018</b> (2017-2018)	<b>Benchmark</b>
		355/374	Not Avail.	

**5. Guided Pathways -- Percent of first-time, full-time freshmen graduating within 100% of time**

<b>FY 2015</b> (2014-2015)	<b>FY 2016</b> (2015-2016)	<b>FY 2017</b> (2016-2017)	<b>FY 2018</b> (2017-2018)	<b>Benchmark</b>
13%	11%	13%	Not Avail.	

**Goal 3: Promote ISU's Identity**

**Objective:** Over the next five years, promote ISU's unique identity by ###% as Idaho's only institution delivering technical certificates through undergraduate, graduate and professional degrees.

**Performance Measures:****3.1 Using a community survey, measure the increase by ###% in awareness of ISU's educational offerings and the opportunities it provides AYs 18-22.**

<b>FY 2015</b> (2014-2015)	<b>FY 2016</b> (2015-2016)	<b>FY 2017</b> (2016-2017)	<b>FY 2018</b> (2017-2018)	<b>Benchmark</b> <b>2022</b>
Not Avail.	Not Avail.	Not Avail.	Not Avail.	##*

**Benchmark:** Increase the understanding of ISU's mission and community contributions by #% using 2018-survey data. \*this is a new indicator and is not currently measured until the end of FY18.\*The date change is a result of the proposed selection of a new president.

**3.2 Promote the public's knowledge of ISU through owned and earned media FY18-22.**

<b>FY 2015</b> (2014-2015)	<b>FY 2016</b> (2015-2016)	<b>FY 2017</b> (2016-2017)	<b>FY 2018</b> (2017-2018)	<b>Benchmark</b> <b>2022</b>
8,731,092b	10,236,793b	4,968b	Not Avail.	14,843b

**Benchmark:** The annual number of ISU owned and earned media metrics based on FY 16 data (10,236 billion (b)) (followers, engagements, circulation views and news media coverage) will increase by 9% in five years. The data and goal are changed based on updated and more accurate data being analyzed. Changes to media circulation and TV coverage have dramatically been reduced by earned media coverage.

#### Goal 4: Strengthen Communication, Transparency, and Inclusion

**Objective:** Over the next three years, ISU will continue building relationships within the university, which is fundamental to the accomplishment of all other objectives.

##### Performance Measures:

##### **4.1 ISU achieves 60% of each of its strategic objectives at the end of the AY 2020 assessment period.**

<b>FY 2015</b> (2014-2015)	<b>FY 2016</b> (2015-2016)	<b>FY 2017</b> (2016-2017)	<b>FY 2018</b> (2017-2018)	<b>Benchmark</b> <b>2021</b>
Not Avail.	Not Avail.	Not Avail.	Not Avail.	60%

**Benchmark Definition:** The completion of ISU's strategic goals using the objectives' AY 2021 data as a benchmark. \*this is a new indicator and is not currently measured until the end of FY19~~8~~. \*The date change is a result of the proposed selection of a new president.

##### **4.2 Internal, formal communication events between the ISU's leadership and the University Community AYs 18-20.**

<b>FY 2015</b> (2014-2015)	<b>FY 2016</b> (2015-2016)	<b>FY 2017</b> (2016-2017)	<b>FY 2018</b> (2017-2018)	<b>Benchmark</b> <b>2022</b>
Not Avail.	Not Avail.	Not Avail.	Not Avail.	TBD*

**Benchmark:** The number of internal communication events hosted by ISU leadership during an AY using AY 17 data as a baseline. \*this is a new indicator and is not currently measured until the end of AY 18~~7~~. \*The date change is a result of the proposed selection of a new president.

##### **4.3 Measure the perceived effectiveness of the communication events (4.2) on improving communication and inclusion within the University AYs 19~~8~~-21~~0~~**

<b>FY 2015</b> (2014-2015)	<b>FY 2016</b> (2015-2016)	<b>FY 2017</b> (2016-2017)	<b>FY 2018</b> (2017-2018)	<b>Benchmark</b> <b>2022</b>
Not Avail.	Not Avail.	Not Avail.	Not Avail.	TBD*

**Benchmark:** Using data collected from meetings in 2018, measure the perceived effectiveness of the communication events (4.2) on improving communication and inclusion within the University AYs 18-20. \*this is a new indicator and is not currently measured until the end of FY19. \*The date change is a result of the proposed selection of a new president.

## Goal 5: Enhance Community Partnerships

**Objective:** By 2022, ISU will establish 100 new partnerships within its service regions and statewide program responsibilities to support the resolution of community-oriented, real-world concerns.

### Performance Measures:

**5.1** *The number of activities that result in newly established, mutually beneficial ISU faculty, staff, and student/ community relationships that resolve issues within ISU's service regions and statewide program responsibilities AYs 18-22.*

FY 2015 (2014-2015)	FY 2016 (2015-2016)	FY 2017 (2016-2017)	FY 2018 (2017-2018)	Benchmark 2022
Not Avail.	Not Avail.	Not Avail.	Not Avail.	TBD*

**Benchmark:** The number of new activities that ISU employees and students participate in that produce an increase of new relationships over a five-year period FYs 18-22. \*this is a new indicator and is not currently measured until the end of FY 18.

**5.2** *The number of new communities ISU provides services to within its service regions and statewide program responsibilities AYs 18-22.*

FY 2015 (2014-2015)	FY 2016 (2015-2016)	FY 2017 (2016-2017)	FY 2018 (2017-2018)	Benchmark 2022
Not Avail.	Not Avail.	0	Not Avail.	19

**Benchmark:** Based on input from ISU's Deans and the Vice President of the Kasiska Division of Health Sciences; provide 19 new communities with services within its service regions and statewide program responsibilities from AYs 18-22.

**5.3** *The number of new ISU/community partnerships resulting in internships and clinical opportunities for ISU students.*

FY 2015 (2014-2015)	FY 2016 (2015-2016)	FY 2017 (2016-2017)	FY 2018 (2017-2018)	Benchmark 2022
Not Avail.	Not Avail.	369	Not Avail.	1,131

**Benchmark:** Increase the number of new community partnerships that result in internships and clinical positions by a total of 1,131 over a five-year period (FYs 18-22) using FY17's numbers.

## **Key External Factors**

### *Funding*

Many of Idaho State University strategic goals and objectives assume on going and sometimes substantive, additional levels of State legislative appropriations. Availability of state revenues, upon which appropriation levels depend, can be uncertain from year to year. Similarly, while gubernatorial and legislative support for ISU efforts are significant, priorities set by those bodies vary from year to year, affecting planning for institutional initiatives and priorities. When we experience several successive years of deep reductions in state-appropriated funding, as has occurred in the recent past, it makes it increasingly difficult to plan for and implement strategic growth.

### *Legislation/Rules*

Beyond funding considerations, many institutional and State Board of Education (SBOE) policies are embedded in state statute and are not under institutional control. Changes to statute desired by the institution are accomplished according to state guidelines. Proposed legislation, including both one-time and ongoing requests for appropriated funding, must be supported by the Governor, gain approval in the germane legislative committees, and pass both houses of the Legislature.

The required reallocation of staff resources and time and effort to comply directives related to creation of the Student Longitudinal Data System; the revision of general education and remedial education; the common core standards; Smarter Balance Assessment; Complete College America/Idaho; the 60% Goal; zero-based budgeting; performance-based funding, and the additional financial and institutional research reporting requirements.

### *Institutional and Specialized Accreditation Standards*

The Northwest Commission on Colleges and Universities (NWCCU), our regional accreditation body, continues to refine the revised 2010 standards and associated 7-year review cycle. Similarly, the specialized accrediting bodies for our professional programs periodically make changes to their accreditation standards and requirements, which we must address.

ISU has the largest number of degree programs with specialized accreditation among the state institutions, which significantly increases the workload in these programs due to the requirements for data collection and preparation of periodic reports. The programs in the health professions are reliant on the availability of clerkship sites in the public and private hospitals, clinics, and medical offices within the state and region. The potential for growth in these programs is dependent on maintaining the student to faculty ratios mandated by the specialized accrediting bodies, as well as the availability of a sufficient number of appropriate clerkship sites for our students.

### *Federal Government*

The federal government provides a great deal of educational and extramural research funding for ISU and the SBOE. Funding is often tied to specific federal programs and objectives, therefore can greatly influence both education policy, and extramurally funded research agendas at the state and the institutional levels. The recent decrease in funding for Pell Grants

has had a negative impact on need-based financial aid for our students. The impact of the sequestration-mandated federal budget reductions initiated in early 2013 will likely have a negative impact on higher education.

#### *Local/Regional/National/Global Economic Outlook*

Conventional wisdom has long tied cyclic economic trends to corresponding trends in higher education enrollments. While some recent factors have caused this long relationship to be shaken in terms of funding students have available for higher education, in general, the perceived and actual economic outlooks experienced by students continues to affect both recruitment into our colleges and universities as well as degree progress and completion rates. A greater proportion of our students must work and therefore are less able to complete their education in a timely manner.

#### *Achieving State Board of Education Goals*

Achieving State Board of Education goals is a priority for ISU, but the University's leadership believes one of the Board's goals is beyond ISU's reach within this five-year planning cycle. While the long-term objective for ISU is to achieve an 80% fall-to-fall retention rate of first-time, full-time bachelor degree-seeking students, this rate is a significant stretch in this five-year period. While, the expansion of competitive graduate programs at the Meridian Health Sciences Center, ISU-Twin Falls Center, and Idaho Falls Polytechnic Center can help to produce positive impacts, ISU's current retention rate is 68%, a more realistic five-year goal is 74%. The University will continue to focus on attaining the SBOE's goal throughout this and the next planning cycle. The reasons why a 74% retention rate is more realistic for the five-year plan are the following:

- As the local economy improves, fewer students will re-enroll in higher education choosing instead to take positions in the workforce that require less education.
- Assessments of first-generation, low-income ISU students indicate that for those who choose to leave the University, the number-one reason is due to inadequate funding. Students report that paying bills often becomes a priority over attending class or studying. This systemic lack of resources in our region is not easily rectified but is something that we continually work toward developing solutions. Many freshmen at ISU, particularly those from rural, economically unstable communities, lack the required math, laboratory science, and writing skills to meet the rigors of college coursework, placing them at an immediate disadvantage. This academic disadvantage leads to lower retention. ISU is focusing on these areas of concern and is working to create opportunities to address them like, expanding the College of Technology programs, scholarship programs, and a new, more effective placement testing method.
  - New student retention efforts at ISU being implemented, for example, academic coaches, will take time to make an impact on the overall retention rate.
  - Beginning in Fall 2016, ISU began using the Assessment and Learning in Knowledge Spaces (ALEKS) placement exam as its newest and primary assessment tool for placing students into mathematics classes. It is believed that this new placement exam will do a better job of placing students in the correct

math courses, thus improving student retention but the effects will take time to evaluate.

- ISU has high enrollment rates of first-generation, low-income students. These students have inadequate resources and limited support for navigating the complicated processes within a university. These students are therefore transient in nature, moving in and out of college, and are less likely to be retained from one year to the next.
  - The Bengal Bridge initiative is expanding each summer, so this program will also take time to impact the overall retention rate.

### **Evaluation Process**

Idaho State University has established a mature process for evaluating and revising goals and objectives. ISU's academic and non-academic units track and evaluate the strategic plan's performance measures, and Institutional Research compiles the results. Institutional Research has created a web-based application that annually reports each objective's improvement based on its benchmark and allows leadership, staff and faculty to view the level of progress achieved. The Strategic Planning Working Group (SPWG), a team of faculty, staff, students, and community constituents, will meet annually in January to evaluate three factors affecting the progress of each objective.

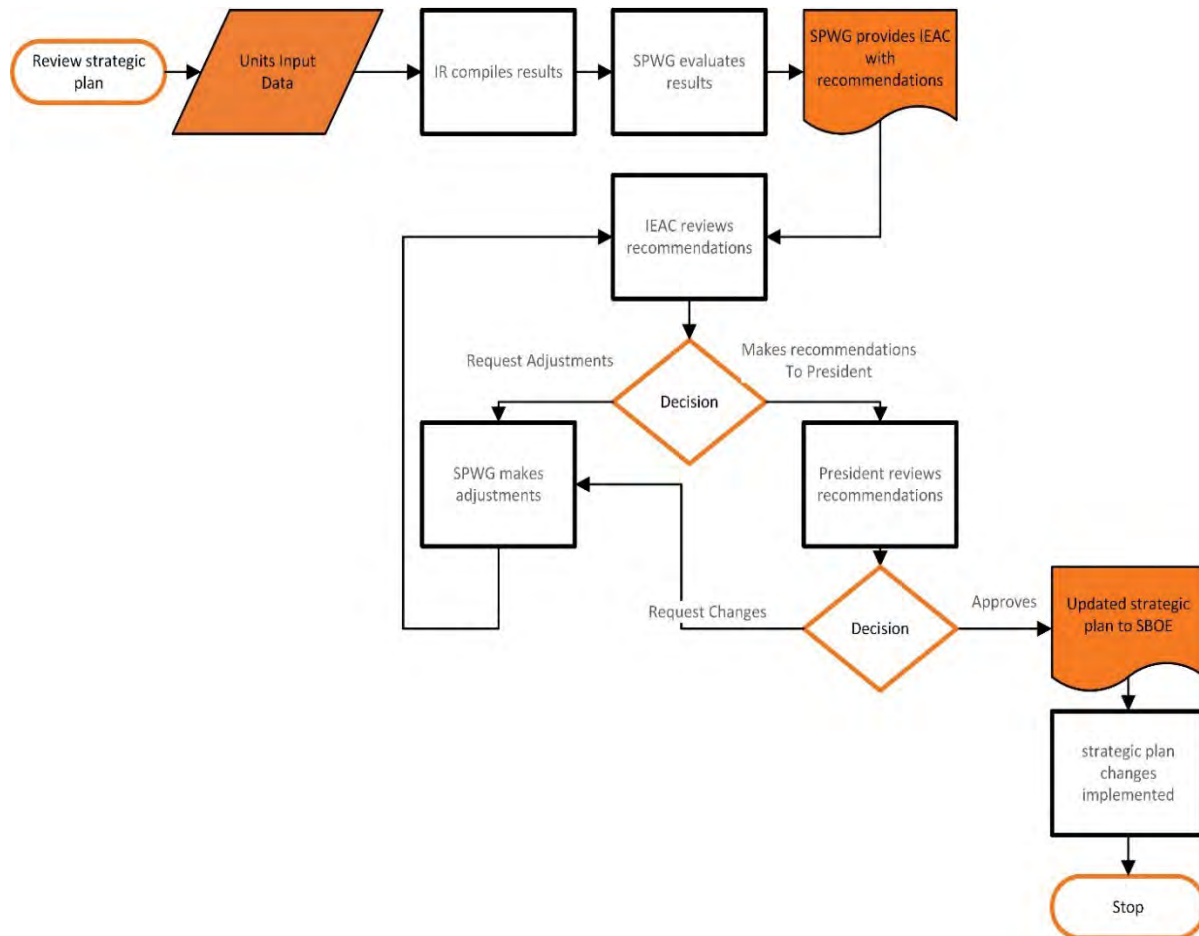
1. If the objective is falling short or exceeding expectations, the SPWG will re-examine the established benchmark to ensure it is realistic and achievable
2. Evaluate the objective's resourcing levels and its prioritization
3. Determine if the indicator(s) is adequately measuring the objective's desired outcome based on the SPWG's original intent for that objective.

Upon completion of its analysis, the SPWG will forward its recommendations for consideration to the Institutional Effectiveness and Assessment Council's (IEAC) Steering Committee. The IEAC will review the SPWG's report and can either request additional information from the SPWG or make its recommendations for changes to the plan to the President. Upon presidential approval, the Institution will submit the updated plan to the State Board of Education for approval. The implementation of the changes will occur upon final approval.

Strategic Evaluation Process.



### Evaluation Process



State Board of Education Goals				
	Goal 1: EDUCATIONAL SYSTEM ATTAINMENT	Goal 2: WELL EDUCATED CITIZENRY	Goal 3: WORKFORCE READINESS	Goal 4: EDUCATIONAL SYSTEM ALIGNMENT
<b>Idaho State University</b>				
<b>GOAL 1: Grow Enrollment</b>				
Objective: Increase new full-time, degree-seeking students by 20% (+450 new students) over the next five years.		✓	✓	✓
<b>GOAL 2: Strengthen Retention</b>				
Objective: Improve undergraduate student retention rates by 5% by 2022.	✓	✓	✓	
<b>GOAL 3: Promote ISU's Identity</b>				
Objective: Over the next five years, promote ISU's unique identity by ### as Idaho's only institution delivering technical certificates through undergraduate, graduate and professional degrees.	✓	✓	✓	✓
<b>GOAL 4: Strengthen Communication, Transparency and Inclusion</b>				
Objective: Over the next three years, ISU will continue building relationships within the university, which is fundamental to the accomplishment of all other objectives.	✓	✓		✓
<b>GOAL 5: Enhance Community Partnerships</b>				
Objective: By 2022, ISU will establish (# TBD) new partnerships within its service regions and statewide program responsibilities to support the resolution of community-oriented, real-world concerns.		✓	✓	

## Appendix 2

Idaho State University  
Cyber Security Compliance

This appendix provides an update to Idaho State University's cyber security compliance with Idaho Executive Order 2017-02. Each area of concentration addresses ISU's level of completion as outlined in accordance with the executive order's standards. Please see the 2017 Cybersecurity Inventory Report recently submitted to the SBOE's Audit Committee for additional details regarding the reporting of each the categories.

*Adopt and to implement by June 30, 2017, the National Institute of Standards and Technology (NIST) Cybersecurity Framework*

Complete	In Progress	Under Review
✓		

*CSC 1: Inventory of Authorized and Unauthorized Devices.*

Complete	In Progress	Under Review
July 1, 2018		✓

*CSC 2: Inventory of Authorized and Unauthorized Software.*

Complete	In Progress	Under Review
July 1, 2018		✓

*CSC 3: Secure Configurations for Hardware and Software on Mobile Devices, Laptops, Workstations and Servers.*

Complete	In Progress	Under Review
July 1, 2018		✓

*CSC 4: Continuous Vulnerability Assessment and Remediation*

Complete	In Progress	Under Review
✓		

*CSC 5: Controlled Use of Administrative Privileges.*

Complete	In Progress	Under Review
July 1, 2018		✓

*Develop employee education and training plans and submit such plans within 90 days*

Complete	In Progress	Under Review
✓		

*All state employees complete the state's annual cybersecurity training commensurate with their highest level of information access and core work responsibilities.*

Complete	In Progress	Under Review
	✓	

*All public-facing state agency websites to include a link to the statewide cybersecurity website—[www.cybersecurity.idaho.gov](http://www.cybersecurity.idaho.gov).*

Complete	In Progress	Under Review
✓		

# LEWIS-CLARK STATE COLLEGE



## STRATEGIC PLAN FY 2019-2023



**LEWIS-CLARK STATE**  
**COLLEGE**

*Connecting Learning to Life*

**STRATEGIC PLAN**  
**FY 2018-2022**



April 19, 2018

**MISSION STATEMENT**

Lewis-Clark State College prepares students to become successful leaders, engaged citizens, and lifelong learners.

**Core Theme One: Opportunity**

Expand access to higher education and lifelong learning.

**Core Theme Two: Success**

Ensure attainment of educational goals through excellent instruction in a supportive environment.

**Core Theme Three: Partnerships**

Engage with educational institutions, the business sector, and the community for the benefit of students and the region.

**VISION STATEMENT**

Lewis-Clark State College (LCSC) will fulfill the Idaho State Board of Education's vision of a seamless public education system by integrating traditional baccalaureate programs, professional-technical training programs, and community college and community support programs within a single institution, serving diverse needs within a single student body, and providing outstanding teaching and support by a single faculty and administrative team.

The college's one-mission, one-team approach will prepare citizens from all walks of life to make the most of their individual potential and will contribute to the common good by fostering respect and close teamwork among all Idahoans. Sustaining a tradition that dates back to its founding as a teacher training college in 1893, LCSC will continue to place paramount emphasis on effective instruction—focusing on the quality of the teaching and learning environment for traditional and non-traditional academic classes, professional-technical education, and community instructional programs.

As professed in the college's motto, "Connecting Learning to Life," instruction will foster powerful links between classroom knowledge and theory and personal experience and application. Accordingly, LCSC will:

- Actively partner with the K-12 school system, community service agencies, and private enterprises and support regional economic and cultural development
- Strive to sustain its tradition as the most accessible four-year higher-education institution in Idaho by rigorously managing program costs, student fees, housing, textbook and lab costs, and financial assistance to ensure affordability
- Vigorously manage the academic accessibility of its programs through accurate placement, use of student-centered course curricula, and constant oversight of faculty teaching effectiveness
- Nurture the development of strong personal values and emphasize teamwork to equip its students to become productive and effective citizens who will work together to make a positive difference in the region, the state, the nation, and the world.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 21, 2018**

**ATTACHMENT 4**

**GOAL 1**

**Sustain and enhance excellence in teaching and learning.**

**Objective A:** Strengthen courses, programs, and curricula consonant with the mission and core themes of the institution.

**Performance Measures:**

**I. Assessment submission.**

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
<b>98%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100% (ongoing)</b>

**Benchmark:** All units of the college will submit their annual assessment documents that reflect genuine analysis and accurate reporting. [Rationale: institutional expectation of 100% participation]

**II. First-time licensing/certification exam pass rates**

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
NCLEX RN <b>95%</b> (National Average=84%)	NCLEX RN <b>89%</b> (National Average=83%)	NCLEX RN <b>94%</b> (National Average=86%)	NCLEX RN <b>93%</b> (National Average=89%)	<b>Meet or Exceed National Average (ongoing)</b>
NCLEX PN <b>75%</b> (National Average=85%)	NCLEX PN <b>100%</b> (National Average=82%)	NCLEX PN <b>95%</b> (National Average=83%)	NCLEX PN <b>100%</b> (National Average=84%)	<b>Meet or Exceed National Average (ongoing)</b>
ARRT <b>100%</b> (National Average=89%)	ARRT <b>100%</b> (National Average=88%)	ARRT <b>90%</b> (National Average=87%)	ARRT <b>88%</b> (National Average=87%)	<b>Meet or Exceed National Average (ongoing)</b>

**Benchmark:** Meet or exceed national average [Rationale: aligned with peer institutions; accommodates fluctuations in and change to the national tests]

**III. Percentage of responding LCSC graduates with positive placement**

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
<b>95%</b>	<b>92%</b>	<b>95%</b>	<b>95%</b>	<b>100% (FY19)</b>

**Benchmark:** 100% of responding LCSC graduates will have positive placement [Rationale: high emphasis placed on securing employment or continuing on to graduate school upon completion of degree or credentials; allows for those who may delay employment for family or other reasons]

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 21, 2018**

**ATTACHMENT 4**

**IV. Number of Idaho teachers who are certified each year by specialty and meet the Federal Highly Qualified Teacher definition**

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
<b>83%</b>	<b>68%</b>	<b>60%</b>	<b>62%</b>	<b>90% (FY19)</b>

**Benchmark:** The percentage of first-time students passing the PRAXIS II will exceed 90% **[Rationale: aspiration goal that projects high standards held for Teacher Preparation candidates]** *Note: Given the changes made to the PRAXIS II exam, we are considering adjusting this benchmark to a more realistic one for our institution. PRAXIS II scores have gone down statewide. A thorough review of general education coursework at LCSC was undertaken in early 2017 to ensure stronger alignment of the curriculum with PRAXIS testing; enhanced emphasis on advising students to complete the PRAXIS after all general education coursework has been completed, and in some cases several in-program courses, has also been implemented.*

**V. Median number of credits earned at completion of certificate or degree program\***

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
<b>Associate 94</b>	<b>Associate 109</b>	<b>Associate 114</b>	<b>Associate 111</b>	<b>69 (FY20)</b>
<b>Bachelor 148</b>	<b>Bachelor 146</b>	<b>Bachelor 146</b>	<b>Bachelor 145</b>	<b>138 (FY20)</b>

**Benchmark:** Associate – 69 (SBOE Benchmark) Bachelor – 138 (SBOE Benchmark) **[Rationale: supports timely degree completion]**

**VI. Percentage of degree seeking students taking a remedial course who complete a subsequent credit-bearing with a C or higher within one year of remedial enrollment.\* (New Statewide Performance Measure)**

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
<b>25%</b>	<b>24%</b>	<b>23%</b>	<b>24%</b>	<b>2% increase per year (ongoing)</b>

**Benchmark:** The percentage of students identified as needing remediation who pass credit-bearing course within one year of completing remedial education. (SBOE system-wide performance measure) **[Rationale: a gain of 2 percent each year supports restructuring of remedial education and the implementation of co-requisite course delivery methods currently underway]**

**VII. Percentage of first time degree-seeking students completing a gateway math course within two years of enrollment.\* (New Statewide Performance Measure)**

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
<b>21%</b>	<b>19%</b>	<b>17%</b>	<b>15%</b>	<b>2% increase per year (ongoing)</b>

**Benchmark:** The percentage of degree-seeking new freshmen who complete a college level math course within two years. **[Rationale: a gain of 2 percent each year supports restructuring of remedial education and the implementation of co-requisite course delivery methods currently underway]**

**VIII. Percentage of students completing 30 or more credits per academic year. (New Statewide Performance Measure)**

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
<b>19%</b>	<b>13%</b>	<b>12%</b>	<b>18%</b>	<b>20%</b>



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**Benchmark: 20%** [Rationale: Given the continued favorable job market and the statewide number of part-time students a two percent increase for FY19 is reasonable]

**Objective B:** Ensure the General Education Core achieves it's expected learning outcomes.

**Performance Measures:**

**I. ETS Proficiency Profile critical thinking construct<sup>1</sup>**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
88 <sup>th</sup>			85 <sup>th</sup>	90 <sup>th</sup> (FY18)

**Benchmark:** LCSC will score at the 90<sup>th</sup> percentile or better of comparison participating institutions (Carnegie Classification-Baccalaureate Diverse) on the ETS Proficiency Profile critical thinking construct. [Rationale: demonstrates high standard and is consistent with similar institutions]

**Objective C:** Optimize technology-based course delivery, resources, and support services for student, faculty, and staff.

**Performance Measures:**

**I. Annual end-of-term duplicated headcount for students enrolled in web, hybrid, and lecture/web-enhanced courses.**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
8,726	8,780	9,586	9,652	10,000 (FY20)

**Benchmark:** 10,000 [Rationale: high demand for online courses in our rural area]

**Objective D:** Maximize direct faculty and student interactions inside and outside the classroom.

**Performance Measures:**

**I. Student-to-faculty ratio**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
16:1	16:1	14:1	13:1	16 to 1 (ongoing)

**Benchmark:** LCSC will maintain a 16 to 1 student-to-faculty ratio [Rationale: low student to faculty ratio allows for strong learning environments and promotes student success]

**II. Number of programs offering structured schedules.\*** (New Statewide Performance Measure)

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
17	17	17	17	20

**Benchmark:** 20 [Rationale: SBOE system-wide measure aimed at supporting on-time completion of degrees]

**III. Number of students participating in undergraduate research.**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
284	352	338	493	400 (FY20)

**Benchmark:** 400 [Rationale: undergraduate research experience in select areas enhances student learning and prepares them for future employment or graduate opportunities]

**Objective E:** Recruit and retain a highly qualified and diverse faculty and staff.

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**Performance Measures:**

**I. Classified Staff (State of Idaho Classified Staff Pay Schedule)<sup>2</sup>**

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
<b>81.2%</b>	<b>84.4%</b>	<b>86%</b>	<b>86%</b>	<b>100% of Policy (ongoing)</b>

**Benchmark:** Classified Staff pay will be 100% of State of Idaho Policy [Rationale: Represents the market average per Idaho Code. Chosen to attract and retain qualified and dedicated employees.]

**II. Instructional Personnel (Integrated Postsecondary Education Data System (IPEDS), Human Resources Report)<sup>3</sup>**

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
<b>89%</b>	<b>87%</b>	<b>87%</b>	<b>88%</b>	<b>100% of Average of Peer Institutions all Academic Rank (ongoing)</b>

**Benchmark:** Compensation for instructional personnel will be 100% of the average of peer institutions by academic rank as reported by IPEDS [Rationale: Higher salaries in comparison to our peer institutions means decreased faculty turnover.]

**Objective F:** Provide a safe, healthy, and positive environment for teaching and learning.

**Performance Measures:**

**I. ADA Compliance**

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
	<b>0</b>	<b>0</b>	<b>0</b>	<b>Zero ADA-related discrepancies (ongoing)</b>

**Benchmark:** Zero ADA-related discrepancies noted in annual Division of Building Safety (DBS) campus inspection (and prompt action to respond to any such discrepancies if benchmark not achieved) [Rationale: provides annual update, which provides the institution with the most current standards for measurement.]

**II. Wellness Programs**

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
<b>12</b>	<b>12</b>	<b>14</b>	<b>12</b>	<b>Provide info and updates to employees 10 times each (ongoing)</b>

**Benchmark:** Provide information and updates to all College employees on wellness activities at least 10 times each Fiscal Year [Rationale: provides employees with information supporting this objective regularly throughout the academic year.]

**GOAL 2**

**Optimize student enrollment and promote student success.**

**Objective A:** Marketing efforts will focus on clearly identified populations of prospective students.

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**Performance Measures:**

- I. High school students participating in concurrent enrollment programs (headcount and total credit hours)

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
1,959/7,963	1,750/8,071	837/4,779	994/5,991	1,500/8,000 (FY22)

**Benchmark:** Annual Enrollment – 1,500 Annual Total Credit Hours – 8,000 [Rationale: based on our regional high school population and teacher credentials]

- II. Scholarship dollars awarded per student FTE

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
2,142	2,260	3,061	2,969	3,000 (FY19)

**Benchmark:** \$3,000 [Rationale: review of our retention/attrition data point to financial need as the biggest reason students do not persist]

**Objective B:** Retain and graduate a diverse student body.

**Performance Measures:**

- I. **Total degree production (undergraduate)\*** (New Statewide Performance Measure)

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
Certificate 31	Certificate 25	Certificate 22	Certificate 18	20
Associate 211	Associate 202	Associate 351	Associate 414	430
Bachelor 497	Bachelor 544	Bachelor 541	Bachelor 528	540

**Benchmark:** 990 [Rationale: stretch goal based on SBOE's 60% goal]

- II. **Total unduplicated undergraduate graduates by degree level\*** (New Statewide Performance Measure)

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
Certificate 17	Certificate 17	Certificate 18	Certificate 14	15
Associate 161	Associate 152	Associate 248	Associate 300	330
Bachelor 497	Bachelor 544	Bachelor 541	Bachelor 528	535

**Benchmark:** 880 [Rationale: stretch goal based on SBOE's 60% goal]

- III. Unduplicated headcount of graduates and percentage of graduates to total unduplicated headcount (split by undergraduate/graduate).\*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
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<b>675/12%</b>	<b>713/15%</b>	<b>795/16%</b>	<b>817/17%</b>	<b>700/12% (New benchmark to be identified for FY18)</b>
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**Benchmark:** 700; 12% [Rationale: based on SBOE 60% goal]

**IV. Unduplicated headcount of graduates over rolling 3-year average degree-seeking FTE (split by undergraduate/graduate).\***

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
<b>675/2,756</b>	<b>713/2,973</b>	<b>795/2,901</b>	<b>817/2,862</b>	<b>30% (FY19)</b>
<b>25%</b>	<b>24%</b>	<b>27%</b>	<b>28%</b>	

**Benchmark:** 30% [Rationale: based on SBOE 60% goal]

**V. Total full-time new and transfer degree seeking students that are retained or graduate the following year (exclude death, military service, and mission) (split by new and transfer students).\***

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
<b>New Freshmen 203/338 60%</b>	<b>New Freshmen 304/474 64%</b>	<b>New Freshmen 283/491 56%</b>	<b>New Freshmen 248/419 59%</b>	<b>70% (FY20)</b>
<b>New Transfer 166/234 71%</b>	<b>New Transfer 141/202 70%</b>	<b>New Transfer 161/238 68%</b>	<b>New Transfer 275/410 67%</b>	<b>70% (FY20)</b>

**Benchmark:** 70% (SBOE measure) [Rationale: reflects a more global selection of students and is also a stretch goal given the significant number of first-generation students serve by LCSC]

**VI. First-year/full-time cohort retention rate**

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
<b>61%</b>	<b>61%</b>	<b>58%</b>	<b>57%</b>	<b>60%</b>

**Benchmark:** 60% [Rationale: reflects the cohort measure by IPEDS]

**VII. The number of degrees and certificates awarded per 100 FTE undergraduate students enrolled.**

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
<b>25</b>	<b>26</b>	<b>33</b>	<b>34</b>	<b>35 (FY19)</b>

**Benchmark:** 35 [Rationale: derived based on analysis of student demographics (first –generation students and job-out rates) and potential incoming high school graduate population]

**VIII. First-year/full-time cohort 150% graduation rate.\* (New Statewide Performance Measure)**

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
<b>27%</b>	<b>27%</b>	<b>30%</b>	<b>27%</b>	<b>35% (FY22)</b>

**Benchmark:** 35% [Rationale: reflects cohort measured by IPEDS]

**IX. First-year/full-time cohort 100% graduation rate.\* (New Statewide Performance Measure)**

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FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
17%	20%	27%	31%	35% (FY20)

Benchmark: 35% [Rationale: based on SBOE 60% goal]

**Objective C:** Maximize student satisfaction and engagement

**Performance Measures:**

**I. National Survey of Student Engagement (NSSE)<sup>4</sup>**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
89%			90%	90% LCSC Students Satisfied (FY20)

Benchmark: 90% of LCSC students will be satisfied [Rationale: selected by comparing response rates to annual surveys and the desire to promote confidence and satisfaction among students who select LCSC]

**GOAL 3**

**Strengthen and expand collaborative relationships and partnerships.**

**Objective A:** Increase volunteer, internship, and career placement opportunities.

**Performance Measures:**

**I. Number of students participating in internships**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
655	743	779	721	800 (FY19)

Benchmark: 800 [Rationale: Internships prepare students for future employment; student demand is increasing]

**Objective B:** Collaborate with relevant businesses, industries, agencies, practitioners, and organizations for the beneficial exchange of knowledge and resources.

**Performance Measures:**

**I. Number of adults (duplicated) enrolled in workforce training programs**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
3,533	3,471	2,887	3,345	4,000 (FY20)

Benchmark: 4,000 [Rationale: goal is to meet the retraining needs of a growing set of local industries]

**Objective C:** Increase cooperation and engagement of alumni for the advancement of the college.

**Performance Measures:**

**I. Number of Alumni Association members**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
13,904	16,009	17,115	18,025	20,000 (FY20)

Benchmark: 20,000 [Rationale: aspirational goal]

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**Objective D:** Advance the college with community members, business leaders, political leaders, and current and future donors.

**Performance Measures:**

**I. Number of students participating in internships**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
655	743	779	721	800 (FY19)

Benchmark: 800 [Rationale: Internships prepare students for future employment; student demand is increasing]

**GOAL 4**

**Leverage resources to maximize institutional strength and efficiency**

**Objective A:** Allocate and reallocate funds to support priorities and program areas that are significant in meeting the role and mission of the institution.

**Performance Measures:**

**I. Cost per credit hour – Financials divided by total weighted academic credit hours from the EWA report and unweighted professional-technical hours from the PSR1 (new calculation)\***

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
294	296	310	376	400*

Benchmark: \$400 \*(Preliminary, reflects the SBOE strategic plan benchmark) [Rationale: as indicated reflects the SBOE benchmark.]

**Objective B:** Assess and modify organizational structure and institutional processes to ensure the most effective use of resources.

**Performance Measures:**

**I. Efficiency – Graduates (of at least 1-year or more) and degree completions per \$100,000 of financials\***

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
1.4	1.5	1.6	1.7	2

Benchmark: 2 [Rationale: SBOE system-wide goal]

**Objective C:** Continuously improve campus buildings, grounds, and infrastructure to maximize environmental sustainability and learning opportunities.

**Performance Measures:**

**I. Annual campus master plan updated**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
Yes	Yes	Yes	Yes	Yes (Ongoing)

Benchmark: Yes. [Rationale: Annual Campus Master Planning assures assessment and prioritization of key facility's needs.]

**II. Address campus needs using institutional resources and funding from the Permanent Building Fund through the creation of DPW projects.**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
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<b>\$2.368M</b>	<b>\$821,000</b>	<b>\$6,068,000</b>	<b>\$340,000</b>	<b>\$500,000 (ongoing)</b>
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**Benchmark:** \$500,000 [Rationale: This demonstrates continued identification of key institutional needs related to the creation and maintenance of LCSC facilities.] *Note: Living-Learning Center was approved for the design phase in FY 2017, but the project is being reprioritized to accommodate the Career-Technical Education Building. The Living-Learning Center would have added \$1.346M to the FY 17 total.*

**Objective D:** Create a timetable for the sustainable acquisition and replacement of instruments, machinery, equipment, and technologies and ensure required infrastructure is in place

**Performance Measures:**

**I. Continuous acquisition and replacement of equipment, instruments, machinery, and technology funded by institution**

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
<b>\$8,731,618</b>	<b>\$9,008,889</b>	<b>\$7,798,956</b>	<b>\$8,638,491</b>	<b>Increase by \$500,000 per year (ongoing)</b>

**Benchmark:** \$500,000 increase per year. [Rationale: Reflects increases in assets through replacement.] *Note: in FY 16, \$1.7M of graphic software was eliminated.*

**Objective E:** Identify and secure public and private funding to support strategic plan priorities.

**Performance Measures:**

**I. Institutional funding from competitive grants**

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
<b>\$3.0M</b>	<b>\$2.5M</b>	<b>\$2.5M</b>	<b>\$2.9M</b>	<b>\$2M (New benchmark to be identified for FY18)</b>

**Benchmark:** \$2.0M [Rationale: demonstrates the capacity to general external and private funding.]

**II. LCSC Consolidated Financial Index (CFI)**

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
<b>6.6</b>	<b>5.57</b>	<b>5.37</b>	<b>5.61</b>	<b>3.0 (ongoing)</b>

**Benchmark:** 3.0 [Rationale: CFI is a standard unit of evaluating an institution's financial health and is recommended for use by the National Association of College and University Business Officers]

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\* Indicates SBOE System-wide performance measures

Notes:

1. ETS Proficiency Profile is administered every 3 years. LCSC Mean Critical Thinking score for 2014 was 114.55 which places us in the 88 percentile and means that 88% of institutions who used this exam had a mean score lower than LCSC per the ETS Proficiency Profile Comparative Data. Results from spring 2017 not yet available.
2. These values represent the percentage of individuals in this class who are making 90% of policy.
3. The percentages for faculty represent LCSC's weighted average 9-month equivalent salary divided by the weighted average 9-month equivalent salary of LCSC's peer institutions.
4. Reflects the overall percentage of students satisfied with LCSC. This survey is administered every 3 years. Spring 2017 results not yet available
5. Reflects data elements available after June 30 or after audited financials are available.

**Key External Factors**

**Academic Year 2017-2018 Data:** Student headcount for the fall semester was 3,746 and the full-time equivalent enrollment was 2,777. The college employed 180 faculty, 84 adjunct faculty, 165 professional staff, and 126 classified staff.

**Growth:** The Idaho State Board of Education has directed the higher education institutions under its supervision to double the proportion and number of Idahoans (25 to 34 year old cohort) with a college certificate or degree by 2020. The following factors will affect LCSC's output:

LCSC is essentially an open-access institution—reducing admission standards likely would not generate significant numbers of new students. As LCSC reaches out to encourage college participation by underserved segments in Idaho's population, the average level of college-preparedness of the student body is likely to decrease, and the level of support needed for students is likely to increase.

The current demographic trends in Idaho foretell growth in the number of secondary students, with significant growth in the Hispanic population. Thus, output of the K-12 pipeline may lead to an increase in enrollment at LCSC, perhaps to begin during the five-year planning window and the recent award of a new CAMP grant will undoubtedly increase the number of Hispanic students at LCSC. Taking into account that Idaho's current participation rate, less than 50%, is one of the lowest in the nation LCSC may otherwise be able to increase the number of high school graduates who elect to enroll.

Currently, unemployment in Idaho is low. Strategically, this means it is unlikely that systemic structural unemployment rates will be a major driver of additional students applying to LCSC before the end of the five-year planning horizon. In fact, improving employment rates in Idaho have reduced the applicant pool in PTE programs as workers enter or re-enter the work force as the effects of the recession have eased.

There is a large population of working adults with some college credits but no degree. LCSC will renew efforts to meet the needs of these students with new online programs.

**Infrastructure:** In general, currently-available facilities, or a modest expansion thereof, are sufficient to support an increase in on-campus students proportionate to LCSC's share of the State Board of Education's 60% goal. Classroom and laboratory utilization rates have sufficient slack time throughout



the day and week to absorb an estimated 50% or more increase in student enrollment. Within the course of the five-year planning window, the college, if necessary, could increase faculty and staff office space and student housing. If the combined impact of LCSC action strategies to increase enrollment, improve retention, and increase program completion rates were to double the historical rate to 6% per year, the main campus student population increase could be accommodated by the current physical infrastructure.

However, this is not the case for many of LCSC's Technical and Industrial programs. Many of the programs have waiting lists and all of the programs are in demand from local industrial companies. Current T&I buildings on the Normal Hill campus cannot accommodate anticipated increases. The College will provide a new modern building that will house most of its Technical & Industrial CTE programs with room for expansion and the flexibility to adjust training programs directed at the regional employers' needs. The new building plans are well underway and it will provide the needed lab, classroom and office space required to meet anticipated demand. In addition, the building configuration will provide room for expansion and growth as a Regional Career Technical Education Center. This a joint effort with the Lewiston School District as they build a new high school and Career Technical Education Center that will be adjacent to property owned by the College and the City on Warner Avenue in the Lewiston Orchards. Both buildings are planned to be opened by 2020-2021.

Also, unlike the situation on the Normal Hill campus, infrastructure is a major limiting factor for LCSC's Coeur d'Alene operations. The joint facility to serve LCSC, North Idaho College (NIC), and University of Idaho students and staff on the NIC campus has been funded. The new facility could be opened toward the end of the current five-year planning window. Infrastructure at the other LCSC outreach centers is estimated to be sufficient to support operations over the next five years.

Deferred maintenance needs over the course of the five-year planning window are estimated at roughly over \$25 million for alteration and repair of existing facilities. Recent momentum in addressing HVAC and roof repairs needs to be sustained, but will depend primarily on availability of Permanent Building Fund dollars.

Over the past decade several major capital projects to expand facilities on the main campus have been completed (e.g., Activity Center, Sacajawea Hall, new parking lots, upgrades of Meriwether Lewis Hall and Thomas Jefferson Hall). For the main campus, LCSC's strategy for five-year planning window is to focus on upgrades of existing facilities; however, because the available student housing units are currently at maximum capacity the feasibility of building and new student resident hall is being proposed.

Classroom capacity is sufficient to sustain current and projected enrollment levels for brick-and-mortar classes. Increased enrollment will necessitate scheduling adjustments that spread classes throughout day, evening, and weekend hours. Utility costs of extended class hours would increase marginally, but overall efficiency of facility operations would increase with the reduction of slack hours.

Recent efforts have increased the number of classroom seats and modernized classrooms and labs. Nevertheless, continued efforts are needed to modernize the classroom and lab infrastructure (teaching technology, lighting, furniture, acoustical treatments, and flooring).

On-campus and neighborhood parking is adequate to sustain employee and student operations. The college has acquired property on the perimeter of the Normal Hill campus to accommodate additional parking (or facility construction) when needed. Parking options for LCSC's downtown facilities are more

limited and cooperation with the city and local merchants will be needed if main street operations continue to expand.

Recent office space modernization efforts need to continue over the five-year planning window. In the event of growth of faculty and staff beyond current levels, additional office space could be provided through conversion of rental housing units and/or conversion of older residential hall space into modern offices. Renovation of Spaulding Hall will be completed by this summer.

A major vulnerability continues to be the lack of redundant capabilities for heating and cooling of major buildings—almost every major structure is dependent upon a single source of HVAC. The main campus needs a loop to interconnect multiple facilities and provide a backup in the event of single-point failure. Use of energy-saving incentive dollars and cooperative projects with external entities could help fund these improvements.

**Personnel:** While the current physical infrastructure of LCSC (with the exception of the T&I facilities and the Coeur d'Alene Center) is sufficient to support the increased output envisioned by the Idaho State Board of Education, this is not the case with respect to faculty and staff. Although class sizes could be increased in some upper division courses, many lower division courses and some professional courses are already up against faculty-student ratio limits imposed by specialized accreditation agencies and could not significantly expand without concomitant expansion of faculty and supporting staff. Faculty and staff workload levels at LCSC are high compared to other higher education institutions. An expanded LCSC student population will require ratios at least as low as current levels. Based on peak hiring periods over the past decade, funding an expansion spread over the next five years is technically feasible, but would require careful planning and coordination.

While increased utilization of distance learning technology could alleviate stress on the physical infrastructure, it is not the critical factor limiting expansion. While in some cases learning technology may enhance the effectiveness of course delivery and student success, it does not reduce the need for student-faculty interaction or significantly increase the desirable maximum ratio of students to faculty members. The current student to faculty ratios for academic and professional courses (14:1, and 9:1, respectively) may not be at a maximum level; the course delivery mode, however, is probably not the primary factor in establishing the ideal balance as we seek to maintain high levels of faculty-student engagement and interaction.

**Economy and the Political Climate:** Many factors and trends will have a major impact on LCSC strategies to achieve its goals and objectives over the five-year planning window.

Funding for higher education has been used as a rainy day reserve to support other state operations, most notably K-12, during economic downturns. There has been limited enthusiasm among Idaho policy makers to restore pre-crisis levels of funding to higher education, but some progress has been made, especially with capital projects like the new CTE facility.

Over the past 3 years, the state has provided funding to cover some maintenance of current operation costs (replacement of capital items and employee salaries) and has funded LCSC line-item budget requests to support increased enrollment, including LCSC's Complete College Idaho request that directly supports State Board of Education goals.

Employee salary levels at LCSC are significantly lower than those at peer institutions. Increases in employee compensation has been funded during the past 2 years - half of the cost of those increases were transferred by state policymakers to student tuition.

There has been strong political support to expand concurrent enrollment programs to enable completion of college-level coursework while students are still in high school; however, there has been no support for funding directed to higher education for this purpose. The dual impacts of community college expansion and in-high school programs erode for LCSC the probability of future revenues for lower-division courses.

The relative financial burden borne by students for college costs has dramatically shifted, with student tuition and fees now nearly equal to the general fund appropriation. Notwithstanding the facts that reduced state support has necessitated tuition increases to sustain higher education operations and that Idaho tuition rates remain well below regional and national averages, state policymakers are reluctant to support additional tuition increases.

Students in Idaho and across the nation have become more dependent upon federal financial aid to pay for college, and increased student debt load and default rates have caused consternation among policymakers. Federal funding available for higher education has been reduced in some cases and new policy restrictions aimed at curbing operations of for-profit higher education enterprises have inflicted collateral damage on public college operations.

Population growth within LCSC's local operating area, Region II, has been flat. The highest growth rates in the state have been focused in southern Idaho and the northern panhandle. LCSC is increasingly reliant on a statewide market.

**Implications for Lewis-Clark State College:** The College cannot depend upon major infusions of state-appropriated dollars to fund growth and new initiatives during the next five years. The primary sources of funding for strategic initiatives will be reallocation of current funds and utilization of student tuition and fee dollars. The primary engine for funding growth is increased tuition from students as a result of increased enrollment (higher accessions, increased retention) with tuition rate increases likely to be restricted by policymakers.

LCSC needs to continue to build its grassroots support within the region and throughout the state to increase awareness of its unique strengths and its support of the values of Idaho's citizens. Strong support of students, parents, alumni, community members, and businesses is essential to undergird the tangible support provided to LCSC by Idaho policymakers.

#### **Evaluation Process**

LCSC's Strategic Plan was originally developed for the 2013-2018 timeframe. In light of the college's updated mission and core themes, as well as the fact that the college's current strategic plan is near the end of its utility, a complete review of the goals and objectives has been underway. A representative committee is currently developing new strategies and objectives to guide the work of the college. The proposed performance measures associated with the new strategies and objectives (in development) are included in Appendix 2.

**Addendum: Cyber Security**

**National Institute of Standards and Technology (NIST) Cybersecurity Framework**

Governor Otter's Executive Order 2017-02 calls for:

*All state agencies to immediately adopt and to implement by June 30, 2017, the National Institute of Standards and Technology (NIST) Cybersecurity Framework in order to better foster risk and cybersecurity management communications and decision making with both internal and external organizational stakeholders.*

On March 16, 2017 Michelle Peugh of Idaho's Division of Human Resources (DHR) sent an email attachment – authored by DHR Director Susan Buxton – to Ms. Vikki Swift-Raymond, Lewis-Clark State College's Director of Human Resource Services (HRS). Director Buxton's memo asked LCSC to confirm that the college has adopted the NIST Cybersecurity Framework, per the governor's executive order. On April 15<sup>th</sup> Lewis-Clark State College President J. Anthony Fernández returned confirmation to Director Buxton that the college has adopted the NIST Framework.

**Implementation of the Center for Internet Security (CIS) Controls**

Governor Otter's Executive Order 2017-02 calls for "*agencies to implement the first five (5) Center for Internet Security Critical Security Controls (CIS Controls) for evaluation of existing state systems by June 30, 2018.*" Lewis-Clark State College has accomplished the following:

- On October 4, 2016 Lewis-Clark State College contracted with CompuNet to perform a "gap analysis" of LCSC's security posture relative to all twenty CIS Controls. CompuNet's report was delivered to LCSC on October 19<sup>th</sup>.
- On January 16, 2017 Governor Otter issued his cybersecurity executive order.
- On February 2<sup>nd</sup> Lieutenant Governor Brad Little held a statewide meeting to organize all agencies in a coordinated response to the governor's executive order. Lewis-Clark State College attended the meeting remotely. The Lieutenant Governor turned the meeting over to Lance Wyatt, Acting Chief Information Security Officer within Idaho's Office of the CIO. Mr. Wyatt described the statewide process, where:
  - Each agency would complete a self-assessment of one CIS Control per month, extending through the next five months.
  - Each agency would document its self-discovery in a data repository provided by the state.
  - Each agency would attend a statewide meeting held approximately every two weeks, for coordination, facilitation, and problem solving.
  - At the end of the self-assessment process, agencies would collaborate on cybersecurity product selection that will aid in managing the first five CIS controls
  - Starting in summer 2017, each agency will begin remediation of perceived gaps in the first five controls, finishing the process prior to the governor's deadline of June 30, 2018.

- Lewis-Clark State College has attended each of the state's cyber-security meetings during 2017 and 2018.
- LCSC has completed the self-assessment process led by Lance Wyatt, Chief Information Security Officer. All relevant data have been entered on the state's Sharepoint repository designed for collecting these data.
- Based on the Department of Administration's gap analysis, Lewis-Clark State College has implemented *Tenable Security Center Continuous View*, a product that addresses CIS controls 1-5.
- Lewis-Clark State College's administration has committed the college to purchase suitable hardware and implement appropriate processes that combine to minimize cyber-related risks revealed by the college's self-assessment. Currently under review is f5's Big-IP.

**Implementation of the Employee Cybersecurity Training**

Governor Otter's Executive Order 2017-02 calls for *"All executive branch agencies to require that all state employees complete the state's annual cybersecurity training commensurate with their highest level of information access and core work responsibilities."*

- In 2018, Idaho's Department of Human Resources distributed training software for use by all employees in Idaho.
- Lewis-Clark State College's Department of Human Resource Services has used DHR's software licensing to create a mandatory training requirement for all college employees, to be completed by March 30, 2018.

**Implementation of the Specialized Cybersecurity Training**

Governor Otter's Executive Order 2017-02 calls for *"The State Division of Human Resources, in conjunction with all executive branch agencies, to compile and review cybersecurity curriculum for mandatory education and training of state employees, and to determine appropriate levels of training for various classifications of state employees."*

In December 2017, LCSC's Associate Director charged with cybersecurity completed SANS SEC566 "Implementing and Auditing the Critical Security Controls."

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 21, 2018**

**ATTACHMENT 4**  
**Appendix 1**

	State Board of Education Goals			
	<i>Goal 1: A WELL EDUCATED CITIZENRY</i>	<i>Goal 2: INNOVATION AND ECONOMIC DEVELOPMENT</i>	<i>Goal 3: DATA- INFORMED DECISION MAKING</i>	<i>Goal 4: EFFECTIVE AND EFFICIENT EDUCATIONAL SYSTEM</i>
<b>Institution/Agency Goals and Objectives</b>				
<b>GOAL 1: SUSTAIN AND ENHANCE EXCELLENCE IN TEACHING AND LEARNING</b>				
<b>Objective A:</b> Strengthen courses, programs, and curricula consonant with the mission and core themes of the institution.	✓	✓	✓	✓
<b>Objective B:</b> Optimize technology-based course delivery, resources, and support services for students, faculty, and staff.	✓	✓		✓
<b>Objective C:</b> Optimize technology-based course delivery, resources, and support services for student, faculty, and staff	✓	✓		✓
<b>Objective D:</b> Maximize direct faculty and student interactions inside and outside the classroom.	✓			✓
<b>Objective E:</b> Recruit and retain a highly qualified and diverse faculty and staff.	✓	✓		✓
<b>Objective F:</b> Provide a safe, healthy, and positive environment for teaching and learning.	✓	✓		✓
<b>GOAL 2: OPTIMIZE STUDENT ENROLLMENT AND PROMOTE STUDENT SUCCESS</b>				
<b>Objective A:</b> Marketing efforts will focus on clearly identified populations of prospective students	✓	✓	✓	✓

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 21, 2018**

**ATTACHMENT 4**

<b>Objective B:</b> Retain and graduate a diverse student body.	✓	✓	✓	✓
<b>Objective C:</b> Maximize student satisfaction and engagement.	✓	✓	✓	✓
<b>GOAL 3: STRENGTHEN AND EXPAND COLLABORATIVE RELATIONSHIPS AND PARTNERSHIPS</b>				
<b>Objective A:</b> Increase volunteer, internship, and career placement opportunities	✓		✓	✓
<b>Objective B:</b> Collaborate with relevant businesses, industries, agencies, practitioners, and organizations for the beneficial exchange of knowledge and resources.	✓	✓		✓
<b>Objective C:</b> Increase cooperation and engagement of alumni for the advancement of the college.		✓	✓	✓
<b>Objective D:</b> Advance the college with community members, business leaders, political leaders, and current and future donors.		✓		✓
<b>GOAL 4: LEVERAGE RESOURCES TO MAXIMIZE INSTITUTIONAL STRENGTH AND EFFICIENCY</b>				
<b>Objective A:</b> Allocate and reallocate funds to support priorities and program areas that are significant in meeting the role and mission of the institution.	✓	✓	✓	✓
<b>Objective B:</b> Assess and modify organizational structure and institutional processes to ensure the most effective use of resources.		✓	✓	✓

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 21, 2018**

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**ATTACHMENT 4**

<b>Objective C:</b> Continuously improve campus buildings, grounds, and infrastructure to maximize environmental sustainability and learning opportunities.	✓	✓	✓	✓
<b>Objective D:</b> Create a timetable for the sustainable acquisition and replacement of instruments, machinery, equipment, and technologies and ensure required infrastructure is in place.	✓	✓	✓	✓
<b>Objective E:</b> Identify and secure public and private funding to support strategic plan priorities.		✓	✓	✓



**Appendix 2: Proposed Institutional Measures for Strategic Plan 2019-2023**

**2019-2023 Strategic Plan Draft**

*Context:* In light of the college's updated mission and core themes, a complete review of the goals and objectives has been underway. A representative committee is developing new strategies, objectives, and corresponding performance measures to guide the work of the college. These proposed performance measures are outlined below, and if adopted, will be used alongside of the state-wide performance measures in the 2019-2023 Strategic Plan.

**Goal 1: Strengthen and expand instructional and co-curricular programming**

**Objective 1.A:** Expand course, program and delivery options

**Performance Measure (PM) 1.A.1** Number of fully online, hybrid delivery, and evening/weekend programs

**Objective 1.B:** Ensure high quality program outcomes

**PM 1.B.1** Licensing/ Certification pass rates

**PM 1.B.2** Research Symposium participation

**Objective 1.C:** Expand co-curricular programming

**PM 1.C.1** Student participation in internships and apprenticeships

**PM 1.C.2** Student participation in activities that build a co-curricular transcript

**Goal 2: Increase student enrollment, retention and completion**

**Objective 2.A:** Increase the college's student FTE.

**PM 2.A.1** Direct from high school enrollment

**Objective 2.B:** Increase the number of non-traditional, adult learners enrolled in degree programs.

**PM 2.B.1** Adult learners (age 24 years or older)

**PM 2.B.2** Online Headcount (one or more online classes)

**PM 2.B.3** Direct transfer students

**PM 2.B.4** Degree-seeking nonresident students

**Goal 2: Increase student enrollment, retention and completion (cont.)**

**Objective 2.C: Increase credential output**

- PM 2.C.1 Certificates and Degrees**
- PM 2.C.2 Workforce Training Enrollment**
- PM 2.C.3 Workforce Training Completion**
- PM 2.C.4 Overall Retention Rate**

**Goal 3: Foster inclusion throughout campus culture and processes**

**Objective 3.A: Expand inclusive practices programming for faculty, staff and students.**

- PM3.A.1 Number of faculty and staff participating in inclusive practices programming each year.**

**Objective 3.B: Develop community and other partnerships to enhance student learning and enrich the region.**

- PM 3.B.1 Number of Work Scholar/internship sites (exclude required internships for programs)**
- PM 3.B.2 Number of participants in community enrichment activities**

**Goal 4: Increase and leverage institutional resources to achieve enrollment, employee retention and campus planning objectives.**

**Objective 4.A: Diversify revenue streams to allow for investment in campus programs and infrastructure.**

- PM 4.A.1 Develop new ongoing revenue streams**

**Objective 4.B: Bring the average employee's compensation to 80% of policy**

- PM 4.B.1 Bring 8% of employees to 80% of policy each year.**

**Objective 4.C: Increase grant funding**

- PM 4.C.1 Federal, state, local and private grant funding**

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
JUNE 21, 2018**

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**ATTACHMENT 4**

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**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 21, 2018**

**ATTACHMENT 4**

	State Board of Education Goals			
	<i>Goal 1: A WELL EDUCATED CITIZENRY</i>	<i>Goal 2: INNOVATION AND ECONOMIC DEVELOPMENT</i>	<i>Goal 3: DATA- INFORMED DECISION MAKING</i>	<i>Goal 4: EFFECTIVE AND EFFICIENT EDUCATIONAL SYSTEM</i>
<b>Institution/Agency Goals and Objectives</b>				
<b>GOAL 1: STRENGTHEN AND EXPAND INSTRUCTIONAL AND CO-CURRICULAR PROGRAMMING</b>				
<b>Objective A:</b> Expand course, program and delivery options	✓	✓	✓	✓
<b>Objective B:</b> Ensure high quality program objectives	✓		✓	✓
<b>Objective C:</b> Expand co-curricular programming	✓	✓		✓
<b>GOAL 2: INCREASE STUDENT ENROLLMENT, RETENTION AND COMPLETION</b>				
<b>Objective A:</b> Increase the college's student FTE	✓	✓	✓	✓
<b>Objective B:</b> Increase the number of non-traditional, adult learners enrolled in degree programs	✓	✓		✓
<b>Objective C:</b> Increase credential output	✓			✓

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 21, 2018**

**ATTACHMENT 4**

<b>GOAL 3: FOSTER INCLUSION THROUGHOUT CAMPUS CULTURE AND PROCESSES</b>				
<b>Objective A:</b> Expand inclusive practices programming for faculty, staff and students.	✓			✓
<b>Objective B:</b> Develop community and other partnerships to enhance student learning and enrich the region.	✓	✓		✓
<b>GOAL 4: INCREASE AND LEVERAGE INSTITUTIONAL RESOURCES TO ACHIEVE ENROLLMENT, EMPLOYEE RETENTION AND CAMPUS PLANNING OBJECTIVES</b>				
<b>Objective A:</b> Diversify revenue streams to allow for investment in campus programs and infrastructure.	✓	✓	✓	✓
<b>Objective B:</b> Bring the average employee's compensation to 80% of policy.		✓	✓	✓
<b>Objective C:</b> Increase grant funding		✓	✓	✓



College of Eastern  
Idaho

Strategic Plan 2019-2023

March 16. 2018



FY 2018-2022

Strategic Plan

### MISSION STATEMENT

To provide open-access to affordable, quality education that meets the needs of students, regional employers and community.

