STATE BOARD OF EDUCATION MEETING
February 13-14, 2019
Boise State University
Simplot Ballroom
Student Union Building
Boise, Idaho

Wednesday February 13, 2019, 1:00 p.m.

BOARDWORK
1. Agenda Review / Approval – Action Item
2. Minutes Review / Approval – Action Item
3. Rolling Calendar – Action Item

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
1. Boise State University – Annual Progress Report – Information Item

WORK SESSION
PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
A. Educational Attainment Goal – Information Item

DEPARTMENT OF EDUCATION
1. Developments in K-12 Education – Information Item
2. ESSA Consolidated State Plan Amendments – Action Item

EXECUTIVE SESSION – Closed to the public
University of Idaho – Information Item
1. To go into Executive Session pursuant to Section 74-206(1)(c), Idaho Code "to acquire an interest in real property which is not owned by a public agency"

Thursday February 14, 2019, 8:00 a.m.

OPEN FORUM

CONSENT AGENDA
BAHR
Section I – Human Resources
1. Retirement Plan Committee Appointment – Action Item

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Section II – Finance

2. University of Idaho – Construction Authorization – Pitman Exterior Repairs – Action Item

IRSA

3. Program Approval Quarterly Report – Action Item
4. Boise State University – Discontinuation Master of Science in Mathematics Education – Action Item
5. Idaho State University – Discontinuation Non-Traditional PharmD Program – Action Item

PPGA

6. Institution President Approved Alcohol Permits – Action Item
7. Boise State University – Faculty Constitution Amendment – Action Item

SDE

8. Professional Standards Commission – College of Idaho Educator Preparation Program Review Recommendation – Action Item
9. Curricular Review Committee Appointments – Action Item
10. Emergency Provisional Certificates – Action Item

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

2. Idaho Bureau of Educational Services for the Deaf and the Blind Annual Report – Information Item
3. Commission on Hispanic Affairs – Educational Progress Update – Information Item
4. Idaho Association for the Education of Young Children - School Readiness – Information Item
5. Idaho PTECH Update – Information Item
6. K-20 Public Education Strategic Plan – Action Item
7. College of Eastern Idaho Community College District Expansion – Lemhi County – Action Item
8. Division of Career Technical Education – Perkins V State Plan – Information Item
9. Legislative Update – Action Item

BUSINESS AFFAIRS AND HUMAN RESOURCES

Section I – Human Resources

1. Presidential Evaluation Process – Information item
2. Amendment to Board Policy II.H., Coaches and Athletic Directors – Second Reading – Action Item
3. Boise State University – Amendments to Employment Agreements – Seven Men's Assistant Football Coaches – Action Item
4. Boise State University - Amendments to Employment Agreements – Athletic Director – Action Item
5. University of Idaho – Academic Transitional Leave – President Chuck Staben - Action Item

Section II – Finance – 25 min

1. Amendment to Board Policy V.B., Budget Policies – First Reading – Action Item
2. Idaho State University – Planning and Design – Davis Field – Action Item
3. University of Idaho – Purchase Agreement CAFÉ Land – Action Item
4. University of Idaho – Update to Six Year Capital Plan – Include Horse Arena and Greenhouse Improvements – Action Item
5. University of Idaho – Lease Option Agreement – Rock Creek Ranch Action Item

INSTRUCTION, RESEARCH AND STUDENT AFFAIRS

1. Boise State University – Master of Science, in Program Evaluation, Measurement, and Statistics – Action Item
2. Bose State University – Bachelor of Science, in Public Relations – Action Item
3. Idaho State University – Certificate in Diagnostic Medical Sonography – Action Item
4. Board Policy III.E., Certificates and Degrees – First Reading – Action Item
5. Board Policy III.G., Postsecondary Program Approval and Discontinuance – First Reading – Action Item
6. Statewide Program Needs Assessment – Information Item

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

1. Agenda Approval

   Any changes or additions to the agenda

   BOARD ACTION

   I move to approve the agenda as presented.

2. Minutes Approval

   BOARD ACTION

   I move to approve the minutes from the December 19-20, 2018 Regular Board meeting and the January 18, 2019 Special Board meeting.

3. Rolling Calendar

   BOARD ACTION

   I move to set February 12-13, 2020 as the date and Boise State University as the location for the February 2019 regularly scheduled Board meeting.

STATE BOARD OF EDUCATION
January 18, 2019
Office of the State Board of Education
Len B. Jordan Building
650 W State Street, 3rd Floor
Boise, Idaho

A special meeting of the State Board of Education was held January 18, 2019 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 8:00 am 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

BUSINESS AFFAIRS AND HUMAN RESOURCES

Section II - Finance

1. Idaho State University – Property Acquisition – Meridian Health Sciences Center

M/S (Atchley/Critchfield): To approve Idaho State University acquiring property owned by West Ada School District as provided for in Attachments 1 through 5 with the purchase price not to exceed $1,710,000, and to proceed with the planning and design for a parking lot as presented in Attachment 4, and to amend the 6-year Capital Improvement Budget in accordance with Attachment 6. The motion carried 8-0.

AND

M/S (Atchley/Scoggin): To delegate authority to Kevin Satterlee, President of Idaho State University, to execute the Real Estate Purchase and Sale Agreement as presented in Attachment 3. The motion carried 8-0.

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January 18, 2019

AND

M/S (Atchley/Critchfield): To authorize execution of the Non-Exclusive Access Easement by the Idaho State Board of Education President or designee, in substantial conformance to Exhibit C of the Real Estate Purchase and Sale Agreement, as presented in Attachment 3. The motion carried 8-0.

Business Affairs and Human Resources (BAHR) Committee Chair, Ms. Emma Atchley introduced the item.

There were no questions or comments from the Board.

2. Huron Consulting Follow-up

M/S (Atchley/Scoggin): I move to accept the Huron Report and for the Board President to appoint a subcommittee of Board members to identify a timeline and decision points for Board consideration and implementation plans based on Board adopted recommendations. The work of the subcommittee would be facilitated by a consultant funded through institutional funds. The motion carried 8-0.

Business Affairs and Human Resources (BAHR) Committee Chair, Ms. Emma Atchley introduced the item.

Board member Clark reported a special committee, comprised of Board member Scoggin, Board member Westerberg and Board member Hill was formed to review the recommendations from the Huron Consulting report. Dr. Clark then invited Mr. Scoggin to provide the subcommittee recommendations to the Board.

Mr. Scoggin reported the subcommittee recommends the Board move quickly with respect to the recommendations made in the Huron Consulting report and to determine which of the recommendations are actionable and how these recommendations should be implemented.

Ms. Atchley then stressed the importance for the Board and staff to work closely with the institutions to implement the recommendations and too make clear to the institutions the Board's expectations moving forward.

Mr. Scoggin shared with the Board a summary from a meeting with the Governor's Office regarding the Huron Consulting report and that the Governor fully supports the Board's plan, as provided in the motion, moving forward.

Board President Clark appointed Board members Scoggin, Westerberg and Hill to act as the subcommittee to identify a timeline and decision points for the Board's adopted recommendations.

January 18, 2019

There were no additional questions or comments from the Board.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

1. Idaho STEM Action Center – STEM School Designation Recommendations

M/S (Soltman/Westerberg): To approve the request by the STEM Action Center Board to designate Galileo STEM Academy and Barbara Morgan STEM Academy in West Ada School District #2, Temple View Elementary School in the Idaho Falls School District #91, and Bingham Academy Charter High School in Blackfoot Idaho as STEM Schools. The motion carried

Planning, Policy and Governmental Affairs (PPGA) Committee Chair, Mr. Don Soltman, introduced the item.

The Board's Chief Planning and Policy Officer, Ms. Tracie Bent, shared with Board members approval of the motion today would be the first time the Board has designated schools based on legislation passed during the 2018 Legislative session.

There were no questions or comments from the Board.

OTHER BUSINESS

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

M/S (Scoggin/Critchfield): To adjourn the meeting at 8:17 am MDT. The motion carried 8-0.

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Idaho State Board of Education

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

STATE BOARD OF EDUCATION
December 19-20, 2018
Hosted by College of Western Idaho
AT
Boise State University
Student Union Building
Simplot Ballroom
Boise, Idaho

A regularly scheduled meeting of the State Board of Education was hosted by the College of Western Idaho December 19-20, 2018 at Boise State University in Boise, Idaho. Board President Dr. Linda Clark called the meeting to order at 10:30 am (MST).

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)

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Wednesday, December 19, 2018

BOARDWORK

A. Agenda Review/Approval

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

B. Minutes Review / Approval

BOARD ACTION
M/S (Critchfield/Hill): To approve the minutes from the October 17-18, 2018 Regular Board meeting and the November 8, 2018 Special Board meeting as submitted. The motion carried 8-0.

C. Rolling Calendar

BOARD ACTION
M/S (Critchfield/Hill): To set December 18-19, 2019 as the date and the College of Southern Idaho as the location for the December 2019 regularly scheduled Board meeting. The motion carried 8-0.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS (PPGA)

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

Planning, Policy and Governmental Affairs (PPGA) Committee Chair, Mr. Don Soltman, introduced the item and then invited College of Western Idaho (CWI) President, Dr. Bert Glandon, to present his biennial update to the Board.

Dr. Glandon reported CWI received independent accreditation through the Northwest Commission on Colleges and Universities (NWCCU) in April of 2017 and then provided an update to the Board on the six objectives of CWI's Strategic Plan. Dr. Glandon then shared with the Board that to date CWI is serving less than 3.00% of its current population, compared to a typical community college that will serve approximately 7.0% of their local community, and this has created a huge potential for growth in order to achieve normal delivery to the local community.

Enrollment of dual credit students at CWI continues to grow and exceed career technical education and academic affairs and CWI is developing new modes of delivery for instructional programs, in partnership with industry, that are responsive to the local workforce needs and needs of the students.

Board member Soltman asked if CWI's noncredit student population, 12,035 for FY18, could be counted in the Board's 60% Goal. Dr. Glandon responded CWI is working with NWCCU to develop stackable certificate programs that are responsive to industry needs and transferrable to career technical education programs.

Finally, Dr. Glandon reported securing adequate facilities to serve students is one of CWI's largest challenges and in response to this need, CWI will be installing modular buildings on the Nampa campus in the spring of 2019 and must renew leased buildings to continue serving students in Ada County.

There were no additional questions or comments from the Board.

2. Workforce Development Council Update
   This item was provided in the agenda materials as an information item.

Planning, Policy and Governmental Affairs (PPGA) Committee Chair, Mr. Don Soltman, introduced the item and shared with Board members the purpose of the agenda item was to generate a discussion around areas of collaboration between the Workforce Development Council (WDC) and the State Board of Education.

Representing the Workforce Development Council were Mr. Trent Clark, Chair, Ms. B.J. Swanson, Vice Chair, Mr. Jeff McCray, Mr. Joe Maloney, Mr. John Young, Ms. Deni Hoehne and Ms. Wendi Secrist, Executive Director for the Workforce Development Council.

Mr. Clark opened the discussion by thanking members of the Board for their collaboration with the Workforce Development Council on the Idaho Opportunity Scholarship for Adult Learners. He then continued the discussion by stressing the need for extended educational opportunities into the workplace, also known as work based learning. The WDC has found the largest barrier to work based learning has been the inability for skills learned in the workplace to be counted or stacked towards earning a higher degree. Mr. Maloney added there are many different pathways to a career and stressed the need for a change in the system to recognize the different pathways to a degree. Finally, Mr. Clark shared the difficulties with utilizing Idaho's Advanced Opportunities program for Career Technical Education programs.

Ms. Secrist asked the Board to share their legislative priorities for the 2019 Legislative session and how the WDC could be of assistance. Board member Clark responded Outcomes Based Funding (OBF) is the singular item the Board is taking legislative action on, however, later in the agenda the Board will be hearing a report from the consulting firm Huron on ways to consolidate services across the public institutions and as a result the Board may take additional action.

Board member Atchley then reiterated her personal concern with the idea of the only goal of education being a job or career. She added there are other values to education far beyond a career and the Board should not lose focus on these benefits.
At the time the Board recessed for lunch and returned at 1:00pm MST.

WORKSESSION

PLANNING, POLICY & GOVERNMENTAL AFFAIRS

A. K-20 Education Strategic Plan

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

Planning, Policy and Governmental Affairs (PPGA) Committee Chair, Mr. Don Soltman, introduced the work session item reminding Board members during the October 2018 Regular Board Meeting the Board reviewed the performance of Idaho's K-20 education system through the review of progress towards the benchmarks and performance targets of the K-20 Education Strategic Plan. As part of this conversation, the Board gave feedback to staff on amendments to the K-20 Strategic Plan, asking that a number of performance measures be removed. The discussion also included bringing back information to inform a discussion on reframing the Board's definition of certificate as it is used for determining progress toward the Board's education attainment goal and establishing annual credential targets, by level and by institution to meet the Board's population goal of 60% of Idahoans (ages 25-34) who have a college degree or certificate requiring one academic year or more of study ("60% Goal").

Prior to the discussion around the "60% Goal", the Board's Chief Planning and Policy Officer, Ms. Tracie Bent shared with Board members that depending on the discussion outcome, the redline version of the strategic plan in the agenda materials would be amended and then come back to the Board for approval at the February 2019 Regular Board meeting. Additionally, Ms. Bent reminded Board members of the difference between a production goal and a population goal and part of the conversation around using production for meeting a population goal should include all of those other factors the education system does not touch. Ms. Bent reminded Board members that when the Board originally set the "60% Goal" there were many discussions around the state about what the workforce need really was and how policy makers wanted Idaho to grow. In making workforce need projections it is important to understand the methodology behind the projections and pick a methodology that aligns with the Board's policy direction. If the Board would like to explore resetting the percentages of each education level there should be some consensus on the end outcome the Board would like to achieve: a workforce that meets the state's current occupational needs, or one that aligns with Idaho's Department of Commerce work and takes into consideration the types of businesses and industry they are trying to attract to Idaho, or one that looks at growing a workforce that meets the needs for those industries that are most likely to grow Idaho's economy. Finally, Ms. Bent reported the Instruction, Research and Student Affairs (IRSA) Committee is working on a definition for micro-credentials and badging that will come to the Board, through Board policy, for approval at a future meeting.

The Board's Chief Research Officer, Dr. Cathleen McHugh then updated the Board on the assumptions used to determine the current and projected composition and shortfall of credential production that would be needed to help meet the "60% Educational Attainment Goal".

1. Estimate of the population of those age 25 to 34 in 2025 came from the Department of Labor;
2. Attainment between credentials would be the same in 2025 as is today;
3. Composition of the "60% Goal" would remain the same in 2025 as is today;
4. Definition of a credential is based on the definition of one academic year of nine (9) months or more.

Dr. McHugh reported Idaho's public institutions are responsible for 65% of Associate degrees and 59% of Bachelor's degrees awarded in Idaho and that the growth in graduates over the last 8 years for Associate degrees has been 3.4% and 1.6% for Bachelor's degrees. If growth is to continue at the current rate, the Board will reach the Education Attainment Goal for Associate Degrees in 2029 and 2036 for Bachelor's Degrees. A production rate of 8% per year would be necessary for the Board to meet the "60% Goal" for Bachelor's Degrees by 2025.

Board member Hill then asked if the data is accurately capturing the number of individuals with some education who go on to secure meaningful jobs, adding that from 2010 to the present the job market did not turn out as expected with a large number of middle class jobs having been created, and the difficulty of counting certificates may be misleading the Board on progress towards achieving the "60% Goal" and the goal of the Board should be to figure out how to capture the information. Ms. Bent then asked if members of the Board would be interested in having Board staff prepare a new analysis based upon the current Idaho job market projections and projections based on what Idaho could aspire to be. Dr. Hill responded in the affirmative.

Board member Westerberg commented in 2010 the Board adopted a goal ("60% Goal") that would prepare the workforce in Idaho for the jobs needed in 2020 and will the jobs in 2025 require different skills and levels of education than those of 2020. Additionally, Mr. Westerberg added the Board must also determine how to count certificates and at what point in time do stackable badges or credentials become a marketable skill that can be measured. The Board's Executive Director, Mr. Matt Freeman, added when the "60% Goal" was established, the intent was for 60% of the population (aged 25-34) to have some form of postsecondary degree or certificate of one academic year or more. This did not mean the other 40% were to be uneducated and certificates of less than one year are included in this population (40%). Ms. Bent commented that depending on the goal it may be a heavy lift to achieve without a significant increase in resources for the public postsecondary institutions and it may be worth a conversation by the Board to identify a path forward for what the Board can do to advocate for these additional resources.

Mr. Freeman commented another area of guidance that would be helpful for Board staff would be if the Board would like to continue to use a population based goal knowing a population goal is routinely conflated with the degree attainment goal. Dr. Hill responded with a desire for a production goal that is consistent with a population goal, adding production is something the Board and institutions are accountable for. Mr. Westerberg commented on the importance for the Board to recognize the discussion is not about realigning the goal posts, but determining the workforce needs for 2025 and finding the most reasonable mechanism to meet these needs.

Board member Scoggin asked why the Board's K-12 goals are not included in the Board's K-20 Strategic Plan. Ms. Bent responded as the Board reviews the plan from year to year the goals have fluctuated as the Board's focus has changed. Over the past two years most of the K-12 specific goals were removed to focus on the outcomes at the end of the pipeline. The reorganization of the Board's Strategic Plan in 2018 focused on reducing the number of objectives and performance measures to be more specific to the pipeline. It would be a discussion for the Board to determine if the goal is for the Board's Strategic Plan to measure individual parts of the pipeline or to have fewer goals focusing on the end of the pipeline. Mr. Scoggin responded if the Board has a desire for K-12 students to be prepared for postsecondary education then some of the Board's attention should focus on the Board's K-12 goals. Dr. Clark commented if the Board is to ever make an impact on the measures, then they must have strategies in place on how to improve school readiness and make sure all students have an opportunity to take advantage of their education.

One half of students come to school not ready to learn and spend most of their K-12 career trying to catch up. If the Board is ever going to have an impact on the performance measures, then the Board must deal with this and have some strategies on how to improve school readiness and make sure students have the opportunity to take advantage of their education. The Board's Strategic Plan, Goal 2: Educational Attainment should be divided into two parts; articulating the Board's goals for K-12 education and articulating the Board's goals for the public colleges and universities.

Board member Atchley expressed her frustration with measuring the work of the public postsecondary institutions without paying attention to the results. The Board cannot continue to measure what students are learning during their K-12 career without having higher expectations for the outcomes. Ms. Bent asked if it were the desire of the Board for staff to prepare options for objectives and performance measures for the Board to consider at the February 2019 Regular Board meeting. There were no objections from the Board.

In addition to the work on the strategic plan, performance measures and "60% Goal" production targets, this agenda item included the annual dual credit report, annual state scholarship report, and annual remediation report.

The Board's Principal Research Analyst, Mr. Bill Laude, shared with the Board the annual Dual Credit Report where he reported a significant increase in the volume of students

enrolled in dual credit and the number of credits accumulated and the Board can expect to begin to see a higher number of students with dual credit than not. Additionally, the number of Associates Degrees being awarded by high schools has increased over the last three years. A copy of the full report has been included in the agenda materials. Dr. Hill asked if the relative performance of students continuing on to a postsecondary education is negative because dual credit is penetrating deeper into the overall student population to which Mr. Laude responded in the affirmative.

Mr. Laude then presented the annual State Scholarship Report where he reported the rate of accepted awards had remained constant until FY17 when there was a significant increase in funding and the award ratios for FY19 are what the Board can expect to see based upon the normal attrition rates for scholarship recipients. In evaluating the diversity of the applicant pool over a four year period (FY16 – FY19) minority populations have displayed significant increases in their representation in the applicant pool, with the Hispanic population exhibiting a 236% increase in volume, and a 191% increase in Ranked, Eligible Applicants. From FY16 through FY19, the number of ranked applicants increased significantly across all geographic locales with the greatest number of awards going to students from rural areas. Finally, Mr. Laude reported there is a strong correlation between a student's high school grade point average (GPA) and the likelihood they will successfully persist in the scholarship program. A copy of the full report has been included in the agenda materials.

Finally, Mr. Laude presented the annual Remediation Report where he reported one of the initial findings for the first-time full-time population of degree seeking students, 50% enrolled at the 2-year colleges are taking math remediation courses and 20%-25% enrolled at the 4-year college and universities are taking remediation courses based upon a student's course taking behavior. Additionally, Mr. Laude reported when evaluating trends in persistence, the general student population return rate is approximately 50% for students attending a 2-year college and approximately 66% for students attending a 4-year college and universities. The return rate at the 2-year colleges for students taking remediation is 48% for math and 42% for English within community colleges and for the 4-year colleges, 59% for math and 52% for English. A copy of the full report has been included in the agenda materials. Board member Soltman asked if all of the institutions are using the same math remediation model to which Mr. Laude responded in the negative. Mr. Soltman then asked if there is a reason for the Board to be prescriptive in the remediation model to which Mr. Laude responded there are several models currently in place at the institutions that Board staff can evaluate over time. Ms. Bent added Board policy limits remediation models to the Accelerated, Corequisite or Emporium models.

The final item for the Work Session agenda was a preview of the Board's Postsecondary Data Dashboard which can be found on the Idaho State Board of Education's website. At the conclusion of the Postsecondary Dashboard presentation, Dr. McHugh shared with Board members a preview of the Transition Dashboard that will include metrics for the Go-On Rate, Direct Admissions and Scholarship awards. Board member Scoggin asked when the Transition Dashboard would be ready for final distribution to which Dr. McHugh responded mid-January.

There were no additional questions or comments from the Board.

The Board then recessed for 20 minutes, returning at 2:50pm MST.

INSTRUCTION, RESEARCH AND STUDENT AFFAIRS

B. Complete College America Momentum Pathways Planning
This item was provided in the agenda materials as an information item.

Instruction, Research and Student Affairs (IRSA) Committee chair, Ms. Debbie Critchfield, introduced the item and then invited the Board's Chief Academic Officer, Dr. Randall Brumfield, to share the Complete College America (CCA) work plan with the Board.

Dr. Brumfield reported the purpose of the CCA work plan was to assist institutions with prioritizing and implementing the Complete College America Game Changers adopted by the Board. After discussing each of the goals, the Board determined Goal 2: Increase Timely Degree Completion and Goal 5: Increase Return-to-College and Completion for Adults as high priority to be implemented by fall 2021.

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 reported to the Board the State Department of Education's legislative agenda included expanding pilots for mastery based education, a teacher pipeline initiative to address the state's teacher shortage, and expanding the Advanced Opportunities program to include Career Technical Education courses.

There were no questions or comments from the Board.

2. School, District and State Report Card Release
   This item was provided in the agenda materials as an information item.

State Superintendent of Public Instruction, Ms. Sherri Ybarra, introduced the item and then invited the Director of Assessment and Accountability for the State Department of Education, Ms. Karlynn Laraway, to provide a demonstration of the newly designed state and school report card.

At the conclusion of the demonstration, Board member Scoggin asked if the Board's Data Dashboard should be embedded with the report card presented today to which Dr. Clark

responded the intent is for the state and school report card to be linked to the Board's Data Dashboard.

There were no additional questions or comments from the Board.

3. Idaho Reading Indicator Update
   This item was provided in the agenda materials as an information item.

State Superintendent of Public Instruction, Ms. Sherri Ybarra, introduced the item and then invited the Director of Assessment and Accountability for the State Department of Education, Ms. Karlynn Laraway, to provide the results for the fall 2018 Idaho Reading Indicator (IRI) Assessment.

Ms. Laraway reported the new Istation Early Reading Assessment (ISIP ER) was administered to 87,929 students in fall 2018 for the first time to students in grades Kindergarten through Grade 3. The statewide results for all students show 52.3% were at grade level, 24.07% were near grade level and 23.40% were below grade level. When viewed by grade level, less than half of Kindergarten and Grade 1 students, statewide, were at grade level, compared to approximately 60% of Grade 2 and Grade 3 students at grade level.

There were no questions or comments from the Board.

4. Parent and Staff Engagement and Satisfaction Survey

BOARD ACTION
M/S (Ybarra/Critchfield): I move to approve the parent and staff survey items as presented in Attachments 2 and 3 and to administer the parent and staff surveys beginning in the 2018-2019 school year. The motion carried 8-0.

State Superintendent of Public Instruction, Ms. Sherri Ybarra, introduced the item and then invited the Director of Assessment and Accountability for the State Department of Education, Ms. Karlynn Laraway, to update the Board with the final questions for the parent and staff surveys.

There were no questions or comments from the Board.

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

BOARD ACTION
M/S (Ybarra/Hill): To accept the recommendation of the hearing officer and to deny the petition for excision and annexation of property from Freemont County School District 215 to Sugar-Salem School District 322. The motion carried 8-0.

State Superintendent of Public Instruction, Ms. Sherri Ybarra, introduced the item and reminded Board members should the recommendation of the hearing officer be accepted, the petition for annexation from Fremont County School District 215 to Sugar-Salem School District 322 will be denied.

There were no questions or comments from the Board.

6. Professional Standards Commission Annual Report 2017-2018

BOARD ACTION
M/S (Ybarra/Critchfield): To accept the Professional Standards Commission 2017-2018 Annual Report as submitted in Attachment 2. The motion carried 8-0.

State Superintendent of Public Instruction, Ms. Sherri Ybarra, introduced the item and then invited the Director of Certification and Professional Standards for the State Department of Education, Ms. Lisa Colon-Durham, to provide the Professional Standards Commission 2017-2018 Annual Report to the Board.

Ms. Colon-Durham reported that for the 2017-2018 school year, the number of alternative authorizations issued continues to increase, as well as an increase in inappropriate conduct with students and substance abuse.

Board President Clark commented on the increase in the number of educators seeking certification through an alternate route and asked how these individuals know the type of certification needed to fill certain positions. Ms. Colon-Durham responded the State Department of Education (SDE) is reaching out to these individuals through career fairs in partnership with the Department of Labor, direct communication between the school districts and SDE staff, and also through an increased effort by SDE staff to attend the states regional superintendent meetings to distribute information and answer questions.

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)(d), Idaho Code, "to consider records that are exempt from disclosure as provided in Chapter 1, Title 74, Idaho Code." and to meet in executive session pursuant to Section 74-206(1)(c), Idaho Code, "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 8-0.

Board members entered in to Executive Session at 4:17 pm (MST).

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

Board members exited Execution Session at 5:04pm (MST) when they recessed for the evening.

Thursday, December 20, 2018 8:00 a.m. (MST), College of Western Idaho, at Boise State University, Student Union Building – Simplot Ballroom, Boise, Idaho.

Board President Dr. Linda Clark called the meeting to order at 8:00am (MST) for regularly scheduled business. There were four (4) participants for Open Forum.

OPEN FORUM

Mr. Ladd Edmo, Vice-Chairman of the Shoshone-Bannock Tribes Fort Hall Business Council, Mr. Timothy Haskett, Shoshone-Bannock Tribes Scholarship Recipient, Ms. Yvonne Warjack, Shoshone-Bannock Tribes Scholarship Recipient and Dr. Larry Murillo, Shoshone-Bannock Tribes 477 EET Program Director addressed the Board to encourage Board members to approve the proposed amendment to Board policy Section V.R.3.,a. to lower tuition for American Indian students effective for the 2019-2020 academic year.

CONSENT AGENDA

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

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

1. Boise State University – Conveyance of Easement to Ada County Highway District

BOARD ACTION
M/S (Critchfield/Soltman): By unanimous consent to approve the request by Boise State University to grant an easement to the Ada County Highway District (ACHD) in Dona Larsen Park for the purpose of creating a pedestrian pathway in substantial conformance with the attached agreement. The motion carried 8-0.

2. University of Idaho – Sublease at the Idaho Water Center with United HealthCare Services, Inc.

BOARD ACTION
M/S (Critchfield/Soltman): By unanimous consent to approve the sublease between the Board of Regents of the University of Idaho and United HealthCare Services, Inc. in substantial conformance to the form submitted to the Board in Attachment 1 and to authorize the University's Vice President for Finance and Administration to execute the Sublease and any related transactional documents. The motion carried 8-0.

3. University of Idaho – Request for Approval to Construct West Campus Utilities Improvements

BOARD ACTION
M/S (Critchfield/Soltman): To approve the request by the University of Idaho to implement the bid, award and construction phases of a Capital Project to construct a proposed West Campus Utilities Distribution Systems and Infrastructure Improvements and Expansion, Phase One, on the main campus of the University of Idaho, Moscow, Idaho for a total cost of $3,500,000, as described in the materials submitted to the Board. Authorization includes the authority to execute all necessary and requisite consulting and vendor contracts to fully implement the bid award and construction phases of the project. The motion carried 8-0.

Planning, Policy and Governmental Affairs (PPGA)

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

5. Lewis-Clark State College – Facilities Naming – Career Technical Education Center – "Schweitzer Career & Technical Education Center"

BOARD ACTION
M/S (Critchfield/Soltman): By unanimous consent to approve the request by Lewis-Clark State College to name the future Career Technical Education Facility the "Schweitzer Career & Technical Education Center". The motion carried 8-0.

State Department of Education (SDE)

6. Professional Standards Commission – Emergency Provisional Certificates

BOARD ACTION

M/S (Critchfield/Soltman): By unanimous consent to approve the request by the Professional Standards Commission for the one-year emergency provisional certificates for Michelle Chung, Carie Brackenbury, Grace Campos, Erin Ramirez, Ana Carpenter, Kayla Martens, Kodette Parkins-Hansen, Chris Perrigot, Cami Pratt, Linsey Bair, Amanda Bishop, Diana Cayler, Jared Sene, Mikalynn Amos, Mari Nelson, Alyson Sauer, Hannah Ziegler, Paul Henderson, Hannah Meyerhoeffer, Marika Clough, Lonnie Funkhouser and Kirstin Wert to teach the content area and grade ranges at the specified school districts as provided herein for the 2018-2019 school year. The motion carried 8-0.

AUDIT

1. College and University FY2018 Audit Findings Reported by the Idaho State Board of Education's External Auditor

BOARD ACTION
M/S (Scoggin/Westerberg): To accept from the Audit Committee the Fiscal Year 2018 Financial Audit Reports for Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and Eastern Idaho Technical College, as submitted by Moss Adams, LLP in Attachment 1. The motion carried 8-0.

Audit Committee Chair, Mr. Andrew Scoggin, introduced the item and then invited the Board's Chief Fiscal Officer, Dr. Carson Howell, to provide an overview of the report findings to the Board.

Dr. Howell reported the Board has contracted with Moss Adams LLP, an independent certified public accounting firm, to conduct the annual financial audits of Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and Eastern Idaho Technical College. The financial audits for FY2018 were conducted in accordance with Generally Accepted Government Auditing Standards and include an auditor's opinion on the basic financial statements prepared by each of the five institutions. There was one significant deficiency for Eastern Idaho Technical College related to federal Student Financial Assistance. For University of Idaho there was one material weakness identified for lack of adequate accounting controls over library materials and a significant deficiency in internal controls over major federal programs. All of the findings have since been addressed.

There were no questions or comments from the Board.

2. FY2018 College and Universities' Financial Ratios
   This item was provided in the agenda materials as an information item.

Audit Committee Chair, Mr. Andrew Scoggin, introduced the item and then invited the Board's Chief Fiscal Officer, Dr. Carson Howell, to provide an overview of the FY2018 College and Universities' Financial Ratios to the Board.

Dr. Howell reported the ratios presented measure the financial health of each institution and include a Composite Financial Index based on four key ratios designed to measure financial activity and key trends within an institution over time.

There were no questions or comments from the Board.

3. FY2018 College and Universities' Unrestricted Net Position Balances
   This item was provided in the agenda materials as an information item.

Audit Committee Chair, Mr. Andrew Scoggin, introduced the item and then invited the Board's Chief Fiscal Officer, Dr. Carson Howell, to provide an overview of the FY2018 College and Universities' Unrestricted Net Position Balances to the Board.

Dr. Howell reported the net position balances provide a tool to gauge the amount and types of assets held by an institution. An analysis of unrestricted expendable assets provides insights into some of the reserves which might be available in order for an institution to meet emergency needs. The volatility of state funding as well as fluctuations in enrolment and tuition revenue necessitates that institutions maintain fund balances sufficient to stabilize their operating budgets. Board Policy V.B. sets a minimum target reserve of 5%. Idaho State University and Lewis-Clark State College met the Board's 5% reserve target in FY2018. Boise State University's commitments against unrestricted net position indicates that net position available for emergencies is 3.75%. The University of Idaho reported a negative $6.6 million for its unrestricted available net position, which results in a negative ratio of 1.6% unrestricted available net position for FY2018 operating expenses.

Board member Soltman asked for the University of Idaho (UI) if the GASB Standards 74/75 for the University's Other Post-Employment Benefits (OPEB) liability for its retiree health and life insurance benefits was a one-time expenditure or an ongoing liability. Vice President for Finance and Administration for the University of Idaho, Mr. Brian Foisy, responded UI expects for this liability to be a one-time expenditure. Board member Scoggin asked UI if there are any strategic moves or plans in place to respond to the operating deficit. Mr. Foisy responded UI will take one-time and base budget reductions, primarily in the General Education Fund, in the coming fiscal year to address the three major items contributing to the negative unrestricted net position balance; the underlying net operating loss of $21 million, GASB Standards change of $35 million, and the fringe benefit rate.

Board member Hill asked if the operating deficit was due to enrollment being below expectation or unexpected costs that will continue to affect the University's position. Mr. Foisy responded both and in response UI shared with the campus community the current budget was not viable and a new model would be developed.

There were no additional questions or comments from the Board.

BUSINESS AFFAIRS AND HUMAN RESOURCES (BAHR)

Section I – Human Resources

1. Board Policy II.H. – Coaches and Athletic Directors – First Reading

BOARD ACTION
M/S (Atchley/Critchfield): To approve the amendments to the single-year and multi-year model contracts for coaches as presented in Attachments 2 and 3. The motion carried 8-0.

AND

M/S (Atchley/Hill): To approve the first reading of Board Governing Policy and Procedures II.H., Coaches and Athletic Directors, as presented in Attachment 1. The motion carried 8-0.

Business Affairs and Human Resources (BAHR) Committee Chair, Ms. Emma Atchley introduced the item sharing with Board members the proposed changes to Board Policy II.H. updates the Board approved model contract for coaches. Board member Westerberg commented the proposed policy changes have been well drafted and include liquidated damage advice to the institutions that have been well structured, however, the BAHR committee has reviewed contracts over the last two (2) months with liquidated damages well below benchmarks for their conferences. Mr. Westerberg then requested unanimous consent for the Athletic Committee to look at the issue of liquidated damages and meet with the institutions to address these concerns prior to the second reading of the policy. There were no objections.

There were no additional questions or comments from the Board.

2. Boise State University – Amendment to Multi-Year Contract for Gordon Presnell, – Head Women's Basketball Coach

BOARD ACTION
M/S (Atchley/Critchfield): To approve the request by Boise State University to amend the multi-year agreement with Gordon Presnell, Head Women's Basketball Coach with a term from August 13, 2017 and terminating March 31, 2022, as proposed in Attachment 1. The motion carried 8-0.

Business Affairs and Human Resources (BAHR) Committee Chair, Ms. Emma Atchley, introduced the item and shared with Board members the salary from the current contract is unchanged, however the incentive structure changed and now requires Board approval.

There were no questions or comments from the Board.

Section II – Finance

1. Board Policy V.R. – Establishment of Fees – Second Reading

BOARD ACTION
M/S (--/--): To approve the second reading of the proposed amendment to Board policy V.R., Establishment of Fees, as presented in Attachment 1. This item was returned to the Business Affairs and Human Resources Committee for further review and analysis. No action was taken by the Board.

Business Affairs and Human Resources (BAHR) Committee Chair, Ms. Emma Atchley, introduced the item, and shared with the Board the BAHR Committee's conclusion the item needed further review and analysis and requested unanimous consent to return the item to the BAHR Committee. There were no objections.

2. Program Prioritization Update
   This item was provided in the agenda materials as an information item.

Business Affairs and Human Resources (BAHR) Committee Chair, Ms. Emma Atchley, introduced the item and shared with Board members program prioritization was implemented by the Board in 2013. The annual updates provide the Board with assurances of consistency and the institutions with a process to objectively review program efficiency and effectiveness.

The Board's Chief Fiscal Officer, Dr. Carson Howell, reminded Board members the annual request for program prioritization is currently within Board Policy V.B. and is it the preference of the Board to keep program prioritization under Board Policy V.B. or to align the annual request with the program approval process under Board Policy III.

The Board requested, by unanimous consent, a change in Board policy to move Program Prioritization to Board Policy III.

3. Dual Credit Cost Study
   This item was provided in the agenda materials as an information item.

Business Affairs and Human Resources (BAHR) Committee Chair, Ms. Emma Atchley, introduced the item and shared with Board members the purpose of the study was to inform the Board on the actual costs of dual credit. She then invited the Board's Chief Fiscal Officer, Dr. Carson Howell, to share the results of the cost study with the Board.

Dr. Howell reported Board staff, in consultation with the institutions, developed a common methodology to evaluate the costs at each institution. Based on the methodology developed, the institutions experienced a range of net revenue/cost for dual credit. Before indirect expenses the range is from a net gain of $35.68 per credit hour to a net loss of $3.00 per credit hour, and after indirect expenses the range is from a net gain of $12.18

per credit hour to a net loss of $47.66 per credit hour. The Board expressed a desire for Board staff and institutions to explore ways for dual credit offerings to be more consistent and uniform across the institutions, high schools, and dual credit offerings and to return to the Board with a recommendation for the dual credit fee.

There were no additional questions or comments from the Board.

4. FY2020 Permanent Building Fund Advisory Council Recommendations
   This item was provided in the agenda materials as an information item.

Business Affairs and Human Resources (BAHR) Committee Chair, Ms. Emma Atchley, introduced the item and shared with the Board the Permanent Building Fund Advisory Council (PBFAC) FY2020 recommendations for higher education conform to the Governor's emphasis on deferred maintenance and that none of the Permanent Building Fund (PBF) requests by the colleges and universities for capital projects were recommended for PBF support.

There were no questions or comments from the Board.

5. Idaho State University – Funding and Construction of Phase I of the EAMES Building Remodel Project

BOARD ACTION
M/S (Atchley/Critchfield): To approve Idaho State University's request, pending JFAC approval, to reallocate the $10M dollars of funding from Gale Life Sciences to the EAMES project, and to allow Idaho State University to begin construction of Phase I of the EAMES Building remodel for moving College of Technology programs at a total project cost not to exceed $13.3M. The motion carried 8-0.

Business Affairs and Human Resources (BAHR) Committee Chair, Ms. Emma Atchley, introduced the item and then invited Idaho State University (ISU) Interim Vice President for Finance, Mr. Brian Hickenlooper, to provide an overview of the request to the Board.

Mr. Hickenlooper reported the request before the Board was to approve moving the $10M dollars appropriated for the Gale Life Science building remodel, and $3.3M of institutional funds from reserves, to the remodel of the EAMES Building. After the appropriation for the Gale Life Science building remodel was received, the estimate from the contractor to complete the renovation was significantly higher than the appropriation received. Approval of this request would provide for collocation of several College of Technology programs in one building.

Board member Scoggin asked if Idaho State University had a long term plan for the Gale Life Sciences building. Mr. Hickenlooper responded further assessment of the building is needed to see what upgrades would be required, however, ISU still needs the facility to provide services for students.

There were no additional questions or comments from the Board.

6. Idaho State University – Interim Master Plan – Idaho Falls Campus

BOARD ACTION
M/S (Atchley/Hill): To approve the Interim Master Plan for Idaho State University's Idaho Falls Campus as proposed in Attachment 2. The motion carried 8-0.

Business Affairs and Human Resources (BAHR) Committee Chair, Ms. Emma Atchley, introduced the item and then invited Idaho State University (ISU) President, Mr. Kevin Satterlee, to provide an overview of the request to the Board.

President Satterlee reported ISU has worked closely with the University of Idaho, the City of Idaho Falls, the Idaho National Laboratory (INL) and members of the Idaho Congressional Delegation the legislature to develop a more meaningful connection between Idaho State University/University of Idaho Higher Education Center campus with the Idaho National Laboratory.

Board member Hill expressed his approval of the plan and the integration of the INL with ISU and UI and the benefit this will have for the local community. Dr. Hill then asked if there is a possibility for incubating a business park as part of the master plan. President Satterlee confirmed there is a plan for a business park on the site and is provided for in the master plan developed by INL. He added the ISU Foundation owns a single parcel of land to the north that could be utilized for a higher education purpose in the middle of the INL site.

There were no additional questions or comments from the Board.

7. Huron Consulting Report
   This item was provided in the agenda materials as an information item.

This was a time certain item on the agenda for 1:00pm MST.
Business Affairs and Human Resources (BAHR) Committee Chair, Ms. Emma Atchley, introduced the item and reminded Board members of the recommendation from the Governor's Higher Education Task Force to drive efficiencies, cost savings, and a higher level of service in back office functions by migrating from the current federated system of institutions to a more integrated, centralized and student-centric System. During the 2018 legislative session, $250,000 was appropriated to fund a study to identify potential areas of improvement and provide recommendations on strategies to accomplish this recommendation. Huron Consulting was selected through a competitive bid process and presented to the Board the strategies and potential savings and efficiencies identified through their analysis. Representing Huron Consulting were Mark Finlan, Jonathon Krasnov and Jeff Leinbach. A copy of the full report has been included in the agenda materials.

Huron Consulting identified a series of options and foundational decisions that would first need to be made prior to implementation of the potential efficiencies identified in the report. The report focused on three areas: labor duplication/fragmentation/span of control, purchasing power, and IT enterprise systems and their findings consisted of:

1. Near-Term Opportunities
    a. Optimized mid-level management span of control. Across all institutions, 60% to 70% of supervisors have three or fewer direct reports.
    b. Optimize staff support in functional areas (Finance, HR, Research and IT), and consolidate generalist staff.
2. Intermediate-Term Opportunities
    a. Procurement: Negotiate vendor agreements/contracts across institutions and implement eProcurement system housing shared catalogs for jointly negotiated pricing and contracts. Areas for highest savings are administrative (e.g. office supplies), scientific/medical supplies and facilities.
    b. Self-Insurance: Migrate all institutions to shared self-insurance for health insurance.
3. Long-Term Opportunities
    a. Centralize selected functional support staff (Finance, HR, IT and Research Administration)
    b. Converge into single ERP environment (two or three of the institutions likely need to upgrade to cloud-based platforms within the next 2-5 years).

At the end of the presentation the Board engaged in a discussion around how to prioritize the recommendations and proceed with the next steps.

At this time the Board recessed for 15 minutes, returning at 2:45pm MST.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS (IRSA)

1. Standing Committee Report – Higher Education Task Force Update
   This item was provided in the agenda materials as an information item.

Instruction, Research and Student Affairs (IRSA) Committee Chair, Ms. Debbie Critchfield introduced the item and reported the IRSA Committee continues to work on several key initiatives in cooperation with staff from the eight public higher education institutions and other educational state agencies.

There were no questions or comments from the Board.

2. Northwest Commission on Colleges and Universities (NWCCU)
   This item was provided in the agenda materials as an information item.

This was a time certain item on the agenda for 11:30am MST.

Instruction, Research and Student Affairs (IRSA) Committee Chair, Ms. Debbie Critchfield introduced the item and invited Dr. Sonny Ramaswamy, Northwest Commission on Colleges and Universities (NWCCU) President and Ms. Valerie Martinez, NWCCU Vice President to provide an overview of the NWCCU accreditation process to the Board.

The Board recessed for lunch, returning at 1:00pm MST.

3. Boise State University – Doctor of Philosophy, Biomedical Engineering

BOARD ACTION
M/S (Critchfield/Hill): To approve the request by Boise State University to create a new academic program that will award a Ph.D. in Biomedical Engineering as presented. The motion carried 8-0.

Instruction, Research and Student Affairs (IRSA) Committee Chair, Ms. Debbie Critchfield introduced the proposal from Boise State University (BSU) to create a new interdisciplinary program that will award a Doctor of Philosophy (Ph.D.) in Biomedical Engineering.

Board member Westerberg commented both the University of Idaho (UI) and Idaho State University (ISU) offer similar programs and asked what effect the proposal from BSU will have on these programs. Interim Provost for Boise State University (BSU), Dr. Tony Roark responded the proposed program has been designed to be complimentary to and enhance the programs at ISU and UI. Board member Hill added the IRSA Committee did review the program proposal and found it to complimentary to the existing programs at UI and ISU, however, going forward, Dr. Hill requests BSU, ISU and UI work together to develop a coordinated approach for these types of programs that will recognize the specific capabilities and ambitions of each institution.

Board member Atchley expressed her concern with BSU's enrollment projection for the proposed program, adding it has not been uncommon for institutions to overestimate program enrollment and asks what action BSU will take if the program's enrollment does not support the cost. Dr. Roark responded a sunset clause has been built into the proposal and will be utilized should actual enrollment not meet projected enrollment. Mr. Westerberg added Idaho is a resource short state and advanced programs such as the proposed Ph.D. in Biomedical Engineering, must be fully vetted by the Council on Academic Affairs and Programs (CAAP) and IRSA Committee to insure the program fits into the state's view of education.

There were no additional questions or comments from the Board.

4. Idaho State University – Master of Arts in Spanish

BOARD ACTION
M/S (Critchfield/Westerberg): To approve the request by Idaho State University to create an online, Master of Arts in Spanish as presented in Attachment 1. The motion carried 8-0.

AND

M/S (Critchfield/Westerberg): To approve the request by Idaho State University to designate an online program fee for the Master of Arts in Spanish in the amount of $330 per credit in conformance with the program budget submitted to the Board in Attachment 1. The motion carried 8-0.

Instruction, Research and Student Affairs (IRSA) Committee Chair, Ms. Debbie Critchfield introduced the proposal from Idaho State University (ISU) for a new online Master of Arts (MA) in Spanish that would operate under the guidelines of Board Policy V.R. as it pertains to wholly online programs. She then invited Executive Vice President and Provost for Idaho State University, Dr. Laura Woodworth-Ney, to present the proposal to the Board.

Dr. Woodworth-Nye reported the proposed MA in Spanish has been designed to help address a shortage of teachers qualified to teach dual credit Spanish and is structured to be a part-time program at a significantly reduced cost over the normal credit hour cost for graduate level programs and is not a self-support program. Mr. Westerberg asked if ISU has included a sunset clause in the proposal if projected enrollment is not met. Dr. Woodworth-Nye responded in the affirmative, adding if enrollment projects are not met, then the program will be closed. Board member Clark asked if ISU had any concerns about the allocation of resources needed to develop and implement the proposed MA in Spanish. Dr. Woodworth-Nye responded her office had conducted a separate analysis of the proposal and had no concerns with the resources needed to start the program.

There were no additional questions or comments from the Board.

5. Idaho State University – Master of Science in Computer Science

BOARD ACTION
M/S (Critchfield/Westerberg): To approve the request by Idaho State University to add a Master of Science in Computer Science Program as presented in Attachment 1. The motion carried 8-0.

Instruction, Research and Student Affairs (IRSA) Committee Chair, Ms. Debbie Critchfield introduced the proposal from Idaho State University (ISU) for a new Master of Science (MS) in Computer Science.

Board member Westerberg asked ISU to address Board staff concerns regarding accreditation by the Accrediting Board for Education and Technology (ABET) for ISU's undergraduate program in computer science. Executive Vice President and Provost for Idaho State University, Dr. Laura Woodworth-Ney responded the undergraduate computer science program is housed in the College of Business that is accredited under a different accrediting body. The College of Business is currently working with ABET to achieve accreditation and ISU has put forward changes in the curriculum that were needed to receive ABET accreditation. Board member Hill commented on the Board's reliance on accreditation as evidence of a program's quality and asks if ISU is confident the quality of instruction and degree will be recognized in the marketplace. Dr. Woodworth-Nye responded in the affirmative. Dr. Clark asked if ABET accreditation would be in place for the undergraduate computer science program prior to students enrolling in the Master of Science computer program. Dr. Woodworth-Nye responded ISU plans to launch the MS program fall 2019 and expects to seek accreditation status for the undergraduate program in fall 2020.

There were no additional questions or comments from the Board.

6. Idaho State University – Master of Science in Clinical Psychopharmacology

BOARD ACTION
M/S (Critchfield/Hill): To approve the request by Idaho State University to add a Master of Science in Clinical Psychopharmacology Program as presented. The motion carried 8-0.

Instruction, Research and Student Affairs (IRSA) Committee Chair, Ms. Debbie Critchfield introduced the proposal from Idaho State University (ISU) for a new Master of Science (MS) in Clinical Psychopharmacology.

There were no questions or comments from the Board.

7. Idaho State University – Master of Science in Nutrition with and without Dietetic Internship

BOARD ACTION
M/S (Critchfield/Hill): To approve the request by Idaho State University to add a Master of Science in Nutrition as presented. The motion carried 8-0.

AND

M/S (Critchfield/Hill): To approve the request by Idaho State University to designate a professional fee of $3,000 total, in conformance with the program budget submitted to the Board in Attachment 1. The motion carried 8-0.

Instruction, Research and Student Affairs (IRSA) Committee Chair, Ms. Debbie Critchfield introduced the proposal from Idaho State University (ISU) for a new Master of Science (MS) in Nutrition.

There were no questions or comments from the Board.

At this time the Board recessed for fifteen minutes, returning at 9:50 am MST.

8. Board Policy III.T. Student Athletes – Second Reading

BOARD ACTION
M/S (Critchfield/Hill): To approve the second reading of amendments to Board policy III.T.6, as presented in Attachment 1. The motion carried 8-0.

Instruction, Research and Student Affairs (IRSA) Committee Chair, Ms. Debbie Critchfield introduced the item and reported no changes from the first reading.

There were no questions or comments from the Board.

9. State Common Course List

BOARD ACTION
M/S (Critchfield/Atchley): To approve Idaho's Common Course List Effective for the 2019-2020 Academic Year, as presented. The motion carried 8-0.

Instruction, Research and Student Affairs (IRSA) Committee Chair, Ms. Debbie Critchfield introduced the item and reported Board staff, with feedback from the GEM discipline groups, state General Education committee, and the Council on Academic Affairs and Programs (CAAP) compiled the list of shared common course listings. Courses are designed at the 100 or 200 level, GEM stamped at most institutions, and maintain equivalencies across institutions consistent with the Board's Course Transfer website.

There were no questions or comments from the Board.

10. Program Enrollment Summary
    This item was provided in the agenda materials as an information item.

Instruction, Research and Student Affairs (IRSA) Committee Chair, Ms. Debbie Critchfield introduced the item. She then invited the Board's Chief Academic Officer, Dr. Randall Brumfield, to provide an overview of the program enrollment summary to the Board. Dr. Brumfield reported Boise State University Master of Athletic Leadership program, Idaho State University Master of Physician Assistant Studies program and University of Idaho Juris Doctorate Law program offered in Boise, Idaho all met the enrollment and graduation projections indicated on the program proposals submitted in 2012.

Board member Clark requested Board staff conduct an automatic midway review of new programs prior to the conclusion of the six year review period. Dr. Brumfield responded this would be considered by the IRSA committee. Board member Atchley requested a more thorough analysis of the enrollment projections submitted and if the actual enrollment meets the threshold for program viability.

There were no questions or comments from the Board.

11. Open Education Resources Timeline Update
    This item was provided in the agenda materials as an information item.

Instruction, Research and Student Affairs (IRSA) Committee Chair, Ms. Debbie Critchfield introduced the item and reported Board staff has requested guidance from the Board on the definition of "affordability" to assist institutions with their efforts to reduce textbook expenses.

Board member Hill responded with his desire for a clear definition for Open Education Resources (OER) and whether these resources are entirely free or commercial products. Board member Clark commented OER is one tool available to the Board and it is in the Board's best interest to consider additional options for reducing the costs of textbooks whether those options be free, almost free or at significantly reduced costs.

There were no additional questions or comments from the Board.

12. University of Utah – School of Medicine Annual Report
    This item was provided in the agenda materials as an information item.

Instruction, Research and Student Affairs (IRSA) Committee Chair, Ms. Debbie Critchfield introduced the item and invited the Board's Chief Academic Officer, Dr. Randall Brumfield, to provide an overview of the annual report to the Board.

Dr. Brumfield reported since July 1976, the State Board of Education has had an agreement with the University of Utah School of Medicine (UUSOM) to reserves a specific number of seats for Idaho residents at the in-state tuition and fee rate establishes by UUSOM for residents of Utah. The program provides opportunities for ten Idaho students annually to attend the UUSOM, for a total of forty Idaho students enrolled at any one time in this four-year program. As part of the Board's contract with the UUSOM, the Board receives an annual report providing program information and an overview of the four-year curriculum and clerkships. A copy of the full report has been included in the agenda materials.

There were no questions or comments from the Board.

13. Lumina Adult Promise Project
    This item was provided in the agenda materials as an information item.

Instruction, Research and Student Affairs (IRSA) Committee Chair, Ms. Debbie Critchfield introduced the item and invited the Board's Chief Academic Officer, Dr. Randall Brumfield, to provide an update on the Lumina Adult Promise Project.

Dr. Brumfield reported Board staff submitted a grant proposal to the Lumina Foundation to be considered for its "Adult Promise" efforts. In October 2018, Board staff was notified the proposal would be funded in the amount of $400,000 over a two year period. The award will provide support for several items including the delivery of student advising and educational services for adults through community libraries in ten rural underserved counties. It will also render expense for contracted services with institutions or independent service providers to launch outreach to prospective adult students in partnership with colleges, industry partners, and state and local agencies, and support efforts among faculty to develop a clear and consistent statewide articulation for awarding credit for prior learning and military experience.

Board member Hill shared feedback from his recent attendance at a National Governor's Association Workshop adding there may exist an opportunity for collaboration in the area of Prior Learning Assessment.

There were no additional questions or comments from the board.

14. Complete College America Momentum Pathways Work Plan

BOARD ACTION
M/S (Critchfield/Atchley): To adopt the updated Complete College America Game Changers as provided herein and approve the goals identified in the Work Session Tab 2, Attachment 1 prioritization and scale implementation timelines as identified below, and, for remaining goals not identified charge institutions with providing a plan and timeline to the Board at its next regularly scheduled meeting. The motion carried 8-0.

	Priority Level	Implementation Timeline
Goal 2	**High**	**Fall 2021**
Goal 5	**High**	**Fall 2021**

Instruction, Research and Student Affairs (IRSA) Committee Chair, Ms. Debbie Critchfield introduced the item and reported approval of the motion would prioritize and set a timeline for the goals discussed by the Board during the December 2018 work session.

There were no questions or comments from the Board.

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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS (PPGA)

3. Idaho Teacher of the Year – Becky Mitchell
   This item was provided in the agenda materials as an information item.

Planning, Policy and Governmental Affairs (PPGA) Committee Chair, Mr. Don Soltman, introduced the item and invited 2018 Idaho Teacher of the Year – Ms. Becky Mitchell, to discuss the areas of success she has experienced during her teaching career.

Ms. Mitchell has shown marked success with her students going on to some form of postsecondary education and shared with the Board her experiences with the Preliminary SAT (PSAT) and Scholastic Assessment Test (SAT) as well as how her students used the senior project model to help them utilize their State Fast Forward funds to prepare for the future.

Board President Clark and Board members thanked Ms. Mitchell for her service to students in Idaho.

There were no questions from the Board.

4. Public School Funding Formula Interim Committee Update
   This item was provided in the agenda materials as an information item.

Planning, Policy and Governmental Affairs (PPGA) Committee Chair, Mr. Don Soltman, introduced the item and invited Board President, Dr. Linda Clark, and Superintendent of Public Instruction, Ms. Sherri Ybarra, to provide an update to the Board.

Dr. Clark reported the proposed funding model is based on a set appropriation that is divided by the final student enrollment count after all weighting and school or district adjustments are applied. School districts have expressed concern with this model, especially how the model would impact the state's largest and smallest districts. Superintendent Ybarra reported there have been additional concerns with how the model could impact funding for the Career Ladder.

There were no questions or comments from the Board.

5. Code.org Update
   This item was provided in the agenda materials as an information item.

Planning, Policy and Governmental Affairs (PPGA) Committee Chair, Mr. Don Soltman, introduced the item and then invited the Director of State Government Affairs for Code.org, Ms. Maggie Osorio, to provide an update to the Board.

Ms. Osorio shared with the Board an overview of the Code.org professional learning program and how this program can prepare teachers to teacher computer science at the elementary through high school level.

There were no questions or comments from the Board.

6. Idaho STEM Action Center – STEM School Designation Recommendations and STEM Action Center Update
   This item was provided in the agenda materials as an information item.

BOARD ACTION
M/S (--/--): To approve the request by the STEM Action Center to designate Galileo STEM Academy and Barbara Morgan STEM Academy in West Ada School District #2, Temple View Elementary School in the Idaho Falls School District #91, and Bingham Academy Charter High School in Blackfoot Idaho with the Idaho STEM designation. This item was returned to the STEM Action Center Board for a formal recommendation. No action was taken by the Board.

Planning, Policy and Governmental Affairs (PPGA) Committee Chair, Mr. Don Soltman, introduced the item and then invited Dr. Angela Hemmingway, Executive Director for the STEM Action Center, to provide the annual update to the Board.

As part of the update, Dr. Hemmingway reported four (4) schools applied for the Idaho STEM School Designation, and all were certified through the AdvancED process: Galileo STEM Academy and Barbara Morgan STEM Academy from the West Ada School District #2, Temple View Elementary in the Idaho Falls School District #91, and Bingham Academy in the Blackfoot School District #55.

Board member Soltman asked if schools with "STEM" in their title are certified through the Idaho STEM School Designation. Dr. Hemingway responded in the negative, adding local control allows for schools to have the word "STEM" in their title, however, schools with the Idaho STEM School Designation must be approved by the Board.

There were no additional questions or comments from the Board.

7. President's Council – Student Mental Health – Mental Health Demands and Resources on Campus
   This item was provided in the agenda materials as an information item.

Planning, Policy and Governmental Affairs (PPGA) Committee Chair, Mr. Don Soltman, introduced the item and then invited the Presidents from the eight colleges and universities to provide an update to the Board.

Representing the community colleges were President Rick Aman, College of Eastern Idaho; President Jeff Fox, College of Southern Idaho; President Bert Glandon, College of Western Idaho and President Rick MacLennan, North Idaho College. Representing the

four year college and universities were Interim President Martin Schimpf, Boise State University; President Kevin Satterlee, Idaho State University; President Cynthia Pemberton, Lewis-Clark State College and President Chuck Staben, University of Idaho. Each of the eight Presidents then shared with the Board how the growing number of students reporting mental health issues has impacted the resources of their college and university counseling centers.

During the discussion, Idaho State University President, Mr. Kevin Satterlee, requested the Board consider amending Board Policy V.B. – Budget Policies to exclude student health services from the definition of auxiliary enterprises. Auxiliary Enterprises are defined as an enterprise that provides a service to students, faculty, or staff and charges a fee related to but not necessarily equal to the cost of services. Board Policy V.B. states that state appropriated funds cannot be allocated to cover any portion of the operating costs of auxiliary enterprises. A change to this policy would allow the institutions to seek state funds or to use other appropriated funds to enhance student health programs that are directly related to the physical, emotional, and/or mental health of students.

Board member Critchfield reported the Instruction, Research and Student Affairs (IRSA) Committee has been studying the student emotional learning problem to specifically identify the problem and what changes are needed to effect help students in this area.

There were no additional questions or comments from the Board.

8. Idaho State University – Faculty Senate – Constitution

BOARD ACTION
M/S (Soltman/Westerberg): To approve the request by Idaho State University to approve the proposed Faculty Senate Constitution as presented in Attachment 1. The motion carried 8-0.

Planning, Policy and Governmental Affairs (PPGA) Committee Chair, Mr. Don Soltman, introduced the item and then invited the President of Idaho State University (ISU), Mr. Kevin Satterlee, to present the item to the Board.

President Satterlee reported the proposed Faculty Senate Constitution for Idaho State University was the result of discussions between the President, faculty, and members of the Faculty Senate on how to best meet the needs of the institution. The proposed faculty senate constitution will establish procedures for shared governance and the process for making recommendations to the President and Provost of Idaho State University.

Board member Atchley complimented ISU and President Satterlee on this major accomplishment and commented approval of the document represents a new day for Idaho State University.

There were no additional questions or comments from the Board.

9. FY2018 Teacher Pipeline Report – Findings and
   This item was provided in the agenda materials as an information item.

Planning, Policy and Governmental Affairs (PPGA) Committee Chair, Mr. Don Soltman, introduced the item and then invited the Educator Effectiveness Program Manager for the Idaho State Board of Education, Ms. Christina Linder, to share the report with the Board.

Ms. Linder reported the key finding of the report is that retention, not production, is the main issue. Of the approximately 1,800 certificates issued annually, 33% do not teach in an Idaho public school. The state's attrition rate remains steady at 10%, compared to 8% nationally, and 67% of the state's attrition rate is made up of teachers leaving the teaching workforce for reasons other than retirement. The attrition rate by region has remained consistent from year to year with Regions IV and VI consistently experiencing higher than average rates of attrition possibly due in part to the rurality of those regions. The number of approvals for alternative authorizations increased 13% from FY17 to FY18 totaling 1,077 teachers, or 5.5% of Idaho's teacher population and is at a level where a red flag is waived with the U.S. Department of Education. Finally, Ms. Linder reported on average, 1,550 teachers leave Idaho public schools each year. Using the lowest replacement cost estimate of $4,400 per teacher, Idaho districts spend, on average, $6,820,000 annually to replace teachers lost to attrition. A copy of the full report has been included in the agenda materials.

Board member Soltman asked if the renewed emphasis by Idaho State University (ISU) in Region IV has made a difference with the region's teacher shortage. Ms. Linder responded the College of Southern Idaho (CSI) has done a very good job reaching out to local districts to inform them of the Competency Based Alternative Route available to potential educators however, it is Ms. Linder's belief, the work with ISU and CSI is still in the discussion phase and has not reached a point where an impact can be seen.

Board member Clark asked if there is data available from the time when Idaho had a robust mentoring program. Ms. Linder responded not to her knowledge, adding the next steps for the Educator Pipeline reporting would be to study districts with low attrition rates to see if what they are doing is making a difference.

There were no additional questions or comments from the Board.

10. Educator Preparation Program Quality Performance Measures
    This item was provided in the agenda materials as an information item.

BOARD ACTION
M/S (Soltman/Atchley): I move to accept the pilot year report of Educator Preparation Program Performance, as submitted in Attachment 1 and set the regular December 2019 Board meeting as the deadline for the full report. The motion carried 8-0.

Planning, Policy and Governmental Affairs (PPGA) Committee Chair, Mr. Don Soltman, introduced the item and then invited the Educator Effectiveness Program Manager for the Idaho State Board of Education, Ms. Christina Linder, to provide a summary of the pilot year report. A copy of the full report has been included in the agenda materials.

There were no questions or comments from the Board.

11. Educator Evaluation Review – FY2019 Instructional/Pupil Service Staff Evaluation Review – Final Report for the 2017-2018 Academic Year
    This item was provided in the agenda materials as an information item.

Planning, Policy and Governmental Affairs (PPGA) Committee Chair, Mr. Don Soltman, introduced the item and then invited the Educator Effectiveness Program Manager for the Idaho State Board of Education, Ms. Christina Linder to share the survey findings with the Board. A copy of the full report is included in the agenda materials.

Board member Clark asked if there are consequences for districts who do not participate in the evaluation review. Ms. Linder responded there is not, however, if the district is not compliant then teachers may not be considered as having an evaluation based on the Idaho evaluation framework which would make them ineligible for movement on the Career Ladder.

There were no additional questions or comments from the Board.

12. Accountability Oversight Committee – 2018 Student Achievement Report and Recommendations

Planning, Policy and Governmental Affairs (PPGA) Committee Chair, Mr. Don Soltman, introduced the item and then invited Dr. Roger Stewart, Chair of the Accountability Oversight Committee to present the annual report and recommendations to the Board. Accompanying Dr. Stewart were Ms. Alison Henken, K-12 Accountability and Projects Program Manager with the Office of the State Board of Education, and Ms. Karlynn Laraway, Director of Assessment and Accountability for the Idaho State Department of Education. A copy of the full report has been included in the agenda materials.

There were no questions or comments from the Board.

OTHER BUSINESS

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

BOARD ACTION

M/S (Scoggin/Atchley): To adjourn the meeting at 3:46pm (MST). The motion carried 7-0. Board members Critchfield and Westerberg were absent from voting.

Performance Measure - Board Meeting Update

	FY2015	FY2016	FY2017	FY2018	FY2019	Benchmark
Goal 1: EDUCATIONAL SYSTEM ALIGNMENT - Ensure that all components of the educational system are integrated and coordinated to maximize opportunities for all students.						
Objective A: Data Acess and Transparency - Support data-informed decision-making and transparency through analysis and accessibility of our public K-20 educational system.						
Development of a single K-20 data dashboard and timeline for implementation						FY2018
Objective B: Alignment and Coordination -Ensure the articular and transfer of students throughout the education pipeline.						
Percent of Idaho community college transfers who graduate from four-year institutions	2011-12 cohort	2012-13 cohort	2013-14 cohort	2014-15 cohort	2015-16 cohort	
On-time (4 years) - Full-time students	26%	26%	18%	22%	October	25% or more
Extended time (6 years) - Full time students	52%	63%	NA	NA	October	
				2010-11 cohort	2011-12 cohort	
Extended time (8 years) - Part time students	NA	NA	NA	57%	October	
Percent of postsecondary first time freshmen who graduated from an Idaho high school in the previous year requiring remedial education in math and/or language arts	2013-14 graduates	2014-15 graduates	2015-16 graduates	2016-17 graduates	2017-18 graduates	
Two-year institutions	64%	71%	60%	59%	October	Less than 55%
Four-year institutions	25%	25%	25%	25%	October	Less than 20%
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.						
	2014 cohort	2015 cohort	2016 cohort	2017 cohort	2018 cohort	
Percent of Idahoans (ages25-34) who have a college degree or certificate requiring one academic year or more of study	40%	42%	42%	42%	December	At least 60%
	2013-14 graduates	2014-15 graduates	2015-16 graduates	2016-17 graduates	2017-18 graduates	
High School Cohort Graduation Rate	77.3%	78.9%	79.7%	79.7%	80.6%	At least 95%
Percentage of new full-time degree seeking students who return (or who graduate) for second year in an Idaho postsecondary institution	Fall 2013 cohort	Fall 2014 cohort	Fall 2015 cohort	Fall 2016 cohort	Fall 2017 cohort	
Two-year institutions						
New student	54%	55%	55%	59%	October	At least 75%
Transfer	NA	NA	NA	NA	October	At least 75%
Four-year institutions						
New student	75%	74%	74%	75%	October	At least 85%
Transfer	76%	75%	75%	75%	October	At least 85%

Performance Measure - Board Meeting Update

	FY2015	FY2016	FY2017	FY2018	FY2019	Benchmark
Percent of full-time, first-time freshman graduating within 150% of time or less						
	2012-13 cohort	2013-14 cohort	2014-15 cohort	2015-16 cohort	2016-17 cohort	
Two-year institutions	18%	20%	22%	April	April	At least 50%
	2009-10 cohort	2010-11 cohort	2011-12 cohort	2012-13 cohort	2013-14 cohort	
Four-year institutions	42%	41%	42%	April	April	At least 50%
Objective B: Timely Degree Completion - Close the achievement gap, boost graduation rates and increase on-time degree completion.						
Percent of undergraduate, degree-seeking students completing 30 or more credits per academic year at the institution reporting[3]	20% to 24%	21% to 24%	22% to 25%	22% to 25%	October	TBD
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	Remedial cohort 2013-14	Remedial cohort 2014-15	Remedial cohort 2015-16	Remedial cohort 2016-17	Remedial cohort 2017-18	
English	44%	55%	65%	63%	October	TBD
Math	22%	23%	27%	30%	October	TBD
Percent of new degree-seeking freshmen completing a gateway math course within two years	2012-13 cohort 35%	2013-14 cohort 37%	2014-15 cohort 40%	2015-16 cohort 43%	2016-17 cohort October	TBD
Number of programs offering structured schedules	Measure dropped during October board meeting.					
Median number of credits earned at completion of Associate's or Baccalaureate degree program						
Transfer students						
Associate	86	88	90	94	October	69
Baccalaureate	140	138	138	138	October	138
Non-transfer students						
Associate	79	78	75	69	October	69
Baccalaureate	130	129	128	129	October	138
Objective C: Access - Increase access to Idaho's robust educational system for all Idahoans, regardless of socioeconomic status, age, or geographic locations.						
Annual number of state-funded scholarships awarded and total dollar amount						
Total Scholarships Awarded	1,787	1,798	3,491	4,543	October	At least 3,000
Armed Forces and Public Safety Officer Scholarship	5	10	10	11	October	
GEAR UP Idaho Scholarship 2	0	0	0	748	October	
Idaho Promise Scholarship – A	112	24	4	0	October	
Idaho Promise Scholarship – B	150	0	0	0	October	
Opportunity Scholarship	1,520	1,764	3,461	3,739	October	
Postsecondary Credit Scholarship	0	0	16	45	October	

Performance Measure - Board Meeting Update

	FY2015	FY2016	FY2017	FY2018	FY2019	Benchmark
Total Dollar Amount of Scholarships Awarded	$5,179,849	$5,339,800	$10,104,337	$11,509,400	October	At least $16 M
Armed Forces and Public Safety Officer Scholarship	$63,814	$176,000	$152,038	$174,497	October	
GEAR UP Idaho Scholarship 2	$0	$0	$0	$969,250	October	
Idaho Promise Scholarship – A	$159,000	$72,000	$12,000	$0	October	
Idaho Promise Scholarship – B	$67,500	$0	$0	$0	October	
Opportunity Scholarship	$4,889,535	$5,091,800	$9,919,549	$10,302,803	October	
Postsecondary Credit Scholarship	$0	$0	$20,750	$62,850	October	
	2013-14 graduates	2014-15 graduates	2015-16 graduates	2016-17 graduates	2017-18 graduates	
Proportion of postsecondary graduates with student loan debt	71%	66%	66%	60%	October	Less than 50%
Percentage of Idaho high school graduates meeting college placement/entrance exam college readiness benchmarks	2015 graduates	2016 graduates	2017 graduates	2018 graduates	2019 graduates	
ACT	36%	36%	33%	34%	December	At least 60%
SAT	25%	Test changed	34%	33%	December	At least 60%
Percent of high school graduates who participated in one or more advanced opportunities[1]	2015 graduates	2016 graduates	2017 graduates	2018 graduates	2019 graduates	
Any Advanced Opportunities	84%	88%	90%	90%	October	At least 80%
Specific Advanced Opportunities						
Advanced Placement	41%	40%	39%	40%	October	
International Baccalaureate	8%	7%	3%	2%	October	
Dual Credit	43%	46%	53%	55%	October	
Tech Prep	40%	55%	62%	59%	October	
Industry Certification	NA	NA	NA	2%	October	
Percent of dual credit students who graduate high school with an Associate's Degree	1%	1%	1%	NA	October	At least 3%
Percent of students who complete the Free Application for Federal Student Aid (FAFSA)	NA	NA	45%	43%	June	TBD
Percent of high school graduates who enroll in a postsecondary institution	2014 graduates	2015 graduates	2016 graduates	2017 graduates	2018 graduates	
Within 12 months of high school graduation	53%	53%	53%	50%	February	At least 60%
	2012 graduates	2013 graduates	2014 graduates	2015 graduates	2016 graduates	
Within 36 months of high school graduation	NA	NA	64%	64%	February	At least 80%
Percent cost of attendance (to the student)	3%	1%	3%	-1%	October	Less than 4%
Average net cost to attend public institution.	FY2014	FY2015	FY2016	FY2017	FY2018	
Four-year institutions	108%	101%	93%	96%	February	90% of peers

Performance Measure - Board Meeting Update

	FY2015	FY2016	FY2017	FY2018	FY2019	Benchmark
	FY2014	FY2015	FY2016	FY2017	FY2018	
Expense per student FTE	$24,512	$23,758	$22,140	$21,187	April	Less than $20,000
Number of degrees produced	14,026	14,409	14,725	15,234	October	At least 15,000
Goal 3: WORKFOCE 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.						
Percentage of students participating in internships	5%	5%	5%	5%	October	At least 10%
Percentage of undergraduate students participating in undergraduate research.						
BSU	29%	35%	37%	37%	October	Greater than 40%
ISU	41%	45%	45%	45%	October	Greater than 50%
UI	61%	59%	65%	61%	October	Greater than 60%
Increase in postsecondary programs tied to workforce needs	6	16	11	14	October	10
Objective B: Medical Education - Deliver relevant education that meets the health care needs of Idaho and the region.						
Number of University of Utah Medical School or WWAMI graduates who are residents in one of Idaho's graduate medical education programs.	NA	NA	4	8	October	8
Idaho graduates who participated in one of the state sponsored medical programs who returned to Idaho[2]	NA	NA	50%	51%	October	At least 60%
Percentage of Family Medicine Residency graduates practicing in Idaho						
Boise	43%	47%	56%	53%	October	At least 60%
ISU	86%	43%	71%	29%	October	At least 60%
CDA	NA	NA	50%	83%	October	At least 60%
Percentage of Psychiatry Residency Program graduates practicing in Idaho.	NA	NA	NA	NA	October	At least 50%
Medical related postsecondary programs (other than nursing)	NA	85	102	108	October	100

Notes: (1) The Department of Education calculates the overall participation rate as well as the participation rates for Advanced Placement, International Baccalaureate, Technical Competency Credit, and Industry Certification. The State Board of Education calculates the participation rate for Dual Credit.
(2) At this time, this only includes WWAMI graduates
(3) A range is given as there were issues with one institution's data submission.