### VISION STATEMENT

Our vision is to be a superior community college. We value a dynamic environment as a foundation for building our College into a nationally recognized community college role model. We are committed to educating all students through progressive and proven educational philosophies. We will continue to provide high quality education and state-of-the-art facilities and equipment for our students. We seek to achieve a comprehensive curriculum that prepares our students for entering the workforce, articulation to advance their degree and full participation in society. We acknowledge the nature of change, the need for growth, and the potential of all challenges.

### State Metrics:

#### Timely Degree Completion

- I. Percent of undergraduate, degree-seeking students completing 30 or more credits per academic year at the institution reporting

	FY 2014	FY 2015	FY 2016	FY 2017	Benchmark
Percentage	7	6	8	N/A	>10

- II. Percent of first-time, full-time, freshmen graduating within 150% of time

	FY 2014	FY 2015	FY 2016	FY 2017	Benchmark
Grad Rate %150 IPEDS	57	56	63	59	>65

- III. Total number of certificates/degrees produced, broken out by:

- a) Certificates of at least one academic year  
b) Associate degrees

	FY 2014	FY 2015	FY 2016	FY 2017	Benchmark
Certificates	135	120	120	109	>120
Associate Degrees	103	97	118	121	>130

- IV. Number of unduplicated graduates, broken out by:

- a) Certificates of at least one academic year

b) Associate degrees

	FY 2014	FY 2015	FY 2016	FY 2017	Benchmark
Completers of Certificates	135	120	120	109	>120
Completers of Degrees	104	97	117	121	>130

**Reform Remediation**

- V. Percent of undergraduate, degree-seeking students taking a remediation course completing a subsequent credit bearing course (in the area identified as needing remediation) within a year with a "C" or higher

	FY 2014	FY 2015	FY 2016	FY 2017	Benchmark
Students	111	117	148	134	>145

**Math Pathways**

- VI. Percent of new degree-seeking freshmen completing a gateway math course within two years

	FY 2014	FY 2015	FY 2016	FY 2017	Benchmark
Students	84	86	101	112	>120

**Structured Schedules**

- VII. Number of programs offering structured schedules.

	FY 2014	FY 2015	FY 2016	FY 2017	Benchmark
Percentage	100%	100%	100%	100%	100%

**Guided Pathways**

- VIII. Percent of first-time, full-time freshmen graduating within 100% of time

	FY 2014	FY 2015	FY 2016	FY 2017	Benchmark
FTFT Completers 100%	37%	40%	30%	37%	>40%

*N/A - Has been used to indicate areas where reports or data have not finalized collection for the year in question or that is otherwise unavailable at the time this report was produced.*

**GOAL 1: A Well Educated Citizenry**

The College of Eastern Idaho will provide excellent educational opportunities to enter the workforce or to continue their education with articulation agreements with universities.

**Objective A: Access**

**Performance Measures:**

- I. Annual number of students who have state funded or foundation funded scholarship:

	FY 2014	FY 2015	FY 2016	FY 2017	Benchmark
State Funded	6	2	4	15	>15
Foundation Funded	390	266	296	227	>350



- II. Percentage of high school students who enroll in CEI programs during the first year after graduation:

FY	FY 2014	FY 2015	FY 2016	FY 2017	Benchmark
Percentage of Annual Enrollment who entered CEI within 1 year of High School	13%	16%	18%	27%	>25%

- III. Total degree and certificate production and headcount:

	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Benchmark
Degrees/Certificates	232	240	217	239	228	>260
Completers	231	239	216	237	226	>245

**Objective B: Adult Learner Re-Integration**  
**Performance Measures:**

- I. Number of students enrolled in GED who are Idaho residents  
 II. Number of students who complete their GED  
 III. Number of students who go on to post-secondary education

	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Benchmark
Enrolled	381	323	273	242	N/A	>300
Completed	50	43	21	18	N/A	>30
Went On	168	55	77	141	N/A	>200

*\*numbers are progressive and subject to change as time passes and more students enroll in other schools.*

*\*Currently CEI does not have data for this goal. CEI is collecting data and will report on it beginning in fall of 2018  
 N/A - Has been used to indicate areas where reports or data have not finalized collection for the year in question or that is otherwise unavailable at the time this report was produced.*

**GOAL 2: Innovation and Economic Development**

**Objective A: Workforce Readiness**  
**Performance Measures:**

- I. Number of graduates who found employment in their area of training  
 II. Number of graduates who are continuing their education  
 III. Number of graduates who found employment in related fields

Grad by FY	FY 2014	FY 2015	FY 2016	FY 2017	Benchmark
I. Employed In training area	212	177	195	N/A	>225
II. Continuing education	24	24	35	N/A	>50
III. Employed in related field	170	136	141	N/A	>175

IV. Percentage of students who pass the TSA for certification:

Percentage By FY	FY 2014	FY 2015	FY 2016	FY 2017	Benchmark
TSA Pass Percentage	91%	96%	89%	92.6%	96%

*\*numbers are progressive and subject to change as time passes and more students enroll in other schools.*

*\*Currently CEI does not have data for this goal. CEI is collecting data and will report on it beginning in fall of 2018*  
*N/A - Has been used to indicate areas where reports or data have not finalized collection for the year in question or that is otherwise unavailable at the time this report was produced.*

**GOAL 3: Data-Informed Decision Making**

Objective A: Number of industry recommendations incorporated into career technical curriculum.

Performance measures:

I. Number of workforce training courses created to meet industry needs:

	FY 2014	FY 2015	FY 2016	FY 2017	Benchmark
WFT Courses	514	519	478	650	>625
Misc. Community Events	762	1000	894	2319	>2400

**GOAL 4: Effective and Efficient Educational System**

Objective A: High school senior who choose CEI as their first choice to higher education.

Performance Measures:

I. Total fall enrollment students that are retained or graduate in the following fall:

FA	FA 2013	FA 2014	FA 2015	FY 2017	Benchmark
Grad or still enrolled	463	430	440	463	>480

II. Number of high school students who took a remediation for Math or English:

FY	FY 2014	FY 2015	FY 2016	FY 2017	Benchmark
Number of Students entering within one year of HS and ever taking a remedial course	63	57	55	65	<40

III. Cost per credit hour –Financials as per IPEDS divided by total annual undergraduate credit hours:

FY	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Benchmark
Cost per Credit Hour	\$ 599	\$ 671	\$ 663	\$ 710	\$ 790	\$ <700

IV. Number of students who successfully articulate another institution to further their education:

*FY	FY 2014	FY 2015	FY 2016	FY 2017	Benchmark
Number Continuing On	201	148	84	55	>200

*\*numbers are progressive and subject to change as time passes and more students enroll in other schools.*

*\*Currently CEI does not have data for this goal. CEI is collecting data and will report on it beginning in fall of 2018*

*N/A - Has been used to indicate areas where reports or data have not finalized collection for the year in question or that is otherwise unavailable at the time this report was produced.*

**GOAL 5: Student Centered**

Objective A: CEI faculty provides effective and student centered instruction.

Performance Measures:

- I. Utilization of annual Student Satisfaction Survey results for Student Centeredness. Gap per Noel Levitz Annual Survey:

	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Benchmark
CEI	0.39	0.6	0.33	0.59	N/A	<0.25
PEERS	0.61	0.63	0.6	0.67	N/A	N/A

- II. Fall to Fall Retention - IPEDS Fall Enrollment Report:

	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Benchmark
FTFT Fall-to-Fall Retention	62%	64%	68%	69%	54%	>74%

- III. Utilization of results of Student Satisfaction Survey results for Financial Aid Services. Gap per Noel Levitz Annual Survey:

	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Benchmark
CEI	0.78	0.74	0.65	0.68	N/A	>0.78
PEERS	1.06	1.04	1.01	0.75	N/A	N/A

- IV. Utilization of results of Student Satisfaction Survey results for Financial Aid and the Admission Process (New Student Survey):

	FY 2016	FY 2017	Benchmark
Financial Aid	94%	N/A	98%
Admissions	83%	N/A	98%

Objective B: Tutoring Center provides services to support education success.

Performance Measures:

- I. Tutoring contact hours to support student needs:

	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Benchmark
Hours	6	5	4	5.76	8.5	>6

Objective C: CEI library services meets the expectation of students.

Performance Measures:

- I. Library services meet the expectations of students. Gap per Noel Levitz Annual Survey:

	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Benchmark
CEI	0.6	0.83	0.38	0.19	N/A	>.15
PEERS	0.49	0.44	0.49	0.22	N/A	N/A

Objective D: Increase the reach of the Center for New Directions (CND) to individuals seeking to make positive life changes.

Performance Measures:

- I. Number of applicants/students receiving CND services:

	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Benchmark
Clients Served	518	411	258	273	266	>300

**GOAL 6: Cyber Awareness\***

*\*Currently CEI does not have data for this goal. CEI is collecting data and will report on it beginning in fall of 2018  
N/A - Has been used to indicate areas where reports or data have not finalized collection for the year in question or that is otherwise unavailable at the time this report was produced.*

Objective A: Regular Training

- I. CEI will establish a policy to provide regular training to all faculty and staff on best practices for cybersecurity protection using the DHR's recommendation and requirements.
- II. Annual number of trained faculty and staff.
- III. Benchmark to be 100% in 1 year.

Objective B: Specific Training for Super Users

- I. CEI will identify and track employees with elevated privileges and ensure that training meets their elevated status as a user and provide advanced training.
- II. Annual number of advanced users will be identified and trained.
- III. Benchmark to be 100% in 1 year.

Objective C: Monthly Awareness Emails

- I. CEI will send out monthly Emails to inform employees on new cyber threats and hacking strategies. This will also include "best practices" for computer users.
- II. Benchmark to be monthly record of sent email.

Objective D: Policy Statement to be Signed by all Employees

- I. CEI will compose a policy for computer use on and off campus that relate to CEI activities and concerns. Employees will receive a copy of the policy each year when they sign their contracts.
- II. Benchmark to be 100% for all employees.

**Key External Factors**

Funding:

Many of our strategic goals and objectives assume on-going and sometimes significant additional levels of State legislative appropriations. Recent funding for Career Technical Education has allowed CEI to respond to industry needs in a timely and efficient manner. The enrollment and graduation rates in many of the Career Technical Programs have limited seats available to students with waiting lists. The recent State funding has allowed us to hire new instructors and reduce many of the waiting lists. CEI was funded as a community college which allows us to offer the Associates of Arts and the Associates of Science Degrees for the first time in fall 2018. We are projecting growing enrollment over the next few years due to this funding. We are actively engaged in the “go on” rate in Idaho and working with the local high schools to recruit students.

**CEI initiatives for FY 2019-2024**

**Initiative 1**

CEI is working with local universities to build pathways for students with AA and AS Degrees to complete a Bachelor Degree without loss of credit or time. Currently we have seven pathways to the University of Idaho and ten pathways to Idaho State University. We are also creating 2 plus 2 agreements that have been approved by the Deans of each institution. Currently we have five 2 plus 2 agreements with both the University of Idaho and Idaho State University. This initiative will be active for several years as we build connections to help students go on to complete a Bachelor Degree, reduce surplus courses and save financial dollars.

**Initiative 2**

CEI will continue to reach out to all of the high schools in Region VI to offer Dual Credit. A website has been built and documents are available to introduce students, parents and educators to what CEI will offer as Dual Credit and concurrent credit.

**Initiative 3**

CEI Workforce Training will be expanding partnerships to provide “just in time” training to industry in Region VI. This is always an on-going activity, but there are new plans and opportunities available as we grow as a new community college.

	State Board of Education Goals				
	Goal 1: EDUCATIONAL SYSTEM ALIGNMENT	Goal 2: EDUCATIONAL ATTAINMENT	Goal 3: WORKFORCE READINESS	Goal 4:	Goal 5:
<b>CEI Goals and Objectives</b>					
<b>GOAL 1: A Well Educated Citizenry</b>					
Objective A: Access	X	X	X		
Objective B: Adult Learner Re-Integration	X	X	X		
<b>GOAL 2: Innovation and Economic</b>					
Objective A: Workforce Readiness			X		
<b>GOAL 3: Data-Informed Decision Making</b>					
Objective A: Number of industry recommendations incorporated into career technical curriculum.			X		
<b>GOAL 4: Effective and Efficient Educational</b>					
Objective A: High school senior who choose CEI as their first choice to higher education.	X	X			
<b>GOAL 5: Student Centered</b>					
Objective A: CEI faculty provides effective and student centered instruction.	X	X	X		
<b>GOAL 6: Cyber Awareness</b>					
Objective A: Regular Training	X				
Objective B: Specific Training for Super Users	X				
Objective C: Monthly Awareness Emails					
Objective D: Policy Statement to be Signed by all Employees	X		X		



COLLEGE OF  
SOUTHERN  
IDAHO

2018-2022  
STRATEGIC PLAN

**MISSION STATEMENT**

To provide quality educational, social, cultural, economic, and workforce development opportunities that meet the diverse needs of the communities we serve.

**VISION STATEMENT**

To improve the quality of life of those impacted by our services.

## DEFINITIONS OF MISSION TERMS

**“Provide quality...opportunities that meet...the diverse needs”:** This phrase is operationally defined within the document. Demonstration of mission fulfillment is based upon our ability to meet the performance indicators and benchmarks established in this document. These have been created to establish standards of quality that can be regularly assessed to ensure that we are providing quality opportunities that meet the diverse needs of the communities we serve.

**“Educational”:** Relating to activities typically encompassed by teaching and learning.

**“Social”:** Relating to the welfare of human beings as members of society.

**“Cultural”:** Relating to the customs, traditions, and values of a society.

**“Economic”:** Relating to economic development and economic welfare.

**“Workforce Development”:** Relating to the training of a qualified workforce.

**“Communities we serve”:** The communities we serve include the diverse populations of students, employees, and community members impacted by the college. These communities can be organized in many different ways. They include those living in our eight county service area as well as those who interact with the college from afar. They can also be organized by any number of demographic characteristics which transcend geographical boundaries.

## DEFINITIONS OF PLAN TERMS

**Goal/Core Themes:** Individually, core themes manifest the essential elements of our mission and collectively they encompass the mission. They represent the broad themes that guide planning processes designed to lead to mission fulfillment.

**Objectives:** Planning goals contained within each core theme that collectively lead to fulfillment of the core theme.

**Performance Measures:** Quantitative or qualitative indicator used to measure progress in meeting strategies, objectives, core themes, and ultimately, mission fulfillment.

**Critical Success Activity:** A specific action item that must be completed in order to reach fulfillment of a strategy, objective, or core theme.

**Benchmarks:** Targets established by the college in an effort to assess achievement, track progress over time, and set goals for improvement.



**GOAL/CORE THEME 1: COMMUNITY SUCCESS**

As a community college, we are committed to responding to the diverse needs of the communities we serve and to taking a leadership role in improving the quality of life of the members of those communities.

**Objective A:** Strengthen the communities we serve

**Performance Measure:**

- I. The College of Southern Idaho's mission fosters interaction between the College and the people of the diverse communities it serves both geographically and demographically. The College measures performance of this important mission component by emphasizing human connectivity and cultural awareness through support of such activities as the Herrett Forum Lecture Series, Arts on Tour, and the Magic Valley Refugee Day, among many others. Additionally, CSI offers public events such as intercollegiate athletics, community education, and various camps and artistic performances in order to encourage learning and community interaction as well as for sheer entertainment. Finally, the College strengthens the community through its support of Head Start, the Office on Aging, and the Refugee Center, among other ancillary agencies. The College further strengthens the community with a commitment to sustainability and civility.

**Benchmark:** Because of the breadth and diversity of this objective, it is continually assessed at the program level as an observable objective rather than a quantifiably measurable objective.<sup>1</sup>

**Objective B:** Cultivate economic partnerships across the communities we serve

**Performance Measure:**

- I. The College of Southern Idaho's mission promotes active participation in the economic development of the communities we serve. CSI measures performance in fulfilling this mission component through continued membership and active participation in such organizations as the Southern Idaho Economic Development Council (SIEDO), Jerome 20/20, Business Plus, Region IV Development (RIVDA), and Sun Valley Economic Development (SVED), among others. CSI also maintains active participation as a member of various chambers of commerce throughout the region along with other economic development agencies. While the College is never the sole reason that new companies move to the area, or that existing companies thrive, we strive to be a major contributor to both of these outcomes.

**Benchmark:** Because of the breadth and diversity of this objective, it is continually assessed at the specific program level as an observable objective rather than a quantifiably measurable objective.<sup>1</sup>

**Objective C:** Meet the workforce needs of the communities we serve

**Performance Measures:**

- I. Total Unduplicated Headcount of Workforce Training Completers and Total Course Completions (Sources: State Workforce Training Report and Internal Reporting)

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
NA Headcount 3,137 Completions	1,618 Headcount 4,319 Completions	1,852 Headcount 9,478 Completions	1,972 Headcount 5,761 Completions	Meet the workforce training needs of our area as determined by industry

**Benchmark:** Meet the workforce training needs of our area as determined by industry <sup>2</sup> (by 2019)

- II. Unduplicated headcount of graduates over rolling 3-year average of CTE Full Time Equivalency (FTE) (Source: IPEDS Completions and Internal Reporting)

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
NA	51% (422/834)	54% (413/759)	51% (370/723)	55%

**Benchmark:** 55% <sup>3</sup> (by 2019)

- III. Placement of Career Technical Education Completers (Source: Idaho CTE Follow-Up Report)

FY13 (2014-2015)	FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	Benchmark
86.1%	93.4%	97.2%	92.6%	92.3%

**Benchmark:** Maintain placement at or above the average for the previous four years (92.3%) <sup>4</sup> (by 2019)

**GOAL/CORE THEME 2: STUDENT SUCCESS**

As an institution of higher education, we exist to meet the diverse educational needs of the communities we serve. Above all institutional priorities is the desire for every student to experience success in the pursuit of a quality education.

**Objective A:** Foster participation in post-secondary education

**Performance Measures:**

**I. Annual Institutional Unduplicated Headcount (Source: PSR 1 Annual Enrollment Report)**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
11,747	10,686	10,912	12,091	2% increase

Benchmark: 2% increase (by 2019)

**II. Annual Institutional Full Time Equivalency (FTE) Enrollment (Source: PSR 1 Annual Enrollment Report)**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
4,468.17	4,153.70	3,956.55	3,942.67	Reverse trend of post-recession declining enrollment

Benchmark: Reverse trend of post-recession declining enrollment (by 2019)

**III. Dual Credit Enrollment by Credit and Headcount (Source: State Board of Education Dual Credit Report)**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
12,171 credits 2,486 headcount	16,331 credits 3,178 headcount	18,155 credits 3,942 headcount	25,680 credits 5,353 headcount	TBD

Benchmark: TBD (by 2019)

**IV. Tuition and Fees (Source: College of Southern Idaho)**

FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
\$115 (-12.3%)	\$120 (-10.2%)	\$130 (-4.8%)	\$130 (-4.5%)	Maintain tuition at +/- 5% of average of other Idaho community colleges

Benchmark: Maintain tuition at +/- 5% of average of other Idaho community colleges (by FY2019)

**V. Hispanic/Latino Enrollment (Source: College of Southern Idaho)**

FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
NA	21.37%	21.31%	22.87%	25%

Benchmark: 25% (by FY2020)

**Objective B:** Reinforce a commitment to instructional excellence

**Performance Measures:**

**I. Student Satisfaction Rate with Overall Educational Experience (Source: Community College Survey of Student Engagement)**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
90%	87%	90%	90%	90%

Benchmark: 90% (by FY2019)

**Critical Success Activity:**

- Fully develop a 3-5 year comprehensive faculty and instructional improvement and professional development plan:
  - Develop qualification protocol for online instruction and pilot implementation
  - Develop and expand the Effective Teaching Academy
- Continue implementation of adjunct and dual credit professional development program

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**Objective C:** Support student progress toward achievement of educational goals

**Performance Measures:**

- I. Percentage of first-time, full-time, degree seeking students retained or graduated the following year (excluding death or permanent disability, military, foreign aid service, and mission) (Source: IPEDS)

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
56%	56%	57%	60%	61%
(574/1,020)	(441/783)	(382/672)	(366/606)	
Fall 2012	Fall 2013	Fall 2014	Fall 2015	
Cohort	Cohort	Cohort	Cohort	

Benchmark: 61% <sup>11</sup> (by FY2019)

- II. Percentage of students retained from fall to spring (Source: Voluntary Framework of Accountability)

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
70.1%	66.7%	71.6%	71.6%	73%
(1,524/2,175)	(1,093/1,638)	(1,184/1,653)	(1,123/1,569)	
Fall 2011	Fall 2012	Fall 2013	Fall 2014	
Cohort	Cohort	Cohort	Cohort	

Benchmark: 73% <sup>12</sup> (by FY2019)

- III. Number of degrees/certificates produced annually (Source: IPEDS Completions) *New Statewide Performance Measure*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
198 Certificates	179 Certificates	192 Certificates	151 Certificates	NA
880 Degrees	845 Degrees	919 Degrees	817 Degrees	

Benchmark: NA <sup>13</sup>

- IV. Unduplicated headcount of graduates over rolling 3-year average of degree seeking FTE (Source: IPEDS Completions and PSR 1 Annual Degree Seeking FTE)

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
22.9%	25.1%	30.0%	29.9%	31%
(963/4,211)	(970/3,860)	(1,035/3,454)	(951/3,184)	

Benchmark: 31% <sup>14</sup> (by FY2019)

- V. Percentage of degree seeking students taking a remedial course who complete a subsequent credit bearing course with a C or higher within one year of remedial enrollment (Source: College of Southern Idaho) *New Statewide Performance Measure*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
35%	38%	53%	54%	TBD

Benchmark: TBD <sup>15</sup> (by FY2019)

- VI. Percentage of first time degree seeking students completing a gateway math course within two years of enrollment (Source: College of Southern Idaho) *New Statewide Performance Measure*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
28%	29%	32%	34%	TBD

Benchmark: TBD <sup>16</sup> (by FY2019)

- VII. Percentage of students completing 30 or more credits per academic year (Source: College of Southern Idaho) *New Statewide Performance Measure*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
7.0%	7.3%	7.4%	7.1%	10%

Benchmark: 10% <sup>17</sup> (by FY2021)

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- VIII. Percentage of students who successfully reached semester credit hours of 24 credits for part-time and 42 credits for full-time by the end of the second academic year (Source: Voluntary Framework of Accountability)

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
46.3%	33.5%	58.3%	59.5%	
646/1394	324/968	813/1395	609/1023	61%
(Fall 2011 Cohort)	(Fall 2012 Cohort)	(Fall 2013 Cohort)	(Fall 2014 Cohort)	

Benchmark: 61% <sup>18</sup> (by FY2019)

- IX. Percentage of first-time, full-time degree/certificate seeking students who graduate within 150% of time (Source: IPEDS) *New Statewide Performance Measure*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
18%	19%	20%	21%	
(186/1,011)	(180/966)	(191/976)	(181/843)	22%
Fall 2010 Cohort	Fall 2011 Cohort	Fall 2012 Cohort	Fall 2013 Cohort	

Benchmark: 22% <sup>19</sup> (by FY2019)

- X. Percentage of first-time, full-time degree/certificate seeking students who graduate within 100% of time (Source: IPEDS) *New Statewide Performance Measure*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
7%	8%	9%	10%	
(75/1,011)	(75/966)	(83/976)	(84/843)	11%
Fall 2010 Cohort	Fall 2011 Cohort	Fall 2012 Cohort	Fall 2013 Cohort	

Benchmark: 11% <sup>20</sup>

- XI. Percent of students who have completed a certificate or degree, transferred without completing a certificate or degree, or are still enrolled (Source: Voluntary Framework of Accountability)

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
60%	57.9%	60.4%	61.1%	
638/1,060	525/906	842/1,395	(838/1,372)	62%
Fall 2007 Cohort	Fall 2008 Cohort	Fall 2009 Cohort	Fall 2010 Cohort	

Benchmark: 62% <sup>21</sup> (by FY2019)

- XII. Number of programs offering structured schedules (Source: CSI Advising Materials) *New Statewide Performance Measure*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
100%	100%	100%	100%	100%

Benchmark: TBD <sup>22</sup> (by FY2019)

- XIII. Median credits earned at graduation (Source: College of Southern Idaho)

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
78	77	75	73	70

Benchmark: 70 <sup>23</sup> (by FY2019)

- XIV. Would you recommend this college to a friend or family member? (Source: Community College Survey of Student Engagement)

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
97%	97%	98%	97%	97%

Benchmark: 97% <sup>24</sup> (by FY2019)

**Objective D:** Provide evidence of achievement of student learning outcomes

**Performance Measures:**

- I. **Critical Success Activity:** Finalize assessment of General Education program student learning outcomes; gather and interpret data  
**Critical Success Activity:** Initial implementation of General Education Program Student Learning Outcomes Plan with 100% participation  
**Benchmark:** 100% compliance <sup>25</sup> (FY2019)
- II. **Critical Success Activity:** Finalize program level student learning outcome assessment for all programs; gather and interpret data  
**Critical Success Activity:** Initial implementation of Program Level Student Learning Outcomes Plan with 100% participation  
**Benchmark:** 100% compliance <sup>26</sup> (FY2019)

**Objective E:** Offer opportunities for student engagement that go beyond the classroom

**Performance Measures:**

- I. **Participation in college-sponsored activities (organizations, campus publications, student government, intercollegiate or intramural sports, etc.)** (Source: Community College Survey of Student Engagement)

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
25%	23%	29%	27%	30%

**Benchmark:** 30% <sup>27</sup> (by FY2019)

**GOAL/CORE THEME 3: INSTITUTIONAL STABILITY**

Sustainable community and student success can only come from a solid institutional foundation. The stability of our institution is dependent upon ensuring that we have adequate capacity and resources to ensure the effectiveness of our operations.

**Objective A:** Provide employees with a work environment that values employee success and satisfaction

**Performance Measures:**

- I. **Chronicle of Higher Education Great Colleges to Work For Survey**  
**Benchmark:** TBD <sup>28</sup> (To be established in 2019)

**Objective B:** Ensure that the college maintains the financial resources necessary to meet its mission

**Performance Measures:**

- I. **Undergraduate Cost Per Credit:** IPEDS instruction, academic support, student services, institutional support, and other expenses and deductions, divided by annual weighted credit hours (Sources: Cost: IPEDS Finance Survey, Part C; Credits: Weighted PSR 1.5 [including non-resident] plus CTE credits weighted at 1.0)

FY13 (2012-2013)	FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	Benchmark
NA	\$ 277.30 (\$50,266,494/ 181,270)	\$262.36 (\$44,004,146/ 167,724)	\$306.37 (\$48,285,971/ 157,609)	Less than \$300

**Benchmark:** Less than \$300 <sup>29</sup> (by FY2019)

- II. **Unduplicated headcount of all undergraduate degrees and certificates divided by \$100,000 of spending in IPEDS categories of instruction, academic support, student services, institutional support, and other expenses and deductions.** (Source: IPEDS Completions of any degree or certificate; IPEDS Finance Survey, Part C)

FY13 (2012-2013)	FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	Benchmark
NA	1.916 (963/\$502.66)	2.204 (970/\$440.04)	2.143 (1,035/\$482.86)	2.3

**Benchmark:** 2.3 <sup>30</sup> (by FY2019)

**III. Institutional reserves equal to three months of general fund budget. (Source: College of Southern Idaho)**

<b>FY13 (2013-2014)</b>	<b>FY14 (2014-2015)</b>	<b>FY15 (2015-2016)</b>	<b>FY16 (2016-2017)</b>	<b>Benchmark</b>
<b>23.6%</b>	<b>17.2%</b>	<b>22.5%</b>	<b>27.3%</b>	<b>25%</b>

**Benchmark: 25% <sup>31</sup> (by FY2019)**

**Objective C:** Maintain a strong relationship with the CSI Foundation

**Performance Measures:**

**I. Total Dollar Amount Awarded to Students by the CSI Foundation**

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
<b>\$1.76 million</b>	<b>\$1.78 million</b>	<b>\$1.76 million</b>	<b>\$1.69 million</b>	<b>\$1.74 million</b>

**Benchmark: \$1.74 million (a 3% increase over the previous year) <sup>32</sup> (by FY2019)**

**Objective D:** Enhance infrastructure resources to ensure the college is safe, sustainable, and inviting to all of the members of our communities

**Performance Measures:** This measure is under development

**I. Potential measures tied to: Maintenance, Clery Report, IT service/availability, Cybersecurity**

**Benchmark: TBD <sup>33</sup> (To be established in 2019)**

**KEY EXTERNAL FACTORS:**

There are numerous external factors that could impact the execution of the College of Southern Idaho's Strategic Plan. These include, but are not limited to:

- Changes in the unemployment rate which has been show to significantly impact enrollment;
- Changes in local, state, and/or federal funding levels;
- Changes to regional accreditation requirements;
- Circumstances of and strategies employed by our partners (e.g. K-12, higher education institutions, local industry);
- Legal and regulatory changes.

**EVALUATION PROCESS:**

The College of Southern Idaho Strategic Plan is evaluated annually by its locally elected Board of Trustees. Benchmarks are established and evaluated throughout the year by the College's Strategic Planning Steering Committee and by College administration. The College reports on achievement of benchmarks annually to the College of Southern Idaho Board of Trustees and to the Idaho State Board of Education.

<sup>1</sup>The college has chosen to classify this as an observable benchmark rather than a measurable bench mark. Our performance in strengthening our community and supporting economic development is tied to the College's support and involvement in numerous events, activities, projects, and agencies throughout our service region. These are constantly evaluated through interaction with our constituents at the individual program level. These self-assessments and evaluations provide information used for on-going improvement through our annual strategic planning review and revision cycle. Rather than setting a quantitative benchmark for this performance measure, the College chooses to assess fulfillment of this objective through these program level observations.

<sup>2</sup>The college has chosen to classify this as an observable benchmark rather than a measurable benchmark. Workforce enrollment fluctuates significantly based upon economic conditions outside of the College's control. Annually, CSI expects to meet all workforce training request made by industry partners. Further, the College is continually seeking new avenues for workforce training that will benefit the communities we serve. Rather than setting a quantitative benchmark for this performance measure, the College chooses to assess fulfillment of this objective through these program level observations.

<sup>3</sup>CSI Career Technical Education (CTE) students are enrolled in short-term and 1-Year Certificate Programs along with 2-Year Associate of Applied Science Programs. Given that it takes two years to graduate with an Associate of Applied Science Degree and one year to graduate with most Technical Certificates, we would expect 55% of our CTE students to complete each academic year.

<sup>4</sup>This benchmark has been established based upon an average of the past four years of placement. While the current benchmark is below the most recent annual placement level, external forces (e.g. unemployment rate) can significantly impact achievement of this benchmark.

<sup>5</sup>Matching the FY 2016 2% increase would put enrollment on a positive trend after several years of declines.

<sup>6</sup>As has been the case with college enrollment across the nation, CSI FTE has been declining. Rather than setting a benchmark for growth, the College's current goal is to reverse this trend of declining FTE. Once that goal has been achieved, a growth benchmark will be established.

<sup>7</sup>The college is working to establish a benchmark for dual credit enrollment that accounts for instructional capacity, regional capacity, and quality assurance. This metric is current under development.

<sup>8</sup>This benchmark has been established to ensure that tuition aligns with peer institutions in the state and remains affordable for students.

<sup>9</sup>This benchmark reflects the estimated Hispanic/Latino population in the College's eight county service area. The enrollment calculation is based upon the US Department of Education's IPEDS enrollment calculation for Hispanic Serving Institution Designation. (The sum of the number of students enrolled full-time at an institution, plus the full-time equivalent of the number of students enrolled part time [determined on the basis of the quotient of the sum of the credit hours of all part-time students divided by 12] at the institution.)

<sup>10</sup>Ninety percent is a reasonable target considering that comparison schools have averaged 85% during this same time period. Students are asked, "How would you evaluate your entire educational experience at this college?" (Percentage reflects those marking "Good" or "Excellent")

Source Note: The *Community College Survey of Student Engagement* (CCSSE) is an annual survey administered to community college students across the nation by the Center for Community College Student Engagement. CSI participates in the survey annually during the spring semester. In this metric, "comparison schools" consist of all other schools participating in the CCSSE during that term. Approximately 300 schools participated in the CCSSE during the current assessment period.

<sup>11</sup>The 61% benchmark for first-time, full-time students has been set as a stretch benchmark in light of several college initiatives focused on retaining students, and in recognition of Goal 2, Objective A of the Idaho State Board of Education Strategic Plan.

<sup>12</sup>The 73% benchmark for first-time in college students has been set as a stretch benchmark in light of several college initiatives focused on retaining students, and in recognition of Goal 2, Objective A of the Idaho State Board of Education Strategic Plan. To add additional context to this measure, the College of Western Idaho earned a 67.3% on this metric while North Idaho College earned a 76.1% during the assessment period.

<sup>13</sup>Because degree completion is directly tied to enrollment, the college has not chosen to set a benchmark for this metric. Metric 2.C.IV (see footnote #14) examines completion in relation to enrollment and is benchmarked.

<sup>14</sup>The 31% benchmark has been established as a stretch benchmark in light of several initiatives the college has undertaken to increase graduation rates and in alignment with Goal 1, Objective C of the Idaho State Board of Education Strategic Plan.

<sup>15</sup>The College is working to move students initially placed into remediation into successful college level coursework as quickly as possible. Because this is a new State of Idaho metric and due to significant changes in remediation at the college over the past few years, insufficient data exist to set a benchmark at this time.

<sup>16</sup>In recognition of data showing that math can be a significant barrier to student success, the college is working to get students through their college gateway math class as soon as possible in their college experience. Because this is a new State of Idaho metric and due to significant changes in remediation at the college over the past few years, insufficient data exist to set a benchmark at this time.

<sup>17</sup>In recognition of data showing that students who complete 30 or more credits per year have more long term success in college than students who do not, the college is working to encourage students to enroll in 30 or more credits per year. The college is implementing policies that it hopes will move this population to 10% by FY2021.

<sup>18</sup>The 61% benchmark has been established as a stretch benchmark in light of several initiatives the college has undertaken to increase graduation rates and in alignment with Goal 2, Objective B of the Idaho State Board of Education Strategic Plan.

<sup>19</sup>The 22% benchmark has been established in light of the recent positive trend in this area, several initiatives the college has undertaken to increase graduation rates, and in alignment with Goal 2, Objective B of the Idaho State Board of Education Strategic Plan.

<sup>20</sup>While the IPEDS 100% of time to completion metric is unrealistic for community colleges given the enrollment patterns of our students, the College has set a benchmark to improve this percentage to 11%. The college also measures and benchmarks completion based metric 2.C.XI (see footnote 21) which is tied to the VFA Six Year Completion rate.

<sup>21</sup>The current target is a stretch benchmark. It should be noted that this measure is based on a six-year cohort. Therefore, progress on college initiatives targeted at completion may take longer to appear in this metric.

<sup>22</sup>100% of college programs offer structure schedules. This is a State of Idaho metric and the college benchmark will be 100% compliance.

<sup>23</sup>The College is working to reduce the number of credits earned at graduation by students who began their college career at CSI and are 23 or younger to 70 or fewer. Student over 23 are often returning to school after earning credits at an earlier point in time. Those past credits often inflate the final total of credits at graduation.

<sup>24</sup>CSI has consistently received scores averaging 97% on this metric. The college seeks to maintain this high level of satisfaction from year to year. Cohort colleges scored 94% on this metric in the most current assessment year. Students are asked, "Would you recommend this college to a friend or family member?" (Percentage reflects those marking "Yes.")

<sup>25</sup>The college is in the pilot phase of a new program of General Education Student Learning Outcomes Assessment. As this pilot moves into full production, benchmarks will be established in future years. At present, the crucial success activity for FY19 is to have 100% of the general education program compliant with participation.

<sup>26</sup>The college is in the pilot phase of a new program of General Education Student Learning Outcome Assessment. As this pilot moves into full production, benchmarks will be established in future years. At present, the crucial success activity for FY19 is to have 100% of programs compliant with participation.

<sup>27</sup>Students are asked about time spent, "participating in college-sponsored activities (organizations, campus publications, student government, intermural sports, etc." This benchmark reflects the College's work to increase participation in these areas. Cohort colleges scored 20% on this metric in the most current assessment year.

<sup>28</sup>CSI will participate in the Chronicle of Higher Education's *Great Colleges to Work For* survey in the spring of 2018. Data from this survey will be used to assess and set future benchmarks for this objective.

<sup>29</sup>This benchmark was aligned with Goal 4, Objective C in the 2018-2023 Idaho State Board of Education Strategic Plan and is currently well below the State Board target of \$320 per undergraduate weighted student credit hour. Note: This metric has undergone several revisions over the past few years. Additionally, CSI has altered its reporting methodology for IPEDS financials. These factors have eliminated the ability to provide comparative data for 2012-2013 and have led to revised figures for other years compared to previous reports. (Methodology: Use weighted credit hours from PSR 1.5 for an academic year (ex. 2015-2016 [available August of end year]) and financials from the same fiscal year [available April of following year]).

<sup>30</sup> This benchmark was aligned with Goal 4, Objective C in the 2018-2023 Idaho State Board of Education Strategic Plan and is currently well above the State Board target of 1.7 graduates per \$100,000. Note: This metric has undergone several revisions over the past few years. Additionally, CSI has altered its reporting methodology for IPEDS financials. These factors have eliminated the ability to provide comparative data for 2012-2013 and have led to revised figures for other years compared to previous reports.

<sup>31</sup>The college ensures that it maintains a 3 month (25% annual) reserve to ensure a stable fiscal environment. This meets generally accepted business practices. While the college has been above 25% for the past four years, exact figures are still being calculated as this is a new measure.

<sup>32</sup> This benchmark recognizes a growth target for total scholarship dollars awarded for each year. The current goal is a 3% annual increase and is established by the College of Southern Idaho Foundation.

<sup>33</sup> This measure is under development as is set to be established by FY19.



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**JUNE 21, 2018**

**ATTACHMENT 6**

Alignment with Idaho State Board of Education 2019-2024 Strategic Plan	State Board of Education Goals		
	Goal 1: EDUCATIONAL SYSTEM ALIGNMENT	Goal 2: EDUCATIONAL ATTAINMENT	Goal 3: WORKFORCE READINESS
<b>College of Southern Idaho Goals and Objectives</b>			
<b>GOAL 1: Community Success</b>			
<i>Objective A: Strengthen the communities we serve</i>			✓
<i>Objective B: Cultivate economic partnerships across the communities we serve</i>			✓
<i>Objective C: Meet the workforce needs of the communities we serve</i>			✓
<b>GOAL 2: Student Success</b>			
<i>Objective A: Foster participation in post-secondary education</i>	✓	✓	✓
<i>Objective B: Reinforce a commitment to instructional excellence</i>	✓	✓	✓
<i>Objective C: Support student progress toward achievement of educational goals</i>	✓	✓	✓
<i>Objective D: Provide evidence of achievement of student learning outcomes</i>	✓	✓	✓
<i>Objective E: Offer opportunities for student engagement that go beyond the classroom</i>	✓	✓	✓
<b>GOAL 3: Institutional Stability</b>			
<i>Objective A: Provide employees with a work environment that values employee success and satisfaction</i>			
<i>Objective B: Ensure that the college maintains the financial resources necessary to meet its mission</i>			
<i>Objective C: Maintain a strong relationship with the CSI Foundation</i>		✓	✓
<i>Objective D: Enhance infrastructure resources to ensure the college is safe, sustainable, and inviting to all of the members of our communities</i>			

**March 15, 2018**

**NIST Cybersecurity Framework and Critical Security Controls 1-5 Adoption**

Since December 2015, the College of Southern Idaho (CSI) has incrementally aligned itself to industry best practices by adopting ITIL principles including IT Service Management as its primary operational framework. This approach has resulted in greater stability with production systems and services across the institution. This approach has also enabled CSI to proactively address capability gaps with cybersecurity planning, prevention, and intervention efforts.

In support of Idaho Governor's Executive Order 2017-02, CSI has taken aggressive steps to ensure compliance with the first five cybersecurity controls published by the Center for Internet Security (CIS) referenced in the order. Although the Executive Order only references Controls 1-5, CSI intends on continuing efforts to implement capabilities spanning all 20 CIS Controls.

Progress has been greatly hindered by noticeable technical staffing shortages, gaps in digital security competency, and insufficient funding. The previous legislative cycle included line item funding requests to assist CSI's efforts to fill these gaps. Because the legislative request was not funded, CSI will not achieve full compliance with the first 5 CIS Controls by July 1, 2018.

CSI remains unwavering in its commitment to achieve a realistic level of compliance with the first 5 CIS Controls and developing capabilities across the remaining 15 CIS Controls as opportunity arises. CSI participates in regular planning and strategy meetings with all of Idaho's public higher education institutions with specific focus on cybersecurity readiness. The collective of those involved in these activities provide opportunities to share knowledge and best practices about cybersecurity and ways we can support each other to improve protections for all public higher education institutions across the state of Idaho.

**Progress to Date:**

- Launched Incident Management program December 2015.
- Launched Change Management program March 2016.
- Launched Contract Management program July 2016.
- Launched ERP Governance Council with oversight of operational maturity and data integrity January 2017.
- Launched formal Patch Management program for all managed devices May 2017.
- Completed EDUCAUSE Security Maturity Framework Self-Assessment June 2017.
- Completed current profile assessment for CIS Critical Controls 1-5 November 2017.
- Completed current profile assessment for CIS Controls 6-20 January 2018.
- Provided formal in-person presentation to President's Cabinet about compliance status March 2018.

**Planned Activities thru FY2019:**

Some CIS controls outlined below are implemented, partially or fully, but are noted to validate the implementation of the controls. Items that are not implemented yet require additional review as to their feasibility based upon available funding, implications to the enterprise architecture, disruption to business operations and processes, and capability relevance.

- CIS 1.1: Implement automated asset discovery tool for all managed client-server devices.
- CIS 1.2: Implement trusted device validation services on wired and wireless networks.
- CIS 1.3: Implement DHCP server logging.
- CIS 1.4: Implement asset management system.
- CIS 1.5: Explore feasibility for network-level authentication for 802.1x networks.
- CIS 1.6: Explore feasibility for client certificates to managed devices.
- CIS 2.1: Explore feasibility for device-specific application inventory.
- CIS 2.2: Explore feasibility for application whitelisting.
- CIS 2.3: Implement enterprise software inventory for all operating systems.
- CIS 2.4: Implement virtualization for high-risk applications.
- CIS 3.1: Implement infrastructure for configuration management.
- CIS 3.2: Implement infrastructure for “gold” image management.
- CIS 3.3: Implement library for image management.
- CIS 3.4: Implement remote administration using secure channels.
- CIS 3.5: Explore feasibility for file integrity checks/scans.
- CIS 3.6: Implement automated system configuration settings.
- CIS 4.1: Explore feasibility for vulnerability scanning.
- CIS 4.2: Explore feasibility for event log comparison to vulnerability scanning results.
- CIS 4.3: Explore feasibility for vulnerability scans in authenticated mode.
- CIS 4.4: Explore feasibility for vulnerability intelligence services.
- CIS 4.5: Implement automated patch management.
- CIS 4.6: Explore feasibility for log monitoring services for administrator activities.
- CIS 4.7: Explore feasibility for historical analytics of vulnerability scans.
- CIS 5.1: Explore feasibility for administrator access controls.
- CIS 5.2: Implement inventory of administrator accounts and personnel access.
- CIS 5.3: Implement password management protocols.
- CIS 5.4: Implement administrator account alerting system.
- CIS 5.5: Explore feasibility for alerting system that monitors failed logon attempts.
- CIS 5.6: Explore feasibility for multi-factor authentication of administrator accounts.
- CIS 5.7: Explore feasibility for 14-character password policies.
- CIS 5.8: Explore feasibility for dual-account access for system administrators.
- CIS 5.9: Explore feasibility for dedicated system for administrator tasks.



Updated March, 2018

# College of Western Idaho

## Strategic Plan 2019 – 2023

### STATUTORY AUTHORITY

This plan has been developed in accordance with Northwest Commission on Colleges and Universities (NWCCU) and Idaho State Board of Education standards. The statutory authority and the enumerated general powers and duties of the Board of Trustees of a junior (community) college district are established in Sections 33-2101, 33-2103 to 33-2115, Idaho Code.

### MISSION STATEMENT

*The College of Western Idaho expands learning and life opportunities, encourages individual advancement, contributes to Idaho's economic growth, strengthens community prosperity, and develops leaders.*

### VISION STATEMENT

*By 2040, the College of Western Idaho will be a best-in-class, comprehensive community college that will influence individual advancement and the intellectual and economic prosperity of Western Idaho. By providing a broad range of highly accessible learning opportunities, this Vision will be realized through the College's Presence, Practice, and Impact.*

### GOAL 1: Advance Student Success

*CWI values its students and is committed to supporting their success in reaching their educational and career goals.*

**Objective A:** Improving Student Retention, Persistence, and Completion

### Performance Measures:

#### ***I. Increase percent of credit students who persist from term to term***

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
<b>69%</b>	<b>68%</b>	<b>67%</b>	<b>68%</b>	<b>&gt;=71%</b>

**Benchmark:** *Term to term persistence rates will meet or exceed 71% by 2022. The benchmark was established based on past years' performance and with the intent of being a stretch goal that is specific, measurable, attainable, relevant, and time-bound (SMART).*

**II. Number of degrees/certificates produced annually (IPEDS Completions)**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
<b>Degrees</b>				
895	895	996	979	>=1,000
<b>Certificates of at least 1 year</b>				
110	191	229	240	>=300

**Benchmark (state-wide performance measure):** Number of degrees produced annually (IPEDS completions) will meet or exceed 1,000 degrees by 2023. The benchmark was established based on past years' performance and with the intent of being a stretch goal that is specific, measurable, attainable, relevant, and time-bound (SMART).

**Benchmark (state-wide performance measure):** Number of certificates of at least one year produced annually (IPEDS completions) will be meet or exceed 300 certificates by 2023. The benchmark was established based on past years' performance and with the intent of being a stretch goal that is specific, measurable, attainable, relevant, and time-bound (SMART).

**III. Number of unduplicated graduates (IPEDS Completions)**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
<b>Degrees</b>				
822	824	910	893	>=975
<b>Certificates of at least 1 year</b>				
95	161	226	240	>=275

**Benchmark (state-wide performance measure):** Number of unduplicated graduates with degrees (IPEDS completions) will be greater than or equal to 975 by 2023. The benchmark was established based on past years' performance and with the intent of being a stretch goal that is specific, measurable, attainable, relevant, and time-bound (SMART).

**Benchmark (state-wide performance measure):** Number of unduplicated graduates with certificates of at least one year (IPEDS completions) will be greater than or equal to 275 by 2023. The benchmark was established based on past years' performance and with the intent of being a stretch goal that is specific, measurable, attainable, relevant, and time-bound (SMART).

**IV. Percentage of students completing 30 or more credits per academic year**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
15%	18%	18%	20%	>=22%

**Benchmark (state-wide performance measure):** Percentage of students completing 30 or more credits per academic year will meet or exceed 22% by 2023. The benchmark was established based on past years' performance and with the intent of being a stretch goal that is specific, measurable, attainable, relevant, and time-bound (SMART).

**V. Percentage of first-time, full-time degree/certificate seeking students who graduate within 150% of time (IPEDS Graduation Rates)**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
Fall Cohort 2010 10%	Fall Cohort 2011 9%	Fall Cohort 2012 11%	Fall Cohort 2013 13%	>=16%

**Benchmark (state-wide performance measure):** Percentage of first-time, full-time degree/certificate seeking students who graduate within 150% of time (IPEDS Graduation Rates) will meet or exceed 16% by 2023. The benchmark was established based on past years' performance and

with the intent of being a stretch goal that is specific, measurable, attainable, relevant, and time-bound (SMART).

**VI. Percentage of first-time, full-time degree/certificate seeking students who graduate within 100% of time (IPEDS Graduation Rates)**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
Fall Cohort 2010 4%	Fall Cohort 2011 3%	Fall Cohort 2012 6%	Fall Cohort 2013 3%	>=5%

**Benchmark (state-wide performance measure):** Percentage of first-time, full-time degree/certificate seeking students who graduate within 100% of time (IPEDS Graduation Rates) will meet or exceed 5% by 2023. The benchmark was established based on past years' performance and with the intent of being a stretch goal that is specific, measurable, attainable, relevant, and time-bound (SMART).

**Objective B: Developing Effective Educational Pathways**

**Performance Measures:**

**I. Increase percent of CWI Dual Credit students who transition to CWI programs within one year of high school graduation.**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
12%	13%	13%	Not yet available	1% annual increase

**Benchmark:** Increase the number of Dual Credit students who transition to CWI programs within one year of graduation by 1% annually. The benchmark was established based on past years' performance and with the intent of being a stretch goal that is specific, measurable, attainable, relevant, and time-bound (SMART).

**II. Percentage of degree seeking students taking a remedial course who complete a subsequent credit bearing course with a C or higher within one year of remedial enrollment**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
English: 65% Math: 63%	English: 97% Math: 54%	English: 96% Math: 40%	English: 98% Math: 54%	English: 100% Math: >=65%

**Benchmark (state-wide performance measure):** Percentage of degree seeking students taking a remedial course who complete a subsequent credit bearing course with a C or higher within one year of remedial enrollment will be 100% for English and will meet or exceed 65% for Math by 2023. The benchmark was established based on past years' performance and with the intent of being a stretch goal that is specific, measurable, attainable, relevant, and time-bound (SMART).

**III. Percentage of first time degree seeking students completing a gateway math course within two years of enrollment**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
27%	28%	28%	22%	>=25%

**Benchmark (state-wide performance measure):** Percentage of first time degree seeking students completing a gateway math course within two years of enrollment will meet or exceed 25% by 2023. The benchmark was established based on past years' performance and with the intent of being a stretch goal that is specific, measurable, attainable, relevant, and time-bound (SMART).

**IV. Percentage of programs offering structured schedules.**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
100%	100%	100%	100%	100%

**Benchmark (state-wide performance measure):** Percentage of programs offering structured schedules will be 100% by 2023. The benchmark was established based on past years' performance and with the intent of being a stretch goal that is specific, measurable, attainable, relevant, and time-bound (SMART).

**Objective C:** Developing Effective Educational and Career Pathways and Transfer Opportunities**I. Increase percentage of students completing transfer programs who enroll at a four-year institution within one year of completion**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
53%	53%	52%	Not yet available	>=60%

**Benchmark:** Increase transfer of General Education Academic Certificate (GEAC), AA and AS completers to four-year institutions to meet or exceed 60% by 2022 (based on highest level of completion). The benchmark was established based on past years' performance and with the intent of being a stretch goal that is specific, measurable, attainable, relevant, and time-bound (SMART).

**GOAL 2: Promote and Invest in the Development of Quality Instruction**

CWI will provide the highest quality instructional programs, which help learners achieve their goals and that also help the community and region to prosper.

**Objective A:** Advancing Innovative Programming and Strategies.**Performance Measures:****I. Increase success rates for students who enter CWI underprepared**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
<b>English</b>				
NA	NA	Fall: 70% Spring: 68% Summer: 77%	Fall: 65%	>=80%

**Benchmark (English):** By 2022, 80% or more of students who enter the English pipeline through English-plus co-requisite model successfully pass ENGL 101. The benchmark was established based on past years' performance and with the intent of being a stretch goal that is specific, measurable, attainable, relevant, and time-bound (SMART).

**GOAL 3: Ensure Operational Stability and Compliance****Objective A:** Attracting and Retaining Appropriate Staffing Resources**I. Increase number of programs that have full-time faculty at the sustainable/qualify target level by 2022**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
85%	85%	85%	85%	100%

**Benchmark:** CWI will achieve 100% of disciplines at the sustainable target level by 2022. The benchmark was established based on past years' performance and with the intent of being a stretch goal that is specific, measurable, attainable, relevant, and time-bound (SMART).

**Objective B:** Adopt and Implement the National Institute of Standards and Technology (NIST) Cybersecurity Framework.

**Performance Measures:**

**I. Foster better risk and cybersecurity management communications and decision making with both internal and external stakeholders.**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
NA	NA	NA	In progress	Full Implementation

**Benchmark (state-wide performance measure):** Adopt NIST standards by June 30, 2018 and complete IT Annual Work Plan implementation by FY18. The benchmark was established based on past years' performance and with the intent of being a stretch goal that is specific, measurable, attainable, relevant, and time-bound (SMART).

**Key External Factors**

There are a number of key external factors that can have significant impact on our ability to fulfill our mission and institutional priorities in the years to come. Some of these include:

- *Continued revenue.* Over a quarter of CWI's revenue comes from State of Idaho provided funds (general fund, CTE, etc.). Achieving parity with the state's other community colleges is a stated objective within our strategic plan. Ongoing state funding is vital to the continued success of CWI.
- *Enrollment.* CWI is actively engaged in recruiting and retention efforts in all areas of student enrollment. With nearly 50% of revenue generated by active enrollments, it is critical that CWI reach out in meaningful ways to its service area to support ongoing learning opportunities for the community and maintain fiscal stability for the college.
- *Economy.* Recent years have shown that the state and national economy have significant impacts on enrollment in higher education.

**Evaluation Process**

The College of Western Idaho recently developed its Comprehensive Strategic Plan for 2018-2022 and created associated performance metrics and benchmarks. Evaluations are initiated at regular intervals, the scope and timing of which are determined by the lifecycle of the necessary processes and the impact to our students and institution. Where processes are maintained in a database, regular and recurring reports are leveraged to evaluate against stated standards. Where a more qualitative evaluation is employed, surveys or manual audits are performed to gauge delivery and performance.

When improvements are determined to be necessary, scope and impact to the student or business processes are then evaluated, desired outcomes are determined and a stated goal is formulated and then measured against existing goals or strategies to determine if it can be incorporated into existing structure



*or would be stand alone in nature. Once a new goal is incorporated, an evaluative process will be created, benchmarking will be established and recurring evaluations made.*

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
JUNE 21, 2018

4/12/2018



FY 2019-2024  
Strategic Plan

**MISSION STATEMENT**

North Idaho College meets the diverse educational needs of students, employers, and the northern Idaho communities it serves through a commitment to student success, educational excellence, community engagement, and lifelong learning.

**VISION STATEMENT**

As a comprehensive community college, North Idaho College strives to provide accessible, affordable, quality learning opportunities. North Idaho College endeavors to be an innovative, flexible leader recognized as a center of educational, cultural, economic, and civic activities by the communities it serves.

**GOAL 1: STUDENT SUCCESS**

A vibrant, lifelong learning environment that engages students as partners in achieving educational goals to enhance their quality of life.

Goal 1, Objective A: Provide innovative, progressive, and student-centered programs and services.

*Performance Measures*

- I. Percentage of first-time and new transfer-in students who were awarded a degree or certificate, transferred, or are still enrolled, within six years as defined by VFA. *Source: Voluntary Framework of Accountability (VFA).*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
68.1% (Fall 07 Credential- Seeking Cohort thru summer 13)	65.7% (Fall 08 Credential- Seeking Cohort thru summer 14)	64.5% (Fall 09 Credential- Seeking Cohort thru summer 15)	65.8% (Fall 10 Credential- Seeking Cohort thru summer 16)	70%

Benchmark: 70% <sup>1</sup> (by 2023)

- II. Percentage of NIC Dual Credit students that matriculate at NIC within three years after enrolling as a new NIC Dual Credit Student. *Source: NIC Trends.*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
Data not available	34.7% (131/377) Fall 12 Cohort	34.7% (132/380) Fall 13 Cohort	29.1% (125/429) Fall 14 Cohort	35%

Benchmark: 35% <sup>2</sup> (by 2023)

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
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- III. Percentage of NIC Dual Credit students that matriculate at other institutions within three years after enrolling as a new NIC Dual Credit Student. *Source: NIC Trends.*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
Data not available	43.8% (165/377) Fall 12 Cohort	45.0% (171/380) Fall 13 Cohort	49.2% (211/429) Fall 14 Cohort	55%

Benchmark: 55%<sup>3</sup> (by 2023)

- IV. Total number of certificates/degrees produced, broken out by a) certificates of at least one academic year and b) associate degrees. *New Statewide Performance Measure. Source: Integrated Postsecondary Education Data System (IPEDS).*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
a) 269 Awards b) 689 Awards	a) 251 Awards b) 676 Awards	a) 306 Awards b) 746 Awards	a) 473 Awards b) 690 Awards	New measure; benchmark currently under development

Benchmark: New measure; benchmark currently under development<sup>4</sup>

- V. Number of unduplicated graduates, broken out by a) certificates of at least one academic year and b) associate degrees. *New Statewide Performance Measure. Source: NIC Trends.*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
a) 251 Graduates b) 679 Graduates	a) 232 Graduates b) 664 Graduates	a) 288 Graduates b) 731 Graduates	a) 450 Graduates b) 674 Graduates	New measure; benchmark currently under development

Benchmark: New measure; benchmark currently under development<sup>5</sup>

Goal 1, Objective B: Engage and empower students to take personal responsibility and to actively participate in their educational experience.