SUBJECT

Idaho Workforce Projections Update and Degree Production Targets

REFERENCE

August 2010	Board adopted 60% college attainment production goal based on the report from Georgetown University's Center on Education and the Workforce projections for Idaho's workforce needs in 2018.
August 2011	Board was presented with details around projections toward meeting the 60% college attainment goal as a population goal vs. production goal and assumptions necessary for developing productions (out-migration, in-migration, etc.)
October 2011	Board reviewed degree production projections by institution that would be needed to reach the 60% degree attainment goal by 2020.
December 2011	Board was presented with annual credential-level projection on degree production increases the public institutions would need to meet to achieve the 60% goal by 2020.
June 2012	Board set statewide targets for degree production to meet Board's 60% goal (1 year certs 2,400 by 2020, associates 7,500 by 2020, bachelors 9,700 by 2020).
August 2013	Board reviewed updated report data on Idaho's projected workforce need from Georgetown University's Center on Education and the Workforce (67.6% of jobs will requires some college, an associate's degree, a bachelor's degree or higher by 2020).
February 2014	Board was presented with Idaho Business for Education 2018 Workforce Need Employer Survey results.
December 2015	Board received update on progress toward 60% educational attainment goal and areas for consideration as policy levers for increasing degree production and approved the updated K-20 Education Strategic Plan including adjustment to level of credential benchmarks.
December 2016	Board reviewed and discussed amendments to the Board's FY18-FY22 K-20 Education Strategic plan and approved amendments to the Board's FY18-FY22 Higher Education Research Strategic Plan.
August 2017	Board discussed in detail goal one and possible amendments to the K-20 Education strategic plan and requested the Planning, Policy and Governmental Affairs Committee continue the work and bring back proposed amendments to the Board for consideration.
December 2017	Board discussed and requested additional changes to the Board's new strategic plan.

February 2018	Board approved new K-20 Education Strategic Plan (FY20-FY24) significantly rewriting the Goals, Objectives, and Performance Measures.
October 2018	Board reviewed the K-20 Educational System performance measures and directed staff to remove a number of performance measures and bring forward annual degree production targets for consideration in the updated K-20 Education Strategic Plan for the December 2018 Board meeting
December 2018	Board reviewed the Board's educational attainment goal and degree production targets needed to meet the Goal.

BACKGROUND/ DISCUSSION

At the October 2018 Regular Board meeting as part of the K-20 Education Performance Measure discussion, the Board directed staff to bring forward annual production targets by credential level and institution that would be needed to help Idaho meet the population based educational attainment goal of 60% of Idahoans (ages 25-34) will have a college degree or certificate requiring one academic year or more of study. Proposed targets were brought back for discussion during the December 2018 Regular Board meeting.

The original target, approved in 2010, of 60% was set by the Board based on the Georgetown University's Center on Education and the Workforce State-Level Analysis of Projections of Jobs and Education Requirements through 2018 (published June 2010). The report projected 61% of jobs in Idaho would require some postsecondary training beyond high school in 2018. The Center projected Idaho's needed education levels at:

Idaho Employment Projections for 2018 by

Education Level	2018 jobs	Percent
Did not graduate high school	84,000	10.20%
High school graduates	235,000	28.55%
Some college, no degree	222,000	26.91%
Associate's degree	81,000	9.81%
Bachelor's degree	146,000	17.74%
Graduate degree	55,000	6.68%

In June 2013, the Center on Education and the Workforce Center updated its projections. The new analysis projected 68% of the jobs in Idaho would require postsecondary education. The Center divides postsecondary education levels by: Some College/No Degree, Associate's Degree, Bachelor's Degree, and Master's Degree or Better. Credentials less than an associate's degree would fall under the Some College/No Degree category. The Board's inclusion of certificates of one academic year or more as part of its 60% Goal are extrapolated from the Some College, No Degree taking into consideration the lower benchmark (60%) than the 61% projected by the Center.

In 2013, Idaho Business for Education (IBE) conducted a survey of Idaho businesses and their projected workforce needs. IBE's survey results affirmed the Board's current Educational Attainment Goal and was in alignment with the updated Georgetown University Center on Education and the Workforce research showing that by 2020, 67% of the jobs in Idaho would require some form of postsecondary degree or credential. While both the survey and the Center showed a need for increased postsecondary attainment at all levels, the survey found the largest attainment gap was at the baccalaureate level and the updated Georgetown Study identified the highest areas of growth at the baccalaureate or higher levels.

Additionally, the Higher Education Task Force recommended the Board restate the 60% and "establish a clear, credible, and measureable roadmap on how Idaho gets to the 60% Goal." The original "60% Goal" as established is a population goal. The goal is impacted not only by the degrees produced at Idaho postsecondary institutions, but also by the degree level and age of individuals that move into the state and move out of the state. The Higher Education Task Force recommended the following language:

> "By the year 2025, Idaho's colleges and universities will award enough degrees and certificates to meet the education and forecasted workforce needs of all Idaho citizens necessary to survive and thrive in the changing economy and that by June 30, 2025, 60% of the state's citizens between the ages of 25-34 shall have a postsecondary education (1,2,4, or more)".

Population targets are very difficult to impact; there are many factors that go into the increase or the decrease of the educational level of the people that live in Idaho. The majority of which are not under the Board's influence or control. The most significant being the in-migration and out-migration of individuals. As an example, competitive salaries and the availability of employment opportunities in high wage areas often influence an individual's decision to stay in Idaho or move to another state after obtaining their postsecondary credential in Idaho. The Board directly influences neither of these.

The original workforce projections used for setting the "60% Goal" in 2018 were based on 2018 projections. With the recession and subsequent recovery over the past eight years, Idaho's workforce needs have changed. Conducting a new analysis at this time will allow the Board to set production targets that are up-to-date and meaningful.

IMPACT

The Work Session will be used to discuss different methodologies for determining Idaho's future workforce needs and set credential production targets for Idaho's public colleges and universities.

ATTACHMENTS

Attachment 1 – Updated Educational Workforce Need Projections and Postsecondary Credential Targets

STAFF COMMENTS AND RECOMMENDATIONS

Idaho's workforce educational needs can be broken out into seven levels of educational attainment: less than high school, high school diploma, some college/credential less than one year, certificate of one academic year or more, associates degree, baccalaureate degree, and graduate degree. Additionally, the workforce is made up of multiple age bands: individuals under 18, 18-24, 25-34, 35-64, and those over 64. The Board's original 60% Educational Attainment goal focused on 25-34 year-olds and set 60% for those with a certificate or degree of one academic year or more, with the remaining 40% of the age band made up of individuals credentials of less than a certificate of one year or more.

Workforce Pipeline/Board Goals

Age Range	Less than High School	High School Diploma	Some College/ Credential Less Than One Year	Certificate 1 Yr or More	Associates Degree	Bachelor's Degree	Graduate Degree
18-24							
25-34	40 % of 25-34 Year Olds			60% of 25-34 Year Olds			
35+							

Some College/Credential Less Than One Year includes individuals who have had some form of postsecondary education but less that a certificate of one year or more. This group is made up of adult learners with some college and no degree, individuals with micro credentials, badges or workforce training, and could include individuals who have entered military service and received training but no postsecondary certificate or degree. When this category is combined with Less than High School and High School Diploma, those who have participated in internships or apprenticeships that did not include some form of postsecondary certification are also captured. While there has been much focus on the group captured by the "60% goal" there has been increasing focus in recent years to look at training and credentials that also meet Idaho's workforce needs and fall in the 40% side of the spectrum. In refining targets for meeting the "60% goal" the Board may also want to set a target for Some College/Credential Less Than One Year or percentages for each of the other categories that make up the whole spectrum of workforce skills.

During the Work Session, staff will provide the Board with an updated analysis of Idaho's workforce educational attainment needs. Attachment 1 looks at the educational attainment needed for entry into the current workforce (2016 Department of Labor data) and projections based on the current workforce for 2026 and then based on a comparison or "aspirational" state's educational needs. For comparison purposes, Oregon was selected. The State of Oregon has a

similar combination of agricultural and non-agricultural jobs, and experiences similar challenges with much of the state being rural with areas of high population density. Additionally, Oregon is located within Idaho's region and has a larger science, technology, engineering, and math (STEM) economic base. The large proportion of STEM jobs available in Oregon is in alignment with the focus Idaho has had in increasing the STEM workforce and STEM jobs in Idaho.

The STEM occupations used in the analysis are those that align with the traditional academic definition of STEM that the Board currently uses in the K-20 Education Strategic plan. This definition does not include STEM medical occupations. Due to the large medical workforce in parts of Idaho, STEM medical occupation projections have been included as a separate category.

The analysis also looks at two types of methodology, the education level needed to enter an occupation and the education level held by individuals working in the occupation. When looking at STEM occupations the data indicates individuals in STEM occupations in Idaho have lower level credentials then those required nationally. This is an indicator that the Idaho workforce does not currently meet the needs of STEM employers in the state.

For purposes of this analysis and better alignment with levels identified in workforce projections the educational categories used are: high school diploma or equivalent, postsecondary non-degree award, associates' degree, bachelor's degree, master's degree, doctoral or professional degree. The analysis also looks at the educational attainment levels for 25 to 34 year olds, 35 to 64 year olds and 25 to 64 year olds.

To help with setting institutional production targets, projected employment volumes are further broken out by region to allow for the community college targets to be based on regional needs and the four-year institutions production targets to be based on statewide needs.

Staff will walk the Board through the analysis provided in Attachment 1. The purpose of the discussion is to determine which methodology and age group the Board would like to base the production targets on, provide feedback on the age range that the Board would like to use moving forward and to provide guidance on how the Board would like the production targets to be set. Institutional specific targets based on credential level will be brought back to the Board no later than the April Board meeting for formal Board action. Any statewide targets will be incorporated into the K-20 Education Strategic Plan for the Board's consideration as part of the Planning, Policy and Governmental Affairs portion of the agenda during this meeting.

BOARD ACTION

This item is for informational purposes only.

Attachment 1

Idaho's Educational Attainment Goal

Created by: Cate Collins

Created Date: January 14, 2019

- Idaho's Current Employment & Educational Attainment
- Idaho's Educational Attainment
- Idaho Compared to the United States
- Idaho Occupations
  - Projections: Occupations
    - Typical Education Needed for Entry
    - Educational Attainment of Population in Occupations
  - Occupations Requiring Some Postsecondary Education
- Idaho Education Completions
  - Possible Gaps in Education Completions Production
  - Projections: Education Completions Required to Fill The Gap
  - Projections: Education Completions at Base
- Appendix
  - Assumptions & Limitations
  - Code Mappings
  - Data Sources
  - Dictionary
  - Bibliography

Last Revised: 2019-02-05

For this study:

- Idaho's population estimates use the U.S. Census Bureau, American Community Survey (ACS); Public Use Microdata Samples (PUMS) 5-Year Estimates; 2012-2016, subset by age with a range of 25 to 64.
- Idaho's occupational data, including actual employment and projections, use the Idaho Department of Labor (IDL); Occupational Projections, Idaho; 2016-2026.
- SOC codes for occupations use the Bureau of Labor Statistics, Office of Occupational Statistics and Employment Projections; National Employment Matrix Occupational Coverage ; As of 10/24/2017
- Idaho education production data use the Integrated Postsecondary Education Data System (IPEDS); IPEDS Completions Survey, Awards/degrees conferred by program (6-digit CIP code), by award level; July 1, 2016 to June 30, 2017, subset by "control of institution" being Public and "level of institution" being Four or more years, At least 2 but less than 4 years.

See Appendix below for further detail on data sources

Idaho's Current Employment & Educational Attainment

Idaho's occupations with typical education needed for entry requiring:

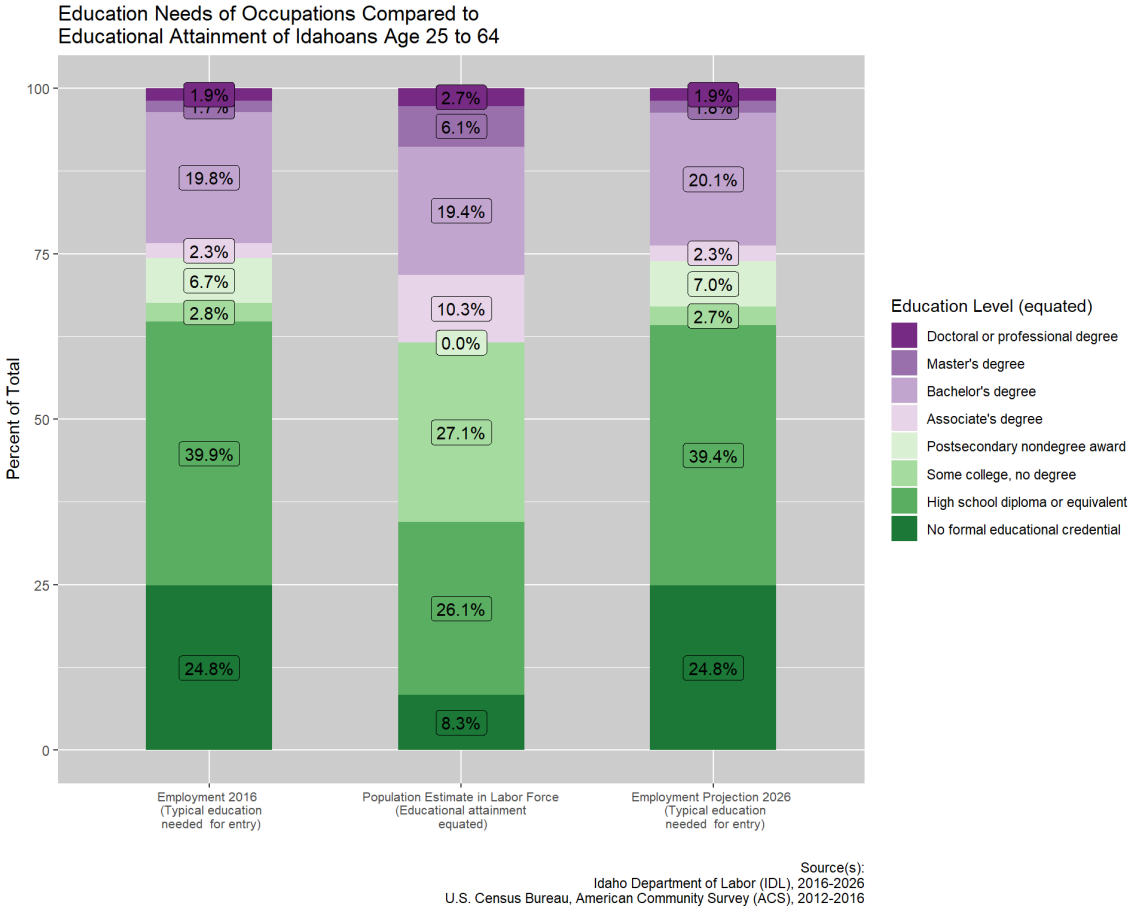
- Bachelor's degree and above is 23%.
- Associate's degree and above is 26%.
- Postsecondary nondegree award and above is 32%.
- Some college, no degree and above is 35%.

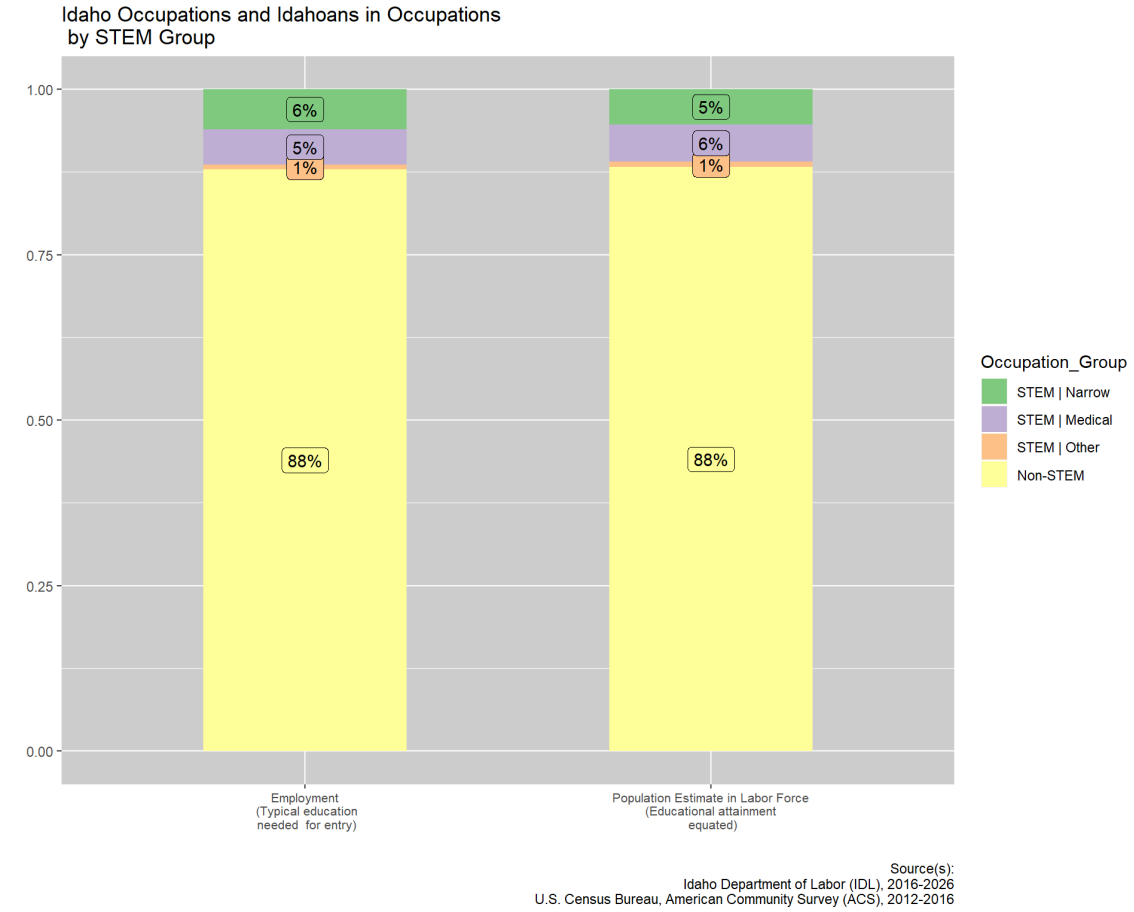
Idaho's postsecondary educational attainment of residents between the ages of 25 and 64 with a:

- Bachelor's degree and above is 27%.
- Associate's degree and above is 37%.
- Some college, no degree and above is 63%.

No direct analog exists for "Postsecondary nondegree award"; however the argument could be made that "Some college, but less than 1 year"" and "1 or more years of college credit, no degree" could be mapped (equated) to "Postsecondary nondegree award". *See Appendix for further detail on mapping "Educational attainment" categories to "Typical education needed for entry".*

Attachment 1





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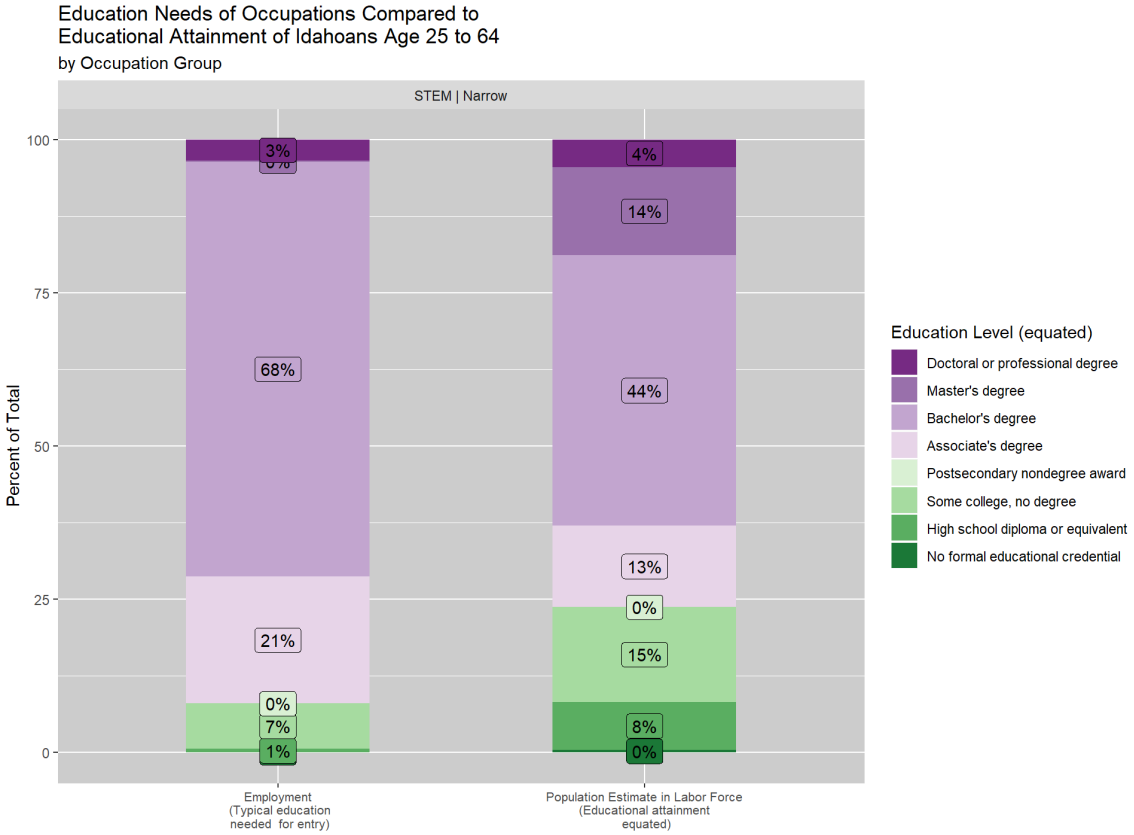

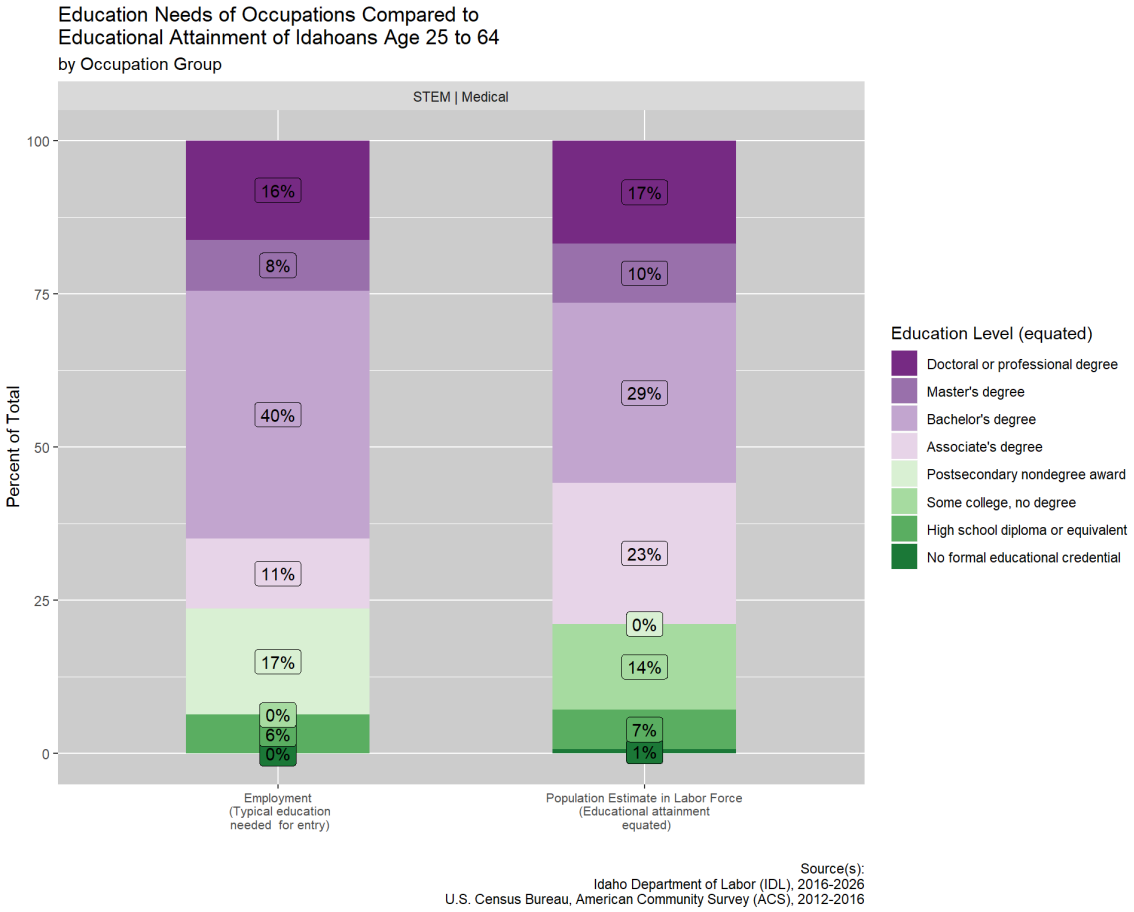

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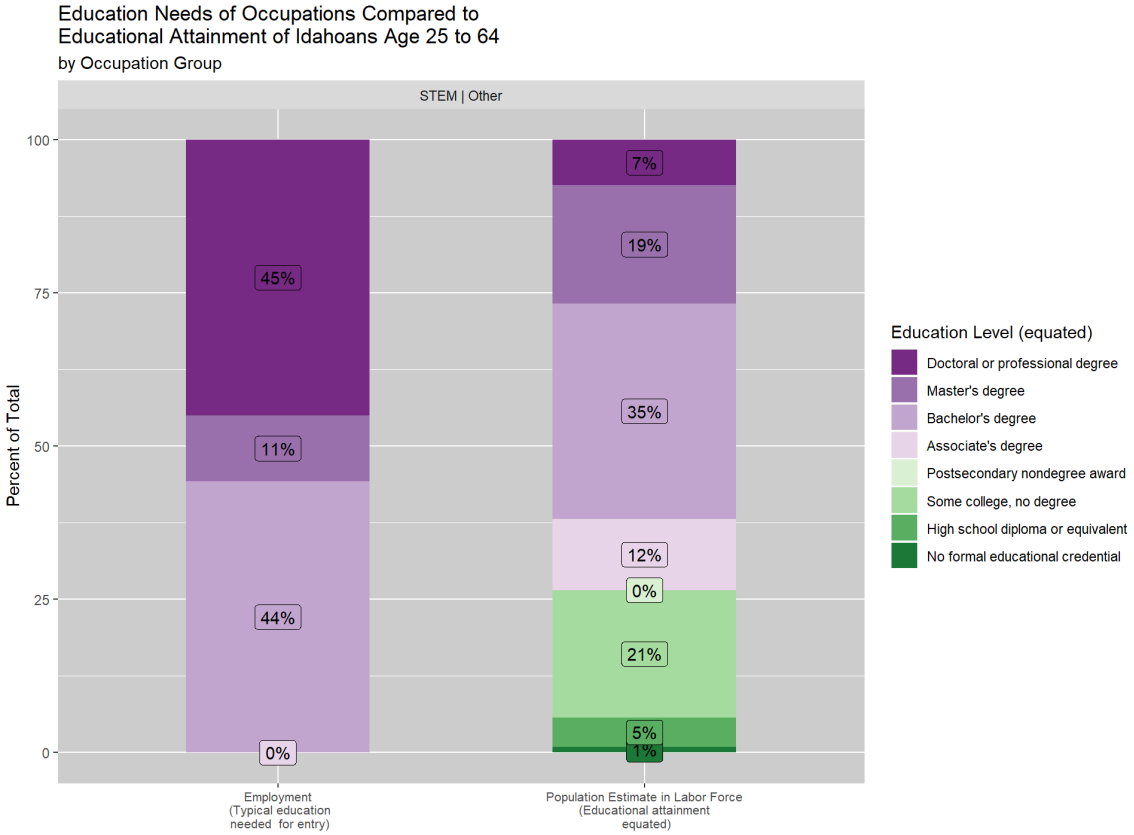
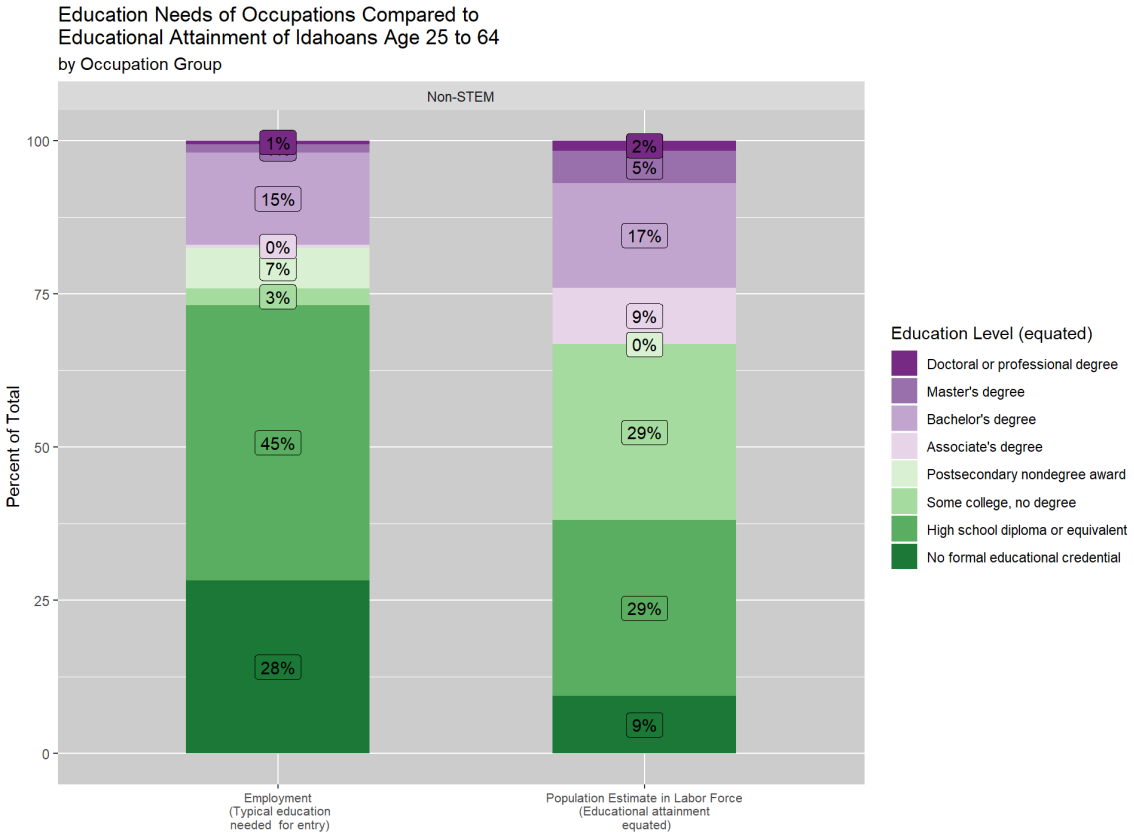


Source(s):
Idaho Department of Labor (IDL), 2016-2026
U.S. Census Bureau, American Community Survey (ACS), 2012-2016



Source(s):
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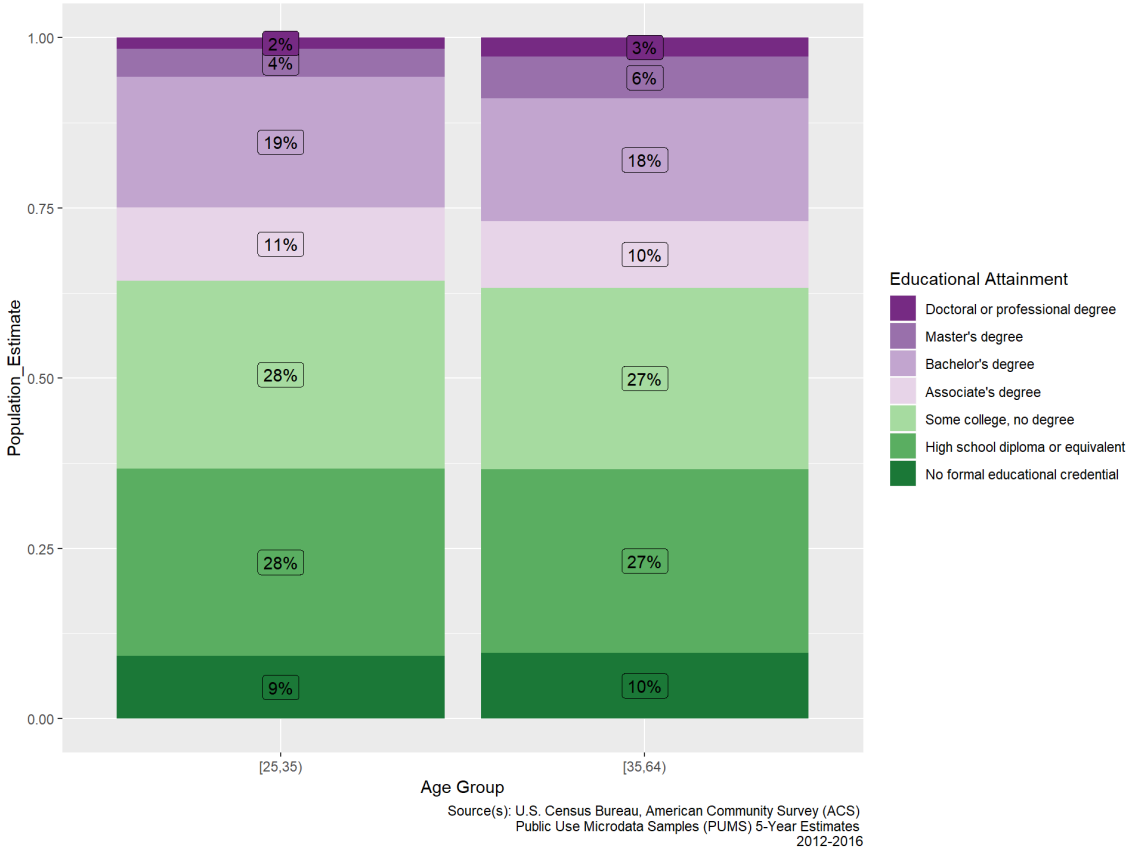
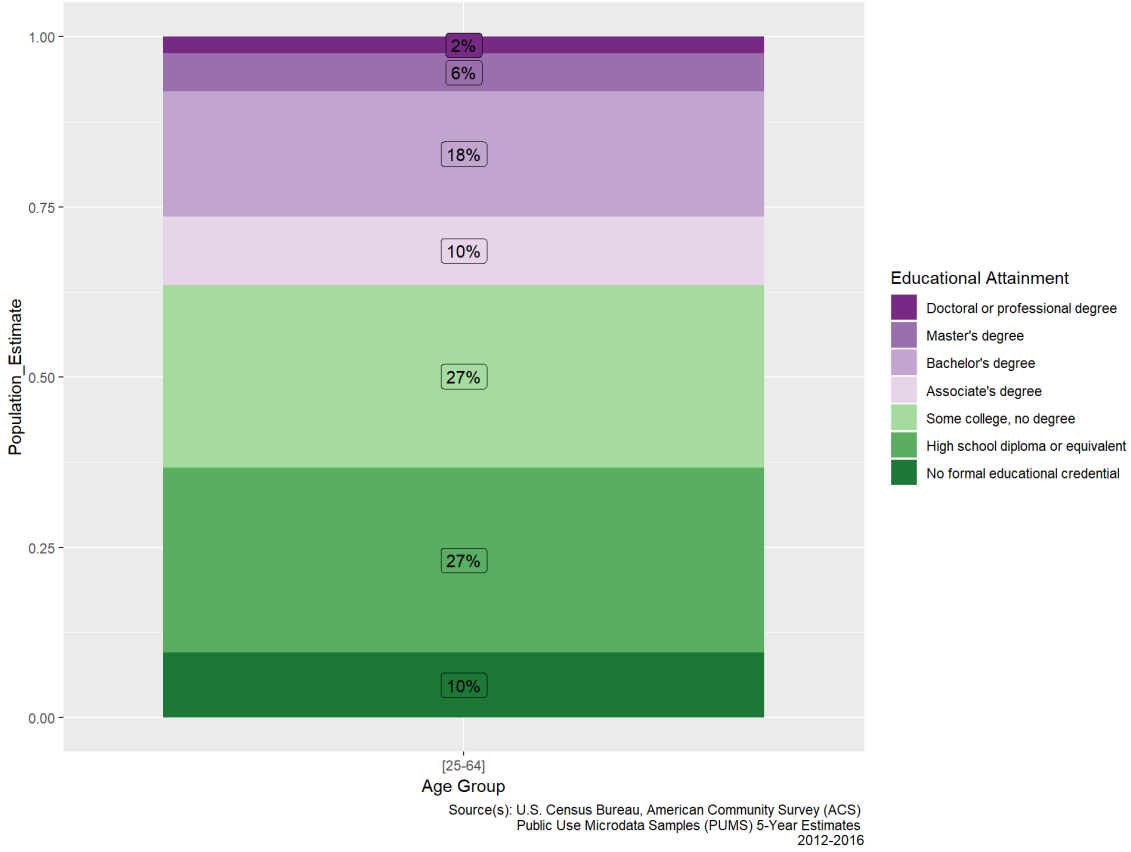
U.S. Census Bureau, American Community Survey (ACS), 2012-2016

Attachment 1

Idaho's Educational Attainment





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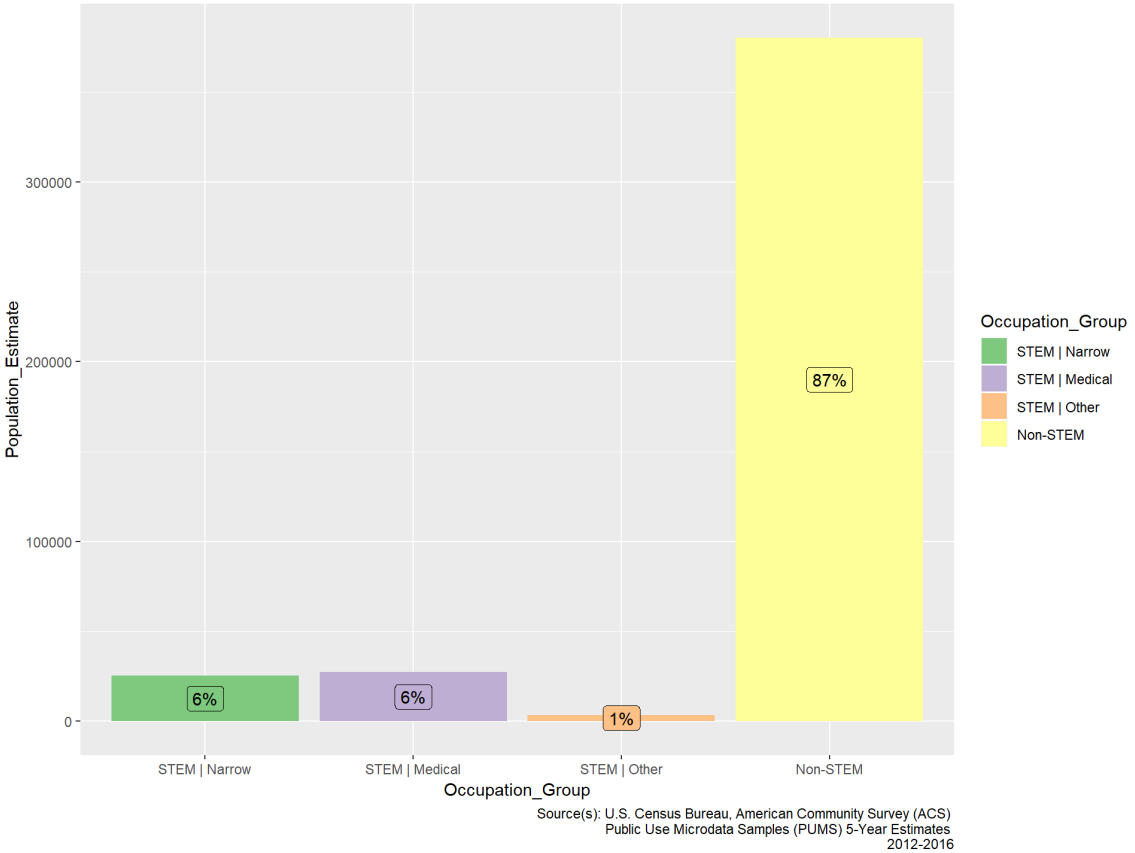
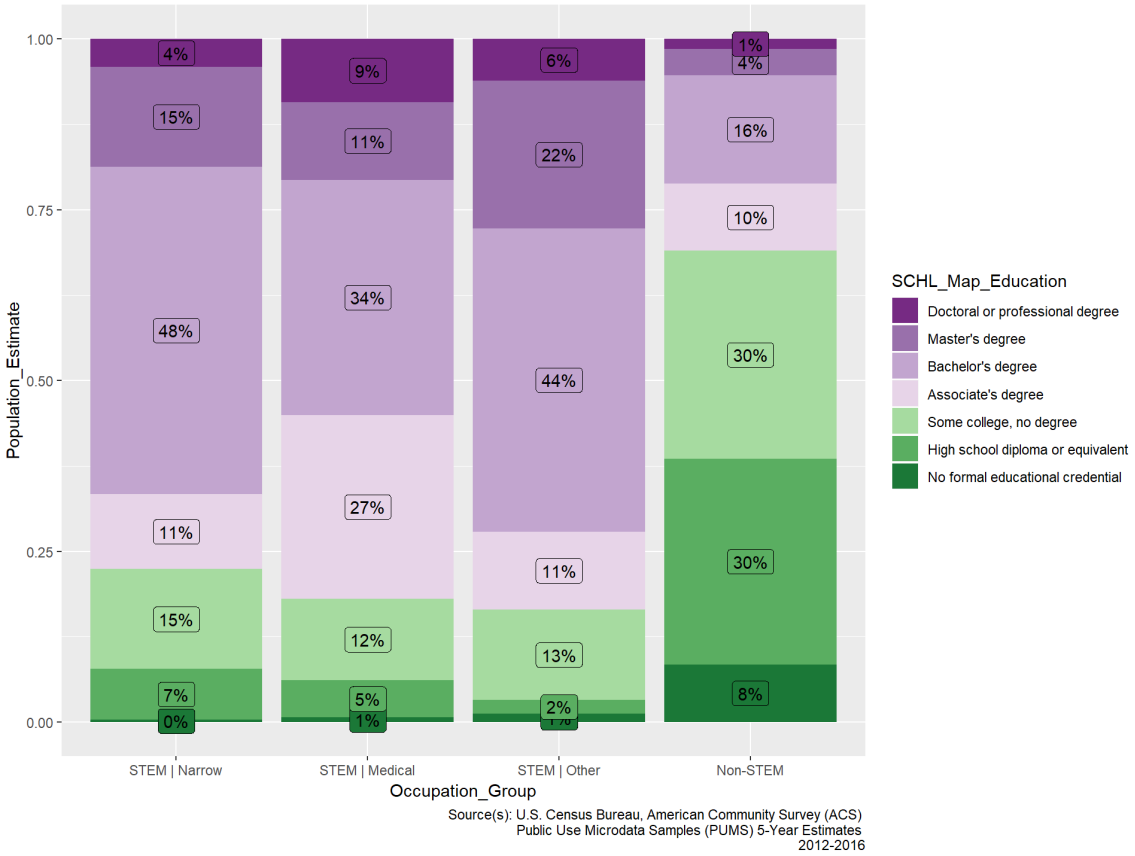
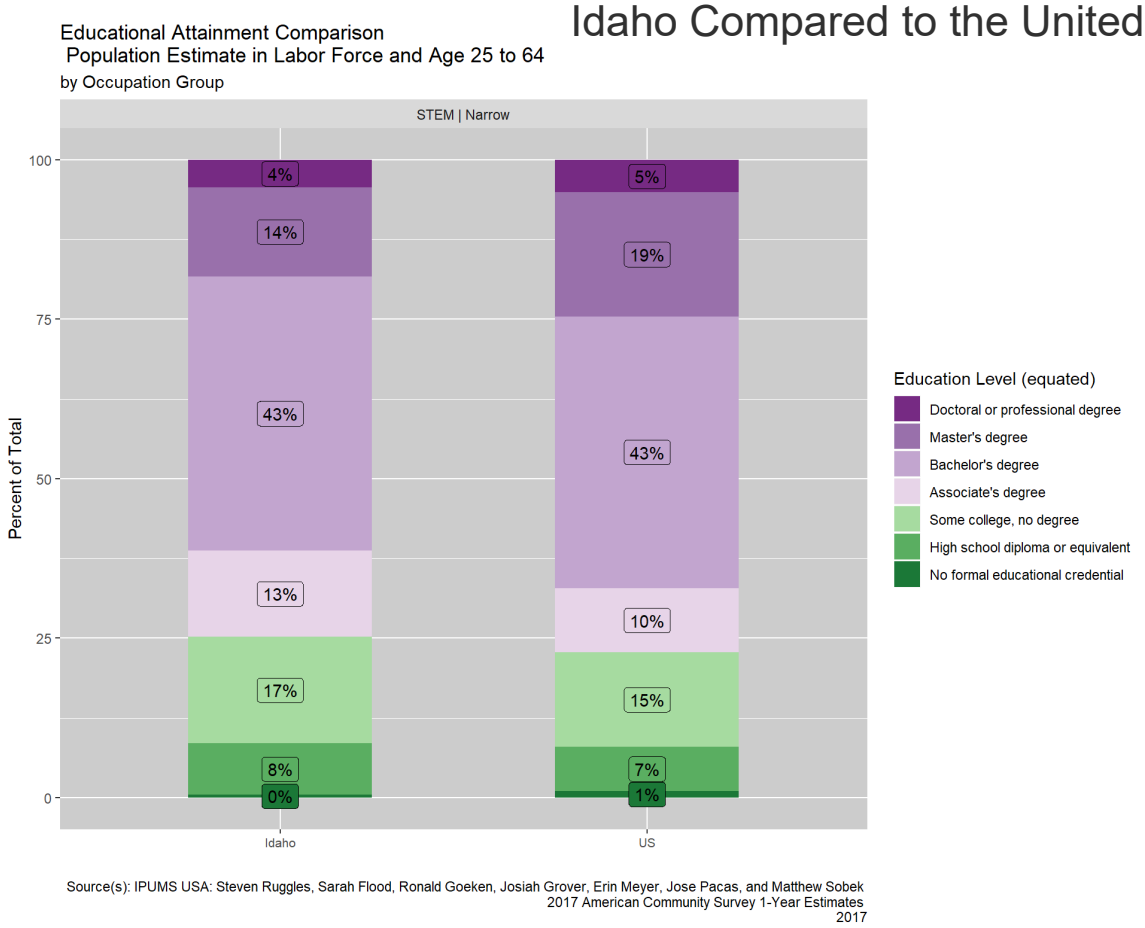
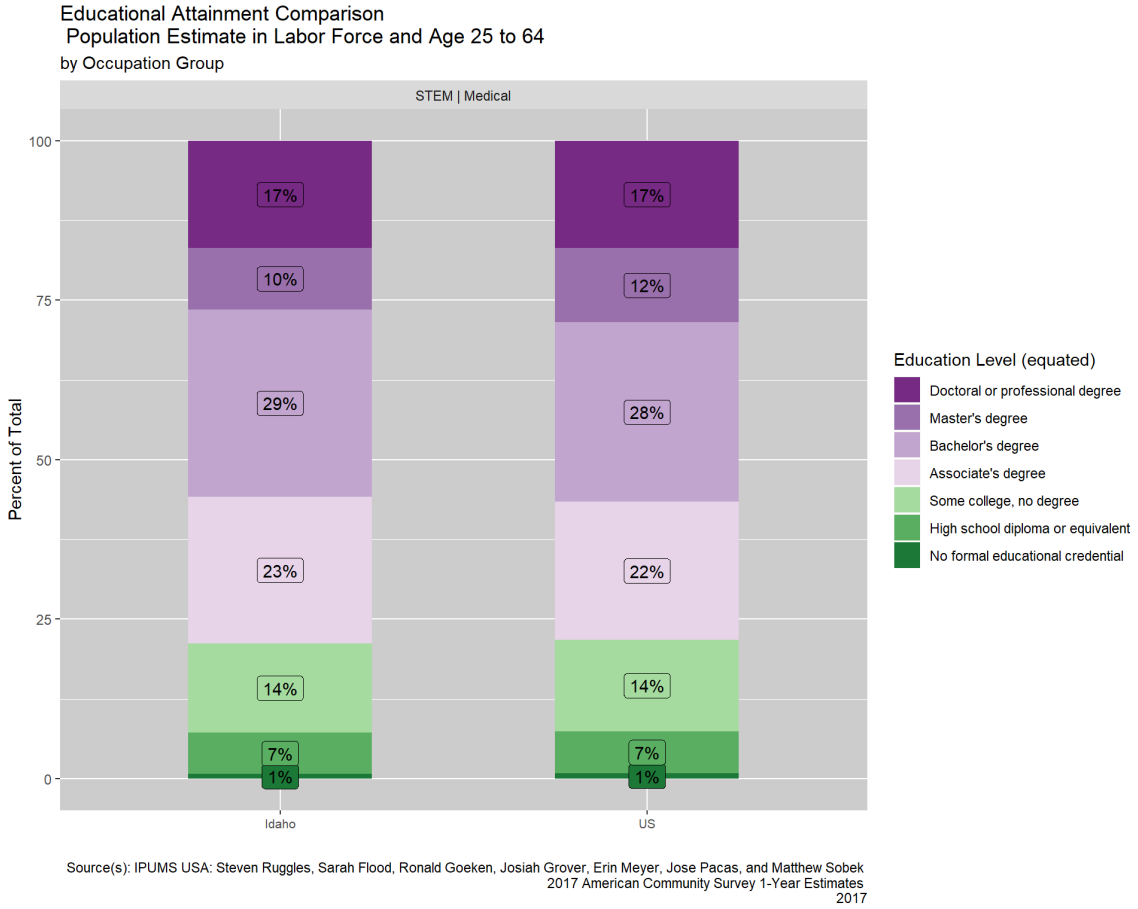




Attachment 1

Idaho Compared to the United States





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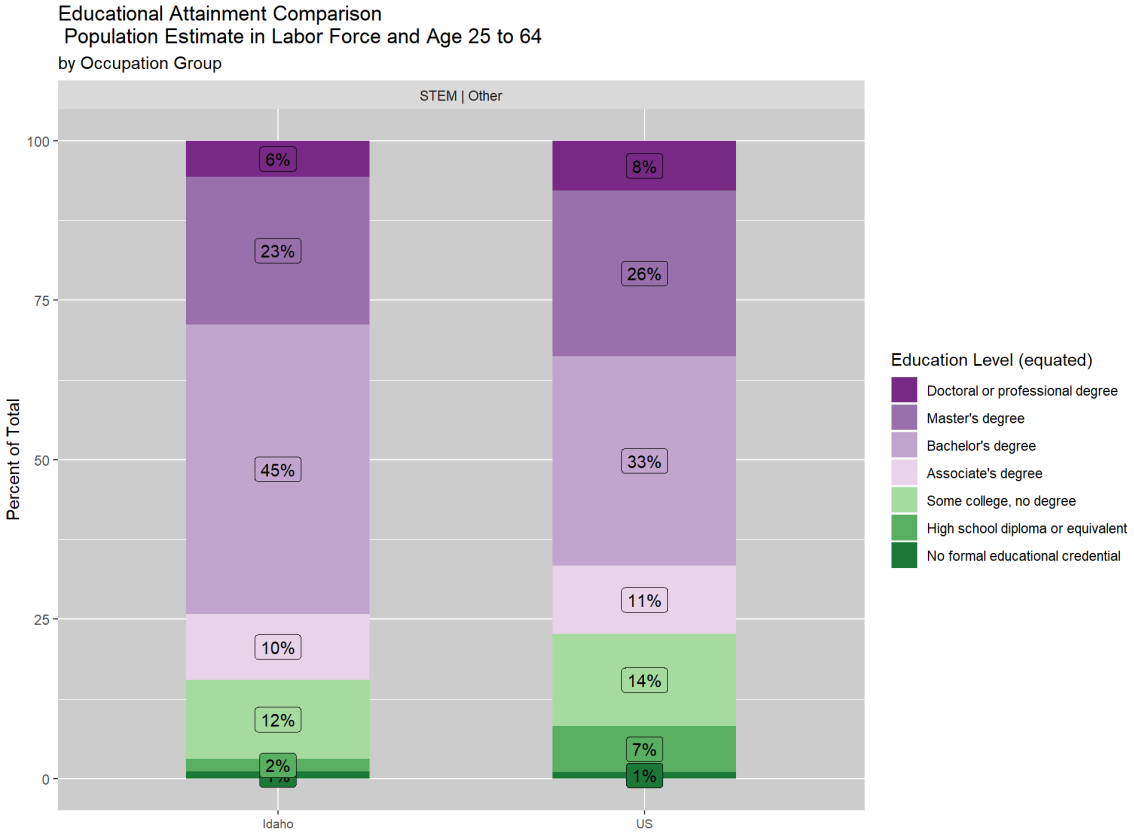
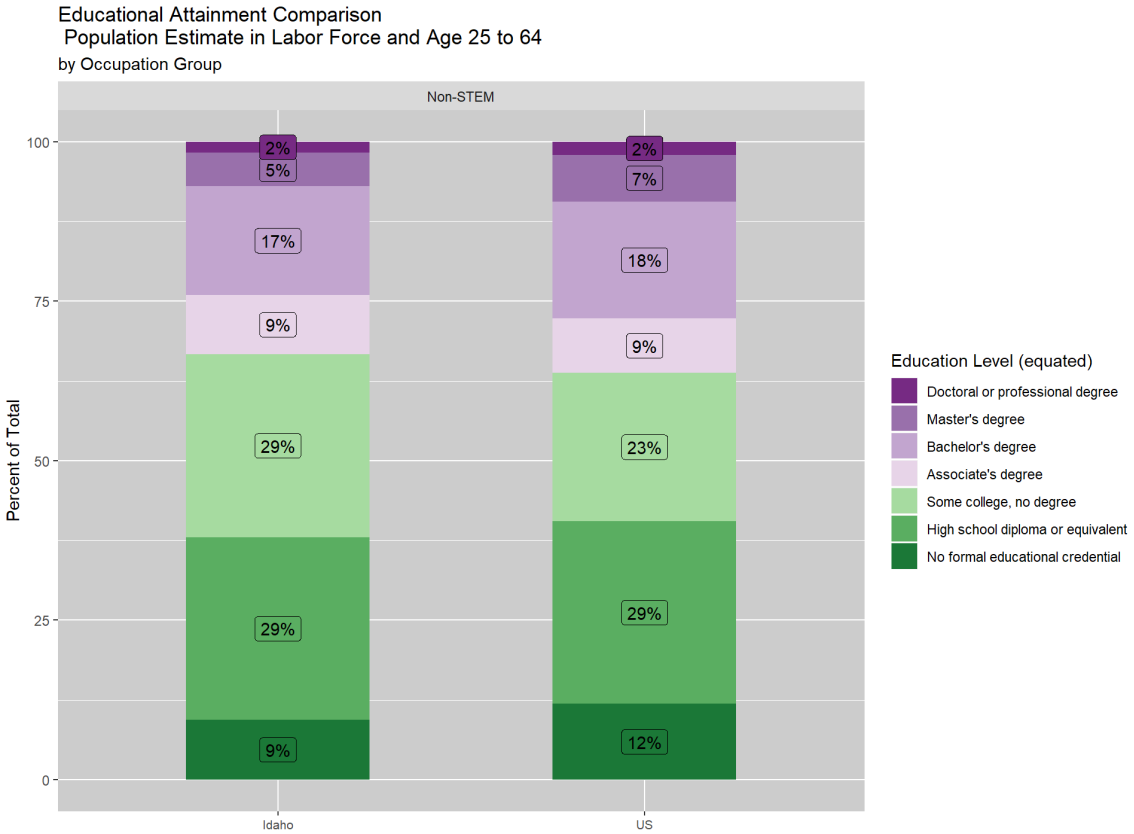


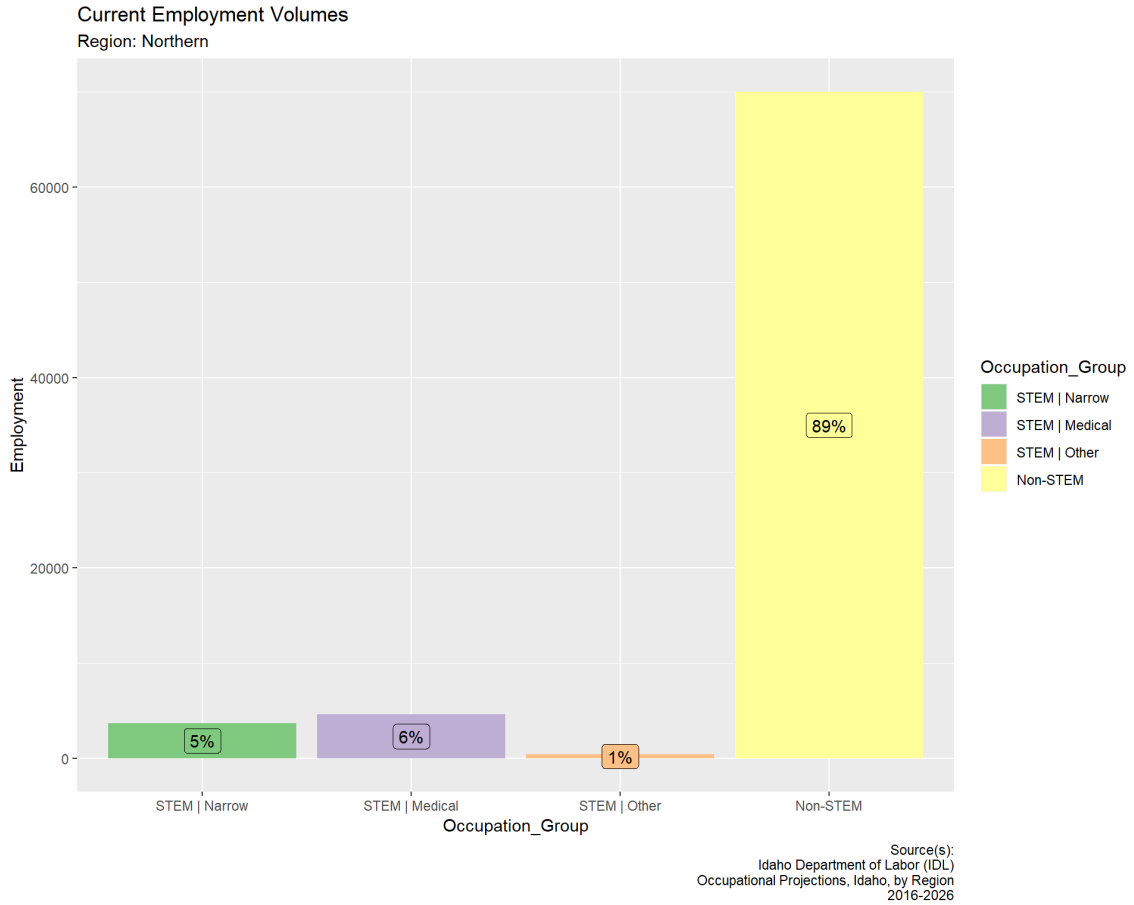
Source(s): IPUMS USA: Steven Ruggles, Sarah Flood, Ronald Goeken, Josiah Grover, Erin Meyer, Jose Pacas, and Matthew Sobek
2017 American Community Survey 1-Year Estimates
2017

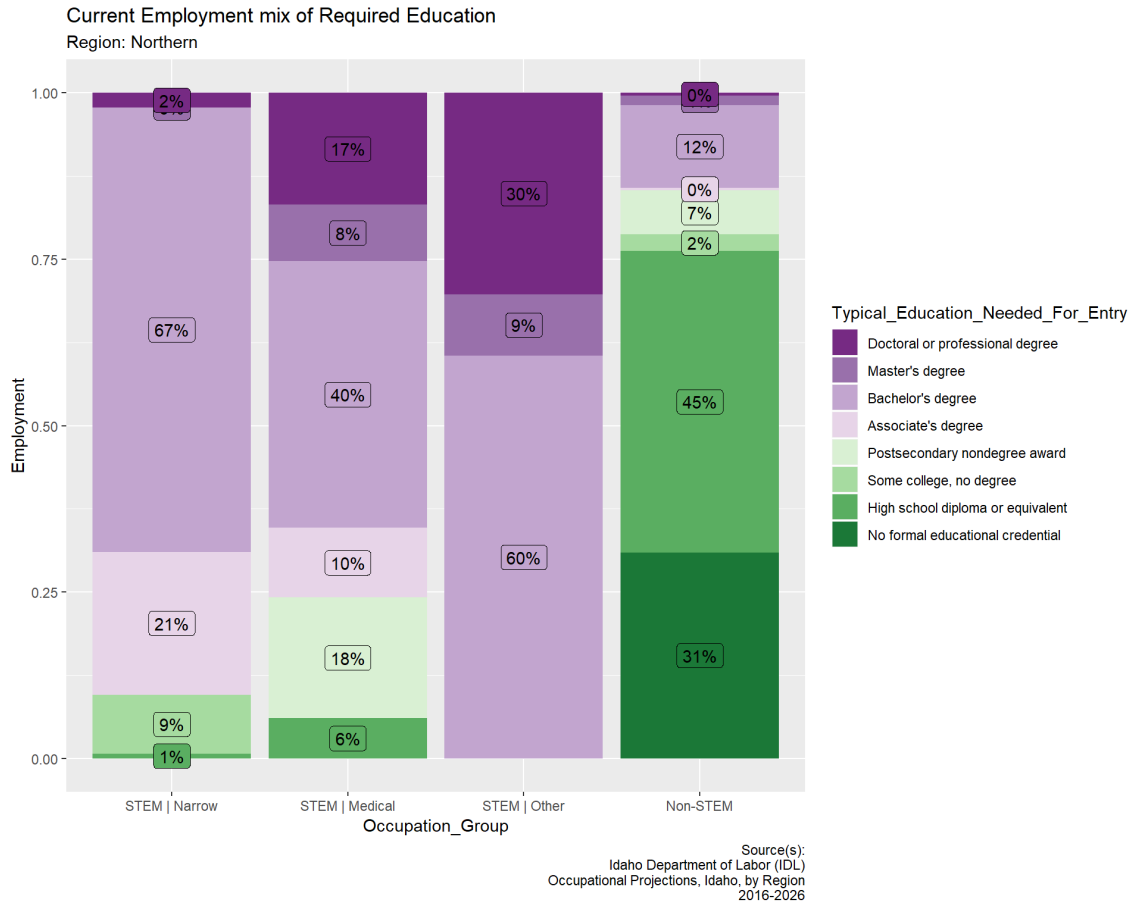


Source(s): IPUMS USA: Steven Ruggles, Sarah Flood, Ronald Goeken, Josiah Grover, Erin Meyer, Jose Pacas, and Matthew Sobek
2017 American Community Survey 1-Year Estimates
2017

Attachment 1

Idaho Occupations





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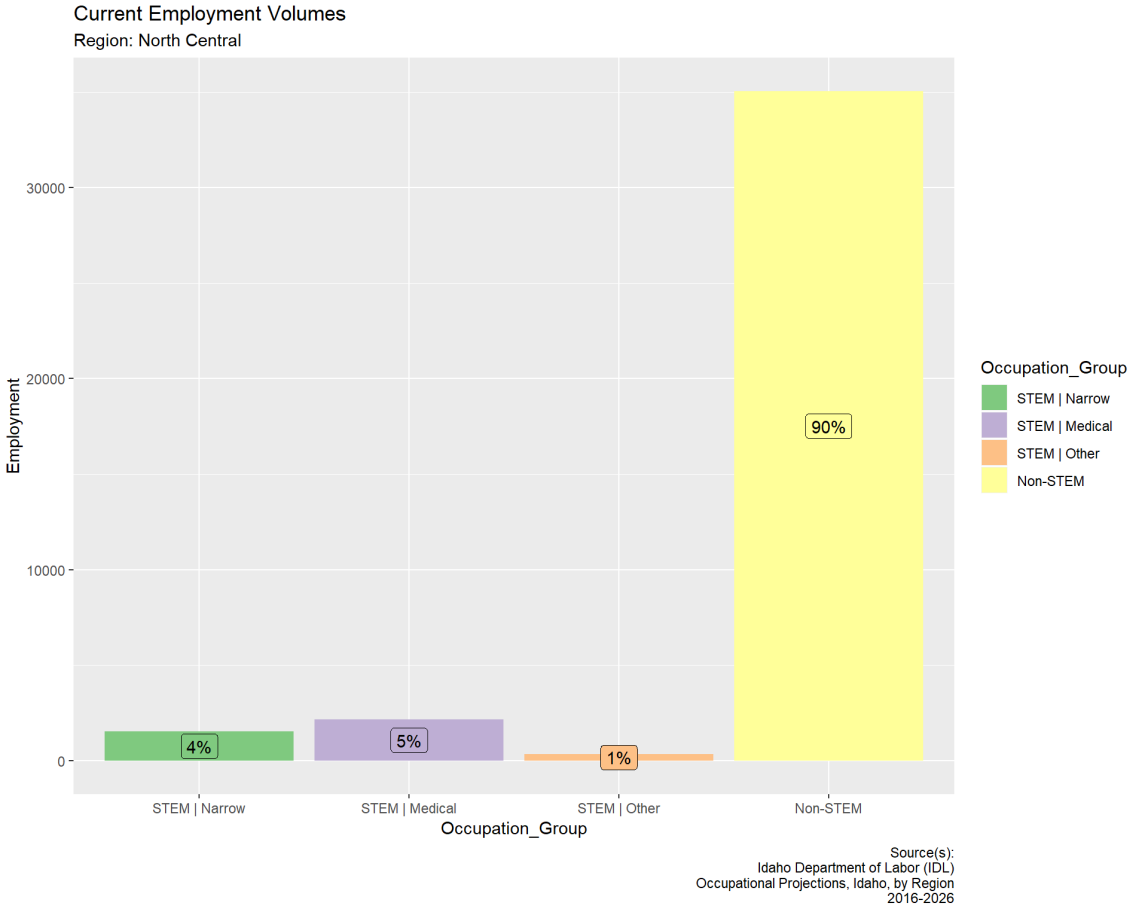

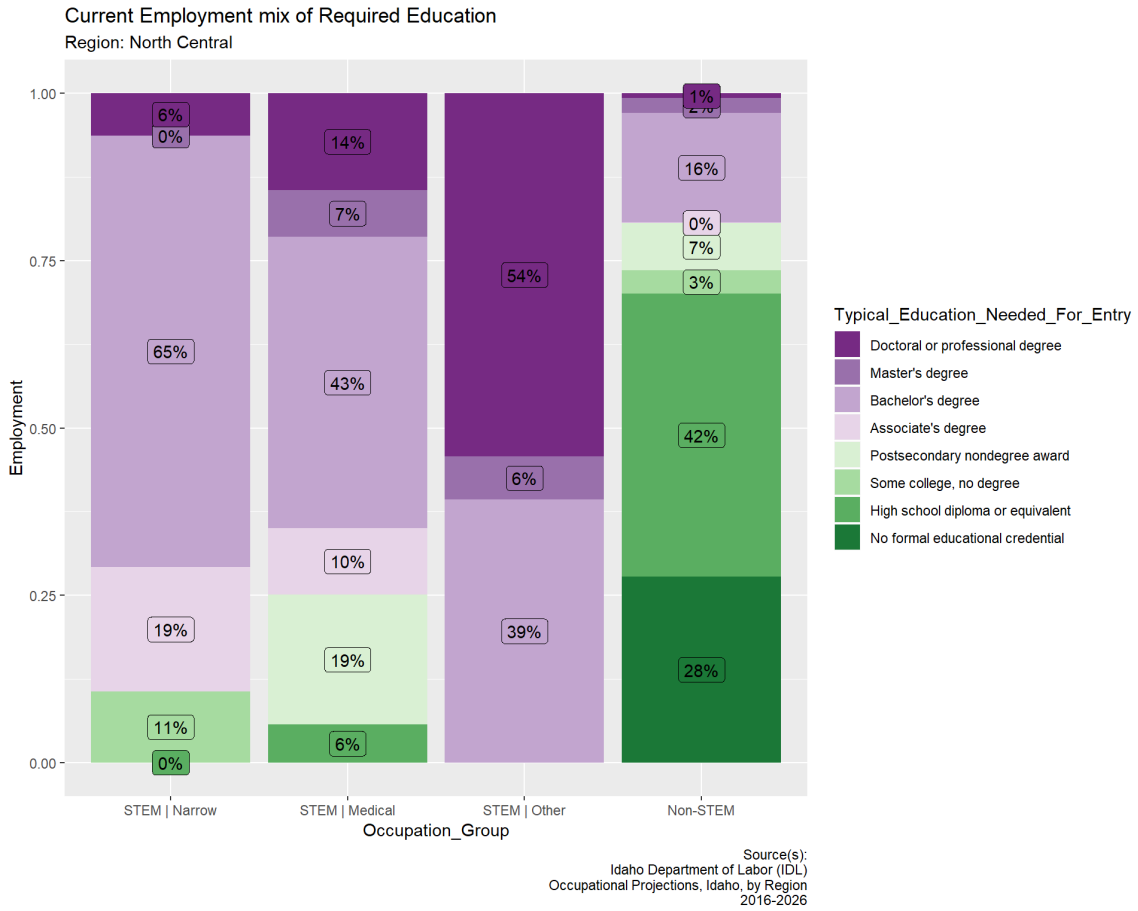

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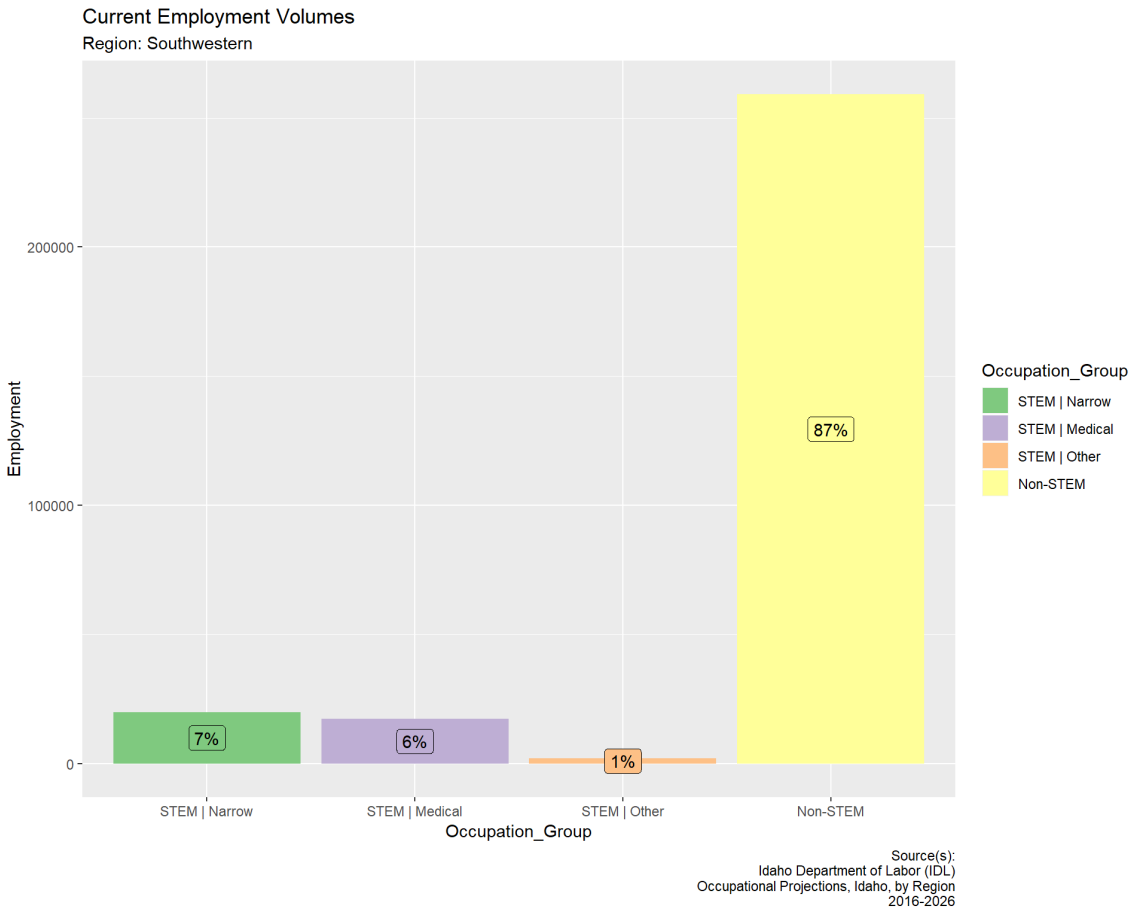