*Performance Measures*

- I. Percentage of CTE Concentrators who achieved positive placement or transition in the second quarter after leaving postsecondary education. *Source: NIC Trends.*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
97% (239/246)	92% (114/154)	93% (198/212)	Data not yet available	90%

Benchmark: 90%<sup>6</sup> (by 2021)

- II. Percentage of non-remedial courses (duplicated student headcount) completed in the fall term with a C or better. *Source: NIC Trends.*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
74.8% (14,973/20,025) Fall 13	74.2% (13,893/18,731) Fall 14	76.6% (13,429/17,537) Fall 15	78.5% (12,978/16,536) Fall 16	82%

Benchmark: 82%<sup>7</sup> (by 2023)

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
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**Goal 1, Objective C: Promote programs and services to enhance access and successful student transitions.**

**Performance Measures**

- I. Persistence Rate - Full-time, first-time and new transfer in students who persist to spring or receive an award that first fall as a percentage of that population. *Source: NIC Trends.*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
83.5% (792/948) Fall 13 to Spr 14	84.4% (708/839) Fall 14 to Spr 15	80.9% (648/801) Fall 15 to Spr 16	83.5% (631/756) Fall 16 to Spr 17	84%

Benchmark: 84%<sup>8</sup> (by 2021)

- II. Retention Rate – Full time, first-time, degree seeking student retention rates as defined by IPEDS. *Source: Integrated Postsecondary Education Data System (IPEDS).*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
55% (418/754) Fall 13 cohort  NIC Rank 33%	58% (377/655) Fall 14 cohort  NIC Rank 55%	52% (323/625) Fall 15 cohort  NIC Rank 17%	59.6% (352/591) Fall 16 cohort  Rank not available	Rank of 60% against IPEDS comparator institutions

Benchmark: Rank of 60% against IPEDS comparator institutions<sup>9</sup> (by 2021)

- III. Retention Rate – Part-time, first-time, degree seeking student retention rates as defined by IPEDS. *Source: Integrated Postsecondary Education Data System (IPEDS).*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
35% (102/295) Fall 13 cohort  NIC Rank 29%	39% (112/289) Fall 14 cohort  NIC Rank 58%	33% (98/296) Fall 15 cohort  NIC Rank 33%	43.2% (117/271) Fall 16 cohort  Rank not yet available	Rank of 60% against IPEDS comparator institutions

Benchmark: Rank of 60% against IPEDS comparator institutions<sup>10</sup> (by 2021)

- IV. Percent of undergraduate, degree-seeking students completing 30 or more credits per academic year at the institution reporting. *New Statewide Performance Measure. Source: NIC Trends.*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
9.0% (575/6374)	7.7% (455/5871)	8.3% (454/5483)	7.8% (429/5042)	New measure; benchmark currently under development

Benchmark: New measure; benchmark currently under development<sup>11</sup>

- V. Percent of first-time, full-time, freshmen graduating within 150% of time. *New Statewide Performance Measure. Source: Integrated Postsecondary Education Data System (IPEDS).*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
19% (171/877) Fall 11 Cohort  NIC Rank 38%	22% (187/832) Fall 12 Cohort  NIC Rank 38%	25% (185/752) Fall 13 Cohort  NIC Rank 50%	23% (151/653) Fall 14 Cohort  Rank not yet available	Rank of 60% against IPEDS comparator institutions

Benchmark: Rank of 60% against IPEDS comparator institutions<sup>12</sup> (by 2023)

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- VI. Percent of first-time, full-time freshmen graduating within 100% of time. *New Statewide Performance Measure. Source: Integrated Postsecondary Education Data System (IPEDS).*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
12% (104/877) Fall 11 Cohort	16% (130/832) Fall 12 Cohort	16% (119/752) Fall 13 Cohort	15% (97/653) Fall 14 Cohort	Rank of 60% against IPEDS comparator institutions
NIC Rank 41%	NIC Rank 47%	NIC Rank 50%	Rank not yet available	

Benchmark: Rank of 60% against IPEDS comparator institutions<sup>13</sup> (by 2023)

**GOAL 2: EDUCATIONAL EXCELLENCE**

High academic standards, passionate and skillful instruction, professional development, and innovative programming while continuously improving all services and outcomes

Goal 2, Objective A: Evaluate, create and adapt programs that respond to the educational and training needs of the region.

*Performance Measures*

- I. Market Penetration - Unduplicated headcount of credit students as a percentage of NIC's total service area population. *Source: NIC Trends.*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
3.6% (7,772/217,551)	3.3% (7,368/221,398)	3.2% (7,103/225,007)	3.0% (6,928/230,072)	3.6%

Benchmark: 3.6%<sup>14</sup> (by 2023)

- II. Market Penetration - Unduplicated headcount of non-credit students as a percentage of NIC's total service area population. *Source: NIC Trends.*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
2.2% (4,807/217,551)	2.1% (4,625/221,398)	2.2% (4,989/225,007)	2.1% (4,878/230,072)	3.0%

Benchmark: 3.0%<sup>15</sup> (by 2023)

- III. Percent of undergraduate, degree-seeking students taking a remediation course completing a subsequent credit bearing course (in the area identified as needing remediation) within a year with a "C" or higher. *New Statewide Performance Measure. Source: NIC Trends.*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
26.8% (297/1110)	23.1% (200/864)	37.8% (289/764)	44.1% (295/669)	New measure; benchmark currently under development

Benchmark: New measure; benchmark currently under development<sup>16</sup>

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- IV. Percent of new degree-seeking freshmen completing a gateway math course within two years.  
*New Statewide Performance Measure. Source: NIC Trends.*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
22.2% (233/1049) Fall 13	26.2% (247/944) Fall 14	26.0% (239/921) Fall 15	Data not yet available	New measure; benchmark currently under development

Benchmark: New measure; benchmark currently under development<sup>17</sup>

**Goal 2, Objective B: Engage students in critical and creative thinking through disciplinary and interdisciplinary teaching and learning.**

*Performance Measures*

- I. Percentage of instructional programs that describe changes/improvements to programs as a result of the Program Review process. *Source: NIC Trends.*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
			New	New measure; benchmark currently under development

Benchmark: New measure; benchmark currently under development<sup>18</sup>

- II. Student perceptions of Student-Faculty Interactions. *Source: Community College Survey of Student Engagement (CCSSE).*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
51.9 Spring 14  Top Schools 58.6	51.6 Spring 15  Top Schools 58.9	Survey now administered on a two-year rotation; no data available	51.0 Spring 17  Top Schools 58.5	53.0

Benchmark: 53.0 (by 2021)<sup>19</sup>

- III. Student Perceptions of Support for Learners. *Source: Community College Survey of Student Engagement (CCSSE).*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
44.9 Spring 14  Top Schools 59.6	44.6 Spring 15  Top Schools 59.8	Survey now administered on a two-year rotation; no data available	44.2 Spring 17  Top Schools 58.4	46.0

Benchmark: 46.0<sup>20</sup> (by 2021)

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Goal 2, Objective C: Strengthen institutional effectiveness, teaching excellence and student learning through challenging and relevant course content, and continuous assessment and improvement.

*Performance Measures*

- I. Percentage of Student Learning Outcomes Assessment (SLOA) goals met over 3-year plan. *Source: NIC Trends.*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
72%	Not assessed, resources allocated to another initiative	81%	81%	80%

Benchmark: At least 80% of SLOA goals are consistently progressing or met <sup>21</sup> (by 2023)

- II. Full-time to Part-time faculty ratio. *Source: NIC Trends.*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
0.8:1.0 164 FT & 204 PT	0.8:1.0 163 FT & 194 PT	0.8:1.0 161 FT & 207 PT	0.8:1.0 156 FT & 208 PT	0.8:1.0

Benchmark: no less than 0.8:1.0 <sup>22</sup> (by 2023)

- III. Number of programs offering structured schedules. *New Statewide Performance Measure. Source: NIC Trends.*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
100%	100%	100%	100%	New measure; benchmark currently under development

Benchmark: New measure; benchmark currently under development <sup>23</sup>

Goal 2, Objective D: Recognize and expand faculty and staff scholarship through professional development.

*Performance Measures*

- I. Professional Development resources are disbursed through a competitive and peer-reviewed process annually. *Source: NIC Trends.*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
Data not available	\$141,091	\$113,822	\$132,436	Maintain or increase funding levels

Benchmark: Maintain or increase funding levels <sup>24</sup> (by 2022)

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**GOAL 3: COMMUNITY ENGAGEMENT**

Collaborative partnerships with businesses, organizations, community members, and educational institutions to identify and address changing educational needs

Goal 3, Objective A: Advance and nurture relationships throughout our service region to enhance the lives of the citizens and students we serve.

*Performance Measures*

- I. Percentage of student evaluations of community education courses with a satisfaction rating of above average. *Source: NIC Trends.*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
93% (186/200)	94% (237/250)	98% (253/256)	98% (313/320)	85% benchmark has been met, new benchmark is currently under development

Benchmark: 85% benchmark has been met, new benchmark is currently under development <sup>25</sup>

Goal 3, Objective B: Demonstrate commitment to the economic/business development of the region.

*Performance Measures:*

- I. Licensure Pass Rates. *Source: NIC Trends.*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
81%	98%	99%	99%	85%

Benchmark: Maintain at 85% or above <sup>26</sup> (by 2023)

Goal 3, Objective C: Promote North Idaho College in the communities we serve.

*Performance Measures*

- I. Annual number and percentage increase of Dual Credit annual credit hours in the high schools.

*Source: State Board of Education Dual Credit Report.*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
2,399 (+18.29%)	2,969 (+23.76%)	3,639 (+22.57%)	3,828 (+5.19%)	Increase by 5% annually

Benchmark: Increase by 5% annually <sup>27</sup> (by 2023)

- II. Dual Credit annual credit hours as percentage of total credits. *Source: NIC Trends.*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
9,884 credits (8% of total)	9,922 credits (9% of total)	12,213 credits (11% of total)	13,481 credits (13% of total)	14%

Benchmark: 14% <sup>28</sup> (by 2023)

- III. Dual Credit unduplicated Annual Headcount and percentage of total. *Source: NIC Trends.*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
921 (12% of total)	993 (13% of total)	1,165 (16% of total)	1,377 (20% of total)	18%

Benchmark: 18% <sup>29</sup> (by 2023)



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Goal 3, Objective D: Enhance community access to college.

*Performance Measures*

- I. Distance Learning proportion of credit hours. *Source: NIC Trends.*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
14,183 credits (25.1% of total) Fall 14	12,738 credits (24.3% of total) Fall 15	11,971 credits (23.9% of total) Fall 16	11,791 credits (24.1% of total) Fall 17	25% of total student credit hours

Benchmark: 25% of total student credit hours is achieved <sup>30</sup> (by 2023)

**GOAL 4: DIVERSITY**

A learning environment that celebrates the uniqueness of all individuals and encourages cultural competency

Goal 4, Objective A: Foster a culture of inclusion.

*Performance Measures*

- I. Percentage of students enrolled from diverse populations. *Source: NIC Trends.*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
80.9% White 9.5% Other 9.6% Unknown	80.1% White 14.2% Other 5.7% Unknown	78.2% White 10.6% Other 11.2% Unknown	77.9% White 11.2% Other 10.9% Unknown	Maintain a diverse, or more diverse population than the population within NIC's service region

Benchmark: Maintain a diverse, or more diverse population than the population within NIC's service region <sup>31</sup> (by 2023)

- II. Students surveyed perceive NIC provides an inclusive, respectful and safe environment. *Source: Community College Survey of Student Engagement (CCSSE).*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
			Question developed in 2018; 2019 next survey round	New measure; benchmark currently under development

Benchmark: New measure; benchmark currently under development <sup>32</sup> (by 2023)

Goal 4, Objective B: Promote a safe and respectful environment.

*Performance Measures*

- I. Percentage of students surveyed that perceive NIC encourages contact among students from different economic, social, and racial or ethnic backgrounds. *Source: Community College Survey of Student Engagement (CCSSE).*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
37.7% Spring 14  National Average 52.9%	39.6% Spring 15  National Average 53.5%	Survey now being administered on a two-year rotation; no data available for Spring 16	38.6% Spring 17  National Average 55.1%	Increase by 2% annually until the national average is met or exceeded

Benchmark: Increase by 2% annually until the national average is met or exceeded <sup>33</sup> (by 2023)

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Goal 4, Objective C: Develop culturally competent faculty, staff and students.

*Performance Measures*

- I. Number of degree seeking students who meet the proficiency outcomes for identified GEM 5 and GEM 6 diversity competencies. *Source: NIC Trends.*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
			New	Proficiency outcomes will be defined by spring 2020

Benchmark: Proficiency outcomes will be defined by spring 2020 <sup>34</sup>

**GOAL 5: STEWARDSHIP**

Economic and environmental sustainability through leadership, awareness, and responsiveness to changing community resources

Goal 5, Objective A: Exhibit trustworthy stewardship of resources.

*Performance Measures*

- I. Tuition revenue as a percentage of total revenue. *Source: NIC Trends.*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
Data not available	30.0%	29.1%	26.6%	Total tuition revenue not to exceed 37.5% of revenue

Benchmark: Total tuition revenue not to exceed 37.5% of revenue <sup>35</sup> (by 2023)

- II. Tuition and Fees and IPEDS rank for full-time, first-time, in-district students (full academic year) based on IPEDS definitions. *Source: Integrated Postsecondary Education Data System (IPEDS).*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
\$2,974	\$3,022	\$3,214	\$3,288	Rank of 60% against IPEDS comparator institutions
NIC Rank 72.7%	NIC Rank 72.7%	NIC Rank 72.7%	NIC Rank 72.7%	

Benchmark: Rank of 60% against IPEDS comparator institutions <sup>36</sup> (by 2021)

- III. Graduates per \$100k – Graduates per \$100,000 of education and related spending by institutions as defined by IPEDS. *Source: Integrated Postsecondary Education Data System (IPEDS).*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
2.04 (930 Grads)	2.06 (898 Grads)	2.07 (969 Grads)	IPEDS financials not yet available	Rank of 60% against IPEDS comparator institutions
NIC Rank 41%	NIC Rank 32%	NIC Rank 46%	Rank not yet available	

Benchmark: Rank of 60% against IPEDS comparator institutions <sup>37</sup> (by 2023)

- IV. Auxiliary Services generates sufficient revenue to cover direct costs of operations. *Source: NIC Trends.*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
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Data not available	\$196,663 Net revenue	\$174,795 Net revenue	\$195,039 Net revenue	Annual direct costs maintained
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Benchmark: Annual direct costs maintained <sup>38</sup> (by 2023)

Goal 5, Objective B: Demonstrate commitment to an inclusive and integrated planning environment.

*This objective is currently under review.*

Goal 5, Objective C: Explore, adopt, and promote initiatives that help sustain the environment.

*Performance Measures*

- I. Energy consumption per gross square foot as determined by gas/electric costs. *Source: NIC Trends.*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
		Prior method is not comparable, no data available.	\$0.98 per gross square foot \$702,624/719,173 square feet	Benchmark will be defined after 3 years of data is gathered

Benchmark: Benchmark will be defined after three years of data is gathered <sup>39</sup> (by 2021)

**KEY EXTERNAL FACTORS**

- Changes in the economic environment
- Changes in local, state, or federal funding levels
- Changes in local, state, or national educational priorities
- Changes in education market (competitive environment)

**EVALUATION PROCESS**

- Details of implementation
  - The Director of Institutional Effectiveness leads a variety of sub-groups at the college in an annual review and revision of the strategic plan. The strategic plan is organized to align with North Idaho College's core values. Together the core values and the strategic plan guide NIC to mission fulfillment.
- Status of goals and objectives
  - North Idaho College's goals for the strategic plan are also the college's core values. The objectives to meet the goals are reviewed with the data collected to determine if benchmarks have been met. The review process often leads to the following questions:
    - Is the data we are collecting providing information related to goal attainment?
    - Is additional data needed to better understand goal attainment?
    - Do the objectives need revision to reach goal attainment?
  - There were no substantial changes made to the goals and objectives in the past academic year.

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**Footnotes**

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<sup>1</sup> Benchmark is based on comparator institutions from the Voluntary Framework of Accountability (VFA). Numbers for those comparator institutions range between 64% and 67%. This measure is based on a six-year cohort, so initiatives targeted at completion may take longer to appear. This data reflects the credential-seeking cohort, which is determined by course taking behavior - students who earned a minimum of 12 semester credit hours by the end of their second year. [\[CCM 187\]](#)

<sup>2</sup> Benchmark is set based on an analysis of historical trends combined with the desired level of achievement. National Student Clearinghouse results were used to calculate these numbers. [\[CCM 201\]](#)

<sup>3</sup> Benchmark is set based on an analysis of historical trends combined with the desired level of achievement. National Student Clearinghouse results were used to calculate these numbers. Other Institutions excludes NIC. [\[CCM 202\]](#)

<sup>4</sup> New measure; benchmark currently under development. Total awards by award level. Does not include certificates of less than one year. [\[CCM 193\]](#)

<sup>5</sup> New measure; benchmark currently under development. Unduplicated graduates by award level. Does not include certificates of less than one year. [\[CCM 194\]](#)

<sup>6</sup> Benchmark is set based on an analysis of historical trends combined with the desired level of achievement. Job related placement = military, related to training, not related to training, or pursuing additional education. Percentages are calculated on respondents only. [\[CCM 177\]](#)

<sup>7</sup> Benchmark is set based on an analysis of historical trends combined with the desired level of achievement. This measure represents the number of students (duplicated headcount) who completed non-remedial courses with a C or better (or P or S). Denominator is the duplicated count of students enrolled in non-remedial courses at the end of term. Does not include labs, incompletes, or audits. [\[CCM 108\]](#)

<sup>8</sup> Benchmark is set based on an analysis of historical trends combined with the desired level of achievement. [\[CCM 155\]](#)

<sup>9</sup> Benchmark is set based on IPEDS data from comparator institutions combined with the desired level of achievement. This cohort represents a small percentage of NIC's total credit student population. [\[CCM 025\]](#)

<sup>10</sup> Benchmark is set based on IPEDS data from comparator institutions combined with the desired level of achievement. This cohort represents a small percentage of NIC's total credit student population. [\[CCM 026\]](#)

<sup>11</sup> New measure; benchmark currently under development. Excludes non-degree seeking, Dual Credit, and 100% audits. Includes registered credits and credits awarded through placement tests; Summer/Fall/Spring. [\[CCM 195\]](#)

<sup>12</sup> Benchmark is set based on IPEDS data from comparator institutions combined with the desired level of achievement. [\[CCM 196\]](#)

<sup>13</sup> Benchmark is set based on IPEDS data from comparator institutions combined with the desired level of achievement. [\[CCM 199\]](#)

<sup>14</sup> Benchmark is set based on an analysis of historical trends combined with the desired level of achievement. Service Area population numbers are based on United States Census Bureau estimates. [\[CCM 037\]](#)

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<sup>15</sup> Benchmark is set based on an analysis of historical trends combined with the desired level of achievement. Service Area population numbers are based on United States Census Bureau estimates. [\[CCM 038\]](#)

<sup>16</sup> New measure; benchmark currently under development. [\[CCM 197\]](#)

<sup>17</sup> New measure; benchmark currently under development. Fall cohort, first-time degree-seeking, full and part time (IPEDS). Gateway courses include MATH 123, 130, 143, 157, and 253. [\[CCM 198\]](#)

<sup>18</sup> New measure; benchmark currently under development. Results from AY17 will be reviewed fall 2018. [\[CCM 189\]](#)

<sup>19</sup> Benchmark is set based on top schools combined with desired level of achievement. CCSSE has grouped six conceptually related survey items for Student-Faculty Interaction. Answers are rated on a scale of 1=Never, 2=Sometimes, 3=Often, 4=Very Often. The Community College Survey of Student Engagement (CCSSE) is a survey administered to community college students across the nation. [\[CCM 162\]](#)

<sup>20</sup> Benchmark is set based on top schools combined with desired level of achievement. CCSSE has grouped seven conceptually related survey items for Support for Learners. Answers are rated on a scale of 1=Very little, 2=Some, 3=Quite a bit, 4=Very much OR 0=Never, 1=1 time, 2=2 – 4 times, 3=5 or more times. The Community College Survey of Student Engagement (CCSSE) is a survey administered to community college students across the nation. [\[CCM 165\]](#)

<sup>21</sup> Benchmark is set based on an analysis of historical trends combined with the desired level of achievement. Each action for the goals is rated on a scale of 1 to 3: 3 = Action Met, 2 = Consistently Progressing, or 1 = Not Attempted. N/A = future timeline for the goal. The mean score of all actions is calculated and the percentage is used to evaluate this measure. The goals are evaluated annually. [\[CCM 114\]](#)

<sup>22</sup> Benchmark is set based on an analysis of historical trends combined with the desired level of achievement. Slight change was made in methodology starting in 2016. Counts now include all active employees. Prior years reflected active employees who were paid within the fiscal year. [\[CCM 029\]](#)

<sup>23</sup> New measure; benchmark currently under development. NIC has indicated 100% compliance based on discussions with other Idaho institutions. [\[CCM 200\]](#)

<sup>24</sup> Benchmark is set based on an analysis of historical trends combined with the desired level of achievement. Actual dollars spent on professional development. [\[CCM 115\]](#)

<sup>25</sup> Benchmark has been met, new benchmark is currently under development. [\[CCM 054\]](#)

<sup>26</sup> Benchmark is set based on an analysis of historical trends combined with the desired level of achievement. Benchmark is set at 85% because of the variability over the years. Percentages shown reflect the average pass rate of all programs. Programs may vary year to year. FY17 includes Medical Assistant, Pharmacy Technology, Physical Therapist Assistant, Practical Nursing, Registered Nursing, Law Enforcement, and Radiography Technology. [\[CCM 091\]](#)

<sup>27</sup> Benchmark is set based on an analysis of historical trends and efforts related to future growth. NIC continued to see explosive growth in dual credit in the high schools through FY16 and has leveled off for FY17. Benchmark to increase by 5% annually will remain in place. [\[CCM 020\]](#)

<sup>28</sup> Benchmark is set based on an analysis of historical trends and efforts related to future growth. [\[CCM 019\]](#)

<sup>29</sup> Benchmark is set based on an analysis of historical trends and efforts related to future growth. [\[CCM 017\]](#)

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<sup>30</sup> Benchmark is set based on an analysis of historical trends combined with the desired level of achievement. Data reflects the number of Distance Learning student credit hours out of number of both non-distance and distance student credit hours, end-of-term. Distance Learning is defined by Instructional Methods, including Internet, Blackboard Live, Hybrid, and IVC-receiving sites. [\[CCM 015\]](#)

<sup>31</sup> Benchmark is set based on an analysis of historical trends combined with the desired level of achievement. NIC Service Region comparison = 90.2% White, 7.8% Other, and 2.0% Unknown. Source = U.S. Census Bureau Quick Facts, July 2016. [\[CCM 105\]](#)

<sup>32</sup> New measure; benchmark currently under development. Data will represent one custom survey question. The Community College Survey of Student Engagement (CCSSE) is a survey administered to community college students across the nation. [\[CCM 123\]](#)

<sup>33</sup> Benchmark is based on national comparators combined with the desired level of achievement. Represents the percentage of students who answered “quite a bit” or “very much” to one individual survey question. The Community College Survey of Student Engagement (CCSSE) is a survey administered to community college students across the nation. [\[CCM 106\]](#)

<sup>34</sup> Benchmark will be established through analysis of 2018 and 2019 data. GEM = General Education Requirements. GEM 5 = Humanistic & Artistic Ways of Knowing; GEM 6 = Social & Behavioral Ways of Knowing. [\[CCM 174\]](#)

<sup>35</sup> Benchmark is set based on an analysis of historical trends combined with the desired level of achievement. [\[CCM 172\]](#)

<sup>36</sup> Benchmark is set based on IPEDS data from comparator institutions combined with the desired level of achievement. NIC consistently ranks above 60% against those comparator institutions. [\[CCM 130\]](#)

<sup>37</sup> Benchmark is set based on IPEDS data from comparator institutions combined with the desired level of achievement. Cost includes Instruction, Academic Support, Student Services, Institutional Support, and Other Expenses/Deductions (as reported to IPEDS). Graduates count is unduplicated. Includes all degrees/certificates as reported to IPEDS, including those certificates of less than one year. [\[CCM 159\]](#)

<sup>38</sup> Benchmark is set based on an analysis of historical trends combined with the desired level of achievement. Auxiliary Services continues to generate funds to cover expenses producing positive net income through the activities of its operational units. Stewardship is displayed by leveraging resources to contribute to the economic viability of NIC. Conference & Events (Schuler Performing Arts Center) has historically received General fund support due to its service related to instruction programs. The Student Wellness & Recreation Center is funded by student fees and building revenues. Auxiliary Services Operating Units include: Bookstore, Dining Services, Residence Hall, Student Union Operations, Cardinal Card Office, Financial Services, Parking Services, Conference & Events, and the Student Wellness & Recreation Center. [\[CCM 170\]](#)

<sup>39</sup> Benchmark is set based on an analysis of historical trends combined with the desired level of achievement. [\[CCM 192\]](#)

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**Appendix 1**

	<b>Goal 1: EDUCATIONAL SYSTEM ALIGNMENT</b>	<b>Goal 2: EDUCATIONAL ATTAINMENT</b>	<b>Goal 3: WORKFORCE READINESS</b>
<b>Institution/Agency Goals and Objectives</b>			
<b>GOAL 1: STUDENT SUCCESS:</b> A vibrant, lifelong learning environment that engages students as partners in achieving educational goals to enhance their quality of life			
Objective A: Provide innovative, progressive, and student-centered programs and services.	✓	✓	
Objective B: Engage and empower students to take personal responsibility and to actively participate in their educational experience.		✓	✓
Objective C: Promote programs and services to enhance access and successful student transitions.		✓	
<b>GOAL 2: EDUCATIONAL EXCELLENCE:</b> High academic standards, passionate and skillful instruction, professional development, and innovative programming while continuously improving all services and outcomes			
Objective A: Evaluate, create and adapt programs that respond to the educational and training needs of the region.		✓	✓
Objective B: Engage students in critical and creative thinking through disciplinary and interdisciplinary teaching and learning.	✓		✓
Objective C: Strengthen institutional effectiveness, teaching excellence and student learning through challenging and relevant course content, and continuous assessment and improvement.	✓	✓	
Objective D: Recognize and expand faculty and staff scholarship through professional development.	✓		
<b>GOAL 3: COMMUNITY ENGAGEMENT</b> -Collaborative partnerships with businesses, organizations, community members, and educational institutions to identify and address changing educational needs			

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Objective A: Advance and nurture relationships throughout our service region to enhance the lives of the citizens and students we serve.			✓
Objective B: Demonstrate commitment to the economic/business development of the region.			✓
Objective C: Promote North Idaho College in the communities we serve.		✓	
Objective D: Enhance community access to college.		✓	
GOAL 4: DIVERSITY - A learning environment that celebrates the uniqueness of all individuals and encourages cultural competency			
Objective A: Foster a culture of inclusion.	✓		
Objective B: Promote a safe and respectful environment.	✓		
Objective C: Develop culturally competent faculty, staff and students.			
GOAL 5: STEWARDSHIP - Economic and environmental sustainability through leadership, awareness, and responsiveness to changing community resources			
Objective A: Exhibit trustworthy stewardship of resources.		✓	
Objective B: Demonstrate commitment to an inclusive and integrated planning environment.	✓		
Objective C: Explore, adopt, and promote initiatives that help sustain the environment.			



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**Appendix 2**

**NIST Cybersecurity Framework Adoption Progress**

North Idaho College has adopted the National Institute of Standards and Technology (NIST) Framework and is currently aligning security practices to the framework and subcategories.

**CSC Controls Progress**

Control	Progress	Expected Substantial Completion	Exceptions	Notes
<b>CSC 1:</b> Inventory of Authorized and Unauthorized Devices	Partially Complete	August 2018	802.1x certificates for all devices	Currently implemented on all lab machines. Licensing required to deploy to all endpoints. Internal budget request for FY19.
<b>CSC 2:</b> Inventory of Authorized and Unauthorized Software	Partially Complete	August 2018	Software Whitelisting	Currently implemented on all lab machines. Licensing required to deploy to all endpoints. Internal budget request for FY19.
<b>CSC 3:</b> Secure Configurations for Hardware and Software	Mostly Complete	August 2018	File integrity checking tools	Currently done as best practices. Continue to align to NIST framework and document practices for standardization.
<b>CSC 4:</b> Continuous Vulnerability Assessment and Remediation Control Description	Currently Implementing	June 2018	Scope of scanning limited to server core.	Tool acquired and implementing now.
<b>CSC 5:</b> Controlled Use of Administrative Privileges	Currently Implementing	June 2018	Scope of control limited to server core and network admin privileges.	Tool acquired and implementing now to control administrative privilege and access.



## Strategic Plan

FY2019-FY2024

STRATEGIC PLAN

MISSION STATEMENT

The mission of the Career Technical Education system is to prepare Idaho's youth and adults for high-skill, in-demand careers.

VISION STATEMENT

The vision of Idaho Career & Technical Education is to be:

1. A premiere educational opportunity for students and adults to gain relevant workforce and leadership skills in an applied setting;
2. A gateway to meaningful careers and additional educational opportunities; and
3. A strong talent pipeline that meets Idaho business workforce needs.

GOAL 1

EDUCATIONAL SYSTEM ALIGNMENT – Ensure that all components of the educational system are integrated and coordinated to maximize opportunities for all students.

**Objective A:** *Technical assistance and support for CTE programs – Provide timely, accurate, and comprehensive support to CTE programs that meets the needs of administrators and instructors at both the secondary and postsecondary levels.*

**Performance Measures:**

- I. *The overall satisfaction levels of administrators and instructors with the support and assistance provided by CTE.*

*Baseline data/Actuals:* Initial Survey 2016

FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
		3.27		Improvement

Benchmark: Annual improvement in satisfaction levels, as listed in Appendix 1.<sup>1</sup>

**Objective B:** *Data-informed improvement – Develop quality and performance management practices that will contribute to system improvement, including current research, data analysis, and strategic and operational planning.*

**Performance Measures:**

- I. *Full implementation of Career & Technical Education Management System (C-TEMS).*

*Baseline data/Actuals:* 2009 - C-TEMS development began

FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
		System Launch	System Launch	Analyze System Data

Benchmark: By FY2019, begin analyzing system data.<sup>2</sup>

**~~II. Incorporation of CTE postsecondary teacher certifications into the secondary database system to increase automation, accuracy, and standardization.~~**

~~**Baseline data/Actuals:** FY2017 -- All postsecondary certifications awarded after 2012 have been loaded into SDE database.~~

FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
		All postsecondary certifications awarded after 2012 have been loaded into SDE database.		Transfer 100% of archived postsecondary certifications

Benchmark: Transfer 100% of archived information by FY2018.<sup>3</sup>

**~~III. Using a desk audit function, the percent of secondary programs reviewed for quality and performance on an annual basis.~~**

~~**Baseline data/Actuals:** FY2017 Actual -- Test data collected for each data element~~

FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
		Launch	100%	100%

Benchmark: All pathway programs are subject to an annual desk audit.<sup>4</sup>

**Objective C:** *Funding Quality Programs – Secondary and postsecondary programs will include key components that meet the definition of a quality program and are responsive to the needs of business and industry.*

**Performance Measures:**

***I. A secondary program assessment model that clearly identifies the elements of a quality program.***

***Baseline data/Actuals:*** FY2017: Develop a plan for program assessment.

FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
		Plan development, including data elements	Identified preliminary measures and secured ongoing funding	Identify comprehensive measures

Benchmark: Identify long-term strategies to comprehensively assess high quality secondary CTE programs by FY2020.<sup>5</sup>

**Performance Measures:**

***I. Number of qualified teachers in every program; percent of all employed teachers in secondary/postsecondary CTE programs who meet the appropriate endorsement standards***

***Baseline data/Actuals:*** FY2017 Actual -- 17 teachers held alternative authorizations

FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)		Benchmark
				100

Benchmark: 100% of teachers meet the appropriate endorsement standards by FY2018.<sup>6</sup>

**Objective D:** *Create systems, services, resources, and operations that support high performing students in high performing programs and lead to positive placements.*

**Performance Measures:**

**I. Secondary student pass rate for Technical Skill Assessment (TSA).**

**Baseline data/Actuals:** Baseline FY15 – 71.7

FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
71.7	72.4	78.7		67.0

Benchmark: 67.0 pass rate by 2018<sup>7</sup>

**II. Postsecondary student pass rate for Technical Skill Assessment (TSA).**

**Baseline data/Actuals:** Baseline FY15 – 92.6

FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
92.6	93.1	90.2		92.8

Benchmark: 92.8 pass rate by 2018<sup>8</sup>

**III. Positive placement rate of secondary concentrators.**

**Baseline data/Actuals:** Baseline FY15 – 94.1

FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
93.7	93.2	95.8		94.3

Benchmark: 94.3 placement rate by FY 2018<sup>9</sup>

**IV. Implementation of competency-based SkillStack® microcertifications for all relevant programs of study.**

**Baseline data/Actuals:** Baseline FY16 – 0

FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
	0	9	20	23

Benchmark: By FY2019, implement SkillStack for 23 programs<sup>10</sup>

**V. Number of program standards and outcomes that align with industry standards.**

**Baseline data/Actuals:** FY2017 Actual - 37

FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
		37		48

Benchmark: 48 programs by FY2020<sup>11</sup>

**GOAL 2**

EDUCATIONAL ATTAINMENT – Idaho’s public colleges and universities will award enough degrees and certificates to meet the education and forecasted workforce needs of Idaho residents necessary to survive and thrive in the changing economy.

**Objective A:** *Support State Board Policy III.Y by aligning similar first semester CTE programs among the technical colleges and ensuring that secondary program standards align to those postsecondary programs.*

**Performance Measures:**

- I. Number of postsecondary programs that have achieved statewide alignment of courses in their first semester.**

**Baseline data/Actuals:** Baseline FY16 – 0

FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
	0	9	20	23

**Benchmark: 23 programs by FY2019<sup>12</sup>**

- II. The percent of secondary CTE concentrators who transition to postsecondary CTE programs.**

**Baseline data/Actuals:** Baseline FY18 – To Be Determined

FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
				Baseline

**Benchmark: Identify baseline data by FY2018<sup>13</sup>**

**Objective B:** *Talent Pipelines/Career Pathways – CTE students will successfully transition from high school and postsecondary education to the workplace through a statewide career pathways model.*

**Performance Measures:**

- I. Placement rate of postsecondary program completers in jobs related to their training.**

**Baseline data/Actuals:** Baseline FY15 – 68

FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
68.4	64.6	60.1		65

**Benchmark: 65 placement rate by 2020<sup>14</sup>**

- II. Positive placement rate of postsecondary program completers.**

**Baseline data/Actuals:** Baseline FY15 – 84.7

FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
95.2	93.7	96.4		95.6

**Benchmark: 95.6 placement rate by FY 2018<sup>15</sup>**

- III. The percent of secondary CTE concentrators who transition to postsecondary education.**

**Baseline data/Actuals:** Baseline FY15 – 64

FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
64.4	63.3	65.9		70

**Benchmark: 70 percent by 2020<sup>16</sup>**

**IV. ~~The percentage of postsecondary students (excluding Boise State University and University of Idaho) who are enrolled in CTE programs at the six technical colleges.~~**

**Baseline data/Actuals:** Baseline FY12 – 14.1

FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
12.0	11.5	10.1		Growth

**Benchmark:** Increase in the percentage by 2020<sup>17</sup>

**GOAL 3**

**WORKFORCE READINESS-** The educational system will provide an individualized environment that facilitates the creation of practical and theoretical knowledge leading to college and career readiness.

**Objective A:** *Workforce Training – Non-credit training will provide additional support in delivering skilled talent to Idaho’s employers.*

**VI. *Percent of students who enter an occupation related to their workforce training (non-credit bearing training).***

**Baseline data/Actuals:** FY2018 – Identify Baseline

FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
				Baseline

**Benchmark:** Identify baseline data by FY2018<sup>18</sup>

**Objective B:** *Adult Education (AE) – AE will assist adults in becoming literate and obtaining the knowledge and skills necessary for employment and economic self-sufficiency.*

**Performance Measures:**

**I. *The percent of AE students making measurable improvements in basic skills necessary for employment, college, and training (i.e. - literacy, numeracy, English language, and workplace readiness).***

**Baseline data/Actuals:** FY2016 – 33

FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
	33	38		47

**Benchmark:** By FY2020, 47% of AE students make measurable progress.<sup>19</sup>

**II. *The percent of low-skilled adults provided with a viable alternative “entry point” for the workforce and Career Pathway system, who have a positive student placement after program exit.***

**Baseline data/Actuals:** FY 2019 – Identify baseline data

FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
				Identify baseline data

**Benchmark:** Identify baseline data by FY2019.<sup>20</sup>

**Objective C:** *Centers for New Directions (CND) – CNDs will help foster positive student outcomes, provide community outreach events and workshops, as well as collaborate with other agencies.*

**I. Percent of positive outcomes/retention that lead to completing a CTE program of study, entering employment or continuing their training.**

**Baseline data/Actuals:** FY 2016 – 89

<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>FY18 (2017-2018)</b>	<b>Benchmark</b>
	89	80		90

**Benchmark: 90% positive outcome rate annually.<sup>21</sup>**

**II. Number of institutional and community event/workshop hours provided annually that connect students to resources with other agencies, in addition to institutional resources.**

**Baseline data/Actuals:** Average 5,000 hours annually

<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>FY18 (2017-2018)</b>	<b>Benchmark</b>
		6,861		5,000

**Benchmark: Maintain an average of 5,000 contact hours annually.<sup>22</sup>**

**Key External Factors**

- Lack of knowledge, perceptions, and stigma regarding career opportunities available through career & technical education. As the labor market and overall economic conditions improve, fewer students are expected to enroll in postsecondary CTE programs.
- Policies, practices, legislation, and governance external to ICTE.
- Ability to attract and retain qualified instructors, particularly those who are entering teaching from industry.
- Local autonomy and regional distinctions including technical college institutional priorities/varied missions.
- Timely access to relevant, comprehensive, and accurate data from external reporting sources affects the ability of ICTE to conduct statewide data analyses.

**Evaluation Process**

*Objectives will be reviewed at least annually (more frequently if data is available). The ICTE Executive Team will review the data in terms of its alignment with objectives, as well as assess progress toward reaching benchmarks. As necessary, the team will identify barriers to success, strategies for improvement, and any additional resources necessary to make measurable progress. As appropriate, ICTE will make requests through its budget and legislative requests to support the agency's goals and objectives.*

<sup>1</sup> Based on survey results; intended to improve communication and feedback with secondary and postsecondary stakeholders. Please see Appendix 1 for actual data.

<sup>2</sup> Based on ICTE goal to improve data accuracy and reduce reporting burden on districts.

<sup>3</sup> Based on ICTE goal to improve data accuracy and reduce reporting burden on districts and postsecondary institutions.

<sup>4</sup> Based on ICTE goal to improve program assessment process and 2018 legislative request for incentive funding.

<sup>5</sup> Based on ICTE goal to improve data accuracy and reduce reporting burden on districts.



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<sup>6</sup> Based on ICTE goal to improve program assessment process and 2018 legislative request for incentive funding.

<sup>7</sup> Federally negotiated benchmark. FY19 targets are negotiated and approved after Strategic Plan deadline.

<sup>8</sup> Federally negotiated benchmark. FY19 targets are negotiated and approved after Strategic Plan deadline.

<sup>9</sup> Federally negotiated benchmark. FY19 targets are negotiated and approved after Strategic Plan deadline.

<sup>10</sup> ICTE goal to coincide SkillStack® rollout with the completion of program alignment and standard setting.

<sup>11</sup> Based on goal to improve positive placement rate at the postsecondary level and to better meet workforce needs by increasing the talent pipeline.

<sup>12</sup> Based on current rate of program alignment.

<sup>13</sup> Based on program alignment efforts: measuring the go-on rate of students in a CTE capstone course for the identified nine aligned programs who continue CTE at the postsecondary level.

<sup>14</sup> Based on goal to improve positive placement rate at the postsecondary level and to better meet workforce needs by increasing the talent pipeline.

<sup>15</sup> Federally negotiated benchmark. FY19 targets are negotiated and approved after Strategic Plan deadline.

<sup>16</sup> Based on goal to improve positive placement rate at the postsecondary level and to better meet workforce needs by increasing the talent pipeline.

<sup>17</sup> Investigate causes for decline and identify strategies for growth.

<sup>18</sup> Based on goal to improve positive placement rate at the postsecondary level and to better meet workforce needs by increasing the talent pipeline.

<sup>19</sup> Federally negotiated benchmark.

<sup>20</sup> Federally negotiated benchmark. Baseline data will then be used to determine performance targets.

<sup>21</sup> Based on goal of continuing current outcome rates.

<sup>22</sup> Based on current average number of contact hours statewide.

**Appendix 1 (2016 – 2017 Survey Results)**

**Overall, how satisfied are you with ICTE? *New Survey Question FY17***

<b>Satisfaction Levels (scale of 1-5)</b>	<b>PS</b>	<b>N</b>	<b>Sec</b>	<b>N</b>
Overall, how satisfied are you with ICTE?	3.20	138	3.29	409

**Do ICTE's priorities align with CTE priorities in your school or district?**

<b>SECONDARY</b>	<b>2016</b>	<b>N</b>	<b>2017</b>	<b>N</b>
<b>Do priorities align with CTE priorities in your school or district? (scale of 1-5, not at all - completely)</b>	3.70	37	3.13	70
<i>I don't know what ICTE's priorities are</i>	16%	7	16%	14
<i>My school or district has not outlined CTE priorities</i>	5%	2	6%	5

<b>POSTSECONDARY</b>	<b>2016</b>	<b>N</b>	<b>2017</b>	<b>N</b>
<b>Do priorities align with CTE priorities in your school or district? (scale of 1-5, not at all - completely)</b>	3.47	49	3.34	32
<i>I don't know what ICTE's priorities are</i>	9%	5	17.5%	7
<i>My school or district has not outlined CTE priorities</i>	0%	0	0%	0

**Level of Satisfaction:**

<b>SECONDARY</b>	<b>2016</b>	<b>N</b>	<b>2017</b>	<b>N</b>
<b>Satisfaction Levels (scale of 1-5)</b>				
The availability of information to support your program	3.12	338	3.21	377
The availability of necessary tools to support your program	2.95	334	3.18	377
The overall content of the ICTE website related to your program or school	2.97	335	3.06	377

<b>POSTSECONDARY</b>	<b>2016</b>	<b>N</b>	<b>2017</b>	<b>N</b>
<b>Satisfaction Levels (scale of 1-5)</b>				
The availability of information to support your program	3.68	128	3.31	124
The availability of necessary tools to support your program	3.57	128	3.20	124
The overall content of the ICTE website related to your program or school	3.64	127	3.35	124

**Have you read "Need to Know"?**

<b>SECONDARY</b>	<b>2016</b>	<b>N</b>	<b>2017</b>	<b>N</b>
Yes	53%	177	39%	146
No	24%	80	27%	100
Don't Know	23%	78	34%	129

<b>POSTSECONDARY</b>	<b>2016</b>	<b>N</b>	<b>2017</b>	<b>N</b>
Yes	54%	68	41%	51
No	26%	33	28%	34
Don't Know	20%	26	31%	38

### Interactions with ICTE Staff

If you interacted with ICTE staff in the last year, were your questions resolved in an acceptable manner?	Sec 2016	N	Sec 2017	N
Yes	73%	194	59%	221
No	25%	68	18%	68
Didn't interact with ICTE*	2%	6	23%	85

If you interacted with ICTE staff in the last year, were your questions resolved in an acceptable manner?	PS 2016	N	PS 2017	N
Yes	82%	62	49.2%	59
No	16%	12	21.7%	26
Didn't interact with ICTE*	2%	2	29.2%	35

Satisfaction Levels (scale of 1-5, not at all - completely)	Sec 2016	N	Sec 2017	N
Interactions with staff	3.77	265	3.76	288
How knowledgeable are CTE staff related to your program needs?	3.75	230	3.68	288

Satisfaction Levels (scale of 1-5, not at all - completely)	PS 2016	N	PS 2017	N
Interactions with staff	3.95	76	3.39	82
How knowledgeable are CTE staff related to your program needs?	3.59	66	3.14	71

### Fiscal Summary

Rate your understanding (scale of 1-5, not at all - completely)	Sec 2016	N	Sec 2017	N
How state funds can be used	3.87	326	3.74	369
How federal Perkins funds can be used	3.60	316	3.56	369

Rate your understanding (scale of 1-5, not at all - completely)	PS 2016	N	PS 2017	N
How state funds can be used	3.43	121	3.31	118
How federal Perkins funds can be used	3.39	118	3.16	118

Satisfaction Levels (scale of 1-5, not at all - completely)	Sec 2016	N	Sec 2017	N
Your program(s)' amount of financial reimbursement	3.77	326	3.62	369
ICTE's processing of reimbursements	3.94	326	4.05	369
Overall knowledge of ICTE staff as it relates to your program(s)' financial needs	3.71	326	3.79	369

Decrease from prior year
Same as prior year
Improvement from prior year

*Mandated Cyber Security Strategic Plan*

***THE OFFICE OF THE GOVERNOR  
EXECUTIVE DEPARTMENT STATE OF IDAHO  
BOISE***

***EXECUTIVE ORDER NO. 2017-02***

**Career Technical Education – Cyber Security Implementation Plan**

Idaho Division of Career Technical Education (CTE) has been working on proactive steps to mitigate cybersecurity risk. To increase the Department's capacity and ability to protect its systems and the data with which it is entrusted, the Agency has begun to work on the following:

1. CTE has adopted the National Institute of Standards and Technology (NIST) Which will outline the Center for Internet Security Controls (CIS) Working with SDE's Security Coordinator to work on policy and implementation of security initiatives
2. Will have implemented cybersecurity awareness training (KnowBe4) for all CTE employees and initiated in-depth training for key personnel.
3. Begun the process to implement the first five Center for Internet Security Critical Security Controls (CIS Controls).
4. CTE has purchased, installed and configured Ivanti (Landesk) Secure User Management Suite) which will cover the first five (5) CIS controls listed below.

**CSC1: *Inventory of Authorized and Unauthorized Devices***

*Actively manage (inventory, track and correct) all hardware devices on the network so that only authorized devices are given access, and unauthorized and unmanaged devices are found and prevented from gaining access.*

**CSC2: *Inventory of Authorized and Unauthorized Software***

*Actively manage (inventory, track and correct) all software on the network so that only authorized software is installed and can execute, and that unauthorized and unmanaged software is found and prevented from installation and execution.*

**CSC3: *Secure Configuration of Hardware and Software on Mobile Devices, laptops, Servers and Workstations.***

*Establish, implement and actively manage (track, report and correct) the security configuration of Laptops, servers and workstations using a rigorous configuration management and change control process in order to prevent attackers exploiting vulnerable services and settings.*

**CSC4: *Continuous Vulnerability Assessment and Remediation***

*Continuously acquire, access, and take action on new information in order to identify vulnerabilities, remediate and minimize the windows of opportunity for attackers.*

**CSC5: *Controlled Use of Administrative Privileges***

A process with tools used to track/control/prevent/correct the use, assignment and configuration of administrative privileges on Computers, Networks and Applications.

The tools CTE will be using to implement the first 5 NIST controls.

Ivanti – Secure User Management Suite (LANDesk)  
KnowBe4 (end user training)



# Idaho Division of Vocational Rehabilitation

2019 - 2023

## **Content and Format**

The Plan is divided into four sections. The first three sections describe the programs administered under the Idaho Division of Vocational Rehabilitation (IDVR). Each of the programs described, Vocational Rehabilitation, Extended Employment Services, and the Council for the Deaf and Hard of Hearing, outline specific goals, objectives, performance measures, benchmarks and/or baselines for achieving their stated goals. The final section addresses external factors impacting IDVR.

Due to requirements outlined in the Workforce Innovation and Opportunity Act (WIOA) and from Rehabilitation Services Administration (RSA), IDVR now programmatically operates under a Program Year instead of a Federal Fiscal Year as outlined in previous strategic plans. This Program Year aligns with Idaho's State Fiscal Year. All three programs under the Division will adhere to state fiscal year reporting for this Plan. This Plan covers fiscal years 2019 through 2023.

This is an entirely new Strategic Plan for the Division because of the significant changes resulting from the Workforce Innovation and Opportunity Act (WIOA) and the Division's most recent Comprehensive Statewide Needs Assessment (CSNA), both of which impact the goals and objectives for the Vocational Rehabilitation program. The changes resulting from WIOA also lead the Division to modify both the mission and vision statements to better reflect the focus on the dual customer; individuals with disabilities and employers. The Workforce Innovation and Opportunity Act dramatically shifted the performance measures for the VR program to be more in alignment with the other core WIOA programs. Rehabilitation Services Administration is providing VR programs time to collect the new data necessary to establish baseline data which will be used to establish levels of performance before negotiating expected target levels of performance in future years for these new performance measures. Baseline data collection will continue for at least the next two state fiscal years (SY2019 and SY2020).

## **Vocational Rehabilitation**

### **Vision**

An Idaho where all individuals with disabilities have the opportunity to participate in the workforce and employers value their contributions.

### **Mission**

To prepare individuals with disabilities for employment and career opportunities while meeting the needs of employers.



## Vocational Rehabilitation

**Goal 1 – Provide quality, relevant, individualized vocational rehabilitation services to individuals with disabilities to maximize their career potential.**

**Objective 1:** Expand, monitor, and improve pre-employment transition services (Pre-ETS) to students with disabilities and similar services to youth.

**Performance Measure 1.1:** Number of students receiving Pre-employment Transition Services (Pre-ETS)

SY2014	SY2015	SY2016	SY2017	Benchmark
N/A	N/A	N/A	301	≥ 301

**Benchmark:** Greater than or equal to 301 for SY19<sup>1</sup>

**Performance Measure 1.2:** Number of youth applications for program participants under the age of 25.

SY2014	SY2015	SY2016	SY2017	Benchmark
N/A	N/A	N/A	812	≥ 812

**Benchmark:** Greater than or equal to 812 for SY19<sup>2</sup>

**Objective 2:** Provide a comprehensive array of services to individuals with disabilities, including individuals with Most Significant Disabilities (MSD).

**Performance Measure 2.1:** For all successful Supported Employment closures: the percentage of customers employed in the 2nd quarter after exit.

SY2014	SY2015	SY2016	SY2017	Benchmark
N/A	N/A	N/A	N/A	≥ 60%

**Benchmark:** Greater than or equal to 60% for SY19<sup>3</sup>

### **Performance Measure 2.2**

For all successful Supported Employment closures: the percentage of customers employed in the 4th quarter after exit.

SY2014	SY2015	SY2016	SY2017	Benchmark
N/A	N/A	N/A	N/A	≥ 50%

**Benchmark:** Greater than or equal to 50% for SY19<sup>4</sup>

**Performance Measure 2.3:** Number of Regions where Customized Employment is available.

SY2014	SY2015	SY2016	SY2017	Benchmark
N/A	N/A	N/A	3	8 Regions (100%)

**Benchmark:** All 8 Regions<sup>5</sup> (by SY 2020)

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 21, 2018**



**Objective 3:** Hire and retain qualified staff to deliver quality vocational rehabilitation services.

**Performance Measure 1:** Percentage of counselors who meet Comprehensive System of Personnel Development (CSPD) compliance.

SY2014	SY2015	SY2016	SFY2017	Benchmark
89.8%	85.7%	79%	77.8%	≥ 85%

**Benchmark:** Greater than 85% for SY19 <sup>6</sup>

**Goal 2 – Improve VR program efficiency through continuous quality improvement activities.**

**Objective 1:** Meet or exceed targets for the first five Primary Performance Indicators established by the US Department of Education, Rehabilitation Services Administration (RSA).

**Performance Measure 2.1:** Meet or exceed negotiated targets on the following five measures.

Performance Measure	SY2014	SY2015	SY2016	SY2017	Benchmark
1. <i>Employment Rate – 2<sup>nd</sup> Qtr after Exit</i>					≥ 65%
2. <i>Employment Rate – 4<sup>th</sup> Qtr after Exit</i>					≥ 55%
3. <i>Median Earnings – 2<sup>nd</sup> Qtr after Exit</i>					≥ \$4680 per quarter
4. <i>Credential Attainment</i>					≥ 22%
5. <i>Measurable Skill Gains</i>					≥ 20%

**Benchmark:** Greater than or equal to 65% <sup>7</sup>, greater than or equal to 55% <sup>8</sup>, greater than or equal \$4680 per quarter <sup>9</sup>, greater than or equal 22% <sup>10</sup>, greater than or equal 20% <sup>11</sup> (all benchmarks by 2021):

**Objective 2.2:** Evaluate the satisfaction of customer's vocational rehabilitation experience and service delivery.

**Performance Measure 2.2:** Customer satisfaction rate.

SY2014	SY2015	SY2016	SY2017	Benchmark
93.6	87.8%	89.1%	88.5%	≥ 90% satisfaction rate

**Benchmark:** Greater than or equal to 90% for SY19 <sup>12</sup>

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 21, 2018**



**Objective 2.4:** Collaborate with Community Rehabilitation Program partners to improve the quality of services.

**Performance Measure 2.4:** Of those cases using CRP employment services (non-assessment), the percentage which contributed to successful case closure.

SY2014	SY2015	SY2016	SY2017	Benchmark
N/A	N/A	N/A	N/A	≥ 30%

**Benchmark:** Greater than or equal to previous year in SY19 <sup>13</sup>

**Goal 3 – Meet the needs of Idaho businesses**

**Objective 3.1:** IDVR to be recognized by the business community as the disability experts in the workforce system by providing employers with skilled workers who maintain employment with that employer.

**Performance Measure 3.1.1:** Retention Rate with the Same Employer the 4<sup>th</sup> quarter after exit.

SY2014	SY2015	SY2016	SY2017	Benchmark
N/A	N/A	N/A	N/A	≥ 50%

**Benchmark:** Greater than or equal to 50% for SY19 <sup>14</sup>

## Extended Employment Services

### Mission

Idahoans with significant disabilities are some of the state's most vulnerable citizens. The Extended Employment Services (EES) Program provides individuals with the most significant disabilities employment opportunities either in a community supported or workshop setting.

### Vision

Provide meaningful employment opportunities to enable citizens of Idaho with the most severe disabilities to seek, train-for, and realize real work success.

### Goal #1 – Provide employment opportunities for individuals who require long-term support services through the Extended Employment Services program.

1. **Objective:** To provide relevant and necessary long-term supports to assist individuals with the most significant disabilities to maintain employment.

#### Performance Measure 1.1: Number of individuals served.

SY2014	SY2015	SY2016	SY2017	Benchmark
N/A	N/A	647	838	≥ previous year performance

**Benchmark:** Greater than or equal to previous year in SY19<sup>15</sup>

#### Performance Measure 1.1: Number of individuals on the EES waitlist.

SY2014	SY2015	SY2016	SY2017	Benchmark
N/A	N/A	292	208	≤ on waitlist than previous year

**Benchmark:** Less than or equal to previous year in SY19<sup>16</sup>

## Council for the Deaf and Hard of Hearing (CDHH)

### Role of CDHH

CDHH is an independent agency. This is a flow-through council for budgetary and administrative support purposes only with no direct programmatic implication for IDVR. The following is the Council for the Deaf and Hard of Hearing's Strategic Plan.

### Mission

Dedicated to making Idaho a place where persons, of all ages, who are deaf or hard of hearing have an equal opportunity to participate fully as active, productive and independent citizens.

### Vision

To ensure that individuals who are deaf, hard of hearing, or hearing impaired have a centralized location to obtain resources and information about services available.

### Goal #1 – Work to increase access to employment, educational and social-interaction opportunities for persons who are deaf or hard of hearing.

1. **Objective:** Continue to provide information and resources.

**Performance Measure 1.1:** Track when information and resources are given to consumers.

FY2014	FY2015	FY2016	FY2017	Benchmark
N/A	2 brochures 53 FB posts	2 addt'l brochures 49 FB posts	4 addt'l brochures 56 FB posts	Continue to create brochures, social interaction, & website development

**Benchmark:** 4 or more new brochures created in FY19<sup>17</sup>

### Goal #2 – Increase the awareness of the needs of persons who are deaf and hard of hearing through educational and informational programs.

1. **Objective:** Continue to increase the awareness.

**Performance Measure 2.1:** Deliver presentations and trainings to various groups through education and social media.

FY2014	FY2015	FY2016	FY2017	Benchmark
N/A	27	23	65	Presentations delivered

**Benchmark:** 65 or more presentation delivered in SY19<sup>18</sup>

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**Goal #3 – Encourage consultation and cooperation among departments, agencies, and institutions serving the deaf and hard of hearing.**

1. **Objective:** Continue encouraging consultation and cooperation.

**Performance Measure 3.1:** Track when departments, agencies, and institutions are cooperating (such as Department of Corrections and Health and Welfare).

FY2014	FY2015	FY2016	FY2017	Benchmark
N/A	11	12	12	Present to various local, state & federal agencies

**Benchmark:** Present at 12 or more local, state and federal agencies in SY19 <sup>19</sup>

**Goal #4 – Provide a network through which all state and federal programs dealing with the deaf and hard of hearing individuals can be channeled.**

1. **Objective:** The Council's office will provide the network.

**Performance Measure 4.1:** Track when information is provided.

FY2014	FY2015	FY2016	FY2017	Benchmark
N/A	200 calls	120 calls	1,056 calls	Maintain network through website, social media, brochures, telephone inquiries, & personal communication

**Benchmark:** Track all calls in SY19 <sup>20</sup>

**Goal #5 – Determine the extent and availability of services to the deaf and hard of hearing, determine the need for further services and make recommendations to government officials to insure that the needs of deaf and hard of hearing citizens are best served.**

1. **Objective:** The Council will determine the availability of services available.

**Performance Measure 5.1:** The Council will administer assessments and facilitate meetings to determine the needs.

FY2014	FY2015	FY2016	FY2017	Benchmark
N/A	Met	Met	Met	Continued work with mental health personnel

**Benchmark:** Met in SY19 <sup>21</sup>

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**Goal #6 – To coordinate, advocate for, and recommend the development of public policies and programs that provide full and equal opportunity and accessibility for the deaf and hard of hearing persons in Idaho.**

1. **Objective:** The Council will make available copies of policies concerning deaf and hard of hearing issues.

**Performance Measure 6.1:** Materials that are distributed about public policies.

FY2014	FY2015	FY2016	FY2017	Benchmark
N/A	Met	Met	Met	Facilitate meetings with various agencies and group

**Benchmark:** Met in SY19 <sup>22</sup>

**Goal #7 – To monitor consumer protection issues that involve the deaf and hard of hearing in the State of Idaho.**

1. **Objective:** The Council will be the “go to” agency for resolving complaints from deaf and hard of hearing consumers concerning the Americans with Disabilities Act.

**Performance Measure 7.1:** Track how many complaints are received regarding the ADA.

FY2014	FY2015	FY2016	FY2017	Benchmark
N/A	10 ADA Issues	10 ADA Issues	50 ADA Issues	Create information resulting from ADA complaint

**Benchmark:** Track all complaints in SY19 <sup>23</sup>

**Goal #8 – Submit periodic reports to the Governor, the legislature, and departments of state government on how current federal and state programs, rules, regulations, and legislation affect services to persons with hearing loss.**

1. **Objective:** The Council will submit reports.

**Performance Measure 8.1:** Reports will be accurate and detailed.

FY2014	FY2015	FY2016	FY2017	Benchmark
N/A	Completed	Completed	Completed	Submit accurate reports.

**Benchmark:** Completed for SY19 <sup>24</sup>

## External Factors Impacting IDVR

The field of Vocational Rehabilitation is dynamic due to the nature and demographics of the customers served and the variety of disabilities addressed. Challenges facing the Division include:

### Adequate Supply of Qualified Personnel

IDVR is dedicated to providing the most qualified personnel to address the needs of the customers served. Challenges in recruitment have been prevalent over the past several years. Recruiting efforts have been stifled by low wages as compared to other Idaho state agencies as well as neighboring states. IDVR has identified the need to develop relationships with universities specifically offering a Master's Degree in Rehabilitation Counseling. Furthermore, IDVR has identified universities offering coursework for other degree programs that will meet eligibility for the Certified Rehabilitation Counselor (CRC).

### State and Federal Economic and Political Climate

While Idaho has seen improvement in its economic growth over the past several years there are a variety of influences which can affect progress. Individuals with disabilities have historically experienced much higher unemployment rates, even in strong economic times. Furthermore, Idaho has one of the highest percentages per capita of workers in the country making minimum wage. IDVR recognizes this and strives to develop relationships within both the private and public sectors in an effort to increase employment opportunities and livable wages for its customers.

IDVR is also affected by decisions made at the federal level. The Workforce Innovation and Opportunity Act (WIOA), which replaces the Workforce Investment Act, bring substantial changes to the VR program. WIOA's changes aim to improve the nation's workforce development system through an alignment of various workforce programs, and improve engagement with employers to address skilled workforce needs.