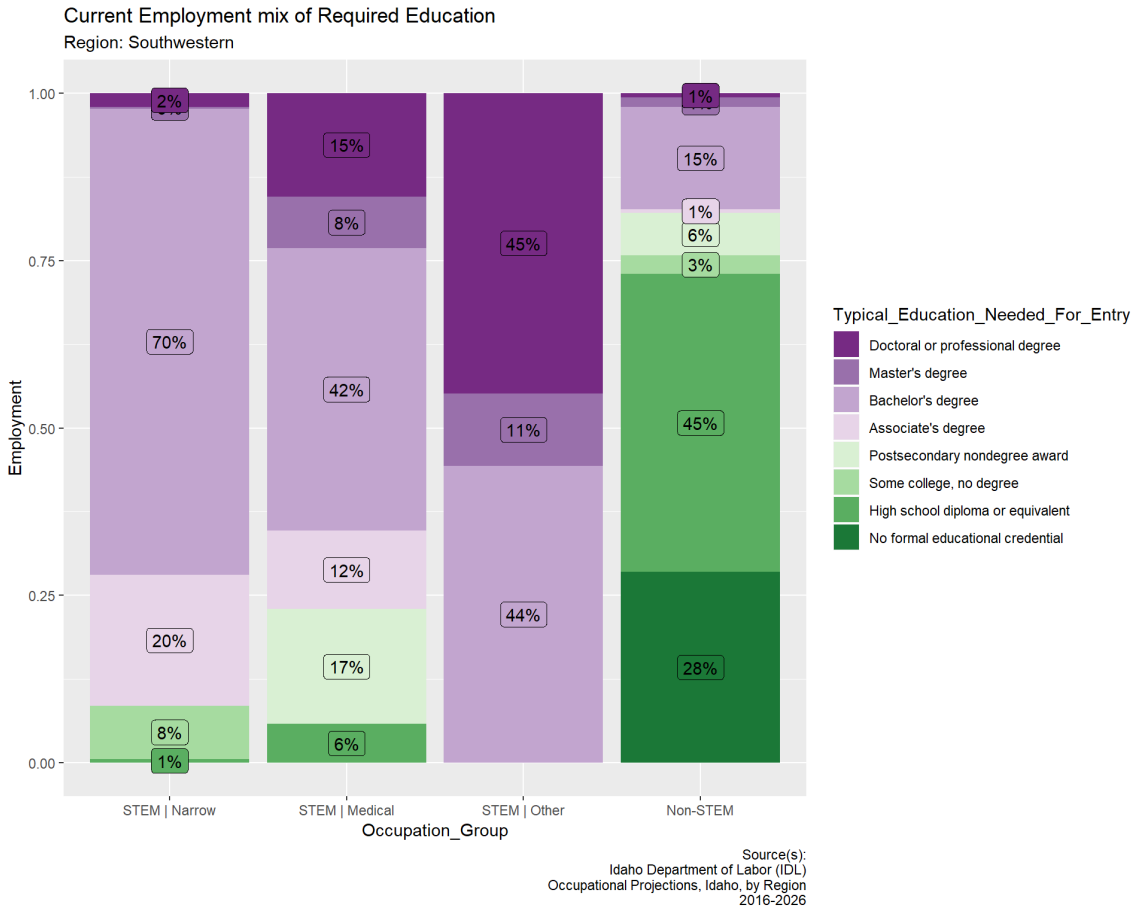

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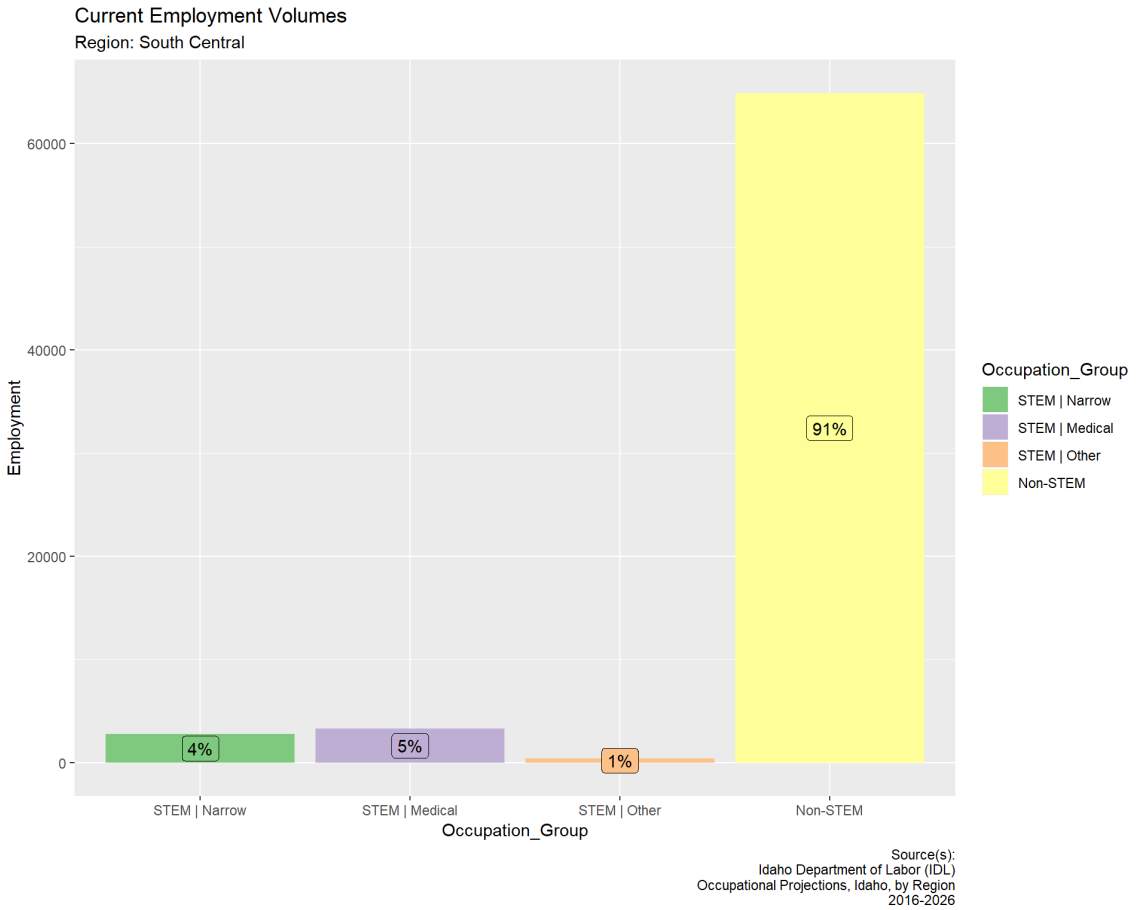

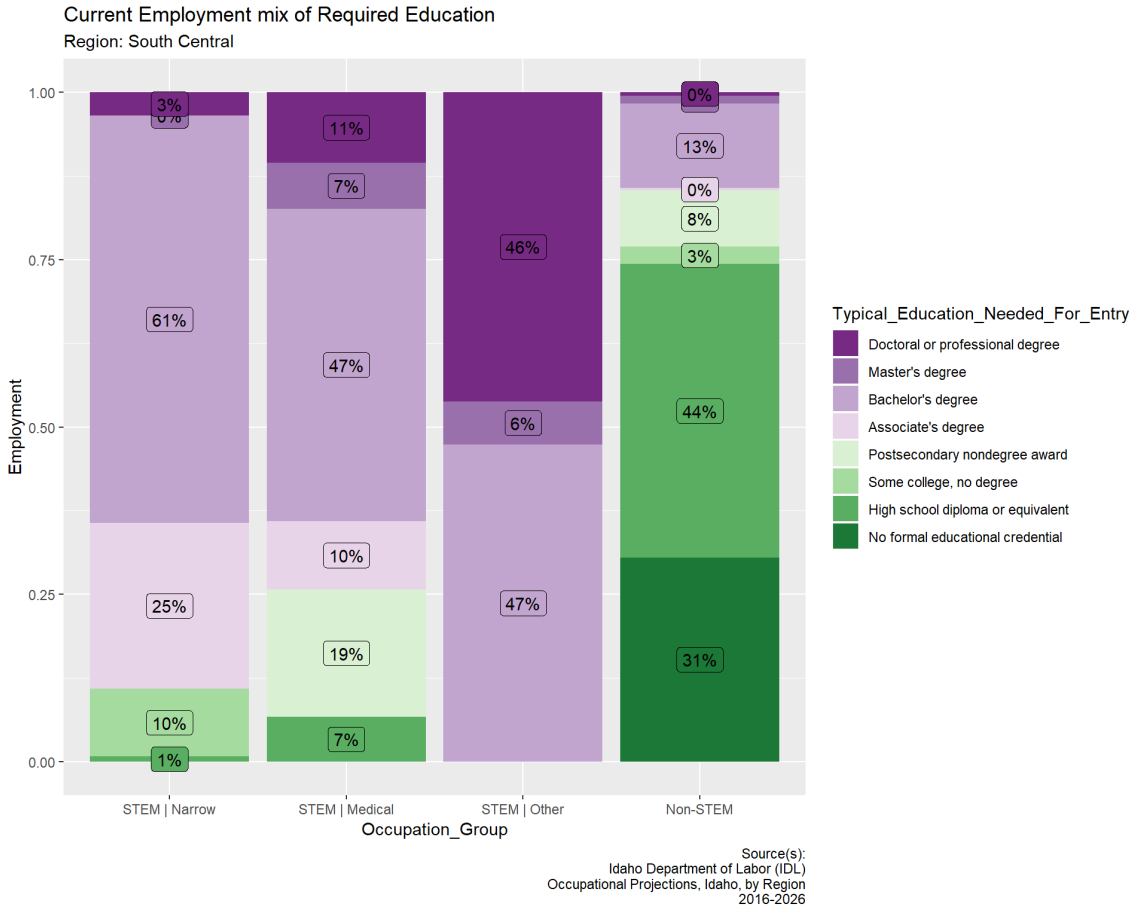

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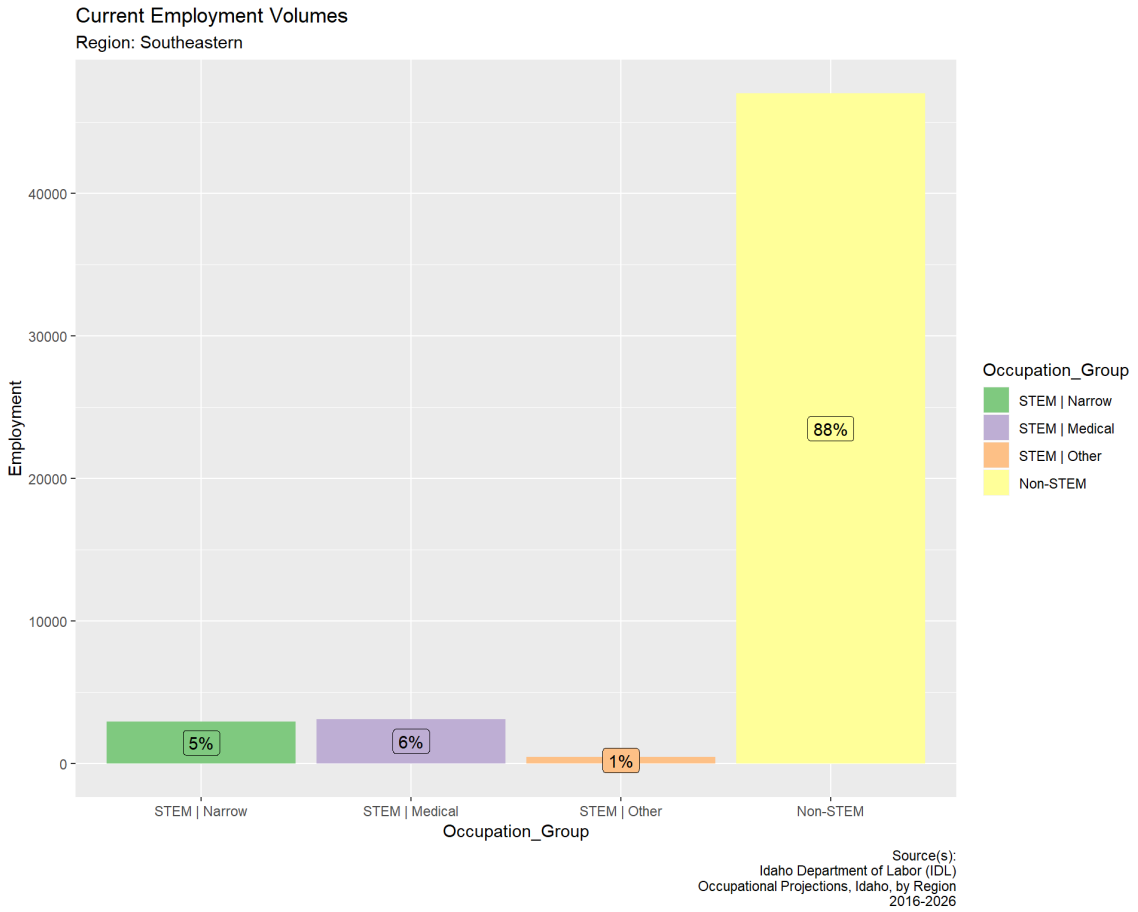

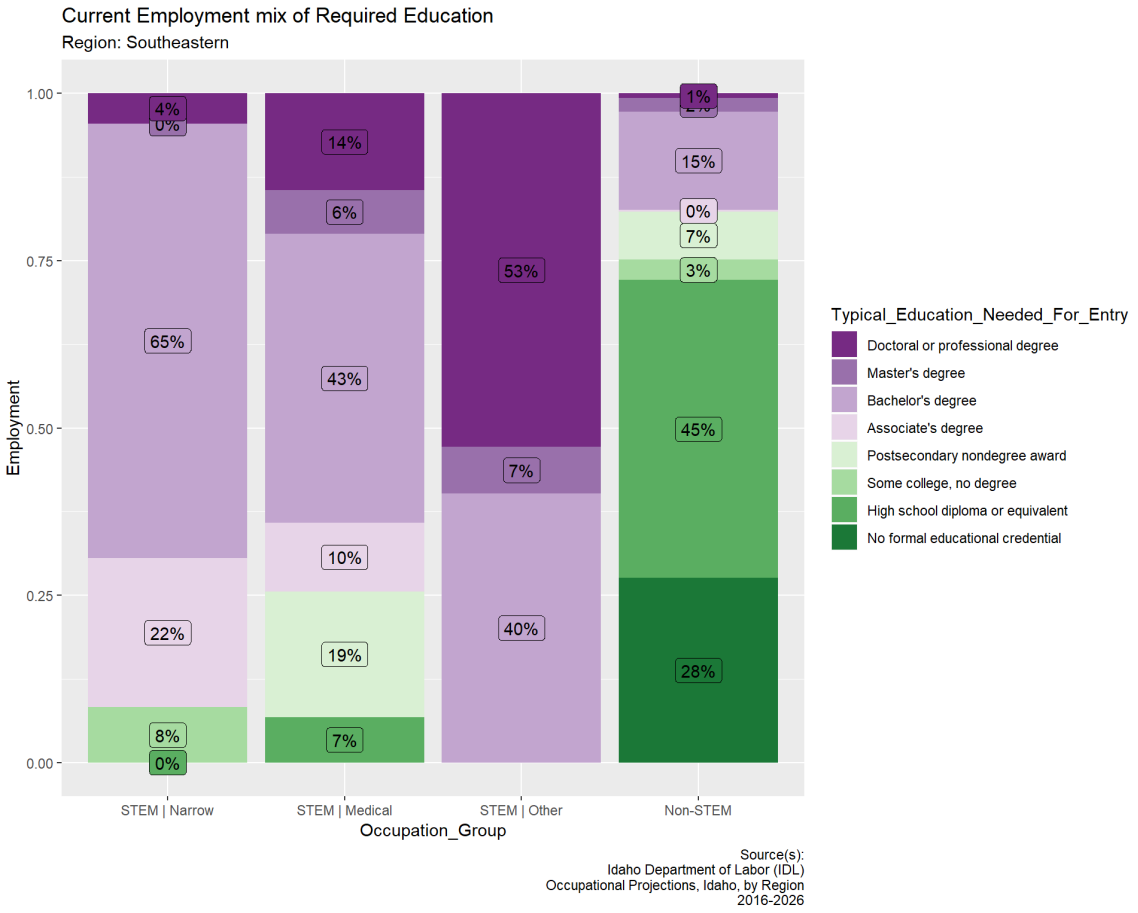

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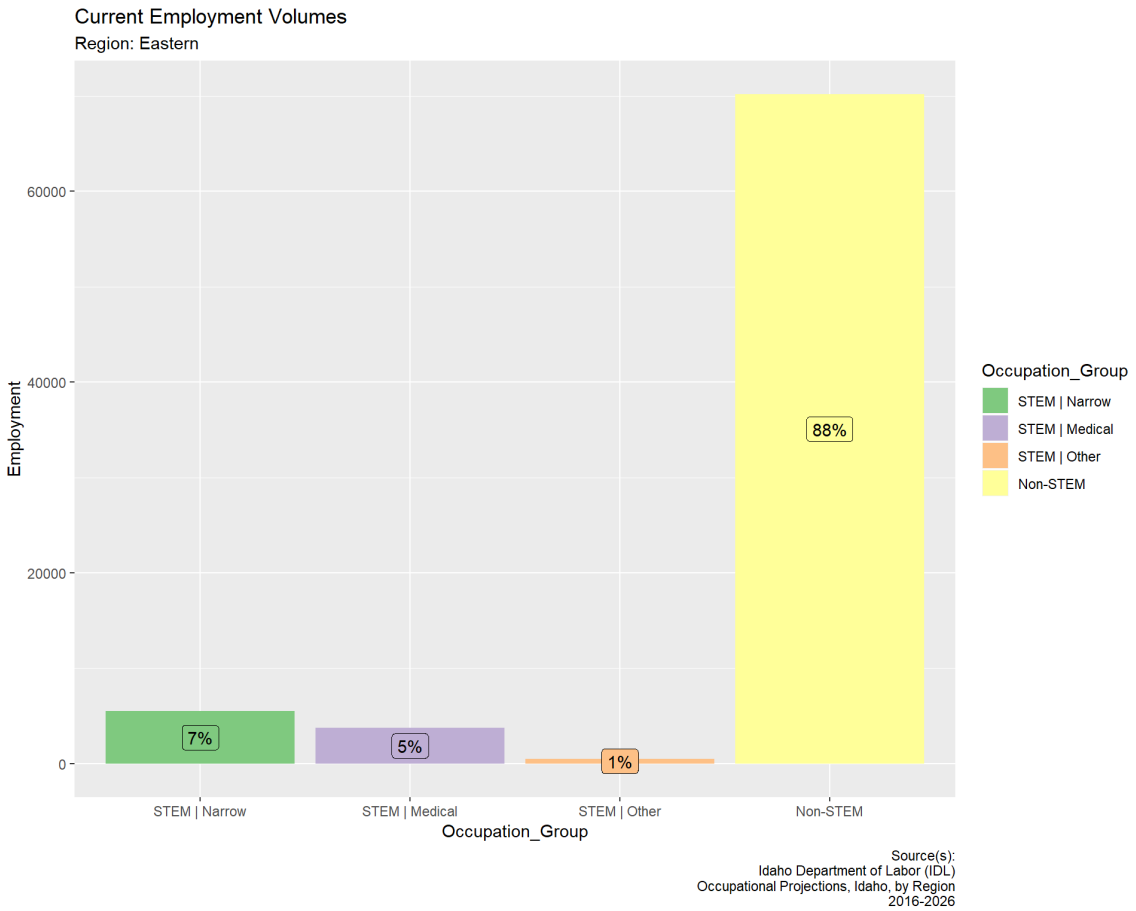

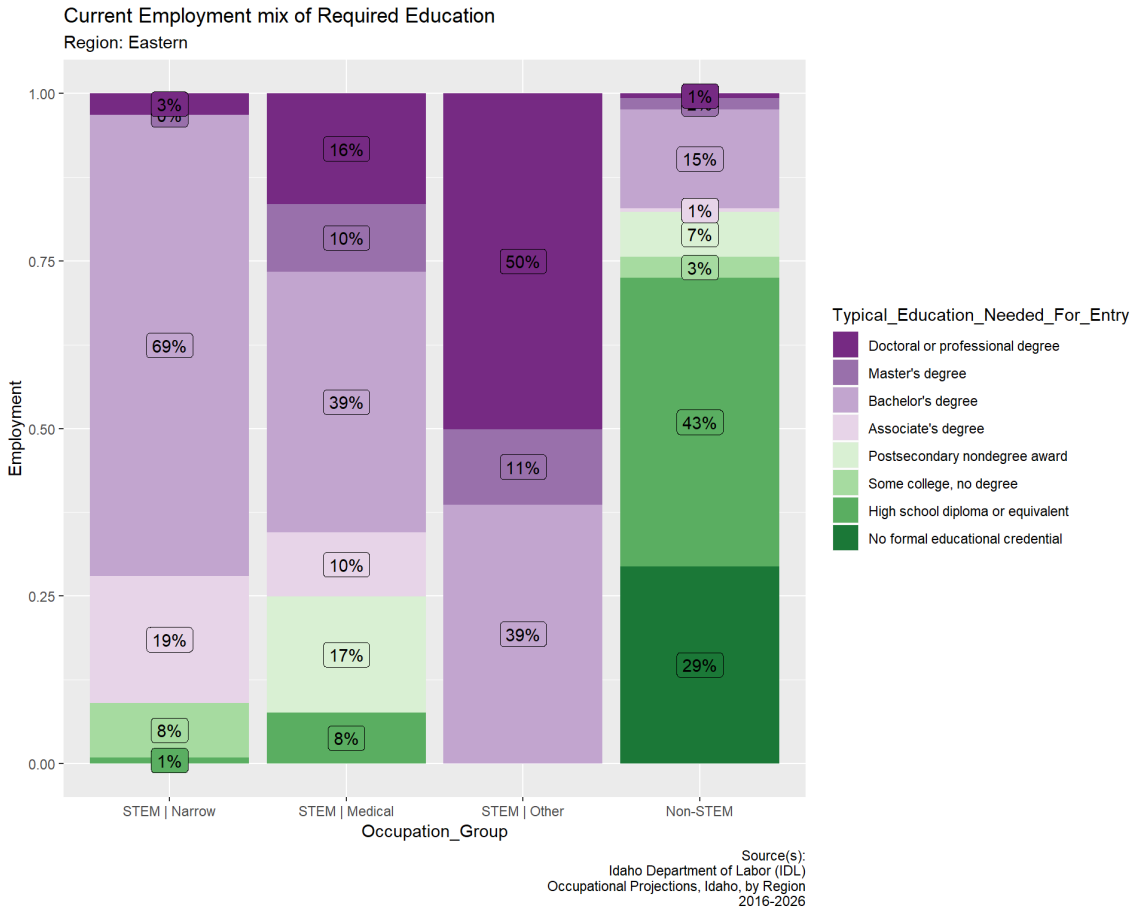

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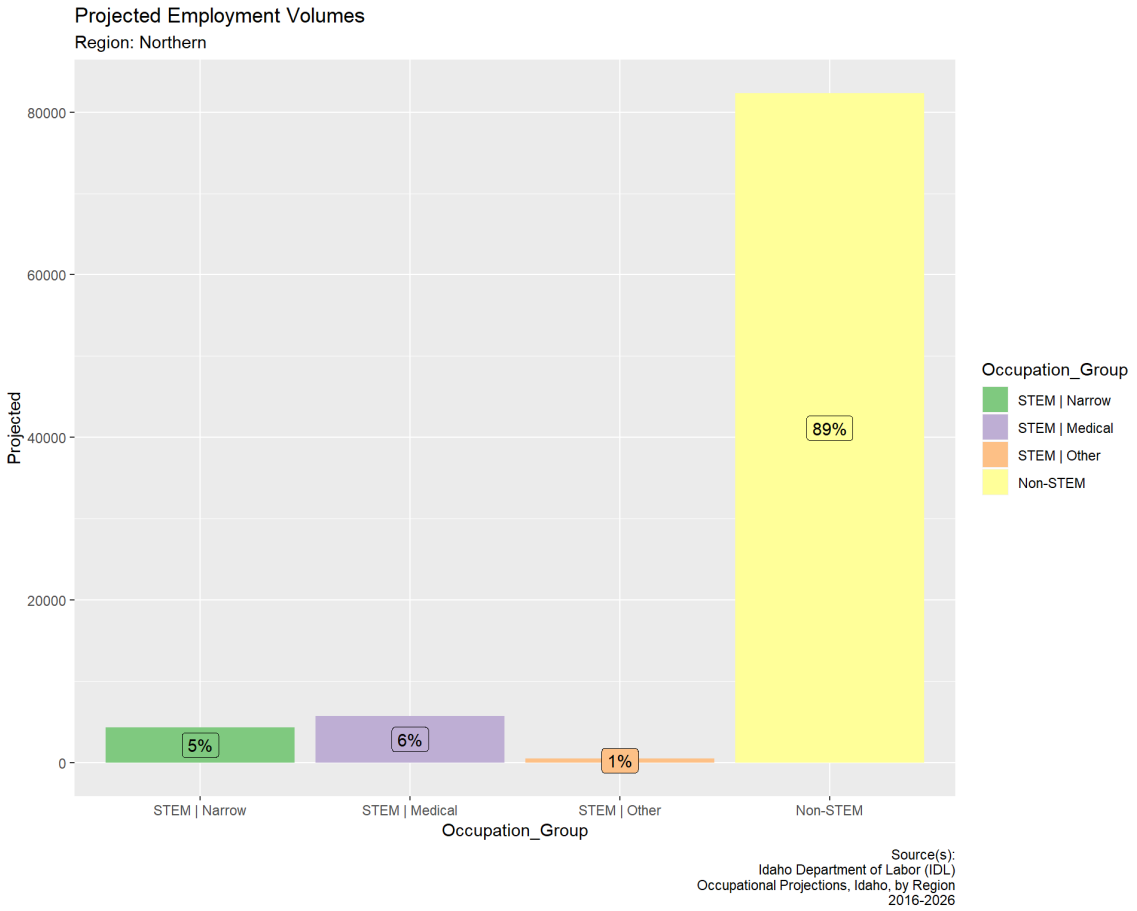

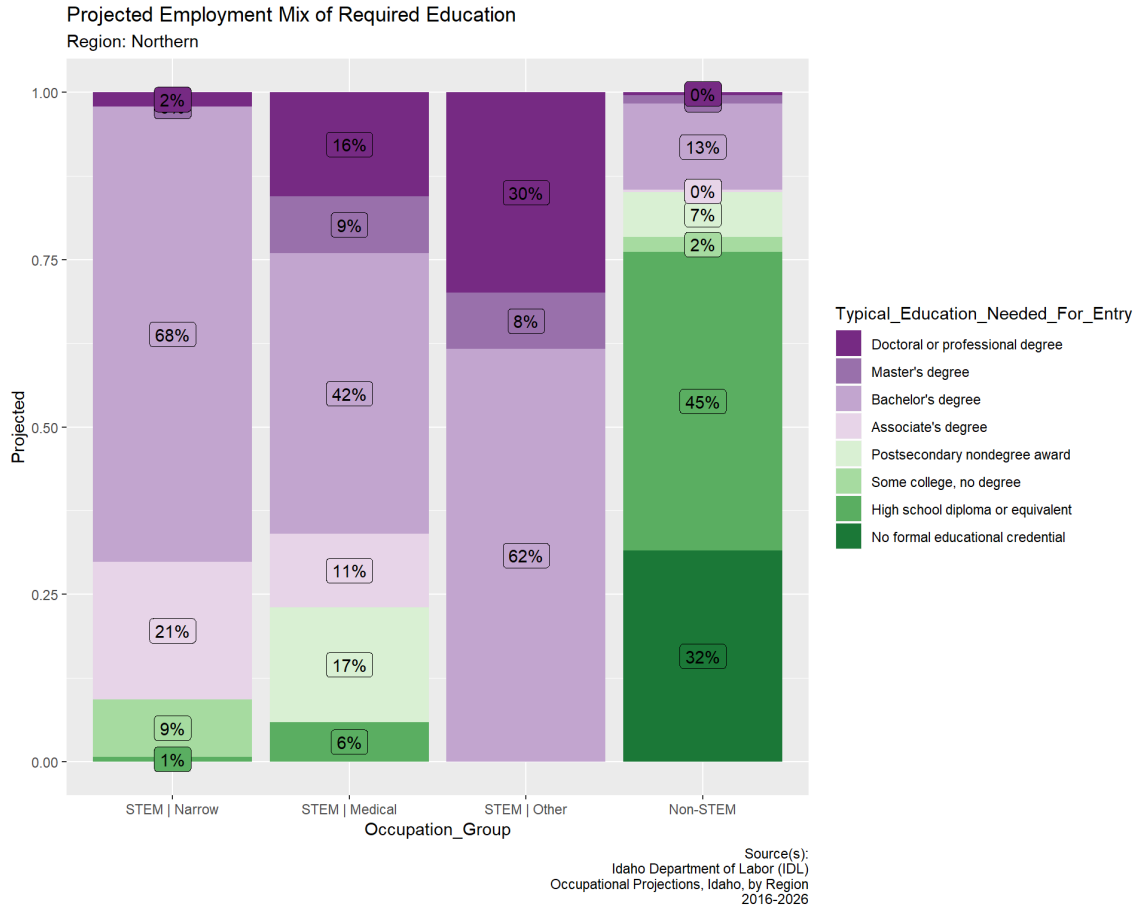

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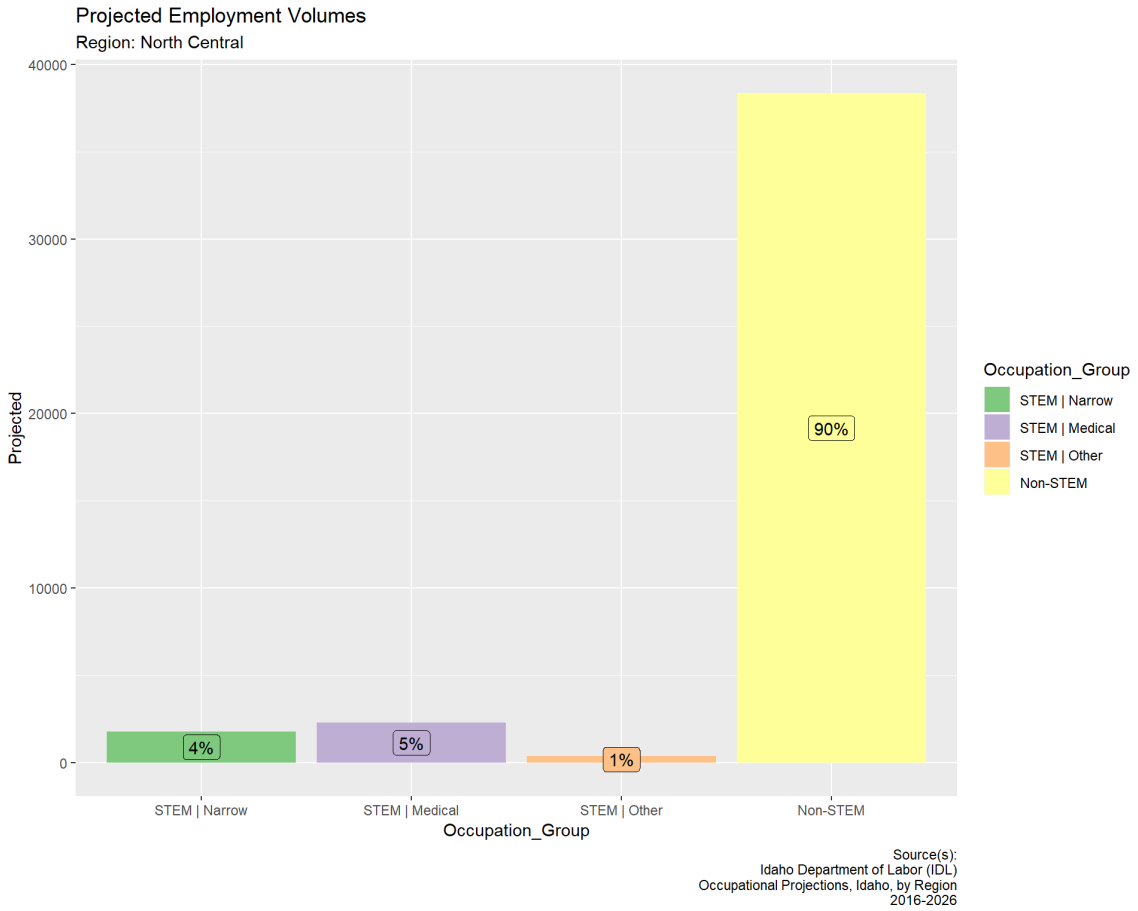

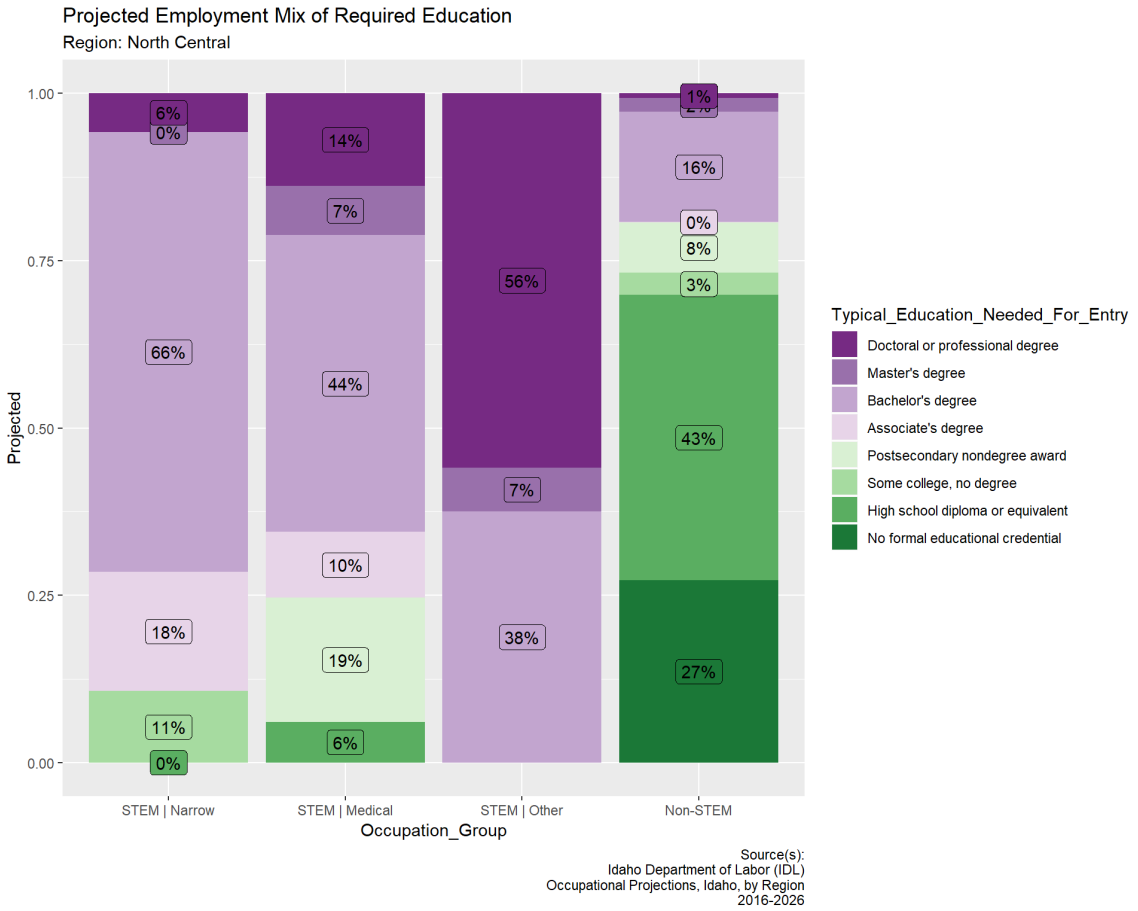

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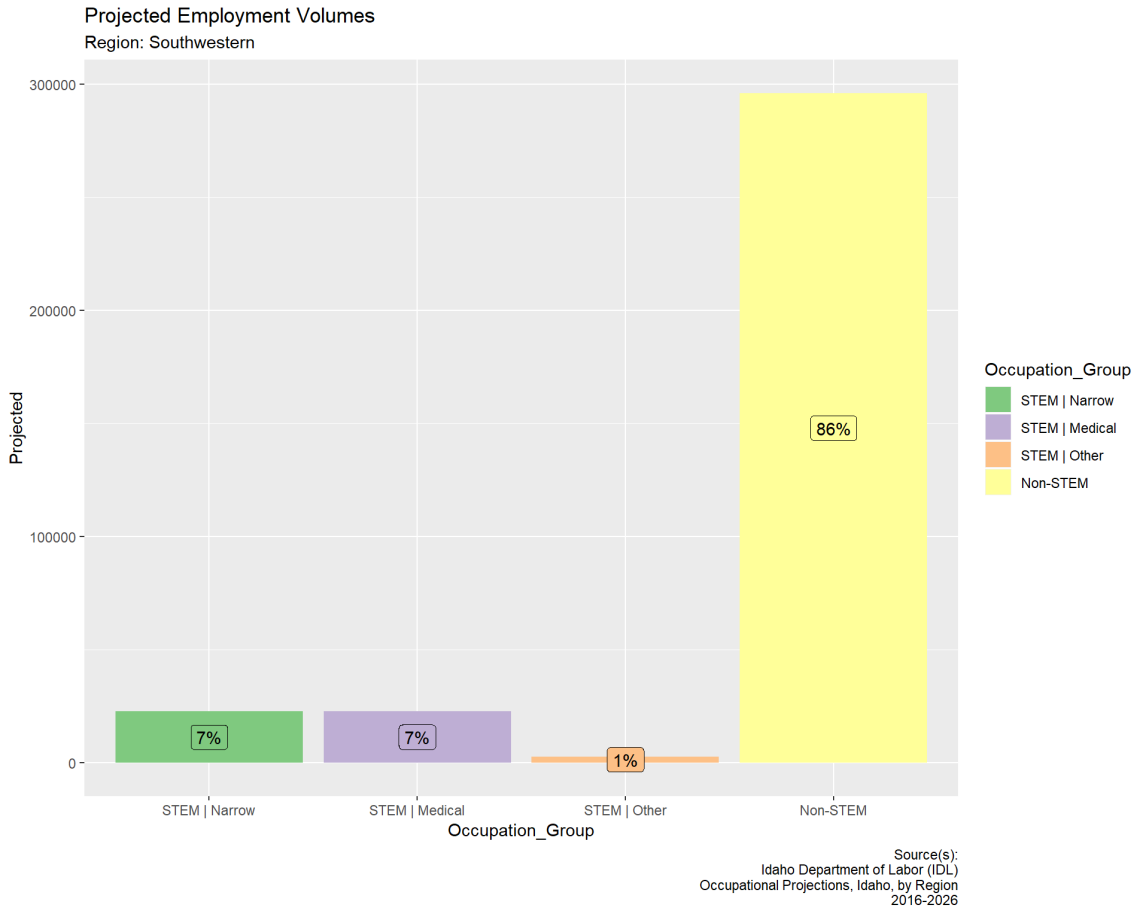

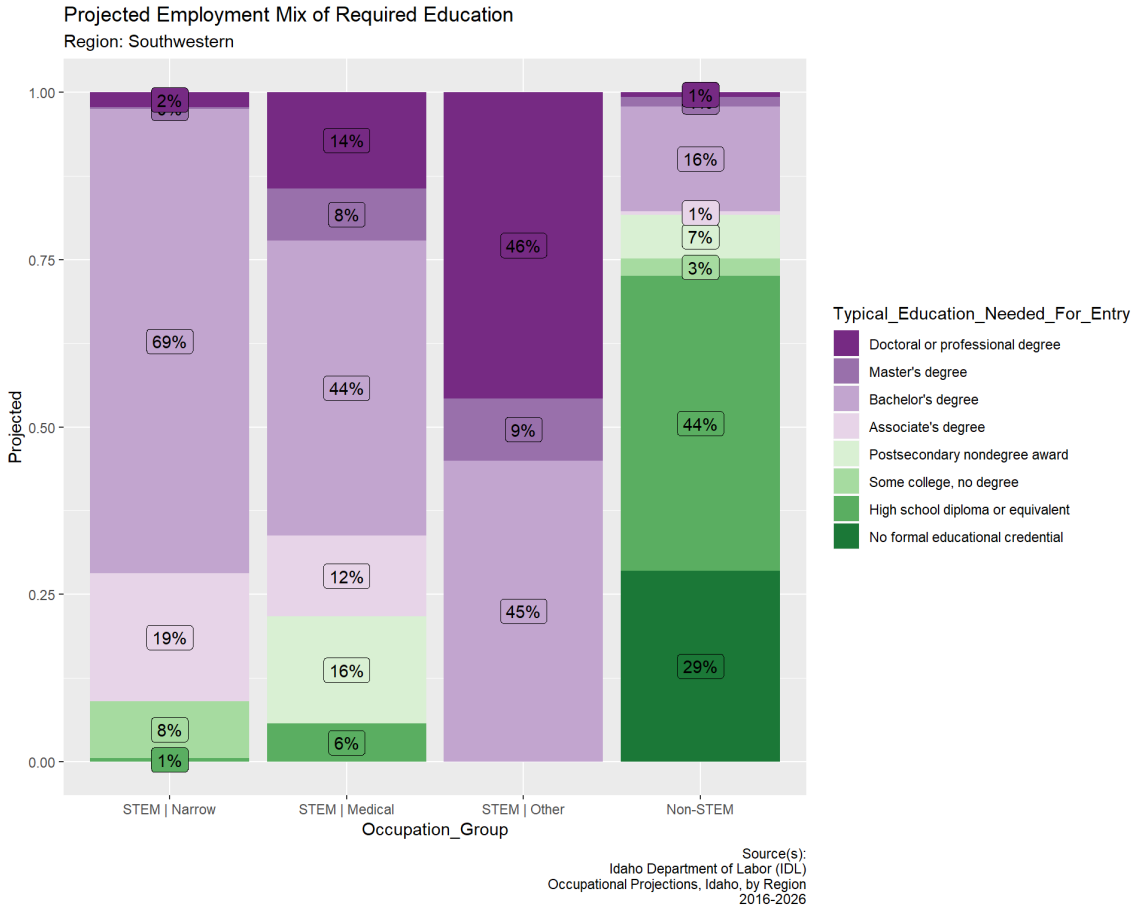

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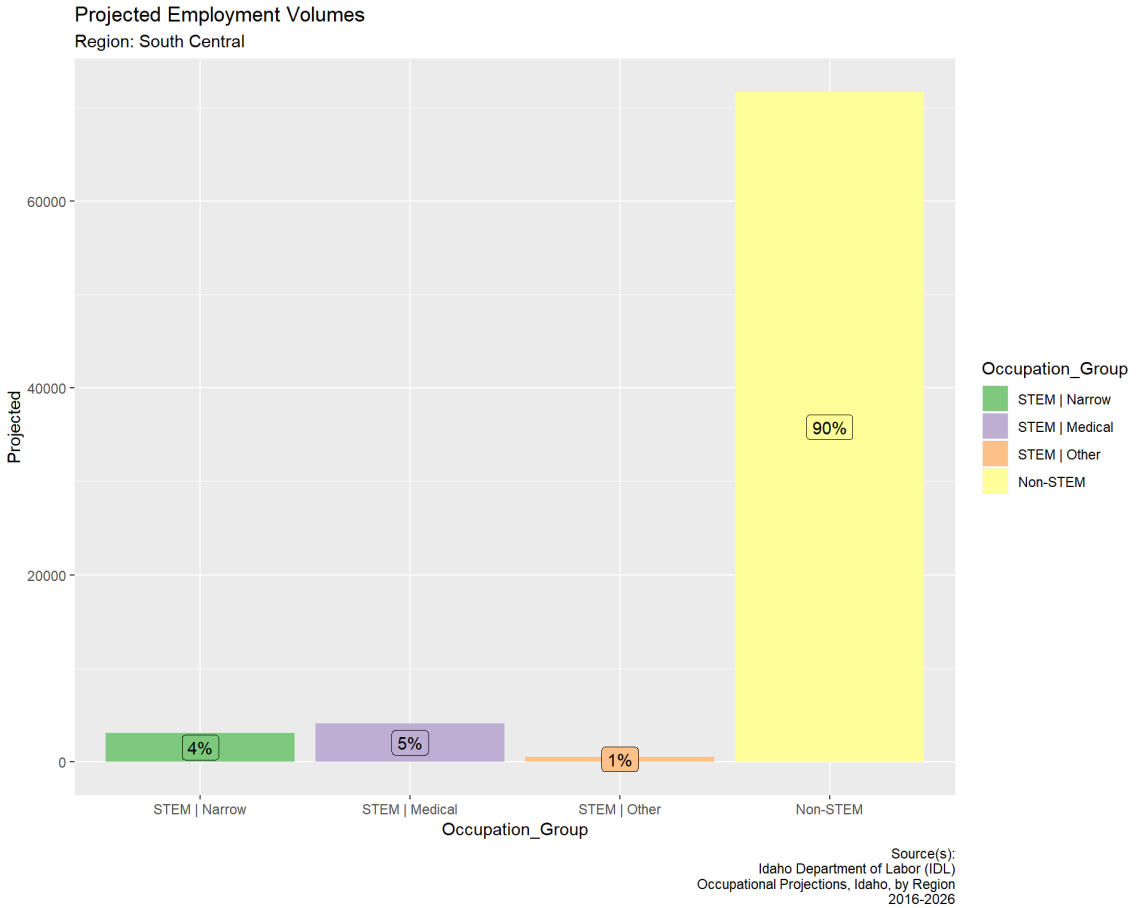

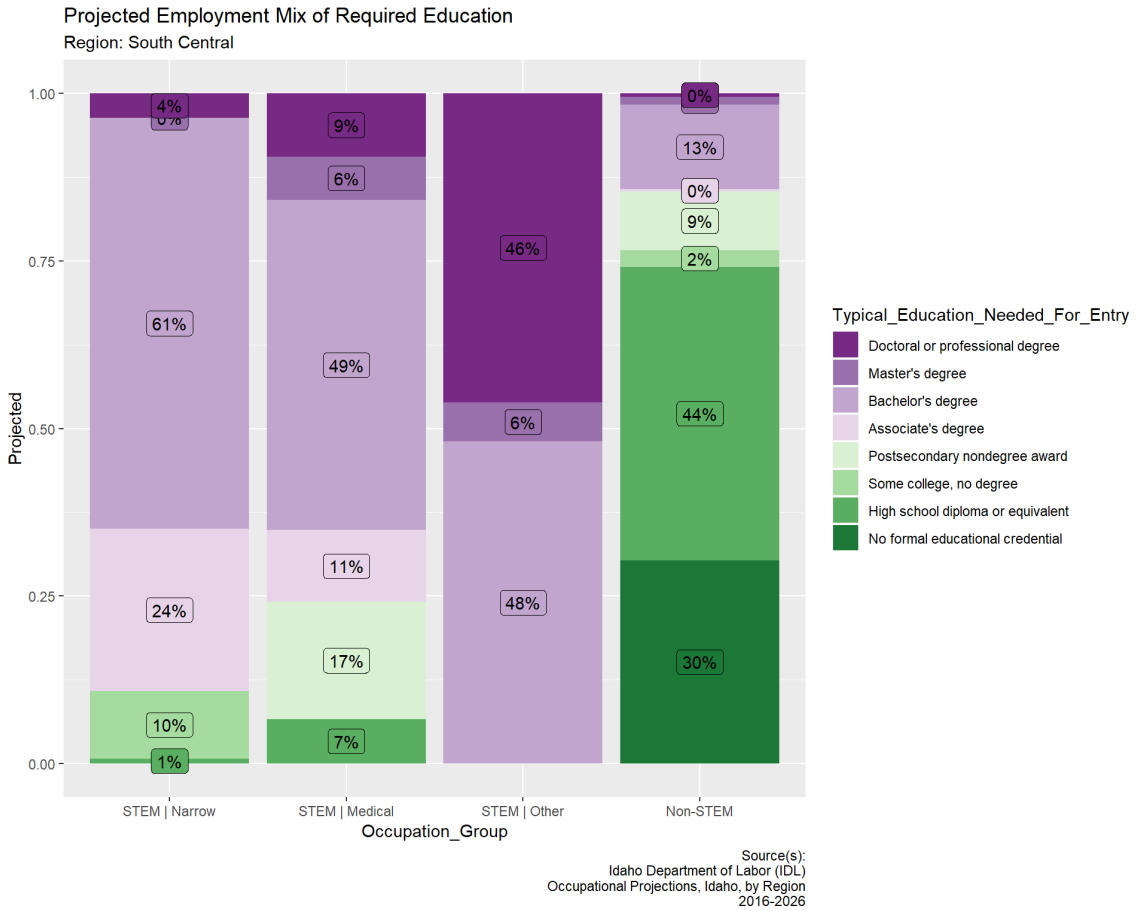

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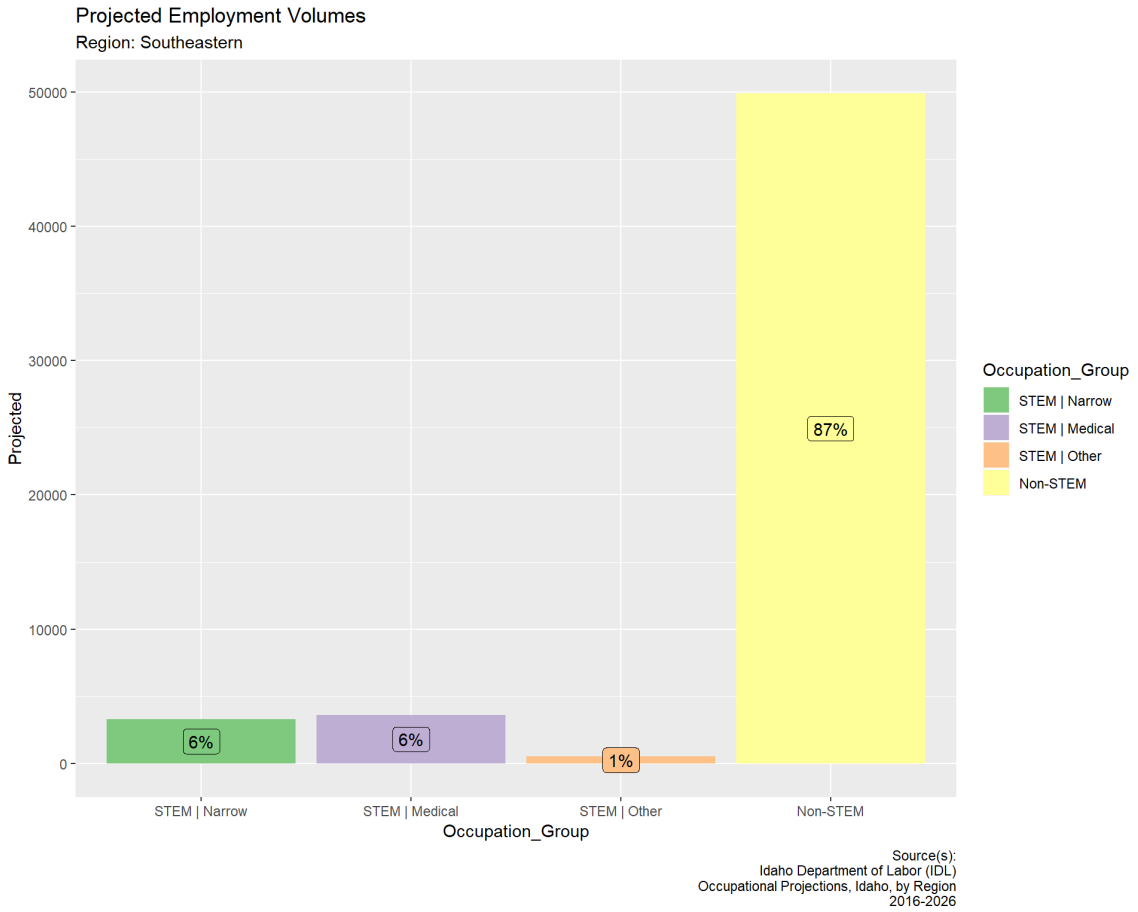

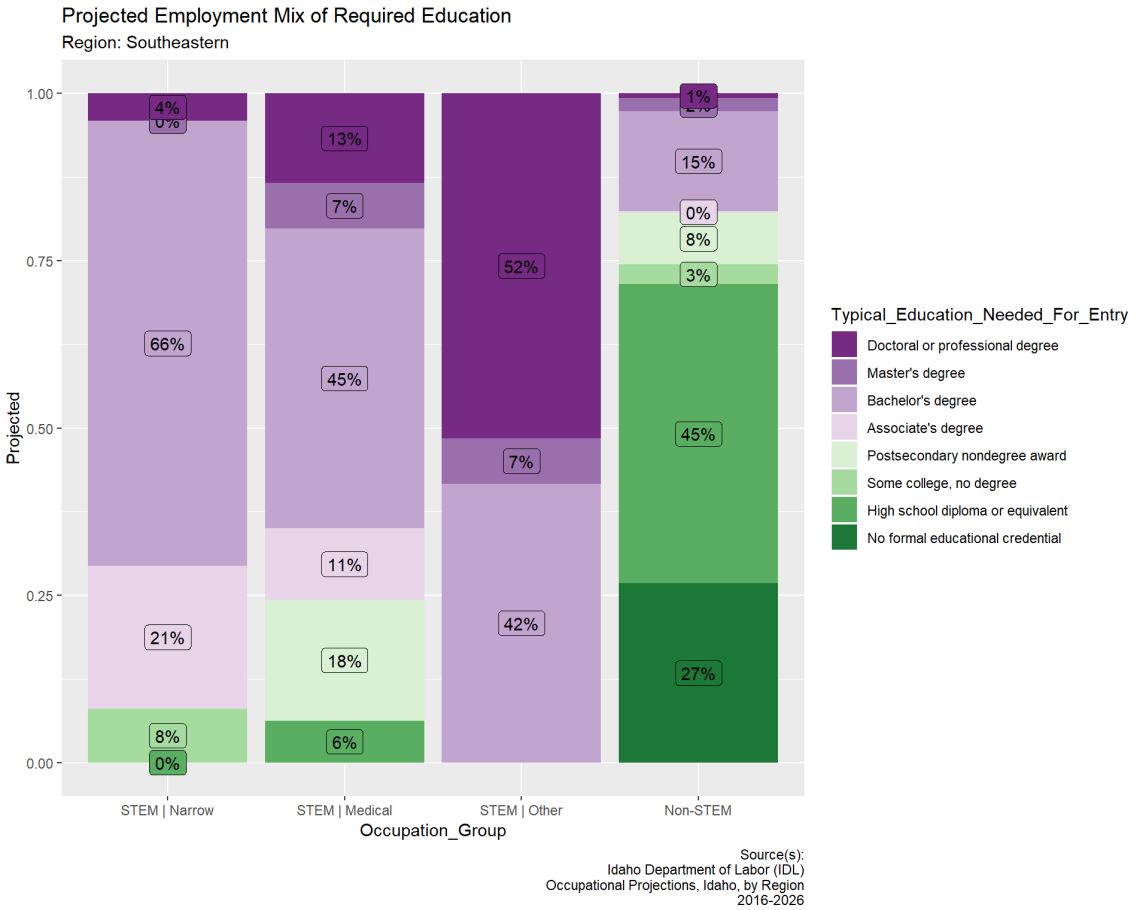

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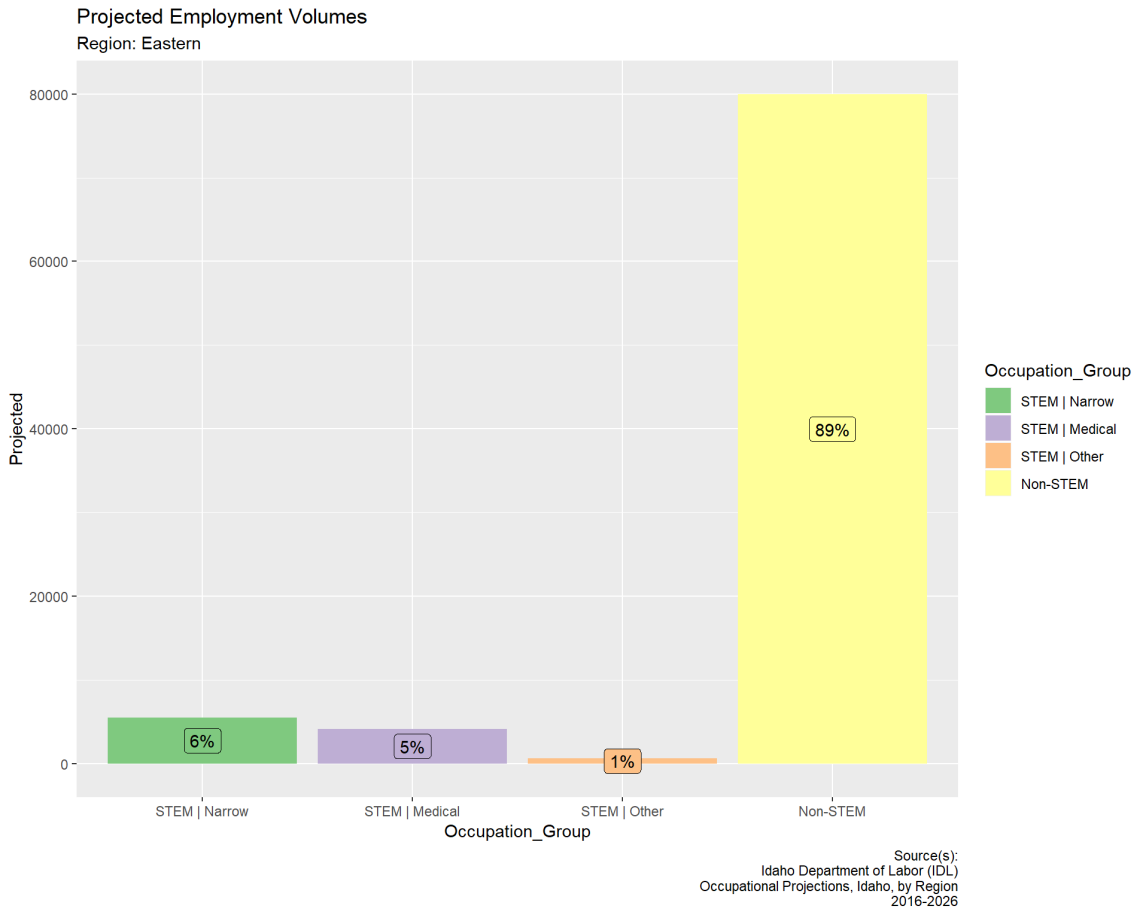
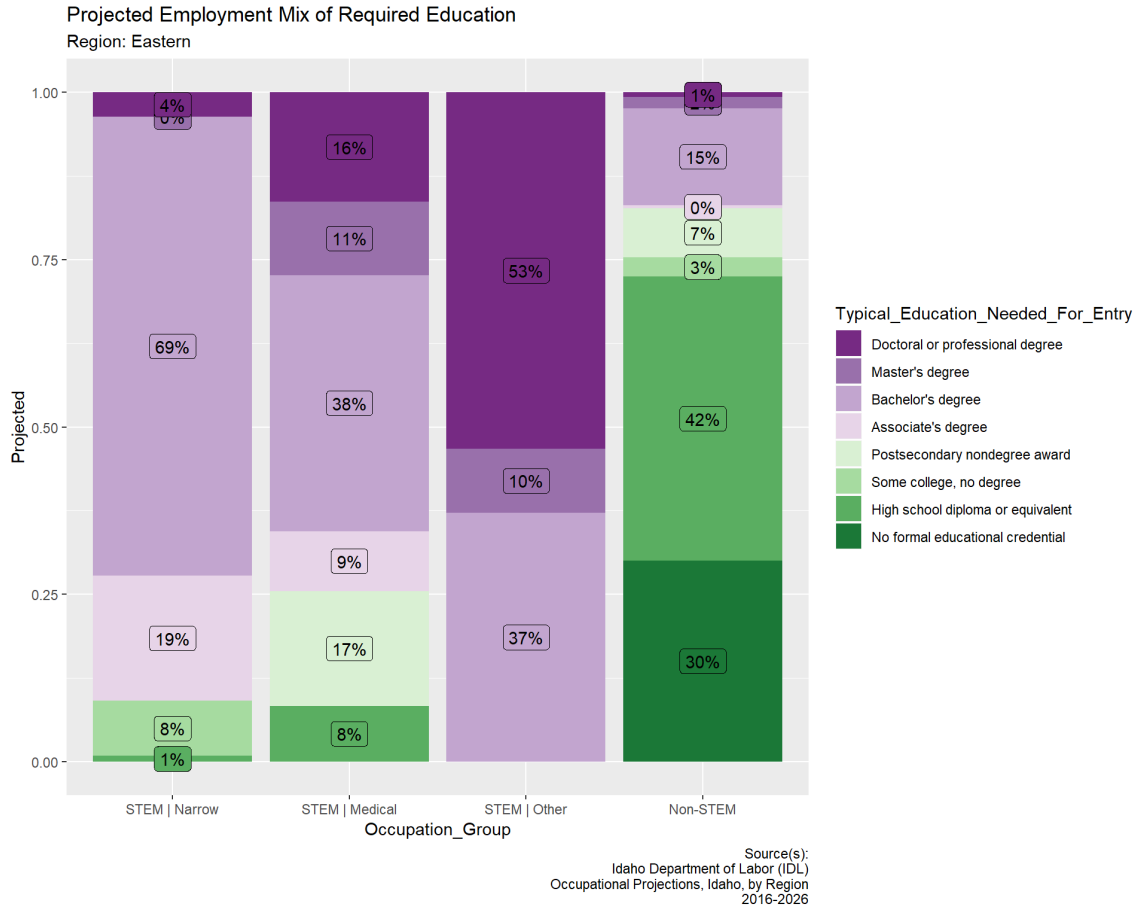
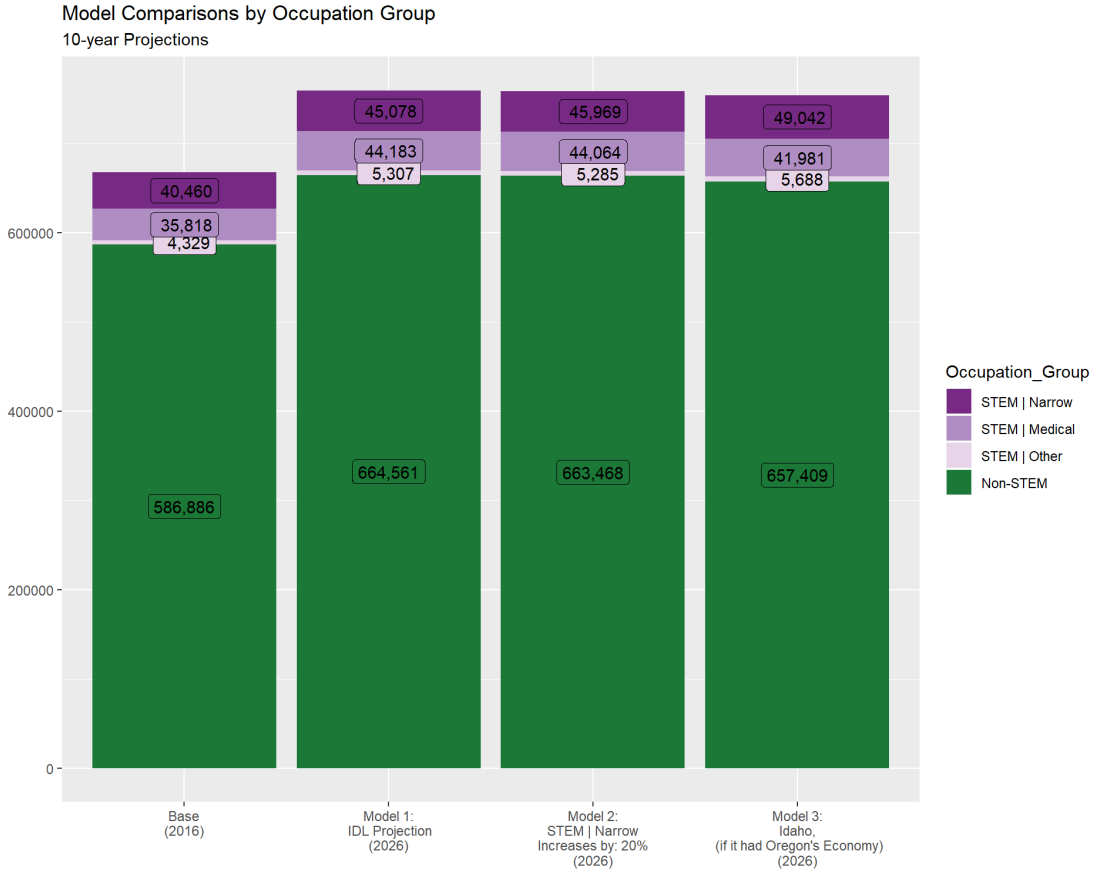


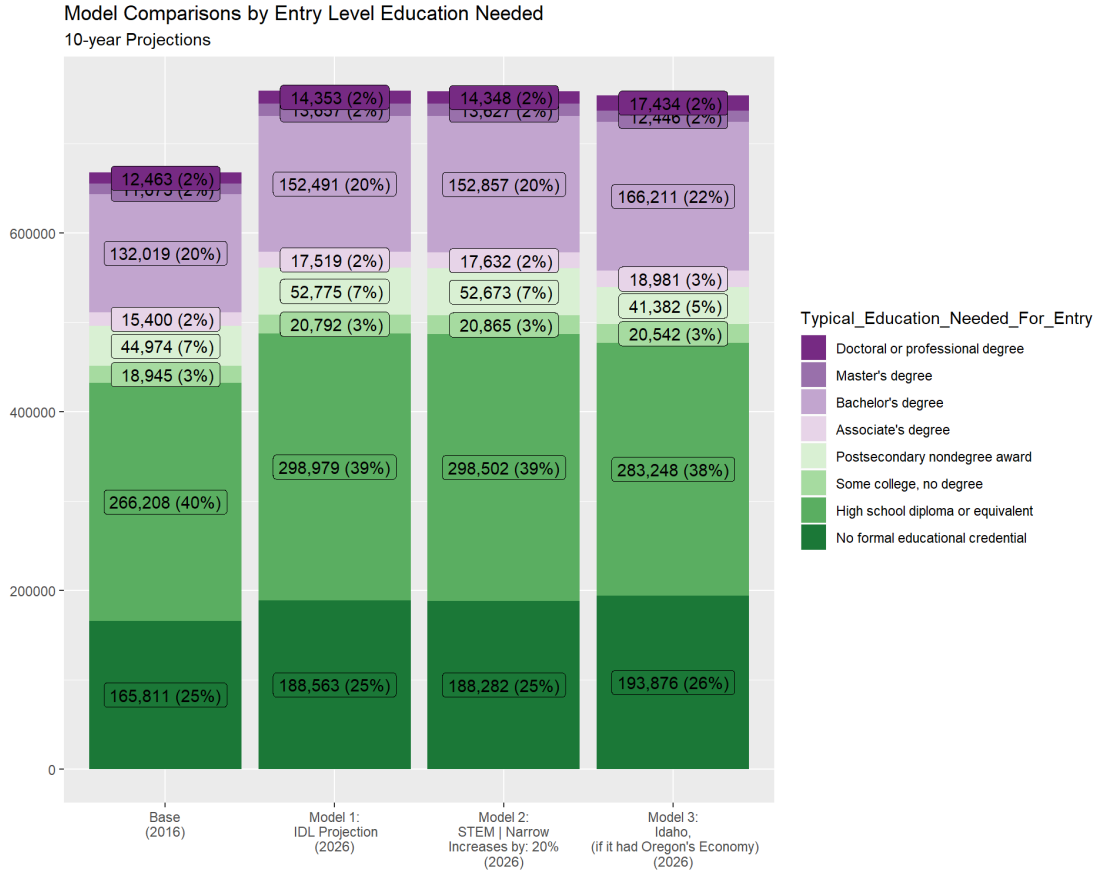


Attachment 1

Projections: Occupations

Typical Education Needed for Entry





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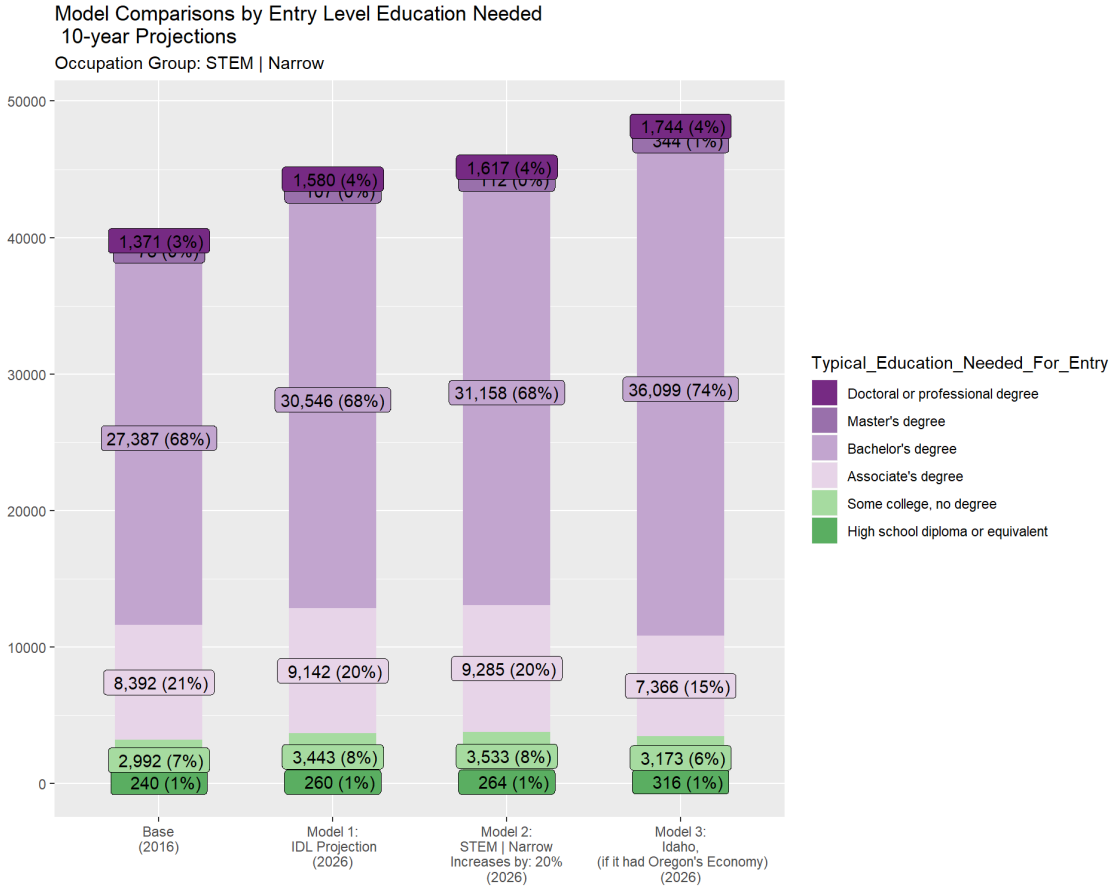

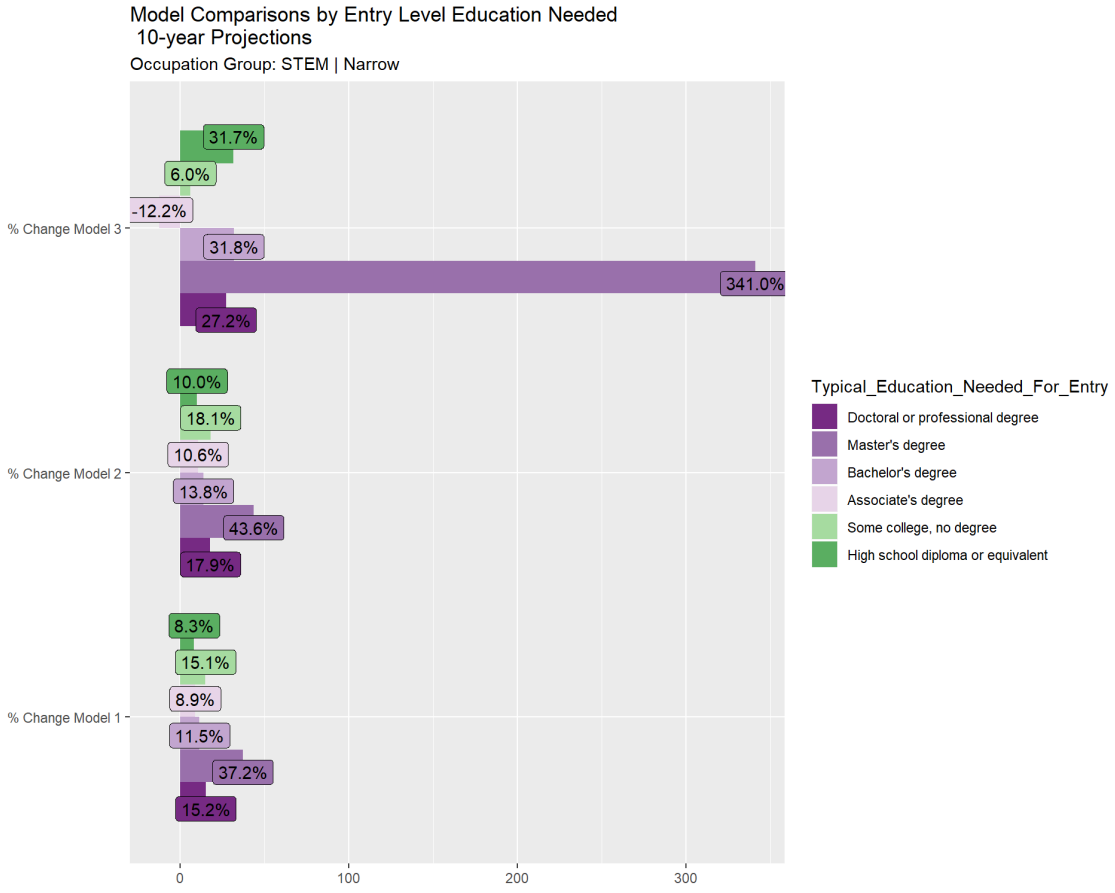

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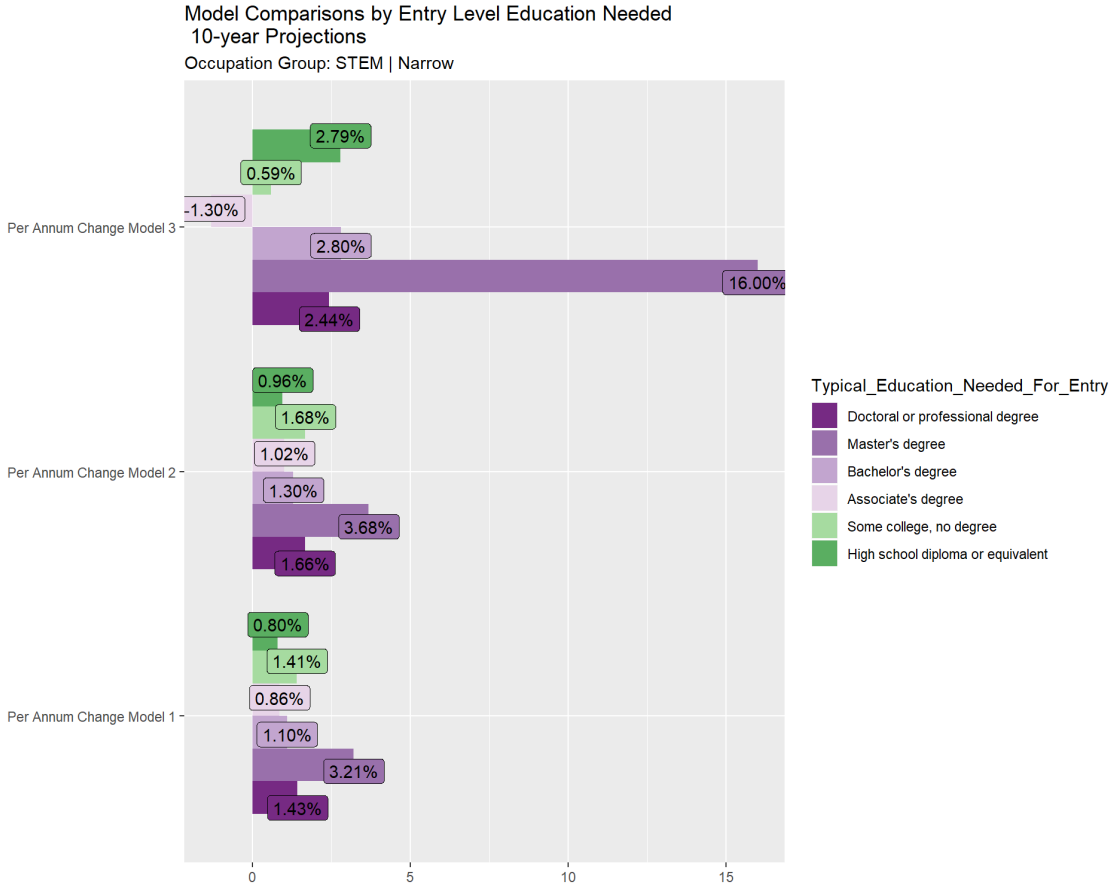

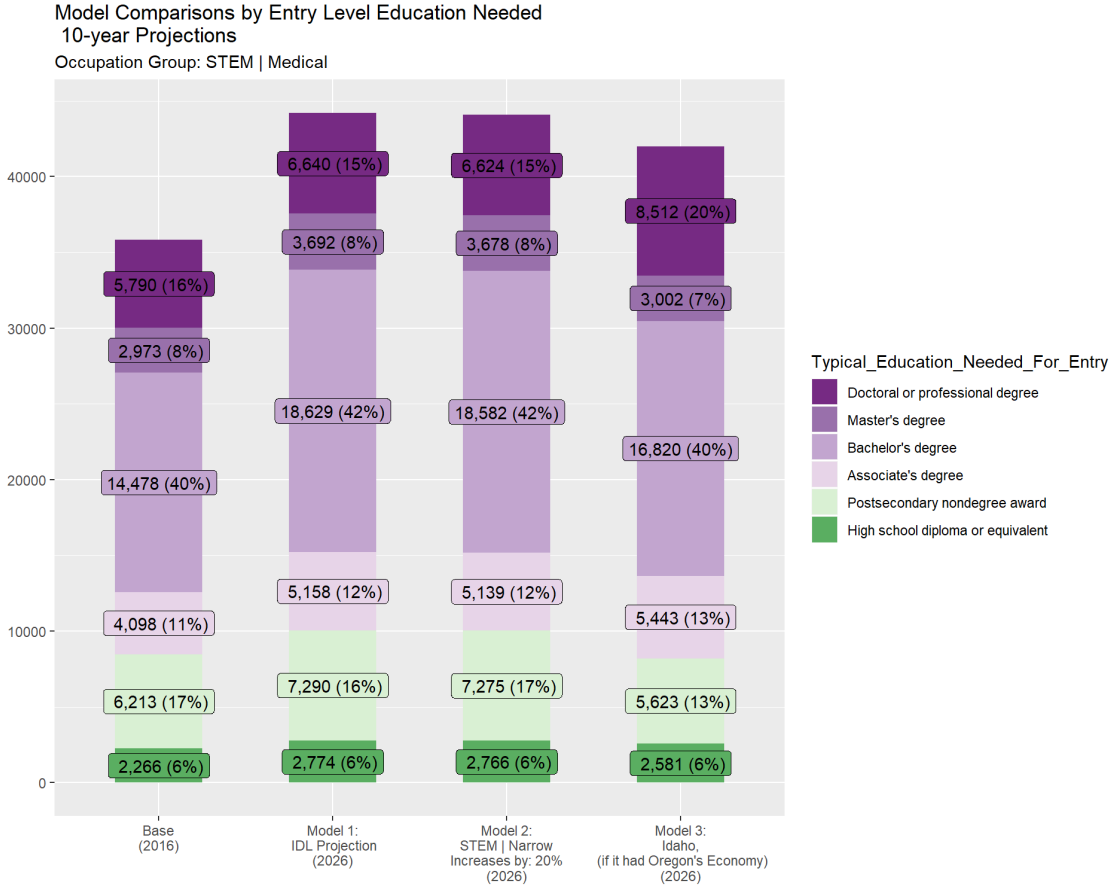

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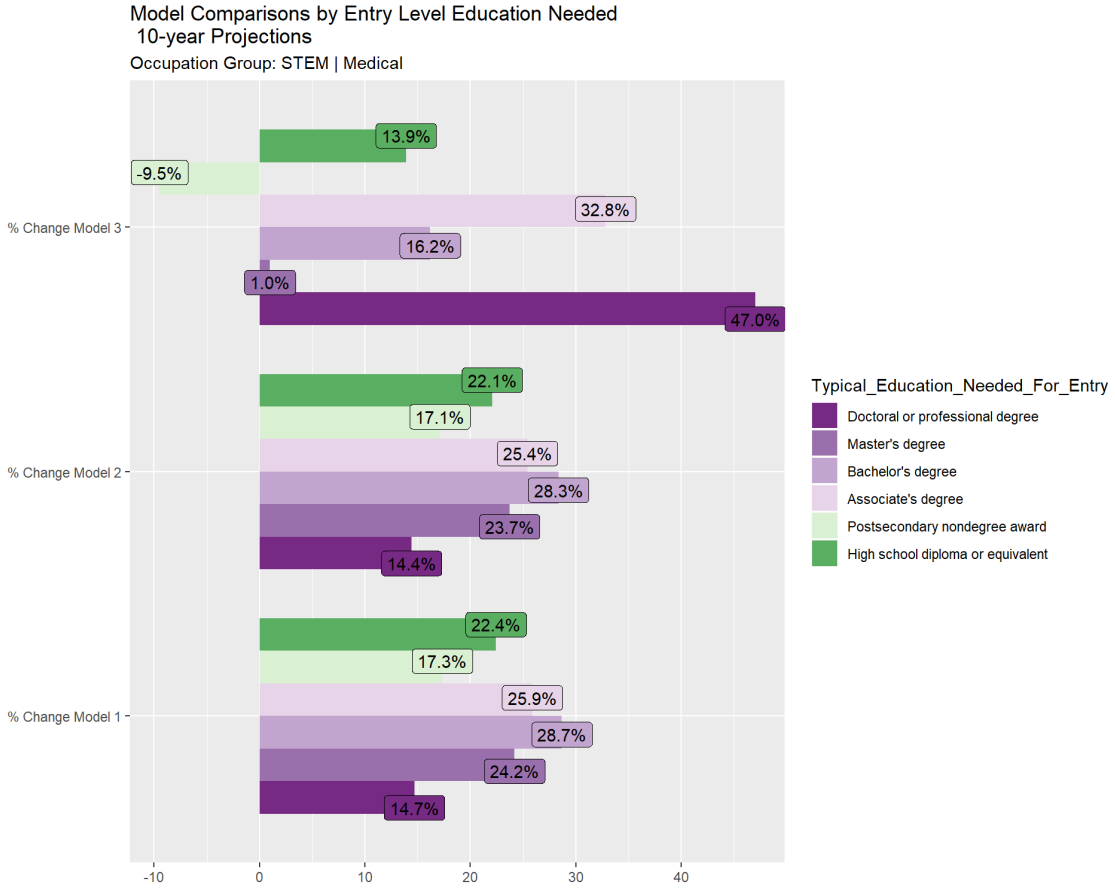

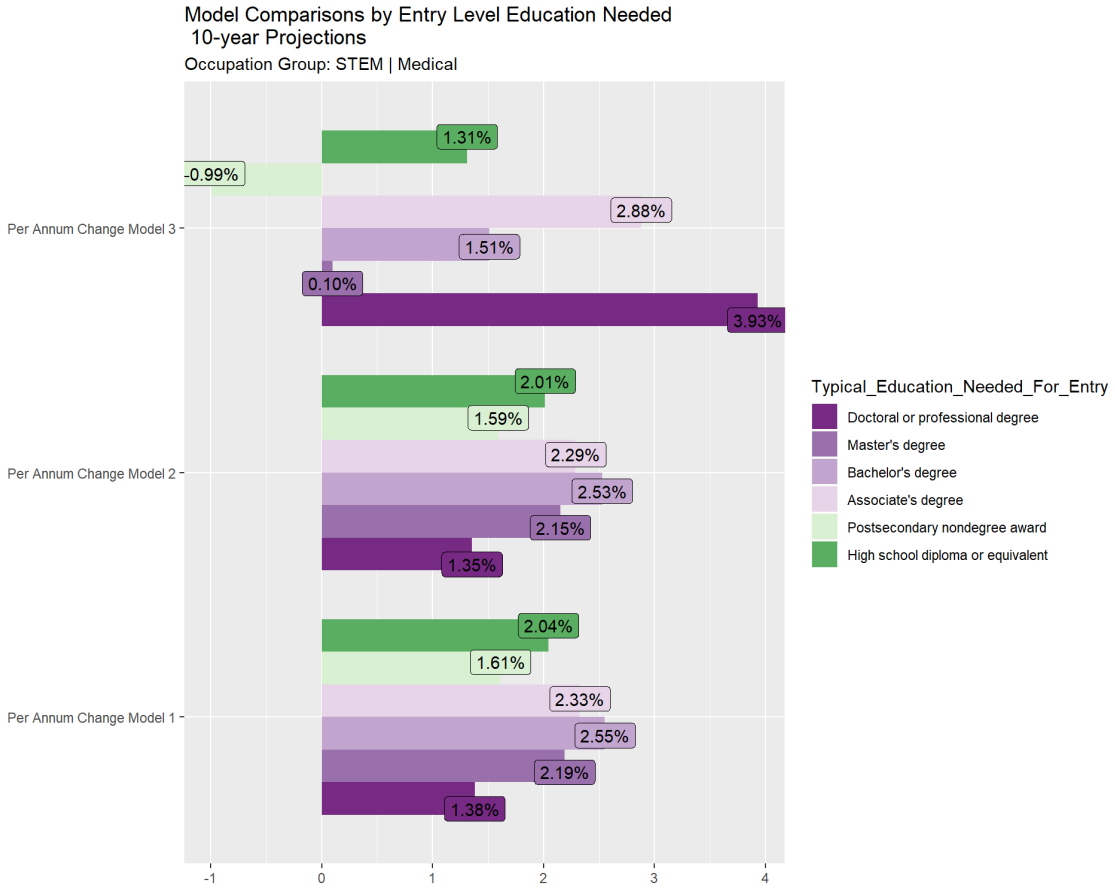

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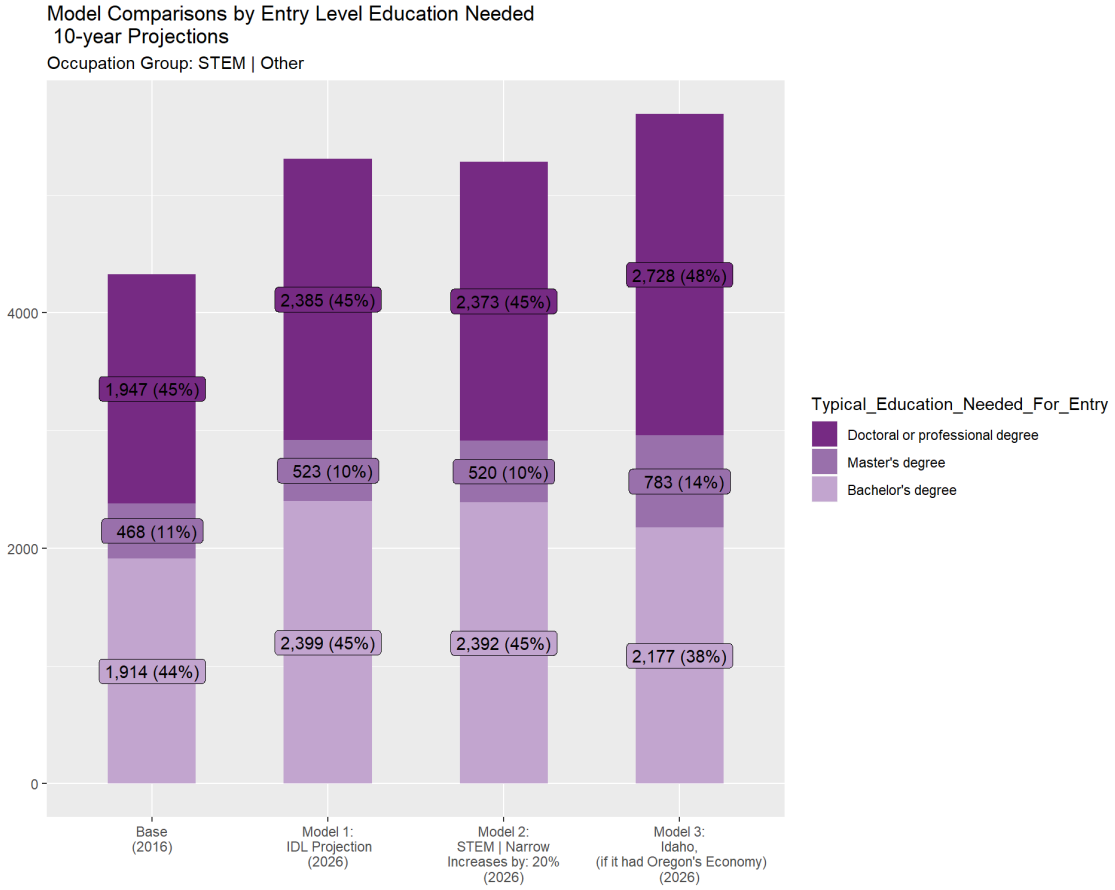

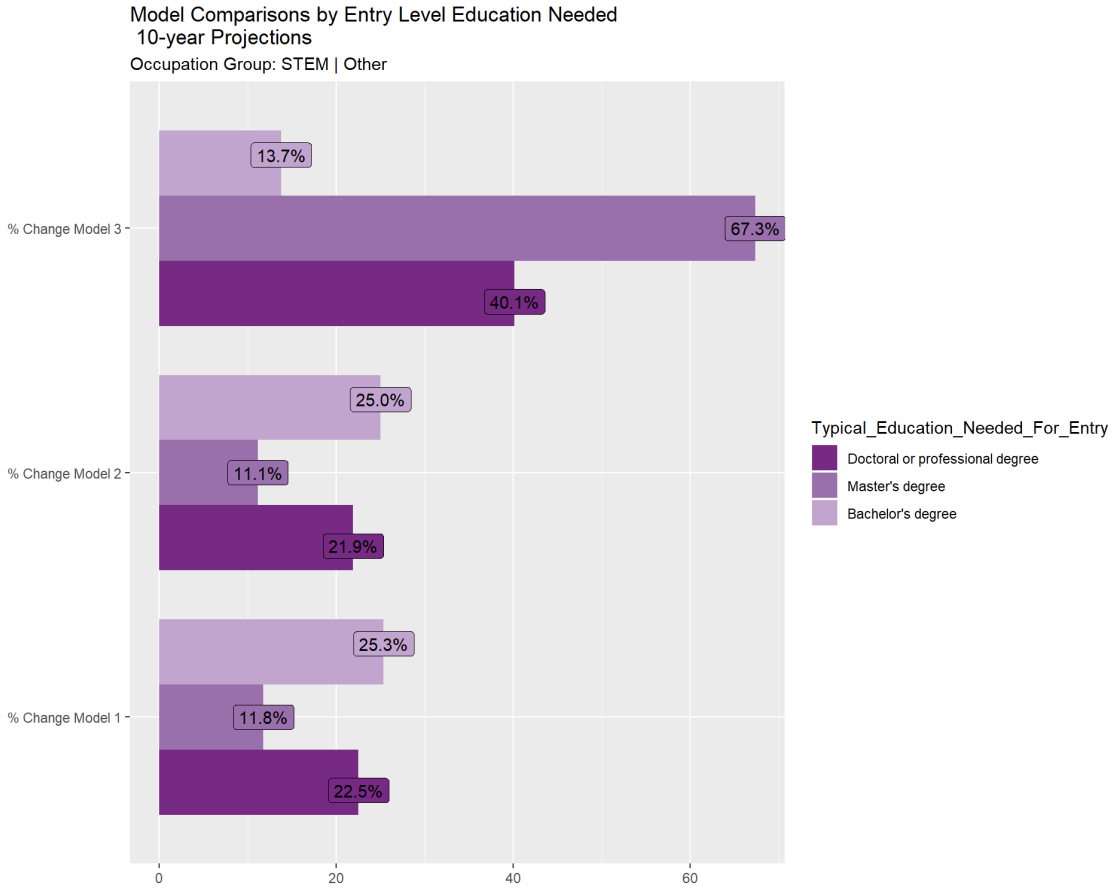

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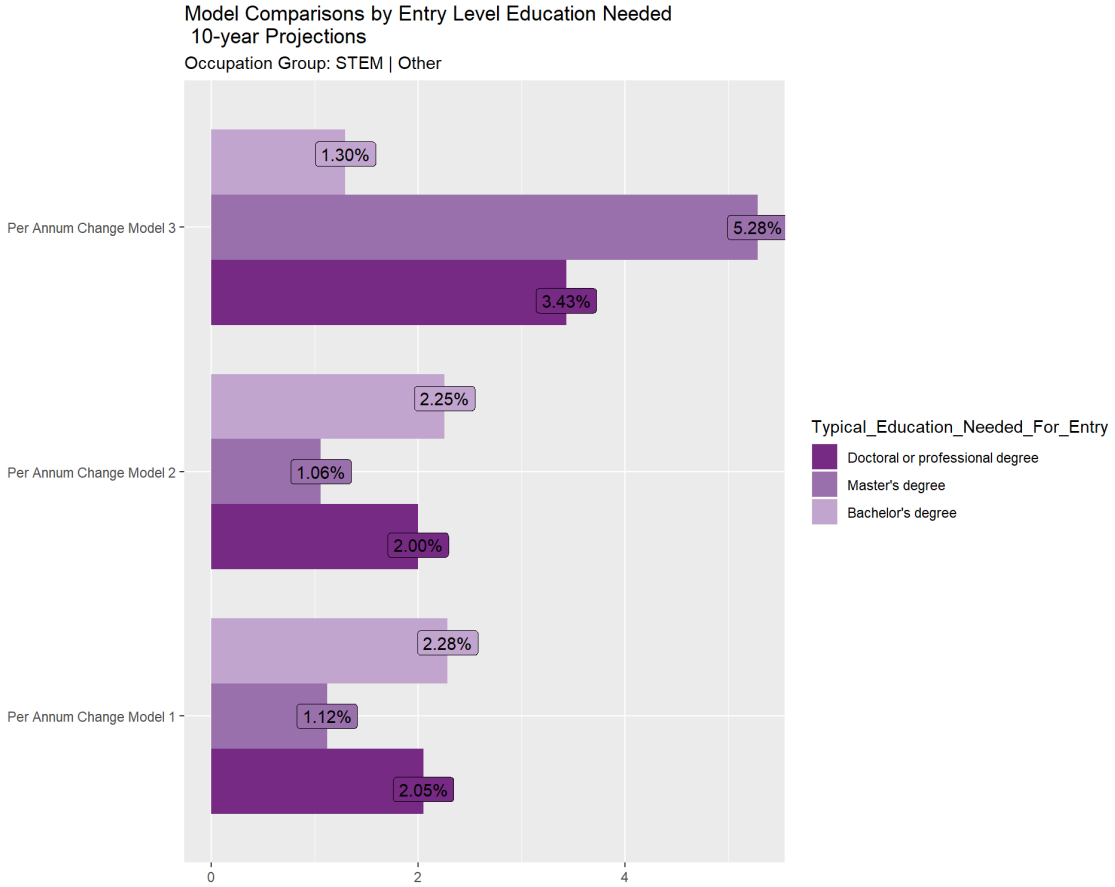

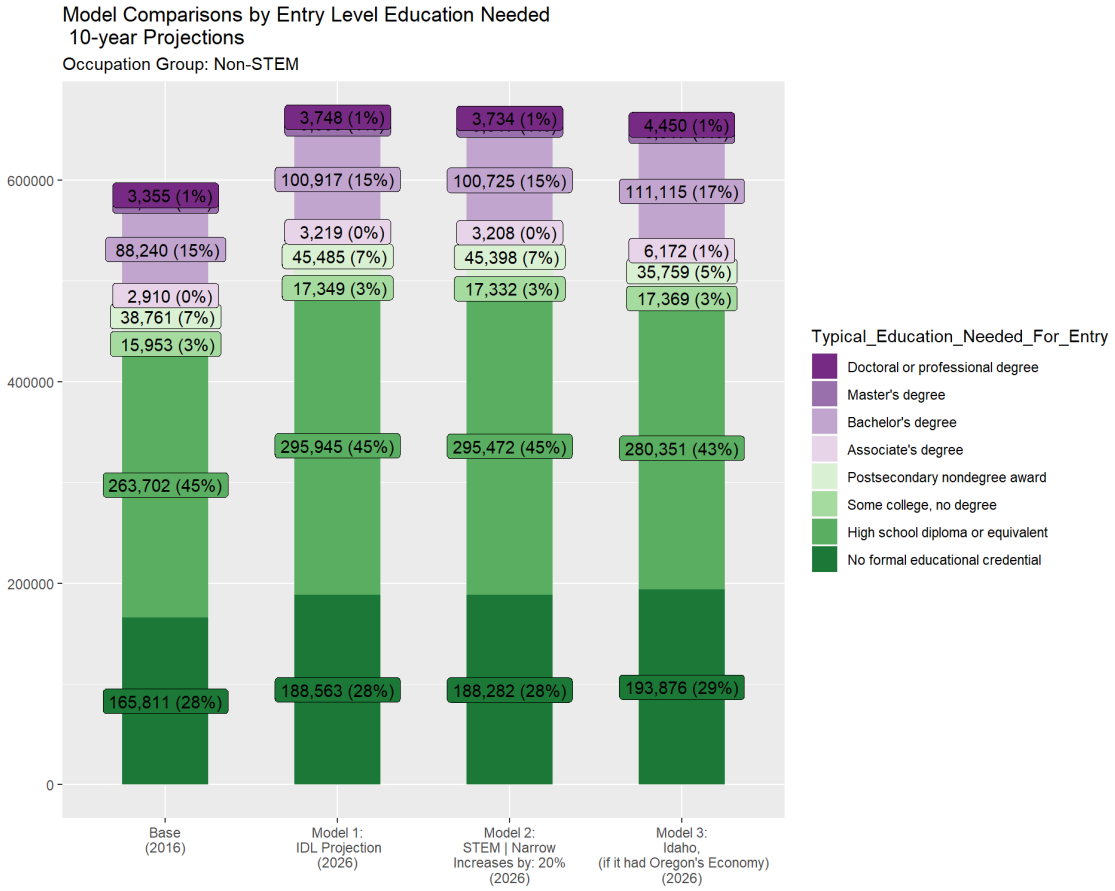

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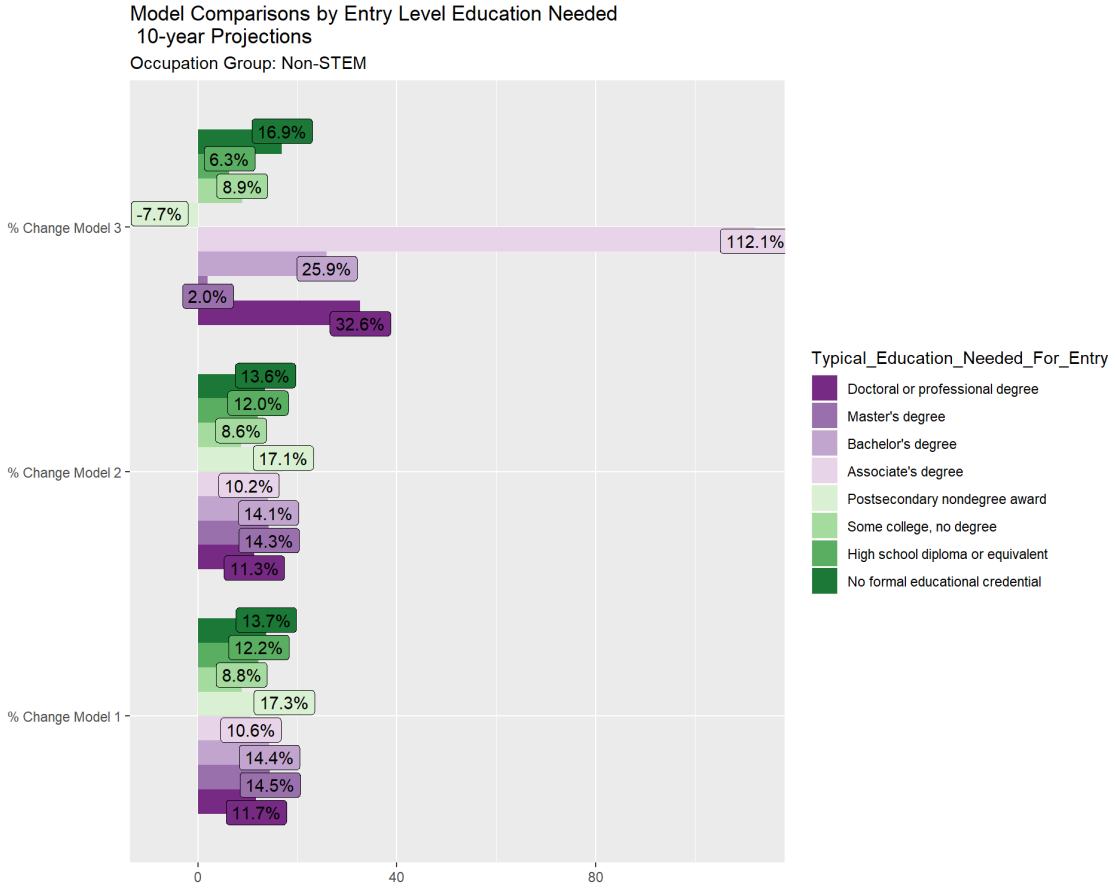
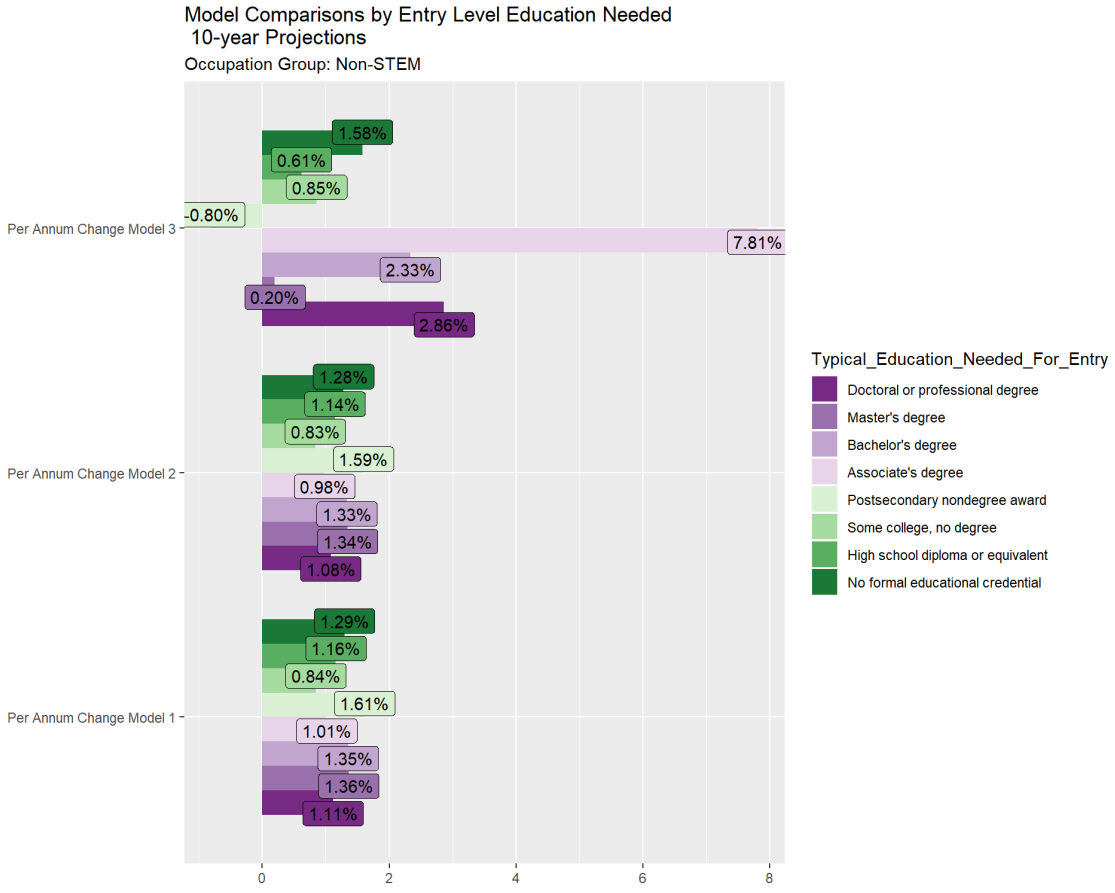




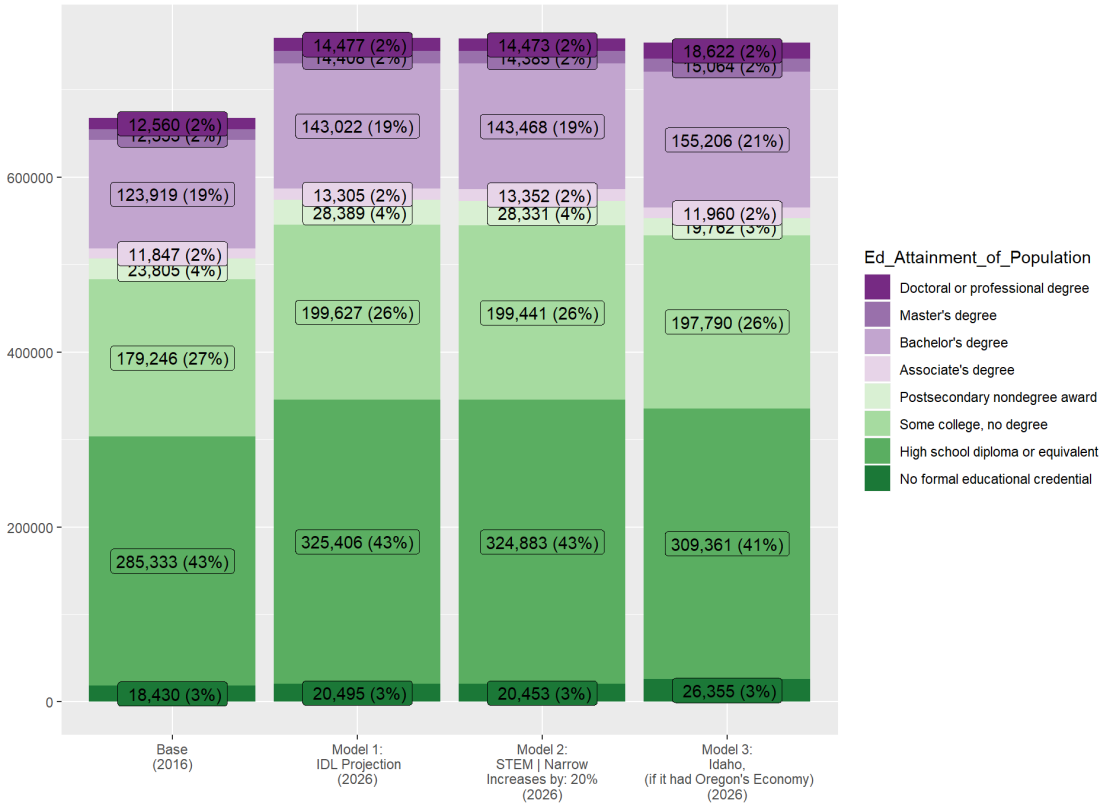
Attachment 1

Educational Attainment of Population in Occupations

Most Frequently Occuring Educational Attainment

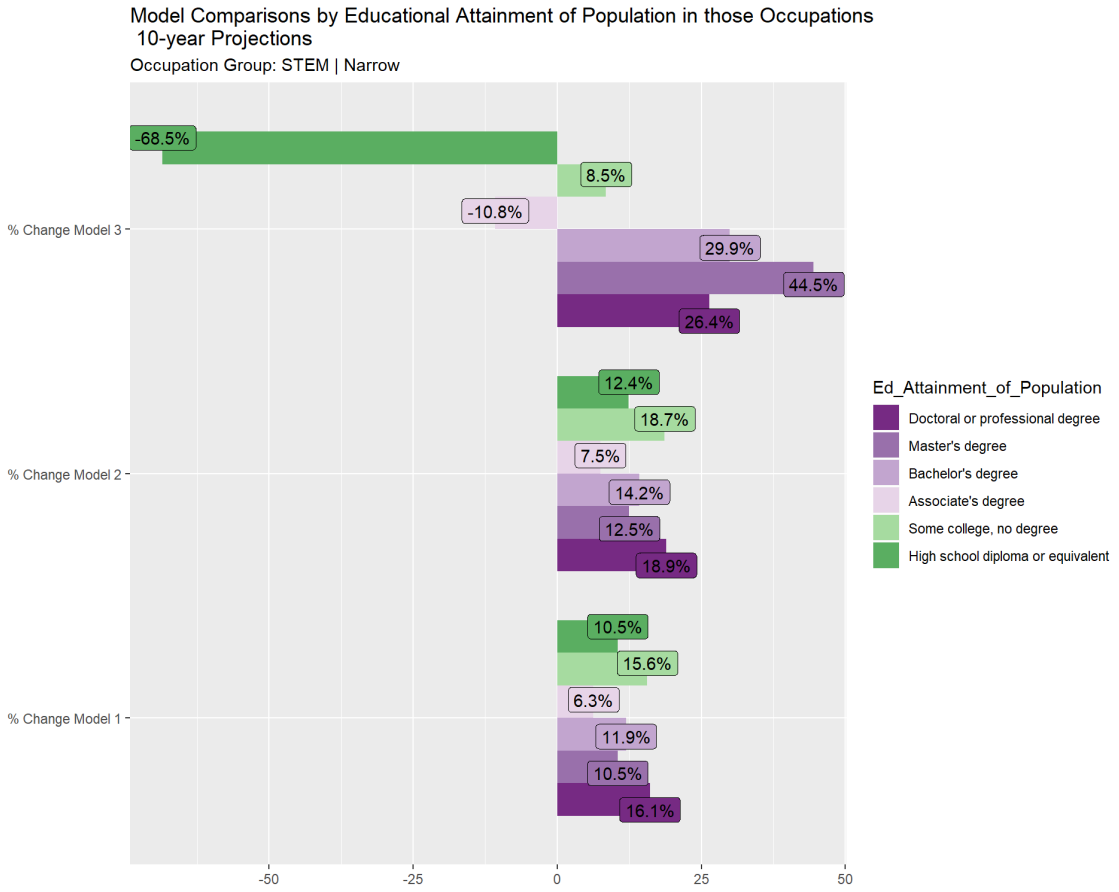
The Idaho Population Age 25 to 64 dataset was summarized by SOC Code and Educational Attainment, sorted descendigly by population estimate and then de-duplicated by SOC Code, allowing for only the most frequently occurring Educational Attainment to remain with each SOC code. Any SOC codes with a missing Education Attainment (because not all SOC Codes exist in the population dataset) were filled in with the Typical Education Required for Entry.

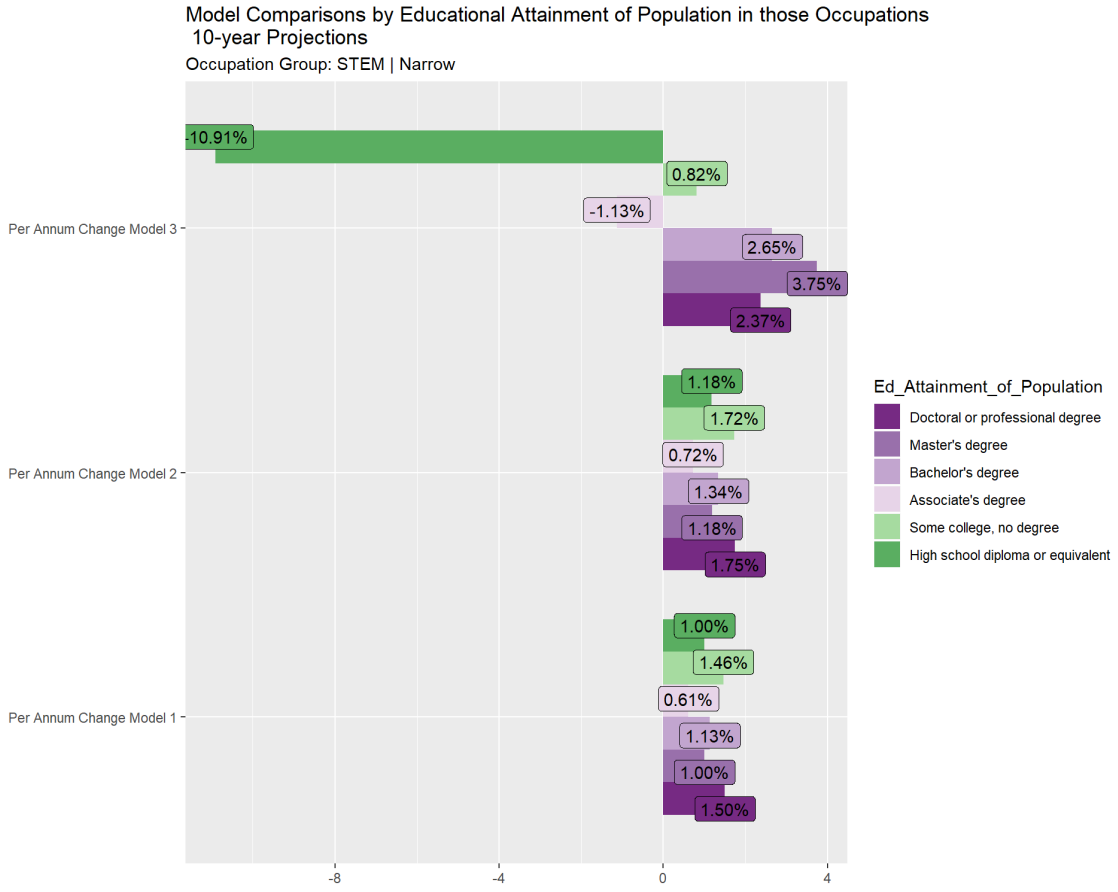
Model Comparisons of Educational Attainment of Population in those Occupations
10-year Projections
by Most Frequently Occurring



Model Comparisons by Educational Attainment of Population in those Occupations
10-year Projections
Occupation Group: STEM | Narrow

Attachment 1





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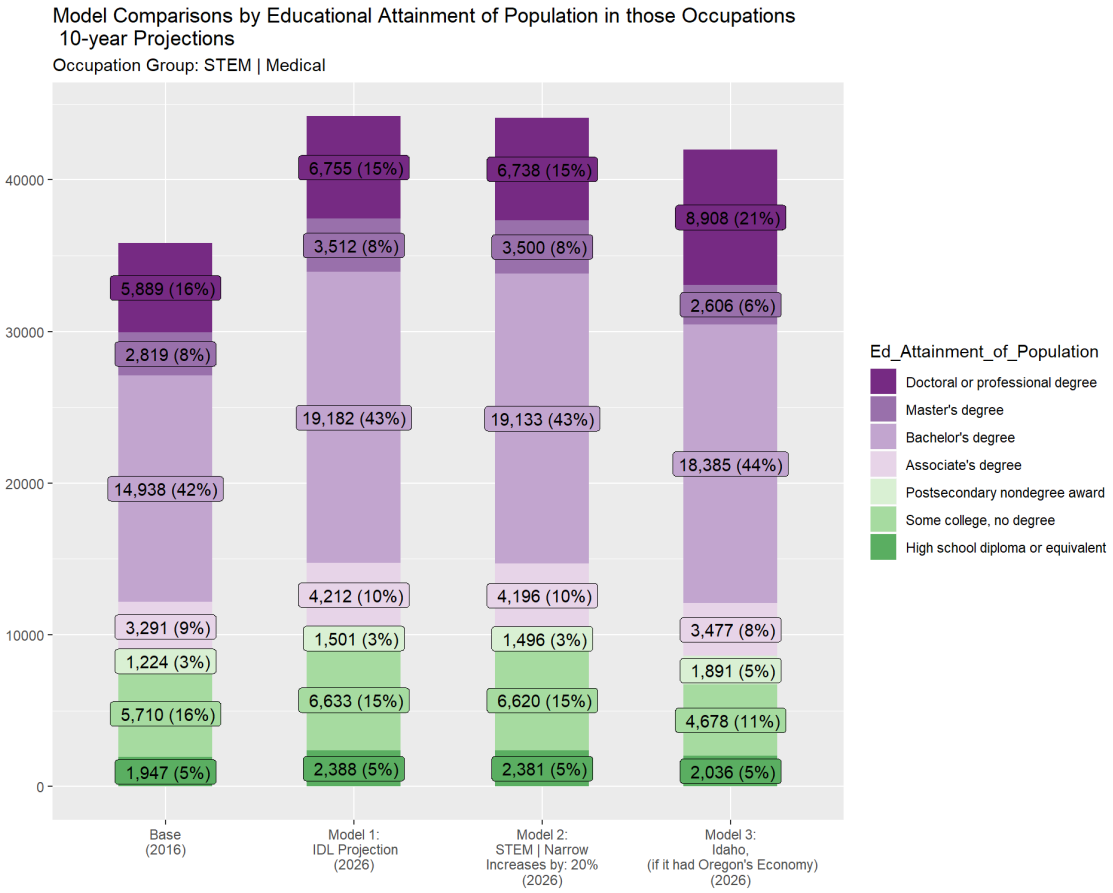

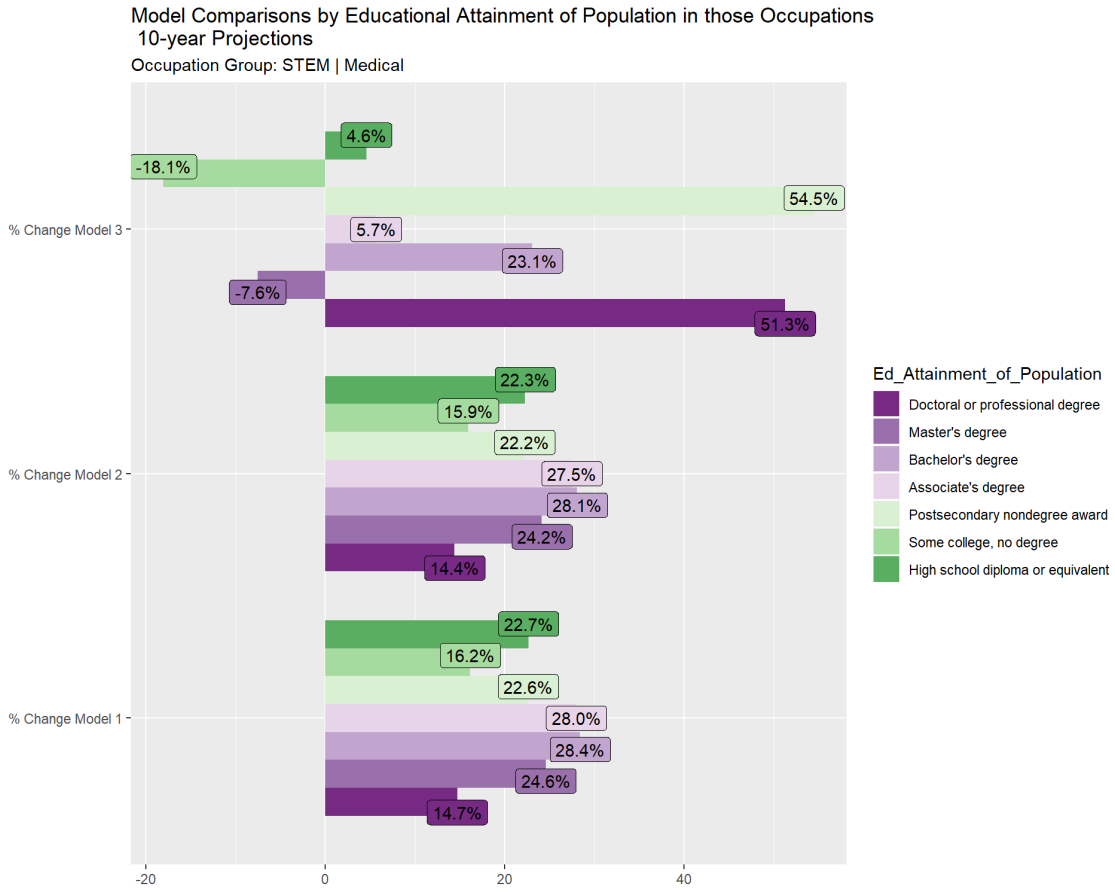

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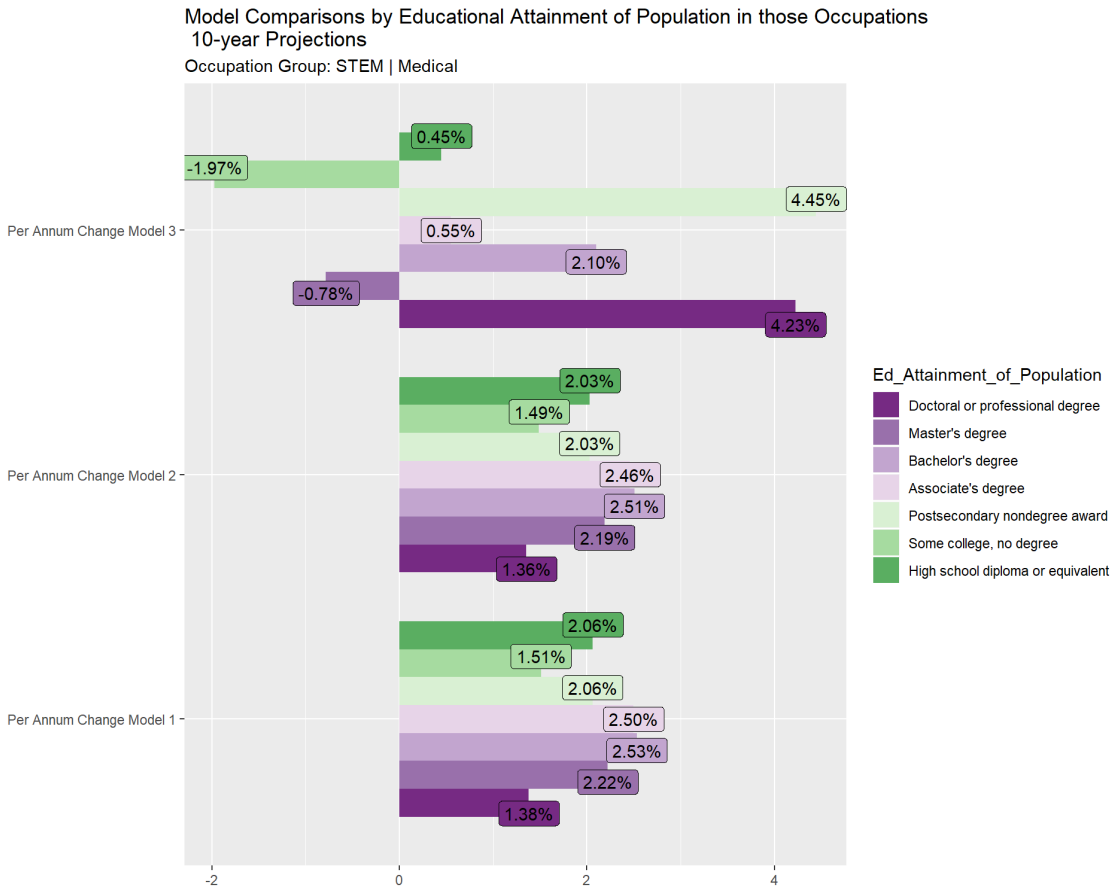

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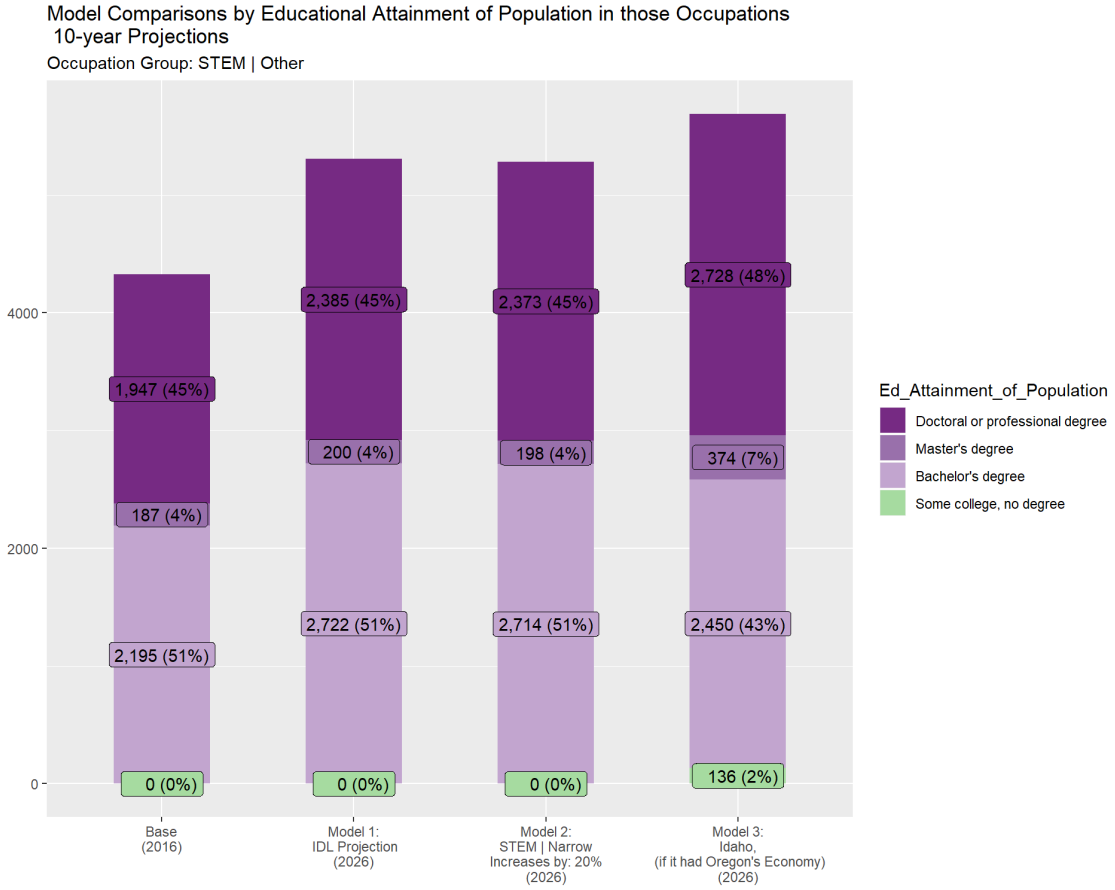

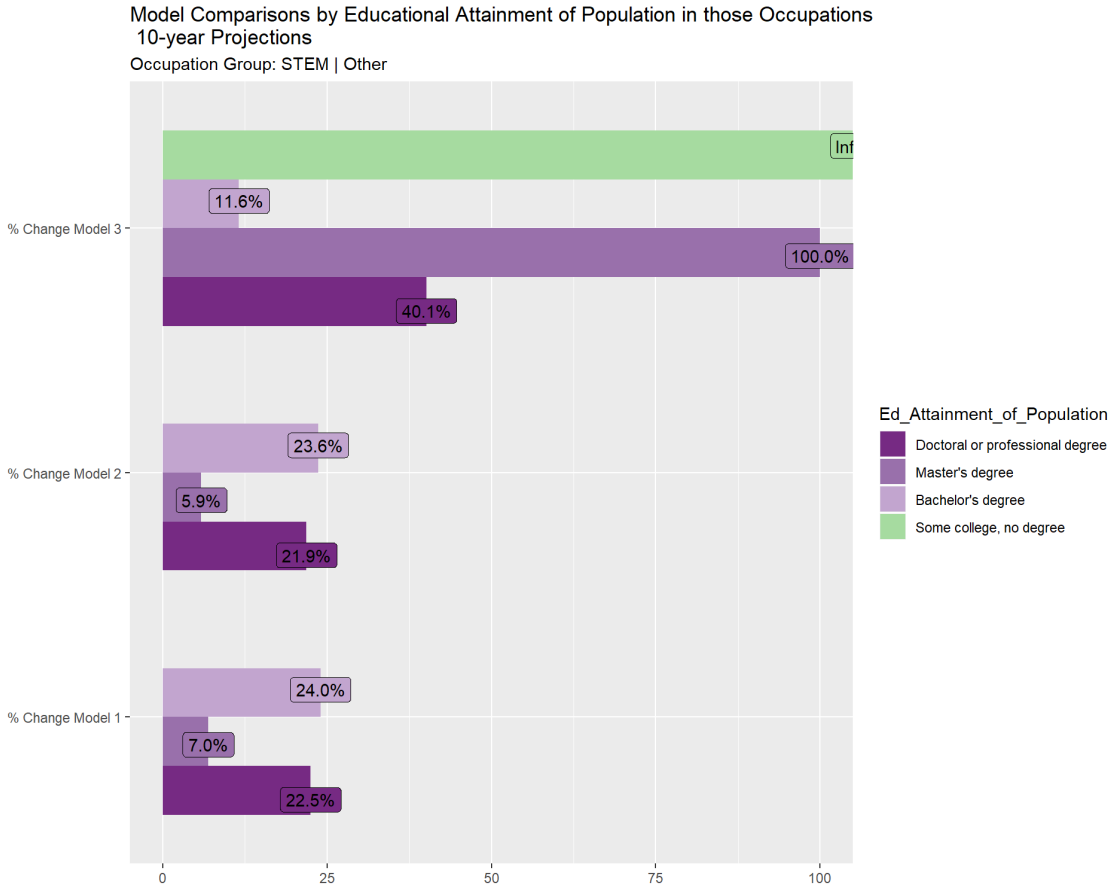

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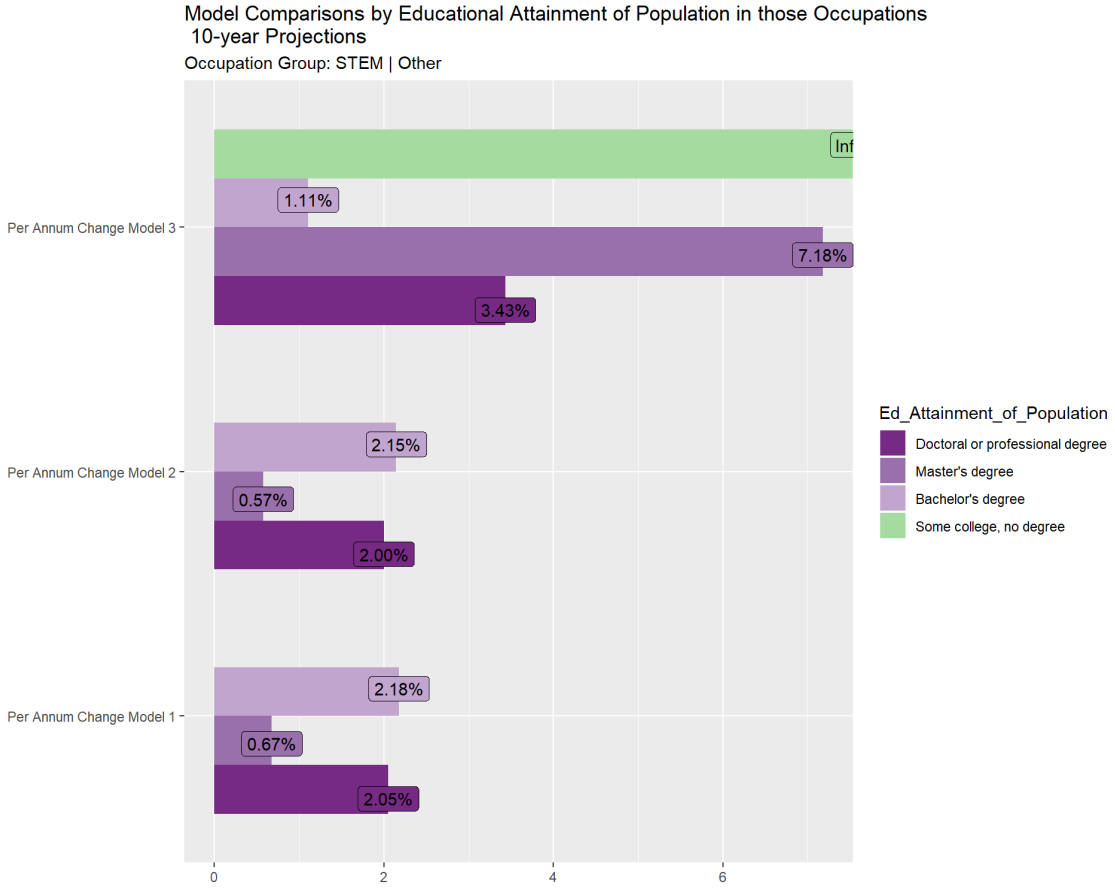

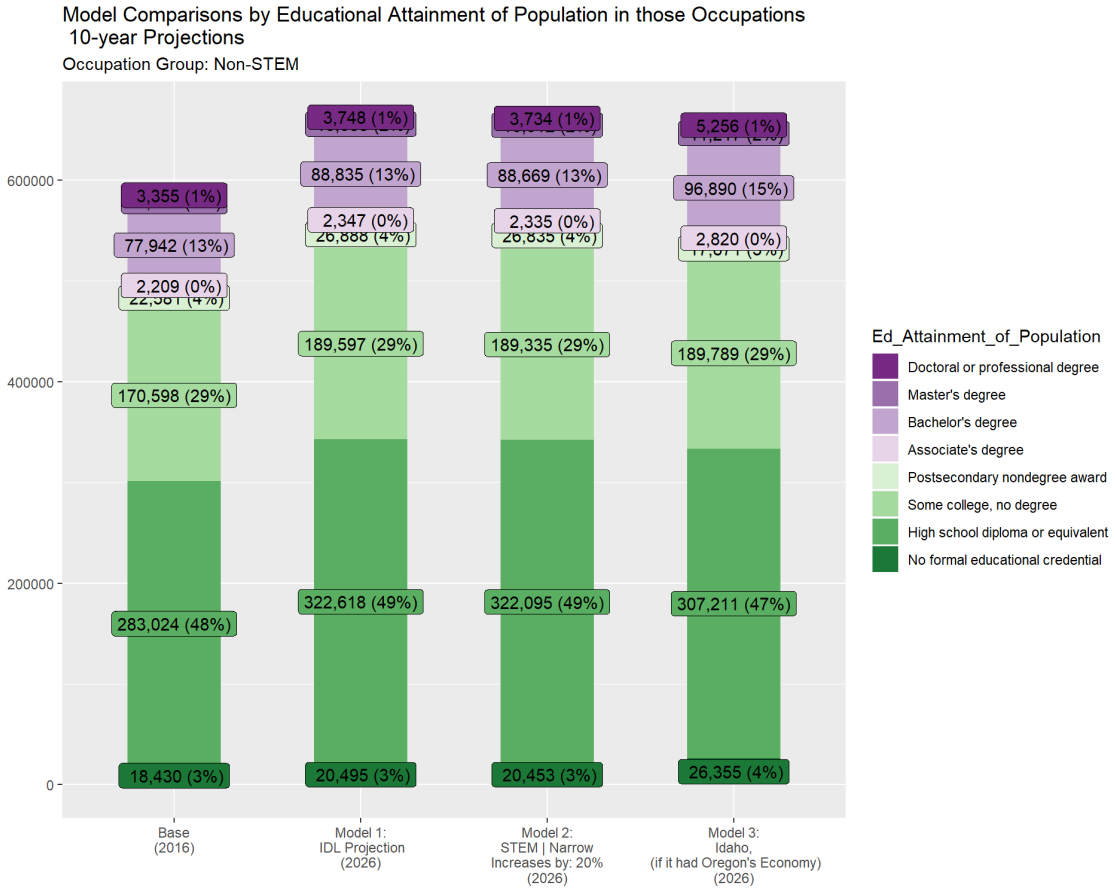

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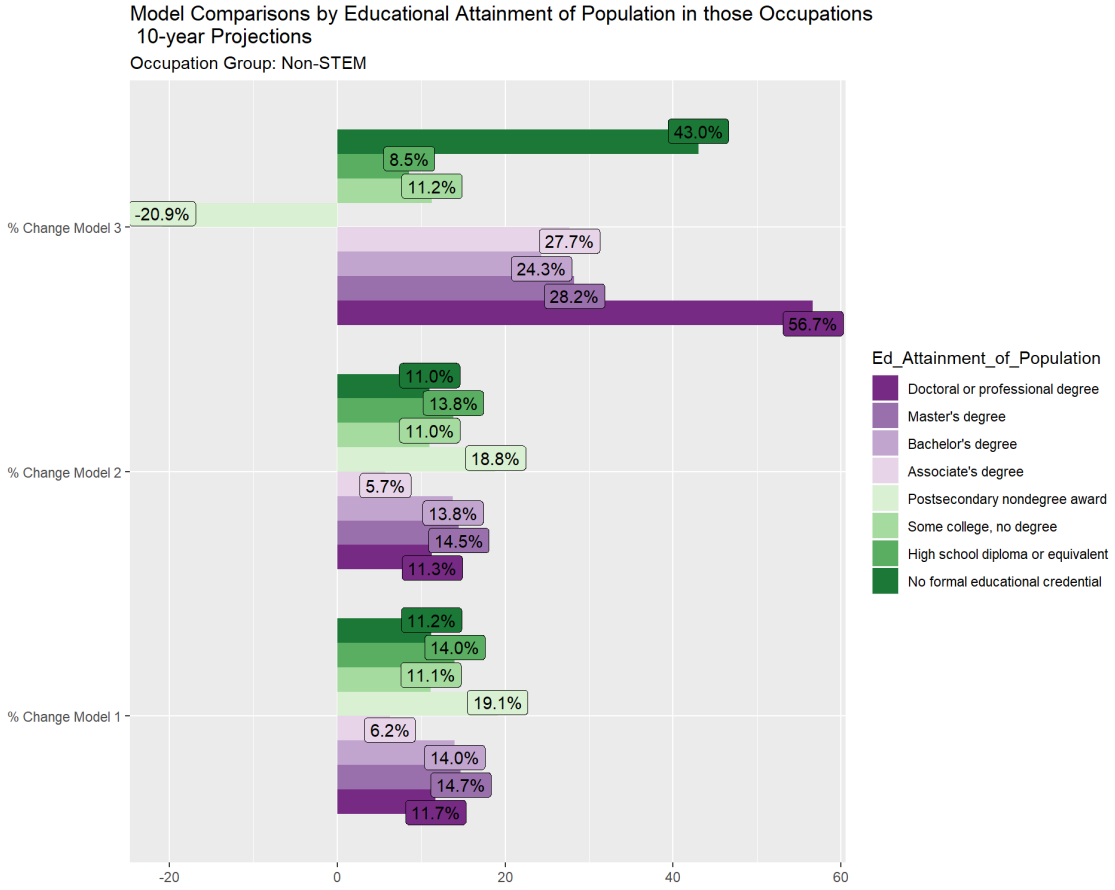
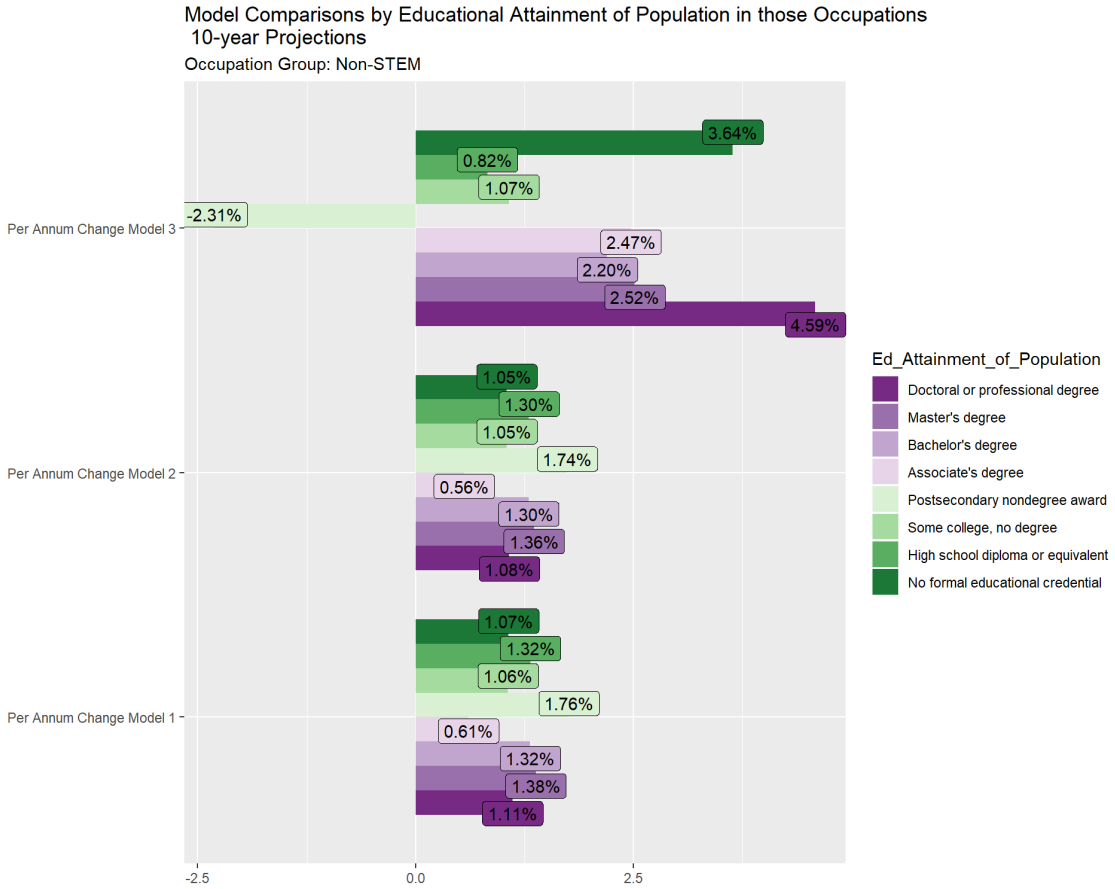


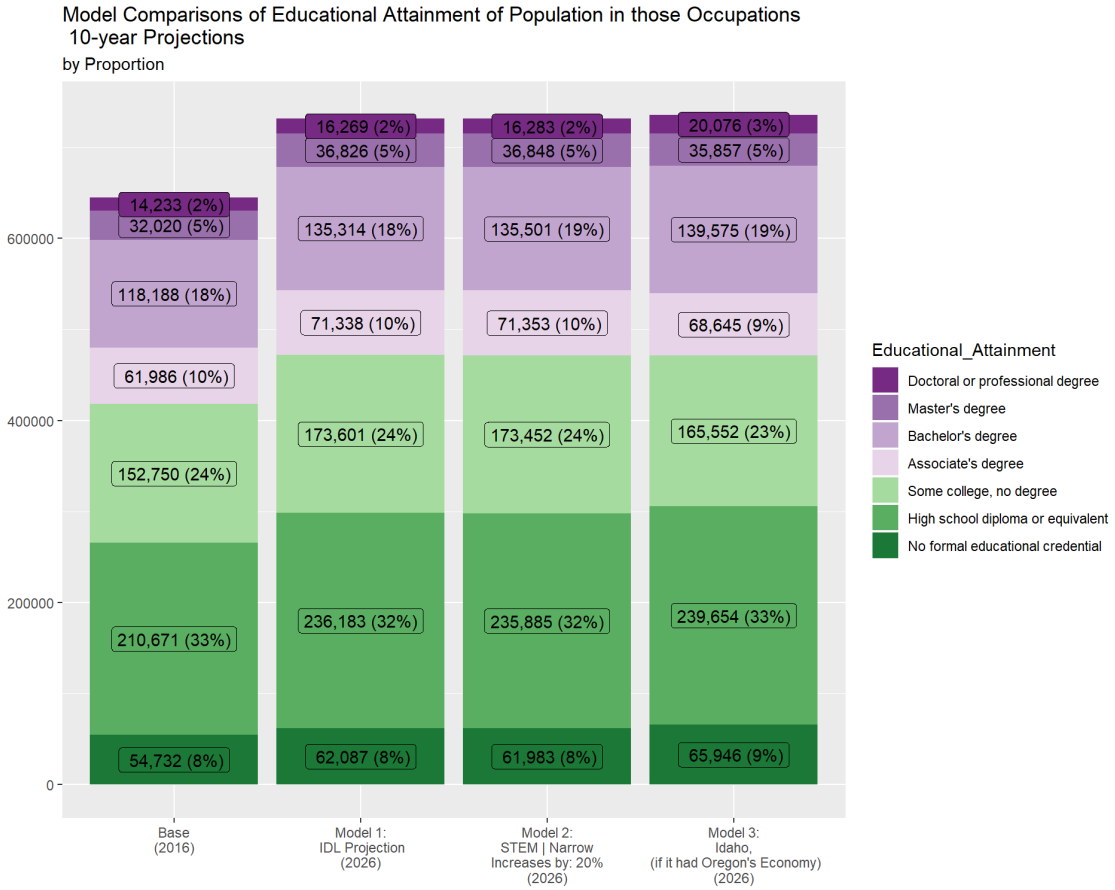


Educational Attainment by Proportion

Attachment 1

The Idaho Population Age 25 to 64 dataset was summarized by SOC Code and Educational Attainment and a percent of total or proportion of each SOC Code-Educational Attainment combination was calculated. The Idaho Occupations dataset was merged with the population dataset on SOC Code, and any SOC Codes with missing Educational Attainment values (because not all SOC Codes exist in the population dataset) were filled in with the Typical Education Required for Entry. These records were also missing their percent of total values, so a value of 1 replaced any missing percent of total values (i.e. A SOC Code would only be missing one Educational Attainment value, therefore 100% of that Educational Attainment would be applied to results). The dataset was reshaped (wide) on Educational Attainment resulting in one record per SOC Code with a percent of total or proportion value for each Edcuational Attainment column. This dataset was joined again to Idaho Occupations on SOC Code, this time selecting base employment and employment projection values. Each of these employment values was multiplied by the percent of total Educational Attainment columns, resulting in proportional employment values for each Educational Attainment column for each SOC Code.