WIOA will require IDVR to implement substantial programmatic changes. These changes will impact policy development, staff training, fiscal requirements, and compliance reporting requirements. The most impactful changes are the fiscal and programmatic requirements to increase and expand services to students and youth with disabilities. WIOA mandates state VR agencies reserve 15% of their budgets for the provision of Pre-employment transition services (Pre-ETS) which are essentially services the Division was not previously providing. This change will result in an agency which is shifting not only the population it serves, but is serving that population in different and innovative ways. The Division's performance measures have also shifted significantly under WIOA. As a result, the current benchmarks for the federal performance measures identified in this strategic plan present a high degree of error that will diminish as IDVR completes its transition to business as usual under WIOA, and new baselines are realized. The Division has diligently been working to address the new requirements and



continues to move forward with the implementation of Pre-employment transition services and a strategic evaluation of the impact of these requirements. As previously mentioned, Vocational Rehabilitation programs are transitioning to “baseline” measures to capture the required data before negotiating expected levels of performance with RSA, which is expected to take place for SY 2021.

## **IDVR Cyber Security Plan**

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Idaho Division of Vocational Rehabilitation (IDVR) has adopted of the National Institute of Standards and Technology (NIST) Cybersecurity Framework and will be implementing the first five Center for Internet Security (CIS) Controls, Critical Security Controls by June 30, 2019.

The following solutions are currently in place or will be put in play to accomplish the first five Cyber Security Controls.

- IDVR collaborates with the Idaho Office of Administration on:
  - Exterior firewall management
  - Internet and Malware filtering
- Ivanti/Landesk is used internally to handle all:
  - Patch management
  - Device discovery
  - OS deployments / imaging management
  - License monitoring and Inventory controls
- MacAfee EPO is used internally to manage all Antivirus monitoring
- DUO for two factor authentication for all elevated server functions and VPN Authentications.
- Mandatory Cyber Security Awareness training is handled by the Division of Human Resources (DHR) Knowbe4 training packages. All users must take this training annually and when initially employed with agency.
- A mobile device management (MDM) solution (not currently identified) will be used to monitor and control cellular phone and security management of mobile devices.

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**Footnotes:**

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<sup>1</sup> Benchmarks are set based on an internal measure of performance and informed by the Division's SRC. Services for students are a major focus under WIOA.

<sup>2</sup> Benchmarks are set based on an internal measure of performance and informed by the Division's SRC. Services for youth are a major focus.

<sup>3</sup> Benchmarks are set based on an internal measure of performance and informed by the Division's State Rehabilitation Council (SRC) and are similar to the federal common performance measures.

<sup>4</sup> Benchmarks are set based on an internal measure of performance and informed by the Division's State Rehabilitation Council (SRC) and are similar to the federal common performance measures.

<sup>5</sup> Benchmarks are set based on an internal measure of performance and informed by the SRC, implementing the CE pilot services across the state is the goal.

<sup>6</sup> Benchmarks are set based on an internal program measure and represents a commitment to the development of quality vocational rehabilitation counselors, meeting this standard ensures that individuals with disabilities in Idaho receive services through certified professionals and promotes more efficient, comprehensive, and quality services. The baseline is an arbitrary percentage established by IDVR and is a stretch goal the agency aspires to achieve.

<sup>7</sup> Benchmarks are set based on federally negotiated targets. The Vocational Rehabilitation program is in a period of "transition" to continue to collect baseline data to establish performance levels which will be used to inform negotiated targets in future years (2021). (*RSA-TAC-18-01, January 19, 2018*)

<sup>8</sup> Benchmarks are set based on federally negotiated targets. The Vocational Rehabilitation program is in a period of "transition" to continue to collect baseline data to establish performance levels which will be used to inform negotiated targets in future years (2021). (*RSA-TAC-18-01, January 19, 2018*)

<sup>9</sup> Benchmarks are set based on federally negotiated targets. The Vocational Rehabilitation program is in a period of "transition" to continue to collect baseline data to establish performance levels which will be used to inform negotiated targets in future years (2021). (*RSA-TAC-18-01, January 19, 2018*)

<sup>10</sup> Benchmarks are set based on federally negotiated targets. The Vocational Rehabilitation program is in a period of "transition" to continue to collect baseline data to establish performance levels which will be used to inform negotiated targets in future years (2021). (*RSA-TAC-18-01, January 19, 2018*)

<sup>11</sup> Benchmarks are set based on federally negotiated targets. The Vocational Rehabilitation program is in a period of "transition" to continue to collect baseline data to establish performance levels which will be used to inform negotiated targets in future years (2021). (*RSA-TAC-18-01, January 19, 2018*)

<sup>12</sup> Benchmarks are set based on an internal measure of performance and was established by the Division's SRC to gauge customer satisfaction with program services and identify areas for improvement. The benchmark of 90% is arbitrary; however it is typically utilized as a threshold for quality performance.

<sup>13</sup> Benchmarks are set based on an internal measure of performance and informed by the Division's SRC. The emphasis is on quality services provided by Community Rehabilitation Programs.

<sup>14</sup> Benchmarks are established based on federally negotiated targets. The Vocational Rehabilitation program is in a period of "transition" to continue to collect baseline data to establish performance levels which will be used to inform negotiated targets in future year beginning with SY 2021. (*RSA-TAC-18-01, January 19, 2018*) This performance measure is useful in determining whether VR is serving employers effectively by improving the skills of customers and decreasing employee turnover.

<sup>15</sup> Benchmarks are set based on an internal program measure and were new as of the 2017-2021 Strategic Plan. This measure represents a better indicator of performance for the EES program.

<sup>16</sup> Benchmarks are set based on an internal program measure and were new as of the 2017-2021 Strategic Plan. This measure represents a better indicator of performance for the EES program.

<sup>17</sup> Benchmarks are set based on an internal program measure to expand information to Idaho's deaf and hard of hearing population, to include brochures and information via electronic and social media. The Council is the only clearinghouse of information in Idaho about deaf and hard of hearing issues. This benchmark was established to adhere to Idaho statute 67, chapter 73.

<sup>18</sup> Benchmarks are set based on internal program measure to provide information about the needs of persons who are deaf or hard of hearing. The benchmark was created because the Council is the only state agency to provide this type of information. This benchmark was established to adhere to Idaho statute 67, chapter 73.

<sup>19</sup> Benchmarks are set based on internal program measure to provide information about deaf and hard of hearing issues. This benchmark was established to adhere to Idaho statute 67, chapter 73

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<sup>20</sup> The Council has historically been the organization where individuals and groups come for information concerning deaf and hard of hearing issues. The benchmark was created to continue tracking the information. This benchmark was established to adhere to Idaho statute 67, chapter 73.

<sup>21</sup> Benchmarks are set based on internal program measure to determine the need for public services for deaf and hard of hearing community and was established because there was a Task Force that met to determine the need of mental health services that need to be provided to deaf and hard of hearing individuals. This benchmark was established to adhere to Idaho statute 67, chapter 73.

<sup>22</sup> Benchmarks are set to provide information where interpreters can get information about current issues and has established a printed list of Sign Language Interpreters and also on the Council's website. This benchmark was established per the request of the Idaho Registry of Interpreters of the Deaf to support the legislation. This benchmark was established to adhere to Idaho statute 67, chapter 73.

<sup>23</sup> Benchmarks are set based to provide information, in collaboration with the Northwest ADA Center, about the Americans with Disability Act (ADA). The benchmark was established to continue that partnership and to adhere to Idaho statute 67, chapter 73.

<sup>24</sup> Benchmarks are set based on internal program measure to provide information about deaf and hard of hearing issues, this benchmark was established to adhere to Idaho statute 67, chapter 73.



**FY 2019-2023  
STRATEGIC PLAN**

**MISSION STATEMENT**

We harness the power of public media to encourage lifelong learning, connect our communities, and enrich the lives of all Idahoans. We tell Idaho's stories.

**VISION STATEMENT**

Inspire, enrich and educate the people we serve, enabling them to make a better world.

**SBoE Goal 1: EDUCATIONAL SYSTEM ALIGNMENT**

Ensure that all components of the educational system are integrated and coordinated to maximize opportunities for all students.

**IdahoPTV Objectives:**

Objective A: Maintain a digital statewide infrastructure in cooperation with public and private entities.

Performance Measures:

I. Number of DTV translators.

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	FY19 Benchmark
47	46	46	47		47

Benchmark: 47 (by FY 2023)<sup>1</sup>

II. Number of cable companies carrying our multiple digital channels.

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	FY19 Benchmark
*	*	30	50		28

Benchmark: 28 (by FY 2023)<sup>2</sup>

III. Number of Direct Broadcast Satellite (DBS) providers carrying our prime digital channel.

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	FY19 Benchmark
8	8	8	8		8

Benchmark: 8 (by FY 2023)<sup>3</sup>

IV. Percentage of Idaho's population within our signal coverage area.

<b>FY14</b> (2013-2014)	<b>FY15</b> (2014-2015)	<b>FY16</b> (2015-2016)	<b>FY17</b> (2016-2017)	<b>FY18</b> (2017-2018)	<b>FY19</b> <b>Benchmark</b>
<b>98.4%</b>	<b>98.4%</b>	<b>98.4%</b>	<b>99.47%</b>		<b>98.4%</b>

Benchmark: 98.4% (by FY 2023)<sup>4</sup>

Objective B: Nurture and foster collaborative partnerships with other Idaho state entities and educational institutions to provide services to the citizens of Idaho.

Performance Measure:

Number of partnerships with other Idaho state entities and educational institutions.

<b>FY14</b> (2013-2014)	<b>FY15</b> (2014-2015)	<b>FY16</b> (2015-2016)	<b>FY17</b> (2016-2017)	<b>FY18</b> (2017-2018)	<b>FY19</b> <b>Benchmark</b>
<b>*</b>	<b>22</b>	<b>26</b>	<b>47</b>		<b>32</b>

Benchmark: 35 (by FY 2023)<sup>5</sup>

Objective C: Operate an efficient statewide delivery/distribution system.

Performance Measure:

Total FTE in content delivery and distribution.

<b>FY14</b> (2013-2014)	<b>FY15</b> (2014-2015)	<b>FY16</b> (2015-2016)	<b>FY17</b> (2016-2017)	<b>FY18</b> (2017-2018)	<b>FY19</b> <b>Benchmark</b>
<b>18.58</b>	<b>18.5</b>	<b>20</b>	<b>17</b>		<b>&lt;25</b>

Benchmark: Less than 24 (by FY 2023)<sup>6</sup>

Objective D: Provide access to IdahoPTV video content that accommodates the needs of the hearing and sight impaired.

Performance Measure:

Percentage of broadcast hours of closed captioned programming (non-live, i.e. videotaped) to aid visual learners and the hearing impaired.

<b>FY14</b> (2013-2014)	<b>FY15</b> (2014-2015)	<b>FY16</b> (2015-2016)	<b>FY17</b> (2016-2017)	<b>FY18</b> (2017-2018)	<b>FY19</b> <b>Benchmark</b>
<b>97.6%</b>	<b>98.4%</b>	<b>97.6%</b>	<b>97.6%</b>		<b>100%</b>

Benchmark: 100% (by FY 2023)<sup>7</sup>

Objective E: Provide access to IdahoPTV new media content to citizens, anywhere, that supports participation and education.

Performance Measures:

I. Number of visitors to our websites.

<b>FY14</b> (2013-2014)	<b>FY15</b> (2014-2015)	<b>FY16</b> (2015-2016)	<b>FY17</b> (2016-2017)	<b>FY18</b> (2017-2018)	<b>FY19</b> <b>Benchmark</b>
<b>1,520,814</b>	<b>1,670,923</b>	<b>1,901,477</b>	<b>1,981,837</b>		<b>1,700,000</b>

Benchmark: 1,850,000 (by FY 2023)<sup>8</sup>

II. Number of visitors to IdahoPTV/PBS video player.

<b>FY14</b>	<b>FY15</b>	<b>FY16</b>	<b>FY17</b>	<b>FY18</b>	<b>FY19</b>
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(2013-2014)	(2014-2015)	(2015-2016)	(2016-2017)	(2017-2018)	Benchmark
48,836	344,651	634,031	143,637*		100,000

Benchmark: 100,000 (by FY 2023)<sup>9</sup>

\*In prior years, the PBS software counted the same viewers multiple times in error. This has been corrected moving forward.

III. Number of alternative delivery platforms and applications on which our content is delivered.

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	FY19 Benchmark
*	*	11	11		11

Benchmark: 13 (by FY 2023)<sup>10</sup>

Objective F: Broadcast educational programs and provide related resources that serve the needs of Idahoans, which include children, ethnic minorities, learners, and teachers.

Performance Measure:

Number of broadcast hours of educational programming.

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	FY19 Benchmark
28,107	28,374	28,488	28,299		37,260

Benchmark: 37,260 (by FY 2023)<sup>11</sup>

Objective G: Contribute to a well-informed citizenry.

Performance Measure:

Number of broadcast hours of news, public affairs and documentaries.

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	FY19 Benchmark
12,654	13,450	12,702	11,372		13,000

Benchmark: 13,500 (by FY 2023)<sup>12</sup>

Objective H: Provide relevant Idaho-specific information.

Performance Measure:

Number of broadcast hours of Idaho-specific educational and informational programming.

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	FY19 Benchmark
2,074	1,955	2,050	1,568		2,000

Benchmark: 2,000 (by FY 2023)<sup>13</sup>

Objective I: Provide high-quality, educational television programming and new media content.

Performance Measure:

Number of awards for IdahoPTV media and services.

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	FY19 Benchmark
61	55	55	49		50

Benchmark: 55 (by FY 2023)<sup>14</sup>

Objective J: Be a relevant, educational and informational resource to all citizens.

Performance Measure:

Full-day average weekly cume (percentage of TV households watching) as compared to peer group of PBS state networks.

<b>FY14</b> (2013-2014)	<b>FY15</b> (2014-2015)	<b>FY16</b> (2015-2016)	<b>FY17</b> (2016-2017)	<b>FY18</b> (2017-2018)	<b>FY19</b> <b>Benchmark</b>
*	<b>31.1%</b>	<b>31.4%</b>	<b>28%</b>		<b>21.3%</b>

Benchmark: 21.3% (by FY 2023)<sup>15</sup>

\*New performance measure for FY15

Objective K: Operate an effective and efficient organization.

Performance Measure:

Successfully comply with FCC policies/PBS programming, underwriting and membership policies/CPB guidelines.

<b>FY14</b> (2013-2014)	<b>FY15</b> (2014-2015)	<b>FY16</b> (2015-2016)	<b>FY17</b> (2016-2017)	<b>FY18</b> (2017-2018)	<b>FY19</b> <b>Benchmark</b>
<b>Yes/Yes/Yes</b>	<b>Yes/Yes/Yes</b>	<b>Yes/Yes/Yes</b>	<b>Yes/Yes/Yes</b>		<b>Yes/Yes/Yes</b>

Benchmark: Yes/Yes/Yes (by FY 2023)<sup>16</sup>

Objective L: Work toward implementation of the Center for Internet Controls.

Performance Measure:

Work toward implementation of the Center for Internet Controls.

<b>FY14</b> (2013-2014)	<b>FY15</b> (2014-2015)	<b>FY16</b> (2015-2016)	<b>FY17</b> (2016-2017)	<b>FY18</b> (2017-2018)	<b>FY19</b> <b>Benchmark</b>
*	*	*	*	*	<b>Yes</b>

Benchmark: Yes (by FY 2023)<sup>17</sup>

\*New performance measure for FY19

**SBoE GOAL 2: EDUCATIONAL ATTAINMENT**

Idaho's public colleges and universities will award enough degrees and certificates to meet the education and forecasted workforce needs of Idaho residents necessary to survive and thrive in the changing economy.

**SBoE GOAL 3: WORKFORCE READINESS**

The educational system will provide an individualized environment that facilitates the creation of practical and theoretical knowledge leading to college and career readiness.

**KEY EXTERNAL FACTORS**

Funding – While State General Fund support for Idaho Public Television has been increasing as state revenues have grown, there continues to be pressure to reduce the size of government. In addition, significant concerns about Federal funding to the Corporation for Public Broadcasting and the U.S. Department of Education have emerged as Congress and the White

House attempt to rein in deficit spending. With nearly 20% of IdahoPTV funding coming from Federal sources via CPB, it remains a major worry. In addition, competition for private contributions continues to grow. IdahoPTV already out performs its peers of other State-licensed PBS stations in the percentage of the population which supports it. It is unrealistic to expect major growth in this area.

FCC Spectrum Auction – With the FCC's recent auctioning of TV Broadcast spectrum to wireless carriers and the subsequent repacking of stations into the remaining frequencies, Idaho Public Television faces major hurdles. KCDT transmitter in Coeur d'Alene will need to change channels, requiring a new transmitter & antenna, though the FCC has given IdahoPTV a new channel and funding to make the move. Unfortunately many of the 47 translators that serve smaller communities may also have to move channels, and the FCC will neither guarantee new frequencies nor provide funding for those mandated changes. Some areas of the state could lose over-the-air service.

Regulatory Changes – With more than 55% of Idaho Public Television funding coming from private contributions, the recent changes to federal tax policy has the distinct potential to negatively impact charitable giving. In addition, Idaho Public Television operates under numerous other rules and regulations from entities such as the Federal Aviation Administration, Federal Communications Commission, Department of the Interior, Department of Agriculture, Department of Education, Department of Homeland Security, and others. Changes to those policies and regulations could impact operations.

Broadband/New Media Devices – As viewers increasingly obtain their video content via new devices (computers, iPads, smartphones, broadband delivered set-top-boxes, etc.) in addition to traditional broadcast, cable and satellite, Idaho Public Television must invest in the technology to meet our viewers' needs. The ability of public television stations to raise private contributions and other revenue via these new platforms continues to be a significant challenge.

ATSC 3.0 – Recently, the FCC adopted standards for a new, improved television technology. Like the move from analog to digital, this new standard will make all previous television equipment obsolete for both the broadcaster and the consumer. Currently, adoption of this new standard is voluntary, but we expect that eventually it will become mandatory. Planning for this new standard is already underway; and as equipment is replaced, every effort is being made to ensure it is upgradable to the new standard.

## **EVALUATION PROCESS**

Idaho Public Television uses the following methods to evaluate our services:

We are a member of the Organization of State Broadcasting Executives, an association of chief executive officers of state public broadcasting networks, whose members account for almost half of the transmitters in the public television system. OSBE gathers information, keeps years of data on file, and tracks trends. OSBE members are represented on the policy teams for our national organizations, including PBS, APTS, and NETA.

We have a statewide advisory Friends board, currently 29 directors, with broad community and geographic representation. This board meets formally on a quarterly bases. It serves as a community sounding board to provide input.



Through Nielsen data, Google Analytics, and other research information, we have access to relevant metrics to make informed and successful marketing and programming decisions. Viewership helps determine which content is most relevant to the community we serve and how to best serve the people of Idaho. We also receive feedback from the community regarding our work. Our production team ascertains issues in the community and uses this information to plan local program productions. Each quarter, we prepare and post on the FCC website lists of programs we air that provide the station's most significant treatment of community issues.

Recently, Idaho Public Television was successful in obtaining a number of private and federal grants to provide educational services to teachers, students and parents. As part of those grants we will be conducting research on the impact these education initiatives are having on the populations served.

Additionally, IdahoPTV employed leaders from PBS Station Services with expertise in strategic planning to conduct a two-day retreat for station staff and board directors to help learn processes to evaluate our programs, products and services to ensure they support our connection to the community and our audiences. A number of specific goals were identified to help position the organization for a successful future.

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1. Benchmark is based on industry standard and the need to reach as many Idahoans as possible via all the content and video technologies.
  2. Benchmark is based on industry standard and the need to reach as many Idahoans as possible via all the content and video technologies.
  3. Benchmark is based on industry standard and the need to reach as many Idahoans as possible via all the content and video technologies.
  4. Benchmark is based on industry standard and the need to reach as many Idahoans as possible via all the content and video technologies.
  5. Benchmark is based on an analysis of historical trends combined with desired level of achievement.
  6. Benchmark is based on industry standard combined with analysis of workforce needs.
  7. Benchmark is based on industry standard and the desire to reach underserved and disabled populations.
  8. Benchmark is based on agency research and the need to reach as many Idahoans as possible via all the content and video technologies and to reach younger demographics.
  9. Benchmark is based on agency research and the need to reach as many Idahoans as possible via all the content and video technologies and to reach younger demographics.
  10. Benchmark is based on agency research and the need to reach as many Idahoans as possible via all the content and video technologies and to reach younger demographics.
  11. Benchmark is based on an analysis of historical trends combined with desired level of achievement.
  12. Benchmark is based on an analysis of historical trends combined with desired level of achievement.
  13. Benchmark is based on an analysis of historical trends combined with desired level of achievement.
  14. Benchmark is based on industry standard combined with desired level of achievement.
  15. Benchmark is based on industry standard combined with desired level of achievement.
  16. Benchmark is based on industry standard of best practices.

17. Benchmark is based on industry standard of best practices.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
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**ATTACHMENT 11**

Idaho Public Television  
FY 2019 – 2023 Strategic Plan Supplemental

Performance Measure	FY 2017 Data	FY 2019 Benchmark	FY 2023 Benchmark
Number of DTV translators.	47	47	47
Number of cable companies carrying our multiple digital channels.	50	28	28
Number of Direct Broadcast Satellite (DBS) providers carrying our prime digital channel.	8	8	8
Percentage of Idaho's population within our signal coverage area.	99.47%	98.4%	98.4%
Number of partnerships with other Idaho state entities and educational institutions.	47	32	35
Total FTE in content delivery and distribution.	17	Less than 25	Less than 24
Percentage of broadcast hours of closed captioned programming (non-live) to aid visual learners and the hearing impaired.	97.6%	100%	100%
Number of visitors to our websites.	1,981,837	1,700,000	1,850,000
Number of visitors to IdahoPTV/PBS video player.	143,637	100,000	100,000
Number of alternative delivery platforms and applications on which our content is delivered.	11	11	13
Number of broadcast hours of educational programming.	28,299	37,260	37,760
Number of broadcast hours of news, public affairs and documentaries.	11,372	13,000	13,500
Number of broadcast hours of Idaho-specific educational and informational programming.	1,568	2,000	2,000
Number of awards for IdahoPTV media and services.	49	50	55
Full-day average weekly cume (percentage of TV households watching) as compared to peer group of PBS state networks.	28%	21.3%	21.3%
Successfully comply with FCC policies/PBS programming, underwriting and membership policies/and CPB guidelines.	Yes/Yes/Yes	Yes/Yes/Yes	Yes/Yes/Yes
Work toward implementation of the Center for Internet Controls.		Yes	Yes

	State Board of Education Goals				
	Goal 1: EDUCATIONAL SYSTEM ALIGNMENT	Goal 2: EDUCATIONAL ATTAINMENT	Goal 3: WORKFORCE READINESS	Goal 4:	Goal 5:
Institution/Agency Goals and Objectives					
<b>GOAL 1: EDUCATIONAL SYSTEM ALIGNMENT – Ensure that all components of the educational system are integrated and coordinated to maximize opportunities for all students.</b>					
Objective A: Maintain a digital statewide infrastructure in cooperation with public and private entities.	✓				
Objective B: Nurture and foster collaborative partnerships with other Idaho state entities and educational institutions to provide services to the citizens of Idaho.	✓				
Objective C: Operate an efficient statewide delivery/distribution system.	✓				
Objective D: Provide access to IdahoPTV video content that accommodates the needs of the hearing and sight impaired.	✓				
Objective E: Provide access to IdahoPTV new media content to citizens, anywhere, that supports participation and education.	✓				
Objective F: Broadcast educational programs and provide related resources that serve the needs of Idahoans, which include children, ethnic minorities, learners, and teachers.	✓				
Objective G: Contribute to a well-informed citizenry.	✓				
Objective H: Provide relevant Idaho-specific information.	✓				



**Idaho State Department of Education**

**STRATEGIC PLAN FY2019-2023**

Superintendent Sherri Ybarra

**MISSION STATEMENT**

The Idaho State Department of Education is dedicated to providing the highest quality of support and collaboration to Idaho's public schools, teachers, students and parents.

**VISION STATEMENT**

Supporting Schools and Students to Achieve.

**GOAL 1**

**ALL IDAHO STUDENTS PERSEVERE IN LIFE AND ARE READY FOR COLLEGE AND CAREERS**

**Objective A: Fully implement the Idaho Content Standards (TF 2\*)**

Idaho's methodology for fully implementing the Idaho Content Standards is largely based in the expansion of successful teacher coaching programming, which will grow to include Math teachers in addition to the existing ELA component. This coaching model is designed to invest in human capital that remains in local districts and that meets local needs. Coaches focus on instructional shifts and work over time, face-to-face with teachers to help provide coherence and flexibility around the Idaho Content Standards, as well as immediate impact in classrooms. Long term, coaches will also include training administrators and regional cadres.

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**Performance Measures:**

- I. Percentage of students meeting proficient or advanced placement on the Idaho Standards Achievement Test.

	<b>FY16</b> (2015-2016)	<b>FY17</b> (2016-2017)	<b>FY18</b> (2017-2018)	<b>FY19</b> (2018-2019)	<b>FY20</b> (2019-2020)	<b>FY21</b> (2020-2021)	<b>Benchmark</b>
<b>ELA 5th</b>	53.8%	54%					69.2%
<b>MATH 5th</b>	40%	42%					60.0%
<b>ELA - High School**</b>	61.8%	59%					74.5%
<b>MATH - High School**</b>	30.9%	32%					53.9%

Benchmark: 5<sup>th</sup> Grade ELA – 69.2% of students.<sup>2</sup>(by 2022)  
 5<sup>th</sup> Grade Math – 60.0% of students.<sup>2</sup>(by 2022)  
 High School\*\* ELA – 74.5% of students.<sup>2</sup>(by 2022)  
 High School\*\* Math – 53.9% of students.<sup>2</sup>(by 2022)

\*\* Grades 10 through 12

- II. Percentage of all students meeting proficient or advanced placement on the Idaho Standards Achievement Test:

	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>Benchmark</b>
<b>Mathematics</b>	41.6%	41.8%					61.1%
<b>ELA/Literacy</b>	53.0%	52.0%					68.7%

Benchmark: Mathematics - 61.1% of all students.<sup>2</sup> (by 2022)  
 ELA/Literacy – 68.7% of all students.<sup>2</sup> (by 2022)

**Objective B: Implement multiple pathways to graduation**

In order to implement multiple pathways to graduation, SDE will assert, provide and offer increased flexibility (alternative methods) for students to demonstrate competency in satisfying state and local graduation requirements. The Advanced Opportunities and GEAR UP programs will contribute to this strategy, as will targeted efforts for special education and gifted and talented students.

**Performance Measures:**

- I. Percentage of high school juniors and seniors participating in Advanced Opportunities (Fast Forward Program only).

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
N/A	29%	32%	47%	60%

Benchmark: 60% of students per year.<sup>1</sup> (by 2022)

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**GOAL 2**

**ALL EDUCATION STAKEHOLDERS IN IDAHO ARE MUTUALLY RESPONSIBLE FOR ACCOUNTABILITY AND STUDENT PROGRESS**

**Objective A: Increase district autonomy and ability to innovate**

To implement this strategy, we recommend the Governor's Office, State Board of Education, and State Department of Education evaluate existing education laws and administrative rules and work with the Legislature to remove those which impede local autonomy, flexibility to adapt to local circumstances, and the ability of the schools to be agile, adaptive, innovative, and drive continuous improvement.

**Performance Measures:**

- I. Percentage of Idaho high school graduates meeting college placement/entrance exam college readiness benchmarks.

Exam	FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
SAT	25.7%	25.2%	33.0%	32.0%	60%
ACT	34.0%	37.0%	36.8%	33.0%	60%

**Benchmark:** SAT – 60% of students. Error! Bookmark not defined. (by 2024)

ACT – 60% of students. Error! Bookmark not defined. (by 2024)

**Objective B: Establish a Mastery Education Network (TF 1\*)**

Mastery education is being embraced by districts and schools across the country as a method of empowering learners, allowing more student voice and enabling students to learn at their own pace. At its core is the shift to learning as measured by a student's ability to demonstrate mastery, not seat time devoted to a subject or grade level. SDE will facilitate the creation of a voluntary network of schools that will begin to implement shifts toward mastery. During the first several years of this network, the state will convene these schools to learn from one another, support the schools where appropriate, learn from school innovations and best practices, and collect models for implementation to prepare for supporting additional schools in this shift. SDE will also investigate which state policies and rules impede a true mastery model, and work with state lawmakers to remove policy barriers to full implementation.

**Performance Measures:**

- I. High school cohort graduation rate.

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
84.1%	77.3%	78.9%	79.7%	95%

**Benchmark:** 95%<sup>2</sup>(by 2023)

**Key External Factors**

Movement toward meeting specified goals is contingent on efforts of state policy makers as well as the work taking place within the individual school districts and charter schools.

**Evaluation Process**

\*denotes Governor's K-12 Task Force Recommendations by number

<sup>1</sup> Benchmarks are set based on State Board of Education Benchmarks

<sup>2</sup> Benchmarks are set based on *Idaho's Consolidated State Plan*, February 15, 2018

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***Appendix 1***

***Cybersecurity Plans As required by Executive Order 2017-02, the strategic plan should also include an update on the agency's adoption of the National Institute of Standards and Technology (NIST) Cybersecurity Framework and implementation of Center for Internet Security (CIS) Controls. This may be incorporated into the framework of the agency's strategic plan if the efforts fit within an agency goal, or may be included as an addendum. At a minimum, strategic plans should identify how the agency will comply with the first five CIS Controls by June 30, 2018. They should also report any progress already made toward these goals.***

The State Department of Education has been working on proactive steps to mitigate cybersecurity risk. To increase the Department's capacity and ability to protect its systems and the data with which it is entrusted the Department has:

1. Hired a Security Coordinator to work on policy and implementation of security initiatives
2. Implemented cybersecurity awareness training for all SDE employees and initiated in-depth training for key personnel
3. Adopted the NIST Cybersecurity Framework as a guideline for securing critical systems
4. Worked to implement the first five Center for Internet Security Critical Security Controls (CIS Controls)
  - a. Analyzed initial compliance with each of the 20 CIS Controls
  - b. Drafted IT policy and adapted internal procedure to meet the first five CIS Controls
  - c. Installed and adjusted hardware and software configurations to align with the first five CIS Controls



**TechHelp Strategic Plan  
2019 – 2023**

**MISSION STATEMENT**

*TechHelp will be a respected, customer-focused, industry recognized organization with strong employee loyalty, confidence of its business partners and with the resources and systems in place to achieve the following sustained annual results in 2021:*

- *80 manufacturers reporting \$100,000,000 economic impact*
- *180 jobs created*
- *> \$20,000 and < \$50,000 Net Income*

**VISION STATEMENT**

*TechHelp is Idaho's Manufacturing Extension Partnership (MEP) center. Working in partnership with the state universities, we provide assistance to manufacturers, food and dairy processors, service industry and inventors to grow their revenues, to increase their productivity and performance, and to strengthen their global competitiveness.*

*"Our identity is shaped by our results."*

**GOAL 1**

*Economic Impact on Manufacturing in Idaho – Deliver a quantifiable positive return on both private business investments and public investments in TechHelp by adding value to the manufacturing client and the community.*

**Objective A:** *Offer technical consulting services and workshops that meet Idaho manufacturers' product and process innovation needs.*

**Performance Measure:**

- I. Client reported economic impacts (sales, cost savings, investments and jobs) resulting from projects**

FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
\$34,142,000/154 New Jobs	\$182,258,168/340 New Jobs	\$33,022,678/100 New Jobs	\$33,726,818/70 New Jobs	\$100,000,000/180 New Jobs

**Benchmark:** *Reported cumulative annual impacts improve by five percent over the prior year achieving \$100,000,000 and 180 new jobs annual reported impact by 2021<sup>1</sup>.*

**Objective B:** *Offer a range of services to address the needs of Small, Rural, Start-up and Other manufacturers Idaho.*

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**Performance Measure:**

- I. Number of impacted clients categorized as Small, Rural, Start-up and Other as reported in the MEP MEIS system**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017) Q1-Q3	FY18 (Q2 2017- Q1 2018)	Benchmark
N/A	N/A	N/A	17 Small	35 Small	15 Small
N/A	N/A	N/A	39 Rural	42 Rural	20 Rural
N/A	N/A	N/A	4 Start-Up	17 Start-up	10 Start-up
N/A	N/A	N/A	25 Other	23 Other	35 Other

**Benchmark:** Number of clients served by category exceeds MEP goal as follows by 2021<sup>ii</sup>:  
15 Small,  
20 Rural,  
20 Start-up,  
35 Other

**Objective C:** *Ensure manufacturing clients are satisfied with services.*

**Performance Measure:**

- I. Customer satisfaction reported on MEP survey**

FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
10 out of 10	9 out of 10	9 out of 10	9.6 out of 10	8 out of 10

**Benchmark:** Customer satisfaction score is consistently > 8 out of 10<sup>iii</sup>

**Goal 2**

*Operational Efficiency – Make efficient and effective use of TechHelp staff, systems, partners and third parties, and Advisory Board members.*

**Objective A:** *Increase the number of client projects and events.*

**Performance Measure:**

- I. State dollars expended per project/event**

FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
\$1,769	\$1,139	\$774	\$920	> Prior year's total

**Benchmark:** Dollars per project/event expended is less than prior year's total<sup>iv</sup>

**Objective B:** *Offer services to numerous Idaho manufacturers.*

**Performance Measure:**

- I. Number of impacted clients per \$ Million federal investment as reported on MEP sCOREcard<sup>v</sup>**

FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
45 Clients Surveyed	56 Clients Surveyed	69 Clients Surveyed	81 Clients Surveyed	80 Clients Surveyed

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**Benchmark:** Number of clients served exceeds federal minimum with a goal of 80 clients surveyed (i.e., 110 clients per \$ Million) by 2021<sup>vi</sup>

**Goal 3**

*Financial Health – Increase the amount of program revenue and the level of external funding to assure the fiscal health of TechHelp.*

**Objectives A:** Increase total client fees received for services.

**Performance Measure:**

**I. Gross and Net revenue from client projects**

FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
\$668,217	\$615,117	\$593,940	\$576,890	\$1,200,000 gross annually
\$354,763	\$454,672	\$409,175	\$391,904	\$700,000 net annually

**Benchmark:** Annual gross and net revenue exceeds the prior year by five percent achieving \$1,200,000 gross and \$700,000 net annually by 2021<sup>vii</sup>

**Objectives B:** Increase external funding to support operations and client services.

**Performance Measure:**

**I. Total dollars of non-client funding (e.g. grants) for operations and client services.**

FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
\$825,000	\$910,236	\$885,236	\$885,236	\$1,300,000

**Benchmark:** Total dollars of non-client funding for operations and client services exceed the prior year's total achieving \$1,300,000 by 2021<sup>viii</sup>.

**Key External Factors**

- I. State Funding:  
Nationally, state funding is the only variable that correlates highly with the performance of the Manufacturing Extension Partnership centers. State funding is subject to availability of state revenues as well as gubernatorial and legislative support and can be uncertain.
- II. Federal Funding:  
The federal government is TechHelp's single largest investor. While federal funding has been stable, it is subject to availability of federal revenues as well as executive and congressional support and can be uncertain.
- III. Economic Conditions:  
Fees for services comprise a significant portion of TechHelp's total revenue. We are encouraged by current economic activity and believe it will support the ability of Idaho manufacturers to contract TechHelp's services.

### **Evaluation Process**

The TechHelp Advisory Board convenes its membership, which is made up of representatives from leaders of manufacturing companies, professional services companies, and Idaho's three universities, to review and recommend changes to the center's planning, client services and strategic plan. Recommendations are presented to the Advisory Board and the Executive Director for consideration. Additionally, as part of the NIST MEP cooperative agreement, the Advisory Board reviews and considers inputs that affect its strategic plan. Plan changes may be brought to the Advisory Board or TechHelp leadership and staff during the year. Review and re-approval occurs annually and considers progress towards performance measure goals, which are formally reviewed quarterly.

Performance towards meeting the set benchmarks is reviewed and discussed quarterly at both TechHelp staff meetings and at Advisory Board Meetings. The Advisory Board may choose at that time to direct staff to change or adjust performance measures or benchmarks contained strategic pan.

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<sup>i</sup> This benchmark is based on current and projected resources and established best practices based on those resources.

<sup>ii</sup> This benchmark is based on current and projected resources, resource geographic location and established best practices based on those resources.

<sup>iii</sup> This benchmark is based on analysis of customer survey feedback for types of services offered.

<sup>iv</sup> This benchmark is based on analysis of available resources, types of services and program investment.

<sup>v</sup> Methodology using a balanced scorecard.

<sup>vi</sup> This benchmark is based on federal requirements and projections of federal investment.

<sup>vii</sup> This benchmark is based on existing average performance levels and a 5% annual increase.

<sup>viii</sup> This benchmark is based on existing average performance levels and a 5% annual increase.



IDAHO SMALL BUSINESS DEVELOPMENT  
STRATEGIC PLAN  
2019 – 2023

EMPOWERING BUSINESS SUCCESS

**MISSION STATEMENT**

To enhance the success of small businesses in Idaho by providing high-quality consulting and training, leveraging the resources of colleges and universities.

**VISION STATEMENT**

Idaho SBDC clients are recognized as consistently outperforming their peers.

**GOAL 1 - Maximum Client Impact**

Focus time on clients with the highest potential for creating economic impact.

**Objective A:** Develop long-term relationships with potential and existing growth and impact clients.

**Performance Measures:**

**I. Percent of hours with clients with recorded impact**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
49%	54%	52%	34%	70%

Benchmark: 70%<sup>1</sup> (by 2022)

**II. Capital raised by clients in millions**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
\$24.3	\$31.6	\$33.9	\$49.0	\$40.6

Benchmark: \$40.6 million<sup>2</sup> (by FY 2022)

**III. Client sales growth in millions**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
\$33.7	\$47.1	\$52.0	\$46.0	\$56.6

Benchmark: \$56.6 million<sup>3</sup> (by FY 2022)

**IV. Jobs created by clients**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
429	708	871	747	900

Benchmark: 900<sup>4</sup> (by FY 2022)

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**Objective B:** Expand expertise available to clients through cross-network consulting, adding programs, using tools, and increasing partnerships.

**Performance Measures:**

**I. Per cent of cross-network consulting hours (new metric)**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
			0.4%	10%

Benchmark: 10%<sup>5</sup> (by FY 2022)

**GOAL 2 – Strong Brand Recognition**

Increase brand recognition with stakeholders and the target market.

**Objective A:** Create statewide marketing plan and yearly marketing matrix to provide consistent voice and message.

**Performance Measures:**

**I. Yearly marketing plan created and distributed**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
			In progress	completion

Benchmark: <sup>6</sup> (by FY 2022)

**II. # of training hours**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
11,390	11,231	11,793	11,795	14,944

Benchmark: 14,944<sup>7</sup> (by FY 2022)

**Objective B:** Create and implement a brand awareness survey.

**Performance Measures:**

**I. Baseline awareness being established**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
			In progress	TBD

Benchmark: established in FY18<sup>8</sup> (by FY 2022)

**GOAL 3 – Increase Resources**

Increase funding and consulting hours to create economic impact through increased client performance.

**Objective A:** Bring additional resources to clients through partnerships, students, and volunteers.

**Performance Measures:**

**I. % client referrals from partners**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
			11%	TBD

Benchmark: TBD<sup>9</sup> (by FY 2022)

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**Objective B:** Seek additional funding for Phase 0 program and to locate PTAC consultants in north and east Idaho.

**Performance Measures:**

**II. Amount of funding**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
			\$74,000	\$100,000

Benchmark: \$100,000<sup>10</sup> (by FY 2020)

**GOAL 4 – Organizational Excellence**

Ensure the right people, processes and tools are available to deliver effective and efficient services.

**Objective A:** Implement professional development certification on Global Classroom.

**Performance Measures:**

**I. % of employees meeting certification and recertification requirements**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
			80% complete	100%

Benchmark: 100%<sup>11</sup> (by FY 2018)

**II. Return on Investment**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
4:1	2:1	5:1	8:1	7:1

Benchmark: 6:1 average over rolling 5 years<sup>12</sup> (by FY 2020)

**III. Overall customer satisfaction rating (source of data being changed)**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
				4.6

Benchmark: 4.6<sup>13</sup> (yearly)

**Objective B:** Deliver monthly internal trainings to increase expertise and share best practices.

**Performance Measures:**

**I. Rating of consultant skill adequacy (new metric)**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
			4.9	4.6

Benchmark: 4.6<sup>14</sup> (yearly)

**Key External Factors**

The Idaho SBDC is part of a national network providing on-cost consulting and affordable training to help small business grow and thrive in all U.S. states and territories. The network has an accreditation process conducted every five years to assure continuous improvement and high quality programs. The accreditation standards, based on the Malcolm Baldrige Quality Standards, cover six key areas:

- Leadership
- Strategic Planning
- Stakeholder and Customer Focus

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- Measurement, Analysis and Knowledge Management
- Workforce Focus
- Operations Focus

The Idaho SBDC also achieved accreditation of its technology commercialization program – one of 15 SBDC's out of 63 networks – in 2014 and continues to offer technology commercialization assistance to entrepreneurs, existing companies, and colleges/universities. Maintaining this accreditation is a continuing focus.

#### Evaluation Process

Funding is received from the U.S. Small Business Administration (SBA), the State of Idaho through the State Board of Education, and Idaho's institutes of higher education who host six outreach offices to cover all 44 Idaho counties. Needs and requirements from a three key stakeholders are considered on a yearly basis and incorporated into the Idaho SBDC's strategic plan. Strategic planning is an on-going process with a yearly planning session conducted in an all-staff meeting in the Spring each year and progress tracked through a Fall all-staff meeting and two other conference calls. Performance metrics are required by SBA and also the accreditation process. A statewide Advisory Council composed of small businesses and stakeholder representatives meets four times per year and contributes to the strategic plan.

Progress on many of the performance measures versus goals are located on a dashboard in the Idaho SBDC's client management system so that all staff understand the expectations and progress. Goals are reviewed at least twice a year during a monthly video conference with regional directors and program managers. Measures that are not part of the dashboard are calculated and reported to the State Board of Education.

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<sup>1</sup> Benchmark is set based on an analysis of historical trends and available resources and a commitment to maximum client impact – 20% increase in hours with impact clients in 5 years.

<sup>2</sup> Benchmark is set based on an analysis of historical trends and available resources and a commitment to maximum client impact and a 20% increase in the average of the last 3 years.

<sup>3</sup> Benchmark is set based on an analysis of historical trends and available resources and a commitment to maximum client impact and a 20% increase in the average of the last 3 years.

<sup>4</sup> Benchmark is set based on an analysis of historical trends and available resources and a commitment to maximum client impact and a 20% increase in the average of the last 3 years.

<sup>5</sup> Mechanism to measure is being developed.

<sup>6</sup> Completing of marketing plan and yearly marketing calendar

<sup>7</sup> Benchmark is set based on an analysis of historical trends and available resources and the use of training programs to increase awareness.

<sup>8</sup> A process is being developed to set a baseline. A goal will be set in FY19.

<sup>9</sup> Benchmark is being set by adjusting the list of partners and making the field mandatory. Baseline will be set in FY19 and benchmark projected.

<sup>10</sup> Benchmark was set by calculating the demand for Phase 0 funding and for support of a half-time person in north Idaho and a half-time person in east Idaho.

<sup>11</sup> All employees should be certified within 6 month of start date and obtain 1 hour of certification for each hour worked/week (40 hours of yearly professional development for a full-time person).

<sup>12</sup> Based on 30% increase of the average of the past 3 years and is measured as a 3 year rolling average.

<sup>13</sup> Based historical data and is a combination of the average of the overall satisfaction from the initial survey, 120-day survey, and annual survey - on a scale of 1-5 with 5 being the highest rating.

<sup>14</sup> Based historical data and is a combination of the average of the skills assessment from the initial survey, 120-day survey, and annual survey - on a scale of 1-5 with 5 being the highest rating.



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Appendix 1

	<b>State Board of Education Goals</b>				
	<i>Goal 1: A WELL EDUCATED CITIZENRY</i>	<i>Goal 2: INNOVATION AND ECONOMIC DEVELOPMENT</i>	<i>Goal 3: DATA- INFORMED DECISION MAKING</i>	<i>Goal 4: EFFECTIVE AND EFFICIENT EDUCATIONAL SYSTEM</i>	<i>Goal 5:</i>
<b>Institution/Agency Goals and Objectives</b>					
<b>GOAL 1: MAXIMUM CLIENT IMPACT</b> Focus consulting time on clients with the highest potential for creating economic impact.					
<b>Objective A:</b> Develop long-term relationships with potential and existing growth and impact clients.	✓	✓	✓		
<b>Objective B:</b> Expand expertise available to clients through cross-network consulting, adding programs, using tools, and increasing partnerships.	✓	✓			
<b>GOAL 2: STRONG BRAND RECOGNITION</b> Increase brand recognition with stakeholders and the target market.					
<b>Objective A:</b> Create statewide marketing plan and yearly marketing matrix to provide consistent voice and message.		✓	✓		
<b>Objective B:</b> Create and implement a brand awareness survey.		✓			
<b>GOAL 3: INCREASE RESOURCES</b> Increase funding and other resources to serve Idaho's small businesses and create economic impact.					

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<b>Objective A:</b> Bring additional resources to clients through partnerships, students, and volunteers.		✓			
<b>Objective B:</b> Seek additional funding for Phase 0 program and to locate PTAC consultants in north and east Idaho.		✓			
<b>GOAL 4: ORGANIZATIONAL EXCELLENCE</b> Ensure the right people, processes and tools are available to deliver effective and efficient services.					
<b>Objective A:</b> Implement professional development certification on Global Classroom.		✓		✓	
<b>Objective B:</b> Deliver monthly internal trainings to increase expertise and share best practices.		✓		✓	

## Family Medicine Residency of Idaho, Inc.



**FY 2019 – 2023  
Strategic Plan**

### **MISSION STATEMENT**

Train outstanding broad spectrum family medicine physicians to work in underserved and rural areas while serving the vulnerable populations of Idaho with high quality, affordable care provided in a collaborative work environment

### **VISION STATEMENT**

A vibrant, nationally recognized teaching health center providing exceptional, comprehensive, person-centered care.

### **GOAL 1: Family Medicine Workforce**

To produce Idaho's future family medicine workforce by attracting, recruiting, and employing outstanding medical students to become family medicine residents and to retain as many of these residents in Idaho as possible post-graduation from residency.

#### **1.1. Core Program – Boise**

##### **1.1.1. Maintain resident class size of 11-11-11**

- 1.1.1.1. Raymond (11-5-5)
- 1.1.1.2. Fort (0-2-2)
- 1.1.1.3. Emerald (0-2-2)
- 1.1.1.4. Meridian (0-2-2)

#### **1.2. Rural Training Tracks**

- 1.2.1.1. Caldwell (3-3-3)
- 1.2.1.2. Magic Valley (2-2-2)

#### **1.3. Fellowships**

- 1.3.1.1. Sports Medicine (1)
- 1.3.1.2. HIV Primary Care (1)
- 1.3.1.3. Geriatrics (1)
- 1.3.1.4. OB (1)

#### **1.4 Core Program – Nampa**

- 1.4.1 Will look to open new Family Medicine Residency Program in Nampa on July 1, 2019 with resident class size of 6 per class (6-6-6)

**Objective A:** To recruit outstanding medical school students to FMRI for family medicine residency education, this includes recruitment to the rural training tracks and fellowships. The FMRI maintains an

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outstanding national reputation for training family physicians, participates in national recruitment of medical students, participates in training of medical students in Idaho and participates actively in the recruitment, interview and selection process to match outstanding candidates for its programs.

**Performance Measures:**

- I. FMRI will track how many students match annually for residency training in family medicine at FMRI.**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
16/16 = 100%	16/16= 100%	16/16= 100%	16/16= 100%	16/16= 100%	100%

**Benchmark:** One hundred percent of all resident positions and over 50 percent of all fellow positions matched per year. This measure reflects the national standard of excellence in residency accreditation and capacity within the fellowships.

**Objective B:** To graduate fully competent family physicians ready to practice independently the full scope of family medicine. This is achieved through curriculum and experiential training which reflects the practice of family medicine in Idaho, including training in rural Idaho communities.

**Performance Measures:**

- II. FMRI will track the ABFM board certification rates of the number of graduates per year from FMRI.**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
100%	100%	100%	100%	N/A	>95%

**Benchmark:** FMRI will attain a 95 percent ABFM board certification pass rate of all family physicians and fellows per year from the program. This is a measure commensurate with the accreditation standard for family medicine residency programs.

**Objective C:** To keep as many family physicians as possible in Idaho after residency and fellowship graduation. This is done through the recruitment process for residents and fellows, the intentional curriculum design to meet the needs of Idaho, programming and education reflective graduates in making practice location decisions.

**Performance Measures:**

- III. FMRI will encourage all graduates (residents and fellows) to practice in Idaho and track how many remain in Idaho.**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
47%	43%	47%	56%	50%	>50%

**Benchmark:** 50 percent retention rate of graduates to practice in Idaho. This measure reflects an outstanding benchmark well above the state median for retention of physicians retained from GME.

**Objective D:** To produce as many family physicians as possible to practice in rural or underserved Idaho. This is done through the recruitment process for residents and fellows, the intentional curriculum design to meet the needs of both rural and underserved Idaho, education reflective of the needs and opportunities in rural and underserved practices in Idaho, and dedicated role models in guiding

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graduates in making practice locations decisions to care for rural and underserved populations of patients. The curriculum intentionally involves direct care of rural and underserved populations throughout the course of residency training.

**Performance Measures:**

**IV. Of those graduates staying in Idaho, FMRI will track how many stay in rural or underserved Idaho.**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
43%	50%	75%	100%	51%	40%

**Benchmark:** 40 percent of graduates staying in Idaho will be practicing in rural or underserved Idaho. This measure demonstrates an exceptional commitment of the program and its graduates to serving rural and underserved populations in particular.

**Objective E:** To begin a new family medicine residency program in Nampa, Idaho with 6 family medicine residents per class.

**Performance Measures:**

**V. To have the first class of 6 family medicine residents start on July 1, 2019.**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
N/A	N/A	N/A	N/A	N/A	100%

**Benchmark:** To fill the first class of 6 family medicine residents on July 1, 2019.

**GOAL 2: Patient Care | Delivery | Service**

Serve the citizens of Ada County and surrounding areas in a high-quality Patient Centered Medical Home.

- 2.1 All FMRI clinics where resident education is centered will attain and maintain National Committee on Quality Assurance (NCQA), Level III Patient Centered Medical Home (PCMH) recognition.
- 2.2 All FMRI clinics will utilize Meaningful Use criteria in using the Electronic Medical Records (EMR).
- 2.3 FMRI will maintain a 340b Pharmacy, with expanded access for our patients via expanded hours and utilize Walgreen's and other local pharmacy collaborations.

**Objective A:** To maintain recognition NCQA Level III PCMH. Maintenance of NCQA recognition is on a 3 year cycle.

**Performance Measures:**

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***I. All FMRI clinics where resident continuity clinics reside will maintain Level III PCMH's and we will apply for NCQA recognition for our other two clinics.***

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>FY18 (2017-2018)</b>	<b>Benchmark</b>
<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

**Benchmark:** Maintain 100% NCQA designation as a Level III PCMH at all FMRI clinics where resident continuity clinics reside. NCQA recognition is the national standard for PCMH recognition.

**Objective B:** All FMRI clinics using Meaningful Use Electronic Medical Records. We are tracking the meaningful use objectives and measures and are assuring that all the providers at FMRI are meeting these.

**Performance Measures:**

***II. All FMRI clinics using Meaningful Use EMR criteria.***

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>FY18 (2017-2018)</b>	<b>Benchmark</b>
<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

**Benchmark:** Implement Meaningful Use EMR at all clinics. Meaningful Use EMR is necessary for coordinated and integrated care as part of NCQA recognition and good patient care. Medicaid Provider Meaningful Use Incentive program is necessary for compliance.

**Objective C:** Maintenance and expansion of FMRI 340b pharmacy services. We have expanded our pharmacy hours to help patient access as well as the Walgreens and other pharmacy collaboration.

**GOAL 3: Education**

To provide an outstanding family medicine training program to prepare future family medicine physicians.

- 3.1 All FMRI programs maintain Accreditation Council for Graduate Medical Education (ACGME) accreditation where appropriate.
- 3.2 All FMRI programs maintain integrated patient care curriculum and didactics.
- 3.3 All FMRI programs maintain enhanced focus on research and scholarly activities.
- 3.4 FMRI programs have a quality and patient safety curriculum for clinical learning environments.
- 3.5 FMRI demonstrates mastery of the New Accreditation System (NAS) of the ACMGE.

**Objective A:** FMRI will maintain full accreditation with Accreditation Council of Graduate Medical Education (ACGME) and its Residency Review Committee for Family Medicine (RRC-FM). This is a marker of certification and excellence for accredited programs.

**Performance Measures:**

***I. FMRI will track its accreditation status and potential citations.***

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FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
100%	100%	100%	100%	100%	100%

**Benchmark:** Maintain 100 percent full and unrestricted ACGME program accreditation for all programs as appropriate. This measure meets the ideal goal for the FMRI programs.

**Objective B:** FMRI will maintain all ACGME accreditation requirements in the New Accreditation System (NAS) including a Clinical Competency Committee (CCC), Annual Program Evaluations (APE), Annual Institutional Review (AIR), and Clinical Learning Environment Review (CLER). This set of goals is met through oversight of each FMRI program by the FMRI Graduate Medical Education Committee on an ongoing basis.

**Performance Measures:**

**II. FMRI will track its NAS CCC, APE, AIR and CLER goals.**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
N/A	100%	100%	100%	100%	100%

**Benchmark:** Maintain 100 percent monitoring for all programs as appropriate. This measure meets the ideal goal for the FMRI programs.

**GOAL 4: Faculty**

FMRI has a diverse team of faculty that provides rich training environments, who are tremendously dedicated and committed to family medicine education, and enjoy working with family medicine residents and caring for our patients.

4.1 Continue to provide faculty development fellowship opportunities at the University of Washington.

**Objective A:** Continue expansion of dedicated and committed family medicine faculty. Targeted recruiting of full spectrum family medicine faculty through local, alumni resource, regional and national recruiting efforts.

**Performance Measures:**

**I. One faculty member per year at the UW Faculty Development Fellowship.**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
One	One	One	One	N/A	One

**Benchmark:** One per year. This measure meets the ideal goal for the FMRI programs.



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**GOAL 5: Rural Outreach**

The three pillars of FMRI's rural outreach are to provide education to students, residents and rural providers, to provide service and advocacy for rural communities and foster relationships that will help create and maintain the workforce for rural Idaho.

5.1 Increase to 35 rural site training locations.

**Objective A:** To maintain 35 rural site training locations in Idaho. This goal is met through growing partnerships with communities resulting in development of additional rotations in rural Idaho.

**Performance Measures:**

**II. Maintain 35 rural site training locations**

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>FY18 (2017-2018)</b>	<b>Benchmark</b>
<b>N/A</b>	<b>31</b>	<b>34</b>	<b>34</b> With active PLA's; In process of developing Driggs for 35	<b>39</b>	<b>35</b>

**Benchmark:** Maintain 35 sites. This measurement is based upon standing agreements with resident rotation sites.

**Key External Factors**

1. **Funding:** The Family Medicine Residency of Idaho (FMRI) and its operations are contingent upon adequate funding. For fiscal 2018, approximately 59% of revenues were generated through patient services (including pharmacy), 18% were derived from grants and other sources, and 23% came from contributions (excluding in-kind contributions for facility usage and donated supplies). Contributions include Medicare GME dollars and other amounts passed through from the area hospitals, as well as funding from the State Board of Education. Grant revenue is comprised primarily of federal or state-administered grants, notably a Consolidated Health Center grant, Teaching Health Center grant, and grants specific to HIV, TB and refugee programs administered by the FMRI.
2. **Teaching Health Center (THC) Grant Funding:** The FMRI received grant funding through the THC-GME program of the Affordable Care Act (ACA) in fiscal 2012 to fund six residents annually in family medicine training. This expansion increased the overall FMRI class size by two residents per class (total of six in the program representing the three classes). At this time, it is believed this funding will continue through fiscal 2017 due to the passage of the Medicare Access and CHIP Reauthorization Act of 2015 (MACRA). Award amounts will be dependent on the unused funds from the previous program years but are expected to be similar to fiscal 2016 awards. This funding is expected to stop on September 2019.

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3. Hospital Support: FMRI requires contributions from both Saint Alphonsus and St. Luke's Health Systems in regards to Medicare DME/IME pass through money. This is money given through the hospitals to the Residency by the federal government in the form of Medicare dollars to help with our training. In addition, the hospitals both have additional contributions that are essential to FMRI's operations. The Hospitals have become progressively strapped financially and have not increased payment for the last 5 years.
4. Medicaid/Medicare: FMRI requires continued cost-based reimbursement through our Federally Qualified Health Center (FQHC) designation model for Medicaid and Medicare patients. This increased reimbursement funding is critical to the financial bottom line of the Residency. Medicaid and Medicare should continue its enhanced reimbursement for Community Health Centers and Federally Qualified Health Centers into the future. The new Presidents administration may have a disastrous impact on Medicaid.
5. Federally Qualified Health Center (FQHC) and Teaching Health Center Designations: FMRI must maintain its FQHC and Teaching Health Center designations and advocate for continued medical cost reimbursement. In late October 2013, FMRI became a Section 330 New Access Point grantee with the addition of the Kuna clinic and Meridian Schools clinic and the expansion of the Meridian clinic. Currently, all eight of FMRI's outpatient clinics received the FQHC designation. FQHC grant funding represented approximately 5% of fiscal 2017 funding.
6. Legislation/Rules: The Idaho State Legislature's support of FMRI's request for state funding is critical to the ongoing success of FMRI as it provides essential financial resources for the FMRI's continued residency training program. The total funding FMRI received from the state in FY 2017 was \$1,530,000. This was increased for FY 2019 to \$3,270,000 to provide for the new Family Medicine Residency in Nampa as well as the FMRI's four fellowship programs and a new Rural Training Track in the future.
7. Governor's Support: Governor C.L. "Butch" Otter continued his strong support for FMRI and graduate medical education training by recommending an increase in funding for graduate medical education training in general and FMRI funding in particular as noted above. The upcoming election of a new Governor will be important for ongoing support of our key programs and initiatives.