To visualize these models, the dataset was gathered (long) on the Educational Attainment columns, summarized by Model and Educational Attainment and then rendered in a plot.



Attachment 1

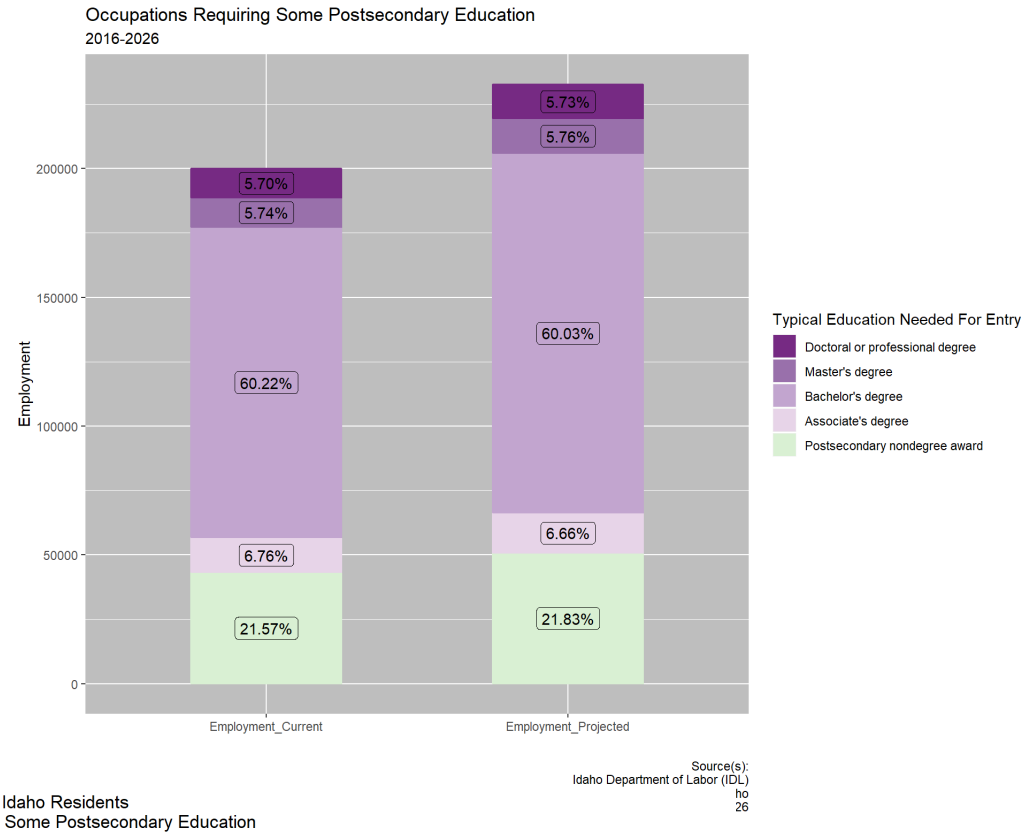
Idaho's overall projected employment growth from 2016-2026 is 14%.

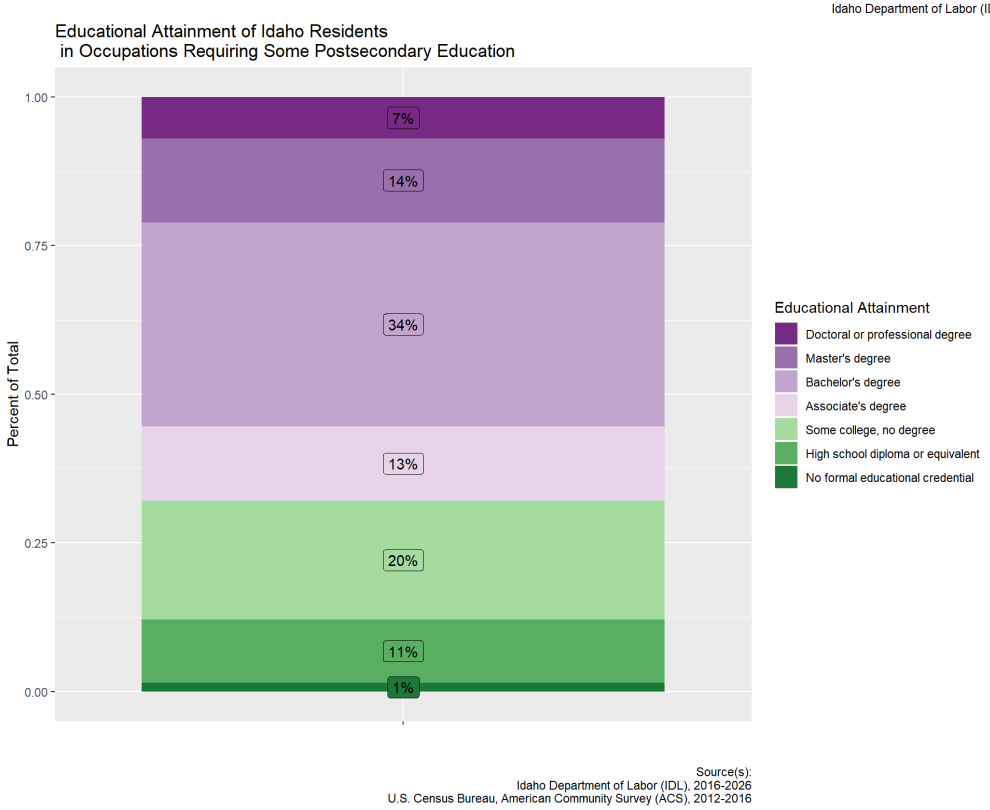
Occupations Requiring Some Postsecondary Education

"Some postsecondary education" includes occupations requiring the following typical education needed for entry: **Bachelor's degree, Master's degree, Associate's degree, Postsecondary nondegree award, Doctoral or professional degree.**

These occupations represent current employment figures of **200,095** out of a total of **667,493** (30%). Projected employment in these occupations is **232,645** out of a total of **759,129** (31%). Overall projected growth in these occupations is 16%, compared to a projected overall growth of 14%.

These occupations make up **25%** of total annual job openings.





Attachment 1

Occupation vs Population

Educational Attainment	STEM | Narrow: Postsecondary nondegree award	STEM | Narrow: Associate's degree	STEM | Narrow: Bachelor's degree	STEM | Narrow: Master's degree	STEM | Narrow: Doctoral or professional degree	STEM | Medical: Postsecondary nondegree award	STEM | Medical: Associate's degree	STEM | Medical: Bachelor's degree	STEM | Medical: Master's degree	STEM | Medical: Doctoral or professional degree
Doctoral or professional degree		0.2%	8.9%	0.1%	0.1%	0.1%	0.3%	0.1%	3.3%	34.5%
Master's degree		0.8%	13.6%	0.1%	0.1%	0.2%	0.6%	3.6%	5.6%	0.9%
Bachelor's degree		1.2%	16.8%	0.1%		0.8%	2.3%	9.0%	0.5%	0.9%
Associate's degree		4.8%	8.8%			5.6%	4.7%	16.8%	1.0%	0.5%
Some college, no degree		2.8%	6.7%	0.0%		6.8%	1.3%	1.5%	0.7%	0.1%
High school diploma or equivalent		2.7%	5.5%			7.4%	0.3%	1.1%	0.6%	0.1%
No formal educational credential		0.7%	2.3%			4.7%	0.4%	2.4%		

Educational Attainment	STEM | Other: Postsecondary nondegree award	STEM | Other: Associate's degree	STEM | Other: Bachelor's degree	STEM | Other: Master's degree	STEM | Other: Doctoral or professional degree	Non-STEM: Postsecondary nondegree award	Non-STEM: Associate's degree	Non-STEM: Bachelor's degree	Non-STEM: Master's degree	Non-STEM: Doctoral or professional degree
Doctoral or professional degree			1.2%	1.3%			0.1%	17.0%	0.9%	31.8%
Master's degree			2.2%	0.9%		0.8%	1.2%	55.8%	6.7%	6.9%
Bachelor's degree			1.8%	0.5%		2.5%	2.6%	57.6%	1.8%	1.6%
Associate's degree			2.1%			14.2%	5.5%	33.7%	1.6%	0.6%
Some college, no degree			2.4%	0.0%		18.3%	5.0%	51.8%	2.0%	0.6%
High school diploma or equivalent			1.0%	0.0%		27.3%	4.7%	48.2%	0.9%	0.3%
No formal educational credential			1.5%			21.3%	2.7%	61.5%	2.5%	0.1%

Typical Education Needed For Entry

Source(s):
Idaho Department of Labor (IDL), 2016-2026
U.S. Census Bureau, American Community Survey (ACS), 2012-2016

Of the occupations in Idaho requiring some postsecondary education, the percentage of Idaho residents filling those occupations have an Educational Attainment of:

- Bachelor's degree and above are 55%.
- Associate's degree and above are 68%.
- Some college, no degree and above are 88%.

Attachment 1

Idaho Education Completions

High Growth Occupations Linked to Postsecondary Completions

High Growth Occupations were determined by selecting the Idaho occupations with the highest projected growth and requiring some postsecondary education, linking them to postsecondary program completions using IPEDS's CIP to SOC crosswalk, and then removing duplicates based on SOC code. This methodology allows for one-to-one matching between CIP codes and SOC codes with a hierarchy on high growth projections.

Of the Postsecondary completions reported in 2016-17, there were 436 unique programs offered (based on CIP codes).
372 or (85%) of these programs have a corresponding High Growth occupation (based on CIP to SOC crosswalk).

To account for CIP award levels closely aligning to minimum occupation education requirements, selection criteria was applied ensuring only the appropriate award levels were tied to appropriate occupation needs. For example, if one of North Idaho College's CIP completion has an award level of Associate's degree yet the SOC code tied to it requires at least a Bachelor's degree, this condition does not meet the above selection criteria and the record is excluded.

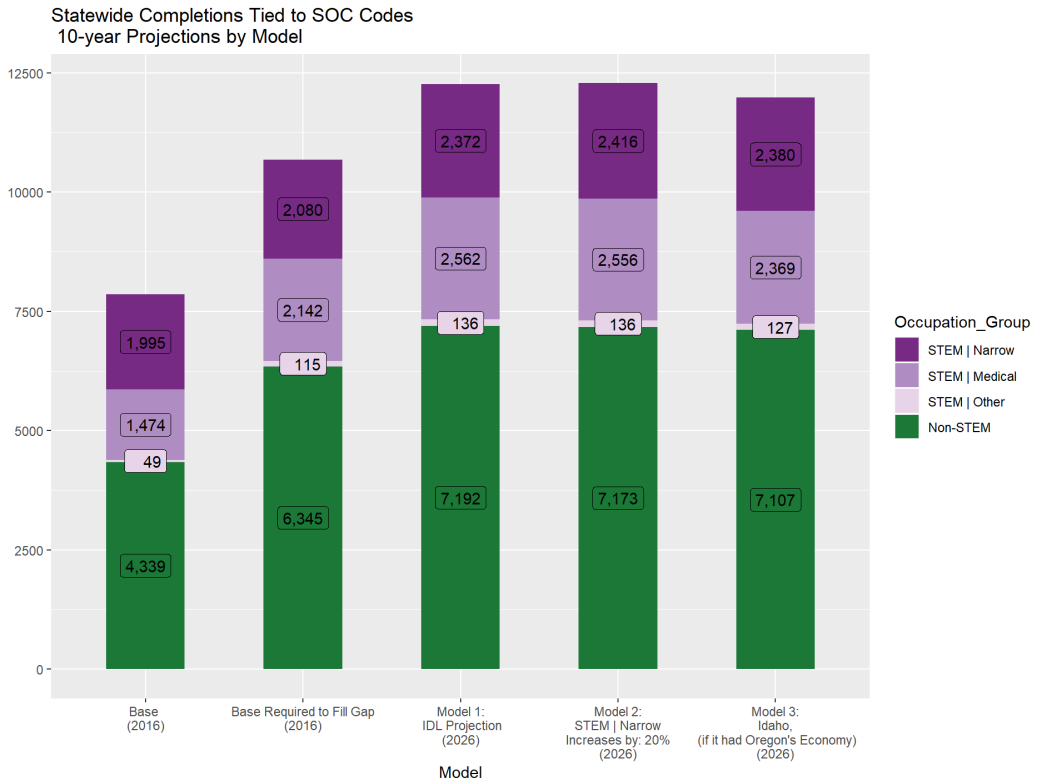
The table below shows the resulting completions for each institutions after undergoing the selection process.

Results of Selection Process for Completions by Institution

Instnm	Total Completions	Filtered No Soc Tie	Remaining Soc Tie	Pct Remaining Soc Filter	Filtered Award Level Match	Total Remaining	Pct Remaining
Boise State University	4,706	506	4,200	89.25	878	3,322	70.59
College of Eastern Idaho	230	31	199	86.52	135	64	27.83
Idaho State University	2,421	207	2,214	91.45	549	1,665	68.77
University of Idaho	2,666	210	2,456	92.12	683	1,773	66.50
Lewis-Clark State College	960	70	890	92.71	389	501	52.19
North Idaho College	1,194	168	1,026	85.93	922	104	8.71
College of Southern Idaho	1,054	151	903	85.67	699	204	19.35
College of Western Idaho	1,494	258	1,236	82.73	950	286	19.14

Projections: Education Completions Required to Fill The Gap

The following assumes that 60% of all occupations requiring some postsecondary education are filled by someone with a credential from a public Idaho institution. It is also assumed that credential earners do not leave their regions and are available to fill the regional occupation needs.

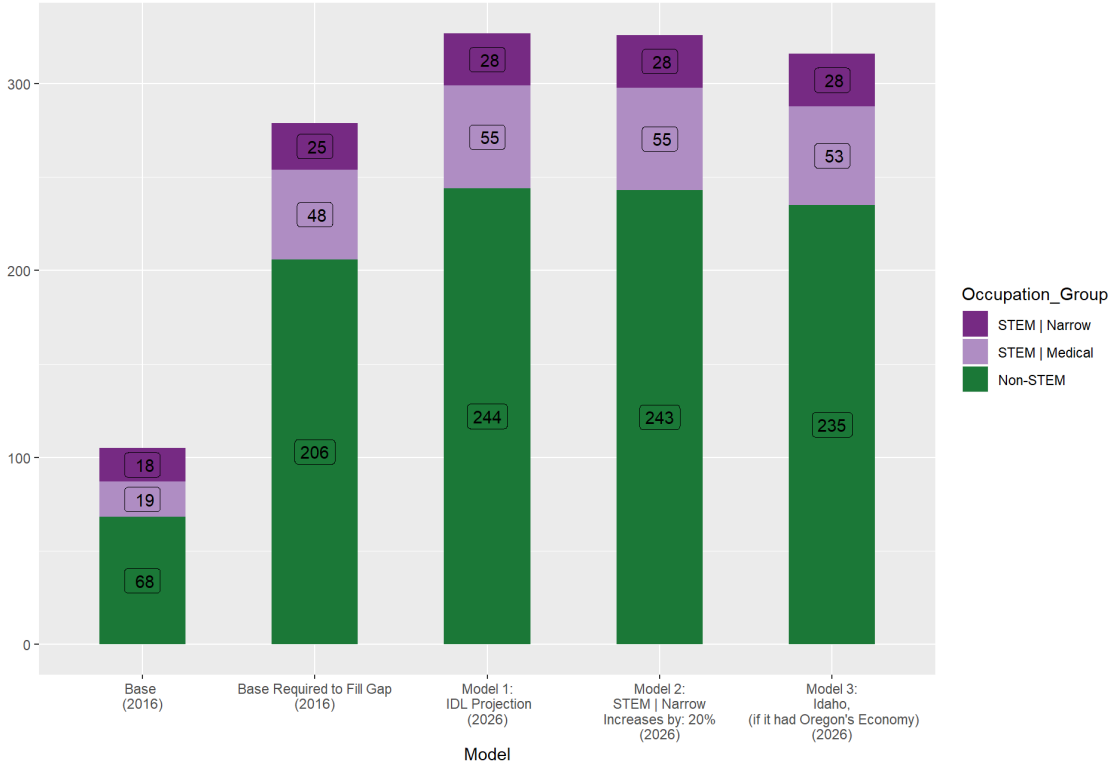


Source(s):
Integrated Postsecondary Education Data System (IPEDS)
IPEDS Completions Survey, Awards/degrees conferred by program (6-digit CIP code), by award level
July 1, 2016 to June 30, 2017

Attachment 1

Northern | North Idaho College

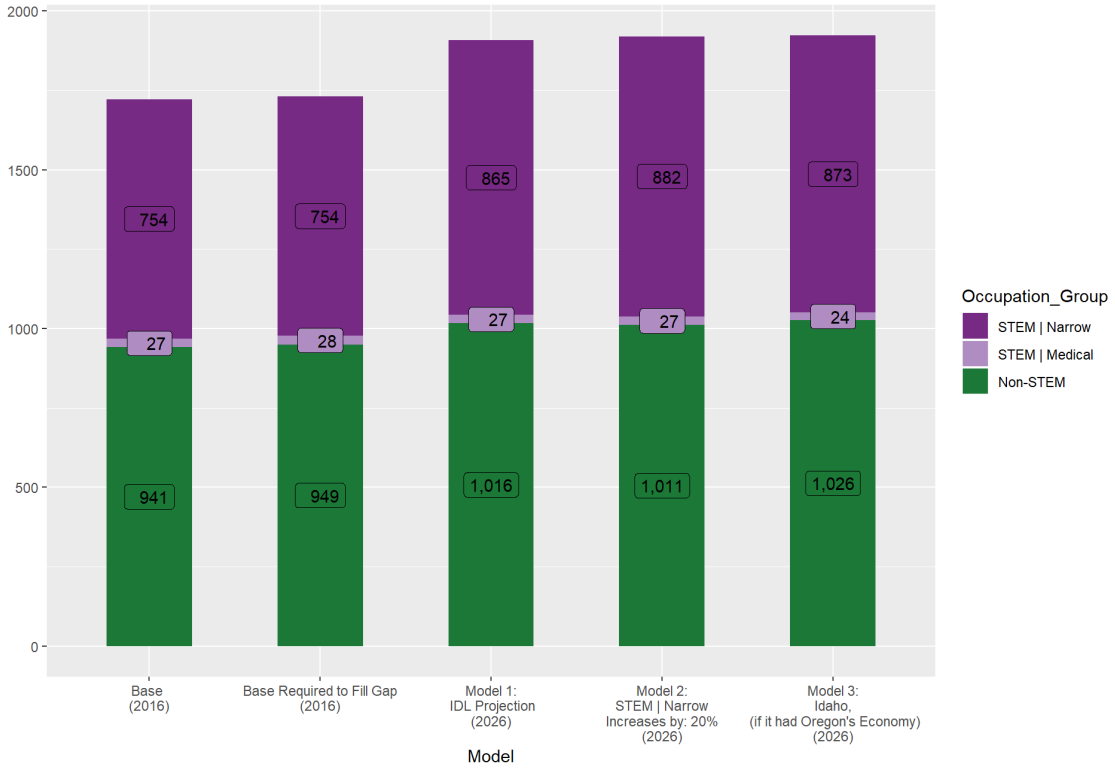
Regional, Institutional Completions Tied to SOC Codes
10-year Projections by Model



Source(s):
Integrated Postsecondary Education Data System (IPEDS)
IPEDS Completions Survey, Awards/degrees conferred by program (6-digit CIP code), by award level
July 1, 2016 to June 30, 2017

North Central | University of Idaho

Regional, Institutional Completions Tied to SOC Codes
10-year Projections by Model

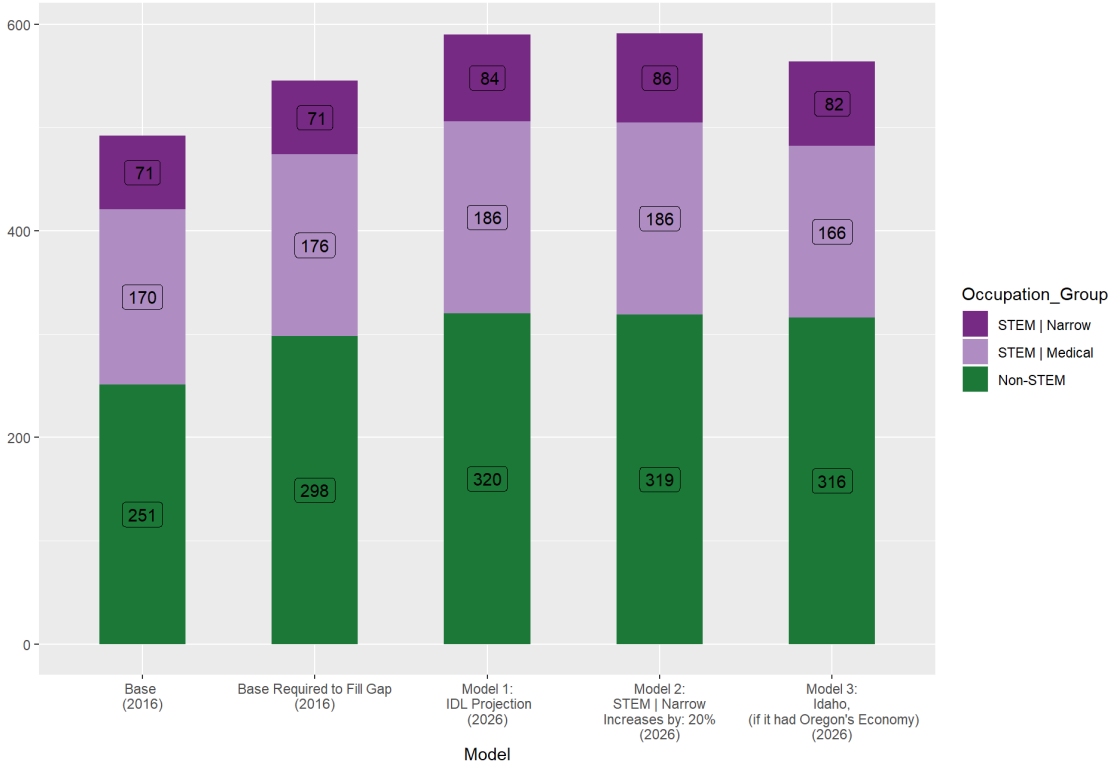


Source(s):
Integrated Postsecondary Education Data System (IPEDS)
IPEDS Completions Survey, Awards/degrees conferred by program (6-digit CIP code), by award level
July 1, 2016 to June 30, 2017

Attachment 1

North Central | Lewis-Clark State College

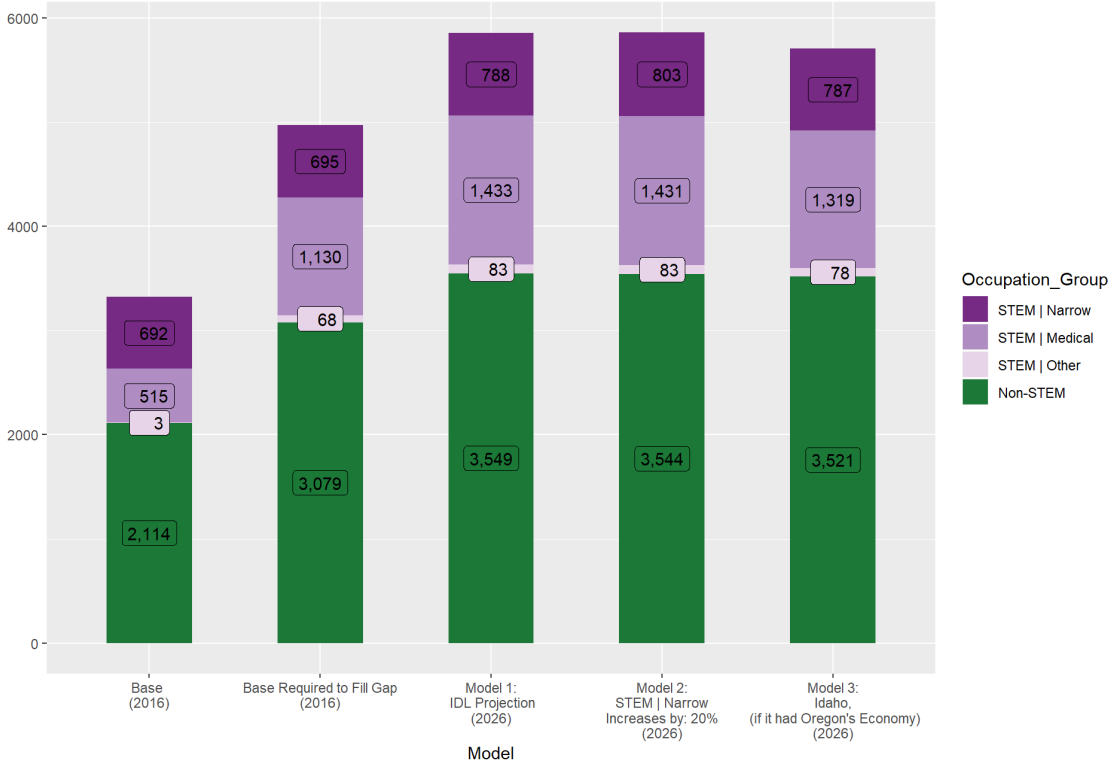
Regional, Institutional Completions Tied to SOC Codes
10-year Projections by Model



Source(s):
Integrated Postsecondary Education Data System (IPEDS)
IPEDS Completions Survey, Awards/degrees conferred by program (6-digit CIP code), by award level
July 1, 2016 to June 30, 2017

Southwestern | Boise State University

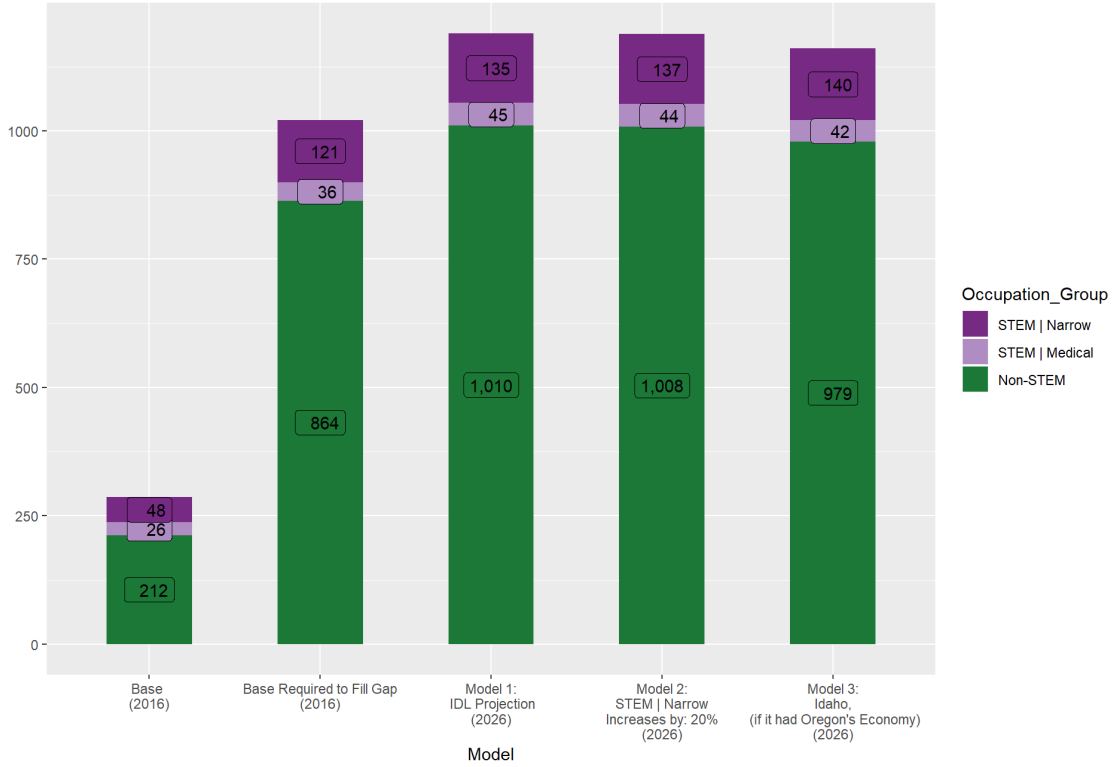
Regional, Institutional Completions Tied to SOC Codes
10-year Projections by Model



Source(s):
Integrated Postsecondary Education Data System (IPEDS)
IPEDS Completions Survey, Awards/degrees conferred by program (6-digit CIP code), by award level
July 1, 2016 to June 30, 2017

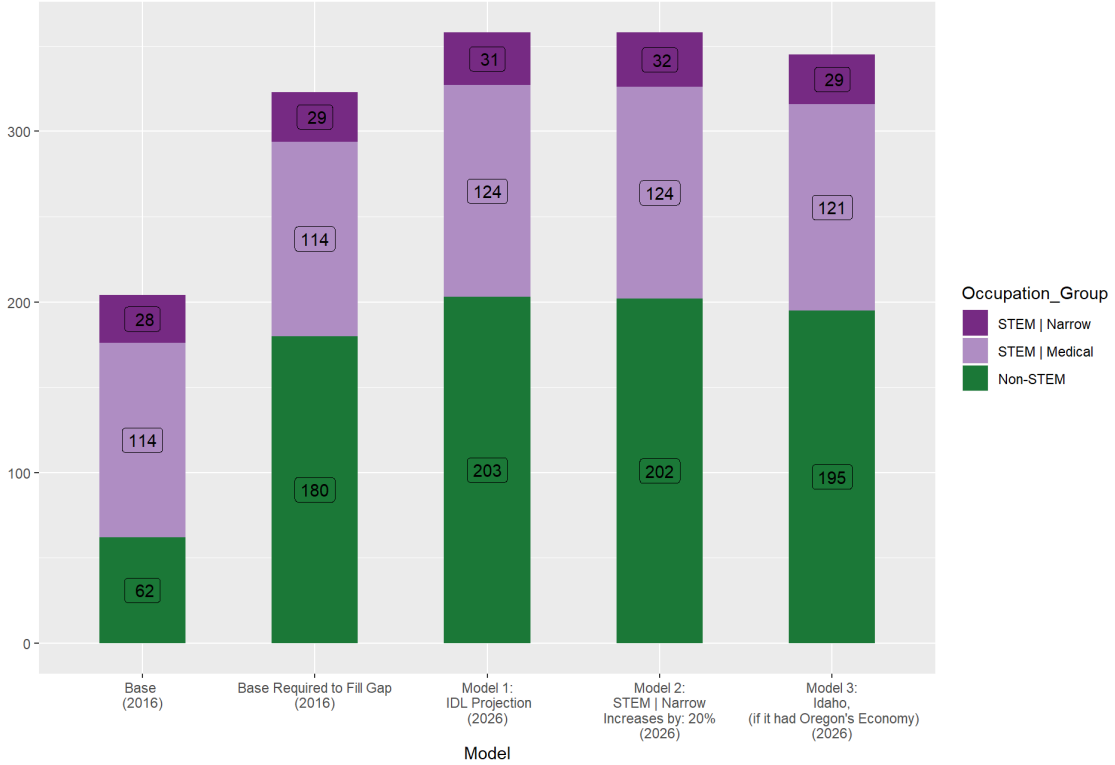
Attachment 1

Southwestern | College of Western Idaho
Regional, Institutional Completions Tied to SOC Codes
10-year Projections by Model



Source(s):
Integrated Postsecondary Education Data System (IPEDS)
IPEDS Completions Survey, Awards/degrees conferred by program (6-digit CIP code), by award level
July 1, 2016 to June 30, 2017

South Central | College of Southern Idaho
Regional, Institutional Completions Tied to SOC Codes
10-year Projections by Model

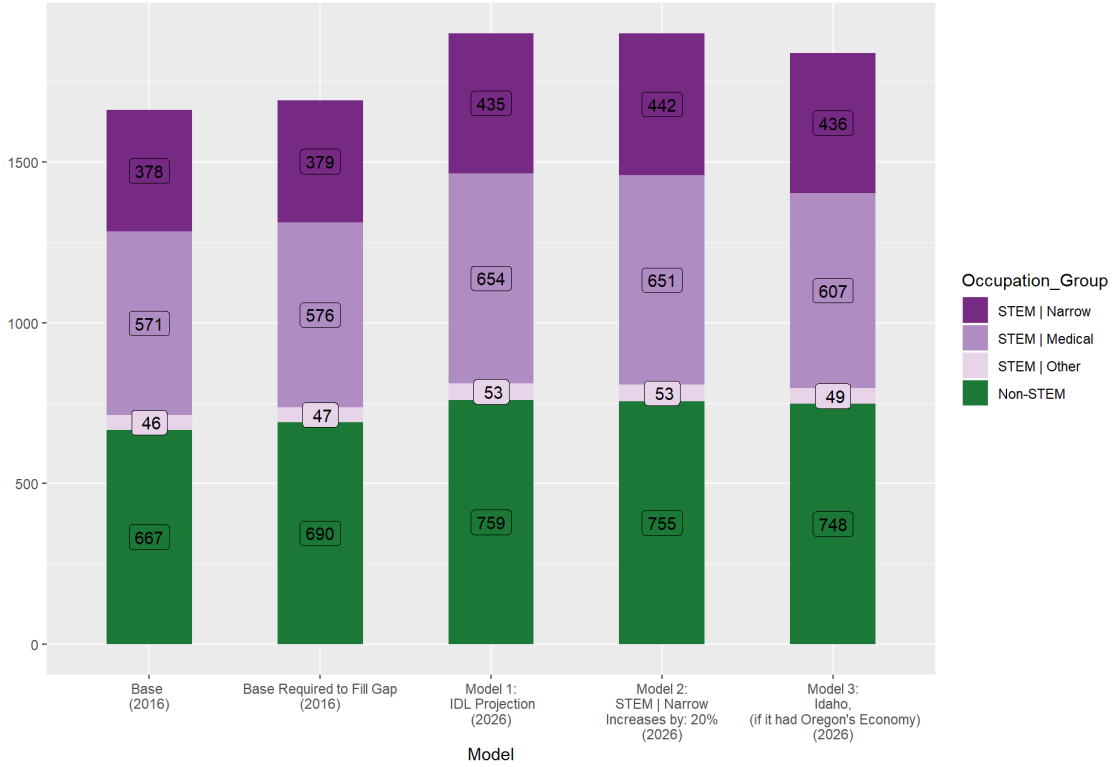


Source(s):
Integrated Postsecondary Education Data System (IPEDS)
IPEDS Completions Survey, Awards/degrees conferred by program (6-digit CIP code), by award level
July 1, 2016 to June 30, 2017

Attachment 1

Southeastern | Idaho State University

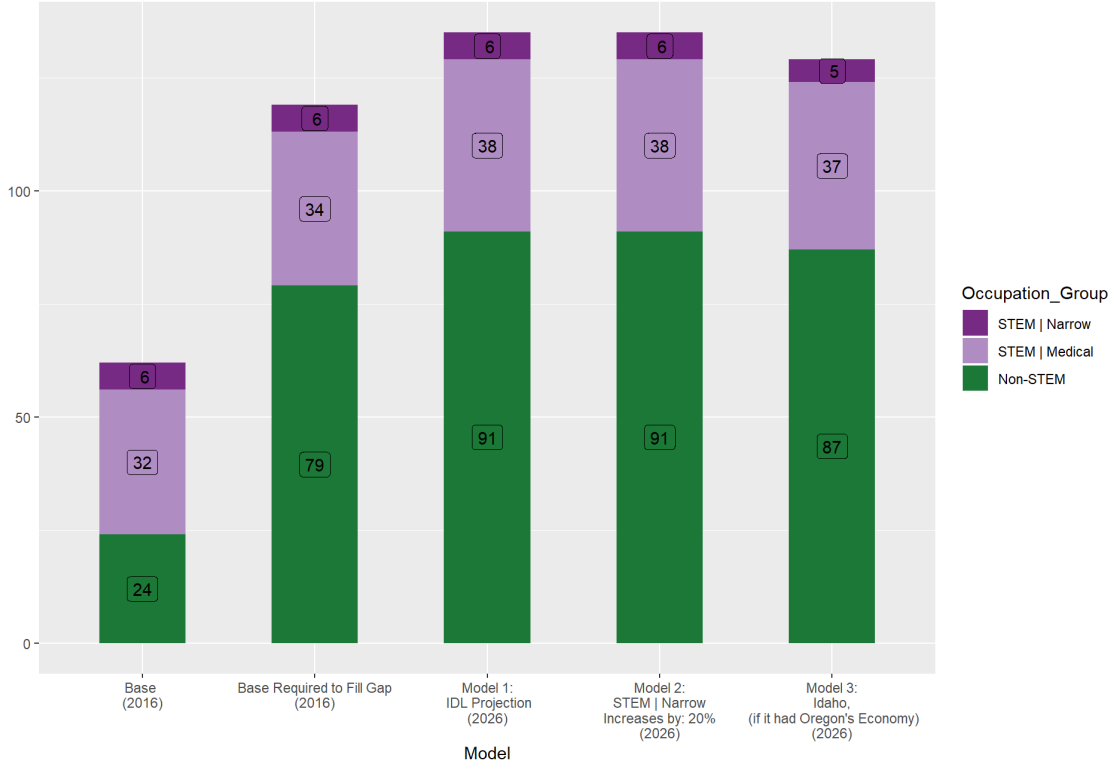
Regional, Institutional Completions Tied to SOC Codes
10-year Projections by Model



Source(s):
Integrated Postsecondary Education Data System (IPEDS)
IPEDS Completions Survey, Awards/degrees conferred by program (6-digit CIP code), by award level
July 1, 2016 to June 30, 2017

Eastern | College of Eastern Idaho

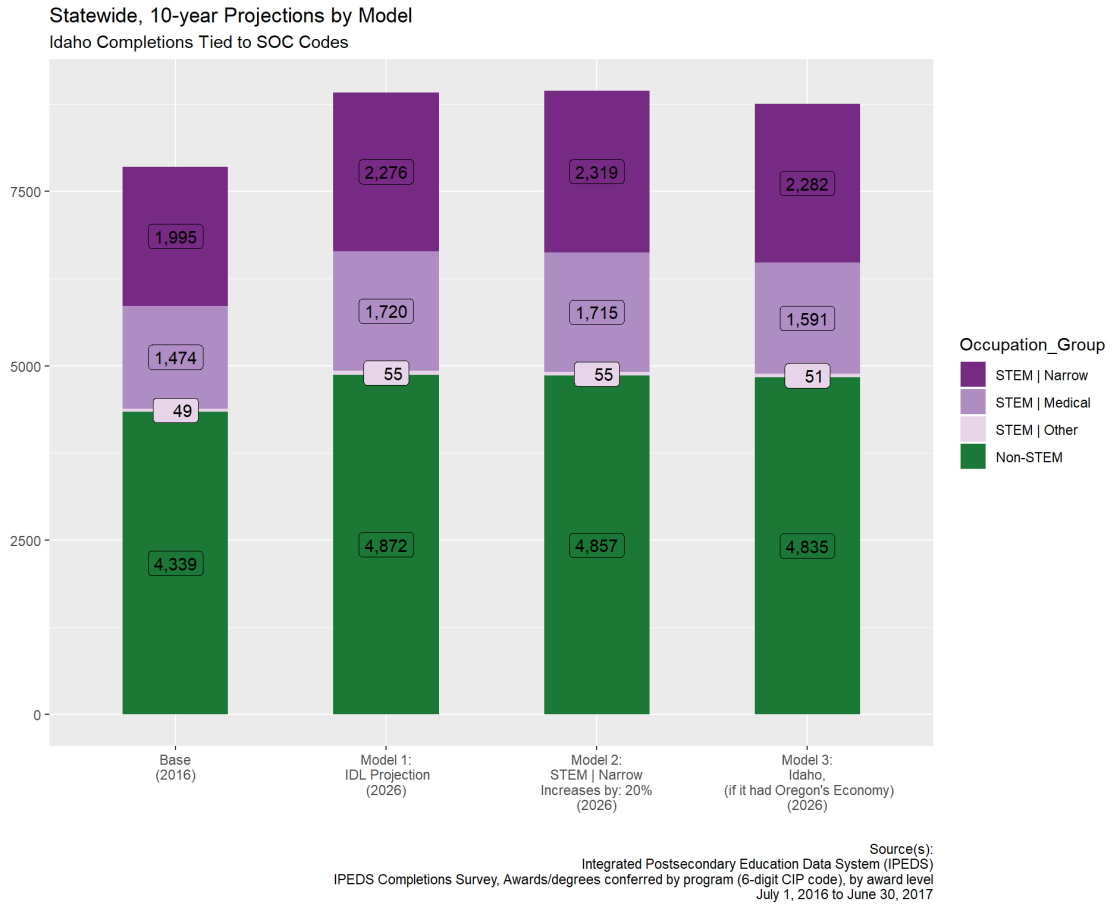
Regional, Institutional Completions Tied to SOC Codes
10-year Projections by Model

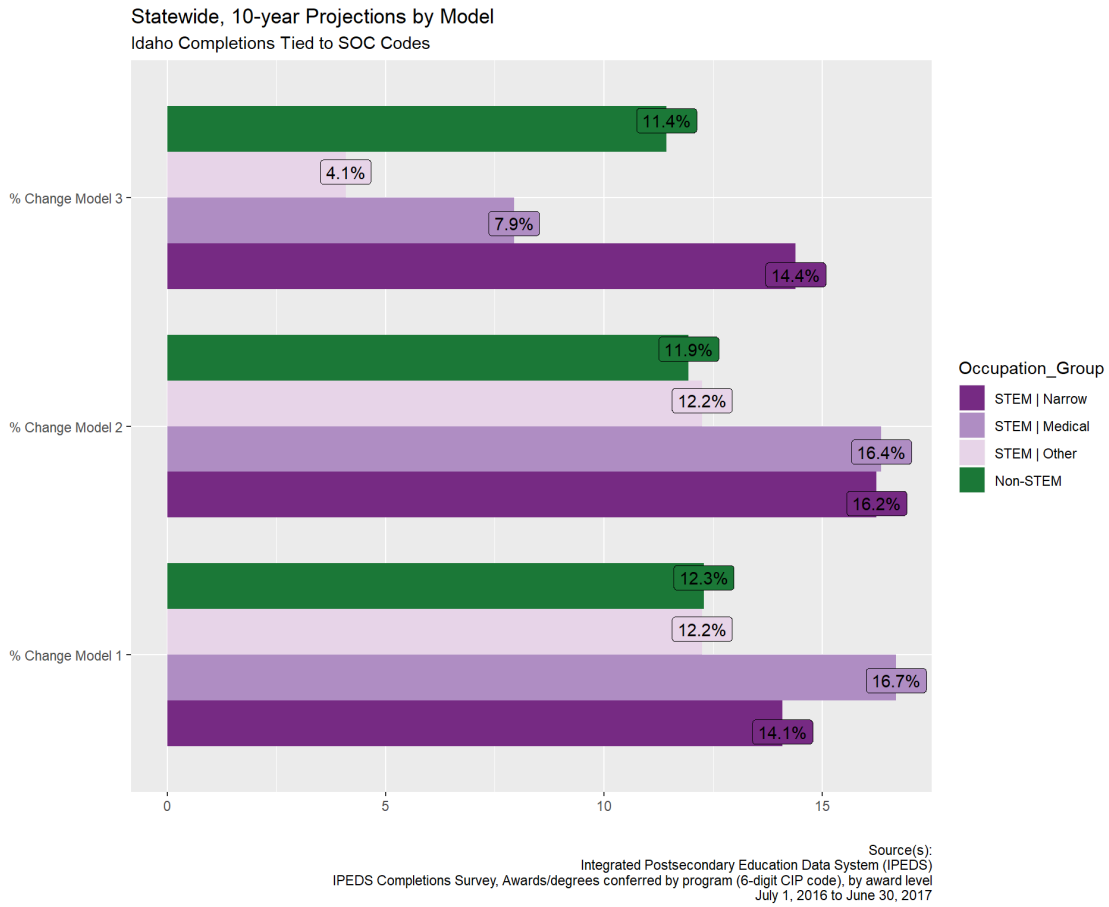


Source(s):
Integrated Postsecondary Education Data System (IPEDS)
IPEDS Completions Survey, Awards/degrees conferred by program (6-digit CIP code), by award level
July 1, 2016 to June 30, 2017

Attachment 1

Projections: Education Completions at Base





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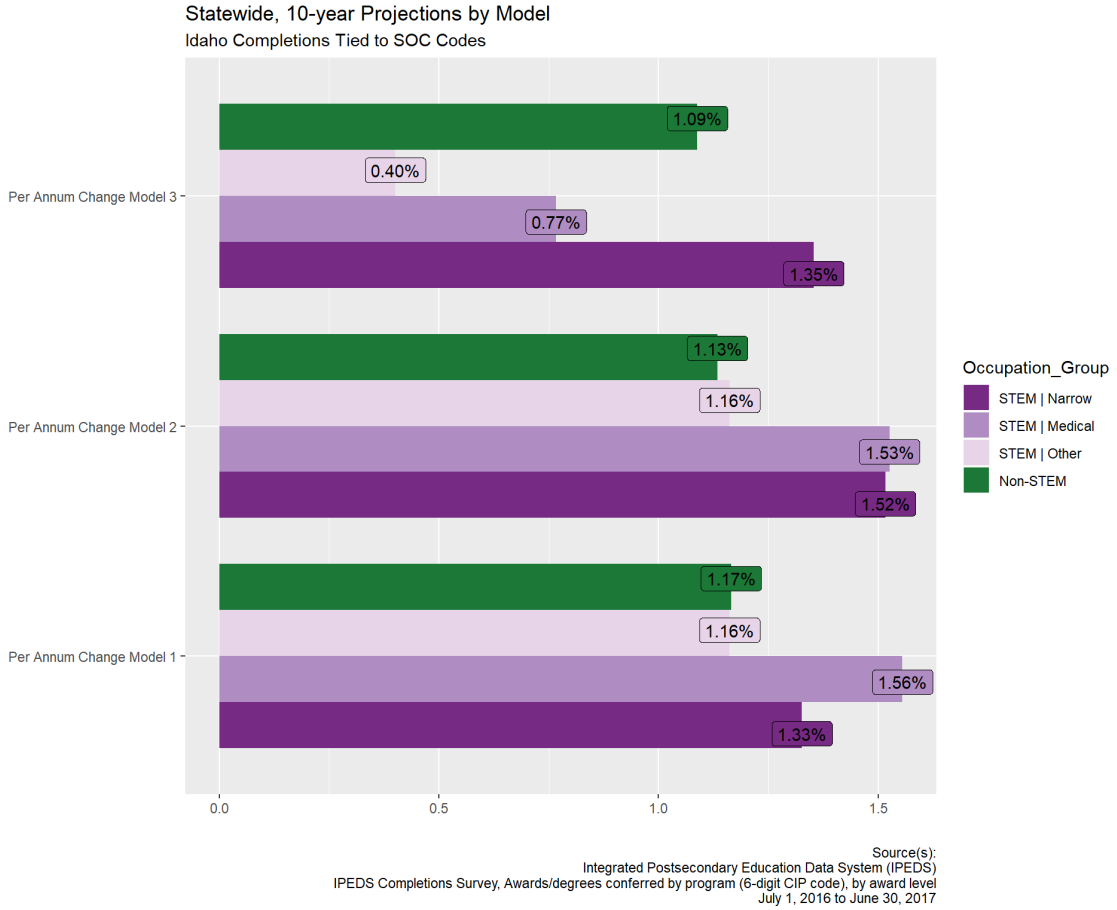

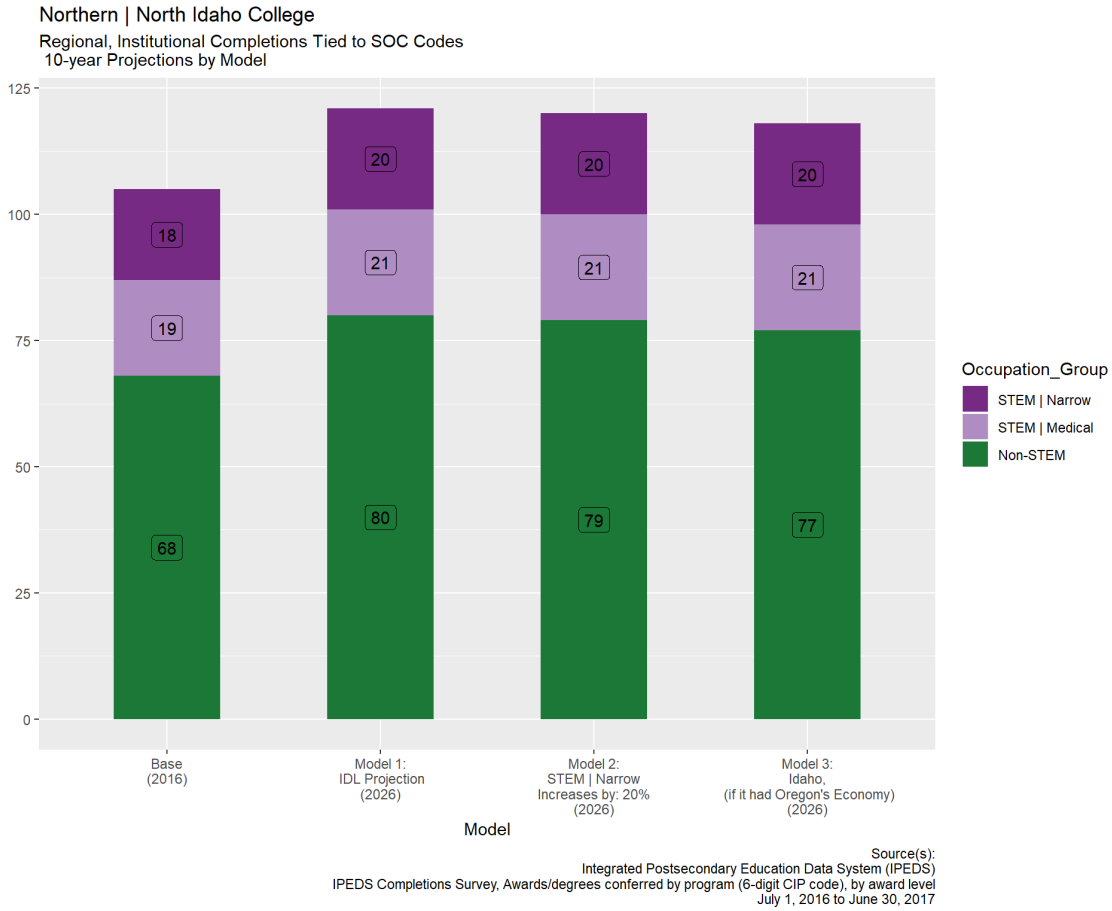

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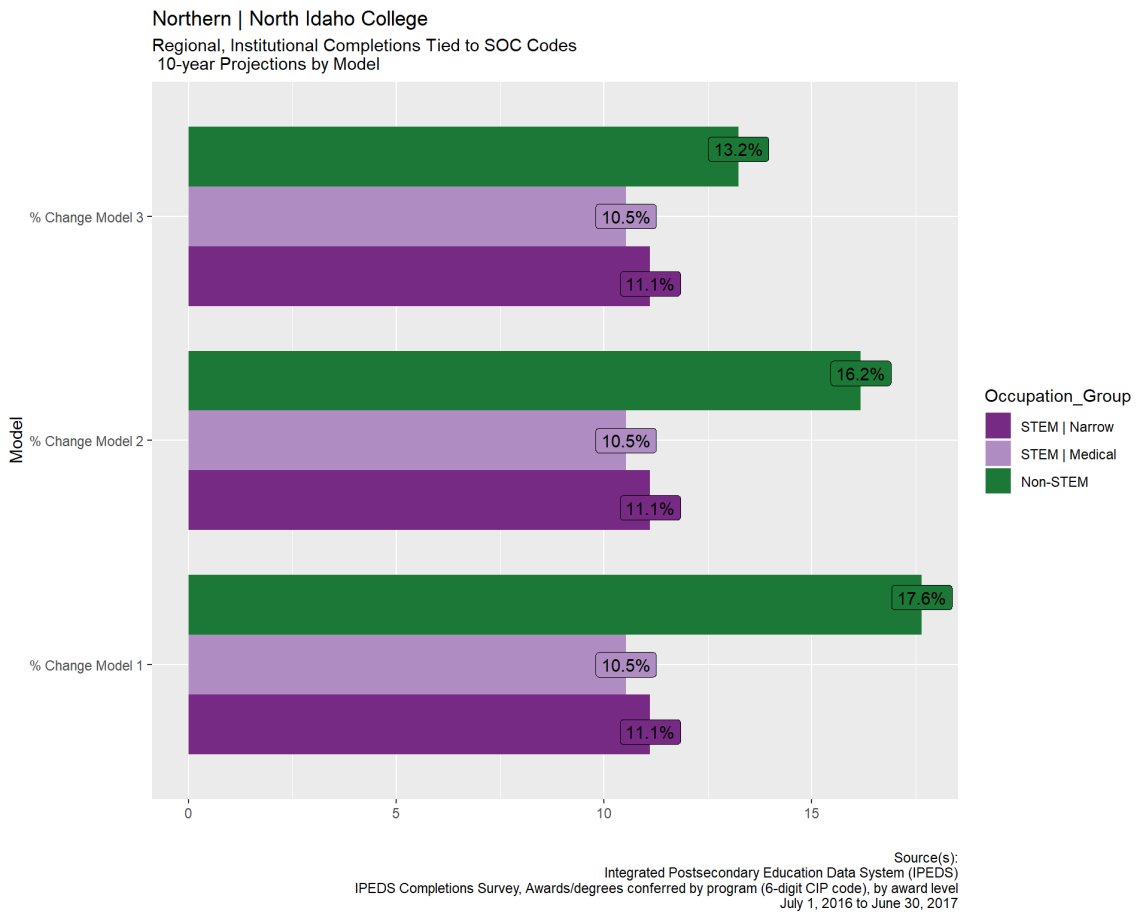

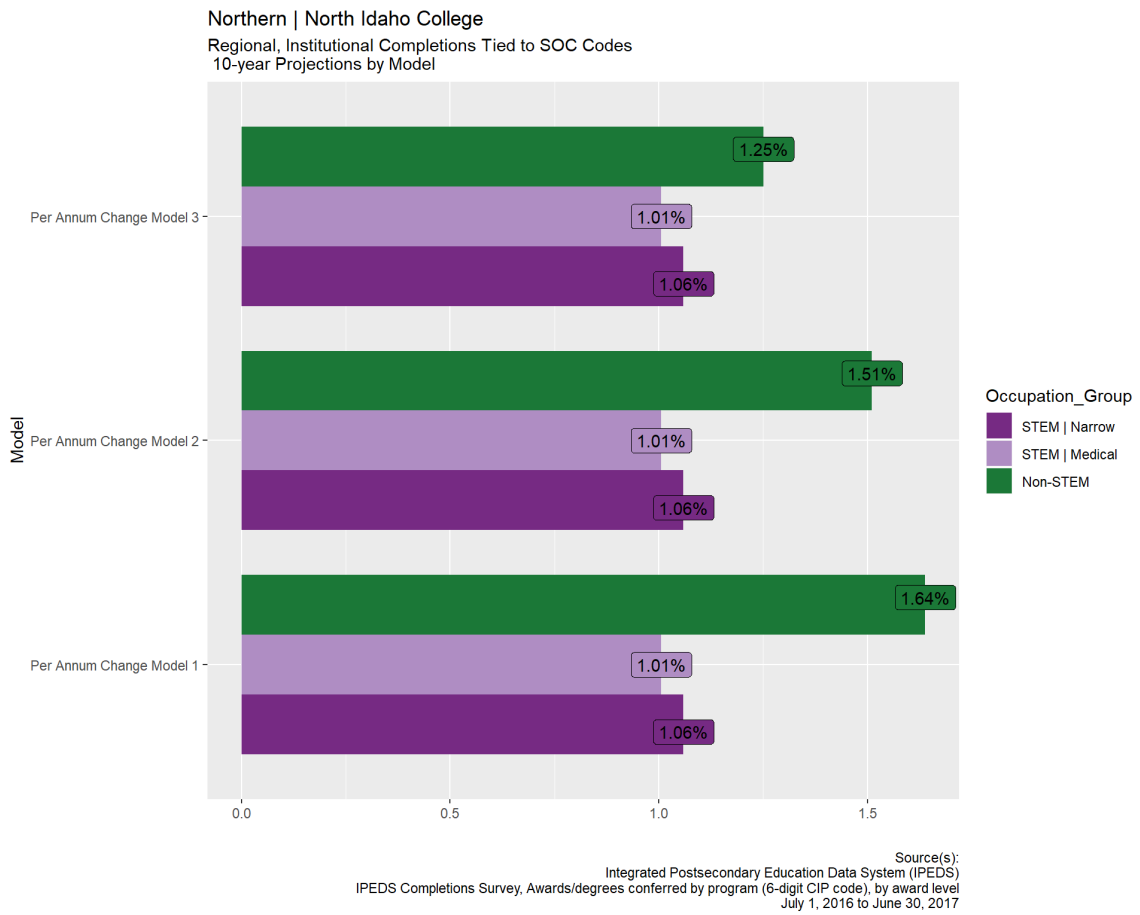

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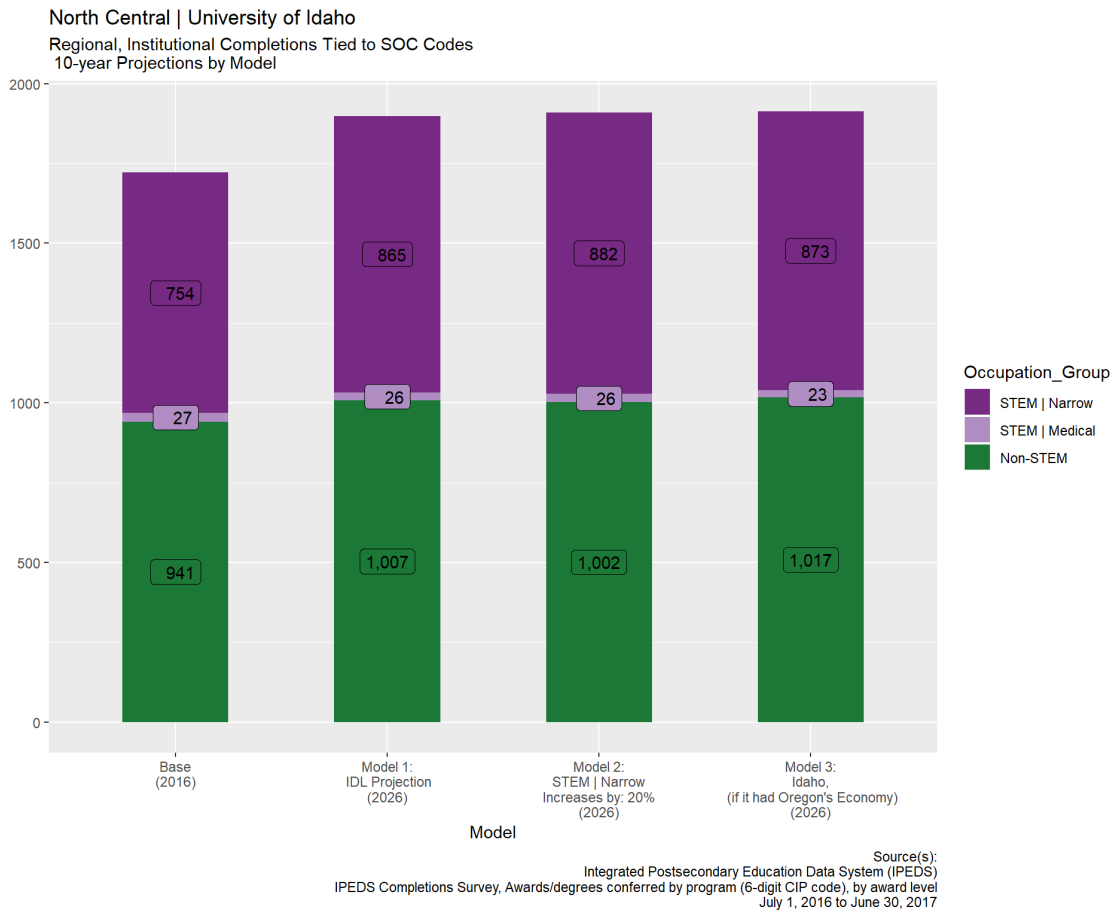

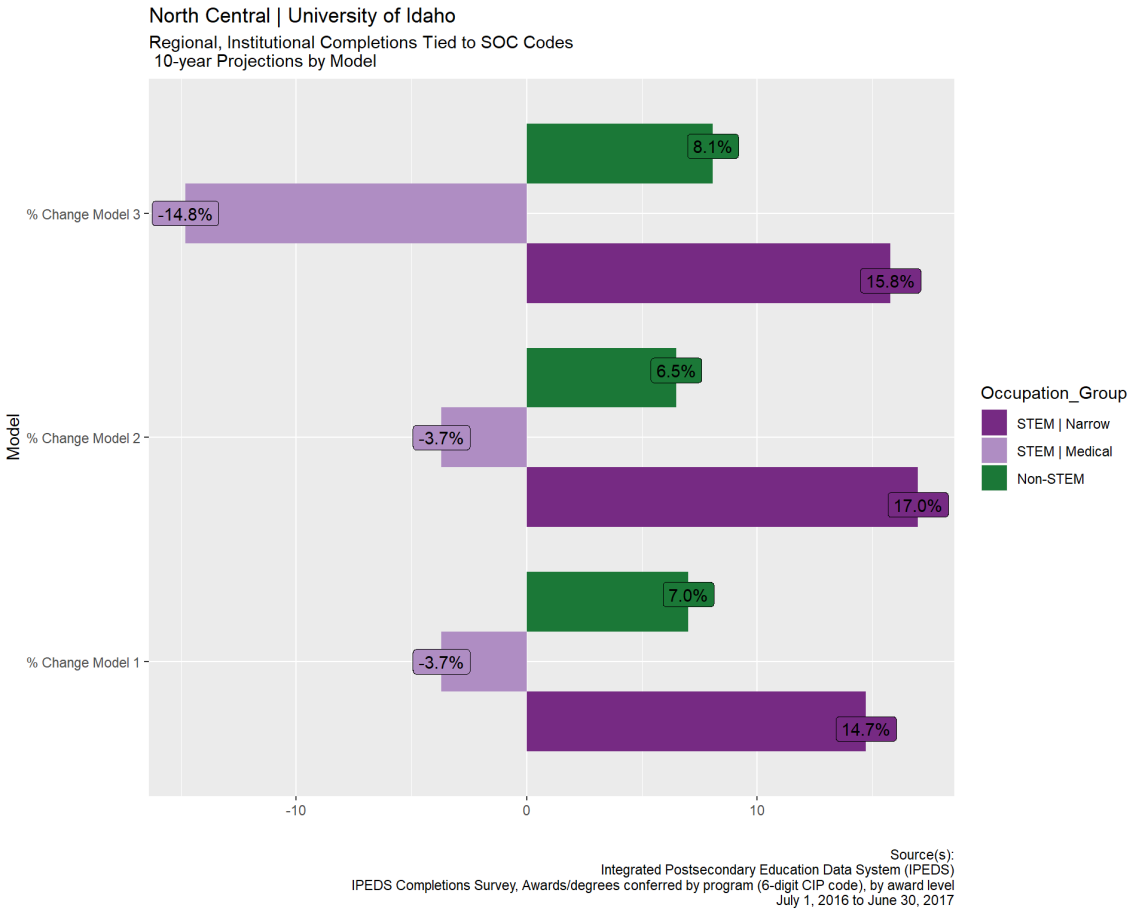

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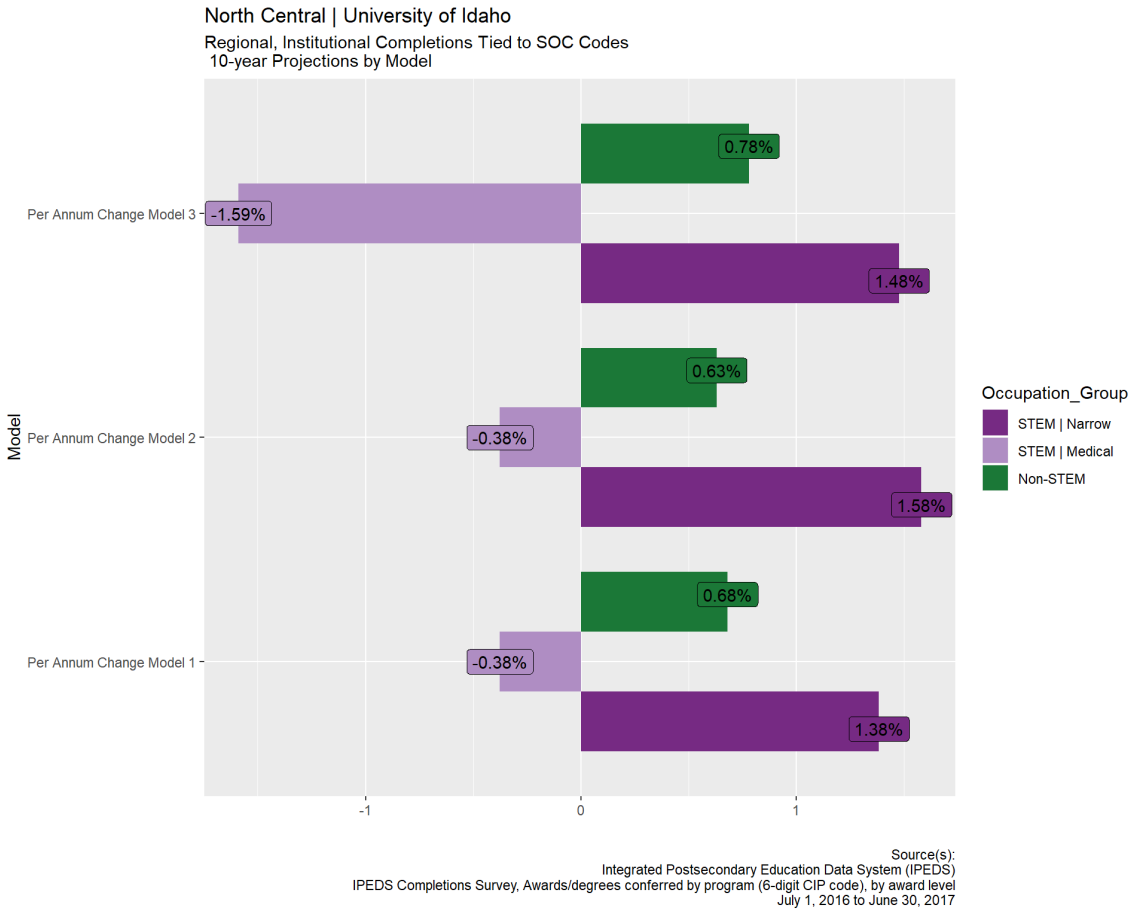

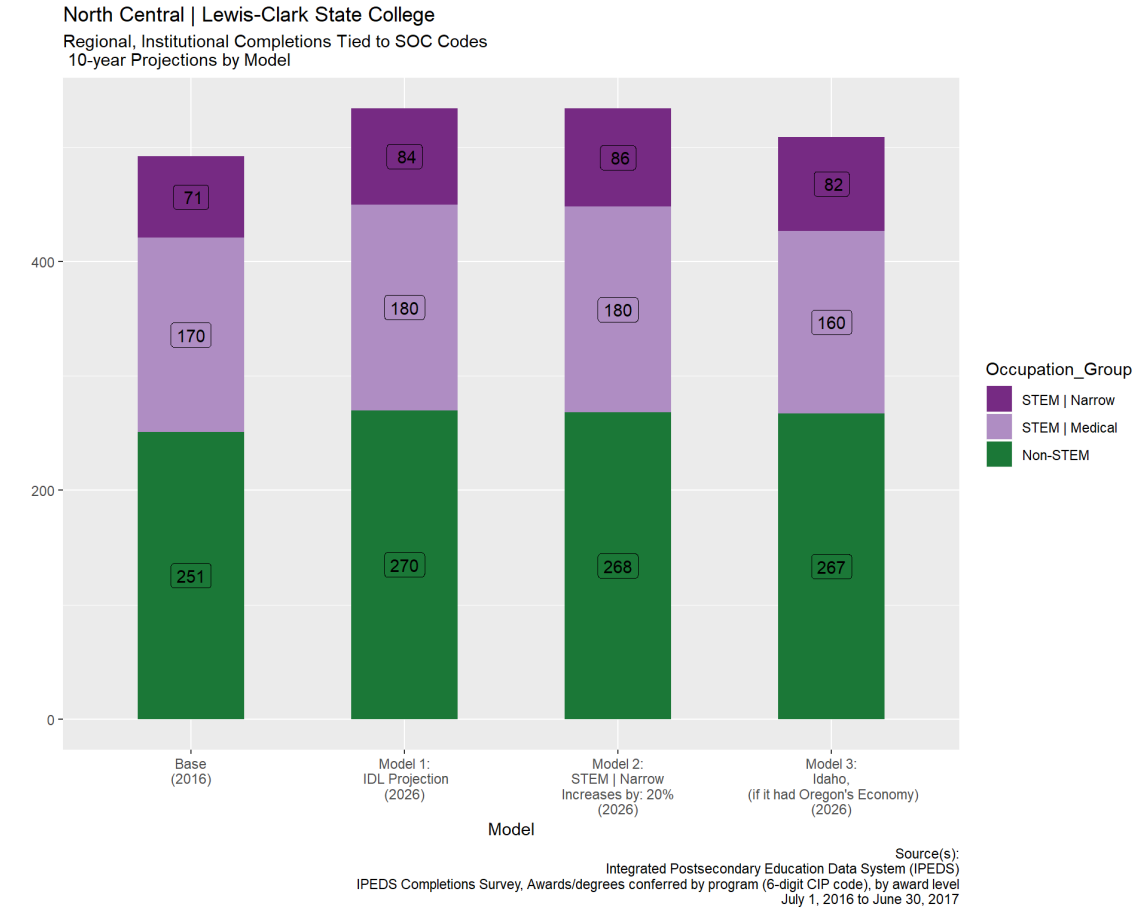

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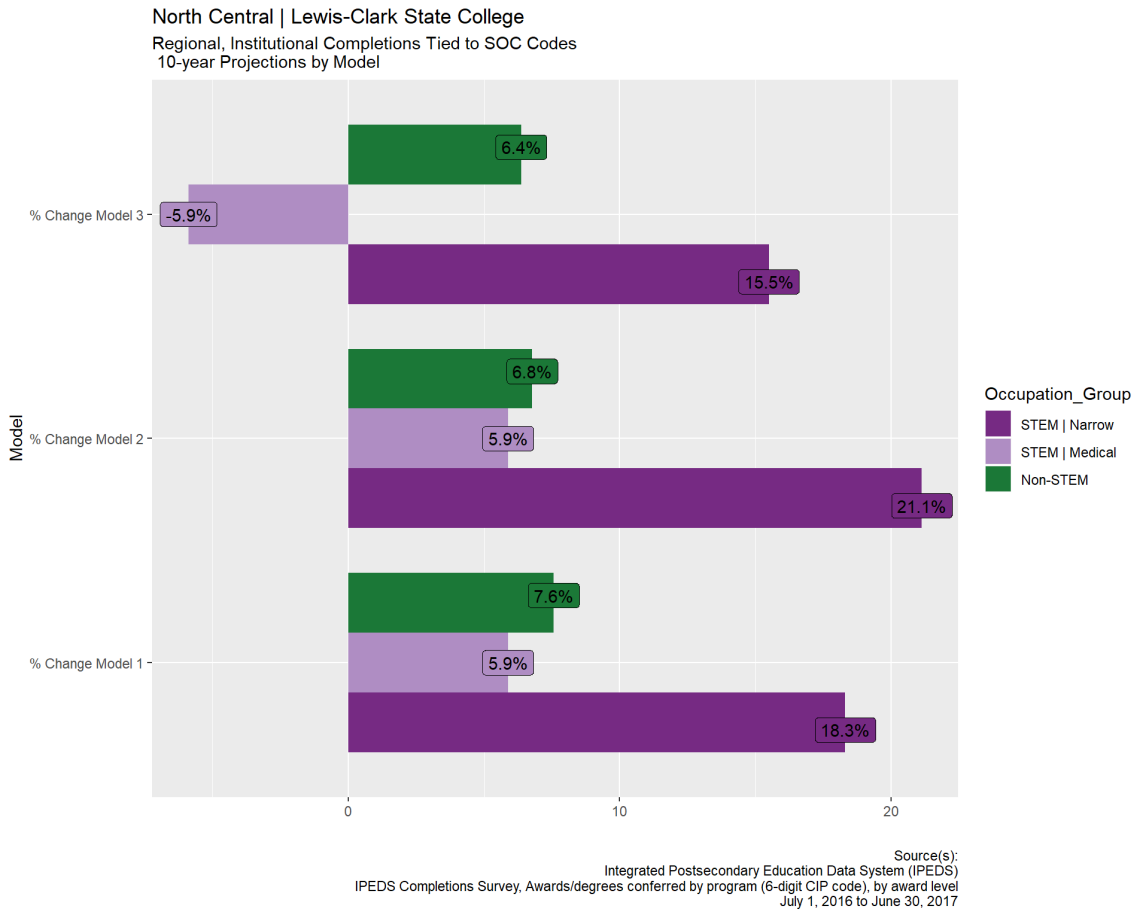

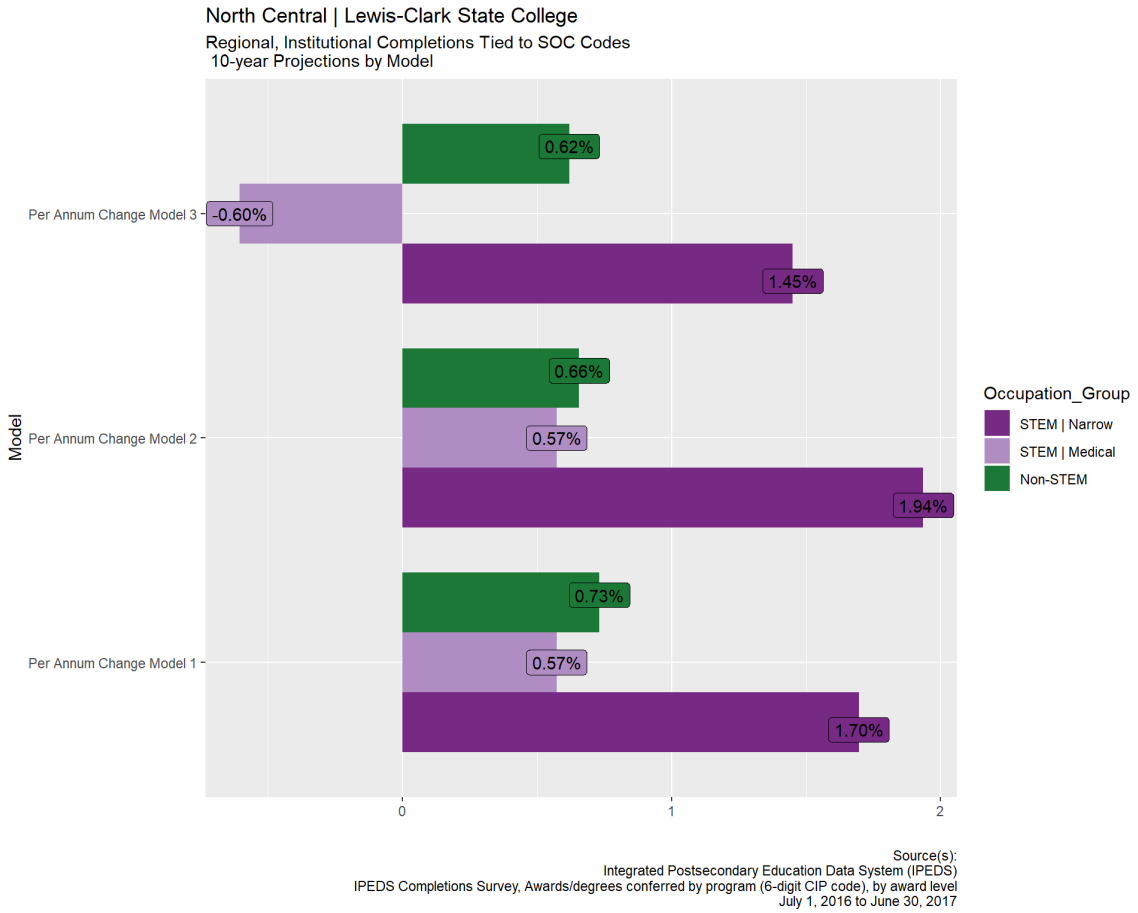

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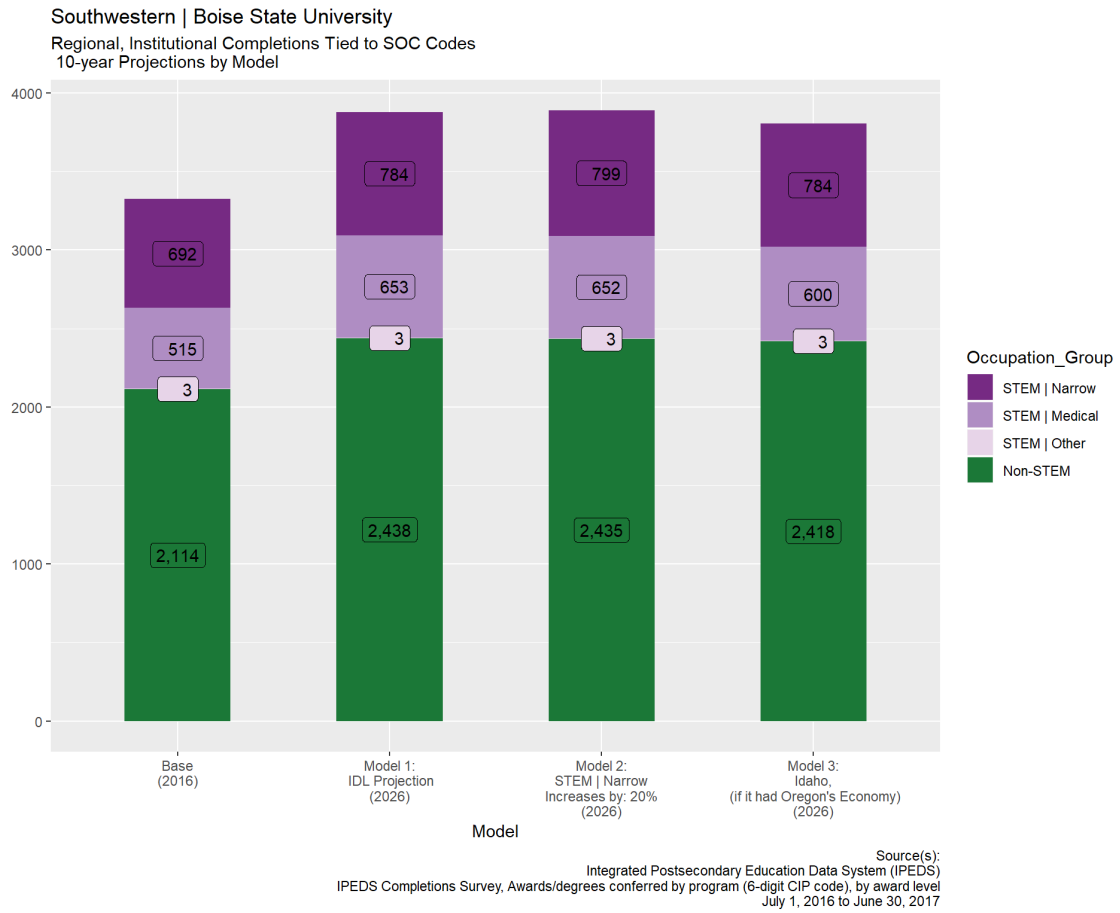

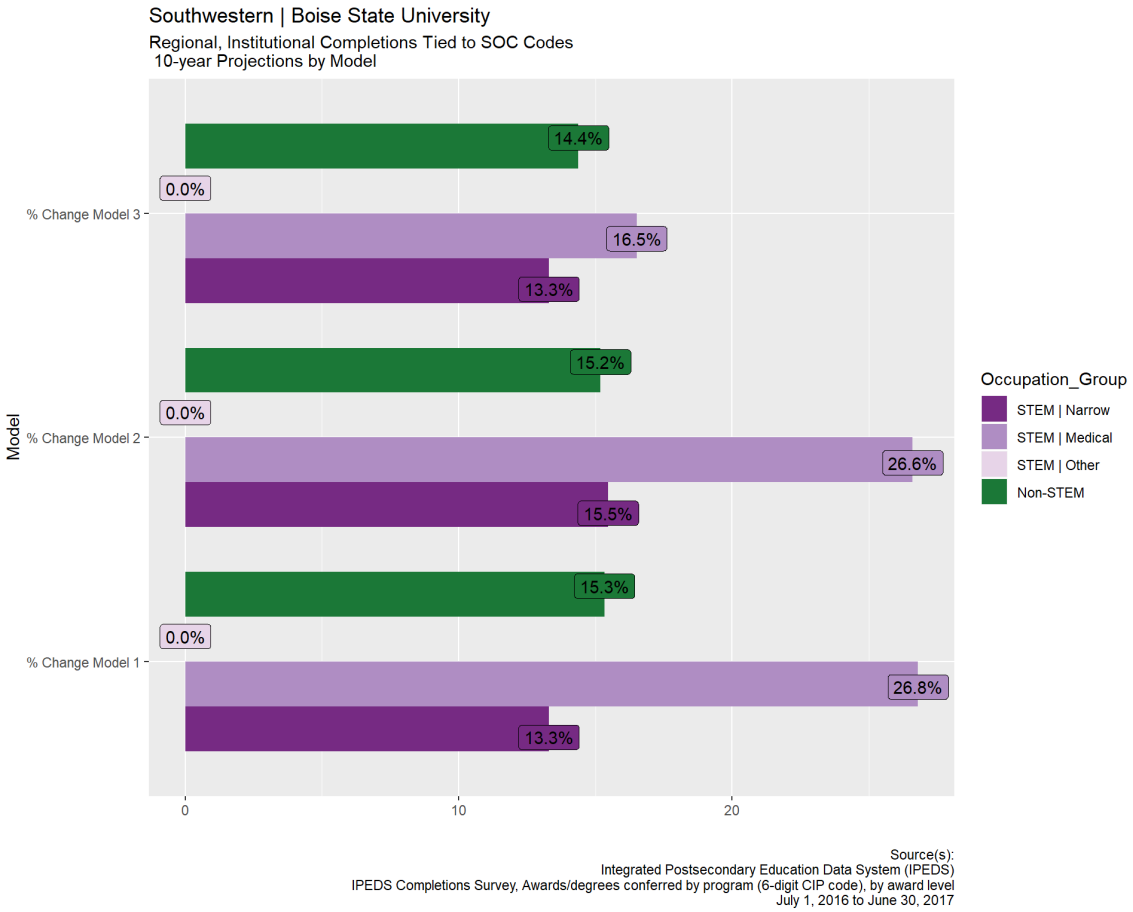

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Appendix

Assumptions & Limitations

Bureau of Labor Statistics and Idaho Department of Labor do not provide estimates or actuals for the following occupations:
1. Military Specific Occupations (55-0000 Major Group)
2. Fishing and Hunting Workers (45-3000 Minor Group)

ACS's "Educational attainment" (SCHL) had to be mapped to BLS's "Typical education needed for entry"

- There is no direct analog to BLS's "Postsecondary nondegree award"
- It could be mapped to "Some college, but less than 1 year" or "1 or more years of college credit, no degree". For now, these ACS categories are mapped to "Some college, no degree".

Code Mappings

Mapping SCHL to Typical_Education_Needed_For_Entry

SCHL	Typical_Education_Needed_For_Entry
No schooling completed	No formal educational credential
Nursery school, preschool	No formal educational credential
Kindergarten	No formal educational credential
Grade 1	No formal educational credential
Grade 2	No formal educational credential
Grade 3	No formal educational credential
Grade 4	No formal educational credential
Grade 5	No formal educational credential
Grade 6	No formal educational credential
Grade 7	No formal educational credential
Grade 8	No formal educational credential
Grade 9	No formal educational credential
Grade 10	No formal educational credential
Grade 11	No formal educational credential
12th grade - no diploma	No formal educational credential
Regular high school diploma	High school diploma or equivalent
GED or alternative credential	High school diploma or equivalent
Some college, but less than 1 year	Some college, no degree
1 or more years of college credit, no degree	Some college, no degree
Associate's degree	Associate's degree
Bachelor's degree	Bachelor's degree
Master's degree	Master's degree
Professional degree beyond a bachelor's degree	Doctoral or professional degree
Doctorate degree	Doctoral or professional degree

Listing of SOC Codes by Occupation Group

Occupation_Group	Occupation_Group_Source	SOC_2010_Code	SOC_Title
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	11-3021	Computer and information systems managers
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	11-9041	Architectural and engineering managers
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	11-9121	Natural sciences managers
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	15-1111	Computer and information research scientists
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	15-1121	Computer systems analysts
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	15-1122	Information security analysts
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	15-1131	Computer programmers
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	15-1132	Software developers, applications
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	15-1133	Software developers, systems software
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	15-1134	Web developers
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	15-1141	Database administrators
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	15-1142	Network and computer systems administrators
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	15-1143	Computer network architects
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	15-1151	Computer user support specialists

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STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	15-1152	Computer network support specialists
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	15-1199	Computer occupations, all other
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	15-2011	Actuaries
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	15-2021	Mathematicians
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	15-2031	Operations research analysts
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	15-2041	Statisticians
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	15-2091	Mathematical technicians
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	15-2099	Mathematical science occupations, all other
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	17-1011	Architects, except landscape and naval
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	17-1012	Landscape architects
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	17-1021	Cartographers and photogrammetrists
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	17-1022	Surveyors
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	17-2011	Aerospace engineers
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	17-2021	Agricultural engineers
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	17-2031	Biomedical engineers
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	17-2041	Chemical engineers
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	17-2051	Civil engineers
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	17-2061	Computer hardware engineers
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	17-2071	Electrical engineers
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	17-2072	Electronics engineers, except computer
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	17-2081	Environmental engineers
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	17-2111	Health and safety engineers, except mining safety engineers and inspectors
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	17-2112	Industrial engineers
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	17-2121	Marine engineers and naval architects
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	17-2131	Materials engineers
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	17-2141	Mechanical engineers
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	17-2151	Mining and geological engineers, including mining safety engineers
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	17-2161	Nuclear engineers
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	17-2171	Petroleum engineers
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	17-2199	Engineers, all other
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	17-3011	Architectural and civil drafters
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	17-3012	Electrical and electronics drafters
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	17-3013	Mechanical drafters
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	17-3019	Drafters, all other
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	17-3021	Aerospace engineering and operations technicians
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	17-3022	Civil engineering technicians
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	17-3023	Electrical and electronics engineering technicians

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STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	17-3024	Electro-mechanical technicians
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	17-3025	Environmental engineering technicians
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	17-3026	Industrial engineering technicians
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	17-3027	Mechanical engineering technicians
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	17-3029	Engineering technicians, except drafters, all other
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	17-3031	Surveying and mapping technicians
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	19-1011	Animal scientists
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	19-1012	Food scientists and technologists
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	19-1013	Soil and plant scientists
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	19-1021	Biochemists and biophysicists
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	19-1022	Microbiologists
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	19-1023	Zoologists and wildlife biologists
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	19-1029	Biological scientists, all other
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	19-1031	Conservation scientists
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	19-1032	Foresters
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	19-1041	Epidemiologists
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	19-1042	Medical scientists, except epidemiologists
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	19-1099	Life scientists, all other
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	19-2011	Astronomers
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	19-2012	Physicists
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	19-2021	Atmospheric and space scientists
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	19-2031	Chemists
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	19-2032	Materials scientists
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	19-2041	Environmental scientists and specialists, including health
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	19-2042	Geoscientists, except hydrologists and geographers
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	19-2043	Hydrologists
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	19-2099	Physical scientists, all other
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	19-4011	Agricultural and food science technicians
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	19-4021	Biological technicians
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	19-4031	Chemical technicians
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	19-4041	Geological and petroleum technicians
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	19-4051	Nuclear technicians
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	19-4091	Environmental science and protection technicians, including health
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	19-4092	Forensic science technicians
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	19-4093	Forest and conservation technicians
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	19-4099	Life, physical, and social science technicians, all other
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	25-1021	Computer science teachers, postsecondary

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STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	25-1022	Mathematical science teachers, postsecondary
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	25-1031	Architecture teachers, postsecondary
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	25-1032	Engineering teachers, postsecondary
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	25-1041	Agricultural sciences teachers, postsecondary
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	25-1042	Biological science teachers, postsecondary
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	25-1043	Forestry and conservation science teachers, postsecondary
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	25-1051	Atmospheric, earth, marine, and space sciences teachers, postsecondary
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	25-1052	Chemistry teachers, postsecondary
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	25-1053	Environmental science teachers, postsecondary
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	25-1054	Physics teachers, postsecondary
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	41-4011	Sales representatives, wholesale and manufacturing, technical and scientific products
STEM | Narrow	SOCPolicyCommittee | Both Policy Committee and OES	41-9031	Sales engineers
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-1011	Chiropractors
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-1021	Dentists, general
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-1022	Oral and maxillofacial surgeons
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-1023	Orthodontists
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-1024	Prosthodontists
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-1029	Dentists, all other specialists
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-1031	Dietitians and nutritionists
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-1041	Optometrists
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-1051	Pharmacists
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-1061	Anesthesiologists
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-1062	Family and general practitioners
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-1063	Internists, general
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-1064	Obstetricians and gynecologists
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-1065	Pediatricians, general
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-1066	Psychiatrists
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-1067	Surgeons
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-1069	Physicians and surgeons, all other
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-1071	Physician assistants
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-1081	Podiatrists
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-1122	Occupational therapists
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-1123	Physical therapists
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-1124	Radiation therapists
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-1125	Recreational therapists
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-1126	Respiratory therapists
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-1127	Speech-language pathologists

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STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-1128	Exercise physiologists
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-1129	Therapists, all other
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-1131	Veterinarians
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-1141	Registered nurses
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-1151	Nurse anesthetists
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-1161	Nurse midwives
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-1171	Nurse practitioners
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-1181	Audiologists
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-1199	Health diagnosing and treating practitioners, all other
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-2011	Medical and clinical laboratory technologists
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-2012	Medical and clinical laboratory technicians
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-2021	Dental hygienists
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-2031	Cardiovascular technologists and technicians
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-2032	Diagnostic medical sonographers
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-2033	Nuclear medicine technologists
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-2034	Radiologic technologists
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-2035	Magnetic resonance imaging technologists
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-2041	Emergency medical technicians and paramedics
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-2051	Dietetic technicians
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-2052	Pharmacy technicians
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-2053	Psychiatric technicians
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-2054	Respiratory therapy technicians
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-2055	Surgical technologists
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-2056	Veterinary technologists and technicians
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-2057	Ophthalmic medical technicians
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-2061	Licensed practical and licensed vocational nurses
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-2071	Medical records and health information technicians
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-2081	Opticians, dispensing
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-2091	Orthotists and prosthetists
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-2092	Hearing aid specialists
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-2099	Health technologists and technicians, all other
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-9011	Occupational health and safety specialists
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-9012	Occupational health and safety technicians
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-9091	Athletic trainers
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-9092	Genetic counselors
STEM | Medical	SOCPolicyCommittee | Policy Committee only	29-9099	Healthcare practitioners and technical workers, all other
STEM | Other	SOCPolicyCommittee | Policy Committee only	11-9111	Medical and health services managers

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STEM | Other	SOCPolicyCommittee | Policy Committee only	19-3011	Economists
STEM | Other	SOCPolicyCommittee | Policy Committee only	19-3022	Survey researchers
STEM | Other	SOCPolicyCommittee | Policy Committee only	19-3031	Clinical, counseling, and school psychologists
STEM | Other	SOCPolicyCommittee | Policy Committee only	19-3032	Industrial-organizational psychologists
STEM | Other	SOCPolicyCommittee | Policy Committee only	19-3039	Psychologists, all other
STEM | Other	SOCPolicyCommittee | Policy Committee only	19-3041	Sociologists
STEM | Other	SOCPolicyCommittee | Policy Committee only	19-3051	Urban and regional planners
STEM | Other	SOCPolicyCommittee | Policy Committee only	19-3091	Anthropologists and archeologists
STEM | Other	SOCPolicyCommittee | Policy Committee only	19-3092	Geographers
STEM | Other	SOCPolicyCommittee | Policy Committee only	19-3094	Political scientists
STEM | Other	SOCPolicyCommittee | Policy Committee only	19-3099	Social scientists and related workers, all other
STEM | Other	SOCPolicyCommittee | Policy Committee only	19-4061	Social science research assistants
STEM | Other	SOCPolicyCommittee | Policy Committee only	25-1061	Anthropology and archeology teachers, postsecondary
STEM | Other	SOCPolicyCommittee | Policy Committee only	25-1062	Area, ethnic, and cultural studies teachers, postsecondary
STEM | Other	SOCPolicyCommittee | Policy Committee only	25-1063	Economics teachers, postsecondary
STEM | Other	SOCPolicyCommittee | Policy Committee only	25-1064	Geography teachers, postsecondary
STEM | Other	SOCPolicyCommittee | Policy Committee only	25-1065	Political science teachers, postsecondary
STEM | Other	SOCPolicyCommittee | Policy Committee only	25-1066	Psychology teachers, postsecondary
STEM | Other	SOCPolicyCommittee | Policy Committee only	25-1067	Sociology teachers, postsecondary
STEM | Other	SOCPolicyCommittee | Policy Committee only	25-1069	Social sciences teachers, postsecondary, all other
STEM | Other	SOCPolicyCommittee | Policy Committee only	25-1071	Health specialties teachers, postsecondary
STEM | Other	SOCPolicyCommittee | Policy Committee only	25-1072	Nursing instructors and teachers, postsecondary
Non-STEM		11-1011	Chief executives
Non-STEM		11-1021	General and operations managers
Non-STEM		11-1031	Legislators
Non-STEM		11-2011	Advertising and promotions managers
Non-STEM		11-2021	Marketing managers
Non-STEM		11-2022	Sales managers
Non-STEM		11-2031	Public relations and fundraising managers
Non-STEM		11-3011	Administrative services managers
Non-STEM		11-3031	Financial managers
Non-STEM		11-3051	Industrial production managers
Non-STEM		11-3061	Purchasing managers
Non-STEM		11-3071	Transportation, storage, and distribution managers
Non-STEM		11-3111	Compensation and benefits managers
Non-STEM		11-3121	Human resources managers
Non-STEM		11-3131	Training and development managers
Non-STEM		11-9013	Farmers, ranchers, and other agricultural managers
Non-STEM		11-9021	Construction managers
Non-STEM		11-9031	Education administrators, preschool and childcare center/program
Non-STEM		11-9032	Education administrators, elementary and secondary school
Non-STEM		11-9033	Education administrators, postsecondary
Non-STEM		11-9039	Education administrators, all other
Non-STEM		11-9051	Food service managers
Non-STEM		11-9061	Funeral service managers
Non-STEM		11-9071	Gaming managers
Non-STEM		11-9081	Lodging managers
Non-STEM		11-9131	Postmasters and mail superintendents
Non-STEM		11-9141	Property, real estate, and community association managers
Non-STEM		11-9151	Social and community service managers
Non-STEM		11-9161	Emergency management directors
Non-STEM		11-9199	Managers, all other

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Non-STEM	13-1011	Agents and business managers of artists, performers, and athletes
Non-STEM	13-1021	Buyers and purchasing agents, farm products
Non-STEM	13-1022	Wholesale and retail buyers, except farm products
Non-STEM	13-1023	Purchasing agents, except wholesale, retail, and farm products
Non-STEM	13-1031	Claims adjusters, examiners, and investigators
Non-STEM	13-1032	Insurance appraisers, auto damage
Non-STEM	13-1041	Compliance officers
Non-STEM	13-1051	Cost estimators
Non-STEM	13-1071	Human resources specialists
Non-STEM	13-1074	Farm labor contractors
Non-STEM	13-1075	Labor relations specialists
Non-STEM	13-1081	Logisticians
Non-STEM	13-1111	Management analysts
Non-STEM	13-1121	Meeting, convention, and event planners
Non-STEM	13-1131	Fundraisers
Non-STEM	13-1141	Compensation, benefits, and job analysis specialists
Non-STEM	13-1151	Training and development specialists
Non-STEM	13-1161	Market research analysts and marketing specialists
Non-STEM	13-1199	Business operations specialists, all other
Non-STEM	13-2011	Accountants and auditors
Non-STEM	13-2021	Appraisers and assessors of real estate
Non-STEM	13-2031	Budget analysts
Non-STEM	13-2041	Credit analysts
Non-STEM	13-2051	Financial analysts
Non-STEM	13-2052	Personal financial advisors
Non-STEM	13-2053	Insurance underwriters
Non-STEM	13-2061	Financial examiners
Non-STEM	13-2071	Credit counselors
Non-STEM	13-2072	Loan officers
Non-STEM	13-2081	Tax examiners and collectors, and revenue agents
Non-STEM	13-2082	Tax preparers
Non-STEM	13-2099	Financial specialists, all other
Non-STEM	19-3093	Historians
Non-STEM	21-1011	Substance abuse and behavioral disorder counselors
Non-STEM	21-1012	Educational, guidance, school, and vocational counselors
Non-STEM	21-1013	Marriage and family therapists
Non-STEM	21-1014	Mental health counselors
Non-STEM	21-1015	Rehabilitation counselors
Non-STEM	21-1019	Counselors, all other
Non-STEM	21-1021	Child, family, and school social workers
Non-STEM	21-1022	Healthcare social workers
Non-STEM	21-1023	Mental health and substance abuse social workers
Non-STEM	21-1029	Social workers, all other
Non-STEM	21-1091	Health educators
Non-STEM	21-1092	Probation officers and correctional treatment specialists
Non-STEM	21-1093	Social and human service assistants
Non-STEM	21-1094	Community health workers
Non-STEM	21-1099	Community and social service specialists, all other
Non-STEM	21-2011	Clergy
Non-STEM	21-2021	Directors, religious activities and education
Non-STEM	21-2099	Religious workers, all other
Non-STEM	23-1011	Lawyers
Non-STEM	23-1012	Judicial law clerks
Non-STEM	23-1021	Administrative law judges, adjudicators, and hearing officers
Non-STEM	23-1022	Arbitrators, mediators, and conciliators
Non-STEM	23-1023	Judges, magistrate judges, and magistrates
Non-STEM	23-2011	Paralegals and legal assistants
Non-STEM	23-2091	Court reporters
Non-STEM	23-2093	Title examiners, abstractors, and searchers
Non-STEM	23-2099	Legal support workers, all other
Non-STEM	25-1011	Business teachers, postsecondary
Non-STEM	25-1081	Education teachers, postsecondary
Non-STEM	25-1082	Library science teachers, postsecondary
Non-STEM	25-1111	Criminal justice and law enforcement teachers, postsecondary
Non-STEM	25-1112	Law teachers, postsecondary
Non-STEM	25-1113	Social work teachers, postsecondary
Non-STEM	25-1121	Art, drama, and music teachers, postsecondary
Non-STEM	25-1122	Communications teachers, postsecondary
Non-STEM	25-1123	English language and literature teachers, postsecondary
Non-STEM	25-1124	Foreign language and literature teachers, postsecondary
Non-STEM	25-1125	History teachers, postsecondary
Non-STEM	25-1126	Philosophy and religion teachers, postsecondary
Non-STEM	25-1191	Graduate teaching assistants
Non-STEM	25-1192	Home economics teachers, postsecondary

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Non-STEM	25-1193	Recreation and fitness studies teachers, postsecondary
Non-STEM	25-1194	Vocational education teachers, postsecondary
Non-STEM	25-1199	Postsecondary teachers, all other
Non-STEM	25-2011	Preschool teachers, except special education
Non-STEM	25-2012	Kindergarten teachers, except special education
Non-STEM	25-2021	Elementary school teachers, except special education
Non-STEM	25-2022	Middle school teachers, except special and career/technical education
Non-STEM	25-2023	Career/technical education teachers, middle school
Non-STEM	25-2031	Secondary school teachers, except special and career/technical education
Non-STEM	25-2032	Career/technical education teachers, secondary school
Non-STEM	25-2051	Special education teachers, preschool
Non-STEM	25-2052	Special education teachers, kindergarten and elementary school
Non-STEM	25-2053	Special education teachers, middle school
Non-STEM	25-2054	Special education teachers, secondary school
Non-STEM	25-2059	Special education teachers, all other
Non-STEM	25-3011	Adult basic and secondary education and literacy teachers and instructors
Non-STEM	25-3021	Self-enrichment education teachers
Non-STEM	25-3099	Teachers and instructors, all other
Non-STEM	25-4011	Archivists
Non-STEM	25-4012	Curators
Non-STEM	25-4013	Museum technicians and conservators
Non-STEM	25-4021	Librarians
Non-STEM	25-4031	Library technicians
Non-STEM	25-9011	Audio-visual and multimedia collections specialists
Non-STEM	25-9021	Farm and home management advisors
Non-STEM	25-9031	Instructional coordinators
Non-STEM	25-9041	Teacher assistants
Non-STEM	25-9099	Education, training, and library workers, all other
Non-STEM	27-1011	Art directors
Non-STEM	27-1012	Craft artists
Non-STEM	27-1013	Fine artists, including painters, sculptors, and illustrators
Non-STEM	27-1014	Multimedia artists and animators
Non-STEM	27-1019	Artists and related workers, all other
Non-STEM	27-1021	Commercial and industrial designers
Non-STEM	27-1022	Fashion designers
Non-STEM	27-1023	Floral designers
Non-STEM	27-1024	Graphic designers
Non-STEM	27-1025	Interior designers
Non-STEM	27-1026	Merchandise displayers and window trimmers
Non-STEM	27-1027	Set and exhibit designers
Non-STEM	27-1029	Designers, all other
Non-STEM	27-2011	Actors
Non-STEM	27-2012	Producers and directors
Non-STEM	27-2021	Athletes and sports competitors
Non-STEM	27-2022	Coaches and scouts
Non-STEM	27-2023	Umpires, referees, and other sports officials
Non-STEM	27-2031	Dancers
Non-STEM	27-2032	Choreographers
Non-STEM	27-2041	Music directors and composers
Non-STEM	27-2042	Musicians and singers
Non-STEM	27-2099	Entertainers and performers, sports and related workers, all other
Non-STEM	27-3011	Radio and television announcers
Non-STEM	27-3012	Public address system and other announcers
Non-STEM	27-3021	Broadcast news analysts
Non-STEM	27-3022	Reporters and correspondents
Non-STEM	27-3031	Public relations specialists
Non-STEM	27-3041	Editors
Non-STEM	27-3042	Technical writers
Non-STEM	27-3043	Writers and authors
Non-STEM	27-3091	Interpreters and translators
Non-STEM	27-3099	Media and communication workers, all other
Non-STEM	27-4011	Audio and video equipment technicians
Non-STEM	27-4012	Broadcast technicians
Non-STEM	27-4013	Radio operators
Non-STEM	27-4014	Sound engineering technicians
Non-STEM	27-4021	Photographers
Non-STEM	27-4031	Camera operators, television, video, and motion picture
Non-STEM	27-4032	Film and video editors
Non-STEM	27-4099	Media and communication equipment workers, all other
Non-STEM	31-1011	Home health aides
Non-STEM	31-1013	Psychiatric aides

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Non-STEM	31-1014	Nursing assistants
Non-STEM	31-1015	Orderlies
Non-STEM	31-2011	Occupational therapy assistants
Non-STEM	31-2012	Occupational therapy aides
Non-STEM	31-2021	Physical therapist assistants
Non-STEM	31-2022	Physical therapist aides
Non-STEM	31-9011	Massage therapists
Non-STEM	31-9091	Dental assistants
Non-STEM	31-9092	Medical assistants
Non-STEM	31-9093	Medical equipment preparers
Non-STEM	31-9094	Medical transcriptionists
Non-STEM	31-9095	Pharmacy aides
Non-STEM	31-9096	Veterinary assistants and laboratory animal caretakers
Non-STEM	31-9097	Phlebotomists
Non-STEM	31-9099	Healthcare support workers, all other
Non-STEM	33-1011	First-line supervisors of correctional officers
Non-STEM	33-1012	First-line supervisors of police and detectives
Non-STEM	33-1021	First-line supervisors of fire fighting and prevention workers
Non-STEM	33-1099	First-line supervisors of protective service workers, all other
Non-STEM	33-2011	Firefighters
Non-STEM	33-2021	Fire inspectors and investigators
Non-STEM	33-2022	Forest fire inspectors and prevention specialists
Non-STEM	33-3011	Bailiffs
Non-STEM	33-3012	Correctional officers and jailers
Non-STEM	33-3021	Detectives and criminal investigators
Non-STEM	33-3031	Fish and game wardens
Non-STEM	33-3041	Parking enforcement workers
Non-STEM	33-3051	Police and sheriff's patrol officers
Non-STEM	33-3052	Transit and railroad police
Non-STEM	33-9011	Animal control workers
Non-STEM	33-9021	Private detectives and investigators
Non-STEM	33-9031	Gaming surveillance officers and gaming investigators
Non-STEM	33-9032	Security guards
Non-STEM	33-9091	Crossing guards
Non-STEM	33-9092	Lifeguards, ski patrol, and other recreational protective service workers
Non-STEM	33-9093	Transportation security screeners
Non-STEM	33-9099	Protective service workers, all other
Non-STEM	35-1011	Chefs and head cooks
Non-STEM	35-1012	First-line supervisors of food preparation and serving workers
Non-STEM	35-2011	Cooks, fast food
Non-STEM	35-2012	Cooks, institution and cafeteria
Non-STEM	35-2013	Cooks, private household
Non-STEM	35-2014	Cooks, restaurant
Non-STEM	35-2015	Cooks, short order
Non-STEM	35-2019	Cooks, all other
Non-STEM	35-2021	Food preparation workers
Non-STEM	35-3011	Bartenders
Non-STEM	35-3021	Combined food preparation and serving workers, including fast food
Non-STEM	35-3022	Counter attendants, cafeteria, food concession, and coffee shop
Non-STEM	35-3031	Waiters and waitresses
Non-STEM	35-3041	Food servers, nonrestaurant
Non-STEM	35-9011	Dining room and cafeteria attendants and bartender helpers
Non-STEM	35-9021	Dishwashers
Non-STEM	35-9031	Hosts and hostesses, restaurant, lounge, and coffee shop
Non-STEM	35-9099	Food preparation and serving related workers, all other
Non-STEM	37-1011	First-line supervisors of housekeeping and janitorial workers
Non-STEM	37-1012	First-line supervisors of landscaping, lawn service, and groundskeeping workers
Non-STEM	37-2011	Janitors and cleaners, except maids and housekeeping cleaners
Non-STEM	37-2012	Maids and housekeeping cleaners
Non-STEM	37-2019	Building cleaning workers, all other
Non-STEM	37-2021	Pest control workers
Non-STEM	37-3011	Landscaping and groundskeeping workers
Non-STEM	37-3012	Pesticide handlers, sprayers, and applicators, vegetation
Non-STEM	37-3013	Tree trimmers and pruners
Non-STEM	37-3019	Grounds maintenance workers, all other
Non-STEM	39-1011	Gaming supervisors
Non-STEM	39-1012	Slot supervisors
Non-STEM	39-1021	First-line supervisors of personal service workers
Non-STEM	39-2011	Animal trainers
Non-STEM	39-2021	Nonfarm animal caretakers
Non-STEM	39-3011	Gaming dealers
Non-STEM	39-3012	Gaming and sports book writers and runners

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Non-STEM	39-3019	Gaming service workers, all other
Non-STEM	39-3021	Motion picture projectionists
Non-STEM	39-3031	Ushers, lobby attendants, and ticket takers
Non-STEM	39-3091	Amusement and recreation attendants
Non-STEM	39-3092	Costume attendants
Non-STEM	39-3093	Locker room, coatroom, and dressing room attendants
Non-STEM	39-3099	Entertainment attendants and related workers, all other
Non-STEM	39-4011	Embalmers
Non-STEM	39-4021	Funeral attendants
Non-STEM	39-4031	Morticians, undertakers, and funeral directors
Non-STEM	39-5011	Barbers
Non-STEM	39-5012	Hairdressers, hairstylists, and cosmetologists
Non-STEM	39-5091	Makeup artists, theatrical and performance
Non-STEM	39-5092	Manicurists and pedicurists
Non-STEM	39-5093	Shampooers
Non-STEM	39-5094	Skincare specialists
Non-STEM	39-6011	Baggage porters and bellhops
Non-STEM	39-6012	Concierges
Non-STEM	39-7011	Tour guides and escorts
Non-STEM	39-7012	Travel guides
Non-STEM	39-9011	Childcare workers
Non-STEM	39-9021	Personal care aides
Non-STEM	39-9031	Fitness trainers and aerobics instructors
Non-STEM	39-9032	Recreation workers
Non-STEM	39-9041	Residential advisors
Non-STEM	39-9099	Personal care and service workers, all other
Non-STEM	41-1011	First-line supervisors of retail sales workers
Non-STEM	41-1012	First-line supervisors of non-retail sales workers
Non-STEM	41-2011	Cashiers
Non-STEM	41-2012	Gaming change persons and booth cashiers
Non-STEM	41-2021	Counter and rental clerks
Non-STEM	41-2022	Parts salespersons
Non-STEM	41-2031	Retail salespersons
Non-STEM	41-3011	Advertising sales agents
Non-STEM	41-3021	Insurance sales agents
Non-STEM	41-3031	Securities, commodities, and financial services sales agents
Non-STEM	41-3041	Travel agents
Non-STEM	41-3099	Sales representatives, services, all other
Non-STEM	41-4012	Sales representatives, wholesale and manufacturing, except technical and scientific products
Non-STEM	41-9011	Demonstrators and product promoters
Non-STEM	41-9012	Models
Non-STEM	41-9021	Real estate brokers
Non-STEM	41-9022	Real estate sales agents
Non-STEM	41-9041	Telemarketers
Non-STEM	41-9091	Door-to-door sales workers, news and street vendors, and related workers
Non-STEM	41-9099	Sales and related workers, all other
Non-STEM	43-1011	First-line supervisors of office and administrative support workers
Non-STEM	43-2011	Switchboard operators, including answering service
Non-STEM	43-2021	Telephone operators
Non-STEM	43-2099	Communications equipment operators, all other
Non-STEM	43-3011	Bill and account collectors
Non-STEM	43-3021	Billing and posting clerks
Non-STEM	43-3031	Bookkeeping, accounting, and auditing clerks
Non-STEM	43-3041	Gaming cage workers
Non-STEM	43-3051	Payroll and timekeeping clerks
Non-STEM	43-3061	Procurement clerks
Non-STEM	43-3071	Tellers
Non-STEM	43-3099	Financial clerks, all other
Non-STEM	43-4011	Brokerage clerks
Non-STEM	43-4021	Correspondence clerks
Non-STEM	43-4031	Court, municipal, and license clerks
Non-STEM	43-4041	Credit authorizers, checkers, and clerks
Non-STEM	43-4051	Customer service representatives
Non-STEM	43-4061	Eligibility interviewers, government programs
Non-STEM	43-4071	File clerks
Non-STEM	43-4081	Hotel, motel, and resort desk clerks
Non-STEM	43-4111	Interviewers, except eligibility and loan
Non-STEM	43-4121	Library assistants, clerical
Non-STEM	43-4131	Loan interviewers and clerks
Non-STEM	43-4141	New accounts clerks
Non-STEM	43-4151	Order clerks
Non-STEM	43-4161	Human resources assistants, except payroll and timekeeping

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Non-STEM	43-4171	Receptionists and information clerks
Non-STEM	43-4181	Reservation and transportation ticket agents and travel clerks
Non-STEM	43-4199	Information and record clerks, all other
Non-STEM	43-5011	Cargo and freight agents
Non-STEM	43-5021	Couriers and messengers
Non-STEM	43-5031	Police, fire, and ambulance dispatchers
Non-STEM	43-5032	Dispatchers, except police, fire, and ambulance
Non-STEM	43-5041	Meter readers, utilities
Non-STEM	43-5051	Postal service clerks
Non-STEM	43-5052	Postal service mail carriers
Non-STEM	43-5053	Postal service mail sorters, processors, and processing machine operators
Non-STEM	43-5061	Production, planning, and expediting clerks
Non-STEM	43-5071	Shipping, receiving, and traffic clerks
Non-STEM	43-5081	Stock clerks and order fillers
Non-STEM	43-5111	Weighers, measurers, checkers, and samplers, recordkeeping
Non-STEM	43-6011	Executive secretaries and executive administrative assistants
Non-STEM	43-6012	Legal secretaries
Non-STEM	43-6013	Medical secretaries
Non-STEM	43-6014	Secretaries and administrative assistants, except legal, medical, and executive
Non-STEM	43-9011	Computer operators
Non-STEM	43-9021	Data entry keyers
Non-STEM	43-9022	Word processors and typists
Non-STEM	43-9031	Desktop publishers
Non-STEM	43-9041	Insurance claims and policy processing clerks
Non-STEM	43-9051	Mail clerks and mail machine operators, except postal service
Non-STEM	43-9061	Office clerks, general
Non-STEM	43-9071	Office machine operators, except computer
Non-STEM	43-9081	Proofreaders and copy markers
Non-STEM	43-9111	Statistical assistants
Non-STEM	43-9199	Office and administrative support workers, all other
Non-STEM	45-1011	First-line supervisors of farming, fishing, and forestry workers
Non-STEM	45-2011	Agricultural inspectors
Non-STEM	45-2021	Animal breeders
Non-STEM	45-2041	Graders and sorters, agricultural products
Non-STEM	45-2091	Agricultural equipment operators
Non-STEM	45-2092	Farmworkers and laborers, crop, nursery, and greenhouse
Non-STEM	45-2093	Farmworkers, farm, ranch, and aquacultural animals
Non-STEM	45-2099	Agricultural workers, all other
Non-STEM	45-3000	Fishing and hunting workers
Non-STEM	45-4011	Forest and conservation workers
Non-STEM	45-4021	Fallers
Non-STEM	45-4022	Logging equipment operators
Non-STEM	45-4023	Log graders and scalers
Non-STEM	45-4029	Logging workers, all other
Non-STEM	47-1011	First-line supervisors of construction trades and extraction workers
Non-STEM	47-2011	Boilermakers
Non-STEM	47-2021	Brickmasons and blockmasons
Non-STEM	47-2022	Stonemasons
Non-STEM	47-2031	Carpenters
Non-STEM	47-2041	Carpet installers
Non-STEM	47-2042	Floor layers, except carpet, wood, and hard tiles
Non-STEM	47-2043	Floor sanders and finishers
Non-STEM	47-2044	Tile and marble setters
Non-STEM	47-2051	Cement masons and concrete finishers
Non-STEM	47-2053	Terrazzo workers and finishers
Non-STEM	47-2061	Construction laborers
Non-STEM	47-2071	Paving, surfacing, and tamping equipment operators
Non-STEM	47-2072	Pile-driver operators
Non-STEM	47-2073	Operating engineers and other construction equipment operators
Non-STEM	47-2081	Drywall and ceiling tile installers
Non-STEM	47-2082	Tapers
Non-STEM	47-2111	Electricians
Non-STEM	47-2121	Glaziers
Non-STEM	47-2131	Insulation workers, floor, ceiling, and wall
Non-STEM	47-2132	Insulation workers, mechanical
Non-STEM	47-2141	Painters, construction and maintenance
Non-STEM	47-2142	Paperhangers
Non-STEM	47-2151	Pipelayers
Non-STEM	47-2152	Plumbers, pipefitters, and steamfitters
Non-STEM	47-2161	Plasterers and stucco masons
Non-STEM	47-2171	Reinforcing iron and rebar workers
Non-STEM	47-2181	Roofers

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Non-STEM	47-2211	Sheet metal workers
Non-STEM	47-2221	Structural iron and steel workers
Non-STEM	47-2231	Solar photovoltaic installers
Non-STEM	47-3011	Helpers–brickmasons, blockmasons, stonemasons, and tile and marble setters
Non-STEM	47-3012	Helpers–carpenters
Non-STEM	47-3013	Helpers–electricians
Non-STEM	47-3014	Helpers–painters, paperhangers, plasterers, and stucco masons
Non-STEM	47-3015	Helpers–pipelayers, plumbers, pipefitters, and steamfitters
Non-STEM	47-3016	Helpers–roofers
Non-STEM	47-3019	Helpers, construction trades, all other
Non-STEM	47-4011	Construction and building inspectors
Non-STEM	47-4021	Elevator installers and repairers
Non-STEM	47-4031	Fence erectors
Non-STEM	47-4041	Hazardous materials removal workers
Non-STEM	47-4051	Highway maintenance workers
Non-STEM	47-4061	Rail-track laying and maintenance equipment operators
Non-STEM	47-4071	Septic tank servicers and sewer pipe cleaners
Non-STEM	47-4091	Segmental pavers
Non-STEM	47-4099	Construction and related workers, all other
Non-STEM	47-5011	Derrick operators, oil and gas
Non-STEM	47-5012	Rotary drill operators, oil and gas
Non-STEM	47-5013	Service unit operators, oil, gas, and mining
Non-STEM	47-5021	Earth drillers, except oil and gas
Non-STEM	47-5031	Explosives workers, ordnance handling experts, and blasters
Non-STEM	47-5041	Continuous mining machine operators
Non-STEM	47-5042	Mine cutting and channeling machine operators
Non-STEM	47-5049	Mining machine operators, all other
Non-STEM	47-5051	Rock splitters, quarry
Non-STEM	47-5061	Roof bolters, mining
Non-STEM	47-5071	Roustabouts, oil and gas
Non-STEM	47-5081	Helpers–extraction workers
Non-STEM	47-5099	Extraction workers, all other
Non-STEM	49-1011	First-line supervisors of mechanics, installers, and repairers
Non-STEM	49-2011	Computer, automated teller, and office machine repairers
Non-STEM	49-2021	Radio, cellular, and tower equipment installers and repairs
Non-STEM	49-2022	Telecommunications equipment installers and repairers, except line installers
Non-STEM	49-2091	Avionics technicians
Non-STEM	49-2092	Electric motor, power tool, and related repairers
Non-STEM	49-2093	Electrical and electronics installers and repairers, transportation equipment
Non-STEM	49-2094	Electrical and electronics repairers, commercial and industrial equipment
Non-STEM	49-2095	Electrical and electronics repairers, powerhouse, substation, and relay
Non-STEM	49-2096	Electronic equipment installers and repairers, motor vehicles
Non-STEM	49-2097	Electronic home entertainment equipment installers and repairers
Non-STEM	49-2098	Security and fire alarm systems installers
Non-STEM	49-3011	Aircraft mechanics and service technicians
Non-STEM	49-3021	Automotive body and related repairers
Non-STEM	49-3022	Automotive glass installers and repairers
Non-STEM	49-3023	Automotive service technicians and mechanics
Non-STEM	49-3031	Bus and truck mechanics and diesel engine specialists
Non-STEM	49-3041	Farm equipment mechanics and service technicians
Non-STEM	49-3042	Mobile heavy equipment mechanics, except engines
Non-STEM	49-3043	Rail car repairers
Non-STEM	49-3051	Motorboat mechanics and service technicians
Non-STEM	49-3052	Motorcycle mechanics
Non-STEM	49-3053	Outdoor power equipment and other small engine mechanics
Non-STEM	49-3091	Bicycle repairers
Non-STEM	49-3092	Recreational vehicle service technicians
Non-STEM	49-3093	Tire repairers and changers
Non-STEM	49-9011	Mechanical door repairers
Non-STEM	49-9012	Control and valve installers and repairers, except mechanical door
Non-STEM	49-9021	Heating, air conditioning, and refrigeration mechanics and installers
Non-STEM	49-9031	Home appliance repairers
Non-STEM	49-9041	Industrial machinery mechanics
Non-STEM	49-9043	Maintenance workers, machinery
Non-STEM	49-9044	Millwrights
Non-STEM	49-9045	Refractory materials repairers, except brickmasons
Non-STEM	49-9051	Electrical power-line installers and repairers
Non-STEM	49-9052	Telecommunications line installers and repairers
Non-STEM	49-9061	Camera and photographic equipment repairers

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Non-STEM	49-9062	Medical equipment repairers
Non-STEM	49-9063	Musical instrument repairers and tuners
Non-STEM	49-9064	Watch repairers
Non-STEM	49-9069	Precision instrument and equipment repairers, all other
Non-STEM	49-9071	Maintenance and repair workers, general
Non-STEM	49-9081	Wind turbine service technicians
Non-STEM	49-9091	Coin, vending, and amusement machine servicers and repairers
Non-STEM	49-9092	Commercial divers
Non-STEM	49-9093	Fabric menders, except garment
Non-STEM	49-9094	Locksmiths and safe repairers
Non-STEM	49-9095	Manufactured building and mobile home installers
Non-STEM	49-9096	Riggers
Non-STEM	49-9097	Signal and track switch repairers
Non-STEM	49-9098	Helpers–installation, maintenance, and repair workers
Non-STEM	49-9099	Installation, maintenance, and repair workers, all other
Non-STEM	51-1011	First-line supervisors of production and operating workers
Non-STEM	51-2011	Aircraft structure, surfaces, rigging, and systems assemblers
Non-STEM	51-2021	Coil winders, tapers, and finishers
Non-STEM	51-2022	Electrical and electronic equipment assemblers
Non-STEM	51-2023	Electromechanical equipment assemblers
Non-STEM	51-2031	Engine and other machine assemblers
Non-STEM	51-2041	Structural metal fabricators and fitters
Non-STEM	51-2091	Fiberglass laminators and fabricators
Non-STEM	51-2092	Team assemblers
Non-STEM	51-2093	Timing device assemblers and adjusters
Non-STEM	51-2099	Assemblers and fabricators, all other
Non-STEM	51-3011	Bakers
Non-STEM	51-3021	Butchers and meat cutters
Non-STEM	51-3022	Meat, poultry, and fish cutters and trimmers
Non-STEM	51-3023	Slaughterers and meat packers
Non-STEM	51-3091	Food and tobacco roasting, baking, and drying machine operators and tenders
Non-STEM	51-3092	Food batchmakers
Non-STEM	51-3093	Food cooking machine operators and tenders
Non-STEM	51-3099	Food processing workers, all other
Non-STEM	51-4011	Computer-controlled machine tool operators, metal and plastic
Non-STEM	51-4012	Computer numerically controlled machine tool programmers, metal and plastic
Non-STEM	51-4021	Extruding and drawing machine setters, operators, and tenders, metal and plastic
Non-STEM	51-4022	Forging machine setters, operators, and tenders, metal and plastic
Non-STEM	51-4023	Rolling machine setters, operators, and tenders, metal and plastic
Non-STEM	51-4031	Cutting, punching, and press machine setters, operators, and tenders, metal and plastic
Non-STEM	51-4032	Drilling and boring machine tool setters, operators, and tenders, metal and plastic
Non-STEM	51-4033	Grinding, lapping, polishing, and buffing machine tool setters, operators, and tenders, metal and plastic
Non-STEM	51-4034	Lathe and turning machine tool setters, operators, and tenders, metal and plastic
Non-STEM	51-4035	Milling and planing machine setters, operators, and tenders, metal and plastic
Non-STEM	51-4041	Machinists
Non-STEM	51-4051	Metal-refining furnace operators and tenders
Non-STEM	51-4052	Pourers and casters, metal
Non-STEM	51-4061	Model makers, metal and plastic
Non-STEM	51-4062	Patternmakers, metal and plastic
Non-STEM	51-4071	Foundry mold and coremakers
Non-STEM	51-4072	Molding, coremaking, and casting machine setters, operators, and tenders, metal and plastic
Non-STEM	51-4081	Multiple machine tool setters, operators, and tenders, metal and plastic
Non-STEM	51-4111	Tool and die makers
Non-STEM	51-4121	Welders, cutters, solderers, and brazers
Non-STEM	51-4122	Welding, soldering, and brazing machine setters, operators, and tenders
Non-STEM	51-4191	Heat treating equipment setters, operators, and tenders, metal and plastic
Non-STEM	51-4192	Layout workers, metal and plastic
Non-STEM	51-4193	Plating and coating machine setters, operators, and tenders, metal and plastic
Non-STEM	51-4194	Tool grinders, filers, and sharpeners
Non-STEM	51-4199	Metal workers and plastic workers, all other
Non-STEM	51-5111	Prepress technicians and workers

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Non-STEM	51-5112	Printing press operators
Non-STEM	51-5113	Print binding and finishing workers
Non-STEM	51-6011	Laundry and dry-cleaning workers
Non-STEM	51-6021	Pressers, textile, garment, and related materials
Non-STEM	51-6031	Sewing machine operators
Non-STEM	51-6041	Shoe and leather workers and repairers
Non-STEM	51-6042	Shoe machine operators and tenders
Non-STEM	51-6051	Sewers, hand
Non-STEM	51-6052	Tailors, dressmakers, and custom sewers
Non-STEM	51-6061	Textile bleaching and dyeing machine operators and tenders
Non-STEM	51-6062	Textile cutting machine setters, operators, and tenders
Non-STEM	51-6063	Textile knitting and weaving machine setters, operators, and tenders
Non-STEM	51-6064	Textile winding, twisting, and drawing out machine setters, operators, and tenders
Non-STEM	51-6091	Extruding and forming machine setters, operators, and tenders, synthetic and glass fibers
Non-STEM	51-6092	Fabric and apparel patternmakers
Non-STEM	51-6093	Upholsterers
Non-STEM	51-6099	Textile, apparel, and furnishings workers, all other
Non-STEM	51-7011	Cabinetmakers and bench carpenters
Non-STEM	51-7021	Furniture finishers
Non-STEM	51-7031	Model makers, wood
Non-STEM	51-7032	Patternmakers, wood
Non-STEM	51-7041	Sawing machine setters, operators, and tenders, wood
Non-STEM	51-7042	Woodworking machine setters, operators, and tenders, except sawing
Non-STEM	51-7099	Woodworkers, all other
Non-STEM	51-8011	Nuclear power reactor operators
Non-STEM	51-8012	Power distributors and dispatchers
Non-STEM	51-8013	Power plant operators
Non-STEM	51-8021	Stationary engineers and boiler operators
Non-STEM	51-8031	Water and wastewater treatment plant and system operators
Non-STEM	51-8091	Chemical plant and system operators
Non-STEM	51-8092	Gas plant operators
Non-STEM	51-8093	Petroleum pump system operators, refinery operators, and gaugers
Non-STEM	51-8099	Plant and system operators, all other
Non-STEM	51-9011	Chemical equipment operators and tenders
Non-STEM	51-9012	Separating, filtering, clarifying, precipitating, and still machine setters, operators, and tenders
Non-STEM	51-9021	Crushing, grinding, and polishing machine setters, operators, and tenders
Non-STEM	51-9022	Grinding and polishing workers, hand
Non-STEM	51-9023	Mixing and blending machine setters, operators, and tenders
Non-STEM	51-9031	Cutters and trimmers, hand
Non-STEM	51-9032	Cutting and slicing machine setters, operators, and tenders
Non-STEM	51-9041	Extruding, forming, pressing, and compacting machine setters, operators, and tenders
Non-STEM	51-9051	Furnace, kiln, oven, drier, and kettle operators and tenders
Non-STEM	51-9061	Inspectors, testers, sorters, samplers, and weighers
Non-STEM	51-9071	Jewelers and precious stone and metal workers
Non-STEM	51-9081	Dental laboratory technicians
Non-STEM	51-9082	Medical appliance technicians
Non-STEM	51-9083	Ophthalmic laboratory technicians
Non-STEM	51-9111	Packaging and filling machine operators and tenders
Non-STEM	51-9121	Coating, painting, and spraying machine setters, operators, and tenders
Non-STEM	51-9122	Painters, transportation equipment
Non-STEM	51-9123	Painting, coating, and decorating workers
Non-STEM	51-9141	Semiconductor processors
Non-STEM	51-9151	Photographic process workers and processing machine operators
Non-STEM	51-9191	Adhesive bonding machine operators and tenders
Non-STEM	51-9192	Cleaning, washing, and metal pickling equipment operators and tenders
Non-STEM	51-9193	Cooling and freezing equipment operators and tenders
Non-STEM	51-9194	Etchers and engravers
Non-STEM	51-9195	Molders, shapers, and casters, except metal and plastic
Non-STEM	51-9196	Paper goods machine setters, operators, and tenders
Non-STEM	51-9197	Tire builders
Non-STEM	51-9198	Helpers–production workers
Non-STEM	51-9199	Production workers, all other
Non-STEM	53-1011	Aircraft cargo handling supervisors
Non-STEM	53-1021	First-line supervisors of helpers, laborers, and material movers, hand

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Non-STEM	53-1031	First-line supervisors of transportation and material-moving machine and vehicle operators
Non-STEM	53-2011	Airline pilots, copilots, and flight engineers
Non-STEM	53-2012	Commercial pilots
Non-STEM	53-2021	Air traffic controllers
Non-STEM	53-2022	Airfield operations specialists
Non-STEM	53-2031	Flight attendants
Non-STEM	53-3011	Ambulance drivers and attendants, except emergency medical technicians
Non-STEM	53-3021	Bus drivers, transit and intercity
Non-STEM	53-3022	Bus drivers, school or special client
Non-STEM	53-3031	Driver/sales workers
Non-STEM	53-3032	Heavy and tractor-trailer truck drivers
Non-STEM	53-3033	Light truck or delivery services drivers
Non-STEM	53-3041	Taxi drivers and chauffeurs
Non-STEM	53-3099	Motor vehicle operators, all other
Non-STEM	53-4011	Locomotive engineers
Non-STEM	53-4012	Locomotive firers
Non-STEM	53-4013	Rail yard engineers, dinkey operators, and hostlers
Non-STEM	53-4021	Railroad brake, signal, and switch operators
Non-STEM	53-4031	Railroad conductors and yardmasters
Non-STEM	53-4041	Subway and streetcar operators
Non-STEM	53-4099	Rail transportation workers, all other
Non-STEM	53-5011	Sailors and marine oilers
Non-STEM	53-5021	Captains, mates, and pilots of water vessels
Non-STEM	53-5022	Motorboat operators
Non-STEM	53-5031	Ship engineers
Non-STEM	53-6011	Bridge and lock tenders
Non-STEM	53-6021	Parking lot attendants
Non-STEM	53-6031	Automotive and watercraft service attendants
Non-STEM	53-6041	Traffic technicians
Non-STEM	53-6051	Transportation inspectors
Non-STEM	53-6061	Transportation attendants, except flight attendants
Non-STEM	53-6099	Transportation workers, all other
Non-STEM	53-7011	Conveyor operators and tenders
Non-STEM	53-7021	Crane and tower operators
Non-STEM	53-7031	Dredge operators
Non-STEM	53-7032	Excavating and loading machine and dragline operators
Non-STEM	53-7033	Loading machine operators, underground mining
Non-STEM	53-7041	Hoist and winch operators
Non-STEM	53-7051	Industrial truck and tractor operators
Non-STEM	53-7061	Cleaners of vehicles and equipment
Non-STEM	53-7062	Laborers and freight, stock, and material movers, hand
Non-STEM	53-7063	Machine feeders and offbearers
Non-STEM	53-7064	Packers and packagers, hand
Non-STEM	53-7071	Gas compressor and gas pumping station operators
Non-STEM	53-7072	Pump operators, except wellhead pumpers
Non-STEM	53-7073	Wellhead pumpers
Non-STEM	53-7081	Refuse and recyclable material collectors
Non-STEM	53-7111	Mine shuttle car operators
Non-STEM	53-7121	Tank car, truck, and ship loaders
Non-STEM	53-7199	Material moving workers, all other

Listing of CIP Codes tied to SOC Codes by Occupation Group

SOC Code	SOC Title	Occupation Group	CIP Code	CIP Title	Labor Region	Institution	Total Completions
15-1134	Web developers	STEM | Narrow	11.0801	Web Page, Digital/Multimedia and Information Resources Design.	Northern	North Idaho College	6
17-3011	Architectural and civil drafters	STEM | Narrow	15.1303	Architectural Drafting and Architectural CAD/CADD.	Northern	North Idaho College	4
17-3011	Architectural and civil drafters	STEM | Narrow	15.1304	Civil Drafting and Civil Engineering CAD/CADD.	Northern	North Idaho College	0
17-3013	Mechanical drafters	STEM | Narrow	15.1306	Mechanical Drafting and Mechanical Drafting CAD/CADD.	Northern	North Idaho College	2
17-3021	Aerospace engineering and operations technicians	STEM | Narrow	15.0801	Aeronautical/Aerospace Engineering Technology/Technician.	Northern	North Idaho College	5
17-3022	Civil engineering technicians	STEM | Narrow	46.0415	Building Construction Technology.	Northern	North Idaho College	1

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17-3023	Electrical and electronics engineering technicians	STEM | Narrow	15.0303	Electrical, Electronic and Communications Engineering Technology/Technician.	Northern	North Idaho College	0
29-2012	Medical and clinical laboratory technicians	STEM | Medical	51.0802	Clinical/Medical Laboratory Assistant.	Northern	North Idaho College	0
29-2034	Radiologic technologists	STEM | Medical	51.0907	Medical Radiologic Technology/Science - Radiation Therapist.	Northern	North Idaho College	0
29-2053	Psychiatric technicians	STEM | Medical	51.1502	Psychiatric/Mental Health Services Technician.	Northern	North Idaho College	0
29-2053	Psychiatric technicians	STEM | Medical	51.1502	Psychiatric/Mental Health Services Technician.	Northern	North Idaho College	0
29-2061	Licensed practical and licensed vocational nurses	STEM | Medical	51.3901	Licensed Practical/Vocational Nurse Training.	Northern	North Idaho College	18
29-2071	Medical records and health information technicians	STEM | Medical	51.0707	Health Information/Medical Records Technology/Technician.	Northern	North Idaho College	0
29-2071	Medical records and health information technicians	STEM | Medical	51.0713	Medical Insurance Coding Specialist/Coder.	Northern	North Idaho College	0
13-1032	Insurance appraisers, auto damage	Non-STEM	47.0603	Autobody/Collision and Repair Technology/Technician.	Northern	North Idaho College	9
23-2011	Paralegals and legal assistants	Non-STEM	22.0302	Legal Assistant/Paralegal.	Northern	North Idaho College	8
31-2021	Physical therapist assistants	Non-STEM	51.0806	Physical Therapy Technician/Assistant.	Northern	North Idaho College	13
31-9092	Medical assistants	Non-STEM	51.0710	Medical Office Assistant/Specialist.	Northern	North Idaho College	6
31-9092	Medical assistants	Non-STEM	51.0716	Medical Administrative/Executive Assistant and Medical Secretary.	Northern	North Idaho College	7
31-9092	Medical assistants	Non-STEM	51.0801	Medical/Clinical Assistant.	Northern	North Idaho College	0
31-9092	Medical assistants	Non-STEM	51.0710	Medical Office Assistant/Specialist.	Northern	North Idaho College	2
31-9092	Medical assistants	Non-STEM	51.0712	Medical Reception/Receptionist.	Northern	North Idaho College	0
31-9092	Medical assistants	Non-STEM	51.0716	Medical Administrative/Executive Assistant and Medical Secretary.	Northern	North Idaho College	0
31-9092	Medical assistants	Non-STEM	51.0801	Medical/Clinical Assistant.	Northern	North Idaho College	0
31-9094	Medical transcriptionists	Non-STEM	51.0708	Medical Transcription/Transcriptionist.	Northern	North Idaho College	0
31-9094	Medical transcriptionists	Non-STEM	51.0708	Medical Transcription/Transcriptionist.	Northern	North Idaho College	0
33-2011	Firefighters	Non-STEM	43.0203	Fire Science/Fire-fighting.	Northern	North Idaho College	0
49-3011	Aircraft mechanics and service technicians	Non-STEM	47.0607	Airframe Mechanics and Aircraft Maintenance Technology/Technician.	Northern	North Idaho College	4
49-3023	Automotive service technicians and mechanics	Non-STEM	47.0604	Automobile/Automotive Mechanics Technology/Technician.	Northern	North Idaho College	5
49-3023	Automotive service technicians and mechanics	Non-STEM	47.0604	Automobile/Automotive Mechanics Technology/Technician.	Northern	North Idaho College	8
49-3052	Motorcycle mechanics	Non-STEM	47.0611	Motorcycle Maintenance and Repair Technology/Technician.	Northern	North Idaho College	6

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49-9021	Heating, air conditioning, and refrigeration mechanics and installers	Non-STEM	47.0201	Heating, Air Conditioning, Ventilation and Refrigeration Maintenance Technology/Technician.	Northern	North Idaho College	0
49-9021	Heating, air conditioning, and refrigeration mechanics and installers	Non-STEM	47.0201	Heating, Air Conditioning, Ventilation and Refrigeration Maintenance Technology/Technician.	Northern	North Idaho College	0
11-3021	Computer and information systems managers	STEM | Narrow	52.0205	Operations Management and Supervision.	North Central	University of Idaho	0
11-3021	Computer and information systems managers	STEM | Narrow	52.1201	Management Information Systems, General.	North Central	University of Idaho	12
11-9041	Architectural and engineering managers	STEM | Narrow	14.0301	Agricultural Engineering.	North Central	University of Idaho	0
11-9041	Architectural and engineering managers	STEM | Narrow	14.0701	Chemical Engineering.	North Central	University of Idaho	0
11-9041	Architectural and engineering managers	STEM | Narrow	14.1001	Electrical and Electronics Engineering	North Central	University of Idaho	0
11-9041	Architectural and engineering managers	STEM | Narrow	14.1801	Materials Engineering.	North Central	University of Idaho	1
11-9041	Architectural and engineering managers	STEM | Narrow	14.1901	Mechanical Engineering.	North Central	University of Idaho	1
11-9041	Architectural and engineering managers	STEM | Narrow	14.2301	Nuclear Engineering.	North Central	University of Idaho	0
11-9041	Architectural and engineering managers	STEM | Narrow	14.4501	Biological/Biosystems Engineering.	North Central	University of Idaho	1
11-9041	Architectural and engineering managers	STEM | Narrow	04.0201	Architecture.	North Central	University of Idaho	26
11-9041	Architectural and engineering managers	STEM | Narrow	04.0301	City/Urban, Community and Regional Planning.	North Central	University of Idaho	2
11-9041	Architectural and engineering managers	STEM | Narrow	04.0601	Landscape Architecture.	North Central	University of Idaho	9
11-9041	Architectural and engineering managers	STEM | Narrow	14.0301	Agricultural Engineering.	North Central	University of Idaho	0
11-9041	Architectural and engineering managers	STEM | Narrow	14.0701	Chemical Engineering.	North Central	University of Idaho	4
11-9041	Architectural and engineering managers	STEM | Narrow	14.1001	Electrical and Electronics Engineering	North Central	University of Idaho	28
11-9041	Architectural and engineering managers	STEM | Narrow	14.1801	Materials Engineering.	North Central	University of Idaho	1
11-9041	Architectural and engineering managers	STEM | Narrow	14.1901	Mechanical Engineering.	North Central	University of Idaho	13
11-9041	Architectural and engineering managers	STEM | Narrow	14.2001	Metallurgical Engineering.	North Central	University of Idaho	0
11-9041	Architectural and engineering managers	STEM | Narrow	14.2301	Nuclear Engineering.	North Central	University of Idaho	5
11-9041	Architectural and engineering managers	STEM | Narrow	14.3901	Geological/Geophysical Engineering.	North Central	University of Idaho	0
11-9041	Architectural and engineering managers	STEM | Narrow	14.4501	Biological/Biosystems Engineering.	North Central	University of Idaho	5
11-9041	Architectural and engineering managers	STEM | Narrow	14.9999	Engineering, Other.	North Central	University of Idaho	17
11-9041	Architectural and engineering managers	STEM | Narrow	04.0201	Architecture.	North Central	University of Idaho	20
11-9041	Architectural and engineering managers	STEM | Narrow	04.0301	City/Urban, Community and Regional Planning.	North Central	University of Idaho	0
11-9041	Architectural and engineering managers	STEM | Narrow	04.0401	Environmental Design/Architecture.	North Central	University of Idaho	0
11-9041	Architectural and engineering managers	STEM | Narrow	04.0501	Interior Architecture.	North Central	University of Idaho	0
11-9041	Architectural and engineering managers	STEM | Narrow	04.0601	Landscape Architecture.	North Central	University of Idaho	9
11-9041	Architectural and engineering managers	STEM | Narrow	14.0301	Agricultural Engineering.	North Central	University of Idaho	0
11-9041	Architectural and engineering managers	STEM | Narrow	14.0701	Chemical Engineering.	North Central	University of Idaho	30
11-9041	Architectural and engineering managers	STEM | Narrow	14.1001	Electrical and Electronics Engineering	North Central	University of Idaho	45
11-9041	Architectural and engineering managers	STEM | Narrow	14.1801	Materials Engineering.	North Central	University of Idaho	8
11-9041	Architectural and engineering managers	STEM | Narrow	14.1901	Mechanical Engineering.	North Central	University of Idaho	86
11-9041	Architectural and engineering managers	STEM | Narrow	14.2301	Nuclear Engineering.	North Central	University of Idaho	2
11-9041	Architectural and engineering managers	STEM | Narrow	14.4501	Biological/Biosystems Engineering.	North Central	University of Idaho	8

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11-9121	Natural sciences managers	STEM | Narrow	26.0503	Medical Microbiology and Bacteriology.	North Central	University of Idaho	0
11-9121	Natural sciences managers	STEM | Narrow	27.0101	Mathematics, General.	North Central	University of Idaho	2
11-9121	Natural sciences managers	STEM | Narrow	40.0501	Chemistry, General.	North Central	University of Idaho	2
11-9121	Natural sciences managers	STEM | Narrow	40.0601	Geology/Earth Science, General.	North Central	University of Idaho	4
11-9121	Natural sciences managers	STEM | Narrow	40.0801	Physics, General.	North Central	University of Idaho	1
11-9121	Natural sciences managers	STEM | Narrow	26.0503	Medical Microbiology and Bacteriology.	North Central	University of Idaho	0
11-9121	Natural sciences managers	STEM | Narrow	27.0101	Mathematics, General.	North Central	University of Idaho	5
11-9121	Natural sciences managers	STEM | Narrow	27.0501	Statistics, General.	North Central	University of Idaho	7
11-9121	Natural sciences managers	STEM | Narrow	40.0501	Chemistry, General.	North Central	University of Idaho	1
11-9121	Natural sciences managers	STEM | Narrow	40.0601	Geology/Earth Science, General.	North Central	University of Idaho	3
11-9121	Natural sciences managers	STEM | Narrow	40.0603	Geophysics and Seismology.	North Central	University of Idaho	0
11-9121	Natural sciences managers	STEM | Narrow	40.0801	Physics, General.	North Central	University of Idaho	4
11-9121	Natural sciences managers	STEM | Narrow	26.0503	Medical Microbiology and Bacteriology.	North Central	University of Idaho	0
11-9121	Natural sciences managers	STEM | Narrow	27.0101	Mathematics, General.	North Central	University of Idaho	15
11-9121	Natural sciences managers	STEM | Narrow	27.0301	Applied Mathematics, General.	North Central	University of Idaho	9
11-9121	Natural sciences managers	STEM | Narrow	27.0306	Mathematical Biology.	North Central	University of Idaho	0
11-9121	Natural sciences managers	STEM | Narrow	27.0501	Statistics, General.	North Central	University of Idaho	4
11-9121	Natural sciences managers	STEM | Narrow	40.0501	Chemistry, General.	North Central	University of Idaho	26
11-9121	Natural sciences managers	STEM | Narrow	40.0601	Geology/Earth Science, General.	North Central	University of Idaho	11
11-9121	Natural sciences managers	STEM | Narrow	40.0605	Hydrology and Water Resources Science.	North Central	University of Idaho	0
11-9121	Natural sciences managers	STEM | Narrow	40.0801	Physics, General.	North Central	University of Idaho	9
15-1132	Software developers, applications	STEM | Narrow	11.0701	Computer Science.	North Central	University of Idaho	3
15-1132	Software developers, applications	STEM | Narrow	26.1103	Bioinformatics.	North Central	University of Idaho	3
15-1132	Software developers, applications	STEM | Narrow	11.0701	Computer Science.	North Central	University of Idaho	10
15-1132	Software developers, applications	STEM | Narrow	14.0901	Computer Engineering, General.	North Central	University of Idaho	1
15-1132	Software developers, applications	STEM | Narrow	26.1103	Bioinformatics.	North Central	University of Idaho	1
15-1132	Software developers, applications	STEM | Narrow	11.0701	Computer Science.	North Central	University of Idaho	22
15-1132	Software developers, applications	STEM | Narrow	14.0901	Computer Engineering, General.	North Central	University of Idaho	9
15-1132	Software developers, applications	STEM | Narrow	26.1103	Bioinformatics.	North Central	University of Idaho	0
17-1021	Cartographers and photogrammetrists	STEM | Narrow	45.0702	Geographic Information Science and Cartography.	North Central	University of Idaho	0
17-2051	Civil engineers	STEM | Narrow	14.0801	Civil Engineering, General.	North Central	University of Idaho	1
17-2051	Civil engineers	STEM | Narrow	14.0805	Water Resources Engineering.	North Central	University of Idaho	1
17-2051	Civil engineers	STEM | Narrow	14.0801	Civil Engineering, General.	North Central	University of Idaho	12
17-2051	Civil engineers	STEM | Narrow	14.0805	Water Resources Engineering.	North Central	University of Idaho	2
17-2051	Civil engineers	STEM | Narrow	14.0801	Civil Engineering, General.	North Central	University of Idaho	29
17-2051	Civil engineers	STEM | Narrow	14.0805	Water Resources Engineering.	North Central	University of Idaho	0
17-3023	Electrical and electronics engineering technicians	STEM | Narrow	15.0306	Integrated Circuit Design.	North Central	University of Idaho	0