**Evaluation Process**

*A clear, specific and measurable methodology of setting goals around workforce education, patient care, faculty and rural outreach will be used. This will help both the FMRI and SBOE stay on a clear path for success with the FMRI program.*

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Appendix 1

	Family Medicine Residency Goals				
	<i>Goal 1: Family Medicine Workforce</i>	<i>Goal 2: Patient Care / Delivery / Service</i>	<i>Goal 3: Education</i>	<i>Goal 4: Faculty</i>	<i>Goal 5: Rural Outreach</i>
<b>Institution/Agency Goals and Objectives</b>					
<b>GOAL 1: Family Medicine Workforce</b> To produce Idaho's future family medicine workforce by attracting, recruiting, and employing outstanding medical students to become family medicine residents and to retain as many of these residents in Idaho as possible post – graduation from residency.					
<b>Objective A:</b> To recruit outstanding medical school students to FMRI for family medicine residency education, this includes recruitment to the rural training tracks and fellowships. The FMRI maintains an outstanding national reputation for training family physicians, participates in national recruitment of medical students, participates in training of medical students in Idaho and participates actively in the recruitment, interview and selection process to match outstanding candidates for its programs.	✓	✓	✓		
<b>Objective B:</b> To graduate fully competent family physicians ready to practice independently the full scope of family medicine. This is achieved through curriculum and experiential training which reflects the practice of family medicine in Idaho, including training in rural Idaho communities.	✓		✓		✓
<b>Objective C:</b> To keep as many family physicians as possible in Idaho after residency and fellowship graduation. This is done through the recruitment process for residents and fellows, the intentional curriculum design to meet the needs of Idaho, programming and education reflective graduates in making practice location decisions.	✓	✓			✓
<b>Objective D:</b> To produce as many family physicians as possible in Idaho after residency and fellowship graduation. This is done through the recruitment process for residents and fellows, the intentional curriculum design to meet the needs of Idaho, programming and education reflective graduates in making practice location decisions.	✓				✓
<b>GOAL 2: Patient Care   Delivery   Service</b> Serve the citizens of Ada County and surrounding areas in a high-quality Patient Centered Medical Home.					

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<b>Objective A:</b> To maintain recognition NCQA Level III PCMH. Maintenance of NCQA recognition is on a 3 year cycle.		✓	✓		
<b>Objective B:</b> All FMRI clinics using Meaningful Use Electronic Medical Records. We are tracking the meaningful use objectives and measures and are assuring that all the providers at FMRI are meeting these.		✓	✓		
<b>GOAL 3: Education</b> To provide an outstanding family medicine training program to prepare future family medicine physicians.					
<b>Objective A:</b> FMRI will maintain full accreditation with Accreditation Council of Graduate Medical Education (ACGME) and its Residency Review Committee for Family Medicine (RRC-FM). This is a marker of certification and excellence for accredited programs.			✓		
<b>Objective B:</b> FMRI will maintain all ACGME accreditation requirements in the New Accreditation System (NAS) including a Clinical Competency Committee (CCC), Annual Program Evaluations (APE), Annual Institutional Review (AIR), and Clinical Learning Environment Review (CLER). This set of goals is met through oversight of each FMRI program by the FMRI Graduate Medical Education Committee on an ongoing basis.			✓		
<b>GOAL 4: Faculty</b> FMRI has a diverse team of faculty that provides rich training environments, who are tremendously dedicated and committed to family medicine education, and enjoy working with family medicine residents and caring for our patients.					
<b>Objective A:</b> Continue expansion of dedicated and committed family medicine faculty. Targeted recruiting of full spectrum family medicine faculty through local, alumni resource, regional and national recruiting efforts.			✓	✓	
<b>GOAL 5: Rural Outreach</b> The three pillars of FMRI's rural outreach are to provide education to students, residents and rural providers, to provide service and advocacy for rural communities and foster relationships that will help create and maintain the workforce for rural Idaho.					
<b>Objective A:</b> To maintain 35 rural site training locations in Idaho. This goal is met though growing partnerships with communities resulting in development of additional rotations in rural Idaho.	✓		✓		✓



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**ATTACHMENT 16**

**ISU Department of Family Medicine**  
**Strategic Plan 2019-2023**

**MISSION STATEMENT**

Idaho State University Family Medicine Residency is committed to interdisciplinary, evidence-based care and service to our patients and community, university-based education of residents & students, and recruitment of physicians for the State of Idaho.

**VISION STATEMENT**

Idaho State University Family Medicine Residency (ISU FMR) envisions a clinically rich residency program; graduating courteous, competent, rural physicians.

**GOAL 1**

**Access – Recruitment of physicians for Idaho**

**Objective A:** Ensure national reputation and online national exposure to maintain a high number of high caliber applicants to ISU Family Medicine Residency.

**Performance Measures:**

***High application rate and interview rate.***

<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>FY18 (2017-2018)</b>	<b>Benchmark</b>
-- 69 interviews	709 applications 78 interviews	825 applications 90 interviews	824 application 76 interviews	>200 applications >70 interviews

**Benchmark:** Applicant rate should be above 200 and interview rate should be 10 times the number of resident positions, or above 70 applicants per year.

**Objective B:** Match successfully each year through the Electronic Residency Application System.

**Performance Measures:**

***Successful match each March.***

<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>FY18 (2017-2018)</b>	<b>Benchmark</b>
7	7	7	7	7

**Benchmark:** Initial 100% fill rate for 7 slots, 0% SOAP

**Objective C:** Structure the program so that 50% of graduates practice in Idaho.

**Performance Measures:**

***Percent of graduates practicing in Idaho.***

<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>FY18 (2017-2018)</b>	<b>Benchmark</b>
86%	43%	86%	33%	≥50%

**Benchmark:** at least a 50% rate of graduates practice in Idaho

**Objective D:** Train and encourage residents to settle and serve in rural and underserved locations.

**Performance Measures:**

***Percent of graduates practicing in rural and underserved areas.***

<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>FY18 (2017-2018)</b>	<b>Benchmark</b>
43% rural 100%underserve	48% rural 86% underserved	57% rural 57% underserved	33% rural 67% underserved	≥75%

**Benchmark:** 75% of graduates practice in rural or underserved areas

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**GOAL 2**

**Quality – Sustain and continuously improve medical care for Idaho citizens through education, quality improvement, and clinical research.**

**Objective A:** Prepare and ensure the residents are educated to become board certified in family medicine.

**Performance Measures:**

***Number of residents who take the American Board of Family Medicine exam within one year of training.***

<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>FY18 (2017-2018)</b>	<b>Benchmark</b>
<b>7</b>	<b>7</b>	<b>7</b>	<b>7</b>	<b>7</b>

**Benchmark:** 95% of residents take the ABFM exam within one year.

**Objective B:** Achieve a high board examination pass rate.

**Performance Measures:**

***Board examinations passed.***

<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>FY18 (2017-2018)</b>	<b>Benchmark</b>
<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>90%</b>

**Benchmark:** 90% of graduates passed the ABFM exam in the last five years.

**Objective C:** Achieve high resident quality improvement rate.

**Performance Measures:**

***Number of quality improvement projects.***

<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>FY18 (2017-2018)</b>	<b>Benchmark</b>
<b>7</b>	<b>7</b>	<b>7</b>	<b>7</b>	<b>≥90%</b>

**Benchmark:** 90% of residents will complete a quality improvement project in PGY2 or PGY3.

**Objective D:** Achieve a high scholarly activity rate.

**Performance Measures:**

***Scholarly department output.***

<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>FY18 (2017-2018)</b>	<b>Benchmark</b>
<b>31</b>	<b>26</b>	<b>9</b>	<b>23</b>	

**Benchmark:** Number of scholarly activities publications & presentations.

**GOAL 3**

**Efficiency – Improve long-term financial viability of the department/residency program.**

**Objective A:** Maintain the best operational and financial structure to maximize funding streams and clinical revenues.

**Performance Measures:**

***Maintain the new access point for Health West Pocatello Family Medicine.***

<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>FY18 (2017-2018)</b>	<b>Benchmark</b>
<b>Complete</b>	<b>Complete</b>	<b>Complete</b>	<b>Complete</b>	<b>Complete</b>

**Benchmark:** Complete and maintain affiliation agreement.

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**Objective B:** Transition residency program through change in ownership and administration of Portneuf Medical Center

**Performance Measures:**

***Level of support from PMC for ISU Family Medicine***

FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
Complete	Complete	Complete	Complete	Complete

**Benchmark:** Complete affiliation agreement with negotiated and maintained financial and programmatic support

**Objective C:** Maintained GME reimbursement

**Performance Measures:**

***GME dollars reimbursed through cost reports***

FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
\$2.5M 19.1 FTE	\$2.6M 18.5	\$2.7M 18.5	\$2.6M 17.0	\$2.6 M 18.5 / 21 FTE

**Benchmark:** Maximize GME reimbursement per FTE

**Objective D:** Additional funding streams

**Performance Measures:**

***Identify and maintain additional funding streams***

FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
3	4	3	2	≥2 per year

**Benchmark:** Awarded two new grants per year.

**Key External Factors**

- 1. Access – Recruitment of physicians for Idaho.**
  - a. Number of applicants depends upon the pool of medical students choosing family medicine.
  - b. Number of applicants who match in the program is dependent on multiple factors including geographic ties and choice.
  - c. Number of residents settling in rural locations and in Idaho is dependent on freedom from other commitments such as loan repayment, military service, and service obligations to other states.
- 2. Quality – Sustain and continuously improve medical care for Idaho citizens through education, quality improvement, and clinical research.**
  - a. Board examination pass rates are set nationally.
  - b. For quality projects, we are dependent on the efficiency of data base retrieval systems.
  - c. For medical research projects, we are dependent on external funding opportunities that vary nationally over time.
- 3. Efficiency- Improve the Long-term financial viability of the department/residency program.**
  - a. Health West Board decisions.
  - b. Parent Legacy corporate decisions regarding PMC.
  - c. National decisions regarding payment for graduate medical education.



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**Evaluation Process**

ISU Family Medicine utilizes yearly department Strategic planning and holds monthly Program Evaluation Committee Meetings to help establish and revise the goals and objectives of the residency.

**Idaho Dental Education Program**  
**STRATEGIC PLAN**  
**2019 – 2023**

**MISSION STATEMENT**

The Mission of the Idaho Dental Education Program is to provide Idaho residents with access to quality educational opportunities in the field of dentistry. We provide Idaho with outstanding dental professionals through a combination of adequate access for residents and the high quality of education provided. The graduates of the Idaho Dental Education Program will possess the ability to practice today's dentistry. Furthermore, they will have the background to evaluate changes in future treatment methods as they relate to providing outstanding patient care.

**VISION STATEMENT**

*The Idaho Dental Education Program envisions an elite educational program; graduating competent and ethical dentists who benefit the residents of Idaho as professionals.*

**Goal 1: Provide access to a quality dental education for qualified Idaho residents**

**Objective A: Access** - Provide dental education opportunities for Idaho residents

**Performance Measures:**

**I. Contract for 4-year dental education for at least 8 Idaho residents**

2014	2015	2016	2017	Benchmark
Yes	Yes	Yes	Yes	Yes

**Benchmark:** Contract in place with Creighton University School of Dentistry or another accredited dental school.

**II. Number of students in the program per year**

2014	2015	2016	2017	Benchmark
8	8	8	8	10

**Benchmark:** Increase the number of students in the program per year to 10.

**Objective B: Quality education** – Deliver quality teaching to foster the development of students within the program.

**Performance Measures:**

**I. First time pass rate of National Dental Boards Part I**

2014	2015	2016	2017	Benchmark
100%	100%	100%	100%	>85%

**Benchmark:** Pass rate will meet or exceed 85%

**II. First time pass rate of National Dental Boards Part II**

2014	2015	2016	2017	Benchmark
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100%	100%	100%	100%	>85%
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**Benchmark:** Pass rate will meet or exceed 85%

**III. First time pass rate of Clinical Board Exam**

2014	2015	2016	2017	Benchmark
100%	100%	100%	100%	>85%

**Benchmark:** Pass rate will meet or exceed 85% on clinical board exam necessary for licensure in Idaho.

**Goal 2: Maintain some control over the rising cost of dental education**

**Objective A: Idaho Value** - Provide the State of Idaho with a competitive value in educating Idaho dentists.

**Performance Measures:**

**I. State cost per student**

2014	2015	2016	2017	Benchmark
34%	33%	33%	33%	<50%

**Benchmark:** Idaho cost per student will be <50% of the national average cost per DDSE (DDS Equivalent). The cost per DDSE is a commonly utilized measure to evaluate the relative cost of a dental education program.

**Objective B: Participant Value** - Provide program participants with a competitive value in obtaining a dental degree

**I. Student Loan Debt**

2014	2015	2016	2017	Benchmark
	73.5%	66.7%	68.2%	<80%

**Benchmark:** Student loan debt for IDEP participants will be <80% of the national average.

**Goal 3: Serve as a mechanism for responding to the present and/or the anticipated distribution of dental personnel in Idaho.**

**Objective A: Availability** - Help meet the needs for dentists in all geographic regions of the state.

**Performance Measures:**

**I. Geographic acceptance of students into the program**

2014	2015	2016	2017	Benchmark
Yes	Yes	Yes	Yes	Yes

**Benchmark:** Students from each of 4 regions of Idaho (North, Central, Southwest, and Southeast) granted acceptance each year.

**II. Return rate**

2014	2015	2016	2017	Benchmark
50%	60%	67%	20%	>50%

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**Benchmark:** Greater than 50% of program graduates return to Idaho.

**Goal 4: Provide access for dental professionals to facilities, equipment, and resources to update and maintain professional skills.**

**Objective A: Quality Care** - Provide current resources to aid the residents of Idaho by maintaining/increasing the professional skills of Idaho Dentists.

**Performance Measures:**

**I. Continuing Dental Education (CDE)**

2014	2015	2016	2017	Benchmark
Yes	Yes	Yes	Yes	Yes

**Benchmark:** Provide continuing dental education opportunities for regional dental professionals when the need arises.

**II. Remediation of Idaho dentists**

2014	2015	2016	2017	Benchmark
Yes	Yes	Yes	Yes	Yes

**Benchmark:** Successfully aid in the remediation of any Idaho dentist, in cooperation with the State Board of Dentistry and the Idaho Advanced General Dentistry Program, such that the individual dentist may successfully return to practice.

**Key External Factors**

**Funding:**

Most Idaho Dental Education Program goals and objectives assume ongoing, and in some cases additional, levels of State legislative appropriations. Availability of these funds can be uncertain. Currently with State budget considerations that specifically impact our program, the goal to increase the number of available positions within the program from 8 to 10 has not been feasible. This will remain a long-term goal for the program.

**Program Participant Choice:**

Some IDEP goals are dependent upon choices made by individual students, such as choosing where to practice. Even though this is beyond our control, we have had an excellent track record of program graduates returning to Idaho to practice.

**Idaho Dentist to Population Ratio**

The more populated areas of Idaho are more saturated with dentists, making it difficult for new graduates to enter the workforce in these areas. With this in mind, we have still seen a good percentage of program graduates return to Idaho to practice.

**Educational Debt of Graduates**

The average educational debt of IDEP graduates continues to be an area of concern. This amount of debt may limit the ability of graduates to return to Idaho initially.

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**Student Performance**

Some of the goals of the program are dependent upon pre-program students to excel in their preparation for the program. However, we have not encountered difficulty in finding highly qualified applicants from all areas of the State.

**Evaluation Process**

The Idaho Dental Education Program utilizes annual department strategic planning meetings to establish and revise program objectives and goals.



Idaho Museum of Natural History

FY2019-2024  
Strategic Plan

**MISSION STATEMENT**

The Idaho Museum of Natural History actively nurtures an understanding of and delight in Idaho's natural and cultural heritage. As the official state museum of natural history, it acquires, preserves, studies, interprets and displays natural and cultural objects for Idaho residents, visitors and the world's community of students and scholars. The Museum also supports and encourages Idaho's other natural history museums through mentoring and training in sound museological practices.

**VISION STATEMENT**

Building Idaho's future, informed by our past.

**GOAL 1: INCREASE VISITATION AND PUBLIC ENGAGEMENT**

**Objective A: Participation** – Increase museum participation over the next five years.

**Performance Measures:**

**I. Number of people visiting exhibits at museum**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
9,147	6,448	7,958	6666	>16,000

Benchmark: 60% increase (>16,000) by FY2022

**II. Number of people attending museum events and programs**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
No data	No data	No data	3103	>3,600

Benchmark: 20% increase (>3,600) by FY2022

**III. Digital media reach(social media and websites)**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
No data	179,058	674,482	699,127	>1 million

Benchmark: 60% increase (>1 million) by FY2022

**IV. Number e-newsletter subscribers**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
No data	No data	390	526	>1,000

Benchmark: 100% increase (>1,000) by FY2022

**V. Attendance at museums renting IMNH exhibits**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
No data	500,000	137,000	105,000	>100,000

Benchmark: Maintain or exceed an annual audience of 100,000 by an external venue

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**VI. Number of memberships**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
24	19	16	24	>100

**Benchmark:** Change by 555% (>100) in FY2018, reevaluate at end of FY2018

**Objective B: Community Sponsorships and Giving** – Increase investment by community through corporate sponsorship and public donations.

**Performance Measures:**

**I. Corporate sponsorships**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
\$15,000	\$0	\$3,750	\$15,400	>\$30,800

**Benchmark:** Change by 100% (>\$30,800) in FY2018, reevaluate at end of FY2018

**II. Public giving**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
n/a	n/a	\$5,200	\$13,422	>\$26,000

**Benchmark:** Change by 100% (>\$26,000) in FY2018, reevaluate at end of FY2018

**GOAL 2: RESEARCH CAPACITY AND TRAINING**

The Museum increases basic and applied knowledge through study of its collections, and increases research capacity by making these collections available to others.

**Objective A: Student Opportunity** – Increase the number of opportunities for students to gain career skills in marketing, graphic design, business operations, teaching, and research.

**Performance Measures:**

**I. Number of student internships**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
n/a	41	58	66	>40

**Benchmark:** Maintain or exceed 40

**II. Number of students conducting research**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
n/a	n/a	n/a	9	30

**Benchmark:** 300% increase (>30) by FY2022

**Objective B: Synergy and Collaboration** – Increase productivity of research through partnerships with ISU and other Idaho agencies.

**Performance Measures:**

**I. Number and percent of ISU faculty with collaborations at museum**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
11 (2%)	10 (2%)	10 (2%)	12 (2%)	>18 (3%)

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**Benchmark:** 50% increase (>18) by FY2022

**II. Number of new digital collections in partnership with Idaho institutions**

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
<b>8,755</b>	<b>4,978</b>	<b>5,457</b>	<b>2,547</b>	<b>&gt;2,500</b>

**Benchmark:** Maintain or exceed 2,500

**GOAL 3: SUPPORT K-12 EDUCATION**

The Museum will provide leadership and expertise to communities at local, state and national levels through partnership, collaboration.

**Objective A: Accessibility** – Increase the quantity of student interaction through the museum’s unique informal education program.

**Performance Measures:**

**I. Amount of sponsored travel funding for K-12 student visitation to museum**

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
		<b>\$500</b>	<b>\$2,000</b>	<b>&gt;\$6,100</b>

**Benchmark:** 300% increase (>\$6,100) by FY2022

**II. Number of students attending museum for School Group programming**

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
		<b>1,998</b>	<b>1,925</b>	<b>&gt;3,300</b>

**Benchmark:** 400% increase (>3,300) by FY2019

**III. Number of K-12 age public (“Child” from 4-17 years old) visiting exhibits at museum**

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
		<b>2,913</b>	<b>2,764</b>	<b>&gt;4,000</b>

**Benchmark:** 60% increase (>4,000) by FY2022

**GOAL 4: CREATE NEW MUSEUM BUILDING**

The Museum maintains facilities and policies to preserve, expand, and make accessible collections for future generations.

Objectives for this goal are currently under development.

**Key External Factors**

*Funding*

Many of IMNH strategic goals and objectives assume on going and sometimes substantive, additional levels of State legislative appropriations. Availability of state revenues, upon which appropriation levels depend, can be uncertain from year to year. Similarly, while gubernatorial and legislative support for IMNH efforts are significant, priorities set by those bodies vary from year to year, affecting planning for institutional initiatives and priorities. When we experience several successive years of deep reductions in



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state-appropriated funding, as has occurred in the recent past, it makes it increasingly difficult to plan for and implement strategic growth.

**Evaluation Process**

In May of each year, museum staff will evaluate benchmarks and current numbers for fiscal year. Success and issues will be evaluated and benchmarks will be updated if needed. An advisory board composed of community members will be created by FY2018 and strategic planning will become one of their tasks in future years starting with a full revision for the FY2020 strategic plan.

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**Appendix 1: K-20 Plan Alignment Matrix**

State Board of Education Goals				
	<i>Goal 1: EDUCATIONAL SYSTEM ALIGNMENT</i>	<i>Goal 2: EDUCATIONAL ATTAINMENT</i>	<i>Goal 3: WORKFORCE READINESS</i>	
<b>Idaho Museum of Natural History</b>				
<b>GOAL 1: INCREASE VISITATION AND PUBLIC ENGAGEMENT</b>				
<i>Objective: Participation</i>		✓		
<i>Objective: Community Sponsorships and Giving</i>		✓		
<b>GOAL 2: RESEARCH CAPACITY AND TRAINING</b>				
<i>Objective: Student Opportunity</i>		✓	✓	
<i>Objective: Synergy and Collaboration</i>	✓		✓	
<b>GOAL 3: SUPPORT K-12 EDUCATION</b>				
<i>Objective: Accessibility</i>		✓		
<b>GOAL 4: CREATE NEW MUSEUM BUILDING</b>				
<i>Objective: currently under development</i>		✓	✓	

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**Appendix 2**

Idaho State University  
Cyber Security Compliance

This appendix provides an update to Idaho State University's cyber security compliance with Idaho Executive Order 2017-02. Each area of concentration addresses ISU's level of completion as outlined in accordance with the executive order's standards. Please see the 2017 Cybersecurity Inventory Report recently submitted to the SBOE's Audit Committee for additional details regarding the reporting of each the categories.

*Adopt and to implement by June 30, 2017, the National Institute of Standards and Technology (NIST) Cybersecurity Framework*

Complete	In Progress	Under Review
✓		

*CSC 1: Inventory of Authorized and Unauthorized Devices.*

Complete	In Progress	Under Review
	✓	

*CSC 2: Inventory of Authorized and Unauthorized Software.*

Complete	In Progress	Under Review
	✓	

*CSC 3: Secure Configurations for Hardware and Software on Mobile Devices, Laptops, Workstations and Servers.*

Complete	In Progress	Under Review
	✓	

*CSC 4: Continuous Vulnerability Assessment and Remediation*

Complete	In Progress	Under Review
✓		

*CSC 5: Controlled Use of Administrative Privileges.*

Complete	In Progress	Under Review
	✓	

*Develop employee education and training plans and submit such plans within 90 days*

Complete	In Progress	Under Review
		✓

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*All state employees complete the state's annual cybersecurity training commensurate with their highest level of information access and core work responsibilities.*

Complete	In Progress	Under Review
✓		

*All public-facing state agency websites to include a link to the statewide cybersecurity website—[www.cybersecurity.idaho.gov](http://www.cybersecurity.idaho.gov).*

Complete	In Progress	Under Review
✓		



University of Idaho

**AGRICULTURAL  
RESEARCH & EXTENSION  
SERVICE**

**STRATEGIC PLAN  
2019-2023**

**COLLEGE OF AGRICULTURAL AND LIFE SCIENCES**  
**Agricultural Research and Extension Service**  
**Strategic Plan**  
**2018-2022**

**MISSION STATEMENT**

The College of Agricultural and Life Sciences fulfills the intent and purpose of the land-grant mission and serves the food-industry, people and communities of Idaho and our nation:

- through identification of critical needs and development of creative solutions,
- through the discovery, application, and dissemination of science-based knowledge,
- by preparing individuals through education and life-long learning to become leaders and contributing members of society,
- by fostering healthy populations as individuals and as a society,
- by supporting a vibrant economy, benefiting the individual, families and society as a whole.

**VALUES STATEMENT**

The College of Agricultural and Life Sciences values:

- excellence in creative discovery, instruction and outreach,
- open communication and innovation,
- individual and institutional accountability,
- integrity and ethical conduct,
- accomplishment through teamwork and partnership,
- responsiveness and flexibility,
- individual and institutional health and happiness.

**VISION STATEMENT**

We will be the recognized state-wide leader and innovator in meeting current and future challenges to support healthy individuals, families and communities, and enhance sustainable food systems. We will be respected regionally and nationally through focused areas of excellence in teaching, research and outreach with Extension serving as a critical knowledge bridge between the University of Idaho, College of Agricultural and Life Sciences, and the people of Idaho.

**GOAL 1**

**Innovate:** Scholarly and creative products of the highest quality and scope, resulting in significant positive impact for the region and the world.

**Objective A:** Build a culture of collaboration that increases scholarly and creative productivity through interdisciplinary, regional, national and global partnerships.

**Performance Measures:**

- I. Number of grant proposals submitted per year, number of grant awards received per year, and amount of grant funding received per year.

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
<b>328</b>	<b>323</b>	<b>298</b>	<b>351</b>	<b>350</b>
<b>281</b>	<b>245</b>	<b>217</b>	<b>214</b>	<b>300</b>
<b>\$16.1M</b>	<b>\$17.2M</b>	<b>\$14.5M</b>	<b>\$18.5M</b>	<b>\$20M</b>

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**Benchmark:** An annual increase of 7.5% in funding received through both an increase in submissions (350) and awards (300) to reach \$27 million in research expenditures by 2022<sup>1</sup>.

**Objective B:** Create, validate and apply knowledge through the co-production of scholarly and creative works by students, staff, faculty and diverse external partners.

**Performance Measures:**

**I.** Number of graduate students.

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
42	50	44	53	60

**Benchmark:** Increase the number of graduate students to 60 by 2022<sup>2</sup>.

**II.** Number of technical publications generated/revised.

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
135	187	167	196	192

**Benchmark:** Increase the number of technical publications to 192 by 2022<sup>3</sup>.

**GOAL 2**

**Engage:** Suggest and influence change that addresses societal needs and global issues, and advances economic development and culture.

**Objective A:** Inventory and continuously assess engagement programs and select new opportunities and methods that provide solutions for societal or global issues, support economic drivers and/or promote the advancement of culture.

**Performance Measures:**

**I.** Number of individuals/families benefiting from Outreach Programs.

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
375,350	359,662	338,261	360,258	375,000

**Benchmark:** Increase the number of individuals/families benefiting from Outreach Programs to 375,000 by 2022<sup>4</sup>.

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<sup>1</sup> To attain the University of Idaho's goal of \$135 million in research expenditures by 2022, AERS will need to increase grant funding by 7.5% annually to maintain the college's current proportion of university research expenditures at 20%. The number of grants submitted and received is an increase of 10% and 20%, respectively, over the average of the past 4 years.

<sup>2</sup> To attain the University of Idaho's goal of 380 by 2022, AERS will need to increase the number of graduate students to 60 to maintain the college's current proportion of university graduate students at 16%.

<sup>3</sup> To attain the goal of 192 technical publications, AERS will need to increase output of 15% over the average output for the past 4 years.

<sup>4</sup> To attain the University of Idaho goal of 375,000 by 2022, AERS will need to increase the direct teaching contacts by an average of 10% over the contacts for the past year.

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**II. Number of Youth Participating in 4-H**

<b>FY14 (2013-2014)</b>	<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>Benchmark</b>
<b>56,546</b>	<b>55,742</b>	<b>54,786</b>	<b>65,455</b>	<b>60,000</b>

**Benchmark:** 60,000 participants in 4-H<sup>5</sup>

**Key External Factors**

- Changes in county, state, federal and industry supported research and extension funding could impact ARES activities.
- Change in the public's trust in research based education.
- Comparison of salary and benefits with peer institutions continues to hamper our ability to hire and retain highly qualified individuals within the Agricultural Research and Extension Service.
- Maintenance and replacement of ageing infrastructure continues to impact research and extension productivity. Finding resources to meet these needs is imperative.

**Evaluation Process**

The Dean's Advisory Board with stakeholders and representatives from agencies in Idaho meets twice annually to review goals and performance of Agricultural Research and Extension. In addition, units (academic departments and extension districts) within the College of Agricultural and Life Sciences also have advisory boards that provide feedback toward those individual unit strategic plans and the performance toward those goals. All of the plans fit under the University of Idaho's Strategic Plan.

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<sup>5</sup> To attain the goal of 60,000 youth participating in 4-H by 2022, AERS will need to increase by 20% over the average participation for the past 4 years.





# University of Idaho Forest Utilization Research and Outreach (FUR)

## STRATEGIC PLAN FY2019-FY2023

**Forest Utilization Research and Outreach (FUR)**

**MISSION STATEMENT**

*The Forest Utilization Research and Outreach (FUR) program is located in the College of Natural Resources at The University of Idaho. Its purpose is to increase the productivity of Idaho's forests and rangelands by developing, analyzing, and demonstrating methods to improve land management and related problems such as post-wildfire rehabilitation using state-of-the-art forest and rangeland regeneration and restoration techniques. Other focal areas include sustainable forest harvesting and livestock grazing practices, including air and water quality protection, as well as improved nursery management practices, increased wood use, and enhanced wood utilization technologies for bioenergy and bioproducts. The program also assesses forest products markets and opportunities for expansion, the economic impacts of forest and rangeland management activities, and the importance of resource-based industries to communities and the state's economic development. In addition the Policy Analysis Group follows a legislative mandate to provide unbiased factual and timely information on natural resources issues facing Idaho's decision makers. Through collaboration and consultation FUR programs promote the application of science and technology to support sustainable lifestyles and civic infrastructures of Idaho's communities in an increasingly interdependent and competitive global setting.*

**VISION STATEMENT**

*The scholarly, creative, and educational activities related to and supported by Forest Utilization Research and Outreach (FUR) programs will lead to improved capabilities in Idaho's workforce to address critical natural resource issues by producing and applying new knowledge and developing leaders for land management organizations concerned with sustainable forest and rangeland management, including fire science and management, and a full spectrum of forest and rangeland ecosystem services and products. This work will be shaped by a passion to integrate scientific knowledge with natural resource management practices. All FUR programs will promote collaborative learning partnerships across organizational boundaries such as governments and private sector enterprises, as well as landowner and non-governmental organizations with interests in sustainable forest and rangeland management. In addition, FUR programs will catalyze entrepreneurial innovation that will enhance stewardship of Idaho's forest and rangelands, natural resources, and environmental quality.*

**AUTHORITY and SCOPE**

*The Forest Utilization Research (FUR) program is authorized by Idaho Statute to enhance the value and understanding of vital natural resources and associated industry sectors via the Policy Analysis Group, Rangeland Center, Experimental Forest and Forest and Seedling Nursery through research, education and outreach to legislators, industry and the Idaho citizenry.*

**GOAL 1: Scholarship and Creativity**

*Achieve excellence in scholarship and creative activity through an institutional culture that values and promotes strong academic areas and interdisciplinary collaboration.*

**Objective A:** *Promote an environment that increases faculty, student, and constituency engagement in disciplinary and interdisciplinary scholarship.*

**Performance Measures:**

- I. Number of CNR faculty, staff, students and constituency groups involved in FUR-related scholarship or capacity building activities.***

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FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
51 participants	61 participants	46 participants	46 participants	48 participants	20% growth

**Benchmark:** Number of CNR faculty, staff, students and constituency groups involved in FUR-related scholarship or capacity building activities.<sup>1</sup> (BY FY2023)

**II. Number and diversity of courses that use full or partially FUR funded projects, facilities or equipment to educate, undergraduate, graduate and professional students.**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
	New Measure	26 courses	23 courses	24 courses	15% growth

**Benchmark:** Number of courses using FUR funded projects, facilities or equipment during instruction.<sup>2</sup> (BY FY2023)

**Objective B:** Emphasize scholarly and creative outputs that reflect our research-extension and land-grant missions, the university and college's strategic themes, and stakeholder needs, especially when they directly support our academic programming in natural resources.

**Performance Measures:**

**I. An accounting of products (e.g., research reports, economic analyses, BMPs) and services (e.g., protocols for new species shared with stakeholders, policy education programs and materials provided, accessible data bases or market models).**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
46 products	39 products	43 products	31 products	32 products	15% growth

**Benchmark:** Numbers and types of products and services delivered and stakeholders serviced.<sup>3</sup> (BY FY2023)

**II. An accounting of projects recognized and given credibility by external reviewers through licensing, patenting, publishing in refereed journals, etc.**

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
15 referred articles	14 referred articles	15 referred articles	13 referred articles	14 referred articles	25% growth

**Benchmark:** Number of peer reviewed reports and referred articles produced using FUR funding, facilities or equipment.<sup>4</sup> (BY FY2023)

**GOAL 2: Outreach and Engagement**

Engage with the public, private and non-profit sectors through mutually beneficial partnerships that enhance teaching, learning, discovery, and creativity.

**Objective A:** Build upon, strengthen, and connect the College of Natural Resources with other parts of the University to engage in mutually beneficial partnerships with stakeholders to address areas targeted in FUR.

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**Performance Measures:**

- I. *Document cases: Communities served and resulting documentable impact; Governmental agencies served and resulting documentable impact; Non-governmental agencies served and resulting documentable impact; Private businesses served and resulting documentable impact; and Private landowners served and resulting documentable impact. Meeting target numbers for audiences identified below and identifying mechanisms to measure economic and social impacts.*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
			New measure	1,100 participants	50% growth

**Benchmark:** Number of external participants served.<sup>5</sup> (BY FY2023)

**GOAL 3: Financial Efficiency and Return on Investment (ROI)**

*Efficient financial management of FUR state appropriated dollars supporting Goals 1 and 2 and leveraging resources to secure external funding (e.g., external grants, private funding, and cooperatives)*

**Objective A:** *Leveraging state funds to secure additional financial resources to increase impact on products, services and deliverables.*

**Performance Measures:**

- I. *New funding sources from external granting agencies, private and public partnerships and other funding groups.*

*Baseline data/Actuals:*

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
		New Measure	13 new projects	14 new projects	25% growth

**Benchmark:** Number of new research projects leveraged using external funding.<sup>6</sup> (BY FY2023)

**Key External Factors**

*The key external factors likely to affect the ability of FUR programs to fulfill the mission and goals are as follows: (1) the availability of funding from external sources to leverage state-provided FUR funding; (2) changes in human resources due to retirements or employees relocating due to better employment opportunities; (3) continued uncertainty relative to global, national and regional economic conditions; and (4) changing demand for the state and region's ecosystem services and products.*

**Evaluation Process**

*Quarterly status meetings between FUR units, including PAG, Rangeland Center, Experimental Forest and Research Nursery to ensure coordinated work, identification of new opportunities, and projects. Assessment of external proposals and new funding sources for leveraging for match opportunities to increase impacts of research, outreach, and technology transfer. Annual review of strategic plan to determine applicable progress toward benchmark and growth.*

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<sup>1</sup> Increased staff resources in 2016 will allow us to involve more faculty, staff, students and constituency groups in FUR-related scholarship activities.

<sup>2</sup> Based on College and program goals to enhance coordination of course offerings and research.

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<sup>3</sup> Based on critical need to communicate with external stakeholders, and increase the pace of products produced.

<sup>4</sup> Increased staff resources in 2016 focused on research will increase scientific outreach and communication.

<sup>5</sup> New measure based on UI and college strategic goal to increase involvement and communication with external stakeholders. Benchmark established from internal analysis of recent year participants served.

<sup>6</sup> Based on analysis of projects started and completed in recent years, staff capacity, and critical need to increase the pace of projects completed annually

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Appendix 1

	State Board of Education Goals			
	Goal 1: A WELL EDUCATED CITIZENRY	Goal 2: INNOVATION AND ECONOMIC DEVELOPMENT	Goal 3: DATA- INFORMED DECISION MAKING	Goal 4: EFFECTIVE AND EFFICIENT EDUCATIONAL SYSTEM
<b>Institution/Agency Goals and Objectives</b>				
<b>GOAL 1: SCHOLARSHIP and CREATIVITY</b> <i>Achieve excellence in scholarship and creative activity through an institutional culture that values and promotes strong academic areas and interdisciplinary collaboration.</i>				
<i>Objective A: Promote an environment that increases faculty, student, and constituency engagement in disciplinary and interdisciplinary scholarship</i>	✓		✓	✓
<i>Objective B: Emphasize scholarly and creative outputs that reflect our research-extensive and land-grant missions, the university and college's strategic themes, and stakeholder needs, especially when they directly support our academic programming in natural resources.</i>	✓	✓	✓	
<b>GOAL 2: OUTREACH and ENGAGEMENT</b> <i>Engage with the public, private and non-profit sectors through mutually beneficial partnerships that enhance teaching, learning, discovery, and creativity.</i>				
<i>Objective A: Build upon, strengthen, and connect the College of Natural Resources with other parts of the University to engage in mutually beneficial partnerships with stakeholders to address areas targeted in FUR.</i>				✓
<b>GOAL 3: FINANCIAL EFFICIENCY and RETURN ON INVESTMENT</b> <i>Efficient financial management of FUR state appropriated dollars supporting Goals 1 and 2 and leveraging resources to secure external funding (e.g., external grants, private funding, and cooperatives)</i>				
<i>Objective A: Leveraging state funds to secure additional financial resources to increase impact on products, services and deliverables.</i>		✓	✓	



**University of Idaho**

**STRATEGIC PLAN  
FY2019 - FY2023**

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**MISSION STATEMENT**

The Idaho Geological Survey (IGS) is the lead state agency for the collection, interpretation, and dissemination of geologic and mineral data for Idaho. The agency has served the state since 1919 and prior to 1984 was named the Idaho Bureau of Mines and Geology.

Members of the Idaho Geological Survey staff acquire geologic information through field and laboratory investigations and through cooperative programs with other governmental, academic, and private sector alliances. The Idaho Geological Survey provides timely and meaningful information to the public, industry, academia, and legislative decision makers by conducting geologic mapping, geohazard assessments that focus on earthquakes and landslides, mineral and energy resource assessments, groundwater and hydrology research, and educational and outreach opportunities. The Survey's Digital Mapping Laboratory is central to compiling, producing, and delivering new digital geologic maps and publications for the agency. The Idaho Geological Survey is also engaged in the collection and compilation of data and information pertaining to abandoned and inactive mines in the state, earth science education, and a newly added focus of petroleum geology assessments. As Idaho grows, demand is increasing for geologic and geospatial information related to population growth, energy-mineral and water-resource development, landslide hazards, and earthquake monitoring.

**VISION STATEMENT**

The Idaho Geological Survey vision is to provide the state with the best geologic information possible through strong and competitive applied research, effective program accomplishments, and transparent access. We are committed to the advancement of the science and emphasize the practical application of geology to benefit society. We seek to accomplish our responsibilities through service and outreach, research, and education.

**AUTHORITY**

Idaho Code (47-201 – 47-204) provides for the creation, purpose, duties, reporting, offices, and Advisory Board of the Idaho Geological Survey. The Code specifies the authority to conduct investigations, establish cooperative projects, and seek research funding. The Idaho Geological Survey publishes an Annual Report as required by its enabling act.

**GOAL 1: Service and Outreach**

Achieve excellence in collecting and disseminating geologic information and mineral data to the mining, energy, agriculture, utility, construction, insurance and banking industries, educational institutions, civic and professional organizations, elected officials, governmental agencies, and the public. Continue to strive for increased efficiency and access to survey information primarily through publications, website products, in-house collections, and customer inquiries. Emphasize website delivery of digital products and compliance with new revision of state documents requirements (Idaho Code 33-2505).



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**Objective A: Develop and publish survey documents**

*Initiate and develop research initiatives and publish geological maps, technical reports, and data sets.*

**Performance Measures:**

- I. Number of Published Reports on Geology/Hydrology/Geohazards/Mineral & Energy Resources (1,013 Publications, Maps, and Reports cumulative).**

<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>FY18 (2017-2018)</b>	<b>Benchmark</b>
<b>27</b>	<b>39</b>	<b>25</b>		<b>20</b>

**Benchmark:** The number and scope of published reports will be equal to or greater than the number of publications from the preceding year.<sup>1</sup>

**Objective B: Build and deliver website products**

*Create and deliver Idaho Geological Survey products and publications to the general public, state and federal agencies, and cooperators in an efficient and timely manner. Products include GIS data sets, reports, map publications, and web map applications.*

**Performance Measures:**

- I. Number of website products used or downloaded (For FY17 there were 453,562 visitors to the Idaho Geological Survey website; website downloads listed below).**

<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>FY18 (2017-2018)</b>	<b>Benchmark</b>
<b>157,540</b>	<b>185,635</b>	<b>204,770</b>		<b>215,000</b>

**Benchmark:** The number of website products used or downloaded will be equal to or greater than the preceding year.<sup>1</sup>

**Objective C: Sustain Idaho State Documents Depository Program and Georef Catalog (International)**

*Deliver all Idaho Geological Survey products and publications to the Idaho Commission for Libraries for cataloging and distribution to special document collections in state university libraries and deliver digital copies of all products and publications to GeoRef for entry in their international catalog of geologic literature.*

**Performance Measures:**

- I. Percentage total of Survey documents available through these programs (~ 99%).**

<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>FY18 (2017-2018)</b>	<b>Benchmark</b>
<b>~99%</b>	<b>~99%</b>	<b>~99%</b>		<b>~99%</b>

**Benchmark:** 100%<sup>2</sup>

**Objective D: Sustain voluntary compliance**

*Sustain voluntary compliance with uploads of new geologic mapping products published at the Idaho Geologic Survey to the National Geologic Map Database Website managed by the U.S. Geological Survey.*

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**Performance Measures:**

- I. **Percentage of Geologic Maps that are uploaded to this national website depicting detailed geologic mapping in Idaho (596 maps cumulative have been uploaded).**

FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
100%	100%	100%		100%

**Benchmark:** 100% of all geologic maps that are published at the Idaho Geological Survey each year will be uploaded to this website.<sup>2</sup>

**GOAL 2: Research**

Promote, foster, and sustain a climate for research excellence. Develop existing competitive strengths in geological expertise. Maintain national level recognition and research competitiveness in digital geological mapping and applied research activities. Sustain and build a strong research program through interdisciplinary collaboration with academic institutions, state and federal land management agencies, and industry partners.

**Objective A: Sustain and enhance geological mapping**

*Sustain and enhance geological mapping and study areas of particular interest that have economic potential and geohazard concerns.*

**Performance Measures:**

- I. **Increase the geologic map coverage of Idaho by mapping priority areas of socioeconomic importance. Identify and study areas with geologic resources of economic importance and identify and study areas that are predisposed to geologic hazards.**

FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
36.9%	37.4%	40%		40.5%

**Benchmark:** Increase the cumulative percentage of Idaho's area covered by modern geologic mapping. Re-evaluate geologic resources in Idaho that may have economic potential and identify and rank geologic hazards throughout the state.<sup>3</sup>

**Objective B: Sustain and build external research funding**

*Sustain existing state and federal funding sources to maintain research objectives for the Idaho Geological Survey. Develop new sources of funding from private entities such as oil and gas, mining, and geothermal energy companies that are exploring and developing geologic resources in Idaho.*

**Performance Measures:**

- I. **Increase externally funded grant and contract dollars with a particular focus of securing new sources of funding from the private sector.**

FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
\$382,101	\$498,034	\$439,898		\$467,923

**Benchmark:** The number of externally funded grant and contract dollars compared to five-year average.<sup>3</sup>

**GOAL 3: Education**

Support knowledge and understanding of Idaho's geologic setting and resources through earth science education. Achieve excellence in scholarly and creative activities through collaboration and building partnerships that enhance teaching, discovery, and lifelong learning.

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***Objective A: Provide earth science education***

*Develop and deliver earth science education programs, materials, and presentations to public and private schools.*

**Performance Measures:**

**I. Number of educational programs provided to public and private schools and the public at large.**

<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>FY18 (2017-2018)</b>	<b>Benchmark</b>
<b>9</b>	<b>19</b>	<b>14</b>		<b>15</b>

**Benchmark:** The number of educational and public presentations will be equal to or greater than the previous year.<sup>4</sup>

**Key External Factors**

**Funding:**

Achievement of strategic goals and objectives is dependent on appropriate state funding.

External research support is partially subject to federal funding, and there is increasing state competition for federal programs. Because most federal programs require a state match, the capability to secure these grants is dependent on state funds and the number of full time equivalent employees.

Emerging natural gas and condensate infrastructure and production in southwestern Idaho will necessitate new research tools and personnel at the Survey to maintain research capabilities and to provide pertinent information to the public and the Idaho legislature. Economic and research partnerships with the oil and gas industry have been secured and a new IGS Senior Petroleum Geologist has been relocated to Boise during the past year.

New partnerships are also being sought through universities, state and federal agencies, and natural resource extractive industries.

**Demand for services and products:**

Changes in demand for geologic information due to energy and mineral economics play an important role in the achievement of strategic goals and objectives. Over the past six years, Idaho Geological Survey has experienced an 102% increase in the number of downloaded products from the Survey's website. The number of visitors to the Idaho Geological Survey website has increased by 125% over the same six-year time frame. State population growth and requirements for geologic and geospatial information by public decision makers and land managers are also key external factors that are projected to increase over time.

**Aspirational Goals for the Idaho Geological Survey:**

- Provide critical mass for primary customer services in southern and central Idaho through ongoing consolidation of personnel and technical resources at the Idaho Water Center in Boise. Appointment of new geological staff and support personnel to the Boise office of Idaho Geological Survey will permit a more responsive agency in southern and central Idaho and better coordination with other state agencies and the Idaho legislature.
- Provide high quality petroleum assessments and geologic services to evaluate regions of existing oil and gas production and investigate other perspective areas in Idaho that have potential for developing hydrocarbon resources.

- A multi-agency legislative request for one-time funding to build a permanent facility in the Boise metro region to house exploration drill cores and well cuttings. The purpose of the facility is to capture hundreds of millions of dollars of valuable and perishable subsurface information through the storage of geologic samples associated with oil and gas, mineral, geothermal, and groundwater exploration activities. Ongoing funding for building maintenance, utilities, and one warehouse technician to catalogue and maintain the samples for public and industry research and viewing is necessary. A legislative request for a small percentage (~0.25%) of the proceeds from oil and gas severance taxes could be a potential source of ongoing funding to address the building maintenance and salary and benefits for one warehouse technician.
- Progressive development of personnel and agency resources to build a full-time geologic hazards program stationed at the Boise office of the Idaho Geological Survey that will coordinate with the Idaho Department of Emergency Management and focus on geologic hazard assessments and protection of human lives, homes, and the state's infrastructure such as pipelines, roads, railroads, and dams.
- Increase the number and scope of digital web applications for the Survey's digital maps, datasets, and geologic information to accommodate smart phone and tablet technologies for the public. Currently 27% of all downloads from the agency website is to personal electronic devices.

#### **Evaluation Process**

An annual review of existing benchmarks and goals is necessary to ensure that Idaho Geological Survey is successfully executing its strategic plan and providing relevant and timely geologic and geospatial information for public dissemination. Research opportunities will be continually explored and collaborations with new funding partners, especially in the private sector, will be embraced. New technologies and data capture techniques will be continually evaluated on an annual basis to ensure Idaho Geological Survey is providing its data and publication resources in a user-friendly format that is easily accessible to the public. Ongoing review of regulatory and legal compliance obligations to state, federal, and private funding partners is a necessary requirement to maintain the research capabilities of the Idaho Geological Survey.

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<sup>1</sup> These benchmarks are set based on existing resources and projected increases for this area. No additional resources were projected at the time of setting this benchmark, therefore a minimal increase would indicate growth in this area and increase efficiencies.

<sup>2</sup> This benchmark is based on current levels of performance and maintaining the current high level.

<sup>3</sup> This benchmark is dependent in part on the ability to receive external grants to broaden areas not already covered. Due to the increasingly competitive nature of external grant funding it is determined that a simple increase of areas covered was a more meaningful measure than a set number of projects.

<sup>4</sup> This benchmark is based on existing resources (including staff time) to provide presentations and developing educational partnerships to provide new venues for additional presentation above and beyond the current partnerships with public schools and postsecondary institutions.



# **University of Idaho**

## **Idaho (Washington-Idaho- Montana-Utah, WIMU) Veterinary Medical Education Program STRATEGIC PLAN 2019 - 2023**

**Idaho (Washington-Idaho-Montana-Utah, WIMU)  
Veterinary Medical Education Program  
Strategic Plan 2018-2022**

**MISSION STATEMENT**

Transfer science-based medical information and technology concerning animal well-being, zoonotic diseases, food safety, and related environmental issues – through education, research, public service, and outreach – to veterinary students, veterinarians, animal owners, and the public, thereby effecting positive change in the livelihood of the people of Idaho and the region.

**VISION STATEMENT**

To improve the health and productivity of Idaho's food-producing livestock.

**GOAL 1**

**Transform: Increase our educational impact**

**Objective A:** Provide greater access to educational opportunities to meet the evolving needs of society.

**Performance Measures:**

I. Offer elective rotations in food animal medicine for experiential learning opportunities.

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
71	54	75	40	40

**Benchmark:** Attain enrollment of 40 senior veterinary students into these optional rotations<sup>1</sup>.

**Objective B:** Foster educational excellence via curricular innovation and evolution.

**Performance Measures:**

I. Student placement in the Northwest Bovine Veterinary Experience Program (NW-BVEP).

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
12	12	12	11	12

**Benchmark:** Offer spots for 12 students annually<sup>2</sup>.

**Objective C:** Create an inclusive learning environment that encourages students to take an active role in their student experience.

**Performance Measures:**

I. Number/percentage of Idaho resident graduates licensed to practice veterinary medicine in Idaho.

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
6/60%	4/44%	9/64%	5/45%	7/65%

**Benchmark:** Over each 4-year period, at least 7 Idaho resident graduates (65%) become licensed to practice veterinary medicine in Idaho annually<sup>3</sup>.

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<sup>1</sup> Based on internal standards as a measure of program quality

<sup>2</sup> Based on internal standards as a measure of program quality

<sup>3</sup> Based on national standards for return rates of similar programs

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**GOAL 2**

**Innovate: Scholarly and creative products of the highest quality and scope, resulting in significant positive impact for the region and the world.**

**Objective A:** Build a culture of collaboration that increases scholarly and creative productivity through interdisciplinary, regional, national and global partnerships.

**Performance Measures:**

- I. Number of grant awards received per year and amount of grant funding received per year by WIMU faculty.

FY14 (2013-2014)	FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	Benchmark
8/\$235,163	7/\$170,800	5/\$146,800	2/\$112,000	7/\$300,000

**Benchmark:** Receive 7 grant awards for \$300,000 in funding annually by 2022<sup>4</sup>.

**Key External Factors**

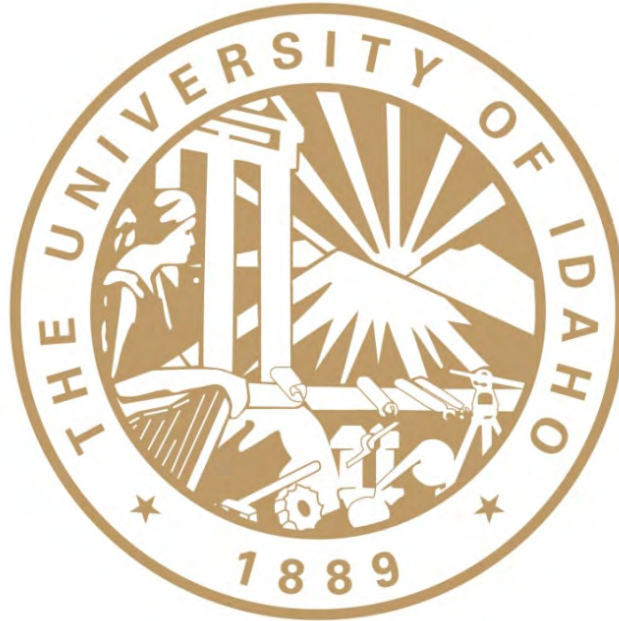
Veterinary education through general food animal, small ruminant, beef and dairy blocks offered by University of Idaho faculty are undergoing a transition to improve student access to animals. The change in teaching is in direct consultation with the Washington State University College of Veterinary Medicine. Hiring of faculty to support this transition is underway.

**Evaluation Process**

Veterinary Medical Education went through the national accreditation process fall 2017; the contribution of the University of Idaho to veterinary education was a part of that review. The review will be provided by the Washington State University College of Veterinary Medicine (WSU CVM) to all partners (Idaho, Montana and Utah) when received. In addition, the Department of Animal and Veterinary Science at the University of Idaho and the Food Animal faculty at WSU CVM meet annually to examine curricular changes, performance of food animal block rotations, and overall performance by the WIMU veterinary medical education program related to the measures in this evaluation. The groups also work jointly to find new faculty for the program when openings occur.

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<sup>4</sup> Based on internal standards as a measure of faculty quality



# WWAMI

## Idaho WWAMI (Washington, Wyoming, Alaska, Montana, Idaho) Medical Education Program

### Strategic Plan 2019-2023



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WWAMI is Idaho's medical school, and is under the leadership and institutional mission of the University of Idaho, in partnership with the University of Washington School of Medicine (UWSOM). In August 2015, we began anew 2015 UWSOM medical school curriculum at all six regional WWAMI sites. Students started with a multi-week clinical immersion experience—intensively learning the clinical skills and professional habits to serve them throughout their careers. For their first 18 months, students spend a full day each week learning and practicing clinical skills in a community primary care clinic and in workshops. This is in addition to their hospital-based "Colleges" training with a faculty mentor and small group of peers. This new curriculum allows our students to be on the University of Idaho campus for up to 4 terms, instead of the previous 2 terms. It also provides our medical students with the option to spend the majority of all four years of medical education in the State of Idaho.

Over the past few years we have grown the number of medical students in the Idaho WWAMI Targeted Rural and Underserved Track program (TRUST). The mission of TRUST is to provide a continuous connection between underserved communities, medical education, and health professionals in our region. This creates a full-circle pipeline that guides qualified students through a special curriculum connecting them with underserved communities in Idaho. In addition, this creates linkages to the UWSOM's network of affiliated residency programs. The goal of this effort is to increase the medical workforce in underserved regions. The WWAMI now enrolls 40 first year and 40 second year students for a total overlap of 80 students for fall semester.

In 2018, students will continue their academic training over the summer between their first and second in a structured experiential learning environment. This summer experience will enhance the student's knowledge in research, epidemiology and community-based projects. Following the 18 month curriculum (foundations phase) many students will stay on the Moscow campus for an additional 2 months utilizing the resources at the University of Idaho as they prepare for their board examinations. This year a few students are utilizing University of Idaho facilities and resources at the Water Center WWAMI office in Boise. This board preparation time is critical for the students' success and is something that we will be developing more programming and resources to support.

As the medical education contract program for the State of Idaho with the University of Washington, the UI-WWAMI supports the Strategic Action Plan of its host university, the University of Idaho, while recognizing its obligation to the mission, goals, and objectives of its nationally accredited partner program, the UWSOM.

#### **MISSION STATEMENT**

The University of Washington School of Medicine is dedicated to improving the general health and well-being of the public. In pursuit of its goals, the School is committed to excellence in biomedical education, research, and health care. The School is also dedicated to ethical conduct in all of its activities. As the preeminent academic medical center in our region and as a national leader in biomedical research, we place special emphasis on educating and training physicians, scientists, and allied health professionals dedicated to two distinct goals:

- Meeting the health care needs of our region, especially by recognizing the importance of primary care and providing service to underserved populations.
- Advancing knowledge and assuming leadership in the biomedical sciences and in academic medicine.

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The School works with public and private agencies to improve health care and advance knowledge in medicine and related fields of inquiry. It acknowledges a special responsibility to the people in the states of Washington, Wyoming, Alaska, Montana, and Idaho, who have joined with it in a unique regional partnership. The School is committed to building and sustaining a diverse academic community of faculty, staff, fellows, residents, and students and to assuring that access to education and training is open to learners from all segments of society, acknowledging a particular responsibility to the diverse populations within our region.

The School values diversity and inclusion and is committed to building and sustaining an academic community in which teachers, researchers, and learners achieve the knowledge, skills, and attitudes that value and embrace inclusiveness, equity, and awareness as a way to unleash creativity and innovation.

**VISION STATEMENT**

Our students will be highly competent, knowledgeable, caring, culturally sensitive, ethical, dedicated to service, and engaged in lifelong learning.

**GOAL 1**

**A WELL EDUCATED CITIZENRY** – Continuously improve access to medical education for individuals of all backgrounds, ages, abilities, and economic means.

**Objective A:**

**Access** - Provide outreach activities that help recruit a strong medical student applicant pool for Idaho WWAMI.

**Performance Measures:**

The number of Idaho WWAMI applicants per year and the ratio of Idaho applicants per funded medical student.

<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>FY18 (2017 - 2018)</b>	<b>Benchmark</b>
<b>157 (6.3:1)</b>	<b>141 (4.7:1)</b>	<b>164 (4.7:1)</b>	<b>163 (4.075:1)</b>	<b>5:1</b>

*Benchmark: National ratio of state applicants to medical school per state-supported students.<sup>1</sup>*

*The benchmark is the national ratio of state applicants to medical school to the number of state supported positions. Since the number of WWAMI students has increased and the number of applicants has remained relatively the same we expect the ratio to increase, thus the benchmark was moved closer to the national ratio. In FY17 the ratio of applicants in Idaho to the number of available positions was 4.075:1; the national ratio of in-state applicants to available positions is 16:1.*

<https://www.aamc.org/download/321442/data/factstablea1.pdf>

**Objective B:**

**Transition to Workforce** - Maintain a high rate of return for Idaho WWAMI graduate physicians who choose to practice medicine in Idaho, equal to or better than the national state return rate.

**Performance Measure:**

Cumulative Idaho WWAMI return rate for graduates who practice medicine in Idaho.

<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>FY18 (2017-2018)</b>	<b>Benchmark</b>
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<b>51%</b>	<b>51%</b>	<b>50%</b>	<b>50%</b>	<b>55%</b>
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*Benchmark: target rate – national average or better.<sup>2</sup> The benchmark is 39%, the national average of students that return to their native state to practice medicine. In Idaho, the return rate was 50% (301/599).*

**GOAL 2**

**CRITICAL THINKING AND INNOVATION** - WWAMI will provide an environment for the development of new ideas, and practical and theoretical knowledge to foster the development of biomedical researchers, medical students, and future physicians who contribute to the health and wellbeing of Idaho's people and communities.

**Objective A:**

**Critical Thinking, Innovation and Creativity** – Generate research and development of new ideas into solutions that benefit health and society.

**Performance Measure:**

WWAMI faculty funding from competitive federally funded grants.

<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>FY18 (2017-2018)</b>	<b>Benchmark</b>
<b>\$2.3M</b>	<b>\$4.4M</b>	<b>\$1M</b>	<b>\$1M</b>	<b>\$1.4M</b>

*Benchmark: \$1.4M<sup>3</sup> The benchmark for this objective is \$1.4M annually, through 2023. In FY18, WWAMI-affiliated faculty at UI successfully brought in \$1M of research funding into Idaho from agencies such as the National Institute of Health (NIH) and the Department of Health and Human Services (DHHS). In addition, WWAMI has had a long standing relationship with the Idaho INBRE Program, where each year our medical students apply for summer research fellowships. INBRE received a \$16.3 million renewal grant from NIH in 2013.*

**Objective B:**

**Innovation and Creativity** – Educate medical students who will contribute creative and innovative ideas to enhance health and society.

**Performance Measures:**

Percentage of Idaho WWAMI students participating in medical research (laboratory and/or community health).

<b>FY15 (2014-2015)</b>	<b>FY16 (2015-2016)</b>	<b>FY17 (2016-2017)</b>	<b>FY18 (2017-2018)</b>	<b>Benchmark</b>
<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

*Benchmark: Internally set benchmark as measure of program quality - 100%<sup>4</sup> The benchmark is 100% of Idaho WWAMI students participating in medical research. All students at the UWSOM must participate in a research activity. Currently only 36% of medical schools have a research requirement (Liaison. Medical. Requirement: May 2017, Medical Student Research Requirement.)*

**Objective C:**

**Quality Instruction** – Provide excellent medical education in biomedical sciences and clinical skills.

**Performance Measure:**

Pass rate on the U.S. Medical Licensing Examination (USMLE), Steps 1 & 2, taken during medical training.

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FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
100%	100%	100%	95%	95%

*Benchmark: U.S. medical student pass rates, Steps 1 & 2 is 94% for U.S. M.D. medical school graduates.<sup>5</sup> The benchmark for the U.S. Medical Licensing Examination (USMLE), Steps 1 & 2, is the U. S. medical student pass rates.*

**GOAL 3**

**EFFECTIVE AND EFFICIENT DELIVERY SYSTEMS** – Deliver medical education, training, research, and service in a manner which makes efficient use of resources and contributes to the successful completion of our medical education program goals for Idaho.

**Objective A:**

Increase medical student early interest in rural and primary care practice in Idaho.

**Performance Measure:**

The number of WWAMI rural summer training placements in Idaho each year.

FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
26	23	22	29	20

*Benchmark: 20 rural training placements following first year of medical education<sup>6</sup> The benchmark is 20 rural training placements following the first year of medical education. During the past summer, 29 students completed a Rural Underserved Opportunities Program (RUOP) experience in Idaho.*

**Objective B:**

Increase medical student participation in Idaho clinical rotations (clerkships) as a part of their medical education.

**Performance Measure:**

The number of WWAMI medical students completing at least one clerkship in Idaho each year.

FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
34	36	24	28	20

*Benchmark: 20 clerkship students each year<sup>7</sup>. The benchmark is 20 clerkship students per year that complete at least one clerkship in Idaho. The Idaho Track is a voluntary program of the University of Washington School of Medicine in which students complete the majority of required clinical clerkships within Idaho. Third-year Idaho Track medical students complete approximately twenty-four weeks of required clerkships in Idaho, and fourth-year Idaho Track medical students complete three of four required clerkships in Idaho. Twelve third-year students and sixteen fourth-year students participated in the Idaho Track during the 2017-2018 academic year. In addition to Idaho Track students, other UWSOM students rotated among the various clinical clerkships in Idaho. During academic year 2017-2018, a total of 143 UWSOM students completed one or more clinical rotations in Idaho. Those 143 medical students completed a total of 276 individual clinical rotations in Idaho. It is expected that as the number of WWAMI medical students have increased and the number of medical students from other programs (ICOM, U of U, PNWU) are growing, the benchmark was decreased below the FY17 measure to reflect the realities of limited clerkships in Idaho. Effort to increase the number of clerkships in Idaho by WWAMI are underway.*

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**Objective C:**

Support and maintain interest in primary care and identified physician workforce specialty needs for medical career choices among Idaho WWAMI students.

**Performance Measure:**

Percent of Idaho WWAMI graduates choosing primary care, psychiatry, general surgery, and OB/GYN specialties for residency training each year.

FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
64%	47%	59%	67%	50%

*Benchmark: 50% or more of Idaho WWAMI graduating class choosing needed work force specialties for residency training each year<sup>8</sup> The benchmark is 50% of the Idaho WWAMI graduating class choosing a specialty for residency training that is needed in Idaho (family medicine, general internal medicine, psychiatry, general surgery, and OB/GYN specialties). The benchmark is lower than the previous performance measures as a result of more medical students in the WWAMI cohort and limited graduate medical education options in Idaho and the nation. Currently there is national crisis related to a shortage of medical residencies.*

**Objective D:**

Maintain a high level Return on Investment (ROI) for all WWAMI graduates who return to practice medicine in Idaho.

**Performance Measure:**

Ratio of all WWAMI graduates who return to practice medicine in Idaho, regardless of WWAMI origin, divided by the total number of Idaho medical student graduates funded by the State.

FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
72%	75%	75%	75%	70%

*Benchmark: target ratio – 70%<sup>9</sup> The benchmark for the Return on Investment (ROI) for all WWAMI graduates who return to practice medicine in Idaho is 60%. The current ROI is 75% (447/599). The benchmark is lower than the previous performance measures as a result of more medical students in the WWAMI cohort and other medical learners in the state competing for limited clerkship and residency positions.*

**Objective E:**

Efficiently deliver medical education under the WWAMI contract, making use of Idaho academic and training resources.

**Performance Measure:**

Percent of Idaho WWAMI medical education contract dollars spent in Idaho each year.

FY15 (2014-2015)	FY16 (2015-2016)	FY17 (2016-2017)	FY18 (2017-2018)	Benchmark
72%	70%	70%	70%	70%

*Benchmark: 70%<sup>10</sup> The benchmark for this objective is 70%, the percentage of Idaho WWAMI medical education dollars spent in Idaho each year. In FY18, 70% of the State appropriations were spent in Idaho.*

**Key External Factors** (beyond the control of the Idaho WWAMI Medical Program):

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**Funding:** the number of state-supported Idaho medical student seats each year is tied to State legislative appropriations. Availability of revenues and competing funding priorities may vary each year.

**Medical Education Partnerships:** as a distributed medical education model, the University of Idaho and the UWSOM WWAMI Medical Program rely on medical education partnership with local and regional physicians, clinics, hospitals, and other educational institutions in the delivery of medical training in Idaho. The availability of these groups to participate in a distributed model of medical education varies according to their own budget resources and competing demands on their time and staff each year.

**Population Changes in Idaho:** with a growing population and an aging physician workforce, the need for doctors and medical education for Idaho's students only increases. Changes in population statistics in Idaho may affect applicant numbers to medical school, clinical care demands in local communities and hospitals, and availability of training physicians from year to year.

**Medical School Curriculum:** The University of Washington School of Medicine engaged in a major review and revision of the medical school curriculum which has impacted delivery of education and training in the WWAMI programs in Idaho. Given that students are on the University of Idaho campus for up to four terms instead of two, adjustments must be made to accommodate the increased number of medical students on campus. Expanded facilities, enhanced technology, additional faculty and support staff are necessary for the additional students and delivering this new state of the art curriculum. The University of Idaho is already anticipating these needs and working toward expanding facilities to accommodate the increased number of students. Tuition funds from third term medical students will help support the program's needs. The University of Idaho has identified and hired the necessary faculty to support the programmatic changes implemented in fall 2015. This curriculum renewal offers Idaho the opportunity to keep Idaho students in-state throughout a majority of the four years of their medical education, which is a significant advantage in retaining students as they transition to clinical practice.

**For-profit Medical Schools in Idaho:** There is an increasing need for more high quality clerkships for our students. The current challenge in developing clinical training opportunities is that multiple health profession training programs, such as medical students, physician assistant students, nurse practitioner students, family medicine residents, internal medicine residents and psychiatry residents are all seeking clinical training sites in Idaho. The proposed introduction of a for-profit osteopathic school in Idaho adding up to 300 additional clerkship students needing clinical training, would create significant challenges for clinicians in Idaho to meet those needs. The saturation of clinical training sites in Idaho has the potential to impact clinical opportunities for Idaho's only public supported medical education program housed in Idaho (WWAMI). Without strategic and thoughtful growth for medical education, the states only allopathic medical education opportunities for Idaho residents may be negatively impacted.

**Evaluation Process**

Annually WWAMI conducts an evaluation on the metrics used for the performance measures. The WWAMI Director and WWAMI Program Manager collect data from national, regional and local sources and then distribute that data for review to the University of Washington and University of Idaho administration. Strategic plans of the University of Washington School of Medicine and the University of Idaho serve as the framework for the WWAMI strategic plan and annual review process. Results of our performance measures are reviewed and influence the strategic plan as part of a continuous quality improvement.

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#### Cyber Security Plan

The WWAMI Medical Education Program has adopted the National Institute of Standards and Technology (NIST) Cybersecurity Framework and implementation of the Center for Internet Security (CIS) Controls through the University of Idaho, which follows the Executive Order from the State Board of Idaho, <https://gov.idaho.gov/mediacenter/execorders/eo17/EO%202017-02.pdf>

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<sup>1</sup>Based on nationally set standards. The benchmark is the national ratio of state applicants to medical school to the number of state supported seats.

<sup>2</sup>Based on national set standards. 39% is the national average of students that return to their native state to practice medicine (reference: 2015 State Physician Workforce Book, <https://www.aamc.org/data/workforce/reports/442830/statedataandreports.html>)

<sup>3</sup>Based on available resources for pursuing external grants and increased competitive nature of federal awards.

<sup>4</sup>Internally set benchmark as measure of program quality. All students at the UWSOM must participate in a research activity. Liaison. Medical. Requirement: May2016, Medical Student Research Requirement.

<sup>5</sup>Based on national standards United States Medical Licensing Examination Scores and Transcripts. [www.usmle.org](http://www.usmle.org)

<sup>6</sup>Based on state needs and available resources

<sup>7</sup>Based on analysis of areas of increase need in Idaho

<sup>8</sup>Based on national standards for workforce specialties

<sup>9</sup>Based on national standards for program return rates

<sup>10</sup>Based on available Idaho resources

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Appendix 1

	State Board of Education Goals				
	Goal 1: A WELL EDUCATED CITIZENRY	Goal 2: INNOVATION AND ECONOMIC DEVELOPMENT	Goal 3: DATA-INFORMED DECISION MAKING	Goal 4: EFFECTIVE AND EFFICIENT EDUCATIONAL	Goal 5
Institution/Agency Goals and Objectives					
<b>GOAL 1: A WELL EDUCATED CITIZENRY</b> <i>Continuously improve access to medical education for individuals of all backgrounds, ages, abilities, and economic means.</i>	✓	✓	✓		
<i>Objective A: Access - Provide outreach activities that help recruit a strong medical student applicant pool for Idaho WWAMI.</i>	✓		✓	✓	
<i>Objective B: Transition to Workforce - Maintain a high rate of return for Idaho WWAMI graduate physicians who choose to practice medicine in Idaho, equal to or better than the national state return rate.</i>	✓			✓	
<b>GOAL 2: CRITICAL THINKING AND INNOVATION</b> <i>WWAMI will provide an environment for the development of new ideas, and practical and theoretical knowledge to foster the development of biomedical researchers, medical students, and future physicians who contribute to the health and wellbeing of Idaho's people and communities.</i>	✓	✓			
<i>Objective A: Critical Thinking, Innovation and Creativity – Generate research and development of new ideas into solutions that benefit health and society.</i>	✓	✓		✓	



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<i>Objective B: Innovation and Creativity - Educate medical students who will contribute creative and innovative ideas to enhance health and society.</i>	✓	✓			
<i>Objective C: Quality Instruction – Provide excellent medical education in biomedical sciences and clinical skills.</i>	✓			✓	
<b>GOAL 3: EFFECTIVE AND EFFICIENT DELIVERY SYSTEMS</b> <i>Deliver medical education, training, research, and service in a manner which makes efficient use of resources and contributes to the successful completion of our medical education program goals for Idaho.</i>	✓		✓	✓	
<i>Objective A: Increase medical student early interest in rural and primary care practice in Idaho.</i>		✓		✓	
<i>Objective B: Increase medical student participation in Idaho clinical rotations (clerkships) as a part of their medical education.</i>					
<i>Objective C: Support and maintain interest in primary care and identified physician workforce specialty needs for medical career choices among Idaho WWAMI students.</i>				✓	
<i>Objective D: Maintain a high level Return on Investment (ROI) for all WWAMI graduates who return to practice medicine in Idaho.</i>		✓		✓	
<i>Objective E: Efficiently deliver medical education under the WWAMI contract, making use of Idaho academic and training resources.</i>	✓	✓		✓	

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**DIVISION OF CAREER TECHNICAL EDUCATION (Division)**

**SUBJECT**

Limited Occupational Specialist Certificate Extension Request - InSpIRE (Industry Specialists Infusing Real-world Experience) Cohort

**REFERENCE**

August 2017

The Idaho Division of Career Technical Education provided discussion about its first InSpIRE Cohort group during its annual progress report presentation, including information that some participants will need a one-year certificate extension in order to achieve the minimum of a Standard Occupational Specialist (SOS) Certificate upon renewal.

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-1204, Idaho Code

Idaho Administrative Code, IDAPA 08.02.02 – Section 114.06, Occupational Specialist Certificate

**ALIGNMENT WITH STRATEGIC PLAN**

GOAL 1: EDUCATIONAL SYSTEM ALIGNMENT - Ensure that all components of the educational system are integrated and coordinated to maximize opportunities for all students.

**BACKGROUND/DISCUSSION**

Individuals coming from the private sector into the career technical education (CTE) teaching profession are granted a Limited Occupational Specialists (LOS) certification for up to three (3) years while they meet the necessary requirements to obtain a Standard Occupational Specialist teaching certification. In August 2017, the Division launched a new two-year, cohort model to help CTE instructors coming from the private sector to meet the requirements of obtaining a Standard Occupational License without any out-of-pocket expense with customized regional instruction, including a teacher-mentor component. Of the seventy-four (74) Limited Occupational Specialist (LOS) certificated instructors participating in the Division's first InSpIRE to Educate cohort, ten (10) individuals have certificates that will expire August 31, 2018. However, participants of this first cohort are not due to complete all requirements for advancing to a minimum of a Standard Occupational Specialist Certificate until the end of April 2019.

In establishing the first InSpIRE Cohort, the Division reached out to those individuals awarded a LOS three-year certificate in 2015, 2016, and 2017. The Division sought to assist as many successfully-employed career technical education LOS instructors as possible to enter into this new program. It was understood by Division staff and InSpIRE participants, who held a LOS certificate

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valid from 2015 through August 31, 2018, that the Division would help secure a one-year extension to the LOS certificate to grandfather these individuals into the first cohort as appropriate. The Division administrator has communicated this need for certificate extensions in two presentations to the State Board of Education, and Division staff have worked with State Department of Education certification staff to determine options for extension.

Through collaborative work with staff from the Office of the State Board of Education, State Department of Education, and the Division, it was determined that the best option to address this issue would be to request Board action to extend the three-year Limited Occupational Specialist Certificate by one year for these ten (10) individuals, citing extenuating circumstances. All ten (10) cohort participants are in good standing with InSpIRE cohort expectations and making excellent strides in achieving the standards for initial certification of teaching personnel.

### **IMPACT**

Action by the Board to authorize a one-year extension of these ten (10) specific LOS certificates would allow all seventy-four currently-employed secondary and postsecondary teachers who are participating in the first InSpIRE cohort to successfully complete this training and advance their certification to a five-year renewable certificate beginning September 1, 2019. Should the extension not be approved, these ten (10) instructors will no longer be employable by their districts or technical colleges.

### **ATTACHMENTS**

Attachment 1 – Limited Occupational Certificate Extension Request Summary  
2018-19

### **STAFF COMMENTS AND RECOMMENDATIONS**

Pursuant to IDAPA 08.02.01.001. Waivers. The State Board of Education may grant a waiver of any rule not required by state or federal law to any school district upon written request. The Division is submitting this request on behalf of the school districts the secondary teachers are employed with. IDAPA 08.02.02 only applies to secondary teachers. Any provisions regarding certification of postsecondary teachers are based on Board or Division policy and may be waived at the Board's discretion.

Staff recommends approval.

### **BOARD ACTION**

I move to approve the request by the Division of Career Technical Education to waive the three year limit of the interim certificate in IDAPA 08.02.02.015.06.b. for one year for those individuals listed in Attachment 1.

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

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**ATTACHMENT 1**

**CERTIFICATE EXTENSION REQUEST SUMMARY - 2018-19 (COHORT I)**

<b><u>First Name</u></b>	<b><u>Last Name</u></b>	<b><u>School</u></b>	<b><u>Administrator</u></b>	<b><u>Level</u></b>	<b><u>Program Area</u></b>	<b><u>Certificate Expiration</u></b>
Caroll	Britt	Westada School District	Staci Low, Director	Secondary	Skilled & Technical Sciences	2018
Brandy	Funk	Renaissance High School	Shanna Hawkins Staci Low, Director	Secondary	Health Sciences	2018
Joseph	Gossi	Eagle High School	Staci Low, Director	Secondary	Business Tech Ed	2018
Jo	Greer	College of Western Idaho	Brenda Pettinger	Postsecondary	Skilled & Technical Sciences	2018
William	Hessing	West Ada School District	Staci Low, Director	Secondary	Engineering Tech Ed	2018
Richard	Ray	COSSA	Greg Hale Harold Nevill, Superintendent	Secondary	Skilled & Technical Sciences	2018
Daniel	Blackburn	Jerome School District	Dale Layne, Superintendent Nathan Tracy, HS Principal	Secondary	Engineering Tech Ed	2018
Frank	Kiska	Gooding School District	Spencer Larsen, Superintendent	Secondary	Skilled & Technical Sciences	2018
Tori	Parkin	Pocatello SD	Rhonda Naftz, CTE Director	Secondary	Engineering Technology Education	2018
Jacob	Harris	Blackfoot HS	Brian Kress, Superintendent Roger Thomas, Principal	Secondary	Business Tech Ed	2018

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**SUBJECT**

Private Institution Participation in Apply Idaho

**REFERENCE**

September 22, 2017          Apply Idaho launched

February 15, 2018          Update to the Board on Apply Idaho

**ALIGNMENT WITH STRATEGIC PLAN**

Goal 2: Educational Attainment, Objective C: Access – Increase access to Idaho's robust educational system for all Idahoans, regardless of socioeconomic status, age, or geographic location.

**BACKGROUND/DISCUSSION**

Apply Idaho launched on September 22, 2017. This streamlined application was designed with input from the eight public Idaho institutions. The purpose of the application was to reduce the amount of data an Idaho high school student needed to provide on each college application. Apply Idaho used a single, online application that was supplemented with data already collected and housed within the Educational Analytics System of Idaho. Students only needed to enter the information one time and could then select any or all public institutions within Idaho where that application could be sent.

Northwest Nazarene University and the College of Idaho expressed interest to Board staff regarding participation in Apply Idaho. The participation of private, non-profit institutions would necessitate the submission of student data from the private, non-profit institutions into the Educational Analytics System of Idaho in order to evaluate the success of the program and progress towards Goal 2 in the Board's strategic plan. These institutions maintain their interest in participating in the program.

**IMPACT**

Approval of this item will provide Idaho high school students the ability to select participating private, non-profit institutions within the Apply Idaho application. Data would be requested from the participating institutions that could inform the Board of postsecondary behaviors of students attending these private, non-profit institutions.

**ATTACHMENTS**

Attachment 1 – Letter of interest from Northwest Nazarene University

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**STAFF COMMENTS AND RECOMMENDATIONS**

Participation of the private non-profit institutions in Apply Idaho could provide benefits for Idaho high school students who are interested in applying to one of these institutions. The Board approved Apply Idaho as a way to reduce the burden on students in providing the same information multiple times in hopes that it would incentivize students to apply to an Idaho public institution. First year results show an 88 percent increase in the number of applications submitted. Board staff expect an increase in applications again if the private non-profit institutions participate in Apply Idaho; however, the magnitude of that increase is difficult to anticipate. It is unclear if the missions of these private non-profit institutions result in a different recruitment pool than the Idaho public institutions. This action could result in students who might have planned to attend an Idaho public institution, instead attending an Idaho private non-profit institution. The number of students who would have selected a public institution but instead selected a private non-profit institution has not been calculated.

The private non-profit institutions that have expressed interest in participating in Apply Idaho understand that in order for the Board office to evaluate and improve the Apply Idaho application, it would be necessary to provide information back to the Board office on enrollment and student progress. While this will allow Board staff to evaluate Apply Idaho, it also will allow Board staff to provide the Board a more complete picture on postsecondary enrollment, persistence, completion, and additional information related to the Summer Melt for a student population that we do not currently have access too.

In considering the expansion to private not-for-profit institutions, the Board should consider the impact for both the students and the public institutions over which the Board has fiduciary responsibility. The Board also must weigh the benefit of additional information the private non-profit institutions could provide in understanding the postsecondary picture in Idaho.

**BOARD ACTION**

I move to approve the participation of Northwest Nazarene University and College of Idaho, in Apply Idaho, contingent upon the terms and conditions in a Memorandum of Understanding that will be drafted by Board staff and authorize the Executive Director to execute the Memorandum of Understanding on behalf of the Board.

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

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APR 13 2018



NORTHWEST NAZARENE STATE UNIVERSITY  
OFFICE OF THE BOARD OF EDUCATION

April 11, 2018

Dr. Linda L. Clark, President  
Mr. Matt Freeman, Executive Director  
Idaho State Board of Education  
P.O. Box 83720  
Boise, ID 83720,0037

RE: Idaho Application Week

Dear Dr. Clark and Mr. Freeman,

I am writing to confirm Northwest Nazarene University's interest in "Apply Idaho" and to reinforce why including NNU in this initiative is good for Idaho students.

Nearly half of our traditional undergraduate student population is from the State of Idaho, and we are happy to partner with the State's efforts to improve the "Go,On" and college completion rates here. We believe that NNU offers a very personal and unique experience that encourages college-bound students to not only enroll but also persist to graduation. In fact, our graduation rates are among the best in the state of Idaho.

It is my understanding that the State Board of Education would like periodic sharing of data by NNU if we participate in "Apply Idaho." It makes sense to me that NNU's participation in data sharing would provide a more complete picture of how Idaho students are engaging in postsecondary education. Therefore, if you determine that NNU may participate in the "Apply Idaho" initiative, we are happy to participate in conversations about data sharing.

The Idaho State Board of Education and Northwest Nazarene University share many common goals. If you or your colleagues have any questions about our participation in "Apply Idaho" or our commitment to serving students and families in our State, please do not hesitate to reach out to me.

Thank you for your consideration and we look forward to hearing back about potential next steps.

Sincerely,

A handwritten signature in black ink, appearing to read "Joel K. Pearsall".

Joel K. Pearsall  
President

Joel K. Pearsall  
President  
*Office of the President*

623 S. University Boulevard  
Nampa, Idaho 83686-5897  
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email: president@nnu.edu

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
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**SUBJECT**

Board Policy I.E. Executive Officers, V.I. Real and Personal Property and Services, and V.U. Entertainment and Related Expenses – Second Reading

**REFERENCE**

December 2013	Board approved first reading of Board Policy V.U. providing clarification of allowable entertainment expenses.
February 2014	Board approved second reading of Board Policy V.U.
April 2014	Board approved first reading of Board Policy V.I., amending authorization thresholds for alignment between policies.
June 2014	Board approved second reading of Board Policy V.I.
August 2016	Board approved first reading of Board Policy I.E. Executive Officers – vehicle allowance
October 2016	Board approved second reading of Board Policy I.E.
April 2018	Board approved the first reading of proposed amendments to Board policies: I.E., V.I. and V.U.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Sections I.E. Executive Officers, V.I. Real and Personal Property and Services and V.U. Entertainment Related Expenses

**ALIGNMENT WITH STRATEGIC PLAN**

Governance issue.

**BACKGROUND/DISCUSSION**

Board Policy I.E., Executive Officers, outlines provisions and responsibilities for the Board's chief executive officers at the agencies and institutions under the Board's direct governance; including, provision for institutional presidents housing, automobile, and entertainment expense reimbursements. Board Policy, I.E.3, requires the president to live in the institutions "official residence" when the institution has such residence, in the event that the institution does not own an official residence, a housing allowance must be provided that is similar in value to living in an official residence. Additionally, this section requires the president to receive reimbursement for official entertainment expenses and be provided with a vehicle allowance. All of these allowances are provisions that are then also included in the presidents employment agreement. Currently two institutions have an official residence, Lewis-Clark State College and Idaho State University, and the official residence at the University of Idaho is under construction. Due to the varying availability of these residences across the campuses that the Board governs and the presidential searches conducted this year these provisions in Board policy have been re-evaluated. At this time it is recommended that Board Policy I.E.3. be eliminated and provisions regarding housing, automobile



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allowances and reimbursement of official entertainment expenses be established solely through presidents' employment agreements.

In addition to the provision outlined in Board Policy I.E. above, Board Policy V.I. Real and Personal Property and Services, subsection 4 includes an exception to the vehicle use policy specific to chief executive officers and Board Policy V.U. Entertainment Related Expenses, subsection 1.d. includes provisions regarding country club or dining club membership for senior staff. With the proposed amendments to Board Policy I.E. these additional provisions will be eliminated or updated as applicable to reflect the change.

**IMPACT**

Approval of the proposed amendments would eliminate requirements for presidential house, automobile allowance, and entertainment expenses from Board policy.

**ATTACHMENTS**

Attachment 1 – Board Policy I.E. Executive Officers – First Reading

Attachment 2 – Board Policy V.I. Real and Personal Property and Services – First Reading

Attachment 3 – Board Policy V.U. Entertainment Related Expenses First Reading

**STAFF COMMENTS AND RECOMMENDATIONS**

The proposed amendments to Board Policy I.E. allow the Board greater flexibility in negotiating employment agreements with perspective institution presidents, allowing the Board to be more competitive in recruiting and retaining individuals into these positions. The proposed amendments would bring Board Policies V.I. and V.U. into alignment with the amendments made in Board Policy I.E.

Staff recommends approval.

**BOARD ACTION**

I move to approve the second reading of proposed amendments to Board Policy section I.E. Executive Officers, as submitted in Attachment 1.

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

**AND**

I move to approve the first reading of proposed amendments to Board Policy section V.I. Real and Personal Property and Services, as submitted in Attachment 2.

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

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**AND**

I move to approve the first reading of proposed amendments to Board Policy section V.U. Entertainment Related Expenses, as submitted in Attachment 3.

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

**Idaho State Board of Education**

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES**

**SUBSECTION: E. Executive Officers**

**June 2018**

**1. Executive Director**

The Executive Director is appointed by and serves in this position at the pleasure of the Board. The Executive Director serves as the chief executive officer of the State Board of Education. Pursuant to Idaho Code 33-102A the Executive Director shall be under the direction of the Board and shall have such duties and powers as are prescribed by the Board. The Executive Director is charged with ensuring the effective articulation and coordination of institution, and agency concerns and is advisor to the Board and the Presidents/Agency Heads on all appropriate matters.

**2. Presidents/Agency Heads**

**a. Responsibilities**

The President/Agency Head is the chief program and administrative officer of the institution or agency. The President/Agency Head has full power and responsibility within the framework of the Board's Governing Policies and Procedures for the organization, management, direction, and supervision of the institution or agency and is held accountable by the Board for the successful functioning of the institution or agency in all of its units, divisions, and services.

For the higher education institutions, the Board expects the Presidents to obtain the necessary input from the faculty, classified and exempt employees, and students, but it holds the Presidents ultimately responsible for the well-being of the institutions, and final decisions at the institutional level rest with the Presidents. The Presidents shall keep the Board apprised, within 24 hours, through the Executive Director, of all developments concerning the institution, its employees, and its students, which are likely to be of interest to the public.

**b. The Chief Executive Officer is held accountable to the Board for performing the following duties within his or her designated areas of responsibility:**

**i. Relations with the Board**

- 1) Conduct of the institution or agency in accordance with the Governing Policies and Procedures of the Board and applicable state and federal laws.
- 2) Effective communication among the Board, the Board office, and the institution or agency.
- 3) Preparation of such budgets as may be necessary for proper reporting and planning.

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- 4) Transmittal to the Board of recommendations initiated within the institution or agency.
  - 5) Participation and cooperation with the office of the Board in the development, coordination, and implementation of policies, programs, and all other matters of statewide-system-wide concern.
  - 6) Notification to Board President or Executive Director of any out-of-state absence exceeding one week during which time the chief executive officer will be unavailable or out-of-country.
- ii. Leadership of the Institution or Agency
- 1) Recruitment and retention of employees
  - 2) Development of programs, in accordance with an evolving plan for the institution or agency.
  - 3) In cooperation with appropriate parties, the promotion of the effective and efficient functioning of the institution or agency.
  - 4) Development of methods that will encourage responsible and effective contributions by various parties associated with the institution or agency in the achievement of the goals of the institution or agency.
- iii. Relations with the Public
- 1) Development of rapport between the institution or agency and the public that each serves.
  - 2) Official representation of the institution or agency and its Board-approved role and mission to the public.
- c. Appointment Terms and Conditions

Each chief executive officer is employed and serves at the pleasure of the Board as an at-will employee. Appointments to the position of President of the higher education institutions and Executive Director of the Board are made by the Board. The Executive Director shall have authority to identify candidates and make recommendations for the appointment of Agency Heads, which must be approved and appointed by the Board. The Board and each chief executive officer may enter into an employment agreement for a term not to exceed five (5) years that documents the period of appointment, compensation, and any additional terms. The Board's Policies regarding Non-classified Employees, Section II, Subsection F, do not apply to the Board's chief executive officers.

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d. Evaluations

The Agency Heads are evaluated by the Executive Director annually, who makes recommendations to the Board with respect to compensation and employment actions. The Presidents and Executive Director are evaluated by the Board annually. The performance evaluation is based upon the terms of any employment agreement, the duties outlined in the policy and mutually agreed upon goals. Final decisions with respect to compensation and employment actions with regard to chief executive officers are made by the Board.

e. Compensation and Benefits

- i. Each chief executive officer's annual compensation shall be set and approved by the Board. A chief executive officer shall not receive supplemental salary compensation related to his or her service as chief executive officer from an affiliated institutional foundation, or from any other source except that institutional Presidents may receive perquisites or benefits as permitted by topic 3, subtopic d, below. A chief executive officer must disclose to the Board, through its Executive Director or in executive session as appropriate (with updates as necessary), any activities and financial interests, including compensation from an outside source unrelated to his or her service as chief executive officer, that affects or could potentially affect the chief executive officer's judgment or commitment to the Board or the institution.
- ii. In addition to the compensation referred to above, each chief executive officer shall receive the usual and ordinary medical, retirement, leave, educational, and other benefits available to all institutional, and agency employees.
- iii. Each chief executive officer shall receive reasonable and adequate liability insurance coverage under the state's risk management program.
- iv. Relocation and moving expenses incurred by each chief executive officer will be paid in accordance with the policies and rates established by the State Board of Examiners.
- v. Each chief executive officer earns annual leave at a rate of two (2) days per month or major fraction thereof of credited state service.

f. Termination

In the event a chief executive officer's appointment is terminated by Board action (for or without cause), then such individual shall only be entitled to continued compensation or benefits, if any, for which he or she may be eligible under the terms of his or her employment agreement.

[3. Institutional Presidents: Housing, Automobile, and Expense Reimbursement](#)

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- ~~— a. The institutional Presidents are responsible for hosting official functions to promote their respective institutions. At institutions with official residences, the Presidents of such institutions are required to live in the official residences provided.~~
- ~~— To preserve the image of the institutions and to provide adequate maintenance of state-owned property, the institutions shall provide support services for these residences. This support shall include maintenance and repairs, utilities, and grounds keeping.~~
- ~~— In the event that the institution does not own an official residence, a housing allowance will be provided that is similar in value to living in an official residence. In addition, this allowance shall cover reasonable maintenance and repair expenses related to the use of this home as the President's official residence.~~
- ~~— b. Each institutional President shall be provided an automobile allowance. If the President intends to use the automobile for business and personal use, the President shall obtain insurance for the automobile which meets with the requirements of Idaho's Risk Management Program, including applicable coverages and amounts.~~
- ~~— c. The institutional Presidents shall receive reimbursement for official entertainment expenses. Public relations and other out-of-pocket expenses may be reimbursed if they are directly related to the function of the institution as determined by the President. (See fiscal policy for entertainment and related expenses.)~~
- ~~d. Foundation Provided Funds for Compensation, Perquisites or Benefits~~
  - ~~Perquisites or benefits for the institutional Presidents, may be provided by the institution's affiliated foundation meeting all requirements of Section V, Subsection E of the Board's Governing Policies and Procedures if approved by the Board on a case-by-case basis.~~

**43. Institutional Presidents: Official Duties Related Spousal Expenses**

The Board acknowledges that the spouse of an institutional president provides valuable service activities on behalf of the institution, the Board, and to the Idaho higher education system. The Board further recognizes that the spouse may be expected to attend certain functions related to the ongoing mission and purposes of the institution. Accordingly, a spouse shall be eligible for reimbursement of authorized official travel and business related expenses, in accordance with the State of Idaho's travel and expense policies, as long as such expenses have a bona fide business purpose. To be a bona fide business purpose the presence and activities of the spouse at the function must be significant and essential (not just beneficial) to the institution. A president's spouse attending official functions as part of protocol or tradition and where the spouse makes an important contribution to the function can be considered serving a business purpose. For example, ceremonial functions, fundraising events, alumni gatherings, community, and recruiting events are examples of activities at which the presence of a spouse may contribute to the mission of the

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University. If a spouse has no significant role, or performs only incidental duties of a purely social or clerical nature, then such does not constitute a bona fide business purpose. Spousal expenses may not be charged to state funds; various non-state funds controlled by the institution may be used to fund spousal expenses.

**54. President Emeritus/Emerita Designation**

The Board may choose to grant President Emeritus/Emerita status to a retiring President. President Emeritus/Emerita status should be reserved to honor, in retirement, a president who has made distinguished professional contributions to the institution and who has also served a significant portion of his/her career at the institution. The intent of conferring President Emeritus/Emerita status is to bestow an honorary title in recognition of successful tenure in the Presidential role.

**a. Appointment Procedure**

An institution may forward a recommendation to the Board that this honorary title be conferred upon a President that is retiring or has retired from the institution. Each institution shall provide for input into the recommendation from the campus community.

**b. Rights, Privileges and Responsibilities**

Rights and privileges of such a distinction shall be, insofar as resources will allow, similar to those of active institutional staff, including such privileges as:

- i. staff privileges for activities, events and campus facilities;
- ii. receipt of institutional newspaper and other major institutional publications and receipt of employee/spouse fee privilege (see Section V. R.).

**Idaho State Board of Education  
GOVERNING POLICIES AND PROCEDURES  
SECTION: V. FINANCIAL AFFAIRS  
SUBSECTION: I. Real and Personal Property and Services**

**June 2018**

**1. Authority**

- a. The Board may acquire, hold, and dispose of real and personal property pursuant to Article IX, Section 2 and Article IX, Section 10, Idaho Constitution, pursuant to various sections of Idaho Code.
- b. Leases of office space or classroom space by any institution, school or agency except the University of Idaho are acquired by and through the Department of Administration pursuant to Section 67-5708, Idaho Code.
- c. All property that is not real property must be purchased consistent with Sections 67-5715 through 67-5737, Idaho Code, except that the University of Idaho may acquire such property directly and not through the Department of Administration. Each institution, school and agency must designate an officer with overall responsibility for all purchasing procedures.
- d. Sale, surplus disposal, trade-in, or exchange of property must be consistent with Section 67-5722, Idaho Code, except that the University of Idaho may dispose of such property directly and not through the Department of Administration.
- e. If the Executive Director finds or is informed that an emergency exists, he or she may consider and approve a purchase or disposal of equipment or services otherwise requiring prior Board approval. The institution, school or agency must report the transaction in the Business Affairs and Human Resources agenda at the next regular Board meeting together with a justification for the emergency action.

**2. Acquisition of Real Property**

- a. Acquisition of a real property interest, other than a leasehold interest, with a purchase price between five hundred thousand dollars (\$500,000) and one million dollars (\$1,000,000) requires prior approval by the Executive Director. A purchase exceeding one million dollars (\$1,000,000) requires prior Board approval.
- b. Any interest in real property acquired for the University of Idaho must be taken in the name of the Board of Regents of the University of Idaho.
- c. Any interest in real property acquired for any other institution, school or agency under the governance of the Board must be taken in the name of the State of Idaho by and through the State Board of Education.



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- d. This does not preclude a foundation or other legal entity separate and apart from an institution, school or agency under Board governance from taking title to real property in the name of the foundation or other organization for the present or future benefit of the institution, school or agency. (See Section V.E.)
- e. Acquisition of a leasehold interest in real property by or on behalf of an institution, school or agency requires prior Executive Director approval if the cost exceeds five hundred thousand dollars (\$500,000) over the term, or by the Board if the term of the lease exceeds five (5) years or if the cost exceeds one million dollars (\$1,000,000) over the term.
- f. Appraisal.  
An independent appraiser must be hired to give an opinion of fair market value before an institution, school or agency acquires fee simple title to real property.
- g. Method of sale - exchange of property.  
The Board will provide for the manner of selling real property under its control, giving due consideration to Section 33-601(4), applied to the Board through Section 33- 2211(5), and to Chapter 3, Title 58, Idaho Code. The Board may exchange real property under the terms, conditions, and procedures deemed appropriate by the Board.
- h. Execution.  
All easements, deeds, and leases excluding easements, deeds, and leases delegated authority granted to the institutions and agencies must be executed and acknowledged by the president of the Board or another officer designated by the Board and attested to and sealed by the secretary of the Board as being consistent with Board action.

**3. Acquisition of Personal Property and Services**

- a. Purchases of equipment, data processing software and equipment, and all contracts for consulting or professional services either in total or through time purchase or other financing agreements, between five hundred thousand dollars (\$500,000) and one million dollars (\$1,000,000) require prior approval by the executive director. The executive director must be expressly advised when the recommended bid is other than the lowest qualified bid. Purchases exceeding one million dollars (\$1,000,000) require prior Board approval. If the project budget for a purchase or the renewal cost for a service agreement increases above the approved amount, then the institution or agency may be required to seek further authorization, as follows:

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Project or Service Agreement Originally Authorized By	Original Project Cost or Total Obligation for Service Agreement	Cumulative Value of Change(s)	Aggregate Revised Project Cost or Total Obligation for Renewal to Service Agreement	Change Authorized By
Local Agency	< \$500,000	Any	< \$500,000	Local Agency
Local Agency	< \$500,000	Any	\$500,000-\$1,000,000	Executive Director
Local Agency	<\$500,000	Any	> \$1,000,000	SBOE
Executive Director	\$500,000-\$1,000,000	<= \$500,000	<= \$1,000,000	Local Agency
Executive Director	\$500,000-\$1,000,000	Any	>\$1,000,000	SBOE
SBOE	> \$1,000,000	< \$500,000	Any	Local Agency
SBOE	> \$1,000,000	\$500,000-\$1,000,000	Any	Executive Director
SBOE	> \$1,000,000	>\$1,000,000	Any	SBOE

- b. Acquisition or development of new administrative software or systems that materially affect the administrative operations of the institution by adding new services must be reviewed with the executive director before beginning development. When feasible, such development will be undertaken as a joint endeavor by the four institutions and with overall coordination by the Office of the State Board of Education.

**4. Hold of Personal Property**

**a. Inventory**

An inventory of all items of chattel property valued at two thousand dollars (\$2,000) or limits established by Department of Administration owned or leased by any agency or institution must be maintained in cooperation with the Department of Administration as required by Section 67-5746, Idaho Code.

**b. Insurance**

Each agency and institution must ensure that all insurable real and personal property under its control is insured against physical loss or damage and that its employees are included under any outstanding policy of public liability insurance maintained by the state of Idaho. All insurance must be acquired through the State Department of Administration or any successor entity.

**c. Vehicle Use**

Vehicles owned or leased by an institution or agency must be used solely for institutional or agency purposes. ~~Employees may not, with certain exceptions, keep institutional vehicles at their personal residences. Exceptions to this policy include the chief executive officers and other employees who have received specific written approval from the chief executive officer of the institution or agency.~~

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**5. Disposal of Real Property**

**a. Temporary Permits**

Permits to make a temporary and limited use of real property under the control of an institution or agency may be issued by the institution or agency without prior Board approval.

**b. Board approval of other transfers**

- i. Leases to use real property under the control of an institution, school or agency require prior Board approval - if the term of the lease exceeds five (5) years or if the lease revenue exceeds two hundred fifty thousand dollars (\$250,000).
- ii. Easements to make a permanent use of real property under the control of an institution, school or agency require prior Board approval - unless easements are to public entities for utilities.
- iii. The transfer by an institution, school or agency of any other interest in real property requires prior Board approval.

**6. Disposal of Personal Property**

Sale, surplus disposal, trade-in, or exchange of property with a value greater than five hundred thousand dollars (\$500,000) and less than one million dollars (\$1,000,000) requires prior approval by the Executive Director. Sale, surplus disposal, trade-in, or exchange of property with a value greater than one million dollars (\$1,000,000) requires prior Board approval. All disposals approved by the Executive Director shall be reported quarterly to the Board.

**a. First Refusal**

When the property has a value greater than five thousand dollars (\$5,000), the institution, school or agency must first make a good faith effort to give other institutions, school and agencies under Board governance the opportunity of first refusal to the property before it turns the property over to the Department of Administration or otherwise disposes of the property.

**b. Sale of Services**

The sale of any services or rights (broadcast or other) of any institution, school or agency requires prior approval of the Board when it is reasonably expected that the proceeds of such action may exceed two hundred fifty thousand dollars (\$250,000). Any sale of such services or rights must be conducted via an open bidding process or other means that maximizes the returns in revenues, assets, or benefits to the institution, school or agency.

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c. Inter-agency Transfer

Transfer of property from one Board institution, school or agency to another institution, school or agency under Board governance may be made without participation by the State Board of Examiners or the Department of Administration, but such transfers of property with a value greater than two hundred fifty thousand dollars (\$250,000) require prior Board approval.

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**GOVERNING POLICIES AND PROCEDURES**  
**SECTION: V. FINANCIAL AFFAIRS**  
**Subsection: U. Entertainment Related Expenses**

February 2014

1. The chief executive officer and his or her designated employees are authorized to use appropriated, foundation and local funds for entertainment and related expenses for official functions which support the institutional mission and serve a business purpose.
  - a. Entertainment involves guests external to the institution and is related to one or more of the following purposes:
    - i. recognition or promotion of academic achievement, scholarship, service to the institution, or athletic achievement
    - ii. promotion or communication of intellectual ideas and/or exchange of administrative and operational information on the institution's programs or activities
    - iii. support of institution-sponsored student events and activities
    - iv. development events (donor receptions, fundraising activities, etc.)
    - v. advocacy events with elected officials and policymakers, subject to the limitations of Title 18, Chapter 13, Idaho Code
    - vi. assistance to the State Board of Education, accrediting agencies, officials from other institutions, etc.
  - b. Meals may be provided for institution administrative/business meetings if integral to the meeting and the meeting time encompasses a normal meal time. Meetings at which a meal is provided must include at least one institution employee, be agenda driven, and be directly related to specific institution business.
  - c. Public relations expenses, and business and civic club memberships (e.g. chamber of commerce or Rotary Club), ~~and charitable contributions~~, are allowable if they are reasonable, necessary, and related to the function of the institution. Membership at a country club or dining club shall not be allowed unless specifically provided for in an employment agreement approved by the Board.
  - d. ~~Membership at a country club or dining club shall be limited to institution senior management, shall be specifically provided for in an employment agreement and requires prior Board approval.~~
2. All expenses authorized in this Subsection shall be properly documented to support the business purpose of the expenditure. In addition, actual expenses shall be reported to the Board upon request.

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Board Policy I.J. Use of Institutional Facilities and Services – First Reading

**REFERENCE**

June 2016	The Board denied requests from the universities to establish secure areas for pregame events for ticket holders with structured alcohol service for the 2016 football season. In addition, the Board denied the request by the University of Idaho to allow game patrons for home football games to bring alcohol for personal consumption to designated tailgating areas.
June 2017	The Board deferred consideration of proposed amendments to Board Policy I.J. until a single proposal could be brought forward from the universities.
August 2017	The Board approved the first reading of proposed amendments to Board Policy I.J. with the stipulation that the requirement for a “written or electronic” invitation be added and the term “youth” be changed to “minors,” add no students are allowed in alcohol service areas and maintain the separation of alcohol service areas from areas where no alcohol is served.
October 2017	The Board approved amendments to Board Policy I.J. to allow institutions’ CEOs to permit alcohol service in conjunction with NCAA athletic events hosted by the institution in venue suites and at designated pre-game events at listed locations for specified sports with Board approval.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section I.J.2.c

**BACKGROUND/DISCUSSION**

In October of 2017, the Board amended Board Policy I.J., Use of Institutional Facilities and Services, was amended to specify alcohol could be served under certain conditions at certain pre-game events and in-suite in conjunction with NCAA athletic events if permitted by an Institution’s CEO and approved by the Board at the Regular June Board meeting. The policy currently limits alcohol service to the following specific venues and sports:

- Caven Williams Sports Complex (Pre-game football)
- Allen Noble Hall of Fame Gallery (Pre-game football)
- Alumni and Friends Center (Pre-game football)
- Stueckle Sky Center (In-suite football)

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- Double R Ranch Club Room – Taco Bell Arena (In-suite/Club room basketball)

The policy also provides that institutions may bring to the Board requests to seek approval to add new or additional facilities to the approved locations list. It adds that such requests will require amendment to the policy.

When weather permits, Boise State wishes to have an outdoor alternative, at DeChevrieux Field, to the pre-game events planned for Caven Williams Sports Complex in conjunction with NCAA football, which requires a policy amendment. Pre-game football events would either be held at DeChevrieux Field or Caven Williams Sports Complex, but only one of the locations would be used, depending upon the weather.

Boise State also wishes to host pre-game events in conjunction with NCAA basketball games at the Alumni and Friends Center, which requires a policy amendment.

Accordingly, Boise State University requests that the Idaho State Board of Education Governing Policies & Procedures, Section I.J.2.c. be amended to add to the list of Boise State University locations and game: DeChevrieux Field for pre-game football events and the Alumni and Friends Center for pre-game basketball events.

**IMPACT**

Approval will allow Boise State University to provide a fair weather alternative to the pre-game events planned for Caven Williams Sports Complex in conjunction with NCAA football and to serve alcohol in restricted areas during home basketball games and to improve the offerings for patrons on game day, and provide structured, controlled service of alcohol during pregame activities.

**ATTACHMENT**

Attachment 1 – Board Policy I.J. Use of Institutional Facilities – First Reading

**STAFF COMMENTS AND RECOMMENDATIONS**

Amendments approved by the Board at the October 2017 Regular Board meeting allow the institutions, with Board approval, to serve alcohol in conjunction with NCAA athletic events for certain listed pre-game events and in-suite areas limited to the location and sports specified in the policy. The policy further allows that institutions may bring to the Board requests to seek approval to add new or additional facilities to the approved location and such requests will require amendment to the policy. This language was included in the policy to clarify for the institutions that they could request additional location; however, any such additions will require amendment to Board policy.

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Amendments to Board policy require two readings at two separate meetings where proper notice has been given, prior to those amendments taking effect. The intent of the clarification was to eliminate any confusion to the timeline required should an institution want to add additional locations or sports to the policy. While requests to amend the policy could be brought forward at any time, the policy does require the institutions bring forward their alcohol service proposal each year at the regularly scheduled June Board meeting for the ensuing year.

Boise State University has brought forward under a separate agenda item their proposal for alcohol serve for the 2018-2019 Basketball and Football Seasons. This request includes alcohol service at DeChevrieux Field for pre-game football events and the Alumni and Friends Center for pre-game basketball events. Should the Board approve the first reading of the proposed policy amendments at the June 2018 Regular Board meeting, the second reading will be scheduled for the August Regular Board meeting. The proposed amendments would not take effect until the approval of the second reading. Due to this timeline, consideration of the new locations for the 2018-2019 basketball or football seasons would require a waiver of the current Board policy.

**BOARD ACTION**

I move to approve the first reading of Board policy I.J. Use of Institutional Facilities and Services, adding two additional location to the list of approved locations for alcohol service at Boise State University in conjunction with student athletic events as specified in Attachment 1.

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



**Idaho State Board of Education**

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES**

**SUBSECTION: J. Use of Institutional Facilities and Services with Regard to the Private Sector**

~~October 2017~~August 2018

**1. Use of Institutional Facilities and Services**

- a. Consistent with education's primary responsibilities of teaching, research, and public service, the institutions, under the governance of the State Board of Education and Board of Regents of the University of Idaho (Board), have and will continue to provide facilities and services for educational purposes. Such services and facilities, when provided, should be related to the mission of the institution and not directly competitive with services and facilities reasonably available from the private sector. The institutions' provision of services and facilities should be educationally related. In addition, the Board recognizes that the institutions have a role in assisting community and economic development in a manner that supports the activities of the private sector. To this end, cooperation with local, state, and federal agencies is encouraged.
- b. Priority and guidelines for use of institutional services and facilities is as follows:
  - i. Institutionally sponsored programs and projects.
  - ii. Community programs or projects of an educational nature where the services or facilities provided by the institutions are directly related to the teaching, research, or service mission of the institution.
  - iii. Local, state, or federally sponsored programs and projects.
  - iv. The institutions will maintain a list of special events, services and facilities provided in those special events, the sponsor's name, the date of the use, and the approximate number of persons attending. This list will be available for public inspection. Individual institutional policies should be adopted in accordance with this general philosophy and policy statement of the Board. To this end, a coordinated effort between the public and private sector is encouraged.

**2. Possession, Consumption, and Sale of Alcohol Beverages at Institutional Facilities**

- a. Board Administrative Rules IDAPA 08.01.08 provides requirements relative to alcoholic beverages on campus grounds. Said rules generally prohibit the possession or consumption of alcoholic beverages in areas open to and most commonly used by the general public on campus grounds. The rules authorize the Board to waive the prohibition pursuant to Board policies and procedures. The chief executive officer of each institution may waive the prohibition against

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possession or consumption of alcoholic beverages only as permitted by and in compliance with this policy. The grant of any such waiver shall be determined by the chief executive officer ("CEO") only in compliance with this Policy and in accordance with the provisions set forth herein, and not as a matter of right to any other person or party, in doing so, the chief executive officer must ensure that the decisions to allow possession and consumption of alcoholic beverages are consistent with the proper image and the mission of the institution.

- b. Each institution shall maintain a policy providing for an institutional Alcohol Beverage Permit process. For purposes of this policy, the term "alcoholic beverage" shall include any beverage containing alcoholic liquor as defined in Idaho Code Section 23-105. Waiver of the prohibition against possession or consumption of alcoholic beverages shall be evidenced by issuance of a written Alcohol Beverage Permit issued by the CEO of the institution which may be issued only in response to a completed written or electronic application therefore. Staff of the State Board of Education shall prepare and make available to the institutions the form for an Alcohol Beverage Permit and the form for an Application for Alcohol Beverage Permit which is consistent with this Policy. Upon issuance of an Alcohol Beverage Permit, a copy of 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. An Alcohol Beverage Permit may only be issued to allow the sale or consumption of alcoholic beverages on public use areas of the campus grounds provided that all of the following minimum conditions shall be met. An institution may develop and apply additional, more restrictive, requirements for the issuance of an Alcohol Beverage Permit. The CEO has the authority by the Board to issue Alcohol Beverage Permits that meet or exceed the following requirements.
  - i. An Alcohol Beverage Permit may be granted only for a specifically designated event (hereinafter "Permitted Event"). Each Permitted Event shall be defined by the activity planned, the area or location in which the activity will take place and the period of time during which the activity will take place. The activity planned for the Permitted Event must be consistent with the proper image and mission of the institution. The area or location in which the activity will take place must be defined with particularity, and must encompass a restricted space or area suitable for properly controlling the possession and consumption of alcoholic beverages. The time period for the activity must be a single contiguous time period for a separate defined occurrence (such as a dinner, a conference, a reception, a concert, a sporting competition and the like). An extended series of events or a continuous activity with no pre-determined conclusion shall not be a Permitted Event. The area or location of the Permitted Event, the restricted space or area therein for possession and consumption of alcoholic beverages and the applicable time periods for the Permitted Event must each be set forth in the Alcohol Beverage Permit and in the application therefore.

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- ii. The serving of alcoholic beverages must be part of a planned food and beverage program for the Permitted Event, rather than a program serving alcoholic beverages only. Food must be available at the Permitted Event. Consumption of alcoholic beverages and food cannot be the sole purpose of a Permitted Event.
- iii. Non-alcoholic beverages must be as readily available as alcoholic beverages at the Permitted Event.
- iv. A Permitted Event must be one requiring paid admission through purchase of a ticket or through payment of a registration fee, or one where admission is by written or electronic personal invitation. Events generally open to participation by the public without admission charges or without written or electronic personal invitation shall not be eligible for an alcoholic beverage permit. Only persons who have purchased a ticket or paid a registration fee for attendance at a Permitted Event, or who have received a written or electronic invitation to a Permitted Event, and who are of lawful age to consume alcoholic beverages, will be authorized to possess and consume alcoholic beverages at the Permitted Event.
- v. Permitted Events which are generally open to the public through purchase of a ticket (such as sporting events, concerts or other entertainment events) must set out a confined and defined area where alcoholic beverages may be possessed and consumed. For such events, the defined area where alcoholic beverages may be possessed and consumed shall be clearly marked as such, and shall be separated in a fashion that entry into the area and exit from the area can be controlled to ensure that only those authorized to enter the area do so and that no alcoholic beverages leave the area. Only those individuals lawfully attending the Permitted Event who are of lawful age to consume alcoholic beverages may be allowed into the area where alcohol is served, provided that such individuals may be accompanied by minors for whom they are responsible, but only if such minors are, at all times, under the supervision and control of such individuals. For such events there shall be sufficient space outside of the area where alcoholic beverages may be possessed and consumed to accommodate the participating public who do not wish to be present where alcoholic beverages are being consumed.
- vi. Except as provided for in c. and d. below, no student athletic events, (including without limitation NCAA, NIT, NAIA and intramural student athletic events) occurring in college or university owned, leased or operated facilities, or anywhere on campus grounds, shall be Permitted Events, nor shall a Permitted Event be allowed in conjunction with any such student athletic event.
- vii. An Alcohol Beverage Permit for a Permitted Event to which attendance is limited to individuals who have received a personal written or electronic

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invitation, or to those who have registered to participate in a particular conference (for example, a reception, a dinner, an exclusive conference) may allow alcoholic beverages to be possessed and consumed throughout the area of the event, provided that the area of the event is fully enclosed, and provided further that the area of the event must be such that entry into the area and exit from the area can be controlled to ensure that only those authorized to enter the area do so and that no alcoholic beverages leave the area. Additionally, the area of the Permitted Event must not be open to access by the general public, or to access by persons other than those properly participating in the Permitted Event.

- viii. Application for an Alcohol Beverage Permit must be made by the organizers of the event. Such organizers must comply with all applicable laws of the State of Idaho and the local jurisdiction with respect to all aspects of the event, including the possession sale and consumption of alcoholic beverages.
- ix. The Alcohol Beverage Permit, any required local catering permit, and applicable state or local alcoholic beverages permits shall be posted in a conspicuous place at the defined area where alcoholic beverages are authorized to be possessed and consumed.
- x. The sale, service and consumption of alcoholic beverages at a Permitted Event shall be confined to the specific event, area or activity identified on the Beverage Permit application. Any alcoholic beverages allowed at a Permitted Event shall be supplied through authorized contractors of the organizers (such as caterers hired by the organizers). In no event shall the institution supply or sell alcoholic beverages directly. In no event shall the general public or any participants in a Permitted Event be allowed to bring alcoholic beverages into a Permitted Event, or leave the defined area where possession and consumption is allowed while in possession of an alcoholic beverage.
- xi. The person/group issued the Beverage Permit and the contractors supplying the alcoholic beverages shall assume full responsibility to ensure that no one under the legal drinking age is supplied with any alcoholic beverage or allowed to consume any alcoholic beverage at the Permitted Event. Further, the person/group must provide proof of insurance coverage, including host liquor liability and liquor legal liability, in amounts and coverage limits sufficient to meet the needs of the institution, but in no case less than \$1,000,000 minimum coverage per occurrence. Such insurance must list the permitted person/group, the contractor, the institution, the State Board of Education and the State of Idaho as additional insured's, and the proof of insurance must be in the form a formal endorsement to the policy evidencing the coverage and the required additional insured's.
- xii. The Alcohol Beverage Permit shall set forth the time at which sale, service, possession and consumption of alcoholic beverages will be permitted, which

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times shall be strictly enforced. Service and sale of alcoholic beverages shall stop at a time in advance of the time of closure of the event sufficient to allow an orderly and temperate consumption of the balance of the alcoholic beverages then in possession of the participants of the event prior to closure of the event.

xiii. These guidelines shall apply to both institutional and non-institutional groups using institutional facilities.

- c. The sale or consumption of alcoholic beverages on campus grounds in conjunction with NCAA athletic events is prohibited except for certain listed pre-game events and service in venue suite areas as described below. Alcohol service at pre-game events and in-suite areas is limited to the locations listed below only. No other locations are allowed. Each year an institution that wishes to seek Board approval must present a written proposal to the Board, at the Board's regularly scheduled June Board meeting for the ensuing year. The proposal must include detailed descriptions and drawings of the areas where events which will include alcohol service will occur. The proposal must meet the following criteria and, upon review by the Board, may also include further criteria and restrictions in the Board's discretion. An institution's proposal shall be subject to the following minimum conditions:

i. Approved Locations:

1) Boise State University:

- [DeChevrieux Field \(Pre-game football\)](#)
- Caven-Williams Sports Complex (Pre-game football)
- Allen Noble Hall of Fame Gallery (Pre-game football)
- Alumni and Friends Center (Pre-game football)
- [Stueckle Sky Center \(In-suite football\)](#)
- [Alumni and Friends Center \(Pre-game basketball\)](#)
- Double R Ranch Club Room – Taco Bell Arena (In-suite/Club room basketball)

2) Idaho State University:

- Exterior of Holt Arena - east end area adjacent to the Sports Medicine Center (Pre-game football)

3) University of Idaho:

- Lighthouse Center/Bud and June Ford Club Room (In-suite/Club Room football and basketball)
- President's/Corporate Tents – activities field north end (Pre-game football)

Institutions may bring to the Board requests to seek approval to add new or additional facilities to the approved locations list. Such requests will require amendment to the policy.

ii. Pre-game events

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- 1) The event must be conducted during pre-game only, no more than three-hours in duration, ending at kick-off.
  - 2) Only patrons who hold tickets to the football game shall be allowed into the event.
  - 3) The event must be conducted in a secured area surrounded by a fence or other methods to control access to and from the area. There must be no more than two entry points manned by security personnel where ID's are checked and special colored wrist bands issued (or similar identification system).
  - 4) A color-coded wrist band (or similar identification) system must identify attendees and invited guests, as well as those of drinking age. No one under the legal drinking age shall be admitted into the alcohol service and consumption area of an event. The area shall be clearly marked and shall be separated in a fashion that entry into the area and exit from the area can be controlled to ensure that only those authorized to enter the area do so and that no alcoholic beverages leave the area.
- iii. In-Suites/Club Rooms
- 1) Attendance is limited to ticketed patrons and guests,
  - 2) Adult patrons may be accompanied by minors for whom they are responsible, but only if such minors are, at all times, under the supervision and control of such adult patrons.
  - 2) The sale of alcohol must begin no sooner than three hours prior to the start of the athletic contest and must end seventy-five (75) percent of the way into the contest to allow for an orderly and temperate consumption of the balance of the alcoholic beverages then in possession of the participants of the game prior to the end of the game.
- iv. All events, pre-game and in-suite, must meet the following requirements:
- 1) All ticket holders to the event must be sent a communication outlining the location and Board alcohol policy. The communication must state the minimum drinking age in Idaho is 21 and that at no time is underage drinking and/or serving of alcohol to visibly intoxicated persons allowed.
  - 2) Alcohol-making or -distributing companies are not allowed to sponsor the event. In no event shall the institution supply or sell alcoholic beverages directly. In no event shall invitees or participants in such event be allowed to bring alcoholic beverages into the area, or leave the defined area where possession and consumption is allowed while in possession of an alcoholic beverage.
  - 3) The food provider must provide TIPS trained personnel who monitor the sale and consumption of all alcoholic beverages to those of drinking age. Any required local catering permit, and applicable state or local alcoholic beverage permits, shall be posted in a conspicuous place at the defined area where alcoholic beverages are authorized to be possessed and consumed.
  - 4) Food must be available at the event. Non-alcoholic beverages must be as

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readily available as alcoholic beverages.