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17-3026	Industrial engineering technicians	STEM | Narrow	15.0612	Industrial Technology/Technician.	North Central	University of Idaho	5
17-3026	Industrial engineering technicians	STEM | Narrow	15.0612	Industrial Technology/Technician.	North Central	University of Idaho	3
19-1012	Food scientists and technologists	STEM | Narrow	01.1002	Food Technology and Processing.	North Central	University of Idaho	0
19-1013	Soil and plant scientists	STEM | Narrow	01.1201	Soil Science and Agronomy, General.	North Central	University of Idaho	0
19-1013	Soil and plant scientists	STEM | Narrow	01.1201	Soil Science and Agronomy, General.	North Central	University of Idaho	3
19-1013	Soil and plant scientists	STEM | Narrow	01.1103	Horticultural Science.	North Central	University of Idaho	6
19-1013	Soil and plant scientists	STEM | Narrow	01.1105	Plant Protection and Integrated Pest Management.	North Central	University of Idaho	0
19-1013	Soil and plant scientists	STEM | Narrow	01.1201	Soil Science and Agronomy, General.	North Central	University of Idaho	0
19-1023	Zoologists and wildlife biologists	STEM | Narrow	03.0601	Wildlife, Fish and Wildlands Science and Management.	North Central	University of Idaho	0
19-1023	Zoologists and wildlife biologists	STEM | Narrow	26.0702	Entomology.	North Central	University of Idaho	1
19-1023	Zoologists and wildlife biologists	STEM | Narrow	26.0707	Animal Physiology.	North Central	University of Idaho	1
19-1023	Zoologists and wildlife biologists	STEM | Narrow	03.0601	Wildlife, Fish and Wildlands Science and Management.	North Central	University of Idaho	0
19-1023	Zoologists and wildlife biologists	STEM | Narrow	26.0702	Entomology.	North Central	University of Idaho	2
19-1023	Zoologists and wildlife biologists	STEM | Narrow	03.0601	Wildlife, Fish and Wildlands Science and Management.	North Central	University of Idaho	34
19-1023	Zoologists and wildlife biologists	STEM | Narrow	26.0702	Entomology.	North Central	University of Idaho	0
19-1029	Biological scientists, all other	STEM | Narrow	26.1307	Conservation Biology.	North Central	University of Idaho	14
19-1031	Conservation scientists	STEM | Narrow	03.0502	Forest Sciences and Biology.	North Central	University of Idaho	0
19-1031	Conservation scientists	STEM | Narrow	01.1106	Range Science and Management.	North Central	University of Idaho	0
19-1031	Conservation scientists	STEM | Narrow	03.0502	Forest Sciences and Biology.	North Central	University of Idaho	0
19-1031	Conservation scientists	STEM | Narrow	01.0308	Agroecology and Sustainable Agriculture.	North Central	University of Idaho	0
19-1031	Conservation scientists	STEM | Narrow	01.1106	Range Science and Management.	North Central	University of Idaho	11
19-1031	Conservation scientists	STEM | Narrow	03.0502	Forest Sciences and Biology.	North Central	University of Idaho	25
19-1032	Foresters	STEM | Narrow	03.0201	Natural Resources Management and Policy.	North Central	University of Idaho	8
19-1032	Foresters	STEM | Narrow	03.0201	Natural Resources Management and Policy.	North Central	University of Idaho	45
19-1032	Foresters	STEM | Narrow	03.0509	Wood Science and Wood Products/Pulp and Paper Technology.	North Central	University of Idaho	0
19-1032	Foresters	STEM | Narrow	03.0201	Natural Resources Management and Policy.	North Central	University of Idaho	0
19-1032	Foresters	STEM | Narrow	03.0501	Forestry, General.	North Central	University of Idaho	2
19-1032	Foresters	STEM | Narrow	03.0506	Forest Management/Forest Resources Management.	North Central	University of Idaho	11
19-1032	Foresters	STEM | Narrow	03.0509	Wood Science and Wood Products/Pulp and Paper Technology.	North Central	University of Idaho	5
19-2041	Environmental scientists and specialists, including health	STEM | Narrow	03.0104	Environmental Science.	North Central	University of Idaho	6
19-2041	Environmental scientists and specialists, including health	STEM | Narrow	03.0104	Environmental Science.	North Central	University of Idaho	27
19-2041	Environmental scientists and specialists, including health	STEM | Narrow	03.0104	Environmental Science.	North Central	University of Idaho	16
25-1041	Agricultural sciences teachers, postsecondary	STEM | Narrow	01.1001	Food Science.	North Central	University of Idaho	0
25-1041	Agricultural sciences teachers, postsecondary	STEM | Narrow	01.1101	Plant Sciences, General.	North Central	University of Idaho	1
25-1042	Biological science teachers, postsecondary	STEM | Narrow	26.0101	Biology/Biological Sciences, General.	North Central	University of Idaho	2
25-1042	Biological science teachers, postsecondary	STEM | Narrow	26.0202	Biochemistry.	North Central	University of Idaho	0
25-1042	Biological science teachers, postsecondary	STEM | Narrow	26.0204	Molecular Biology.	North Central	University of Idaho	3

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25-1042	Biological science teachers, postsecondary	STEM | Narrow	26.1501	Neuroscience.	North Central	University of Idaho	1
29-1069	Physicians and surgeons, all other	STEM | Medical	51.1201	Medicine.	North Central	University of Idaho	0
29-2011	Medical and clinical laboratory technologists	STEM | Medical	51.1005	Clinical Laboratory Science/Medical Technology/Technologist.	North Central	University of Idaho	0
29-2011	Medical and clinical laboratory technologists	STEM | Medical	51.1099	Clinical/Medical Laboratory Science and Allied Professions, Other.	North Central	University of Idaho	0
29-2051	Dietetic technicians	STEM | Medical	19.0501	Foods, Nutrition, and Wellness Studies, General.	North Central	University of Idaho	33
29-9091	Athletic trainers	STEM | Medical	51.0913	Athletic Training/Trainer.	North Central	University of Idaho	15
29-9091	Athletic trainers	STEM | Medical	51.0913	Athletic Training/Trainer.	North Central	University of Idaho	11
29-9091	Athletic trainers	STEM | Medical	51.0913	Athletic Training/Trainer.	North Central	University of Idaho	0
19-3039	Psychologists, all other	STEM | Other	42.2704	Experimental Psychology.	North Central	University of Idaho	0
19-3039	Psychologists, all other	STEM | Other	42.0101	Psychology, General.	North Central	University of Idaho	11
25-1065	Political science teachers, postsecondary	STEM | Other	45.1001	Political Science and Government, General.	North Central	University of Idaho	1
11-1021	General and operations managers	Non-STEM	44.0401	Public Administration.	North Central	University of Idaho	6
11-1021	General and operations managers	Non-STEM	52.0201	Business Administration and Management, General.	North Central	University of Idaho	14
11-1021	General and operations managers	Non-STEM	52.0201	Business Administration and Management, General.	North Central	University of Idaho	49
11-1021	General and operations managers	Non-STEM	52.0801	Finance, General.	North Central	University of Idaho	65
11-2022	Sales managers	Non-STEM	52.1401	Marketing/Marketing Management, General.	North Central	University of Idaho	67
11-9033	Education administrators, postsecondary	Non-STEM	13.0401	Educational Leadership and Administration, General.	North Central	University of Idaho	74
11-9199	Managers, all other	Non-STEM	45.0701	Geography.	North Central	University of Idaho	3
11-9199	Managers, all other	Non-STEM	03.0207	Natural Resource Recreation and Tourism.	North Central	University of Idaho	0
11-9199	Managers, all other	Non-STEM	45.0701	Geography.	North Central	University of Idaho	4
11-9199	Managers, all other	Non-STEM	03.0207	Natural Resource Recreation and Tourism.	North Central	University of Idaho	14
11-9199	Managers, all other	Non-STEM	09.0702	Digital Communication and Media/Multimedia.	North Central	University of Idaho	26
11-9199	Managers, all other	Non-STEM	43.0302	Crisis/Emergency/Disaster Management.	North Central	University of Idaho	0
11-9199	Managers, all other	Non-STEM	43.0303	Critical Infrastructure Protection.	North Central	University of Idaho	0
11-9199	Managers, all other	Non-STEM	45.0701	Geography.	North Central	University of Idaho	14
11-9199	Managers, all other	Non-STEM	54.0102	American History (United States).	North Central	University of Idaho	0
11-9199	Managers, all other	Non-STEM	54.0103	European History.	North Central	University of Idaho	0
13-1071	Human resources specialists	Non-STEM	52.1001	Human Resources Management/Personnel Administration, General.	North Central	University of Idaho	50
13-2011	Accountants and auditors	Non-STEM	52.0301	Accounting.	North Central	University of Idaho	19
13-2011	Accountants and auditors	Non-STEM	52.0301	Accounting.	North Central	University of Idaho	60
21-1012	Educational, guidance, school, and vocational counselors	Non-STEM	13.1101	Counselor Education/School Counseling and Guidance Services.	North Central	University of Idaho	0
23-1011	Lawyers	Non-STEM	22.0101	Law.	North Central	University of Idaho	97
25-1081	Education teachers, postsecondary	Non-STEM	13.0101	Education, General.	North Central	University of Idaho	7
25-2021	Elementary school teachers, except special education	Non-STEM	13.1202	Elementary Education and Teaching.	North Central	University of Idaho	0
25-2021	Elementary school teachers, except special education	Non-STEM	13.1338	Environmental Education.	North Central	University of Idaho	0
25-2021	Elementary school teachers, except special education	Non-STEM	13.1401	Teaching English as a Second or Foreign Language/ESL Language Instructor.	North Central	University of Idaho	9
25-2021	Elementary school teachers, except special education	Non-STEM	13.1202	Elementary Education and Teaching.	North Central	University of Idaho	42

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25-2021	Elementary school teachers, except special education	Non-STEM	13.1338	Environmental Education.	North Central	University of Idaho	26
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	54.0101	History, General.	North Central	University of Idaho	0
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	13.1205	Secondary Education and Teaching.	North Central	University of Idaho	0
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	19.0101	Family and Consumer Sciences/Human Sciences, General.	North Central	University of Idaho	11
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	23.0101	English Language and Literature, General.	North Central	University of Idaho	11
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	50.0701	Art/Art Studies, General.	North Central	University of Idaho	6
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	50.0901	Music, General.	North Central	University of Idaho	3
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	54.0101	History, General.	North Central	University of Idaho	5
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	13.1205	Secondary Education and Teaching.	North Central	University of Idaho	25
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	13.1302	Art Teacher Education.	North Central	University of Idaho	3
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	13.1305	English/Language Arts Teacher Education.	North Central	University of Idaho	3
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	13.1307	Health Teacher Education.	North Central	University of Idaho	0
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	13.1308	Family and Consumer Sciences/Home Economics Teacher Education.	North Central	University of Idaho	0
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	13.1309	Technology Teacher Education/Industrial Arts Teacher Education.	North Central	University of Idaho	0
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	13.1312	Music Teacher Education.	North Central	University of Idaho	8
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	19.0101	Family and Consumer Sciences/Human Sciences, General.	North Central	University of Idaho	0
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	23.0101	English Language and Literature, General.	North Central	University of Idaho	15
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	50.0701	Art/Art Studies, General.	North Central	University of Idaho	3
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	50.0901	Music, General.	North Central	University of Idaho	0
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	54.0101	History, General.	North Central	University of Idaho	17
25-2052	Special education teachers, kindergarten and elementary school	Non-STEM	13.1001	Special Education and Teaching, General.	North Central	University of Idaho	10
25-3011	Adult basic and secondary education and literacy teachers and instructors	Non-STEM	13.1201	Adult and Continuing Education and Teaching.	North Central	University of Idaho	18
25-9031	Instructional coordinators	Non-STEM	13.0301	Curriculum and Instruction.	North Central	University of Idaho	19
27-1024	Graphic designers	Non-STEM	01.0802	Agricultural Communication/Journalism.	North Central	University of Idaho	14
27-2012	Producers and directors	Non-STEM	50.0501	Drama and Dramatics/Theatre Arts, General.	North Central	University of Idaho	12
27-2012	Producers and directors	Non-STEM	09.0701	Radio and Television.	North Central	University of Idaho	0
27-2012	Producers and directors	Non-STEM	50.0501	Drama and Dramatics/Theatre Arts, General.	North Central	University of Idaho	17
27-	Producers and directors	Non-STEM	50.0509	Musical Theatre.	North Central	University	0

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27-2012	Producers and directors	Non-STEM	50.0601	Film/Cinema/Video Studies.	North Central	University of Idaho	0
27-2022	Coaches and scouts	Non-STEM	13.1314	Physical Education Teaching and Coaching.	North Central	University of Idaho	4
27-2022	Coaches and scouts	Non-STEM	13.1314	Physical Education Teaching and Coaching.	North Central	University of Idaho	3
27-2022	Coaches and scouts	Non-STEM	31.0504	Sport and Fitness Administration/Management.	North Central	University of Idaho	0
27-3022	Reporters and correspondents	Non-STEM	09.0102	Mass Communication/Media Studies.	North Central	University of Idaho	0
27-3022	Reporters and correspondents	Non-STEM	09.0401	Journalism.	North Central	University of Idaho	8
27-3031	Public relations specialists	Non-STEM	09.0101	Speech Communication and Rhetoric.	North Central	University of Idaho	0
27-3031	Public relations specialists	Non-STEM	09.0902	Public Relations/Image Management.	North Central	University of Idaho	25
27-3091	Interpreters and translators	Non-STEM	16.0101	Foreign Languages and Literatures, General.	North Central	University of Idaho	4
27-3091	Interpreters and translators	Non-STEM	16.0105	Applied Linguistics.	North Central	University of Idaho	0
27-3091	Interpreters and translators	Non-STEM	16.0901	French Language and Literature.	North Central	University of Idaho	6
27-3091	Interpreters and translators	Non-STEM	16.0905	Spanish Language and Literature.	North Central	University of Idaho	28
33-2011	Firefighters	Non-STEM	43.0201	Fire Prevention and Safety Technology/Technician.	North Central	University of Idaho	0
33-3031	Fish and game wardens	Non-STEM	03.0301	Fishing and Fisheries Sciences and Management.	North Central	University of Idaho	0
33-3031	Fish and game wardens	Non-STEM	03.0301	Fishing and Fisheries Sciences and Management.	North Central	University of Idaho	16
49-3011	Aircraft mechanics and service technicians	Non-STEM	01.0205	Agricultural Mechanics and Equipment/Machine Technology.	North Central	University of Idaho	0
11-3021	Computer and information systems managers	STEM | Narrow	11.0101	Computer and Information Sciences, General.	North Central	Lewis-Clark State College	4
11-3021	Computer and information systems managers	STEM | Narrow	11.0401	Information Science/Studies.	North Central	Lewis-Clark State College	0
11-3021	Computer and information systems managers	STEM | Narrow	11.1001	Network and System Administration/Administrator.	North Central	Lewis-Clark State College	5
11-9121	Natural sciences managers	STEM | Narrow	27.0101	Mathematics, General.	North Central	Lewis-Clark State College	3
11-9121	Natural sciences managers	STEM | Narrow	40.0501	Chemistry, General.	North Central	Lewis-Clark State College	4
11-9121	Natural sciences managers	STEM | Narrow	40.0601	Geology/Earth Science, General.	North Central	Lewis-Clark State College	0
11-9121	Natural sciences managers	STEM | Narrow	40.0602	Geochemistry.	North Central	Lewis-Clark State College	0
11-9121	Natural sciences managers	STEM | Narrow	40.0699	Geological and Earth Sciences/Geosciences, Other.	North Central	Lewis-Clark State College	0
15-1122	Information security analysts	STEM | Narrow	11.1002	System, Networking, and LAN/WAN Management/Manager.	North Central	Lewis-Clark State College	0
15-1132	Software developers, applications	STEM | Narrow	11.0103	Information Technology.	North Central	Lewis-Clark State College	0
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15-1134	Web developers	STEM | Narrow	11.0801	Web Page, Digital/Multimedia and Information Resources Design.	North Central	Clark State College	5
15-1134	Web developers	STEM | Narrow	11.0801	Web Page, Digital/Multimedia and Information Resources Design.	North Central	Lewis-Clark State College	9
15-2031	Operations research analysts	STEM | Narrow	52.1301	Management Science.	North Central	Lewis-Clark State College	24
17-3011	Architectural and civil drafters	STEM | Narrow	15.1304	Civil Drafting and Civil Engineering CAD/CADD.	North Central	Lewis-Clark State College	3
17-3011	Architectural and civil drafters	STEM | Narrow	15.1303	Architectural Drafting and Architectural CAD/CADD.	North Central	Lewis-Clark State College	0
17-3011	Architectural and civil drafters	STEM | Narrow	15.1304	Civil Drafting and Civil Engineering CAD/CADD.	North Central	Lewis-Clark State College	4
17-3013	Mechanical drafters	STEM | Narrow	15.1306	Mechanical Drafting and Mechanical Drafting CAD/CADD.	North Central	Lewis-Clark State College	3
17-3013	Mechanical drafters	STEM | Narrow	15.1306	Mechanical Drafting and Mechanical Drafting CAD/CADD.	North Central	Lewis-Clark State College	3
17-3026	Industrial engineering technicians	STEM | Narrow	15.0613	Manufacturing Engineering Technology/Technician.	North Central	Lewis-Clark State College	1
17-3026	Industrial engineering technicians	STEM | Narrow	15.0613	Manufacturing Engineering Technology/Technician.	North Central	Lewis-Clark State College	3
19-1029	Biological scientists, all other	STEM | Narrow	26.1305	Environmental Biology.	North Central	Lewis-Clark State College	0
29-1141	Registered nurses	STEM | Medical	51.3801	Registered Nursing/Registered Nurse.	North Central	Lewis-Clark State College	142
29-2032	Diagnostic medical sonographers	STEM | Medical	51.0910	Diagnostic Medical Sonography/Sonographer and Ultrasound Technician.	North Central	Lewis-Clark State College	0
29-2034	Radiologic technologists	STEM | Medical	51.0911	Radiologic Technology/Science - Radiographer.	North Central	Lewis-Clark State College	1
29-2034	Radiologic technologists	STEM | Medical	51.0911	Radiologic Technology/Science - Radiographer.	North Central	Lewis-Clark State College	15
29-2041	Emergency medical technicians and paramedics	STEM | Medical	51.0904	Emergency Medical Technology/Technician (EMT Paramedic).	North Central	Lewis-Clark State College	1
29-2041	Emergency medical technicians and paramedics	STEM | Medical	51.0904	Emergency Medical Technology/Technician (EMT Paramedic).	North Central	Lewis-Clark State College	3
29-2061	Licensed practical and licensed vocational nurses	STEM | Medical	51.3901	Licensed Practical/Vocational Nurse Training.	North Central	Lewis-Clark State College	4
29-2071	Medical records and health information technicians	STEM | Medical	51.0713	Medical Insurance Coding Specialist/Coder.	North Central	Lewis-Clark State	4

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19-3099	Social scientists and related workers, all other	STEM | Other	45.9999	Social Sciences, Other.	North Central	College Lewis-Clark State College	1
11-1021	General and operations managers	Non-STEM	52.0201	Business Administration and Management, General.	North Central	College Lewis-Clark State College	57
11-9151	Social and community service managers	Non-STEM	44.0701	Social Work.	North Central	College Lewis-Clark State College	37
13-1032	Insurance appraisers, auto damage	Non-STEM	47.0603	Autobody/Collision and Repair Technology/Technician.	North Central	College Lewis-Clark State College	0
13-1032	Insurance appraisers, auto damage	Non-STEM	47.0603	Autobody/Collision and Repair Technology/Technician.	North Central	College Lewis-Clark State College	2
13-2011	Accountants and auditors	Non-STEM	52.0305	Accounting and Business/Management.	North Central	College Lewis-Clark State College	20
23-2011	Paralegals and legal assistants	Non-STEM	22.0302	Legal Assistant/Paralegal.	North Central	College Lewis-Clark State College	4
23-2011	Paralegals and legal assistants	Non-STEM	22.0302	Legal Assistant/Paralegal.	North Central	College Lewis-Clark State College	4
25-2012	Kindergarten teachers, except special education	Non-STEM	13.1210	Early Childhood Education and Teaching.	North Central	College Lewis-Clark State College	6
25-2021	Elementary school teachers, except special education	Non-STEM	13.1202	Elementary Education and Teaching.	North Central	College Lewis-Clark State College	32
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	13.1305	English/Language Arts Teacher Education.	North Central	College Lewis-Clark State College	2
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	13.1307	Health Teacher Education.	North Central	College Lewis-Clark State College	0
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	23.0101	English Language and Literature, General.	North Central	College Lewis-Clark State College	2
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	54.0101	History, General.	North Central	College Lewis-Clark State College	3
25-2052	Special education teachers, kindergarten and elementary school	Non-STEM	13.1001	Special Education and Teaching, General.	North Central	College Lewis-Clark State College	0
27-2022	Coaches and scouts	Non-STEM	31.0501	Health and Physical Education/Fitness, General.	North Central	College Lewis-Clark State College	7
27-2022	Coaches and scouts	Non-STEM	31.0504	Sport and Fitness Administration/Management.	North Central	College Lewis-Clark State College	22
27-3031	Public relations specialists	Non-STEM	09.0101	Speech Communication and Rhetoric.	North Central	College Lewis-Clark State College	15

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27-3041	Editors	Non-STEM	09.1001	Publishing.	North Central	Clark State College	2
31-9092	Medical assistants	Non-STEM	51.0710	Medical Office Assistant/Specialist.	North Central	Lewis-Clark State College	0
31-9092	Medical assistants	Non-STEM	51.0801	Medical/Clinical Assistant.	North Central	Lewis-Clark State College	1
31-9092	Medical assistants	Non-STEM	51.0710	Medical Office Assistant/Specialist.	North Central	Lewis-Clark State College	6
31-9092	Medical assistants	Non-STEM	51.0801	Medical/Clinical Assistant.	North Central	Lewis-Clark State College	2
31-9092	Medical assistants	Non-STEM	51.0712	Medical Reception/Receptionist.	North Central	Lewis-Clark State College	1
31-9094	Medical transcriptionists	Non-STEM	51.0708	Medical Transcription/Transcriptionist.	North Central	Lewis-Clark State College	1
33-2011	Firefighters	Non-STEM	43.0203	Fire Science/Fire-fighting.	North Central	Lewis-Clark State College	1
33-2011	Firefighters	Non-STEM	43.0203	Fire Science/Fire-fighting.	North Central	Lewis-Clark State College	1
43-9111	Statistical assistants	Non-STEM	52.0302	Accounting Technology/Technician and Bookkeeping.	North Central	Lewis-Clark State College	0
49-2094	Electrical and electronics repairers, commercial and industrial equipment	Non-STEM	47.0105	Industrial Electronics Technology/Technician.	North Central	Lewis-Clark State College	1
49-2094	Electrical and electronics repairers, commercial and industrial equipment	Non-STEM	47.0105	Industrial Electronics Technology/Technician.	North Central	Lewis-Clark State College	4
49-2094	Electrical and electronics repairers, commercial and industrial equipment	Non-STEM	47.0105	Industrial Electronics Technology/Technician.	North Central	Lewis-Clark State College	1
49-3023	Automotive service technicians and mechanics	Non-STEM	47.0604	Automobile/Automotive Mechanics Technology/Technician.	North Central	Lewis-Clark State College	2
49-3023	Automotive service technicians and mechanics	Non-STEM	47.0604	Automobile/Automotive Mechanics Technology/Technician.	North Central	Lewis-Clark State College	4
49-3023	Automotive service technicians and mechanics	Non-STEM	47.0604	Automobile/Automotive Mechanics Technology/Technician.	North Central	Lewis-Clark State College	4
49-9021	Heating, air conditioning, and refrigeration mechanics and installers	Non-STEM	47.0201	Heating, Air Conditioning, Ventilation and Refrigeration Maintenance Technology/Technician.	North Central	Lewis-Clark State College	0
49-9021	Heating, air conditioning, and refrigeration mechanics and installers	Non-STEM	47.0201	Heating, Air Conditioning, Ventilation and Refrigeration Maintenance Technology/Technician.	North Central	Lewis-Clark State College	3
49-9021	Heating, air conditioning, and refrigeration mechanics and installers	Non-STEM	47.0201	Heating, Air Conditioning, Ventilation and Refrigeration Maintenance Technology/Technician.	North Central	Lewis-Clark State	1

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51-5111	Prepress technicians and workers	Non-STEM	10.0301	Graphic Communications, General.	North Central	Lewis-Clark State College	5
51-5111	Prepress technicians and workers	Non-STEM	10.0301	Graphic Communications, General.	North Central	Lewis-Clark State College	6
11-3021	Computer and information systems managers	STEM | Narrow	52.1201	Management Information Systems, General.	Southwestern	Boise State University	0
11-3021	Computer and information systems managers	STEM | Narrow	52.0205	Operations Management and Supervision.	Southwestern	Boise State University	0
11-9041	Architectural and engineering managers	STEM | Narrow	14.1801	Materials Engineering.	Southwestern	Boise State University	4
11-9041	Architectural and engineering managers	STEM | Narrow	04.0301	City/Urban, Community and Regional Planning.	Southwestern	Boise State University	4
11-9041	Architectural and engineering managers	STEM | Narrow	14.1801	Materials Engineering.	Southwestern	Boise State University	8
11-9041	Architectural and engineering managers	STEM | Narrow	14.1901	Mechanical Engineering.	Southwestern	Boise State University	3
11-9041	Architectural and engineering managers	STEM | Narrow	04.0301	City/Urban, Community and Regional Planning.	Southwestern	Boise State University	1
11-9041	Architectural and engineering managers	STEM | Narrow	14.1801	Materials Engineering.	Southwestern	Boise State University	15
11-9041	Architectural and engineering managers	STEM | Narrow	14.1901	Mechanical Engineering.	Southwestern	Boise State University	93
11-9121	Natural sciences managers	STEM | Narrow	26.0299	Biochemistry, Biophysics and Molecular Biology, Other.	Southwestern	Boise State University	2
11-9121	Natural sciences managers	STEM | Narrow	40.0601	Geology/Earth Science, General.	Southwestern	Boise State University	3
11-9121	Natural sciences managers	STEM | Narrow	40.0603	Geophysics and Seismology.	Southwestern	Boise State University	0
11-9121	Natural sciences managers	STEM | Narrow	26.0101	Biology/Biological Sciences, General.	Southwestern	Boise State University	9
11-9121	Natural sciences managers	STEM | Narrow	26.0210	Biochemistry and Molecular Biology.	Southwestern	Boise State University	1
11-9121	Natural sciences managers	STEM | Narrow	27.0101	Mathematics, General.	Southwestern	Boise State University	7
11-9121	Natural sciences managers	STEM | Narrow	40.0601	Geology/Earth Science, General.	Southwestern	Boise State University	6
11-9121	Natural sciences managers	STEM | Narrow	40.0603	Geophysics and Seismology.	Southwestern	Boise State University	4
11-9121	Natural sciences managers	STEM | Narrow	40.0605	Hydrology and Water Resources Science.	Southwestern	Boise State University	1
11-9121	Natural sciences managers	STEM | Narrow	26.0101	Biology/Biological Sciences, General.	Southwestern	Boise State University	118
11-9121	Natural sciences managers	STEM | Narrow	27.0101	Mathematics, General.	Southwestern	Boise State University	20
11-9121	Natural sciences managers	STEM | Narrow	27.0301	Applied Mathematics, General.	Southwestern	Boise State University	14
11-9121	Natural sciences managers	STEM | Narrow	40.0601	Geology/Earth Science, General.	Southwestern	Boise State	22

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11-9121	Natural sciences managers	STEM | Narrow	40.0603	Geophysics and Seismology.	Southwestern	Boise State University	1
11-9121	Natural sciences managers	STEM | Narrow	40.0801	Physics, General.	Southwestern	Boise State University	17
15-1122	Information security analysts	STEM | Narrow	11.0901	Computer Systems Networking and Telecommunications.	Southwestern	Boise State University	0
15-1132	Software developers, applications	STEM | Narrow	11.0701	Computer Science.	Southwestern	Boise State University	16
15-1132	Software developers, applications	STEM | Narrow	14.0901	Computer Engineering, General.	Southwestern	Boise State University	1
15-1132	Software developers, applications	STEM | Narrow	11.0103	Information Technology.	Southwestern	Boise State University	56
15-1132	Software developers, applications	STEM | Narrow	11.0701	Computer Science.	Southwestern	Boise State University	69
15-1199	Computer occupations, all other	STEM | Narrow	11.0401	Information Science/Studies.	Southwestern	Boise State University	0
15-1199	Computer occupations, all other	STEM | Narrow	11.0401	Information Science/Studies.	Southwestern	Boise State University	0
17-1021	Cartographers and photogrammetrists	STEM | Narrow	45.0702	Geographic Information Science and Cartography.	Southwestern	Boise State University	3
17-2051	Civil engineers	STEM | Narrow	14.0801	Civil Engineering, General.	Southwestern	Boise State University	5
17-2051	Civil engineers	STEM | Narrow	14.0801	Civil Engineering, General.	Southwestern	Boise State University	63
17-2071	Electrical engineers	STEM | Narrow	14.1001	Electrical and Electronics Engineering	Southwestern	Boise State University	5
17-2071	Electrical engineers	STEM | Narrow	14.1001	Electrical and Electronics Engineering	Southwestern	Boise State University	8
17-2071	Electrical engineers	STEM | Narrow	14.1001	Electrical and Electronics Engineering	Southwestern	Boise State University	46
19-1023	Zoologists and wildlife biologists	STEM | Narrow	26.0799	Zoology/Animal Biology, Other.	Southwestern	Boise State University	5
19-2031	Chemists	STEM | Narrow	40.0501	Chemistry, General.	Southwestern	Boise State University	2
19-2031	Chemists	STEM | Narrow	40.0599	Chemistry, Other.	Southwestern	Boise State University	0
19-2031	Chemists	STEM | Narrow	40.0501	Chemistry, General.	Southwestern	Boise State University	25
19-2041	Environmental scientists and specialists, including health	STEM | Narrow	03.0103	Environmental Studies.	Southwestern	Boise State University	29
19-2041	Environmental scientists and specialists, including health	STEM | Narrow	51.2202	Environmental Health.	Southwestern	Boise State University	6
29-1126	Respiratory therapists	STEM | Medical	51.0908	Respiratory Care Therapy/Therapist.	Southwestern	Boise State University	127
29-1141	Registered nurses	STEM | Medical	51.3818	Nursing Practice.	Southwestern	Boise State University	8
29-1141	Registered nurses	STEM | Medical	51.3801	Registered Nursing/Registered Nurse.	Southwestern	Boise State University	1
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1141	Registered nurses	Medical	51.3818	Nursing Practice.	Southwestern	Boise State University	18
29-1141	Registered nurses	STEM | Medical	51.3801	Registered Nursing/Registered Nurse.	Southwestern	Boise State University	299
29-1141	Registered nurses	STEM | Medical	51.3818	Nursing Practice.	Southwestern	Boise State University	4
29-2011	Medical and clinical laboratory technologists	STEM | Medical	51.1005	Clinical Laboratory Science/Medical Technology/Technologist.	Southwestern	Boise State University	0
29-2034	Radiologic technologists	STEM | Medical	51.0907	Medical Radiologic Technology/Science - Radiation Therapist.	Southwestern	Boise State University	0
29-2034	Radiologic technologists	STEM | Medical	51.0911	Radiologic Technology/Science - Radiographer.	Southwestern	Boise State University	42
29-2034	Radiologic technologists	STEM | Medical	51.0907	Medical Radiologic Technology/Science - Radiation Therapist.	Southwestern	Boise State University	1
29-2071	Medical records and health information technicians	STEM | Medical	51.0707	Health Information/Medical Records Technology/Technician.	Southwestern	Boise State University	0
29-9091	Athletic trainers	STEM | Medical	51.0913	Athletic Training/Trainer.	Southwestern	Boise State University	14
11-9111	Medical and health services managers	STEM | Other	51.0706	Health Information/Medical Records Administration/Administrator.	Southwestern	Boise State University	0
11-9111	Medical and health services managers	STEM | Other	51.2201	Public Health, General.	Southwestern	Boise State University	0
25-1065	Political science teachers, postsecondary	STEM | Other	44.0501	Public Policy Analysis, General.	Southwestern	Boise State University	2
11-1021	General and operations managers	Non-STEM	44.0401	Public Administration.	Southwestern	Boise State University	24
11-1021	General and operations managers	Non-STEM	52.0201	Business Administration and Management, General.	Southwestern	Boise State University	120
11-1021	General and operations managers	Non-STEM	44.0401	Public Administration.	Southwestern	Boise State University	0
11-1021	General and operations managers	Non-STEM	52.0101	Business/Commerce, General.	Southwestern	Boise State University	147
11-1021	General and operations managers	Non-STEM	52.0201	Business Administration and Management, General.	Southwestern	Boise State University	97
11-1021	General and operations managers	Non-STEM	52.0801	Finance, General.	Southwestern	Boise State University	80
11-1021	General and operations managers	Non-STEM	52.1101	International Business/Trade/Commerce.	Southwestern	Boise State University	22
11-9021	Construction managers	Non-STEM	52.2001	Construction Management.	Southwestern	Boise State University	33
11-9033	Education administrators, postsecondary	Non-STEM	13.0401	Educational Leadership and Administration, General.	Southwestern	Boise State University	42
11-9151	Social and community service managers	Non-STEM	44.0201	Community Organization and Advocacy.	Southwestern	Boise State University	0
11-9151	Social and community service managers	Non-STEM	52.0206	Non-Profit/Public/Organizational Management.	Southwestern	Boise State University	4
11-9199	Managers, all other	Non-STEM	43.0103	Criminal Justice/Law Enforcement Administration.	Southwestern	Boise State University	2
11-9199	Managers, all other	Non-STEM	43.0103	Criminal Justice/Law Enforcement Administration.	Southwestern	Boise State University	111

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11-9199	Managers, all other	Non-STEM	45.0701	Geography.	Southwestern	Boise State University	0
13-1071	Human resources specialists	Non-STEM	52.1099	Human Resources Management and Services, Other.	Southwestern	Boise State University	0
13-1075	Labor relations specialists	Non-STEM	30.2801	Dispute Resolution.	Southwestern	Boise State University	16
13-1151	Training and development specialists	Non-STEM	52.1005	Human Resources Development.	Southwestern	Boise State University	8
13-1161	Market research analysts and marketing specialists	Non-STEM	52.1401	Marketing/Marketing Management, General.	Southwestern	Boise State University	104
13-2011	Accountants and auditors	Non-STEM	52.0301	Accounting.	Southwestern	Boise State University	37
13-2011	Accountants and auditors	Non-STEM	52.0301	Accounting.	Southwestern	Boise State University	125
13-2011	Accountants and auditors	Non-STEM	52.0304	Accounting and Finance.	Southwestern	Boise State University	1
21-1012	Educational, guidance, school, and vocational counselors	Non-STEM	13.1101	Counselor Education/School Counseling and Guidance Services.	Southwestern	Boise State University	10
21-1021	Child, family, and school social workers	Non-STEM	44.0701	Social Work.	Southwestern	Boise State University	112
21-1021	Child, family, and school social workers	Non-STEM	44.0701	Social Work.	Southwestern	Boise State University	50
25-1121	Art, drama, and music teachers, postsecondary	Non-STEM	50.0903	Music Performance, General.	Southwestern	Boise State University	6
25-2011	Preschool teachers, except special education	Non-STEM	13.1210	Early Childhood Education and Teaching.	Southwestern	Boise State University	7
25-2011	Preschool teachers, except special education	Non-STEM	13.1210	Early Childhood Education and Teaching.	Southwestern	Boise State University	0
25-2021	Elementary school teachers, except special education	Non-STEM	13.0201	Bilingual and Multilingual Education.	Southwestern	Boise State University	5
25-2021	Elementary school teachers, except special education	Non-STEM	13.0201	Bilingual and Multilingual Education.	Southwestern	Boise State University	6
25-2021	Elementary school teachers, except special education	Non-STEM	13.1202	Elementary Education and Teaching.	Southwestern	Boise State University	79
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	13.1302	Art Teacher Education.	Southwestern	Boise State University	0
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	13.1305	English/Language Arts Teacher Education.	Southwestern	Boise State University	6
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	13.1312	Music Teacher Education.	Southwestern	Boise State University	2
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	13.1314	Physical Education Teaching and Coaching.	Southwestern	Boise State University	0
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	13.1315	Reading Teacher Education.	Southwestern	Boise State University	17
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	23.0101	English Language and Literature, General.	Southwestern	Boise State University	12
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	54.0101	History, General.	Southwestern	Boise State University	6
25-2031	Secondary school teachers, except special and career/technical	Non-STEM	13.1302	Art Teacher Education.	Southwestern	Boise State	1

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	education				University	
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	13.1305	English/Language Arts Teacher Education.	Boise Southwestern State University	14
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	13.1309	Technology Teacher Education/Industrial Arts Teacher Education.	Boise Southwestern State University	113
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	13.1312	Music Teacher Education.	Boise Southwestern State University	3
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	13.1314	Physical Education Teaching and Coaching.	Boise Southwestern State University	6
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	13.1324	Drama and Dance Teacher Education.	Boise Southwestern State University	0
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	13.1325	French Language Teacher Education.	Boise Southwestern State University	0
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	13.1326	German Language Teacher Education.	Boise Southwestern State University	0
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	13.1328	History Teacher Education.	Boise Southwestern State University	5
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	13.1330	Spanish Language Teacher Education.	Boise Southwestern State University	3
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	13.1331	Speech Teacher Education.	Boise Southwestern State University	0
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	13.1335	Psychology Teacher Education.	Boise Southwestern State University	0
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	16.0901	French Language and Literature.	Boise Southwestern State University	8
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	16.0905	Spanish Language and Literature.	Boise Southwestern State University	24
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	23.0101	English Language and Literature, General.	Boise Southwestern State University	71
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	50.0901	Music, General.	Boise Southwestern State University	5
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	54.0101	History, General.	Boise Southwestern State University	49
25-2051	Special education teachers, preschool	Non-STEM	13.1015	Education/Teaching of Individuals in Early Childhood Special Education Programs.	Boise Southwestern State University	0
25-2052	Special education teachers, kindergarten and elementary school	Non-STEM	13.1001	Special Education and Teaching, General.	Boise Southwestern State University	17
25-2052	Special education teachers, kindergarten and elementary school	Non-STEM	13.1001	Special Education and Teaching, General.	Boise Southwestern State University	25
25-2052	Special education teachers, kindergarten and elementary school	Non-STEM	13.1017	Education/Teaching of Individuals in Elementary Special Education Programs.	Boise Southwestern State University	0
25-9031	Instructional coordinators	Non-STEM	13.0301	Curriculum and Instruction.	Boise Southwestern State University	4
25-9031	Instructional coordinators	Non-STEM	13.0501	Educational/Instructional Technology.	Boise Southwestern State University	8
25-9031	Instructional coordinators	Non-STEM	13.0301	Curriculum and Instruction.	Boise Southwestern State University	30
25-9031	Instructional coordinators	Non-STEM	13.0501	Educational/Instructional Technology.	Boise Southwestern State University	154
27-				Design and Visual Communications,	Boise	

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1024	Graphic designers	Non-STEM	50.0401	General.	Southwestern	Boise State University	3
27-1024	Graphic designers	Non-STEM	50.0401	Design and Visual Communications, General.	Southwestern	Boise State University	25
27-1024	Graphic designers	Non-STEM	50.0402	Commercial and Advertising Art.	Southwestern	Boise State University	24
27-1024	Graphic designers	Non-STEM	50.0409	Graphic Design.	Southwestern	Boise State University	0
27-2022	Coaches and scouts	Non-STEM	31.0504	Sport and Fitness Administration/Management.	Southwestern	Boise State University	13
27-2022	Coaches and scouts	Non-STEM	31.0501	Health and Physical Education/Fitness, General.	Southwestern	Boise State University	10
27-3031	Public relations specialists	Non-STEM	09.0101	Speech Communication and Rhetoric.	Southwestern	Boise State University	6
27-3031	Public relations specialists	Non-STEM	09.0101	Speech Communication and Rhetoric.	Southwestern	Boise State University	202
27-3041	Editors	Non-STEM	09.0102	Mass Communication/Media Studies.	Southwestern	Boise State University	0
27-3041	Editors	Non-STEM	09.9999	Communication, Journalism, and Related Programs, Other.	Southwestern	Boise State University	0
15-1134	Web developers	STEM | Narrow	11.0801	Web Page, Digital/Multimedia and Information Resources Design.	Southwestern	College of Western Idaho	7
15-1152	Computer network support specialists	STEM | Narrow	11.1006	Computer Support Specialist.	Southwestern	College of Western Idaho	12
17-3011	Architectural and civil drafters	STEM | Narrow	15.1302	CAD/CADD Drafting and/or Design Technology/Technician.	Southwestern	College of Western Idaho	10
17-3023	Electrical and electronics engineering technicians	STEM | Narrow	15.0303	Electrical, Electronic and Communications Engineering Technology/Technician.	Southwestern	College of Western Idaho	19
29-2055	Surgical technologists	STEM | Medical	51.0909	Surgical Technology/Technologist.	Southwestern	College of Western Idaho	9
29-2055	Surgical technologists	STEM | Medical	51.0909	Surgical Technology/Technologist.	Southwestern	College of Western Idaho	17
13-1032	Insurance appraisers, auto damage	Non-STEM	47.0603	Autobody/Collision and Repair Technology/Technician.	Southwestern	College of Western Idaho	2
13-1032	Insurance appraisers, auto damage	Non-STEM	47.0603	Autobody/Collision and Repair Technology/Technician.	Southwestern	College of Western Idaho	21
25-2011	Preschool teachers, except special education	Non-STEM	19.0708	Child Care and Support Services Management.	Southwestern	College of Western Idaho	11
31-2021	Physical therapist assistants	Non-STEM	51.0806	Physical Therapy Technician/Assistant.	Southwestern	College of Western Idaho	10
31-9092	Medical assistants	Non-STEM	51.0710	Medical Office Assistant/Specialist.	Southwestern	College of Western Idaho	6
31-9092	Medical assistants	Non-STEM	51.0716	Medical Administrative/Executive Assistant and Medical Secretary.	Southwestern	College of Western Idaho	8
31-9092	Medical assistants	Non-STEM	51.0801	Medical/Clinical Assistant.	Southwestern	College of Western Idaho	17
31-9092	Medical assistants	Non-STEM	51.0710	Medical Office Assistant/Specialist.	Southwestern	College of Western Idaho	11
33-2011	Firefighters	Non-STEM	43.0203	Fire Science/Fire-fighting.	Southwestern	College of Western Idaho	1

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49-3023	Automotive service technicians and mechanics	Non-STEM	47.0604	Automobile/Automotive Mechanics Technology/Technician.	Southwestern	College of Western Idaho	10
49-3023	Automotive service technicians and mechanics	Non-STEM	47.0604	Automobile/Automotive Mechanics Technology/Technician.	Southwestern	College of Western Idaho	61
53-3032	Heavy and tractor-trailer truck drivers	Non-STEM	49.0205	Truck and Bus Driver/Commercial Vehicle Operator and Instructor.	Southwestern	College of Western Idaho	54
15-1134	Web developers	STEM | Narrow	11.0801	Web Page, Digital/Multimedia and Information Resources Design.	South Central	College of Southern Idaho	8
17-3011	Architectural and civil drafters	STEM | Narrow	15.1302	CAD/CADD Drafting and/or Design Technology/Technician.	South Central	College of Southern Idaho	4
17-3024	Electro-mechanical technicians	STEM | Narrow	15.0406	Automation Engineer Technology/Technician.	South Central	College of Southern Idaho	1
17-3025	Environmental engineering technicians	STEM | Narrow	15.0507	Environmental Engineering Technology/Environmental Technology.	South Central	College of Southern Idaho	3
17-3026	Industrial engineering technicians	STEM | Narrow	15.0613	Manufacturing Engineering Technology/Technician.	South Central	College of Southern Idaho	4
17-3029	Engineering technicians, except drafters, all other	STEM | Narrow	15.0503	Energy Management and Systems Technology/Technician.	South Central	College of Southern Idaho	3
19-4011	Agricultural and food science technicians	STEM | Narrow	01.1002	Food Technology and Processing.	South Central	College of Southern Idaho	5
29-2021	Dental hygienists	STEM | Medical	51.0602	Dental Hygiene/Hygienist.	South Central	College of Southern Idaho	10
29-2034	Radiologic technologists	STEM | Medical	51.0911	Radiologic Technology/Science - Radiographer.	South Central	College of Southern Idaho	13
29-2041	Emergency medical technicians and paramedics	STEM | Medical	51.0904	Emergency Medical Technology/Technician (EMT Paramedic).	South Central	College of Southern Idaho	7
29-2041	Emergency medical technicians and paramedics	STEM | Medical	51.0904	Emergency Medical Technology/Technician (EMT Paramedic).	South Central	College of Southern Idaho	6
29-2055	Surgical technologists	STEM | Medical	51.0909	Surgical Technology/Technologist.	South Central	College of Southern Idaho	14
29-2055	Surgical technologists	STEM | Medical	51.0909	Surgical Technology/Technologist.	South Central	College of Southern Idaho	9
29-2056	Veterinary technologists and technicians	STEM | Medical	51.0808	Veterinary/Animal Health Technology/Technician and Veterinary Assistant.	South Central	College of Southern Idaho	12
29-2061	Licensed practical and licensed vocational nurses	STEM | Medical	51.3901	Licensed Practical/Vocational Nurse Training.	South Central	College of Southern Idaho	43
13-1032	Insurance appraisers, auto damage	Non-STEM	47.0603	Autobody/Collision and Repair Technology/Technician.	South Central	College of Southern Idaho	2
13-1032	Insurance appraisers, auto damage	Non-STEM	47.0603	Autobody/Collision and Repair Technology/Technician.	South Central	College of Southern Idaho	6
25-2011	Preschool teachers, except special education	Non-STEM	19.0708	Child Care and Support Services Management.	South Central	College of Southern Idaho	8
31-1014	Nursing assistants	Non-STEM	51.3902	Nursing Assistant/Aide and Patient Care Assistant/Aide.	South Central	College of Southern Idaho	15
31-2021	Physical therapist assistants	Non-STEM	51.0806	Physical Therapy Technician/Assistant.	South Central	College of Southern Idaho	0
31-9092	Medical assistants	Non-STEM	51.0801	Medical/Clinical Assistant.	South Central	College of Southern Idaho	11
33-2011	Firefighters	Non-STEM	43.0201	Fire Prevention and Safety Technology/Technician.	South Central	College of Southern	1

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49-3023	Automotive service technicians and mechanics	Non-STEM	47.0604	Automobile/Automotive Mechanics Technology/Technician.	South Central	Idaho College of Southern Idaho	13
49-9021	Heating, air conditioning, and refrigeration mechanics and installers	Non-STEM	47.0201	Heating, Air Conditioning, Ventilation and Refrigeration Maintenance Technology/Technician.	South Central	Idaho College of Southern Idaho	1
49-9021	Heating, air conditioning, and refrigeration mechanics and installers	Non-STEM	47.0201	Heating, Air Conditioning, Ventilation and Refrigeration Maintenance Technology/Technician.	South Central	Idaho College of Southern Idaho	5
11-3021	Computer and information systems managers	STEM | Narrow	11.0401	Information Science/Studies.	Southeastern	Idaho State University	0
11-9041	Architectural and engineering managers	STEM | Narrow	14.1301	Engineering Science.	Southeastern	Idaho State University	2
11-9041	Architectural and engineering managers	STEM | Narrow	14.2701	Systems Engineering.	Southeastern	Idaho State University	3
11-9121	Natural sciences managers	STEM | Narrow	40.0801	Physics, General.	Southeastern	Idaho State University	2
11-9121	Natural sciences managers	STEM | Narrow	40.0501	Chemistry, General.	Southeastern	Idaho State University	1
11-9121	Natural sciences managers	STEM | Narrow	40.0699	Geological and Earth Sciences/Geosciences, Other.	Southeastern	Idaho State University	0
11-9121	Natural sciences managers	STEM | Narrow	40.0801	Physics, General.	Southeastern	Idaho State University	1
11-9121	Natural sciences managers	STEM | Narrow	40.0501	Chemistry, General.	Southeastern	Idaho State University	8
11-9121	Natural sciences managers	STEM | Narrow	40.0699	Geological and Earth Sciences/Geosciences, Other.	Southeastern	Idaho State University	0
11-9121	Natural sciences managers	STEM | Narrow	40.0801	Physics, General.	Southeastern	Idaho State University	10
15-1121	Computer systems analysts	STEM | Narrow	11.0101	Computer and Information Sciences, General.	Southeastern	Idaho State University	0
15-1121	Computer systems analysts	STEM | Narrow	11.0901	Computer Systems Networking and Telecommunications.	Southeastern	Idaho State University	4
15-1132	Software developers, applications	STEM | Narrow	11.0104	Informatics.	Southeastern	Idaho State University	6
15-1132	Software developers, applications	STEM | Narrow	11.0202	Computer Programming, Specific Applications.	Southeastern	Idaho State University	0
15-1132	Software developers, applications	STEM | Narrow	11.0701	Computer Science.	Southeastern	Idaho State University	17
15-1132	Software developers, applications	STEM | Narrow	15.1204	Computer Software Technology/Technician.	Southeastern	Idaho State University	2
15-1134	Web developers	STEM | Narrow	11.0801	Web Page, Digital/Multimedia and Information Resources Design.	Southeastern	Idaho State University	1
15-1134	Web developers	STEM | Narrow	11.0801	Web Page, Digital/Multimedia and Information Resources Design.	Southeastern	Idaho State University	0
15-1142	Network and computer systems administrators	STEM | Narrow	11.1003	Computer and Information Systems Security/Information Assurance.	Southeastern	Idaho State University	12
17-1021	Cartographers and photogrammetrists	STEM | Narrow	45.0702	Geographic Information Science and Cartography.	Southeastern	Idaho State University	4
17-1021	Cartographers and photogrammetrists	STEM | Narrow	15.1102	Surveying Technology/Surveying.	Southeastern	Idaho State University	2
17-	Cartographers and	STEM |		Geographic Information Science and		Idaho	

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1021	photogrammetrists	Narrow	45.0702	Cartography.	Southeastern	Idaho State University	1
17-2051	Civil engineers	STEM | Narrow	14.0801	Civil Engineering, General.	Southeastern	Idaho State University	2
17-2051	Civil engineers	STEM | Narrow	14.0801	Civil Engineering, General.	Southeastern	Idaho State University	23
17-2071	Electrical engineers	STEM | Narrow	14.1001	Electrical and Electronics Engineering	Southeastern	Idaho State University	29
17-2081	Environmental engineers	STEM | Narrow	14.1401	Environmental/Environmental Health Engineering.	Southeastern	Idaho State University	0
17-2141	Mechanical engineers	STEM | Narrow	14.1901	Mechanical Engineering.	Southeastern	Idaho State University	0
17-2141	Mechanical engineers	STEM | Narrow	14.1901	Mechanical Engineering.	Southeastern	Idaho State University	37
17-2161	Nuclear engineers	STEM | Narrow	14.2301	Nuclear Engineering.	Southeastern	Idaho State University	2
17-2161	Nuclear engineers	STEM | Narrow	14.2301	Nuclear Engineering.	Southeastern	Idaho State University	13
17-2161	Nuclear engineers	STEM | Narrow	14.2301	Nuclear Engineering.	Southeastern	Idaho State University	8
17-3011	Architectural and civil drafters	STEM | Narrow	15.1302	CAD/CADD Drafting and/or Design Technology/Technician.	Southeastern	Idaho State University	2
17-3011	Architectural and civil drafters	STEM | Narrow	15.1302	CAD/CADD Drafting and/or Design Technology/Technician.	Southeastern	Idaho State University	5
17-3022	Civil engineering technicians	STEM | Narrow	15.0201	Civil Engineering Technology/Technician.	Southeastern	Idaho State University	2
17-3022	Civil engineering technicians	STEM | Narrow	46.0415	Building Construction Technology.	Southeastern	Idaho State University	0
17-3022	Civil engineering technicians	STEM | Narrow	15.0201	Civil Engineering Technology/Technician.	Southeastern	Idaho State University	6
17-3022	Civil engineering technicians	STEM | Narrow	46.0415	Building Construction Technology.	Southeastern	Idaho State University	0
17-3023	Electrical and electronics engineering technicians	STEM | Narrow	15.0303	Electrical, Electronic and Communications Engineering Technology/Technician.	Southeastern	Idaho State University	2
17-3023	Electrical and electronics engineering technicians	STEM | Narrow	15.0303	Electrical, Electronic and Communications Engineering Technology/Technician.	Southeastern	Idaho State University	7
17-3024	Electro-mechanical technicians	STEM | Narrow	15.0403	Electromechanical Technology/Electromechanical Engineering Technology.	Southeastern	Idaho State University	0
17-3024	Electro-mechanical technicians	STEM | Narrow	15.0404	Instrumentation Technology/Technician.	Southeastern	Idaho State University	1
17-3024	Electro-mechanical technicians	STEM | Narrow	15.0405	Robotics Technology/Technician.	Southeastern	Idaho State University	0
17-3024	Electro-mechanical technicians	STEM | Narrow	15.0403	Electromechanical Technology/Electromechanical Engineering Technology.	Southeastern	Idaho State University	0
17-3024	Electro-mechanical technicians	STEM | Narrow	15.0404	Instrumentation Technology/Technician.	Southeastern	Idaho State University	29
17-3024	Electro-mechanical technicians	STEM | Narrow	15.0405	Robotics Technology/Technician.	Southeastern	Idaho State University	0
17-3027	Mechanical engineering technicians	STEM | Narrow	15.0805	Mechanical Engineering/Mechanical Technology/Technician.	Southeastern	Idaho State University	4

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17-3027	Mechanical engineering technicians	STEM | Narrow	15.0805	Mechanical Engineering/Mechanical Technology/Technician.	Southeastern	Idaho State University	4
17-3029	Engineering technicians, except drafters, all other	STEM | Narrow	15.0304	Laser and Optical Technology/Technician.	Southeastern	Idaho State University	0
17-3029	Engineering technicians, except drafters, all other	STEM | Narrow	15.0503	Energy Management and Systems Technology/Technician.	Southeastern	Idaho State University	9
17-3029	Engineering technicians, except drafters, all other	STEM | Narrow	15.0304	Laser and Optical Technology/Technician.	Southeastern	Idaho State University	0
17-3029	Engineering technicians, except drafters, all other	STEM | Narrow	15.0503	Energy Management and Systems Technology/Technician.	Southeastern	Idaho State University	19
19-1023	Zoologists and wildlife biologists	STEM | Narrow	26.0701	Zoology/Animal Biology.	Southeastern	Idaho State University	0
19-1023	Zoologists and wildlife biologists	STEM | Narrow	26.1301	Ecology.	Southeastern	Idaho State University	0
19-1029	Biological scientists, all other	STEM | Narrow	26.0101	Biology/Biological Sciences, General.	Southeastern	Idaho State University	2
19-1029	Biological scientists, all other	STEM | Narrow	26.0101	Biology/Biological Sciences, General.	Southeastern	Idaho State University	8
19-1029	Biological scientists, all other	STEM | Narrow	26.0101	Biology/Biological Sciences, General.	Southeastern	Idaho State University	48
19-1029	Biological scientists, all other	STEM | Narrow	26.0210	Biochemistry and Molecular Biology.	Southeastern	Idaho State University	8
19-1029	Biological scientists, all other	STEM | Narrow	26.0301	Botany/Plant Biology.	Southeastern	Idaho State University	0
19-1042	Medical scientists, except epidemiologists	STEM | Narrow	51.2010	Pharmaceutical Sciences.	Southeastern	Idaho State University	1
19-2041	Environmental scientists and specialists, including health	STEM | Narrow	03.0104	Environmental Science.	Southeastern	Idaho State University	3
19-2041	Environmental scientists and specialists, including health	STEM | Narrow	03.0104	Environmental Science.	Southeastern	Idaho State University	2
19-2043	Hydrologists	STEM | Narrow	40.0601	Geology/Earth Science, General.	Southeastern	Idaho State University	0
19-2043	Hydrologists	STEM | Narrow	40.0601	Geology/Earth Science, General.	Southeastern	Idaho State University	7
19-2043	Hydrologists	STEM | Narrow	40.0601	Geology/Earth Science, General.	Southeastern	Idaho State University	12
19-4051	Nuclear technicians	STEM | Narrow	15.1401	Nuclear Engineering Technology/Technician.	Southeastern	Idaho State University	0
19-4051	Nuclear technicians	STEM | Narrow	15.1401	Nuclear Engineering Technology/Technician.	Southeastern	Idaho State University	6
25-1022	Mathematical science teachers, postsecondary	STEM | Narrow	27.0101	Mathematics, General.	Southeastern	Idaho State University	1
25-1042	Biological science teachers, postsecondary	STEM | Narrow	26.0502	Microbiology, General.	Southeastern	Idaho State University	0
29-1031	Dietitians and nutritionists	STEM | Medical	51.3101	Dietetics/Dietitian.	Southeastern	Idaho State University	32
29-1051	Pharmacists	STEM | Medical	51.2001	Pharmacy.	Southeastern	Idaho State University	87
29-1051	Pharmacists	STEM | Medical	51.2002	Pharmacy Administration and Pharmacy Policy and Regulatory Affairs.	Southeastern	Idaho State	0

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29-1051	Pharmacists	STEM | Medical	51.2003	Pharmaceutics and Drug Design.	Southeastern	University Idaho State University	0
29-1071	Physician assistants	STEM | Medical	51.0912	Physician Assistant.	Southeastern	Idaho State University	72
29-1122	Occupational therapists	STEM | Medical	51.2306	Occupational Therapy/Therapist.	Southeastern	Idaho State University	11
29-1123	Physical therapists	STEM | Medical	51.2308	Physical Therapy/Therapist.	Southeastern	Idaho State University	21
29-1126	Respiratory therapists	STEM | Medical	51.0908	Respiratory Care Therapy/Therapist.	Southeastern	Idaho State University	16
29-1127	Speech-language pathologists	STEM | Medical	51.0203	Speech-Language Pathology/Pathologist.	Southeastern	Idaho State University	42
29-1141	Registered nurses	STEM | Medical	51.3801	Registered Nursing/Registered Nurse.	Southeastern	Idaho State University	3
29-1141	Registered nurses	STEM | Medical	51.3818	Nursing Practice.	Southeastern	Idaho State University	11
29-1141	Registered nurses	STEM | Medical	51.3801	Registered Nursing/Registered Nurse.	Southeastern	Idaho State University	0
29-1141	Registered nurses	STEM | Medical	51.3801	Registered Nursing/Registered Nurse.	Southeastern	Idaho State University	104
29-2011	Medical and clinical laboratory technologists	STEM | Medical	51.1005	Clinical Laboratory Science/Medical Technology/Technologist.	Southeastern	Idaho State University	2
29-2011	Medical and clinical laboratory technologists	STEM | Medical	51.1005	Clinical Laboratory Science/Medical Technology/Technologist.	Southeastern	Idaho State University	33
29-2021	Dental hygienists	STEM | Medical	51.0602	Dental Hygiene/Hygienist.	Southeastern	Idaho State University	5
29-2021	Dental hygienists	STEM | Medical	51.0602	Dental Hygiene/Hygienist.	Southeastern	Idaho State University	25
29-2034	Radiologic technologists	STEM | Medical	51.0907	Medical Radiologic Technology/Science - Radiation Therapist.	Southeastern	Idaho State University	21
29-2034	Radiologic technologists	STEM | Medical	51.0907	Medical Radiologic Technology/Science - Radiation Therapist.	Southeastern	Idaho State University	0
29-2041	Emergency medical technicians and paramedics	STEM | Medical	51.0904	Emergency Medical Technology/Technician (EMT Paramedic).	Southeastern	Idaho State University	3
29-2041	Emergency medical technicians and paramedics	STEM | Medical	51.0904	Emergency Medical Technology/Technician (EMT Paramedic).	Southeastern	Idaho State University	10
29-2061	Licensed practical and licensed vocational nurses	STEM | Medical	51.3901	Licensed Practical/Vocational Nurse Training.	Southeastern	Idaho State University	0
29-2061	Licensed practical and licensed vocational nurses	STEM | Medical	51.3901	Licensed Practical/Vocational Nurse Training.	Southeastern	Idaho State University	36
29-2061	Licensed practical and licensed vocational nurses	STEM | Medical	51.3999	Practical Nursing, Vocational Nursing and Nursing Assistants, Other.	Southeastern	Idaho State University	0
29-2071	Medical records and health information technicians	STEM | Medical	51.0707	Health Information/Medical Records Technology/Technician.	Southeastern	Idaho State University	14
29-2071	Medical records and health information technicians	STEM | Medical	51.0707	Health Information/Medical Records Technology/Technician.	Southeastern	Idaho State University	20
29-2071	Medical records and health information technicians	STEM | Medical	51.0707	Health Information/Medical Records Technology/Technician.	Southeastern	Idaho State University	0
29-		STEM |				Idaho	

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9091	Athletic trainers	Medical	51.0913	Athletic Training/Trainer.	Southeastern Idaho State University	3
11-9111	Medical and health services managers	STEM | Other	51.2201	Public Health, General.	Southeastern Idaho State University	2
11-9111	Medical and health services managers	STEM | Other	51.0701	Health/Health Care Administration/Management.	Southeastern Idaho State University	32
19-3031	Clinical, counseling, and school psychologists	STEM | Other	42.2801	Clinical Psychology.	Southeastern Idaho State University	6
19-3031	Clinical, counseling, and school psychologists	STEM | Other	42.2805	School Psychology.	Southeastern Idaho State University	0
19-3039	Psychologists, all other	STEM | Other	42.2806	Educational Psychology.	Southeastern Idaho State University	0
19-3091	Anthropologists and archeologists	STEM | Other	45.0201	Anthropology.	Southeastern Idaho State University	3
25-1065	Political science teachers, postsecondary	STEM | Other	45.1001	Political Science and Government, General.	Southeastern Idaho State University	1
25-1066	Psychology teachers, postsecondary	STEM | Other	42.2704	Experimental Psychology.	Southeastern Idaho State University	1
25-1071	Health specialties teachers, postsecondary	STEM | Other	51.0202	Audiology/Audiologist.	Southeastern Idaho State University	4
11-1021	General and operations managers	Non-STEM	44.0401	Public Administration.	Southeastern Idaho State University	0
11-1021	General and operations managers	Non-STEM	52.0201	Business Administration and Management, General.	Southeastern Idaho State University	56
11-1021	General and operations managers	Non-STEM	52.0101	Business/Commerce, General.	Southeastern Idaho State University	4
11-1021	General and operations managers	Non-STEM	52.0201	Business Administration and Management, General.	Southeastern Idaho State University	70
11-1021	General and operations managers	Non-STEM	52.0801	Finance, General.	Southeastern Idaho State University	25
11-9033	Education administrators, postsecondary	Non-STEM	13.0401	Educational Leadership and Administration, General.	Southeastern Idaho State University	5
11-9033	Education administrators, postsecondary	Non-STEM	13.0401	Educational Leadership and Administration, General.	Southeastern Idaho State University	0
11-9039	Education administrators, all other	Non-STEM	13.0499	Educational Administration and Supervision, Other.	Southeastern Idaho State University	15
11-9199	Managers, all other	Non-STEM	54.0101	History, General.	Southeastern Idaho State University	0
11-9199	Managers, all other	Non-STEM	54.0105	Public/Applied History.	Southeastern Idaho State University	3
11-9199	Managers, all other	Non-STEM	54.0101	History, General.	Southeastern Idaho State University	12
13-1032	Insurance appraisers, auto damage	Non-STEM	47.0603	Autobody/Collision and Repair Technology/Technician.	Southeastern Idaho State University	0
13-1032	Insurance appraisers, auto damage	Non-STEM	47.0603	Autobody/Collision and Repair Technology/Technician.	Southeastern Idaho State University	1
13-1032	Insurance appraisers, auto damage	Non-STEM	47.0603	Autobody/Collision and Repair Technology/Technician.	Southeastern Idaho State University	7
13-1151	Training and development specialists	Non-STEM	52.1005	Human Resources Development.	Southeastern Idaho State University	16

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13-1151	Training and development specialists	Non-STEM	52.1005	Human Resources Development.	Southeastern	Idaho State University	30
13-1161	Market research analysts and marketing specialists	Non-STEM	52.1401	Marketing/Marketing Management, General.	Southeastern	Idaho State University	28
13-2011	Accountants and auditors	Non-STEM	52.0301	Accounting.	Southeastern	Idaho State University	36
13-2011	Accountants and auditors	Non-STEM	52.0301	Accounting.	Southeastern	Idaho State University	29
21-1012	Educational, guidance, school, and vocational counselors	Non-STEM	13.1101	Counselor Education/School Counseling and Guidance Services.	Southeastern	Idaho State University	9
21-1014	Mental health counselors	Non-STEM	51.1508	Mental Health Counseling/Counselor.	Southeastern	Idaho State University	18
23-2011	Paralegals and legal assistants	Non-STEM	22.0302	Legal Assistant/Paralegal.	Southeastern	Idaho State University	2
23-2011	Paralegals and legal assistants	Non-STEM	22.0302	Legal Assistant/Paralegal.	Southeastern	Idaho State University	7
25-1121	Art, drama, and music teachers, postsecondary	Non-STEM	50.0501	Drama and Dramatics/Theatre Arts, General.	Southeastern	Idaho State University	1
25-1121	Art, drama, and music teachers, postsecondary	Non-STEM	50.0701	Art/Art Studies, General.	Southeastern	Idaho State University	1
25-1123	English language and literature teachers, postsecondary	Non-STEM	13.1305	English/Language Arts Teacher Education.	Southeastern	Idaho State University	0
25-1123	English language and literature teachers, postsecondary	Non-STEM	23.0101	English Language and Literature, General.	Southeastern	Idaho State University	3
25-2011	Preschool teachers, except special education	Non-STEM	13.1210	Early Childhood Education and Teaching.	Southeastern	Idaho State University	0
25-2011	Preschool teachers, except special education	Non-STEM	13.1210	Early Childhood Education and Teaching.	Southeastern	Idaho State University	0
25-2011	Preschool teachers, except special education	Non-STEM	19.0708	Child Care and Support Services Management.	Southeastern	Idaho State University	0
25-2011	Preschool teachers, except special education	Non-STEM	13.1210	Early Childhood Education and Teaching.	Southeastern	Idaho State University	0
25-2011	Preschool teachers, except special education	Non-STEM	19.0708	Child Care and Support Services Management.	Southeastern	Idaho State University	9
25-2021	Elementary school teachers, except special education	Non-STEM	13.1202	Elementary Education and Teaching.	Southeastern	Idaho State University	1
25-2021	Elementary school teachers, except special education	Non-STEM	13.1202	Elementary Education and Teaching.	Southeastern	Idaho State University	35
25-2021	Elementary school teachers, except special education	Non-STEM	13.1401	Teaching English as a Second or Foreign Language/ESL Language Instructor.	Southeastern	Idaho State University	1
25-2022	Middle school teachers, except special and career/technical education	Non-STEM	13.1308	Family and Consumer Sciences/Home Economics Teacher Education.	Southeastern	Idaho State University	0
25-2022	Middle school teachers, except special and career/technical education	Non-STEM	13.1307	Health Teacher Education.	Southeastern	Idaho State University	1
25-2022	Middle school teachers, except special and career/technical education	Non-STEM	13.1308	Family and Consumer Sciences/Home Economics Teacher Education.	Southeastern	Idaho State University	1
25-2022	Middle school teachers, except special and career/technical education	Non-STEM	13.1328	History Teacher Education.	Southeastern	Idaho State University	1
25-2031	Secondary school teachers, except special and career/technical	Non-STEM	13.1205	Secondary Education and Teaching.	Southeastern	Idaho State	1

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	education				University	
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	13.1205	Secondary Education and Teaching.	Southeastern Idaho State University	2
25-2031	Secondary school teachers, except special and career/technical education	Non-STEM	50.0901	Music, General.	Southeastern Idaho State University	3
25-2052	Special education teachers, kindergarten and elementary school	Non-STEM	13.1017	Education/Teaching of Individuals in Elementary Special Education Programs.	Southeastern Idaho State University	0
25-3011	Adult basic and secondary education and literacy teachers and instructors	Non-STEM	13.1502	Adult Literacy Tutor/Instructor.	Southeastern Idaho State University	1
25-4011	Archivists	Non-STEM	30.1201	Historic Preservation and Conservation.	Southeastern Idaho State University	0
25-9021	Farm and home management advisors	Non-STEM	19.0101	Family and Consumer Sciences/Human Sciences, General.	Southeastern Idaho State University	0
25-9031	Instructional coordinators	Non-STEM	13.0501	Educational/Instructional Technology.	Southeastern Idaho State University	3
25-9031	Instructional coordinators	Non-STEM	13.0501	Educational/Instructional Technology.	Southeastern Idaho State University	2
27-2022	Coaches and scouts	Non-STEM	13.1314	Physical Education Teaching and Coaching.	Southeastern Idaho State University	13
27-2022	Coaches and scouts	Non-STEM	31.0504	Sport and Fitness Administration/Management.	Southeastern Idaho State University	0
27-2022	Coaches and scouts	Non-STEM	13.1314	Physical Education Teaching and Coaching.	Southeastern Idaho State University	55
27-3031	Public relations specialists	Non-STEM	09.0100	Communication, General.	Southeastern Idaho State University	3
27-3031	Public relations specialists	Non-STEM	09.0100	Communication, General.	Southeastern Idaho State University	15
27-3031	Public relations specialists	Non-STEM	09.0101	Speech Communication and Rhetoric.	Southeastern Idaho State University	5
27-3041	Editors	Non-STEM	23.1399	Rhetoric and Composition/Writing Studies, Other.	Southeastern Idaho State University	0
27-3041	Editors	Non-STEM	09.0102	Mass Communication/Media Studies.	Southeastern Idaho State University	24
27-3091	Interpreters and translators	Non-STEM	13.1003	Education/Teaching of Individuals with Hearing Impairments Including Deafness.	Southeastern Idaho State University	2
27-3091	Interpreters and translators	Non-STEM	16.0905	Spanish Language and Literature.	Southeastern Idaho State University	0
27-3091	Interpreters and translators	Non-STEM	16.0501	German Language and Literature.	Southeastern Idaho State University	0
27-3091	Interpreters and translators	Non-STEM	16.0901	French Language and Literature.	Southeastern Idaho State University	0
27-3091	Interpreters and translators	Non-STEM	16.0905	Spanish Language and Literature.	Southeastern Idaho State University	18
27-3091	Interpreters and translators	Non-STEM	16.1603	Sign Language Interpretation and Translation.	Southeastern Idaho State University	6
31-2021	Physical therapist assistants	Non-STEM	51.0806	Physical Therapy Technician/Assistant.	Southeastern Idaho State University	0
31-2021	Physical therapist assistants	Non-STEM	51.0806	Physical Therapy Technician/Assistant.	Southeastern Idaho State University	20
31-					Idaho	

Attachment 1

9092	Medical assistants	Non-STEM	51.0801	Medical/Clinical Assistant.	Southeastern	Idaho State University	2
31-9092	Medical assistants	Non-STEM	51.0801	Medical/Clinical Assistant.	Southeastern	Idaho State University	12
31-9094	Medical transcriptionists	Non-STEM	51.0708	Medical Transcription/Transcriptionist.	Southeastern	Idaho State University	0
33-2011	Firefighters	Non-STEM	43.0203	Fire Science/Fire-fighting.	Southeastern	Idaho State University	1
33-2011	Firefighters	Non-STEM	43.0203	Fire Science/Fire-fighting.	Southeastern	Idaho State University	1
39-5012	Hairdressers, hairstylists, and cosmetologists	Non-STEM	12.0401	Cosmetology/Cosmetologist, General.	Southeastern	Idaho State University	18
39-5092	Manicurists and pedicurists	Non-STEM	12.0410	Nail Technician/Specialist and Manicurist.	Southeastern	Idaho State University	5
43-9031	Desktop publishers	Non-STEM	10.0303	Prepress/Desktop Publishing and Digital Imaging Design.	Southeastern	Idaho State University	0
43-9031	Desktop publishers	Non-STEM	10.0303	Prepress/Desktop Publishing and Digital Imaging Design.	Southeastern	Idaho State University	0
49-2021	Radio, cellular, and tower equipment installers and repairs	Non-STEM	47.0103	Communications Systems Installation and Repair Technology.	Southeastern	Idaho State University	0
49-3011	Aircraft mechanics and service technicians	Non-STEM	47.0608	Aircraft Powerplant Technology/Technician.	Southeastern	Idaho State University	0
49-3011	Aircraft mechanics and service technicians	Non-STEM	47.0607	Airframe Mechanics and Aircraft Maintenance Technology/Technician.	Southeastern	Idaho State University	0
49-3011	Aircraft mechanics and service technicians	Non-STEM	47.0608	Aircraft Powerplant Technology/Technician.	Southeastern	Idaho State University	3
49-3011	Aircraft mechanics and service technicians	Non-STEM	47.0607	Airframe Mechanics and Aircraft Maintenance Technology/Technician.	Southeastern	Idaho State University	3
49-3011	Aircraft mechanics and service technicians	Non-STEM	47.0608	Aircraft Powerplant Technology/Technician.	Southeastern	Idaho State University	3
49-3023	Automotive service technicians and mechanics	Non-STEM	47.0604	Automobile/Automotive Mechanics Technology/Technician.	Southeastern	Idaho State University	0
49-3023	Automotive service technicians and mechanics	Non-STEM	47.0604	Automobile/Automotive Mechanics Technology/Technician.	Southeastern	Idaho State University	3
49-3023	Automotive service technicians and mechanics	Non-STEM	47.0604	Automobile/Automotive Mechanics Technology/Technician.	Southeastern	Idaho State University	12
51-4012	Computer numerically controlled machine tool programmers, metal and plastic	Non-STEM	48.0510	Computer Numerically Controlled (CNC) Machinist Technology/CNC Machinist.	Southeastern	Idaho State University	4
51-4012	Computer numerically controlled machine tool programmers, metal and plastic	Non-STEM	48.0510	Computer Numerically Controlled (CNC) Machinist Technology/CNC Machinist.	Southeastern	Idaho State University	0
15-1134	Web developers	STEM | Narrow	11.0801	Web Page, Digital/Multimedia and Information Resources Design.	Eastern	College of Eastern Idaho	6
29-2055	Surgical technologists	STEM | Medical	51.0909	Surgical Technology/Technologist.	Eastern	College of Eastern Idaho	12
29-2061	Licensed practical and licensed vocational nurses	STEM | Medical	51.3901	Licensed Practical/Vocational Nurse Training.	Eastern	College of Eastern Idaho	20
23-2099	Legal support workers, all other	Non-STEM	22.0302	Legal Assistant/Paralegal.	Eastern	College of Eastern Idaho	2
31-9092	Medical assistants	Non-STEM	51.0801	Medical/Clinical Assistant.	Eastern	College of Eastern Idaho	13

49-3023	Automotive service technicians and mechanics	Non-STEM	47.0604	Automobile/Automotive Mechanics Technology/Technician.	Eastern	College of Eastern Idaho	3
49-3023	Automotive service technicians and mechanics	Non-STEM	47.0604	Automobile/Automotive Mechanics Technology/Technician.	Eastern	College of Eastern Idaho	8

Data Sources

Title	Source_Agency	TimeSpan	Source_URL
Public Use Microdata Samples (PUMS) 5-Year Estimates	U.S. Census Bureau, American Community Survey (ACS)	2012-2016	https://www2.census.gov/programs-surveys/acs/data/pums/2016/5-Year/csv_pid.zip
Education and training assignments by detailed occupation	Employment Projections program, U.S. Bureau of Labor Statistics (BLS)	2016	https://www.bls.gov/emp/data/occupational-data.htm
Occupational Projections, Idaho	Idaho Department of Labor (IDL)	2016-2026	https://lmi.idaho.gov/projections OR Email: Craig Shaul
IPEDS Completions Survey, Awards/degrees conferred by program (6-digit CIP code), by award level	Integrated Postsecondary Education Data System (IPEDS)	July 1, 2016 to June 30, 2017	https://nces.ed.gov/ipeds/datacenter
Occupational Employment Statistics (OES) Survey	Bureau of Labor Statistics, Department of Labor	May 2016	https://www.bls.gov/oes/tables.htm
Typical entry-level educational requirement data sets, OES	Bureau of Labor Statistics, Department of Labor	May 2016	https://www.bls.gov/oes/additional.htm
National Employment Matrix Occupational Coverage	Bureau of Labor Statistics, Office of Occupational Statistics and Employment Projections	As of 10/24/2017	https://www.bls.gov/emp/data/occupational-data.htm
CIP 2010 to SOC 2010 Crosswalk	Integrated Postsecondary Education Data System (IPEDS)	2010	https://nces.ed.gov/ipeds/cipcode/resources.aspx?y=55
Occupational Projections, Idaho, by Region	Idaho Department of Labor (IDL)	2016-2026	https://public.tableau.com/profile/idlabor#!/vizhome/OSBE_In-DemandOccupations/In-DemandOccupations?publish=yes
2017 American Community Survey 1-Year Estimates	IPUMS USA: Steven Ruggles, Sarah Flood, Ronald Goeken, Josiah Grover, Erin Meyer, Jose Pacas, and Matthew Sobek	2017	https://doi.org/10.18128/D010.V8.0

Dictionary

ColumnName	TermName	TermDefinition	SourceAgency	SourceURL
Typical_Education_Needed_For_Entry	Typical education needed for entry	This category best describes the typical level of education that most workers need to enter the occupation.	Bureau of Labor Statistics	https://www.bls.gov/emp/documentation/nem-definitions.htm
SCHL	Educational attainment	Respondents are classified according to the highest degree or the highest level of school completed. Educational attainment data are tabulated for people 18 years old and over.	U.S. Census Bureau, American Community Survey (ACS)	https://www2.census.gov/programs-surveys/acs/tech_docs/subject_definitions/2016_ACSSubjectDefinitions.pdf?#
Control_of_institution	Control of institution	A classification of whether an institution is operated by publicly elected or appointed officials (public control) or by privately elected or appointed officials and derives its	Integrated Postsecondary Education Data System (IPEDS)	https://surveys.nces.ed.gov/ipeds/VisGlossaryAll.aspx

		major source of funds from private sources (private control).	
Level_of_institution	Level of institution	A classification of whether an institution's programs are 4-year or higher (4 year), 2-but-less-than 4-year (2 year), or less than 2-year.	Integrated Postsecondary Education Data System (IPEDS) https://surveys.nces.ed.gov/ipeds/VisGlossaryAll.aspx

Bibliography

Citation

Bureau of Labor Statistics, Department of Labor (2016). Retieved from https://www.bls.gov/oes/tables.htm

Bureau of Labor Statistics, Department of Labor (2016).Retieved from https://www.bls.gov/oes/additional.htm

Bureau of Labor Statistics, Office of Occupational Statistics and Employment Projections (2017). Retieved from https://www.bls.gov/emp/data/occupational-data.htm

Idaho Department of Labor (2016). Occupational Projections. Retieved from https://lmi.idaho.gov/projections.