- 5) Security personnel located throughout the area must monitor all alcohol wristband policies and patron behavior.
  - 6) Event sponsors/food providers must be required to insure and indemnify the State of Idaho, the State Board of Education and the institution for a minimum of \$2,000,000, and must obtain all proper permits and licenses as required by local and state ordinances. All applicable laws of the State of Idaho and the local jurisdiction with respect to all aspects of the event, including the possession, sale and consumption of alcoholic beverages, must be complied with. Event sponsors/food providers supplying the alcoholic beverages shall assume full responsibility to ensure that no one under the legal drinking age is supplied with any alcoholic beverage or allowed to consume any alcoholic beverage at the event. Further, event sponsors/food providers must provide proof of insurance coverage, including host liquor liability and liquor legal liability, in amounts and coverage and coverage limits sufficient to meet the needs of the institution, but in no case less than \$1,000,000 minimum coverage per occurrence. Such insurance must list the event sponsor/food provider, the institution, the State Board of Education and the State of Idaho as additional insureds, and the proof of insurance must be in the form of a formal endorsement to the policy evidencing the coverage and the required additional insureds.
  - 7) A report must be submitted to the Board annually with details on alcohol service in conjunction with athletic events including any alcohol related incidents reported at a time and in a format set by the Executive Director.
- d. In addition to the Institution sponsored game-day events described in c. above, the CEO of each institution may designate (subject to annual board approval) specific parking lots or limited areas of university grounds with controlled access as tailgate areas for home NCAA football games or NCAA bowl games hosted by the institution. Only game patrons authorized by the institution will be allowed to park and tailgate in the designated tailgate areas with their private guests. Locations, times and dates will be submitted to the Board for approval.

Within tailgate areas, authorized game patrons and their private guests may consume alcohol as long as they abide by all local and state regulations governing alcohol usage including, but not limited to, minor in possession or consumption of alcoholic beverages and public intoxication. Alcohol consumption in tailgating areas shall be limited to the times approved by the Board and at no time shall extend beyond 10:00am through 10:00pm of the day of each NCAA football game hosted by the institution. Alcohol beverages must be held in an opaque container that is not labeled or branded by an alcohol manufacturer or distributor. Alcohol may not be taken from the designated tailgate area into any other area.

The institutions shall not sell alcohol or serve alcohol in the tailgate area nor

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license or allow any vendor to sell or dispense alcohol in the tailgate area. Only private individuals authorized to be in the tailgate area may bring alcohol into the tailgate area for personal use by themselves and their guests. Each institution may place additional restrictions on activities in the tailgate area as seen fit to maintain order in the area.

Institution sponsored private game-day events at which alcohol may be served by the institution remain subject to the requirements set forth in c. above. Institutions will report to the Board regarding the tailgate area at the same time as they report to the Board regarding the private game-day events under Board Policy.

- e. The sale or consumption of alcoholic beverages on campus grounds in conjunction with NCAA post season athletic competition shall be permitted under the same conditions ii. through iv., as described in subsection c. above, except that the minimum amount of insurance/indemnification shall be \$5,000,000.
  - f. Within residential facilities owned, leased or operated by an institution, the CEO may allow the possession or consumption of alcoholic beverages by persons of legal drinking age within the living quarters of persons of legal drinking age. Consumption of alcohol shall not be permitted in the general use areas of any such residence facility. Possession of alcohol within the general use areas of a residential facility may only be done in a facility where consumption has been authorized by the CEO, and such possession shall be only as is incidental to, and reasonably necessary for, transporting the alcohol by the person of legal drinking age to living quarters where consumption is allowed. The term "living quarters" as used herein shall mean, and be limited to, the specific room or rooms of a residential facility which are assigned to students of the institution (either individually or in conjunction with another room mate or roommates) as their individual living space.
3. Alcohol-making or -distributing companies shall not be allowed to advertise goods or services on campus grounds or in any institutional facilities.



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**BOISE STATE UNIVERSITY**

**SUBJECT**

Alcohol Service – Pre-game, In-suite, Tailgating 2018-2019 Basketball and Football Season

**REFERENCE**

June 2013	Board approved a request to establish secure areas for pregame activities that serve alcohol for the 2013 football season as well as alcohol service in the Sky Center during home games, Famous Idaho Potato Bowl, and the 2014 Spring Game and the Caven Williams Sports Complex for home football games and the Famous Idaho Potato Bowl.
June 2014	Board approved a request to establish secure areas for pregame activities that serve alcohol for the 2014 football season as well as alcohol service in the Sky Center during home games, Famous Idaho Potato Bowl, and the 2015 Spring Game and the Caven Williams Sports Complex for home football games and the Famous Idaho Potato Bowl.
June 2015	Board approved a request to establish secure areas for pregame activities that serve alcohol for the 2015 football season as well as alcohol service in the Sky Center during home games, Famous Idaho Potato Bowl, and the 2016 Spring Game and the Caven Williams Sports Complex for home football games and the Famous Idaho Potato Bowl.
June 2016	Board approved a request to establish secure areas for pregame activities that serve alcohol for the 2016 football season as well as alcohol service in the Sky Center during home games, Famous Idaho Potato Bowl, and the 2017 Spring Game for home football games and the Famous Idaho Potato Bowl.
June 2017	Board approved a request to establish secure areas for pregame activities that serve alcohol for the 2017 football season as well as alcohol service in the Sky Center during home games, Famous Idaho Potato Bowl, and the 2018 Spring Game for home football games and the Famous Idaho Potato Bowl.
October 2017	Board approved second reading of amendments to Board policy I.J. to allow institutions' CEOs to permit alcohol service in conjunction with NCAA football games and NCAA bowl games hosted by the institution in venue suites and at designated pre-game events ("Permitted Events") at specific locations and to designate tailgate areas where authorized game patrons and their private guests may consume alcohol, if submitted to the Board for annual approval, and subject to certain conditions.
December 2017	Board approved waiver of Board Policy I.J. requirement that all requests come to the Board at the regular June Board meeting for

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the 2017-2018 basketball competitions and the request to have a permitted event in the Double R Ranch Club Room of Taco Bell Arena.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, I.J – Use of Institutional Facilities and Services With Regard to the Private Sector  
Idaho Administrative Code, IDAPA 08.01.08 – 100, Possession, Consumption, and Sale of Alcoholic Beverages at Public Higher Education Institutions.  
Idaho Administrative Code, IDAPA 38.04.07 – 305, Food and Beverage

**ALIGNMENT WITH STRATEGIC PLAN**

Governance issue. Not aligned with strategic plan.

**BACKGROUND/DISCUSSION**

Prior to approval of construction of the Stueckle Sky Center, the Board granted approval for the University to represent that alcohol service would be available in the suites. Based on that approval, the leases with patrons for the suites, club seats and loge seats were all created with the understanding that alcohol service would be available during games in this area.

For the past twelve seasons, the Board has approved alcohol service in the Stueckle Sky Center prior to and throughout home football games.

The University is committed to overall improvement of the game day experience, including enhancing concessions, fan connections with coaches and student-athletes, ticket purchase options, and enhanced promotions, among other things. The addition of pre-game events is part of an overall strategy to enhance the game day experience. By improving pregame options on campus, Boise State University (BSU) can offer a safe and monitored environment where fans can connect with fellow Bronco fans. Increasing ticket sales and donations continues to be a difficult task with appealing television coverage at home and challenging start times. Improving the fan experience at games will allow BSU to create avenues for additional revenue to support championship-level programs and give community members additional incentive to purchase tickets.

In October of 2017, the Board made updates to Policy I.J. which specified certain pre-game events and in-suite service where alcohol service could be permitted in conjunction with NCAA athletic events if permitted by an Institution's CEO and approved by the Board at the regular June Board meeting preceding the season. The policy currently limits alcohol service to specific venues and sports, including:

- Caven Williams Sports Complex (Pre-game football)
- Allen Noble Hall of Fame Gallery (Pre-game football)
- Alumni and Friends Center (Pre-game football)
- Stueckle Sky Center (In-suite football)
- Double R Ranch Club Room – Taco Bell Arena (In-suite/Club room basketball)

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The policy allows institutions to seek Board approval to add new or additional facilities to the approved locations list through the Board's policy amendment process. Boise State University has simultaneously submitted such a request in a separate agenda item.

The policy was also updated to acknowledge that alcohol is consumed at private tailgate spaces that institutions rent for home games. The policy now requires institutions to designate specific parking lots and/or areas of university grounds that the institutions use for tailgating and submit them for annual Board approval.

Accordingly, Boise State University requests Board approval to provide alcohol service in conjunction with NCAA football for the 2018-2019 season (each home game and a potential conference championship game), the Famous Idaho Potato Bowl, and the 2019 spring football game) as follows:

- DeChevrieux Field (Pre-game event) – new location subject to policy amendment
- Caven Williams Sports Complex (Pre-game event)
- Allen Noble Hall of Fame Gallery (Pre-game event)
- Alumni and Friends Center (Pre-game event) – new location subject to policy amendment
- Stueckle Sky Center (In-suite service)
- Tailgate areas

Further, Boise State University requests Board approval to provide alcohol service in conjunction with NCAA basketball for the 2018-2019 season as follows:

- Double R Ranch Club Room – Taco Bell Arena (In-suite/Club room basketball)
- Alumni and Friends Center (Pre-game basketball)

### **Football**

#### **DeChevrieux Field – pre-game**

If approved as a new location, and weather permitting, BSU will operate the pre-game event outdoor at DeChevrieux Field as long as possible into the season. If it becomes necessary to move the event indoors, BSU will move the event into the Caven Williams Sport Complex (see below) and will operate the event under the conditions outlined there. Boise State University will not operate both venues simultaneously as permitted events.

The field will have three main areas: the Corporate Village where corporate patrons can purchase private tent spaces, an alcohol-free fan zone, and a secured fan zone area that will require a game ticket to enter. The western portion of the field will be the Corporate Village where corporate fans can purchase private

tented areas (see tailgate areas, below). In the main area of the field, the University will create an alcohol-free fan zone with activities for adults and kids alike. And finally, in the eastern part of the field, the University will create a secured zone where alcohol will be available for purchase and a game ticket will be required for entry. All areas will be separated by barricades and security personnel. In the secure area, ticketed game patrons would be able to purchase food and beverages (non-alcoholic and alcoholic). Boise State University's official food service provider (Aramark) will also have the opportunity to set-up concession areas or contract with local food trucks as additional food choice options for patrons. Food and non-alcoholic drink options will be available both inside the secured alcohol serving area and outside the secured area in the Corporate Village and alcohol-free zones.

A reception style event on DeChevrieux Field will become part of the Bronco Game Day experience and add value to those attending Bronco football games by creating a fan zone that offers unique food and drink options for those who don't purchase reserved parking for tailgating or a space in the Corporate Village. The secured area will have two bar/vendor areas. Security personnel will check for valid game tickets at both the alcohol free zone area entrance as well as the main entrance into the fan zone. No alcohol will be allowed to go into or out of the secured area.

Boise State University will provide all the control measures and follow all requirements of Board Policy I.J. regarding alcohol service. In addition, the University will conduct these pre-game activities under the conditions outlined in the Security Plan, attached.

### **Caven Williams Sports Complex**

In the event that DeCheverieux Field is approved as a new location, Caven Williams will only be used if the pre-game event on DeChevrieux Field must be relocated inside due to weather or other reasons. Boise State University will not operate both spaces at the same time.

A reception style event in Caven Williams will become part of the Bronco Game Day experience and add value to those attending Bronco football games by creating a fan zone offering unique foods and drinks in a lighted, temperature-controlled environment. The complex will have three areas: an alcohol-free area, an area where patrons can purchase alcoholic beverages, and a main fan zone featuring entertainment and where non-alcoholic drinks and food options will be available for purchase. Boise State University will secure the entire facility and will require a valid game ticket to enter the building. Student tickets will not be accepted. The alcohol-free fan zone will have activities for adults and kids alike with lawn games, band and cheer performances, autograph sessions, etc. Food and non-alcoholic drink options will be available for purchase throughout the secured venue. Boise State University's official food service provider (Aramark)

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will also have the opportunity to set-up concession areas or contract with local food trucks as additional food choice options for patrons. Within the secured area, the University will create a separate area where patrons may purchase alcohol by partitioning off the area with barricades to ensure only those over the age of 21 can enter. Two Aramark employees (TIPS trained) will check ID's and issue color-coded wrist bands within the over 21 area. Patrons may take alcohol out into the main fan zone once purchased if wearing a wristband. No alcohol will be allowed to go into or out of the secured venue.

Boise State will provide all the control measures and follow all requirements of Board policy regarding alcohol service. In addition, the University will conduct these pre-game activities under the conditions outlined in the Security Plan, attached.

**Allen Noble Hall of Fame**

Providing alcohol service in the Allen Noble Hall of Fame will enhance a current gathering place for Albertsons Stadium patrons prior to home football games. In the secure area, Hall of Fame Club members and invited guests will be provided with food and non-alcoholic beverages. Guests may purchase or be provided alcoholic beverages from the University's official food service provider. Individuals become members of the Allen Noble Hall of Fame by purchasing a season membership with the Bronco Athletic Association.

A reception-style event in the Allen Noble Hall of Fame will become part of the Bronco Game Day experience and add value to those attending Bronco football games by offering unique food and drink options in a lighted, temperature-controlled environment.

Boise State will provide all the control measures and follow all requirements of Board Policy I.J. regarding alcohol service. In addition, BSU will conduct these pre-game activities under the conditions outlined in the Security Plan, attached.

**Alumni and Friends Center**

Until this year, the Boise State University Alumni Association and/or the Boise State University Foundation have owned the land and/or building where the Alumni and Friends Center stands and have served alcohol in conjunction with NCAA football games.

Boise State University now owns the Alumni and Friends Center. Alumni Relations, a department of the University, intends to continue the pregame events as previously hosted when the property was owned by the Alumni Association and/or the Foundation.

Providing alcohol service at the Alumni and Friends Center will maintain the donor

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intent and funding for the building. The intent of the center was to cultivate long term relationships with current donors, alumni and friends.

In the secure area, Alumni and Friends with game tickets will be provided with food and non-alcoholic beverages. Guests may purchase or be provided alcoholic beverages from the University's official food service provider.

As with similar events, Boise State University will provide all the control measures and follow all requirements of Board Policy I.J. regarding alcohol service.

**Stueckle Sky Center**

The University seeks permission to allow alcohol sales to patrons leasing seats in the Stueckle Sky Center on the west side of the stadium. In this secure area, Boise State will allow patrons to purchase food and beverages, both non-alcoholic and alcoholic.

Boise State University will provide all the control measures and follow all requirements of Board Policy I.J. regarding alcohol service. In addition, the University will conduct these pre-game activities under the conditions outlined in the Security Plan, attached.

**Tailgate Areas**

The University seeks approval to designate the parking spaces surrounding and in the general area of Albertsons Stadium and the Alumni and Friends Center as tailgate areas as well as the western portion of DeCheverieux Field. The spaces in the parking lots and DeCheverieux will be leased to game patrons and only those patrons will be allowed to park and tailgate in the designated tailgate areas with their private guests.

Within tailgate areas, authorized game patrons and their private guests may consume alcohol as long as they abide by all local and state laws and regulations governing alcohol usage including, but not limited to, minor in possession or consumption of alcoholic beverages and public intoxication.

By law, alcohol consumption in tailgating areas shall be limited to four hours before kickoff until one hour after the game ends but at no time shall extend beyond 10:00am through 10:00pm of the day of each game hosted. Alcohol beverages must be held in an opaque container that is not labeled or branded by an alcohol manufacturer or distributor. Alcohol may not be taken from the designated tailgate area into any other area. The University will not sell alcohol or serve alcohol in the tailgate area nor license or allow any vendor to sell or dispense alcohol in the tailgate area. Only private individuals authorized to be in the tailgate area may bring alcohol into the tailgate area for personal use by themselves and their guests.

## **Basketball**

### **Double R Ranch Club Room**

Boise State University requests Board approval to provide alcohol service in the Double R Ranch Club Room of Taco Bell Arena as a “Permitted Event” as outlined in Board policy I.J, prior to each home men’s and women’s basketball game for the 2018-2019 season.

The University is seeking permission to provide alcohol service in the Double R Ranch Club Room to create a gathering place for Taco Bell Arena Hardwood and Fastbreak Club members prior to men’s and women’s home basketball games. The Double R Ranch Club Room will serve as a reception-style, pre-game gathering place for patrons who are members of the Hardwood and Fastbreak Club and invited guests. In the secure area, members and invited guests will be provided light hors d’oeuvres and non-alcoholic beverages. Guests may purchase or be provided alcoholic beverages from BSU’s official food service provider. This space will become part of the Bronco Game Day experience. It will add value to those attending Bronco basketball games by offering unique food and drink options in a lighted, temperature-controlled environment. Alcohol service will be discontinued at tip-off, but invited guests may return to the Club Room up until the end of half-time to enjoy additional food and non-alcoholic beverages.

As with similar events, Boise State University will provide all the control measures and follow all requirements of Board Policy I.J. regarding alcohol service.

### **Alumni and Friends Center**

Boise State University requests Board approval to provide alcohol service in the Alumni and Friends Center as a “Permitted Event” as outlined in Board policy I.J, prior to each home men’s and women’s basketball game for the 2018-2019 season.

Providing alcohol service at the Alumni and Friends Center will maintain the donor intent and funding for the building. The intent of the center was to cultivate long term relationships with current donors, alumni and friends.

In the secure area, Alumni and Friends with game tickets will be provided with food and non-alcoholic beverages. Guests may purchase or be provided alcoholic beverages from the University’s official food service provider.

As with similar events, Boise State University will provide all the control measures and follow all requirements of Board policy regarding alcohol service.

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**IMPACT**

Approval will allow Boise State University to continue the practice of serving alcohol in restricted areas during home football and basketball games and to improve the offerings for patrons on game day, and provide structured, controlled service of alcohol during pregame activities.

**ATTACHMENT**

Attachment 1 – Security Plan – DeCheverieux Field  
Attachment 2 – Security Plan – Caven Williams Sports Complex  
Attachment 3 – Security Plan – Allen Noble Hall of Fame Gallery  
Attachment 4 – Security Plan – Alumni and Friends Center – football  
Attachment 5 – Security Plan – Stueckle Sky Center  
Attachment 6 – Layout – Tailgate areas  
Attachment 7 – Security Plan – Double R Ranch Club Room in Taco Bell Arena  
Attachment 8 – Security Plan – Alumni and Friends Center – basketball

**STAFF COMMENTS AND RECOMMENDATIONS**

Idaho Administrative Code, IDAPA 38.04.07.305.02 prohibits the consumption or distribution of alcohol in common spaces of State facilities and IDAPA 08.01.08.100 prohibits the sale, possession or consumption of alcoholic beverages in college or university owned, leased, or operated facilities and on campus grounds, except as provided in the State Board of Education Governing Policies and Procedures. Board Policy Section I.J. sets the provision by which alcohol may legally be sold or consumed in institution facilities.

Board Policy Section I.J. allows for the chief executive office to approve limited permits under specific conditions, including the requirement that the events be ticketed or by invitation only, food be provided at the event, the event cannot be in conjunction with any student athletic event and "...the chief executive officer must ensure that the decisions to allow possession and consumption of alcoholic beverages are consistent with the proper image and the mission of the institution." Amendments made to Board Policy I.J. at the October 2017 Regular Board meeting expanded options for institutions, with Board approval, to serve alcohol in conjunction with NCAA student athletic events under specific conditions and specified locations, including the option to establish "tailgating areas" under the following conditions:

- Specific parking lots or limited areas of university grounds must have controlled access as tailgate areas
- Only game patrons authorized by the institution will be allowed to park and tailgate in the designated tailgate areas with their private guests.
- Within tailgate areas, authorized game patrons and their private guests may consume alcohol as long as they abide by all local and state regulations governing alcohol usage including, but not limited to, minor in possession or consumption of alcoholic beverages and public intoxication.



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- Alcohol consumption in tailgating areas shall be limited to the times approved by the Board and at no time shall extend beyond 10:00am through 10:00pm of the day of each NCAA football game hosted by the institution.
- Alcohol beverages must be held in an opaque container that is not labeled or branded by an alcohol manufacturer or distributor.
- Alcohol may not be taken from the designated tailgate area into any other area.
- The institutions shall not sell alcohol or serve alcohol in the tailgate area nor license or allow any vendor to sell or dispense alcohol in the tailgate area.
- Only private individuals authorized to be in the tailgate area may bring alcohol into the tailgate area for personal use by themselves and their guests.
- Institution sponsored private game-day events at which alcohol may be served by the institution remain subject to the requirements set forth in I.J.2.c.

At the June 2017 Regular Board meeting the Board approved alcohol service at Boise State University in the following locations and for the following sports:  
Stueckle Sky Center – home football season, Famous Idaho Potato Bowl, 2018 spring game and if applicable the conference championship game.

At the December 2017 Regular Board meeting the Board approved and expansion of alcohol service to include the Double R Ranch Club Room – Taco Bell Arena for In-suite/Club room basketball.

The Current request would expand the alcohol service to the following locations, in addition to the two locations approved in 2017:

- Caven-Williams Sports Complex (Pre-game football)
- Allen Noble Hall of Fame Gallery (Pre-game football)
- Alumni and Friends Center (Pre-game football)
- DeCheverieux Field (Pre-game football)
- Alumni and Friends Center (Pre-game basketball)
- Tailgating area (parking spaces surrounding and in the general area of Albertsons Stadium and the Alumni and Friends as well as the western portion of DeCheverieux Field.)

Pursuant to Board Policy I.J. a report must be submitted to the Board annually after the conclusion of the football season prior to consideration being given to the approval of any future request for similar events. This agenda item serves as the institution's report. Given the variability in the institutions reports the Board may want to set specific areas the Board would like the institutions to cover each year.

The proposed Board action is contingent on Board approval of two additional locations. If the Board does not approval the additional location the request would need to be altered to exclude DeCheverieux Field and the Alumni and Friends Center.

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**BOARD ACTION**

I move to approve the request by Boise State University to waive the location restrictions in Board Policy I.J.2., allowing alcohol service to be served in the DeCheverieux Field area for pre-game football events and the Alumni and Friends Center for Pre-game basketball events for the 2018-2019 season.

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

I move to approve the request by Boise State University for alcohol service in full compliance with all applicable provisions of Board Policy I.J., including sections I.J.2.c., d, and e as applicable to the location. Alcohol services is approved for the 2018-2019 football and basketball season in the following locations: for pre-game football: Caven-Williams Sports Complex, Allen Noble Hall of Fame, the Alumni & Friends Center and DeCheverieux Field; to approve in-suite service in the Stueckle Sky Center; and to approve pre-game service in the following locations for basketball: the Double R Ranch Club Room in the Taco Bell Arena and the Alumni & Friends Center.

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

**Boise State University**  
**2018 Football Season**  
**Security Plan**  
**DeChevrieux Field**

The following report addresses security for alcohol service at Boise State Football games at the DeChevrieux Field. Security plans for the facility are as follows and will be complied with for each home game for the 2018 season. The plan outlines measures taken to ensure that no underage drinking occurs.

**DeChevrieux Field**

We will create a secure area where alcohol consumption can be monitored and contained. The area will be a restaurant-type atmosphere for Boise State football game patrons. As with the previous years in other venues, Boise State University will provide all the control measures and follow all requirements of Board policy regarding alcohol service. In addition, the university will conduct the pre-game activities under the following conditions:

**DeChevrieux Field Game Day Staffing**

- One patron services staff at the main entrance to the corporate village area.
- One patron services staff will at the west gate of the corporate village area to assist with emergency egress purposes.
- One crowd manager will staff the main entrance into the fan zone. They will check to ensure all guests have a football game ticket.
- One patron services staff will be stationed at the north gate of the fan zone to monitor guests as they flow in and out of the food vender area.
- Four patron services staff will be positioned along the barricades that divide the fan zone from the corporate village area. They will ensure alcohol does not move between the two areas and will help monitor all activities between the two areas.
- One patron services staff will roam the fan zone area to monitor patron behavior and checking for color-coded wristbands.
- Aramark (TIPs trained) staff will be assigned at the beverage stations to check ID's and issue color-coded wristbands.
- Patron services staff will be placed at the entrances to the alcohol free kids zone to ensure no adult beverages enter this area. The staff at the east entrance will also monitor for game tickets before allowing fans to enter into the fan zone area.
- Two Boise State Athletics employees roaming throughout facility identifying any problems that may occur. Will notify security personnel when necessary.

**DeChevrieux Field Policies**

1. All patrons must show a valid game ticket to enter. Student tickets will not be accepted.
2. The event will begin three hours prior to kick off and end at the start of the game.

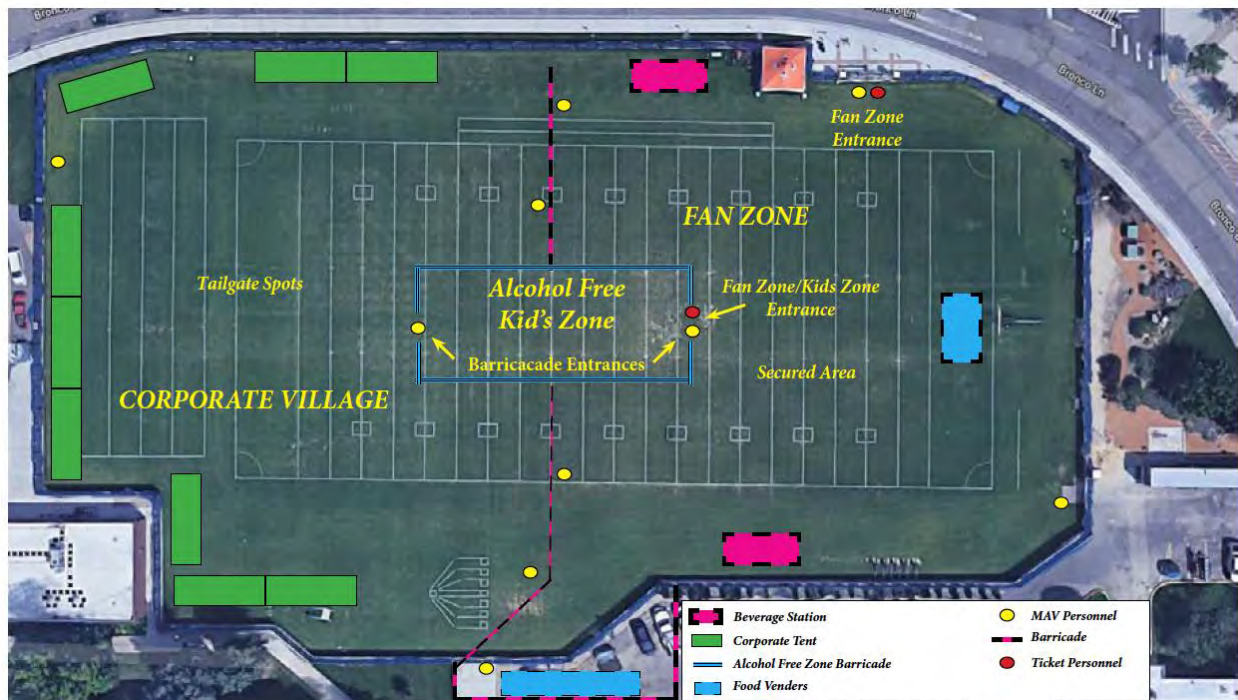
**PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
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3. The events will be secured to control access to and from the area.
  4. There will be two entry points manned by security personnel who will check for valid game tickets of all patrons entering the facility.
  5. Aramark (TIPs trained) staff will be assigned at the beverage stations to check ID's and issue color coded wristbands to attendees over the age of 21.
  6. There will be one entrance to each queuing line for beer and wine sales for each station. Only those patrons who receive a color-coded wristband will be allowed to purchase alcohol.
  7. Security personnel will monitor all alcohol wristband policies/patron behavior.
  8. No alcohol making or distributing companies will be allowed to sponsor the event.
  9. The Boise State University campus food provider (Aramark) will carry the alcohol license and insurance and will provide TIPS trained personnel to monitor the sale and consumption of all alcohol to those of legal drinking age only.
  9. The SBOE alcohol policy will be included in Boise State's 2018 Fan Guide and will be posted at the entrance of these events on game days. This notice will state that the minimum drinking age in Idaho is 21 and that at no time should they allow any underage drinking and/or serving of alcohol to visibly intoxicated patrons.
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DeChevrieux Field Layout



**Boise State University**  
**2018 Football Season**  
**Security Plan**  
**Caven Williams Sports Complex**

The following report addresses security for alcohol service at Boise State Football games in the Caven Williams Sports Complex. Security plans for the facility are as follows and will be conducted at each home game for the 2018 season. The plan outlines measures taken to ensure that no underage drinking occurs.

There were no serious incidents regarding the pre-game service of alcohol during the 2017 season.

**Caven Williams Sports Complex**

We will create a secure, indoor, area where alcohol consumption can be monitored and contained. The area will be a restaurant-type atmosphere for Boise State football game patrons. As with the previous years, Boise State University will provide all the control measures and follow all requirements of Board policy regarding alcohol service. In addition, the university will conduct the pre-game activities under the following conditions:

**Caven Williams Game Day Staffing**

- Two Crowd Managers at front entrance checking individual passes to all that enter. Only patrons with a valid game ticket will be allowed to enter the facility. Two Aramark employees (TIPS trained) will check ID's and issue color-coded wrist bands within the over 21 secure area.
- Crowd Manager checking for color-coded wristband stationed at entrance to the queuing area for purchase of alcohol.
- Crowd Manager roaming entire area checking for color-coded wristband and patron behavior.
- Two Crowd Managers patrolling the alcohol-free area of the fanzone to make sure alcohol does not pass onto field area.
- Four Boise State Athletics employees roaming throughout facility identifying any problems that may occur. Will notify security personnel when necessary.
- One Boise State University Operations employee designated as venue manager roaming throughout facility identifying any problems that may occur. Will notify security personnel when necessary. Also responsible for checking entrances to secure building ensuring that no one is present without proper credentials.

**Policies for Facility**

- All who enter the Caven Williams Sports Complex must have a valid game ticket. Potential patrons holding a student ticket will not be permitted to enter the facility.
- Event begins three hours prior to kick off and ends at the start of the game.

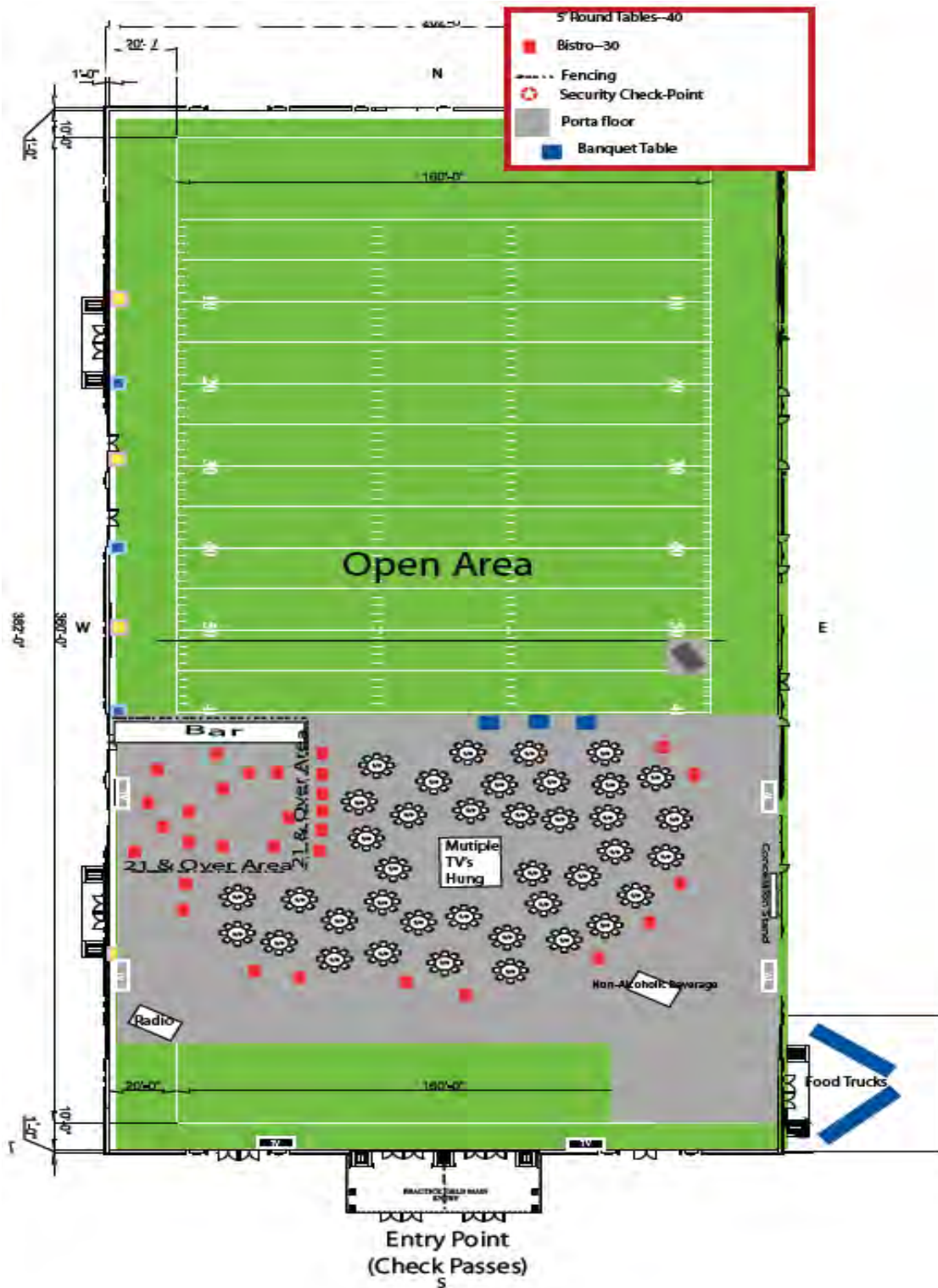
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- The Caven Williams Sports Complex will be secured to control access to and from the area.
- There will be one entry point into the Caven Williams Sports Complex manned by security personnel who will check for a valid game ticket of all patrons entering the facility.
- One ID station will be provided, located inside the facility, where ID's will be checked and special colored wristbands will be issued to identify attendees over the age of 21.
- Security personnel located throughout the area will be monitoring all alcohol wristband policies and patron behavior.
- Security personnel will not allow patrons to exit or enter the secured area with any alcoholic beverages.
- The Boise State University campus food provider (Aramark) will carry the alcohol license and insurance and will provide TIPS trained personnel to monitor the sale and consumption of all alcohol to those of legal drinking age only.
- No alcohol making or distributing companies may be allowed to sponsor the event.
- The SBOE alcohol policy as it relates to the Caven Williams Complex will be included in Boise State's 2018 fan guide.
- Boise State will abide by all terms and conditions of the Board's existing alcohol policy.



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**Boise State University**  
**2018 Football Season**  
**Security Plan**  
**Allen Noble Hall of Fame**

We will create a secure, area in the Hall of Fame similar to Caven Williams where alcohol consumption can be monitored and contained. The area will be a reception atmosphere for Boise State football game patrons. Guests may purchase or be provided alcoholic beverages from the University's official food service provider. As with the past years for similar events in the Stueckle Sky Center and other venues, Boise State University will provide all the control measures and follow all requirements of Board policy regarding alcohol service. In addition, the University will conduct the pre-game activities under the following additional conditions:

**Allen Noble Hall of Fame Game Day Staffing**

- Two Crowd Managers at front entrance checking individual passes to all that enter. Only Hall of Fame Club members or invited guests will be allowed to enter the facility. Two Aramark employees (TIPS trained) will check ID's at the bar.
- Crowd Manager roaming entire area checking for patron behavior.
- Two Boise State Athletics employees roaming throughout facility identifying any problems that may occur. Will notify security personnel when necessary. Also responsible for checking entrances to secure building ensuring that no one is present without proper credentials.

**Policies for Facility**

- All who enter the Allen Noble Hall of Fame must be a member or guest of the Allen Noble Hall of Fame.
- The event begins three hours prior to kick off and ends at kickoff. Alcohol will only be provided or sold until the game begins.
- The Allen Noble Hall of Fame will be secured to control access to and from the area.
- The entry points into the Allen Noble Hall of Fame will be manned by security personnel who will check for a valid membership of all patrons entering the facility.
- One ID station will be provided, located inside the facility at the bar, where ID's will be checked to identify attendees over the age of 21.
- Security personnel located throughout the area will be monitoring all alcohol policies and patron behavior.
- Security personnel will not allow patrons to exit or enter the secured area with any alcoholic beverages. Only the exterior and interior entrances will be used during the event. Other exits will not be used except as an emergency egress.
- The Boise State University campus food provider (Aramark) will carry the alcohol license and insurance and will provide TIPS trained personnel to monitor the sale

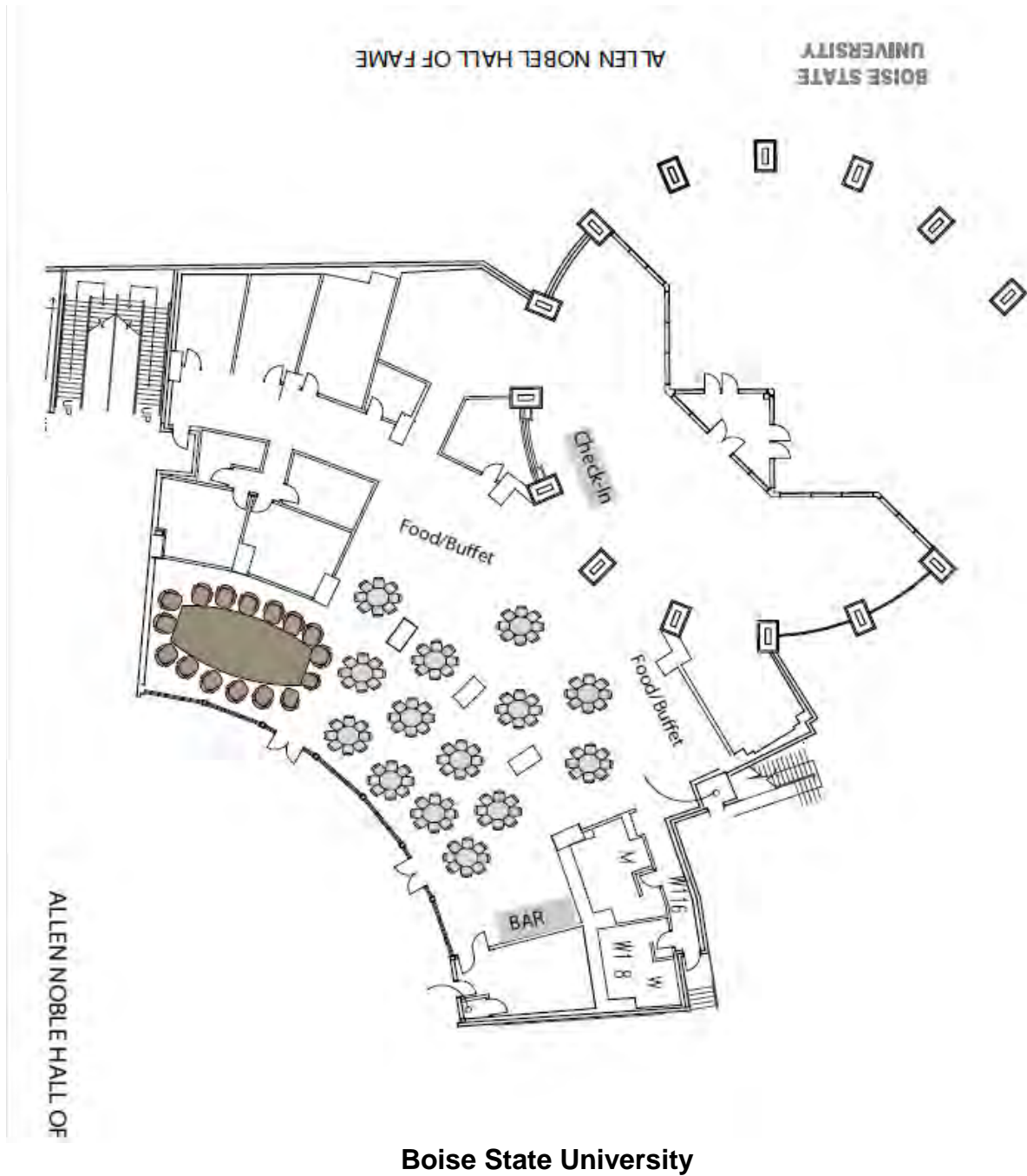
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and consumption of all alcohol to those of legal drinking age only.

- No alcohol making or distributing companies may be allowed to sponsor the event.
- The SBOE alcohol policy as it relates to the Allen Noble Hall of Fame will be communicated to all Allen Noble Hall of Fame members and will be posted in the Allen Noble Hall of Fame on game days. Boise State will abide by all terms and conditions of the Board's existing alcohol policy.
- Attached is the map of the facility in the Allen Noble Hall of Fame and how it will be configured for the game day events.

Allen Noble Hall of Fame layout



**Boise State University**  
**2018 Football Season**  
**Security Plan**  
**Alumni and Friends Center**

The following report addresses security for alcohol service at Boise State Football games at the Alumni and Friends Center. Security plans for the facility are as follows and will be conducted at each home game for the 2018 season. The plan outlines measures taken to ensure that no underage drinking occurs.

**Alumni and Friends Center**

There have been no serious incidents regarding the pre-game service of alcohol during any of the previous seasons. We will create a secure area where alcohol consumption can be monitored and contained. The area will be a restaurant-type atmosphere for Boise State football game patrons. As with the previous years, Boise State University will provide all the control measures and follow all requirements of Board policy regarding alcohol service. In addition, the university will conduct the pre-game activities under the following conditions:

**Alumni and Friends Center Game Day Staffing**

- Two Crowd Managers at front entrance checking individual passes to all that enter.
- Crowd Manager checking for color-coded wristband stationed at entrance to the queuing area for purchase of alcohol.
- Crowd Manager roaming entire area checking for color-coded wristband and patron behavior.
- Four Boise State Alumni Relations employees roaming throughout facility identifying any problems that may occur. Will notify security personnel when necessary.

**Policies for Facility**

- All who enter the Alumni and Friends Center pre-game area must have a valid game ticket. Potential patrons holding a student ticket will not be permitted to enter the facility.
- Event begins three hours prior to kick off and ends at the start of the game.
- The Alumni and Friends Center pre-game area will be secured to control access to and from the area.
- There will be two entry points into the Alumni and Friends Center pre-game area, manned by security personnel who will check for a valid game ticket of all patrons entering the area.
- One ID station will be provided, located inside the area, where ID's will be checked and special colored wristbands will be issued to identify attendees over the age of

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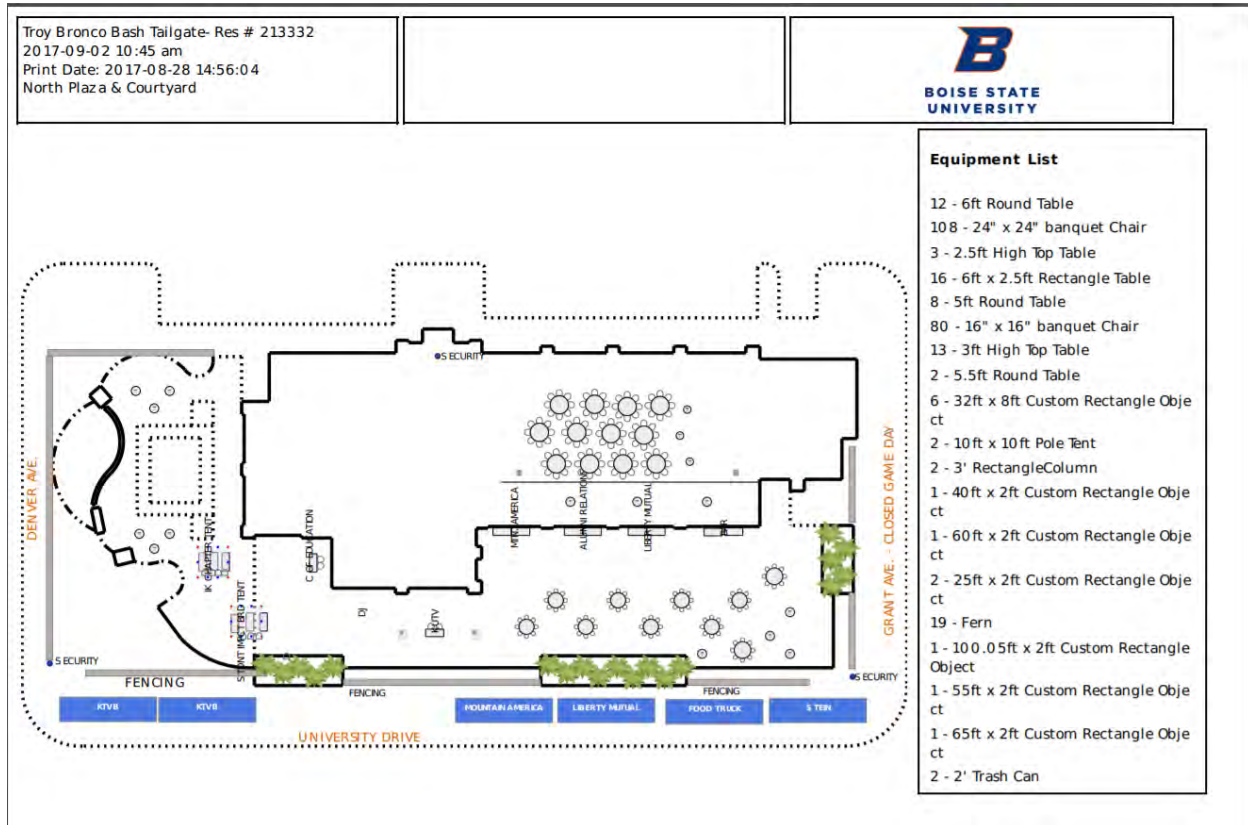
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21.

- Security personnel located throughout the area will be monitoring all alcohol wristband policies and patron behavior.
- Security personnel will not allow patrons to exit or enter the secured area with any alcoholic beverages.
- The Boise State University campus food provider (Aramark) will carry the alcohol license and insurance and will provide TIPS trained personnel to monitor the sale and consumption of all alcohol to those of legal drinking age only.
- No alcohol making or distributing companies may be allowed to sponsor the event.
- The SBOE alcohol policy as it relates to the Alumni and Friends Center will be included in Boise State's 2018 fan guide.
- Boise State will abide by all terms and conditions of the Board's existing alcohol policy.

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**Alumni and Friends Center layout**



**Boise State University**  
**2018 Football Season**  
**Alcohol Report and Security Plan**  
**Stueckle Sky Center**

The following report addresses security for alcohol service at Boise State Football games in the Stueckle Sky Center. Security plans for the Sky Center are as follows and will be conducted at each home game for the 2018 season. The plan outlines measures taken to ensure that no underage drinking occurs.

There have been no serious incidents regarding the service of alcohol during the 2005 through 2017 season.

As with previous years, Boise State University will provide all the control measures and follow all requirements of the Board policy regarding alcohol service. Also, the university will conduct the activities with the following staff and security in the building on game day.

**Staffing Plan**

The following staffing will be implemented. The staff will be instructed that controlling the prevention of underage drinking of alcohol and/or overindulgence of alcohol is high priority.

- Crowd manager Supervisor – Oversee all patron services staff for the SSC
- Assistant Crowd Management Supervisor – Assist Crowd Management Supervisor in supervision of patron services staff in the SSC

**North Elevator Lobby**

- Crowd Manager throughout the game. Stationed at entry point. Will check tickets, ensures alcoholic beverages do not enter or leave the facility and assist with patron services duties.
- Crowd Manager during load in and out then will move to the Loge level during the game. Checks tickets, ensures alcoholic beverages do not enter or leave the facility and patron services duties.

**South Elevator Lobby**

- Crowd Manager throughout the game. Stationed at entry point. Will check tickets, ensures alcoholic beverages do not enter or leave the facility and assist with patron services duties.
- Crowd Manager during load in and out then will move to the Club level during the game. Checks tickets, ensures alcoholic beverages do not enter or leave the facility and patron services duties.

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**Level 3 – Loge Level**

- Crowd Manager at the N. stairs stadium to loge level – Ensures guests in the stadium do not enter the Sky Center and SSC patrons do not enter the stadium. Patron services duties
- N. Elevator lobby Crowd Manager – Monitors Patrons who enter the Loge Level bar, assists in monitoring alcohol sales at the bar.
- Club Room Bar Crowd Manager – Monitors alcohol sales at the bar. Patron services duties.
- South stairs stadium to loge level Crowd Manager. Ensures guests in the stadium do not enter the Sky Center and SSC patrons do not enter the stadium. Patron services duties.
- Crowd Manager to rove throughout the loge level—Patron services duties, monitors alcohol sales in bar and seating area.

**Level 4 – Club Level**

- Club Room Crowd Manager - Monitors the alcohol sales at the bar. Patron Services Duties
- South Stairwell Crowd Manager - Monitors movement of SSC patrons between the Suite and club level.
- Hallway Crowd Manager - Rove throughout the hall way. Patron services duties, monitors alcohol sales at kiosk.
- Club Lounge Crowd Manager - Monitors alcohol sales in bar area and patron services duties
- North Stairwell Crowd Manager -- Monitors movement of SSC patrons between the Suite and club level.
- Club Area Crowd Manager - Monitors back row of club seating area to ensure the isle remains clear. Patron services duties.
- West Stairs Crowd Manager between 4<sup>th</sup> and 5<sup>th</sup> floor-- Monitors movement of SSC patrons between the Suite and club level.
- Crowd Manager to rove between lounge and hallway—Patron services duties and assists in monitoring alcohol sales at bar and kiosk.

**Level 5—Suite Level**

- Club Room Bar Crowd Manager - Monitors the alcohol sales at the bar and Patron Services Duties
- South Hallway Crowd Manager - Patron services duties and rove hall to monitor patrons in the suites.
- North End of Hallway Crowd Manager - Patron services duties and rove hall to monitor patrons in the suites.

**Level 6—Press Level**

- Club Room Bar Crowd Manager - Monitors the alcohol sales at the bar and Patron Services Duties
- South End Hallway Crowd Manager - Patron services duties and rove hall to monitor patron in the suites.



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- North End Hallway Crowd Manager - Patron services duties. Rove hall to monitor patron in the suites.

**Policies**

- SSC is enclosed and totally separate from the general seating areas and alcohol service will only be available to patrons with tickets in the Sky Center.
- There is no access from the general seating area into SSC. Only patrons who hold tickets to seats in the SSC will be allowed into the Sky Center during games.
- The sale of alcohol will begin no sooner than three hours prior to kick off and will end at the start of the 4th quarter.
- Security personnel will not allow patrons to exit or enter the area with any food or beverages.
- The Boise State University campus food provider (Aramark) will carry the alcohol license and insurance and will provide TIPS trained personnel to monitor the sale and consumption of all alcohol to those of legal drinking age only.
- Boise State will abide by all terms and conditions of the Board's existing alcohol policy.
- The official food sponsor will be required to insure and indemnify the State of Idaho, the State Board of Education, and Boise State University for a minimum of \$2,000,000, and to make sure the proper permits and licenses are obtained.
- No alcohol making or distributing companies may be allowed to sponsor the activities.
- Each suite in the SSC shall have a sign displayed prominently with the following statement:

**Laminated info sheet included in all suites placed on refrigerator.**

Boise State University has received permission from the State Board of Education to serve alcohol in the Stueckle Sky Center. To continue to provide this service, we will need your help and cooperation.

- Please drink responsibly.
- The University will enforce a **zero tolerance policy** on **alcohol abuse** and **underage drinking** that could result in removal from the Sky Center and revocation of game tickets.
- Underage drinking is against the law and is not allowed anywhere in the Stueckle Sky Center.
- Please keep all items away from open windows. Items dropped or thrown from the suites could seriously injure fans seated below.
- Ticket must be displayed on a lanyard at all times. If you do not have a lanyard, let an usher know so one can be provided.
- Service of alcoholic beverages will cease at the completion of the third quarter.
- Alcoholic beverages are not allowed in the elevators.
- Patrons are not allowed to enter or exit the Stueckle Sky Center with any food or beverage.

**“It is a privilege for us to serve alcohol in the Stueckle Sky Center”  
Have a great Game Day, GO BRONCOS!**

**Boise State University  
2018 Football Season  
Tailgate Areas**

The University seeks approval to designate the parking spaces surrounding and in the general area of Albertsons Stadium and the Alumni and Friends Center as tailgate areas as well as the western portion of DeCheverieux Field. The spaces in the parking lots and DeCheverieux will be leased to game patrons and only those patrons will be allowed to park and tailgate in the designated tailgate areas with their private guests.

Within tailgate areas, authorized game patrons and their private guests may consume alcohol as long as they abide by all local and state laws and regulations governing alcohol usage including, but not limited to, minor in possession or consumption of alcoholic beverages and public intoxication.

By law, alcohol consumption in tailgating areas shall be limited to four hours before kickoff until one hour after the game ends but at no time shall extend beyond 10:00am through 10:00pm of the day of each game hosted. Alcohol beverages must be held in an opaque container that is not labeled or branded by an alcohol manufacturer or distributor. Alcohol may not be taken from the designated tailgate area into any other area. The University will not sell alcohol or serve alcohol in the tailgate area nor license or allow any vendor to sell or dispense alcohol in the tailgate area. Only private individuals authorized to be in the tailgate area may bring alcohol into the tailgate area for personal use by themselves and their guests.

The attached map shows the designated tailgate areas in orange.



**Boise State University**  
**2017/2018 Men's and Women's Basketball Season - Double R Ranch Club Room**  
**Security Plan**  
**Taco Bell Arena**

The University is seeking permission to provide alcohol service in the Double R Ranch Club Room for the purpose of creating a gathering place for Hardwood and Fastbreak Club members at Taco Bell Arena prior to home men's and women's basketball games. In the secure area, Hardwood and Fastbreak Club members and invited guests will be provided light hors d'oeuvres and non-alcoholic beverages. Guests may purchase or be provided alcoholic beverages from the University's official food service provider.

The Double R Ranch Club Room will serve as a reception-style, pre-game gathering place for Hardwood and Fastbreak Club members and invited guests. This space will become part of the Bronco Gameday experience. It will add value to those attending Bronco basketball games by offering unique food and drink options in a lighted, temperature-controlled environment.

There were no serious incidents regarding the service of alcohol during the 2018 season.

As with the past years for similar events in other venues, Boise State University will provide all the control measures and follow all requirements of Board policy regarding alcohol service. In addition, the University will conduct the pre-game activities under the following additional conditions:

1. All patrons must be Hardwood or Fastbreak Club members or an invited guest. Hardwood and Fastbreak Club members will receive unique membership credentials prior to the season beginning to signify their membership and identify invited guests upon entry. Members must be wearing their membership credential for entry.
2. Event begins 90 minutes prior to tip off and alcohol sales will end at the start of the game. The University may choose to have the Club Room open again during half time for guests to enjoy food and non-alcoholic beverages only.
3. The Double R Ranch Club Room will be secured to control access to and from the area. Security personnel will check for valid membership credential of all patrons entering the room at each entrance. Members and invited guests may enter from the exterior entrance of the club room or by the entrance located inside the arena.
4. One Aramark employee (TIPS trained) will check ID's at the bar to ensure attendees receiving alcohol service are over the age of 21.
5. Security personnel located throughout the area will be monitoring all alcohol policies, the presence of membership credentials, and patron behavior.
6. No alcohol making or distributing companies will be allowed to sponsor the event.

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7. The Boise State University campus food provider (Aramark) will carry the alcohol license and insurance and will provide TIPS trained personnel to monitor the sale and consumption of all alcohol to those of legal drinking age only.
8. The SBOE alcohol policy will be posted at the entrance of Double R Ranch Club Room on game days. This notice will state that the minimum drinking age in Idaho is 21 and that at no time should they allow any underage drinking and/or serving of alcohol to visibly intoxicated patrons.
9. All Hardwood and Fastbreak Club members will receive the SBOE alcohol policy via email or other communication method as deemed appropriate.

**Double R Ranch Club Room**

The Double R Ranch Club Room is used by the Taco Bell Arena for VIP events prior to concerts and other commercial events. As such, the Arena operations has experience using the room for secure alcohol service as a pre-event venue. The University will create a secure area in the Double R Ranch Club Room similar to the Stueckle Sky Center where alcohol consumption can be monitored and contained. The area will be a restaurant-type atmosphere for Boise State basketball game patrons as with the previous years in other venues, Boise State University will provide all the control measures and follow all requirements of Board policy regarding alcohol service. In addition, the university will conduct the pre-game activities under the following conditions:

**Double R Ranch Club Room Game Day Staffing**

- One Crowd Manager at the exterior entrance checking for Hardwood and Fastbreak Club membership credentials for all that enter. Only Hardwood or Fastbreak Club members or invited guests with a membership credential will be allowed to enter the facility.
- One Crowd Manager at the interior entrance checking for Hardwood and Fastbreak Club membership credentials for all that enter. Only Hardwood or Fastbreak Club members or invited guests with a membership credential will be allowed to enter the facility.
- One Aramark employee (TIPS trained) will check ID's at the bar to ensure attendees receiving alcohol service are over the age of 21.
- Another Crowd Manager will be assigned to roam the entire area checking for membership credentials and patron behavior.
- At least two Boise State University Athletics employees will roam throughout facility identifying any problems that may occur and will notify security personnel when necessary. In addition, this employee will assist with the responsibility of checking entrances to secure building ensuring that no one is present without proper credentials.

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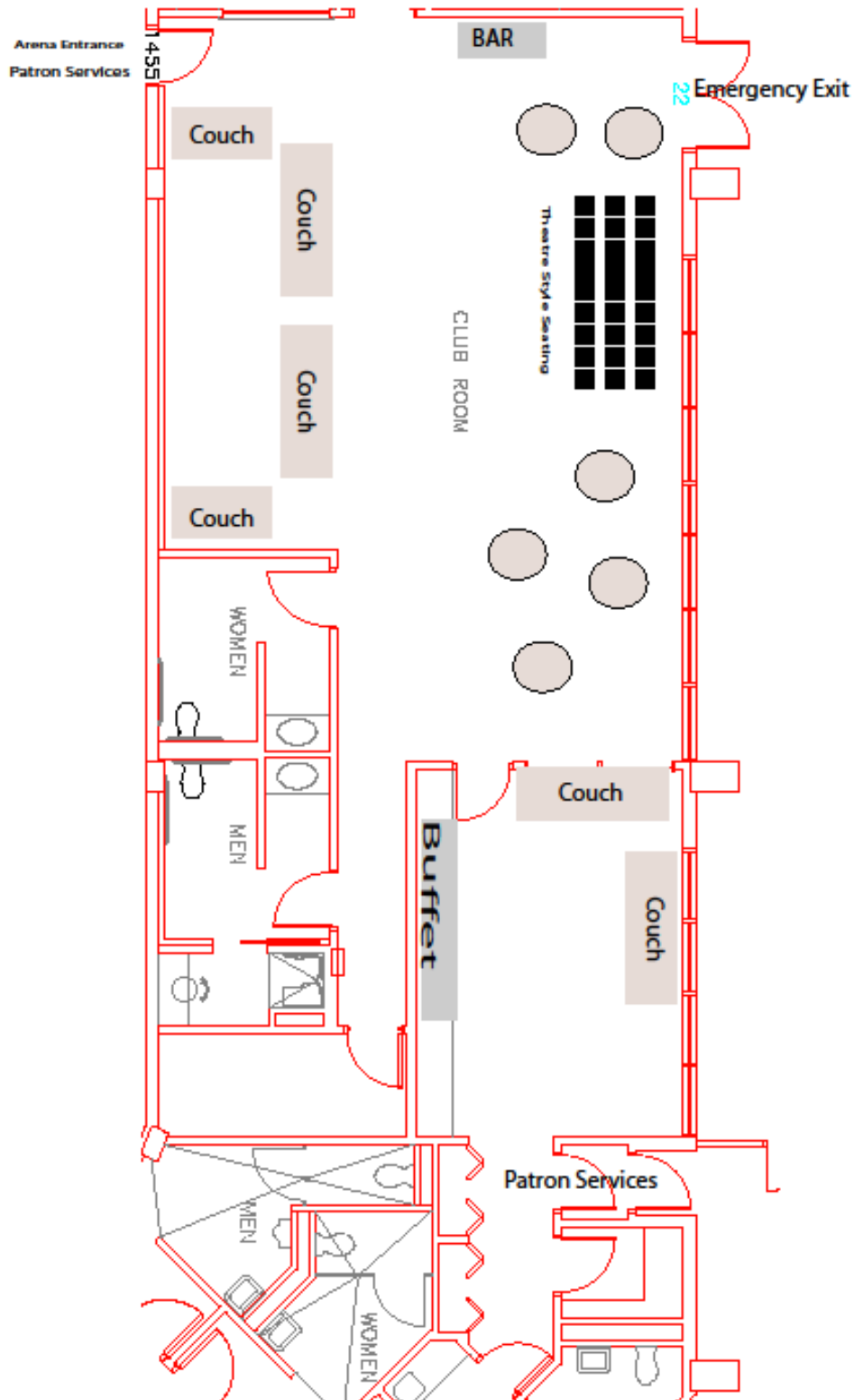
**Policies for Facility**

- All who enter the Double R Ranch Club Room must be a Hardwood/Fastbreak Club member or guest.
- The event begins 90 minutes prior to tip off and ends at the end of half time. Alcohol will only be provided or sold until the game begins.
- The Double R Ranch Club Room will be secured to control access to and from the area.
- Both entry points into the Double R Ranch Club Room will be manned by security personnel who will check for membership of all patrons entering the facility.
- One ID station will be provided, located inside the facility at the bar, where ID's will be checked to identify attendees over the age of 21.
- Security personnel located throughout the area will be monitoring all alcohol policies, the presence of Hardwood/Fastbreak Club membership credential, and patron behavior.
- Security personnel will not allow patrons to exit or enter the secured area with any alcoholic beverages. Only the exterior and interior entrances will be used during the event. Other exits will not be used except as an emergency egress.
- The Boise State University campus food provider (Aramark) will carry the alcohol license and insurance and will provide TIPS trained personnel to monitor the sale and consumption of all alcohol to those of legal drinking age only.
- No alcohol making or distributing companies may be allowed to sponsor the event.
- The SBOE alcohol policy as it relates to the Double R Ranch Club Room will be communicated to all Hardwood and Fastbreak Club members and will be posted in the Club Room on game days. Boise State will abide by all terms and conditions of the Board's existing alcohol policy.
- Attached is the map of the facility in the Double R Ranch Club Room and how it will be configured for the game day events.

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Double R Ranch Club Room



**Boise State University  
2018 Basketball Season – Taco Bell Arena  
Security Plan  
Alumni and Friends Center**

**Alumni and Friends Center**

We will create a secure area where alcohol consumption can be monitored and contained. The area will be a restaurant-type atmosphere for Boise State basketball game patrons. Boise State University will provide all the control measures and follow all requirements of Board policy regarding alcohol service. In addition, the university will conduct the pre-game activities under the following conditions:

**Alumni and Friends Center Game Day Staffing**

- Two Crowd Managers at front entrance checking individual passes to all that enter.
- Crowd Manager checking for color-coded wristband stationed at entrance to the queuing area for purchase of alcohol.
- Crowd Manager roaming entire area checking for color-coded wristband and patron behavior.
- Four Boise State Alumni Relations employees roaming throughout facility identifying any problems that may occur. Will notify security personnel when necessary.

**Policies for Facility**

- All who enter the Alumni and Friends Center pre-game area must have a valid game ticket. Potential patrons holding a student ticket will not be permitted to enter the facility.
- Event begins two hours prior to tip off and ends at the start of the game.
- The Alumni and Friends Center will be secured to control access to and from the building.
- There will be one entry point into the Alumni and Friends Center, manned by security personnel who will check for a valid game ticket of all patrons entering the area.
- One ID station will be provided, located inside the building, where ID's will be checked and special colored wristbands will be issued to identify attendees over the age of 21.
- Security personnel located throughout the area will be monitoring all alcohol wristband policies and patron behavior.
- Security personnel will not allow patrons to exit or enter the secured area with any alcoholic beverages.
- The Boise State University campus food provider (Aramark) will carry the alcohol license and insurance and will provide TIPS trained personnel to monitor the sale

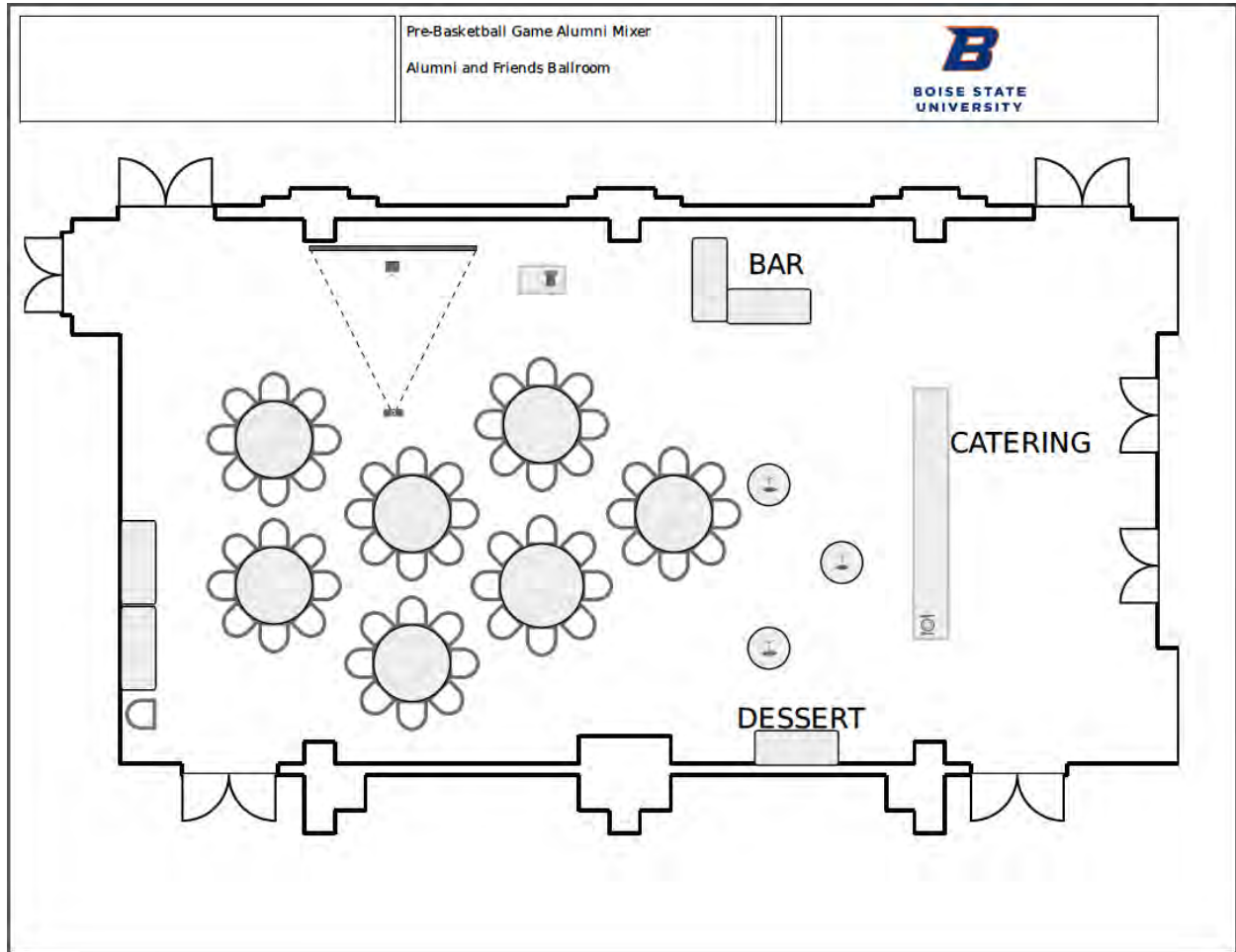


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and consumption of all alcohol to those of legal drinking age only.

- No alcohol making or distributing companies may be allowed to sponsor the event.
- The SBOE alcohol policy as it relates to the Alumni and Friends Center will be included in Boise State's 2018 fan guide.
- Boise State will abide by all terms and conditions of the Board's existing alcohol policy.



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**IDAHO STATE UNIVERSITY**

**SUBJECT**

Request for 2018 Football Pre-game Alcohol Service Approval

**REFERENCE**

June 2014	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2014 football season.
June 2015	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2015 football season
June 2016	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2016 football season
June 2017	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2017 football season

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, I.J – Use of Institutional Facilities and Services With Regard to the Private Sector  
Idaho Administrative Code, IDAPA 08.01.08 – 100, Possession, Consumption, and Sale of Alcoholic Beverages at Public Higher Education Institutions.  
Idaho Administrative Code, IDAPA 38.04.07 – 305, Food and Beverage

**ALIGNMENT WITH STRATEGIC PLAN**

Governance issue. Not aligned with strategic plan.

**BACKGROUND / DISCUSSION**

Board policy allows service of alcohol on campus in conjunction with athletic events with Board approval under specific conditions. Idaho State University has been granted approval provided an acceptable and manageable plan has been provided (Boise State and University of Idaho for the 2004 - 2017 football seasons).

During the 2007 through 2017 football seasons, Idaho State University followed models established by the University of Idaho and Boise State University for staging similar events.

In accordance with approval granted by the State Board for the 2017 football season, ISU reports that the program in place appeared to work well and that there were no reports of violations of the policy or Board approved conditions or incidents of underage drinking. Idaho State University is continuing to work with

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
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campus public safety, the Pocatello City Police and other officials to provide a controlled area for service of alcohol prior to home football games.

Idaho State University requests Board approval to establish a secure area on the east side of Holt Arena, prior to each home Bengal football game, for the purpose of allowing corporate partners, Bengal Foundation and invited guests the opportunity to gather with clients, friends, and guests for the 2018 home football games. In this secure area, Idaho State University Athletics will allow patrons to purchase food and beverages (non-alcoholic and alcoholic). The alcoholic beverages will be sold and served by a licensed provider and the University's official food service provider. Idaho State University will provide control measures and follow all requirements of Board Policy I.J. regarding alcohol service. The University will conduct the pre-game activities under the following conditions:

1. A secured area surrounded by a fence to control access to and from the area.
2. Three-hour duration, ending at kick-off.
3. Alcohol making or distributing companies will not be allowed to sponsor the activities or tents.
4. A color-coded wrist band or pass admission system will identify attendees and invited guests. No one under legal drinking age will be admitted.
5. All corporate partners involved in the pre-game location will be sent a letter outlining pre-game location and the SBOE alcohol policy. The letter will state the minimum drinking age in Idaho is 21 and that at no time should they allow underage drinking and/or serving of alcohol to visibly intoxicated persons.
6. One entry/exit point, which will be manned by security personnel.
7. Security personnel located throughout the controlled area will be monitoring the alcohol wristband policy and patron behavior.
8. Security personnel will not allow patrons to exit the area with alcoholic beverages.
9. Tent sponsors will be required to insure and indemnify the State of Idaho, the State Board of Education and Idaho State University for a minimum of \$2,000,000 and to make sure that the proper permits and licenses are obtained.
10. The area is for sponsors to entertain clients/guests for the Fall 2018 home football games, including sales and service of alcohol.
11. A review of the 2018 events will be brought back after the conclusion of the season before consideration will be given to any future requests for similar activities on home football game days.

**IMPACT**

Approval will allow ISU to continue with limited alcohol serve at football games during the 2018 season.

**ATTACHMENTS**

- Attachment 1 - Map of Designated Area
- a. Holt Arena – Full Aerial View

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b. Sports Med Center – Proposed Control Area  
Attachment 2 - Detail of Booth and Service Areas–West Side of Holt Arena

**STAFF COMMENTS AND RECOMMENDATIONS**

Idaho Administrative Code, IDAPA 38.04.07.305.02 prohibits the consumption or distribution of alcohol in common spaces of State facilities and IDAPA 08.01.08.100 prohibits the sale, possession or consumption of alcoholic beverages in college or university owned, leased, or operated facilities and on campus grounds, except as provided in the State Board of Education Governing Policies and Procedures. Board Policy Section I.J. sets the provision by which alcohol may legally be sold or consumed in institution facilities.

Board Policy Section I.J. allows for the chief executive office to approve limited permits under specific conditions, including the requirement that the events be ticketed or by invitation only, food be provided at the event, the event cannot be in conjunction with any student athletic event and "...the chief executive officer must ensure that the decisions to allow possession and consumption of alcoholic beverages are consistent with the proper image and the mission of the institution." Alcoholic beverages may only be allowed in conjunction with NCAA pregame football activities with prior Board approval under very specific conditions, including: the area must be for sponsors to entertain clients/guests, attendance is limited to adult patrons, access to the area is limited through controlled access points, attendance is limited to those with a written invitation, food must be available at the event, the event must be conducted during the pre-game only and not last more than three hours, ending at kick-off.

Pursuant to Board policy I.J. a report must be submitted to the Board annually after the conclusion of the football season prior to consideration being given to the approval of any future request for similar events on home football game days. This agenda item serves as the institutions report.

Idaho State University is notifying the Board that there were no issues during the 2017 football season and is requesting approval of alcohol service in the same areas approve by the Board in 2017 with no expansion.

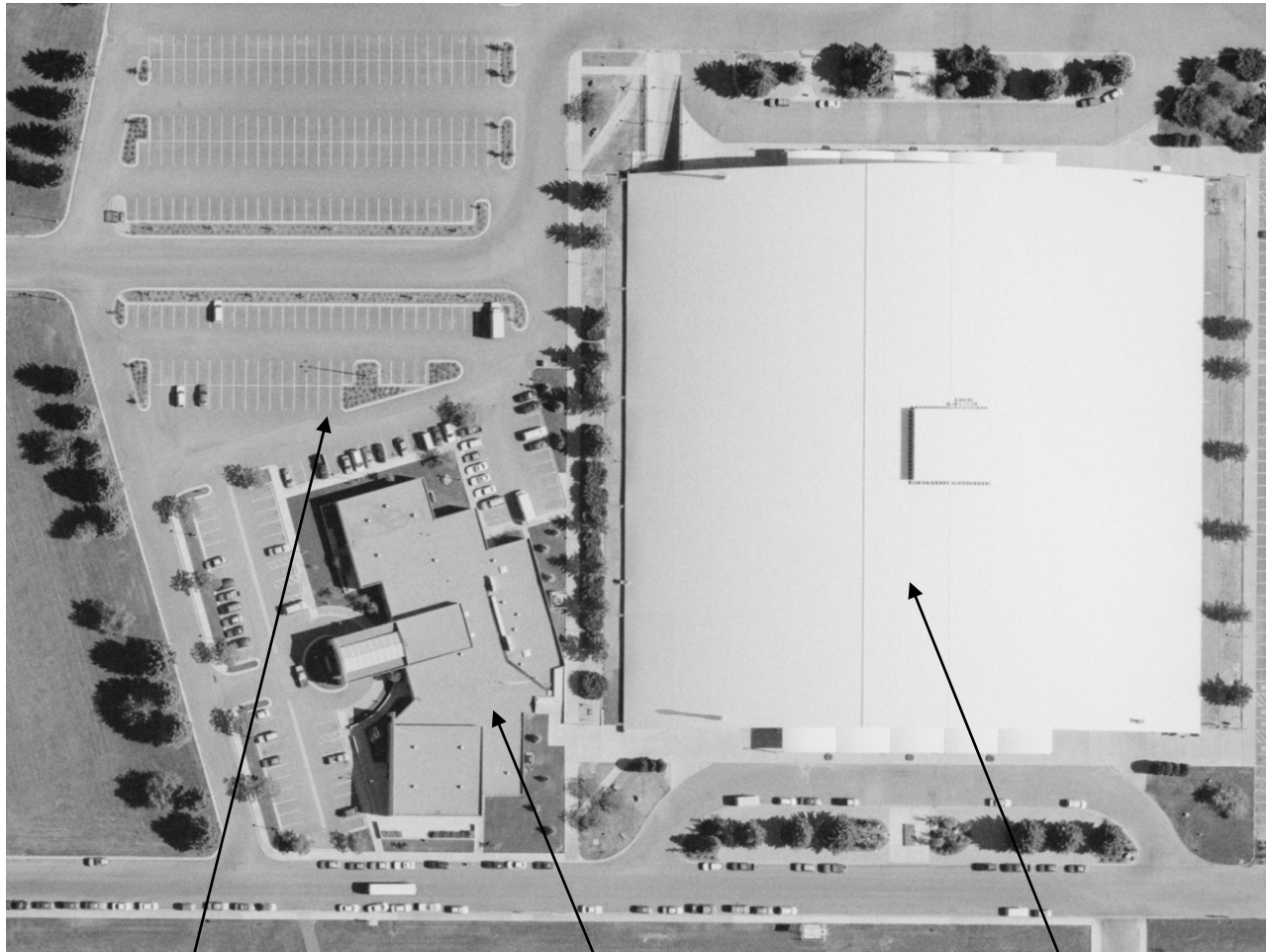
**BOARD ACTION**

I move to approve the request by Idaho State University to establish secure areas as specified in Attachment 1 and 2 for the purpose of allowing alcohol service during pre-game activities under all of the conditions outlined in Board policy I.J. subsection 2.c. for the 2018 football season.

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

ATTACHMENT 1

Aerial View of Holt Arena and Sports Med Center



Football Tailgate area

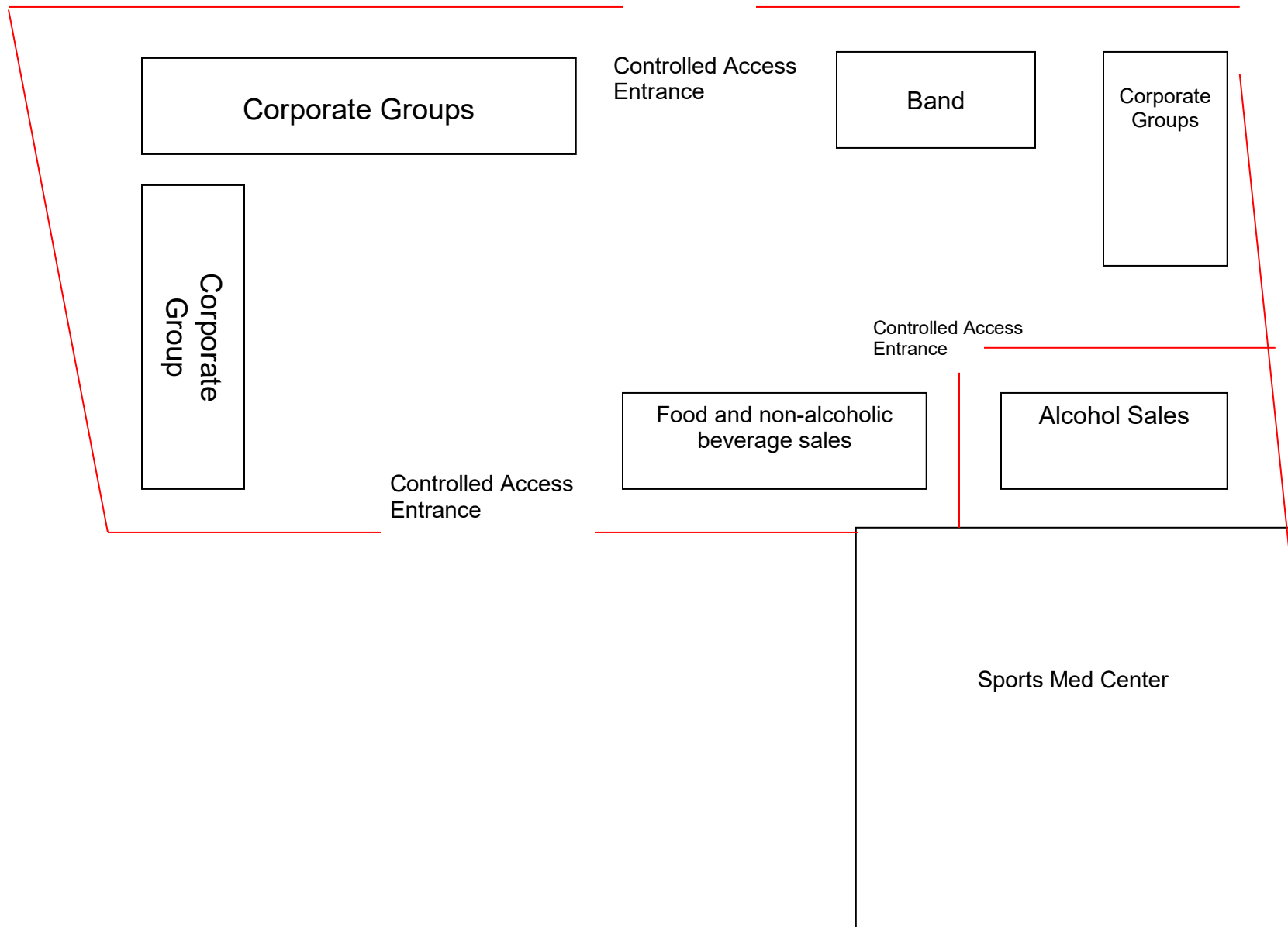
Sports Med Center

Holt Arena

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ATTACHMENT 2



**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
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**UNIVERSITY OF IDAHO**

**SUBJECT**

Service of alcohol at Pre-Game Events for the 2018 football season, including post-season, and the 2019 Spring Game.

**REFERENCE**

2004-2014	Each year the Board approved the request by UI to establish secure areas for pre-game activities that serve alcohol for the football season. There were no serious issues or concerns related to the service of alcohol at pre-game events during this time.
June 18, 2015	Board approved the request by UI to establish secure areas for pre-game activities that serve alcohol for 2015 football season.
September 3, 2015	Board approved the additional request by UI to serve alcohol during football games in the Vandal Fan Zone on a pilot basis with a report to the Board the following October.
October 21, 2015	Board voted to extend the approval of expanded alcohol service in the Vandal Fan Zone during home football games for the 2015-16 season.
June 16, 2016	Board voted to end the expanded alcohol service in the Vandal Fan Zone and approved the request by UI to establish secure areas for pre-game activities that serve alcohol for 2016 football season, 2017 Spring Game, post-season bowl game and if applicable conference championship game.
June 15, 2017	Board voted to approve the request by the University of Idaho to establish a secure area in full compliance with the provisions set forth in Board policy I.J.2. for the purpose of allowing alcohol service during the 2017 football season and the spring 2018 football scrimmage.
October 19, 2017	Board approved revisions to Board Policy I.J. subsection 2.c which included revised requirements applicable to pre-game activities.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, I.J – Use of Institutional Facilities and Services With Regard to the Private Sector  
Idaho Administrative Code, IDAPA 08.01.08 – 100., Possession, Consumption, and Sale of Alcoholic Beverages at Public Higher Education Institutions.  
Idaho Administrative Code, IDAPA 38.04.07 – 305, Food and Beverage

**ALIGNMENT WITH STRATEGIC PLAN**

GOAL 1: A WELL EDUCATED CITIZENRY

Objective A: Access

Objective D: Quality Education

The UI creates a restaurant-type atmosphere within the events and areas where alcohol service is allowed. Feedback on the events has been very positive, and fans appreciated the opportunity to participate in pre-game events. These types of functions are beneficial to the university and are strategic friend- and fund-raising opportunities. Building strategic friends and enhancing donor relations improves the University's ability to collaborate with the private sector and our ability to raise private funds for scholarships, campus facilities, sponsored research and endowed professorships, all of which go to enhance access to the University and the quality of the education we offer.

**BACKGROUND/DISCUSSION**

The UI seeks approval from the Board to continue its prior practice whereby in a secure area, patrons may purchase food and beverages (non alcoholic and alcoholic) from Sodexo, the university's official food service provider, as part of home football pre-game activities. The university will follow all requirements of Board policy regarding alcohol service, and will conduct the pre-game events under the conditions set out in Board policy I.J.2. As per Board/Regents Policy I.J.2.c.iii.(1) a color-coded wrist band system will serve to identify all authorized attendees and guests, with a separate wrist band clearly identifying those of drinking age. Underage children will not be allowed into the alcohol service area.

The UI creates a restaurant-type atmosphere within the secure areas. Feedback on the events has been very positive, and fans appreciated the opportunity to participate in pre-game events. These types of functions are beneficial to the university and are strategic friend- and fund-raising opportunities. In managing its pre-game functions, the UI seeks to provide a family oriented, safe, fun, and exciting atmosphere that promotes attendance and enhances the game experience.

The Student Activities Field and North Kibbie Field, will be the location for the secure area where food and beverage service (including alcoholic beverages) will take place. Within the secure area there will be space for the President's Circle Pre-Game Function, Vandal Fan Zone, and for Corporate/Guest Institution Tents, including the university's athletic marketing agent (Learfield). These functions provide an opportunity for the University, our Guest Institution for the game, and for corporate sponsors to reward employees and say "thank you" to valued customers and supporters by hosting private functions. This area is located on the east side of the ASUI-Kibbie Dome. The south end of this field will be available for the University to host visiting team institutions pursuant to all applicable Board and Institution policies.



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Service of alcohol at the President's Pre-game Function and the Corporate/Guest Institution Events will be through tents creating a controlled area for monitoring attendance and consumption, with service limited to a specific area within the tents. Minors will not be allowed in the alcohol service area and no alcohol will be allowed to leave the service area. This layout allows the institution to control all events permitted for pre-game service of alcohol.

Service of alcohol in the Vandal Fan zone will be as was done in the 2016 football season, with a temporary structure to control the area and monitor consumption, with service limited to a specific area within the structure. Minors will not be allowed in the alcohol service area and no alcohol will be allowed to leave the service area.

Again there have been no serious incidences regarding the pre-game service of alcohol through the 2017 football season and the 2018 spring practice football game where service has been approved. The UI creates a restaurant-type atmosphere within the secure areas. Feedback on the events has been very positive, and fans appreciated the opportunity to participate in pre-game events. These types of functions are beneficial to the university and are strategic friend-and fund-raising opportunities.

**IMPACT**

Approval will allow the University of Idaho to serve alcohol in the approved areas within the limits of Board Policy I.J.

**ATTACHMENTS**

Attachment 1 – Maps and Drawings of Service Areas

**STAFF COMMENTS AND RECOMMENDATIONS**

Idaho Administrative Code, IDAPA 38.04.07.305.02 prohibits the consumption or distribution of alcohol in common spaces of State facilities and IDAPA 08.01.08.100 prohibits the sale, possession or consumption of alcoholic beverages in college or university owned, leased, or operated facilities and on campus grounds, except as provided in the State Board of Education Governing Policies and Procedures. Board Policy Section I.J. sets the provision by which alcohol may legally be sold or consumed in institution facilities.

Board Policy Section I.J. allows for the chief executive office to approve limited permits under specific conditions, including the requirement that the events be ticketed or by invitation only, food be provided at the event, the event cannot be in conjunction with any student athletic event and "...the chief executive officer must ensure that the decisions to allow possession and consumption of alcoholic beverages are consistent with the proper image and the mission of the institution." Alcoholic beverages may only be allowed in conjunction with NCAA pregame football activities with prior Board approval under very specific conditions, including: the area must be for sponsors to entertain clients/guests, attendance is

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limited to adult patrons, access to the area is limited through controlled access points, attendance is limited to those with a written invitation, food must be available at the event, the event must be conducted during the pre-game only and not last more than three hours, ending at kick-off.

In 2017 the Board approved the University of Idaho's request to serve alcohol on the Student Activities Field located on the east side of the ASUI-Kibbie Dome. The current request will expand the service to include the North Kibbie Field. In addition to the President and corporate areas approved in 2017 this request also encompasses the Vandal Fan Zone that was approved for one year in 2016.

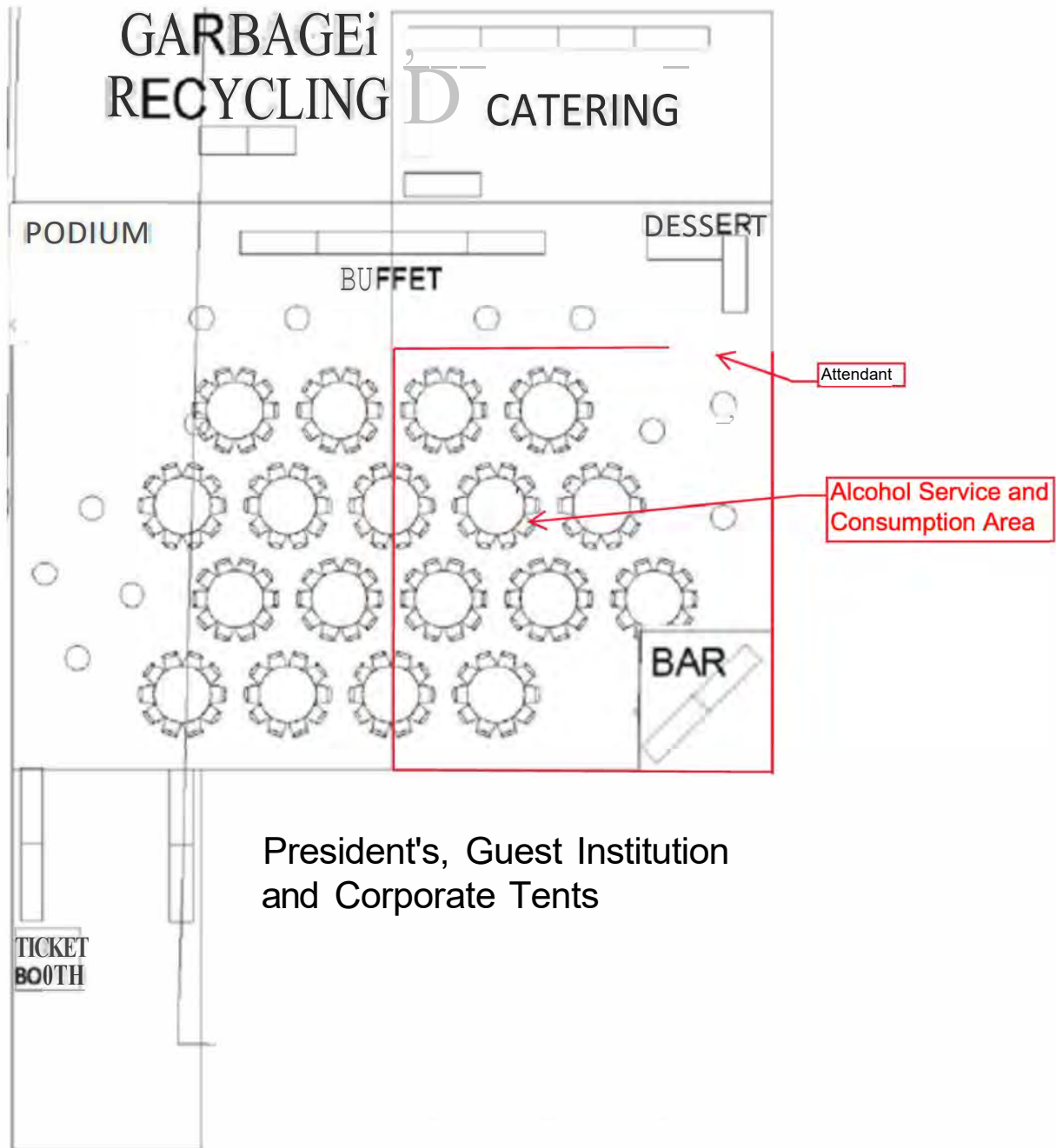
Pursuant to Board policy I.J. a report must be submitted to the Board annually after the conclusion of the football season prior to consideration being given to the approval of any future request for similar events on home football game days. This agenda item serves as the institution's report.

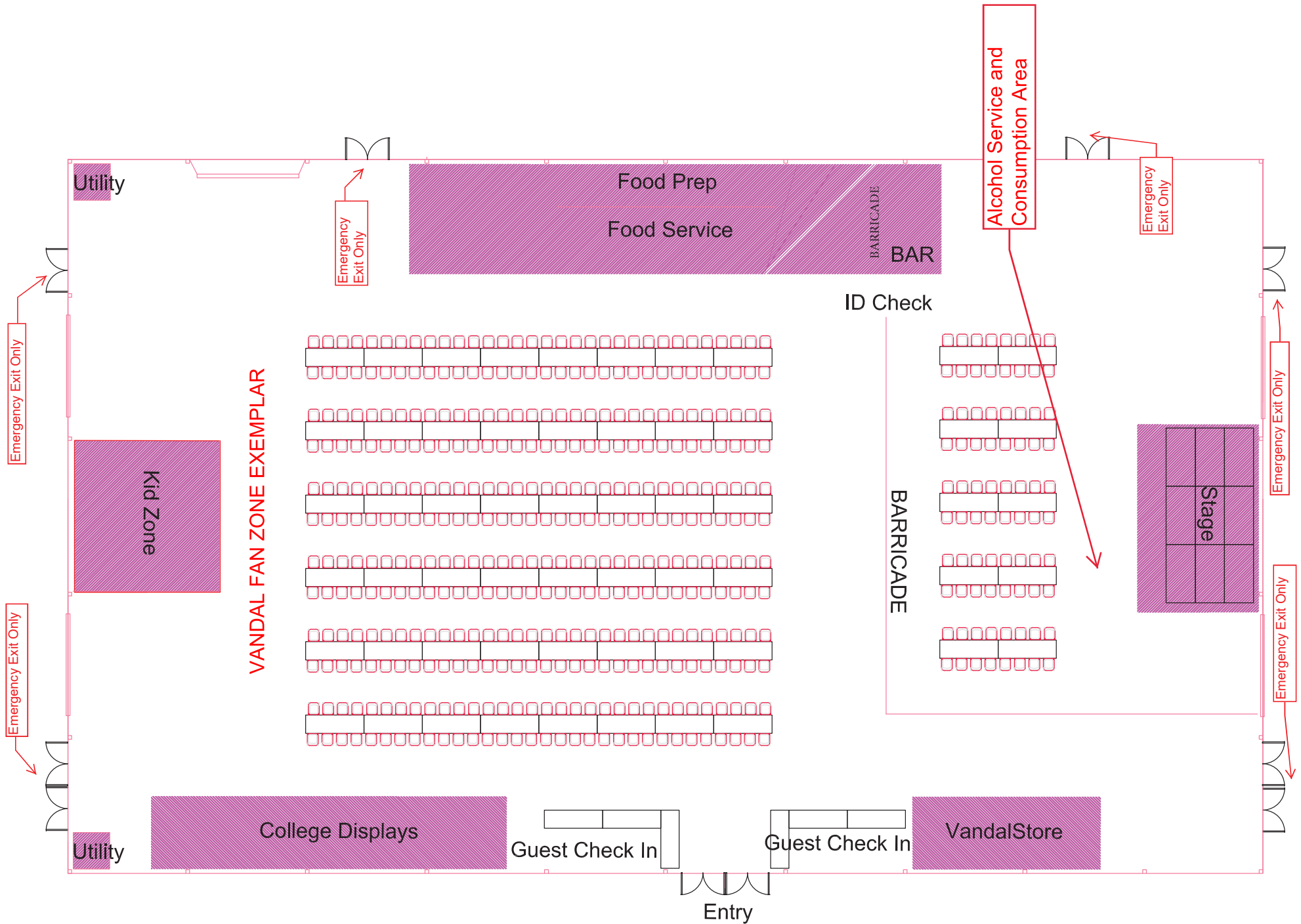
**BOARD ACTION**

I move to approve the request by the University of Idaho to establish a secure area on the Student Activities Field and North Kibbie Field under the conditions set forth in this request and in full compliance with all of the provisions set forth in Board policy I.J.2., for the purpose of allowing alcohol service during the 2018 football season, including post-season home games, and the spring 2019 football scrimmage, with a post-season report brought back to the Board.

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







**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**JUNE 21, 2018**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Request for approval of sale of alcohol - Litehouse Center/Bud and June Ford Club Room (Center).

**REFERENCE**

April 21, 2011	Board approval of revisions to SBOE/Regents Policy I.J. relating to service of alcohol at institution events and within institution stadium suite areas.
June 23, 2011	Board approved the request by UI to authorize alcohol service during the 2011 football season in the Litehouse Center/Bud and June Ford Club Room under the conditions outlined in Board Policy I.J. subsection 2.c.
June 21, 2012 through June 15, 2017	Board approved the request by UI to authorize alcohol service during the football season and during the ensuing spring football scrimmage each year, in the Litehouse Center/Bud and June Ford Club Room under the conditions outlined in Board Policy I.J. subsection 2.c.
October 19, 2017	Board approved revisions to Board Policy I.J. subsection 2.c to encompass sale of alcohol in the Litehouse Center suites and Bud and June Ford Clubroom for home basketball games.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, I.J – Use of Institutional Facilities and Services With Regard to the Private Sector  
Idaho Administrative Code, IDAPA 08.01.08 – 100., Possession, Consumption, and Sale of Alcoholic Beverages at Public Higher Education Institutions.  
Idaho Administrative Code, IDAPA 38.04.07 – 305, Food and Beverage

**ALIGNMENT WITH STRATEGIC PLAN**

GOAL 1: A WELL EDUCATED CITIZENRY

Objective A: Access

Objective D: Quality Education

The UI creates a restaurant-type atmosphere within the events and areas where alcohol service is allowed. Feedback on the events has been very positive, and fans appreciated the opportunity to participate in pre-game events and in the suite/clubroom facilities while at the game. These types of functions are beneficial to the university and are strategic friend- and fund-raising opportunities. Building strategic friends and enhancing donor relations improves the University's ability to collaborate with the private sector and our ability to raise private funds for

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
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scholarships, campus facilities, sponsored research and endowed professorships, all of which go to enhance access to the University and the quality of the education we offer.

**BACKGROUND/DISCUSSION**

The current Board policy provides that Idaho institutions may seek approval for the sale or consumption of alcoholic beverages in conjunction with NCAA athletic events.

The UI seeks continued permission to allow ticketed and authorized patrons in the Center to purchase food and beverages (non-alcoholic and alcoholic) from Sodexo, the university's official food service provider, before and during home football games in the 2017 football season as well as for the 2018 Spring Football Scrimmage Game, for the Litehouse Center/Bud and June Ford Club Room (Center) in the ASUI-Kibbie Activity Center (ASUI-Kibbie Dome). The university will follow all requirements of Board policy I.J.2.c regarding alcohol service in conjunction with home football games.

In addition, the UI seeks initial permission to allow ticketed and authorized patrons of the Center to purchase food and beverages (non-alcoholic and alcoholic) from Sodexo, the university's official food service provider, before and during home basketball games in the 2018-19 basketball season, including post-season games, for the Litehouse Center/Bud and June Ford Club Room (Center) in the ASUI-Kibbie Activity Center (ASUI-Kibbie Dome). The university will follow all requirements of Board policy I.J.2.c regarding alcohol service in conjunction with home basketball games:

- The Center is an enclosed secured area within the ASUI-Kibbie Activity Center which is separate from general ticketed seating areas and which will only be available to patrons with tickets to the Center.
- There is no access from the general seating area into the Center and only patrons who hold tickets to seats within the Center will be allowed into the Center during games.
- All entry points to Center Suites and the Center Clubroom area (identified in the attached drawings) will be staffed with trained security personnel.
- In addition, Security Personnel will be located within the Center to monitor activities within the suites and clubroom
- The university's food service provider (Sodexo) will provide the alcohol license and will provide TIPS trained personnel to conduct the sale of all alcoholic beverages in conjunction with Sodexo's provision of food and non-alcoholic beverages.
- The university and Center Patrons will abide by all terms and conditions of the Board policy and any other conditions place by the Board. Violation of Board policy of additional conditions by Center Patrons will result in action by the university up through removal from the Center and forfeiture of Center game tickets.

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Again there have been no serious incidences regarding the pre-game service of alcohol through the 2017 football seasons and 2018 football spring scrimmage game where service has been approved. The UI continues to strive for a restaurant-type atmosphere within the secure areas. Feedback on the events has been very positive. These types of functions are beneficial to the university and are strategic friend- and fund-raising opportunities. Service of alcohol within the Center is an extension of the university's pre-game and game-day activities surrounding home football games as well as home basketball games.

**IMPACT**

Approval will allow the University of Idaho to expand alcohol service to home basketball games.

**ATTACHMENTS**

Attachment 1 – Maps and Drawings of the Center

**STAFF COMMENTS AND RECOMMENDATIONS**

Idaho Administrative Code, IDAPA 38.04.07.305.02 prohibits the consumption or distribution of alcohol in common spaces of State facilities and IDAPA 08.01.08.100 prohibits the sale, possession or consumption of alcoholic beverages in college or university owned, leased, or operated facilities and on campus grounds, except as provided in the State Board of Education Governing Policies and Procedures. Board Policy Section I.J. sets the provision by which alcohol may legally be sold or consumed in institution facilities.

Board Policy Section I.J. allows for the chief executive office to approve limited permits under specific conditions, including the requirement that the events be ticketed or by invitation only, food be provided at the event, the event cannot be in conjunction with any student athletic event and "...the chief executive officer must ensure that the decisions to allow possession and consumption of alcoholic beverages are consistent with the proper image and the mission of the institution." Alcoholic beverages may only be allowed in conjunction with NCAA pregame football activities with prior Board approval under very specific conditions, including: the area must be for sponsors to entertain clients/guests, attendance is limited to adult patrons, access to the area is limited through controlled access points, attendance is limited to those with a written invitation, food must be available at the event, the event must be conducted during the pre-game only and not last more than three hours, ending at kick-off. For events held in institution stadium suite areas, only patrons who hold tickets to seats in the area are allowed entrance, the sale of alcohol may not begin prior to three (3) hour before kick-off and must end at the start of the 4<sup>th</sup> quarter, adult patrons may be accompanied by youth if the youth is under adult supervision at all times.

In 2017 the Board approved the request by the University of Idaho to allow alcohol service in the Litehouse Center/Bud and June Ford Club Room located in the ASUI-Kibbie Activity Center during home football games and the spring 2018



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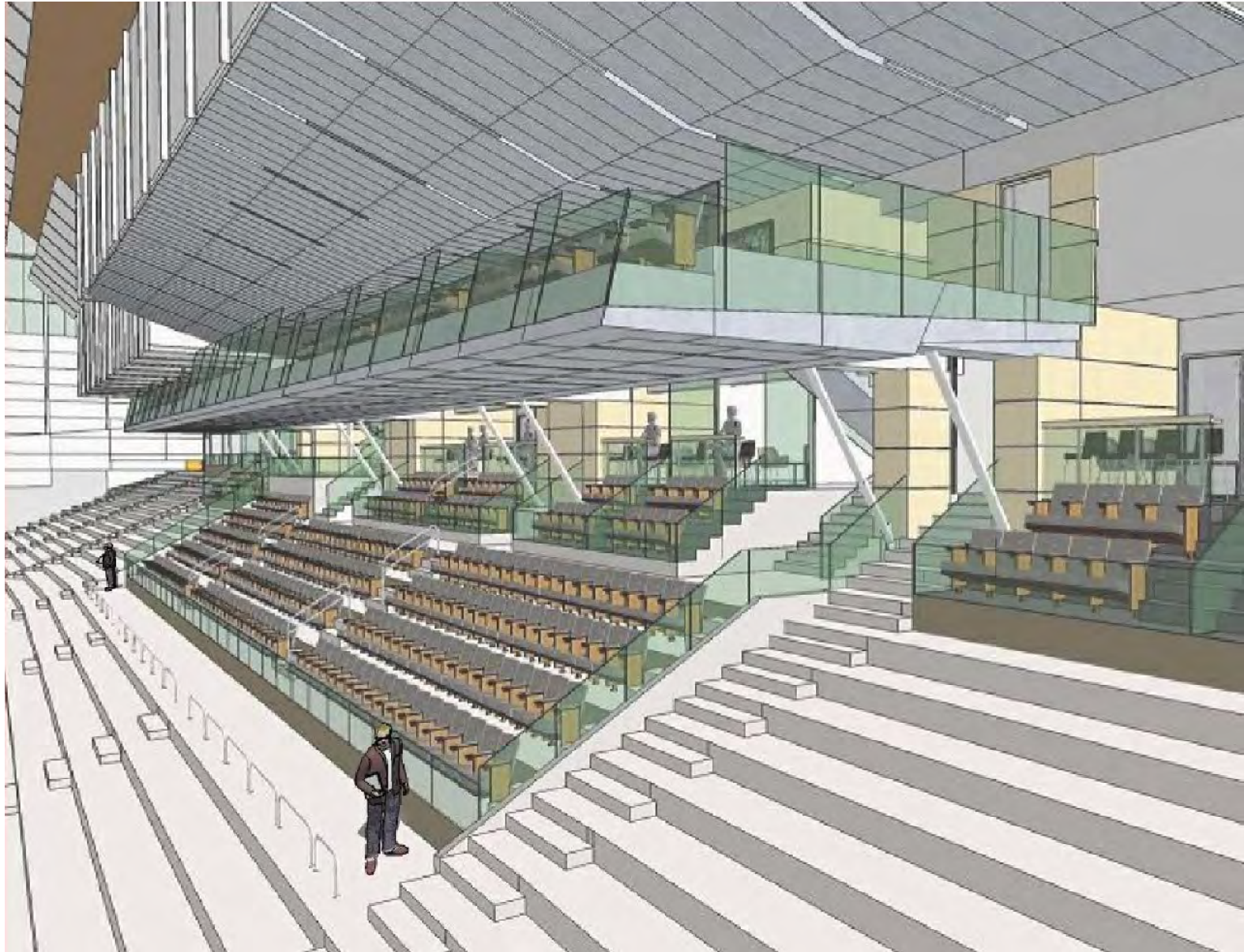
scrimmage, this request will expand the service to home basketball games during the 2018-2019 basket ball season in compliance with the changes made to Board Policy I.J. at the October 2017 Board meeting.

Pursuant to Board policy I.J. a report must be submitted to the Board annually after the conclusion of the football season prior to consideration being given to the approval of any future request for similar events on home football game days. This agenda item serves as the institutions report.

**BOARD ACTION**

I move to approve the request by the University of Idaho to allow alcohol service during the 2018 football season, the spring 2019 football scrimmage, and the 2018-19 basketball season, in the Litehouse Center/Bud and June Ford Club Room located in the ASUI-Kibbie Activity Center under the conditions outlined in Board Policy I.J. subsection 2.c.

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

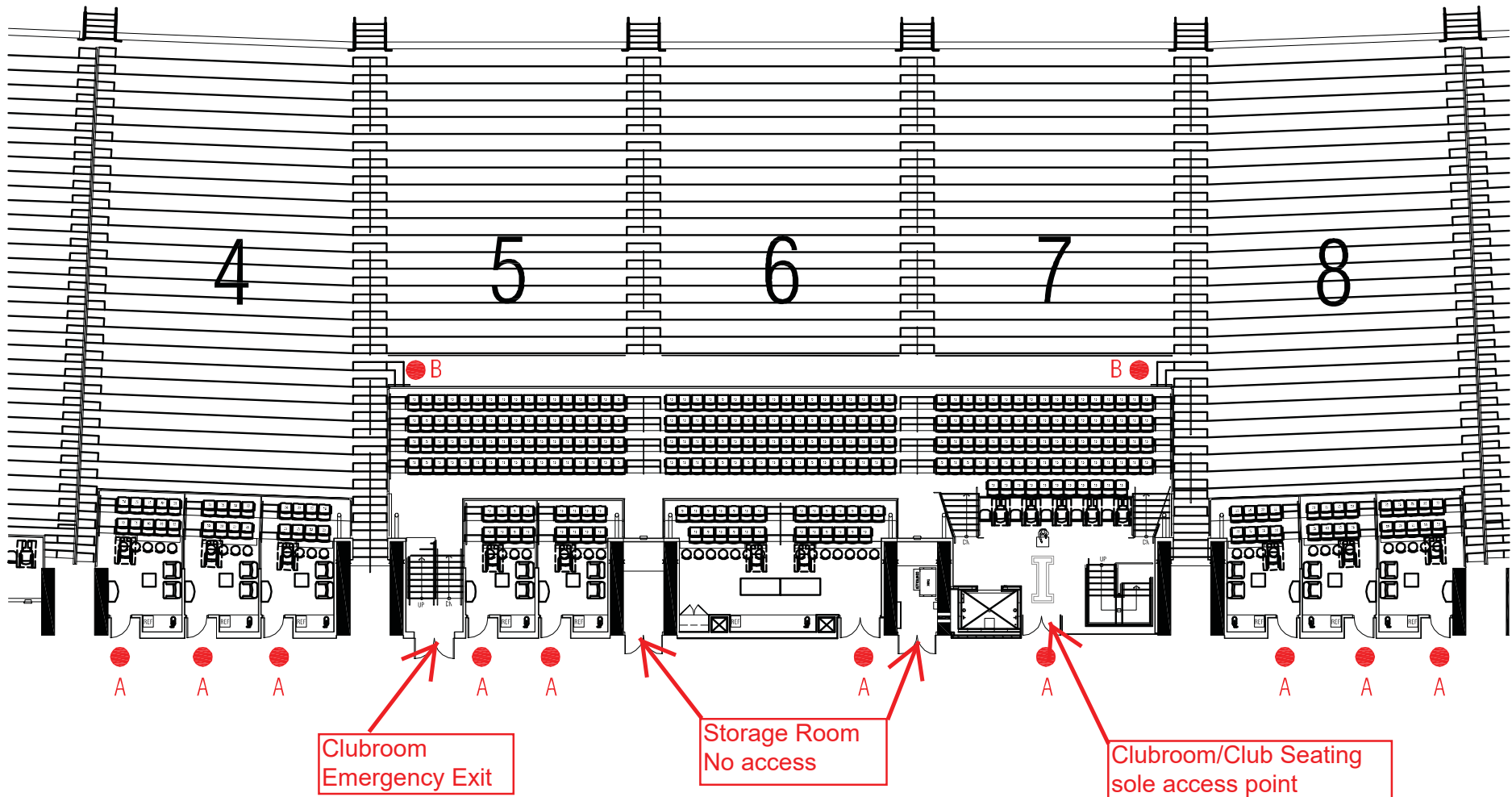


PERSPECTIVE

CLUB ROOM, CLUB SEATING, LOGE SEATING, AND MINI SUITES

# ASUI KIBBIE ACTIVITY CENTER UNIVERSITY OF IDAHO

A = Security Personnel at individual suite access points and clubroom entry  
B = Security Personnel - monitors in loge seating area

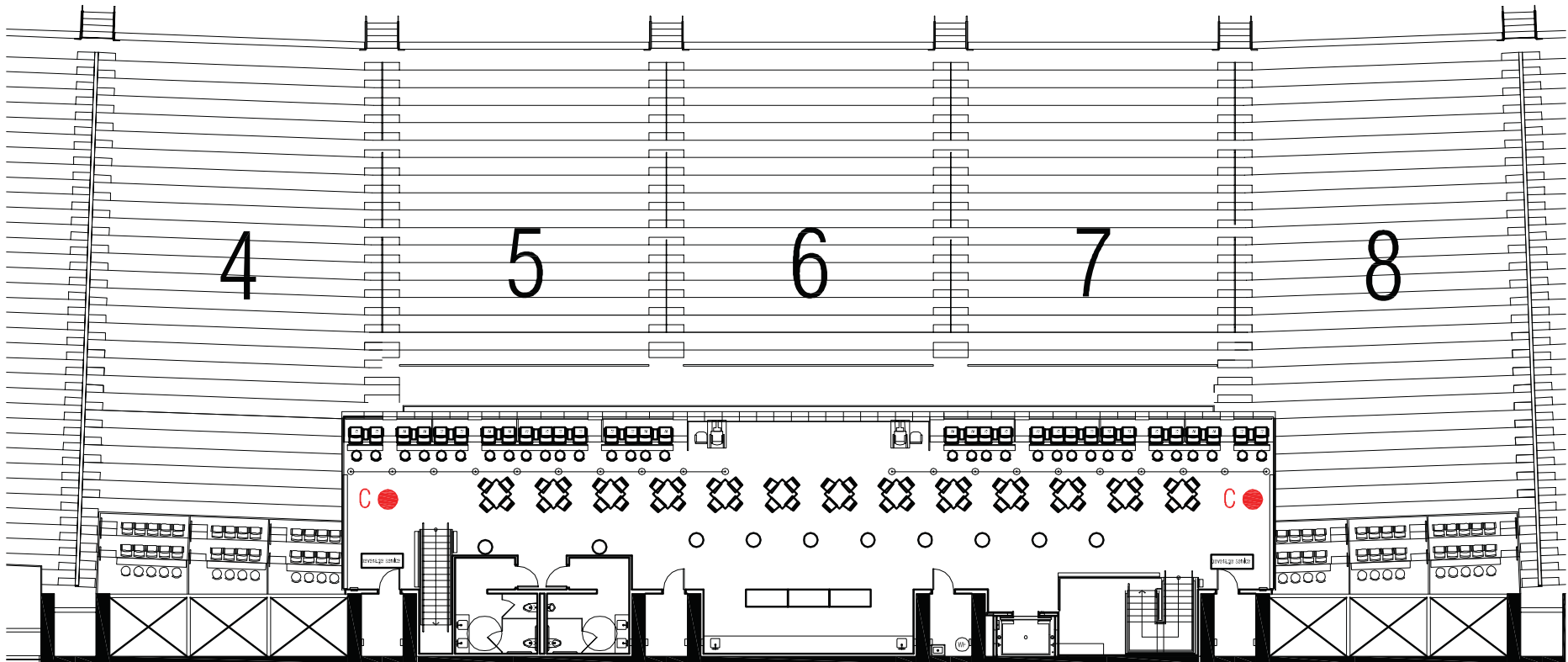


CROWD MANAGEMENT/SECURITY PERSONNEL (TYP. @ EACH RED DOT)

CLUB SEATING, SUITES, AND CONCOURSE LEVEL

# ASUI KIBBIE ACTIVITY CENTER UNIVERSITY OF IDAHO

C = Security Personnel - Clubroom monitors



CROWD MANAGEMENT/SECURITY PERSONNEL (TYP. @ EACH RED DOT)

CLUB ROOM LEVEL

ASUI KIBBIE ACTIVITY CENTER  
UNIVERSITY OF IDAHO

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Tailgating for the 2018 football season, including post-season, and the 2019 Spring Game.

**REFERENCE**

2004-2017	Each year the Board approved the request by UI to establish secure areas for pre-game activities that serve alcohol for the football season.
October 19, 2017	Board approved revisions to Board Policy I.J. subsection 2.c to revise requirements applicable to pre-game activities which encompass consumption of alcohol by game patrons tailgating in designate areas.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, I.J – Use of Institutional Facilities and Services With Regard to the Private Sector  
Idaho Administrative Code, IDAPA 08.01.08 – 100., Possession, Consumption, and Sale of Alcoholic Beverages at Public Higher Education Institutions.  
Idaho Administrative Code, IDAPA 38.04.07 – 305, Food and Beverage

**ALIGNMENT WITH STRATEGIC PLAN**

GOAL 1: A WELL EDUCATED CITIZENRY

Objective A: Access

Objective D: Quality Education

The UI seeks to create a fan and family friendly atmosphere within the areas where alcohol consumption will be allowed. These types of functions are beneficial to the university and are strategic friend- and fund-raising opportunities. Building strategic friends and enhancing donor relations improves the University's ability to collaborate with the private sector and our ability to raise private funds for scholarships, campus facilities, sponsored research and endowed professorships, all of which go to enhance access to the University and the quality of the education we offer.

**BACKGROUND/DISCUSSION**

The current Board policy provides that Idaho institutions may seek approval for the sale or consumption of alcoholic beverages in conjunction with NCAA sporting events. The University of Idaho has consistently made and had requests approved by the Board for alcohol services in combination with home football games and has a history of having no serious issues or concerns related to service of alcohol in conjunction with NCAA sporting events.

The UI seeks initial approval from the Board to allow consumption of alcohol by home football game patrons tailgating in designate areas on the University campus

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in Moscow. The university will follow all requirements of Board policy regarding alcohol consumption at tailgating as set out in Board policy I.J.2. In managing its game day functions, the UI seeks to provide a family oriented, safe, fun, and exciting atmosphere that promotes attendance and enhances the game experience. These types of functions are beneficial to the university and are strategic friend- and fund-raising opportunities.

The parking lots designated as Lots 34, 57, 57E and 110, as shown in attachment 1 hereto, will be those to be designated, in whole or in part, by the President for tailgating activities where private alcohol may be consumed. Access to these lots on game day is limited to the Stadium Drive entrance and all patrons allowed to park in the designated lots must pass through this entrance and present proof of authorization to park

The game-day timeframe during which tailgating with alcohol consumption that may be authorized by the President will fall between 10:00 AM and 10:00PM.

For this initial season of tailgating under the new policy, the University seeks approval to allow tailgating within some or all of the parking area designated in Attachment 1. This will allow the President to adjust the number of areas if and where deemed necessary as the university monitors game day conduct in these areas.

Likewise, the University seeks approval to allow tailgating for some or all of the time on each game day, between the hours of 10:00 AM and 10:00PM. This too will allow the President to adjust if deemed necessary as we monitor game day conduct during tailgating.

**IMPACT**

The University does not anticipate any added expense with respect to this new tailgating policy. The same security team that in the past has monitored the parking lots to address issues of fan behavior will continue to do the same under application of the new policy.

**ATTACHMENTS**

Attachment 1 – Map of designated areas where tailgating is to be authorized

**STAFF COMMENTS AND RECOMMENDATIONS**

Board Policy I.J. Use of Institution Facilities and Services authorizes the chief executive officer of each institution to designate (subject to annual board approval) specific parking lots or limited areas of university grounds with controlled access as tailgate areas for home NCAA football games or NCAA bowl games hosted by the institution. Only game patrons authorized by the institution are allowed to park and tailgate in the designated tailgate areas with their private guests. Locations, times and dates must be submitted to the Board for approval.



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Additionally, within tailgate areas, authorized game patrons and their private guests may consume alcohol as long as they abide by all local and state regulations governing alcohol usage including, but not limited to, minor in possession or consumption of alcoholic beverages and public intoxication. Alcohol consumption in tailgating areas shall be limited to the times approved by the Board and at no time shall extend beyond 10:00am through 10:00pm of the day of each NCAA football game hosted by the institution. Alcohol beverages must be held in an opaque container that is not labeled or branded by an alcohol manufacturer or distributor. Alcohol may not be taken from the designated tailgate area into any other area.

The proposal submitted by the University of Idaho identifies a maximum number of locations and maximum range of time the tailgating will occur. These maximums are within the limits of the Board policy; however, they make it unclear what the actual scope of the tailgating will be only that it will not go over the maximum time allowed or be in more than the four areas indicated in Attachment 1.

**BOARD ACTION**

I move to approve the request by the University of Idaho for authority to establish tailgating areas where consumption of alcohol by game patrons may occur in parking lots 34, 57, 57E and 110 as shown in Attachment 1 and under the conditions set forth in this request and in full compliance with all provisions set forth in Board policy I.J.2 during the 2018 football season, including post-season home games, and the spring 2019 football scrimmage, with a post-season report brought back to the Board.

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