Idaho Department of Labor (2016). Retieved from https://public.tableau.com/profile/idlabor#!/vizhome/OSBE_In-DemandOccupations/In-DemandOccupations?publish=yes

Integrated Postsecondary Education Data System (2011). Retieved from https://nces.ed.gov/ipeds/cipcode/resources.aspx?y=55

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Steven Ruggles, Sarah Flood, Ronald Goeken, Josiah Grover, Erin Meyer, Jose Pacas, and Matthew Sobek. IPUMS USA: Version 8.0 [dataset]. Minneapolis, MN: IPUMS, 2018. https://doi.org/10.18128/D010.V8.0

U.S. Bureau of Labor Statistics, Employment Projections Program (2016). Education and training assignments by detailed occupation. Retrieved from https://www.bls.gov/emp/data/occupational-data.htm

U.S. Census Bureau (2016). Public Use Microdata Samples 5-Year Estimates. Retrieved from https://www2.census.gov/programs-surveys/acs/data/pums/2016/5-Year/csv_pid.zip.

TAB	DESCRIPTION	ACTION
1	**BAHR - SECTION I – RETIREMENT PLAN COMMITTEE APPOINTMENT**	Motion to Approve
2	**BAHR - SECTION II – UNIVERSITY of IDAHO – CONSTRUCTION AUTHORIZATION – PITMAN EXTERIOR REPAIRS**	Motion to Approve
3	**IRSA – PROGRAM APPROVAL QUARTERLY REPORT**	Motion to Approve
4	**IRSA - BOISE STATE UNIVERSITY – MASTER OF SCIENCE IN MATHEMATICS EDUCATION (DISCONTINUATION)**	Motion to Approve
5	**IRSA – IDAHO STATE UNIVERSITY – MASTER OF SCIENCE IN MATHEMATICS (DISCONTINUATION)**	Motion to Approve
6	**PPGA – INSTITUTION PRESIDENT APPROVED ALCOHOL PERMITS REPORT**	Motion to Approve
7	**PPGA – BOISE STATE UNIVERSITY – FACULTY SENATE CONSTITUTION - AMENDMENT**	Motion to Approve
8	**SDE – PROFESSIONAL STANDARDS COMMISSION – COLLEGE OF IDAHO EDUCATOR PREPERATION PROGRAM REVIEW RECOMMENDATION**	Motion to Approve
9	**SDE – CURRICULAR REVIEW COMMITTEE APPOINTMENTS**	Motion to Approve
10	**SDE – EMERGENCY PROVISIONAL CERTIFICATES**	Motion to Approve

BOARD ACTION

I move to approve the consent agenda.

SUBJECT

Retirement Plan Committee Appointments

REFERENCE

April 2015	Idaho State Board of Education (Board) approved the second reading of Policy II.R., establishing the Retirement Plan Committee
February 2016	Board appointed initial cohort of members of the Retirement Plan Committee

APPLICABLE STATUTES, RULE OR POLICY

Sections 33-107A, 107B, 107C, Idaho Code
Section 59-513, Idaho Code
Idaho State Board of Education Governing Policies & Procedures, Sections II.K. and II.R.

ALIGNMENT WITH STRATEGIC PLAN

This agenda item is a non-strategic Board governance agenda item.

BACKGROUND/DISCUSSION

The Board is the Plan Sponsor for defined contribution (DC) retirement plans used by non-PERSI employees at the public college and universities, the community colleges, and the Office of the State Board of Education (OSBE). The Board has a 401(a) mandatory Optional Retirement Plan (ORP) with employer and employee contributions, and voluntary 403(b) and 457(b) deferred compensation plans with employee-only contributions. The current Board-approved vendors for the 401(a), 403(b), and 457(b) plans are the Teachers Insurance and Annuity Association (TIAA) and the Variable Annuity Life Insurance Company (VALIC).

The Board has assigned oversight responsibility for the above-described retirement plans to its Retirement Plan Committee (RPC), which is chaired by a Board member appointed by the Board President and made up of representatives from the institutions and community colleges and other experts in the area of retirement planning drawn from outside the staffs of the colleges and universities. The committee monitors the vendors' fee structures and their portfolio performance and carries out fiduciary responsibilities, assisted by an external consultant on retirement planning tax law, who has been appointed by the State Attorney General's Office as a Special Deputy Attorney General to support the Board, and by other outside consultants, as needed.

The proposed action is for Board approval of one new RPC member.

IMPACT

The proposed nominee will be an excellent addition to the RPC as it assists the Board in carrying out its fiduciary duties as the plan sponsor of its retirement plans, in accordance with industry best practices.

ATTACHMENTS

Attachment 1—Résumé of Shawn Miller

STAFF COMMENTS AND RECOMMENDATIONS

Shawn Miller is the Associate Vice President of Human Resources at Boise State University and formerly Human Resources Director at the City of Boise. He is being nominated as a member representing another four-year institution on the RPC.

Staff recommends approval.

BOARD ACTION

I move to appoint Shawn Miller as a member of the State Board of Education Retirement Plan Committee.

Moved by_____ Seconded by_____ Carried Yes____ No____

Shawn Miller

shawn.o.miller@gmail.com
linkedin.com/in/shawn-miller
2588 E. Boomer Lane, Boise, Idaho 83714
208-608-6829

About Me

- Passionate about helping people through HR strategies
- Human Resources Director overseeing all HR disciplines. Enjoy leading a department that focuses on the employee and customer experience
- Leading cultural change to drive employee engagement, which is the core to a successful organization
- Practiced employment and traditional labor law representing management in national law firms

Career Summary

Associate Vice President Human Resources at Boise State University
October, 2017 – Present
Oversee all HR functions for the University

Human Resources Director at City of Boise
November, 2004 – October, 2017
Oversaw all HR functions for the City, including:

- Deliberate focus on organizational culture
- Performance management, discipline, grievances
- Organizational development and training
- Policy development
- Recruiting and on-boarding
- Payroll
- Risk management in self-insured environment
- HRMS and timekeeping software implementations
- Support multi-site employer with up to 2,000 non-unionized/unionized employees
- Supervise a staff of 27
- City of Boise's employee engagement level - our latest employee survey revealed that over 90% of our employees are proud to work at the City

Human Resources Director/In-House Counsel at Washington District, Phoenix, Arizona
November, 1997–November, 2004

Oversaw all HR Functions for the largest elementary district in the Arizona (32 schools, 27,000 students), including:

- Employee and labor relations
- Performance management, discipline, termination of tenured/non-tenured professionals
- Workplace investigations
- Recruiting in a competitive field
- Advised governing board, superintendent, and principals
- Recruiting and on-boarding in a competitive environment
- Policy development
- Risk management in self-insured environment
- Support multi-site employer with 2,700 employees, including unionized and non-unionized employees
- Supervised a staff of 10

Private Law Practice, Illinois, Minnesota, and Arizona
Worked in law firms and represented employers in all areas of employment and labor law defense

Education

Northern Illinois University College of Law, DeKalb, Illinois
Juris Doctorate, *Magna Cum Laude*, Class Rank: 5/87

Brigham Young University, Provo, Utah
Bachelor of Arts, English, G.P.A.: 3.33, Dean's List

References

- I am happy to provide references from my current employer at the appropriate stage of the hiring process

Proud About

- Amazing wife and five precious sons
- Boise State University Women and Leadership 2016 Conference – Highest Rated skill builder, entitled "Building an Authentic Workplace Culture"
- Beekeeper and hobby farmer
- Eagle Scout

UNIVERSITY OF IDAHO

SUBJECT

Request for construction approval for Pitman Center exterior repairs.

REFERENCE:

August 2018	Idaho State Board of Education (Board) approved Capital Budget Request in the updated University of Idaho (UI) six-year plan.
August 2018	The Board authorized Planning and Design Phases for the proposed Bruce M. Pitman Center Exterior Elevation Repairs.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedure, Section V.K.

ALIGNMENT WITH STRATEGIC PLAN

Goal 2, Educational Attainment

BACKGROUND/DISCUSSION

This agenda item is an authorization request to allow UI to proceed with the Bid and Construction phases of a Capital Project to replace the existing ceramic tile elevation on the Bruce M. Pitman Center (BPC) located on the main campus of the UI in Moscow.

The full, anticipated project cost is $1,621,700. Partial funding for this effort in the amount of $1,021,700 was achieved through the supplemental FY2019 Permanent Building Fund (PBF) process. The remaining funding is to consist of $600,000 from the UI central strategic reserves.

Planning Background and Project Description

The Bruce M. Pitman Center is a multi-use facility which houses key general education departments, many of which relate to the matriculation and enrollment management functions. Student Financial Aid, University Registrar, Student Accounts, University Admissions, Enrollment Management and the Campus Visits Office are located in the building. In addition, other general education functions such as Records Management, Disabilities Support Services, and Human Resources Employee Development & Training also reside with the Pitman Center.

In addition to the general education functions housed within the Pitman Center, the facility is also used for non-general education functions such as student media, conferences and events. UI apportions costs for maintenance, repairs and capital

improvements according to an established ratio of 60/40 general education funding to non-general education funding.

The Bruce M. Pitman Center was built out in several phases and iteration over time. The newest addition to the structure dates to 1963 and is now 55 years old. Thus, the facility is approximately half way through an assumed life cycle of 100 years. While the facility is in generally good condition, and is assumed to remain for the foreseeable future in UI's Long-Range Campus Development Plan (LRCDP), this 1963 wing is sheathed in an exterior ceramic mosaic tile skin which is now failing. The remaining portions of the exterior of the Pitman Center are cast concrete and clay brick masonry. These systems are in good condition and not of concern or part of the scope of this project.

In the past year, the failure rate of the ceramic tile exterior has dramatically increased, and tiles have fallen onto sidewalks and roof areas below. To date, there have not been any injuries, but the roof systems at lower roofing surfaces have been damaged and required repairs. Unfortunately, the original tile was pre-assembled in modular sheets and the tile is no longer manufactured or available. Therefore it is impossible to replace patches of missing, peeling and cracked tile with a matching tile. In addition the exterior walls are single-wythe concrete masonry units featuring below standard thermal insulation, leading to severe energy inefficiency and losses.

In the winter of 2017/18, the UI commissioned an evaluation and analysis of the exterior systems of the Pitman Center. Castellaw Kom Architects (CKA) of Lewiston, Idaho, conducted the analysis and issued a report entitled "Pitman Center Exterior Renovation Feasibility Study," dated March 2018.

The CKA report evaluated several possible solutions and focused on five alternatives. The recommended solution is the installation of an exterior rain screen system which can be sheathed in exterior skin options such as metal or terracotta panels. In addition, the system also offers the opportunity to add rigid insulation to the building. This new rigid insulation will be weather protected by the new exterior skin and will provide large operational savings as a result of reduced energy consumption.

In April 2018, UI submitted a request for funding to the Permanent Building Fund (PBF) as part of the process made possible by the appropriation of supplemental Alteration and Repair Category funding by the 2018 Legislature. In May, 2018, UI was notified by the Division of Public Works that the project received PBF funding in the amount of $1,021,700. UI will supplement this funding with an allocation of $600,000, making the total project funding $1,621,700.

Upon receipt of authorization from the Board for the Planning and Design Phase, the State of Idaho Division of Public works selected Castellaw Kom Architects to serve as the design architect for the project. CKA has worked with project

managers and stakeholders from the Division of Public Works and UI to develop the construction documents necessary for bidding. These construction documents are currently in production. It is anticipated that the project will be ready to advertise and bid by the Division of public Works in March, 2019. This will allow for award of the bid in April, and for the project to begin construction activities in mid-May of 2019, immediately following UI's Commencement. Construction completion is anticipated in fall 2019.

Authorization Request
This request is for the requisite Capital Project Bid and Construction Phase Authorization necessary to implement the proposed exterior elevation repair at the Bruce M. Pitman Center.

The total project effort, including the PBF supported portion, is currently estimated at $1,621,700, to include design and construction costs and appropriate and precautionary contingency allowances.

The project is consistent with the outreach, recruitment, retention, enrollment management, work force development and extended, continuous learning strategic goals and objectives of the UI. As such, the project is fully consistent with UI's strategic plan.

In addition the project is fully consistent with the principles, goals, and objectives of UI's Long Range Campus Development Plan (LRCDP).

IMPACT

The total fiscal impact of this effort is anticipated to be $1,621,700.

Overall Project

Funding		**Estimate Budget**	
State	$ 1,021,700	A/E & Consultant Fees	$ 159,491
Federal (Grant):		Construction	1,297,000
Other (UI)		Construction Cont.	129,700
University	600,000	Owner Cost & FFE	6,784
Gifted Funds		Project Cont.	28,725
Total	$ 1,621,700	Total	$ 1,621,700

ATTACHMENTS

Attachment 1 – Capital Project Tracking Sheet

STAFF COMMENTS AND RECOMMENDATIONS

The planning and design phase of this project was approved at the August 2018 Board meeting. At that meeting, the Board also approved an amended six-year capital plan that included these repairs. The estimated total cost of the project is the same as it was in August.
Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to implement the Bid and Construction phases of a Capital Project to replace certain exterior ceramic tile on the Bruce M. Pitman Center, for a total cost of $1,621,700, as described in Attachment 1. Approval includes the authority to execute all necessary and requisite consulting and vendor contracts to fully implement all phases of the project.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

Office of the Idaho State Board of Education
Capital Project Tracking Sheet
As of February, 2019

History Narrative

1 **Institution/Agency:** University of Idaho **Project:** Capital Project Authorization Request, Bid and Construction Phases, Bruce M. Pitman Exterior Elevation Repairs, University of Idaho, Moscow, Idaho.

2 **Project Description:** A Capital Project to provide for the repair by replacement the existing ceramic tile elevation on the Bruce M. Pitman Center (BPC) located on the main campus of the University of Idaho in Moscow, Idaho.

3 **Project Use:** As currently envisioned, it is the intent of the University of Idaho to implement a capital project to repair the existing exterior of a portion of the Bruce M. Pitman Center (BPC) on the main campus of the University of Idaho. The project will address those portions of the BPC currently sheathed with a ceramic tile exterior skin. The ceramic tile is currently failing and cannot be repaired as it is no longer available. The clay brick masonry portions of the BPC will remain as is.

4 **Project Size:** The existing Bruce M. Pitman Center is 115,400 gsf. This will not be changed as a result of this project.

	Sources of Funds				Use of Funds*			
Project Cost History:	**PBF**	**ISBA**	**Other**	**Total Sources**	**Planning**	**Use of Funds Const**	**Other****	**Total Uses**
Initial Cost of Project. Planning, Programming and Design Phase Authorization request. August 2018.	$ 1,021,700	$ -	$ 600,000	$ 1,621,700	$ 146,900	$ 1,113,200	$ 361,600	$ 1,621,700
History of Revisions:								
Revised Cost of Project. Bid, Award and Construction Phase Authorization Request. February 2019.	$ -	$ -	$ -	$ -	$ 12,591	$ 183,800	$ (196,391)	$ -
Total Project Costs	$ 1,021,700	$ -	$ 600,000	$ 1,621,700	$ 159,491	$ 1,297,000	$ 165,209	$ 1,621,700

15 * 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.

16 ** 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.

			|---------- Other Sources of Funds ----------|					
History of Funding:	**PBF**	**ISBA**	**Institutional Funds (Gifts/Grants)**	**Student Revenue**	**Other*****	**Total Other**	**Total Funding**
Initial Project funding via the FY201 PBF Supplemental Process. Funds will be available 1 July 2018.	$ 1,021,700	$ -	$ -	$ -	$ -	$ -	$ 1,021,700
Initial Cost of Project. Planning, Programming and Design Phase Authorization request. August 2018.	$ -	$ -	$ -	$ -	$ 600,000	$ 600,000	$ 600,000
Revised Cost of Project. Bid, Award and Construction Phase Authorization Request. February 2019.	$ -	$ -	$ -	$ -	$ -	$ -	$ -
						-	-
Total	$ 1,021,700	$ -	$ -	$ -	$ 600,000	$ 600,000	$ 1,621,700

26 *** UI Central Strategic Reserves

SUBJECT

Programs and Changes Approved by Executive Director - Quarterly Report

REFERENCE

August 2018 Board received quarterly report.

APPLICABLE STATUTE, RULE, OR POLICY

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

ALIGNMENT WITH STRATEGIC PLAN

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.

Goal 3: Workforce Readiness, Objective A: Workforce Alignment. IV. Increase in postsecondary programs tied to workforce needs; and Objective B: Medical Education. V. Medical related postsecondary programs (other than nursing).

BACKGROUND/DISCUSSION

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

Consistent with Board Policy III.G.8.a., the Board office is providing a quarterly report of program changes from Idaho's public postsecondary institutions that were approved between August 2018 and January 2019 by the Executive Director.

ATTACHMENTS

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

IMPACT

The report will provide the Board with a complete list of new academic and career technical programs and changes approved by the Executive Director over a three-month period consistent with Board Policy III.G.

BOARD ACTION

This item is for informational purposes only.

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Academic Programs

Approved by Executive Director
August 2018 and January 2019

Institution	Program Changes
ISU	New Bachelor of Applied Science (BAS) in Robotics Engineering Technology
ISU	Discontinue Bachelor of Arts in Economics
ISU	Discontinue Bachelor of Arts in German for Business and Professions
ISU	Discontinue Bachelor of Arts in French for Business and Professions
ISU	Discontinue Bachelor of Arts in Spanish for Business and Professions
ISU	New Bachelor of Business Administration in Economics
ISU	Discontinue Bachelor of Arts in Theatre, Film, and Video
UI	New BA/BS in Communications

Institution	Other Program Changes (Does not require approval but requires notification to OSBE per policy III.G.)
BSU	New graduate certificates: • User Research • Computer Assisted Language Learning • English Language Development PreK-12
BSU	New undergraduate certificates: • Engineering Design • Human Rights • Principles of Grant Development and Grant Writing
BSU	New minors: • Korean Studies • Critical Theory
BSU	Discontinue two emphases: Certification and Leadership and Human Relationship under the Bachelor of Arts in Elementary Education
BSU	Name changes: • Change Dual Early Childhood Intervention, Elementary Education Certification, Bachelor of Arts, to Dual Blended Early Childhood/Early Childhood Special Education, Elementary Education, Bachelor of Arts • Change Dual Special Education, Early Childhood Intervention Certification, Bachelor of Arts to Dual Special Education, Early Childhood Special Education, Bachelor of Arts • Change Dual Special Education, Elementary Education Certification, Bachelor of Arts to Dual Special Education, Elementary Education, Bachelor of Arts • Change Early Childhood Intervention, Bachelor of Arts to Blended Early Childhood/Early Childhood Special Education, Bachelor of Arts • Department of Communication to Department of Communication and Media

Institution	Other Program Changes (Does not require approval but requires notification to OSBE per policy III.G.)
BSU	New emphases: • New Data Science emphasis under the existing Ph.D. in Computing • Entrepreneurship emphasis under Bachelor of Science, Computer Science • Mathematics Education emphasis under Master of Science in Mathematics • Three new emphases in Secondary Education, Pre-Medical, and EngineeringPLUS under the Bachelor of Science in Engineering
ISU	Undergraduate Certificates: • Training and Development • Career and Technical Education • Online, Medical Anthropology (graduate certificate) • Biomedical Ethics (graduate certificate)
ISU	New Minor in Film Studies
ISU	Discontinue two minors: Human Resource Development and Organizational Leadership
CSI	Program changes to existing Associate of Science in Equine Business Management
CWI	New academic certificates in Biotechnology Laboratory Assistant and Geographic Information Systems
NIC	New certificate in American Indian Studies

Career Technical Education Programs

Approved by Executive Director

Institution	Program Changes
CSI	Discontinue Basic Technical Certificate, Child Development Associate under the Early Childhood Education program
CWI	New Intermediate Technical Certificate, Practical Nursing
CWI	New Intermediate Technical Certificate, Medical Assistant
CWI	Inactivate Fire Service Technology, Wildland Fire Management, and Professional Truck Driving programs
ISU	Change the Advanced Technical Certificate to an Intermediate Technical Certificate in Practical Nursing and to change the Intermediate Technical Certificate to an Advanced Technical Certificate in Automotive Technology – in response to accreditation requirements and Technical Advisory Committee

Institution	Other Program Changes (Does not require approval but requires notification to OSBE per policy III.G.)
CSI	Program changes to existing Early Childhood Education program

BOISE STATE UNIVERSITY

SUBJECT

Discontinuance of the Master of Science in Mathematics Education

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.G.

ALIGNMENT WITH STRATEGIC PLAN

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.

BACKGROUND/DISCUSSION

Boise State University proposes to discontinue their Master of Science (M.S.) in Mathematics Education. The degree has had low faculty workload allocation since its inception, and has had low enrollments since changes in 2009 to regional funding and salary schedules associated with in-service teacher professional development. The program was flagged in the fifth quintile during program prioritization due to low enrollments and graduation counts, additionally recruitment and curriculum changes in the past four years have not increased enrollment to sustainable levels. In addition, the discontinuation of their program will help to reduce the currently excessive number of graduate programs at Boise State University supporting teachers of mathematics.

Boise State University will continue to meet the need for graduate education options for local teachers of mathematics through multiple existing programs offered in the College of Education (e.g. Master of Arts in Curriculum & Instruction, M.S. in STEM Education, Master's of Educational Technology, Graduate Certificate in Mathematical Thinking for Instruction), and through a new area of emphasis in Mathematics Education in the existing M.S. in Mathematics degree (approved by the Graduate Council in November 2018).

IMPACT

In the past five years, the program has offered 2-3 classes per summer and 1-2 classes during weeknight evenings in the academic year in order to reach local mathematics teachers. However, the target population of teacher-participants has expressed low overall interest (due to high cost for their income and low professional incentives for graduate study). Enrollment has typically been three to eight students per class, with an average of four graduates per year.

ATTACHMENTS

Attachment 1 – Proposal to discontinue M.S. in Mathematics Education.

STAFF COMMENTS AND RECOMMENDATIONS

Board Policy III.G.3.c.i (3) requires Board approval of any graduate program discontinuation regardless of fiscal impact, prior to implementation. The Council on Academic Affairs and Programs as well as Board staff reviewed the proposed program discontinuation and recommends Board approval.

BOARD ACTION

I move to approve the request by Boise State University to discontinue the Master of Science in Mathematics Education as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Institutional Tracking No. 19-002

Idaho State Board of Education

Proposal for Discontinuation

Date of Proposal Submission:	December 11, 2018
Institution Submitting Proposal:	Boise State University
Name of College, School, or Division:	College of Arts and Sciences
Name of Department(s) or Area(s):	Department of Mathematics

Program Identification for Proposed Discontinued Program:

Title:	Mathematics Education
Degree/Certificate:	Master of Science
Method of Delivery:	Face-to-face
CIP code:	13.1311
Proposed Discontinuation Date:	Fall 2019

Indicate whether this request is a discontinuation of either of the following:

- [ ] Undergraduate Program
- [x] Graduate Program
- [ ] Undergraduate Certificate
- [ ] Graduate Certificate
- [ ] Administrative/Instructional Unit
- [ ] Other
- [ ] **CTE Program (check all that apply)**
  - [ ] Basic Technical Certificate
  - [ ] Intermediate Technical Certificate
  - [ ] Advanced Technical Certificate
  - [ ] Associate of Applied Science Degree

College Dean (Institution)	11/27/18 Date	State Administrator	Date
Graduate Dean **(as applicable)**	12/3/18 Date	Academic Affairs Program Manager	Date
FVP/Chief Fiscal Officer (Institution)	12/6/18 Date	Chief Financial Officer	Date
Provost/VP for Instruction (Institution)	12/3/18 Date	Chief Academic Officer, OSBE	Date
President	12/11/18 Date	SBOE/Executive Director Approval	Date

Revised 3/28/16

Page 1

1. Provide rationale for the discontinuance.

Boise State proposes the discontinuation of the traditional face-to-face Master of Science in Mathematics Education degree program. The degree has had low faculty workload allocation since its inception, and has had low enrollments since changes in 2009 to regional funding and salary schedules associated with in-service teacher professional development. The program was flagged in the fifth quintile during program prioritization due to low enrollments and graduation counts, and recruitment and curriculum changes in the past 4 years have not increased enrollment to sustainable levels. In addition, the discontinuation of this program will help to reduce the currently excessive number of graduate programs at Boise State supporting teachers of mathematics (see section 2.b.).

In the past 5 years, the program has offered 2-3 classes per summer and 1-2 classes during weeknight evenings in the academic year in order to reach local mathematics teachers. However, the target population of teacher-participants has expressed low overall interest (due to high cost for their income and low professional incentives for graduate study). Enrollment has typically been 3 to 8 students per class, with an average of 4 graduates per year. The faculty are heavily involved in grant-funded projects, concurrent-enrollment supervision, and other professional development activities, providing regular opportunities for engagement with local teachers outside of graduate courses, and leaving little workload for investing in efforts to overhaul the program.

2. Teach-out Plans/Options for currently enrolled students.

a. Describe teach-out plans for continuing students. Indicate the year and semester in which the last cohort of students was admitted and the final term the college will offer the program.

The program currently has 7 participants, including 3 working on their culminating projects, 1 currently inactive, and 3 who will complete their coursework by Summer 2019. The graduate faculty will work individually with remaining program participants during the 2019-2020 academic year to complete outstanding culminating project work, and faculty will offer at least 2 graduate mathematics education courses. The program coordinator, Dr. Joe Champion will advise all students on options for completing any outstanding degree requirements (if needed) through Summer 2020.

b. Is there an alternative program/major or field of study? If so, please describe.

Boise State will continue to meet the need for graduate education options for local teachers of mathematics through multiple existing programs offered in the College of Education (e.g., MA in Curriculum & Instruction, MS in STEM Education, Master's of Educational Technology, Graduate Certificate in Mathematical Thinking for Instruction), and through a new area of emphasis in Mathematics Education in the existing MS in Mathematics degree (approved by the Graduate Council in November 2018).

c. How will continuing students be advised of impending changes and consulted about options or alternatives for attaining their educational goals?

Immediately upon approval of this proposal, the program coordinator, Dr. Joe Champion, will

notify all existing students of the discontinuation of the program and offer one-on-one advising for remaining degree planning and advising. In addition, face-to-face meetings with the program coordinator will be made available to all program participants during Summer 2019.

3. Identify similar programs offered by other public colleges/universities (Not applicable to CTE programs).

Similar Programs offered by other Idaho institutions and by institutions in nearby states		
Institution Name	**Degree name and Level**	**Program Name and brief description if warranted**
University of Idaho	**Master of Arts in Teaching (MAT) in Mathematics**	The MAT in Mathematics is for certified teachers who want to strengthen their subject matter preparation.
Idaho State University	**Master of Arts (MA) in Mathematics for Secondary Teachers**	The MA in Mathematics for Secondary Teachers enhances the mathematical training of secondary teachers and equips such teachers with a broad and modern background in mathematics.

4. 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	**Headcount Enrollment in Program**				**Number of Graduates From Program**			
	FY16	FY17	FY18	FY19	FY15	FY16	FY17	FY18
BSU MS in Mathematics Education	8	16	7	7	3	5	3	7
ISU MA in Mathematics for Secondary Teachers	Institution unable to provide data				Institution unable to provide data			
UI MAT in Mathematics	6	7	1	Not available	3	3	2	4

5. Describe the impact the discontinuance will have on (a) other programs and (b) the mission of the institution.

The discontinuance will directly improve the MS Mathematics program, and indirectly support the graduate

programs in the College of Education by simplifying the graduate education offerings for local mathematics teachers. In addition, the change will indirectly support the Concurrent Enrollment program, by supporting a better program for local teachers to become qualified to teach college mathematics (i.e., the MS Mathematics degree with a Mathematics Education emphasis).

6. Describe the potential faculty and staff reductions or reassignments that would result from the discontinuance.

We do not anticipate any changes to faculty workload assignments. Faculty will continue teaching the courses and advising graduate students as part of the MS Mathematics program, additionally some of these student enrollments will be from the College of Education graduate programs for in-service mathematics teachers.

7. Fiscal Impact. Using the budget template provided, identify amount, if any, which would become available for redirection as a result of discontinuance.

None. This program was initially proposed without request for resources (with primary costs of instruction shifted to summer courses), there is no formal workload attached to the administration of the program, and the discontinuance will not affect workload requirements.

IDAHO STATE UNIVERSITY

SUBJECT

Discontinuance of Non-traditional PharmD Program (NTPD)

APPLICABLE STATUTE, RULE, OR POLICY

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

ALIGNMENT WITH STRATEGIC PLAN

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. IV. Increase in postsecondary programs tied to workforce needs; and Objective B: Medical Education. V. Medical related postsecondary programs (other than nursing).

BACKGROUND/DISCUSSION

The Non-traditional PharmD program originated because of the change in pharmacy licensure requirements from the previous 5-year bachelor's degree to the doctor of pharmacy degree in 2000. This program enables previous Bachelor of Science (B.S.) graduates to expand their skills and knowledge as part-time students while maintaining their employment. After 30 years of operation, the pool of B.S. pharmacists desiring to upgrade has been exhausted. The program has fulfilled its purpose and is now at the point where it is no longer needed.

IMPACT

Fiscal impact of revenue loss has been mitigated through staff and faculty retirements and/or reassignment of responsibilities.

ATTACHMENTS

Attachment 1 –Non-traditional PharmD program proposal

STAFF COMMENTS AND RECOMMENDATIONS

Board Policy III.G.3.c.i (3) currently requires Board approval of any graduate program discontinuation regardless of fiscal impact, prior to implementation. The Council on Academic Affairs and Programs and Board staff reviewed the proposed program discontinuation and recommends Board approval.

BOARD ACTION

I move to approve the request by Idaho State University to discontinue the Non-traditional PharmD Program as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Institutional Tracking No. **2018-09**

Attachment 1

Idaho State Board of Education

Proposal for Discontinuation

Date of Proposal Submission:	October 30, 2018
Institution Submitting Proposal:	Idaho State University
Name of College, School, or Division:	College of Pharmacy
Name of Department(s) or Area(s):	Non-traditional PharmD Program (NTPD)

Program Identification for Proposed Discontinued Program:

Title:	Non-Traditional Doctor of Pharmacy
Degree/Certificate:	PharmD
Method of Delivery:	Asynchronous video didactic courses and 18 weeks of advanced practice experiences
CIP code:	51.2001
Proposed Discontinuation Date:	12-31-2019

Indicate whether this request is a <u>discontinuation</u> of either of the following:

- [ ] Undergraduate Program
- [ ] Undergraduate Certificate
- [ ] Administrative/Instructional Unit
- [ ] **CTE Program (check all that apply)**
  - [ ] Basic Technical Certificate
  - [ ] Intermediate Technical Certificate
  - [ ] Advanced Technical Certificate
  - [ ] Associate of Applied Science Degree
- [X] Graduate Program
- [ ] Graduate Certificate
- [ ] Other

College Dean (Institution)	10/24/18 Date	State Administrator	Date
Graduate Dean **(as applicable)**	Date	Academic Affairs Program Manager	Date
FVP/Chief Fiscal Officer (Institution)	10/24/18 Date	Chief Financial Officer	Date
Provost/VP for Instruction (Institution)	10/25/18 Date	Chief Academic Officer, OSBE	Date
President	10-29-18 Date	SBOE/Executive Director Approval	Date

Attachment 1

1. **Provide rationale for the discontinuance.**

   Non-traditional PharmD programs originated because of the change in pharmacy licensure requirements from the previous 5-year bachelor's degree to the doctor of pharmacy degree in 2000. This program enabled previous B.S. graduates to expand their skills and knowledge as part-time students while maintaining their employment. After 30 years of operation, the pool of B.S. pharmacists desiring to upgrade has been exhausted. The program has fulfilled its purpose and is now at point where it is no longer needed.

2. **Teach-out Plans/Options for currently enrolled students.**

   a. Describe teach-out plans for continuing students. Indicate the year and semester in which the last cohort of students was admitted and the final term the college will offer the program.

   The last cohort of students includes 6 students who have completed all requirements and are awaiting graduation in May 2019. The remaining 7 students have completed all didactic course requirements and will finish their experiential requirements by Fall semester 2019.

   b. Is there an alternative program/major or field of study? If so, please describe.

   No, there are other programs available thru other universities but their curricular structure is significantly different. All students will be accommodated through successful degree completion. No students will need to transfer.

   c. How will continuing students be advised of impending changes and consulted about options or alternatives for attaining their educational goals?

   All students currently enrolled in the NTPD program were notified in January 2015 of the timeline for program discontinuation. The last admission cohort has been diligently monitored to ensure acceptable progress.

3. **Identify similar programs offered by other public colleges/universities (Not applicable to CTE programs).**

Similar Programs offered by other Idaho institutions and by institutions in nearby states		
Institution Name	**Degree name and Level**	**Program Name and brief description if warranted**
Univ of Florida	**Non-Traditional PharmD**	**Similar program but different curricular structure**
Shenandoah Univ	**Non-Traditional PharmD**	**Similar program but different curricular structure**
Univ Of Colorado	**Non-Traditional PharmD**	**Similar program but different curricular structure**

Attachment 1

4. **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	**Headcount Enrollment in Program**				**Number of Graduates From Program**			
	FY16__	FY17__	FY18__	FY19__ (most recent)	FY16	FY17__	FY18__	FY19__ (most recent)
BSU	NA							
ISU	52	37	20	13	15	18	6	13
UI	NA							
LCSC	NA							

5. Describe the impact the discontinuance will have on (a) other programs and (b) the mission of the institution.

   No impact on other programs. The University and College of Pharmacy has fulfilled its mission to practicing pharmacists by providing an educational opportunity to expand their professional skills and abilities. The College continues to fulfill its nearly 100 year history of educating and training highly competent and caring pharmacists for Idaho and the nation.

6. Describe the potential faculty and staff reductions or reassignments that would result from the discontinuance.

   Staff and faculty reductions resulting from this program discontinuation have been met through retirements and/or reassignment to other College program needs.

7. Fiscal Impact. Using the budget template provided, identify amount, if any, which would become available for redirection as a result of discontinuance.

   Fiscal impact of revenue loss has been mitigated through staff and faculty retirements and/or reassignment of responsibilities.

Attachment 1

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		FY 20		FY 21		FY 22	
	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments	0	0						
B. Shifting enrollments	0	13						
Total Enrollment	0	13	0	0	0	0	0	0

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	$0.00	$0.00						
2. Institution Funds	$0.00	$0.00						
3. Federal	$0.00	$0.00						
4. New Tuition Revenues from Increased Enrollments	$0.00	$0.00						
5. Student Fees	$0.00	$75,600.00						
6. Other (i.e., Gifts)	$0.00	$0.00						

Attachment 1

Total Revenue	$0	$75,600	$0	$0	$0	$0	$0	$0

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		FY 20		FY 21		FY 22	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
A. Personnel Costs								
1. FTE	0.0	0.00						
2. Faculty	$0.00	$0.00						
3. Adjunct Faculty	0	$5,250.00						
4. Graduate/Undergrad Assistants	0	$0.00						
5. Research Personnel	0	$0.00						
6. Directors/Administrators	0	$0.00						
7. Administrative Support Personnel	0	$0.00						
8. Fringe Benefits	0	$0.00						
9. Other:	0	$0.00						
Total Personnel and Costs	$0	$5,250	$0	$0	$0	$0	$0	$0

Attachment 1

	FY 19		FY 20		FY 21		FY 22	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
B. Operating Expenditures								
1. Travel								
2. Professional Services								
3. Other Services								
4. Communications								
5. Materials and Supplies								
6. Rentals								
7. Materials & Goods for Manufacture & Resale								
8. Miscellaneous								
Total Operating Expenditures	$0	$0	$0	$0	$0	$0	$0	$0

	FY 19		FY 20		FY 21		FY 22	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
C. Capital Outlay								
1. Library Resources								
2. Equipment								
Total Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0

Attachment 1

	FY 19		FY 20		FY 21		FY 22	
D. Capital Facilities Construction or Major Renovation								
E. Other Costs								
Utilites								
Maintenance & Repairs								
Other								
Total Other Costs	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL EXPENDITURES:	$0	$5,250	$0	$0	$0	$0	$0	$0
Net Income (Deficit)	$0	$70,350	$0	$0	$0	$0	$0	$0

Budget Notes (specify row and add explanation where needed; e.g., "I.A.,B. FTE is calculated using…"):

I.A.B.	

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 institution's 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 December 2018 Board meeting. Since that meeting, Board staff has received twenty-nine (29) permits from Boise State University, five (5) permits from Idaho State University, two (2) permits from the University of Idaho and two (2) permits from Lewis-Clark State College.

Attachment 1 lists the alcohol permits that have been approved by the presidents since the last Board meeting.

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 _____

ATTACHMENT 1

APPROVED ALCOHOL SERVICE AT BOISE STATE UNIVERSITY January 2019 – August 2019

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Coaches Club Holiday Social	Recruiting Lounge	X		1/10/2019
Brian Regan	Morrison Center		X	1/11/2019
Pre-Concert Reception (Elton John)	President's Office	X		1/11/2019
Boise Philharmonic Reception	Morrison Center		X	1/12/2019
Kris Kristofferson & the Strangers	Morrison Center		X	1/15/2019
JP Morgan Chase Reception	Stueckle Sky Center		X	1/16/2019
Annual Agency Awards Banquet (Northwestern Mutual	Student Union Building		X	1/19/2019
Harry Potter 2 in Concert	Morrison Center		X	1/19/2019
Epionce Corporate Celebration	Stueckle Sky Center		X	1/23/2019
The King and I	Morrison Center		X	1/25/2019
Redbuilt Sales Celebration	Stueckle Sky Center		X	2/01/2019
Whose Live Anyway	Morrison Center		X	2/01/2019
Lyle Lovett & John Hiatt	Morrison Center		X	2/04/2019
Idea of Nature	Student Union Building	X		2/06/2019
(re)Define	Morrison Center		X	2/08/2019
Idea of Nature	Student Union Building	X		2/14/2019
Boise Chamber CEO Reception	Benjamin Victor Art Studio and Gallery	X		2/19/2019
Alumni board of Directors Quarterly Board Meeting	Alumni and Friends Center	X		2/20/2019
Barrister's Ball	Stueckle Sky Center		X	3/08/2019
Idea of Nature	Student Union Building	X		3/13/2019
Henry's Fork Gala	Stueckle Sky Center		X	3/29/2019
Catsino 2018	Student Union building		X	3/29/2019

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Idea of Nature	Student Union Building	X		4/17/2019
St. Luke's Foundation Reception	Stueckle Sky Center		X	4/17/2019
Boise Thorms and Timbers Annual Auction and Gala	Student Union Building		X	4/19/2019
Roosevelt Spring Fling Auction	Stueckle Sky Center		X	4/27/2019
Clear Creek Reception	Stueckle Sky Center		X	5/22/2019
2019 Family Medicine Residency of Idaho Graduation	Student Union Building		X	6/29/2019
Benski-Wittery Wedding Reception	Stueckle Sky Center		X	8/10/2019

APPROVED ALCOHOL SERVICE AT IDAHO STATE UNIVERSITY December 2018 – August 2019

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Stecklein-Lopez Wedding Reception	Stephens Performing Arts Center		X	12/22/2018
Symphony Dinner Concert	Stephens Performing Arts Center		X	2/08/2019
Symphony Concert and Reception	Stephens Performing Arts Center		X	4/26/2019
College of Science and Engineering Dean's Reception	Student Union Building	X		5/03/2019
Tocher Wedding	Quad Lawn		X	8/03/2019

APPROVED ALCOHOL SERVICE AT UNIVERSITY OF IDAHO September 2018 – February 2019

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Gritman Employee Appreciation Banquet	Bruce Pitman Center		X	1/12/1019
Lionel Hampton Jazz Festival	Litehouse	X		2/22-23/2019

APPROVED ALCOHOL SERVICE AT LEWIS-CLARK STATE COLLEGE January 2019

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
ICA Fellowship, Body Positive Exhibit Opening	Center for Arts and History	X		2/01/2019
BDL Annual Meeting Reception	Center for Arts and History		X	2/05/2019

BOISE STATE UNIVERSITY

SUBJECT
Faculty Senate Constitution Amendments

APPLICABLE STATUTE, RULE, OR POLICY
Idaho State Board of Education Governing Policies & Procedures, Section I.S.

ALIGNMENT WITH STRATEGIC PLAN
Board of Trustees Governance Item

BACKGROUND/DISCUSSION
In November 2018, the Faculty of Boise State University ratified two Amendments to the Faculty Senate Constitution.

Currently, the Teaching and Research Faculty, nearly all of whom are Lecturers, share one senator, and adjuncts have one non-voting senator. These amendments would provide for the representation of the teaching and research faculty with 1 senator for every 50 faculty members (1:50). This is the same ratio as for clinical faculty, while the ratio for tenure-eligible faculty is 1:25. The second would give the single representative for adjuncts a vote. The senate has expressed the belief that these changes better reflect the composition of Boise State University's faculty, and provide for a Senate better able to represent all colleges.

In more detail, these are the proposed amendments:

Amendment #1 – Currently, one Adjunct/Affiliated Faculty representative may sit at all Senate meetings and participate in discussions, but cannot vote. The Faculty Senate approved including a vote for this representative to create a more inclusive representation from campus constituents. The changes include four separate red-lined portions of the Constitution: Article II, Article II(6), and Article V(4,5); an addition of the two-term language is added to Article V(3)(b) for Clinical Faculty.

Amendment #2 – Currently, there is only one representative for all teaching-only (lecturers) and research faculty. The Faculty Senate approved the use of a ratio of 1:50 for representation, which is similar to the ratio for clinical faculty representation on the Faculty Senate. The change is red-lined in Article V(2) of the Constitution.

IMPACT
Approval of the amendments to the Boise State University Faculty Constitution would provide for broader recommendation on the faculty senate.

ATTACHMENTS

Attachment 1 – Proposed amendments to the Faculty Senate Constitution of Boise State University

STAFF COMMENTS AND RECOMMENDATIONS

Board Policy I.S. authorizes the faculty senate to establish written bylaws, a constitution, or necessary procedures for making recommendation to the chief executive officer as a part of the decision-making process of the institution. The written bylaws or constitution are required to be approved by the Board. The proposed amendments do not conflict with Board policy and allow for broader representation of the various types of faculty working at Boise State University.

Staff recommends approval.

BOARD ACTION

I move to approve proposed amendments to the Boise State University Faculty Senate Constitution.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ATTACHMENT 1

Boise State University
Faculty Senate Constitution
Amended: ~~May 2016~~ November 2018
Effective Date: Upon Board Approval

PREAMBLE
To facilitate communication, understanding, and cooperation among the officers of Boise State University, and to ensure the orderly development of educational programs and policies committed to our trust, we, the President and Faculty of Boise State University, do hereby subscribe to this constitution establishing principles of organization, authority, and responsibility of the Boise State University Faculty. In adopting this constitution the President and Faculty of Boise State University affirm our belief in academic freedom and responsibility as specified in the Idaho State Board of Education policy (Section III.B, April 2002) and the American Association of University Professors 1940 Statement of Principles on Academic Freedom and Tenure.

Whereas, institutions of higher education are established for the common good and not to further the interest of either the individual teacher or the institution as a whole, and the common good depends upon the free search for truth and its free exposition through scholarship. Academic freedom is essential to these purposes and applies to teaching, research, and service. Academic freedom in teaching is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. Academic freedom in research is fundamental to the advancement of truth. Academic freedom in service is fundamental to the advancement of the common good and the development of educational programs and policies. Academic freedom should not be abridged or abused. Academic freedom carries with it duties correlative with rights.

Faculty are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject.

Faculty are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
Faculty are entitled to speak or write freely without institutional discipline or restraint on matters pertaining to faculty governance and development of educational programs and policies. College and university teachers are citizens, members of a learned profession, and officers of the educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.

Article I: Name
The Boise State University faculty as defined by Article II shall be referred to throughout this document as “the Faculty”.

ATTACHMENT 1

Article II: Membership
The Faculty of the University shall comprise five categories of members hereinafter referred to as: 1) Tenure/Tenure Eligible Faculty, 2) Teaching Faculty, 3) Clinical Faculty, 4) Research Faculty, and 5) Administrative Faculty.
Associated faculties constitute a sixth category: 6) Adjunct, Affiliate, and Visiting Faculty.~~; members have the privilege of participation without vote in meetings of the University faculty.~~

Section 1: Tenure/Tenure Eligible Faculty

The Tenure/Tenure Eligible Faculty of the University will include all Tenure-track and Tenured Faculty with appointments as Professor, Associate Professor, Assistant Professor, Instructor, Departmental Chairpersons and professional librarians other than the Dean of the University Libraries.

Section 2: Teaching Faculty

The Teaching Faculty of the University will include all persons with appointments as Lecturer, Associate Lecturer, Assistant Lecturer.

Section 3: Clinical Faculty

The Clinical Faculty of the University will include all persons with appointments as Clinical Professor, Associate Clinical Professor, Assistant Clinical Professor and Clinical Instructor.

Section 4: Research Faculty

The Research Faculty of the University will include all persons with appointments as Research Professor, Associate Research Professor, and Assistant Research Professor.

Section 5: Administrative Faculty

The Administrative Faculty of the University will include the President of the University; the Provost of the University; administrative Vice Presidents; executive Heads or Deans of Colleges, Schools, Units, Divisions, Supportive Services, and the Library; and all such permanent administrative officials so designed by the President of the University and the State Board of Education.

Section 6: Adjunct, Affiliate, and Visiting Faculty

The Adjunct, Affiliate, and Visiting Faculty include those faculty with a limited contractual relationship with the University, including part-time (adjunct), non-compensatory (affiliate), and visiting faculty. ~~This category of faculty is not eligible to vote in faculty-wide deliberations or to have interest-group based representation on Faculty Senate.~~ Individuals in this category are not part of The Faculty.

Article III: Powers and Authority
Section 1: General; Recommendations are made to the President and the Provost and Vice President of Academic Affairs of the University.

a. The Faculty will provide recommendations on matters of educational policy within the limits prescribed by federal and state law and the regulations of the Idaho State Board of Education. Educational policy pertains to such matters as curricula, methods of instruction, facilities and materials for instruction, standards for admission and retention of students, and criteria for the granting of degrees. It also includes those aspects of student life that relate directly to the educational process including the establishment of regulations concerning financial aid, academic performance, extracurricular activities, and freedom of action and expression.

b. The Faculty will recommend policies and procedures governing the performance of research, scholarship and creative activities.

c. The Tenure/Tenure Eligible and Administrative Faculty will recommend policies and procedures governing faculty appointment, tenure, and promotion.

d. The Faculty will normally function through its representative body, the Faculty Senate (see Article V). However the Faculty will also have the rights of initiative and referendum, as specified in Article IV: Section 2e, Article V: Section 3d, and in Article VI: Section 1.

Section 2: College, Division, Unit, Department, and the Library

Within the limits of policies approved by the Idaho State Board of Education, the policies and practices within the particular College, Division, Department, or the Library will be determined by the Tenure/Tenure Eligible and Administrative Faculty of the specific College, Division, Department, or the Library and will normally be implemented by the interested Dean or Chairperson.

Article IV: Organization of the Faculty

Section 1: Officers

a. Presiding Officer

The President of the Faculty Senate or his or her designee will preside at the meetings of the Faculty Senate, and will oversee the reporting and distribution of the non-transcripted summary of the meeting. Upon completion of a one-year term, the President of the Faculty Senate will serve an additional year as past President.*

b. Vice President to the Faculty

The Vice President of the Faculty Senate (Article V, Section 3, a.1) will be the presiding officer of the Senate in the absence of the President of the Faculty Senate, will chair the Nominating Committee, and will be a member of the Steering Committee. In the event the President of the Faculty Senate is unable or unwilling to fulfill his/her duties, the Vice President will preside over the Senate until such time as the President is able to resume his/her duties or the President's original term expires. The Vice President of the Faculty Senate will administer, record, and report within that period specified in the Bylaws of this constitution to the Faculty (Article IV, Section 2). Following the completion of a one-year elected term, the Vice President will be the successor to the presidency of the Faculty Senate for a period of one year, provided a simple majority of the Senators present and voting are in agreement.* If a simple majority is not obtained, another nominee may be selected and voted into the position of President with a simple majority of the Senate present and voting.

c. Past President to the Faculty

The past President to the Faculty Senate will serve as a member of the Steering Committee and as an advisor to the President and Vice President of the Faculty Senate. They may be either a current member of the Senate or hold an ex-officio seat on the Senate.

*In the event the President and Vice President of the Faculty Senate are nominated, agree to serve, and are voted for by a simple majority of the Senators present and voting, subsequent terms of office will be allowed.

Section 2: Meetings of the Faculty

a. Schedule

Meetings of the Faculty may be called by the President of the University or the President of the Faculty Senate. The President of the Faculty Senate must call a meeting at the written petition of ten percent of the Faculty or a majority vote of the Senate.

b. Notice

Written notice of each meeting shall be circulated to the Faculty at least one week prior to the date of the meeting. The agenda for each meeting will be attached to the notice.

c. Quorum

Twenty-five percent of the Faculty constitute a quorum. Members must be physically present at such a meeting. Proxy votes will not be recognized for absent individuals.

The Office of the Provost and Vice President for Academic Affairs will provide on September 1 the number of the Faculty as described in Article II.

d. Procedure

Each member of the Faculty will have a free and equal voice in all deliberations. Each member of the Faculty will be entitled to one vote. Any member of the Faculty may submit agenda items to the Faculty Senate President. Such items must be received at least one week prior to a scheduled meeting. In the absence of special regulations to the contrary, the most recent edition of Robert's Rules of Order as designated by the President of the Faculty Senate shall govern the procedure of all meetings of the Faculty

e. Faculty Review of Senate or Presidential Action

(1) The Faculty may contest an action taken by the Faculty Senate or a failure to act on an initiative petition. To override a specific action of the Faculty Senate, the Faculty may conduct a vote. A two-thirds majority among the voters will override a Faculty Senate action. A majority of those present and voting at a meeting may call for a vote of the Faculty. According to the provisions of Article V, Section 3d, such ballot will be accompanied by the minutes of the meeting sent to each member of the Faculty. The Vice President of the Faculty Senate will administer record and report the vote within that period specified in the bylaws of this constitution.

(2) The Faculty may contest a University Presidential action. A two-thirds majority among the voters will be required to contest an action of the University President. The President of the Faculty Senate will communicate the results of a contested action to the Idaho State Board of Education if a two-thirds margin is achieved.

f. Financial Support

Financial support will be provided by the Office of the Provost in negotiation with the President of the Faculty Senate.

Article V: The Faculty Senate

Section 1: Membership

a. Composition

(1) Tenure/Tenure Eligible Faculty; Voting Members

(a) Each College, Unit, or Division will be entitled to at least two Tenure/Tenure Eligible Faculty representatives to the Faculty Senate except the library which will be entitled to at least one Tenure/Tenure Eligible Faculty representative. Tenure/Tenure Eligible Faculty representatives will be elected by the Tenure/Tenure Eligible Faculty in the College, Unit, or Division of the University.

(b) Senate representation will be determined on the ratio of one Senator per 25 Tenure/Tenure Eligible Faculty in the College, Unit, or Division of the University with the exception of the Graduate College which will have no more than two Senators.

(c) Every January at the first meeting of the spring semester, the Provost will provide the Faculty Senate with data on faculty membership. The Faculty Senate will review the apportionment of the Faculty from each College, Unit, or Division, and adjust apportionment as necessary to meet constitutional membership.

(2) Teaching and Research Faculty; Voting Members

(a) Teaching and Research Faculty ~~will have one voting representative on the Faculty Senate~~ representation on the Faculty Senate will be

determined on the ratio of one Senator per 50 Teaching and Research Faculty.

(b) Teaching and Research Faculty representatives will serve two-year terms.

(3) Clinical Faculty; Voting Members

(a) Clinical Faculty Senate representation will be determined on the ratio of one Senator per 50 Clinical Faculty.

(b) Clinical Faculty representatives will serve two-year terms.

(4) Adjunct, Affiliate, and Visiting Faculty; Voting Member

(a) Adjunct, Affiliate, and Visiting Faculty will collectively have one Senate representative.

(b) Adjunct, Affiliate, and Visiting Faculty representatives will serve two-year terms.

~~(4)~~ (5) Nonvoting Members

(a) The President of ASBSU or his or her designee.

(b) The President of the University or his or her designee.

(c) The Dean or Head of each College, Unit or Division and Library.

b. Selection

(1) Tenure/Tenure Eligible Faculty

(a) Tenure/Tenure Eligible Faculty Senators will be elected by each College, Unit or Division of the University.

(2) Teaching and Research Faculty

(a) The process of electing Teaching and Research Faculty Senators will be established in the Senate Bylaws.

(3) Clinical Faculty

(a) The process of electing Clinical Faculty will be established in the Senate Bylaws.

c. Term of Office

Elected members normally will serve for two years. Initially, provision shall be made for rotating terms of office so that one half of the elected-chairs will be vacated each year. Recall of any Tenure/Tenure Eligible or Administrative Faculty elected members of the Senate will be considered only at a meeting of the Tenure/Tenure Eligible and Administrative Faculty from the College, Unit or Division that elected the Senator, called for such a purpose at least one week in advance of the meeting date. Approval will require an affirmative vote of two-thirds of the Tenure/Tenure Eligible and Administrative Faculty from that College, Unit or Division who are present at that meeting.

Recall of any elected Clinical Faculty members of the Senate will be considered only at a meeting of the Clinical Faculty at least one week in advance of the meeting date. Approval will require an affirmative vote of two-thirds of the Clinical Faculty who are present at that meeting.

d. Responsibility

All members of the Senate are uninstructed representatives. Having sought the counsel and advice of their colleagues, Senate members will be free to exercise their own judgment on matters of decision and vote.

e. Restructuring

Newly created Colleges, Units, and Divisions of the University will be represented as provided in Article V, Section I a. (1-3). Implementation will be in accordance with the Bylaws of the Faculty Senate.

Section 2: Authority and Functions of the Faculty Senate

a. Authority

The Faculty Senate will have the authority and responsibility to act for and in behalf of the Faculty. Actions of the Faculty Senate will be effective without approval of the Faculty except that such actions will be subject to challenge, by the Faculty (as specified in Article IV, Section 2, Paragraph e) or by the President of the University.

b. Functions

Within the framework established by the Idaho State Board of Education, the Faculty Senate will, as the representative body of the Faculty:

(1) Recommend to the President and Provost and Vice President of academic affairs requirements for admission and for degrees.

(2) Act upon all new courses and curricula, changes in established curricula, and curricular policies involving relationships between Colleges, Units, or Divisions.

(3) Recommend to the President and Provost and Vice President of academic affairs criteria for academic rank, tenure, and professional welfare.

(4) Provide for the review and mediation of disputes involving professional ethics and grievances.

(5) Recommend to the President and Provost and Vice President of academic affairs policies and procedures governing the performance of research, scholarship and creative activities.

(6) Maintain such committees and councils as are necessary for the implementation of Article III, Section 1, of this constitution.

(7) Receive and consider reports from committees and councils and take appropriate action thereon.

(8) Inform the Faculty of its actions.

Section 3: Organization of the Senate

a. Officers

(1) The Senate shall elect annually from among its academic members a President and Vice President.

b. Meetings

(1) Regular and special meetings of the Faculty Senate will be held throughout the academic year at times specified in the bylaws.

(2) Regular and special meetings of the Faculty Senate are open.

(3) Non-Senate members may only address the Senate when called upon by the Faculty Senate presiding officer.

(4) Executive session of the Faculty Senate may be called for by the President of the Faculty Senate. An Executive session is a closed meeting of the Steering Committee.

c. Rules

The Faculty Senate is empowered to make rules governing its own organization and procedure subject to the conditions of this Constitution and the following:

(1) A simple majority of voting members of the Senate will constitute a quorum. If quorum is lost, the meeting will be immediately adjourned and the discussion will continue at the next regularly scheduled meeting or special session of the Faculty Senate.

(2) All actions of the Senate will be by simple majority of members present and voting, unless otherwise specified in the bylaws.

(3) A digest of the Senate meeting minutes will be distributed to the Faculty without delay.

d. Agenda

At least one week prior to any Senate meeting, the President of the Faculty Senate will publish an agenda and distribute the agenda to the Faculty. Any Senator may submit

items for the agenda. Any item submitted by at least ten percent of the Faculty through petition of whose signers half must be Tenure/Tenure Eligible and Administrative Faculty must be placed on the agenda for the next regular Senate meeting. Items not on the agenda of a given meeting may not be brought to formal vote at that meeting without unanimous consent of those present.

Article VI: Amendment
Section 1: Of the Constitution
Amendments may be proposed by either:

a. A two-thirds vote of the Senate present and voting, or
b. Twenty percent of the Faculty through initiative petition presented to the President of the Senate.

The proposed amendment to the constitution will be placed on the agenda on the next regular meeting of the Senate for open discussion, a written copy of the proposed amendment, including explanation and justification, will be distributed to each member of the Faculty, after which it will be submitted to a special meeting of the Faculty. An amendment thus submitted will become part of the constitution when approved by secret ballot by a two-thirds majority vote of the Faculty.

Section 2: Of the Bylaws
The Bylaws of the Faculty Senate may be amended by a two-thirds vote of the Senate, present and voting.

PROFESSIONAL STANDARDS COMMISSION

SUBJECT

College of Idaho – Idaho State Program Approval Review Team Report and the Council for Accreditation of Educator Preparation (CAEP) Site Visit Report

REFERENCE

August 2011	Board accepted the Professional Standards Commission's recommendation to accept the 2011 College of Idaho State team program approval report thereby granting approval of the Elementary Education, Secondary Education, English Language Arts, Mathematics, Social Studies, Government/ Civics, History, Science, and Biology programs at The College of Idaho; and granting conditional approval of the Physics program at The College of Idaho, as submitted.
August 2011	Board accepted the Professional Standards Commission's recommendation to accept The College of Idaho rejoinder to the State Team Report and grant approval of the Chemistry program at The College of Idaho, as submitted.

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-114, 33-1254, 33-1258; Idaho Code
Idaho Administrative Code, IDAPA 08.02.02, Section 100 - Official Vehicle for the Approval of Teacher Preparation Programs

ALIGNMENT WITH STRATEGIC PLAN

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

BACKGROUND/DISCUSSION

The Professional Standards Commission (PSC) is tasked with reviewing all State Board-approved teacher preparation programs. From April 15-17, 2018, the PSC convened a State Review Team composed of eight (8) content experts and two (2) state observers to conduct a full unit review of The College of Idaho educator preparation program. As part of this review process, the Council for the Accreditation of Educator Preparation (CAEP) held a concurrent review with a separate CAEP Review Team.

The purpose of the on-site review was to determine if sufficient evidence was presented indicating that candidates at The College of Idaho meet state standards for initial certification. The standards used to validate the Institutional Report were the State Board of Education-approved *Idaho Standards for the*

Initial Certification of Professional School Personnel. State Board-approved knowledge, performance, and disposition indicators were used to assist team members in determining how well standards were being met. Idaho Core Teaching Standards, State Specific Requirements, as well as individual program foundation and enhancement standards were reviewed.

Team members looked for a minimum of three applicable pieces of evidence provided by the institution to validate each standard. This evidence included but was not limited to: undergraduate candidate portfolios (hard copies); fifth-year internship portfolios (digital); candidate/completer personal files; syllabi for required coursework (both undergraduate and fifth-year internship); College of Idaho course catalog course descriptions; completed assignments from coursework; assignment descriptors, rubrics, and exams; interviews with candidates, completers, college faculty, local administrators, lead and cooperating teachers, adjunct faculty, and college supervisors; and observations of candidates and completers at partner K-12 schools as arranged by college. In addition, all evidence linked in The College of Idaho's State Report was viewed and utilized as appropriate.

After the site visit and review of the State and CAEP Reports, The College of Idaho submitted rejoinders to both reports, as well as supporting documentation. The Standards Committee of the PSC reviewed all documents at a Special Meeting on October 11, 2018 and the PSC meeting on November 15, 2018.

The rejoinder to the State Report addresses the following programs: Elementary Education, English Language Arts, Mathematics, Foundations of Visual and Performing Arts, Music, and State Specific Requirements (Standards 1, 3, 4). The Standards Committee studied the reports and recommended to the full PSC that World Languages, Visual Arts, Drama, and Mathematics remain as "Not Approved." In their rejoinder, The College of Idaho states that they accept the findings for World Languages, Visual Arts, and Drama; and as such, "will no longer seek to license candidates to teach" these areas. The Standards Committee did not find sufficient evidence in the rejoinder to move Mathematics or State Specific Requirements (Standards 3 and 4) from "Not Approved" to "Conditionally Approved." The Standards Committee did find sufficient evidence to move the State Specific Requirements (Standard 1), Elementary Education, English Language Arts, Foundations of Visual and Performing Arts, and Music from "Not Approved" to "Conditionally Approved."

The rejoinder to the CAEP Report addresses CAEP Standards 1-5. The Standards Committee of the PSC studied the rejoinder and supporting documents and recommended the full PSC grant The College of Idaho "Conditional Approval" for CAEP.

The Standards Committee of the PSC also discussed and ultimately recommended that The College of Idaho be required to submit annual reports to

further support continuous improvement, systematic changes, and alignment with the most recent CAEP and State educator preparation standards.

Therefore, at the full PSC meeting on November 16, 2018, the PSC voted to recommend acceptance of the CAEP State Team Report and State Review Team Report as written, with the following changes:

Moving the CAEP Program Approval to Conditional Approval for the unit on Standards 1 – 5.

For the State Program Approval, the PSC recommends the following individual program approval changes:

1. State Specific Requirement Standard One: Change from Not Approved to Conditionally Approved
2. Elementary Education: Change from Not Approved to Conditionally Approved
3. English Language Arts: Change from Not Approved to Conditionally Approved
4. Visual and Performing Arts Foundation Standards: Change from Not Approved to Conditionally Approved
5. Music: Change from Not Approved to Conditionally Approved

Additionally, in preparation for the State Mid-Cycle Focus Review in Spring 2021, the PSC recommends The College of Idaho submit Annual Reports to the PSC on June 1, 2019 and June 1, 2020 (following the *Standards for Initial Certification of Professional School Personnel for Program Reviews* after July 1, 2020).

IMPACT

The recommendations in this report will enable The College of Idaho to continue to prepare teachers in the best possible manner, ensuring that all state and CAEP teacher preparation standards are being effectively embedded in their teacher preparation programs.

ATTACHMENTS

Attachment 1 – 2018 College of Idaho Final State Report
Attachment 2 – The College of Idaho Rejoinder to the 2018 State Report
Attachment 3 – The College of Idaho 2018 CAEP Final Report
Attachment 4 – The College of Idaho Rejoinder and Response to the 2018 CAEP Report

STAFF COMMENTS AND RECOMMENDATIONS

Pursuant to Section 33-114, Idaho Code, the review and approval of all teacher preparation programs in the state is vested in the State Board of Education. The program reviews are conducted for the Board through the Professional Standards Commission (Commission). Recommendations are then brought forward to the Board for consideration. The review process is designed to ensure the programs are meeting the Board-approved standards for Initial

Certification of Professional School Personnel (Certification Standards) for the applicable program areas. Certification Standards are designed to ensure that educators are prepared to teach the state content standards for their applicable subject areas and are up-to-date on best practices in various teaching methodologies.

Current practice is for the Commission to review new programs and make recommendations to the Board regarding program approval. New program reviews are conducted through a "Desk Review" and do not include an on-site review. The Commission review process evaluates whether or not the programs meet or will meet the approved Certification Standards for the applicable certificate and endorsement area. The Commission may recommend to the Board that a program be "Approved," "Not Approved," or "Conditionally Approved." Programs conditionally approved are required to have a subsequent focus visit. The focus visit is scheduled three years following the conditional approval, at which time the Commission forwards a new recommendation to the Board regarding approval status of the program.

Once approved by the Board, candidates completing these programs will be able to apply for a Standard Instructional Certificate with an endorsement in the area of study completed.

BOARD ACTION

I move to accept the recommendation of the Professional Standards Commission to accept the CAEP State Team Report for College of Idaho with the following changes:

Move CAEP Program Approval to Conditional Approval for the unit on Standards 1 – 5.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation of the Professional Standards Commission to accept the State Review Team Report for College of Idaho with the following individual program approval changes:

1. State Specific Requirement Standard One: Change from Not Approved to Conditionally Approved
2. Elementary Education: Change from Not Approved to Conditionally Approved
3. English Language Arts: Change from Not Approved to Conditionally Approved
4. Visual and Performing Arts Foundation Standards: Change from Not Approved to Conditionally Approved
5. Music: Change from Not Approved to Conditionally Approved

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation of the Professional Standards Commission to grant conditional approval to the College of Idaho Educator preparation programs as contained herein and to require the College of Idaho to submit annual reports to the Commission on June 1, 2019 and June 1, 2020. The reports will follow the 2020 *Idaho Standards for Initial Certification of Professional School Personnel*.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho Educator Preparation Full Unit Program Review

STATE TEAM REPORT

COLLEGE OF IDAHO

APRIL 15-17, 2018

Professional Standards Commission
Idaho State Board of Education
Idaho State Department of Education

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INTRODUCTION

The purpose of the on-site review was to determine if sufficient evidence was presented indicating that candidates at College of Idaho meet state standards for initial certification. An eight (8) member state program approval team, accompanied by two (2) state observers, conducted the review. The standards used to validate the Institutional Report were the State Board of Education approved *Idaho Standards for the Initial Certification of Professional School Personnel*. State Board approved knowledge and performance and disposition indicators were used to assist team members in determining how well standards were being met. Idaho Core Teaching Standards, State Specific Requirements, as well as individual program foundation and enhancement standards were reviewed.

Team members looked for a minimum of three applicable pieces of evidence provided by the institution to validate each standard. This evidence included but was not limited to: undergraduate candidate portfolios (hard copies); 5th year internship portfolios (digital); candidate/completer personal files; syllabi for required coursework (both undergraduate and 5th year internship); College of Idaho course catalog course descriptions; completed assignments from coursework as provided through EPP State Report and on-site visit; assignment descriptors, rubrics, and exams as linked through EPP State Report; interviews with candidates, completers, college faculty, local administrators, lead and cooperating teachers, adjunct faculty, and college supervisors (see attached list of names at end of report); observations of candidates and completers at Caldwell HS, Compass Charter HS, Sage Valley MS, Wilson Elementary, and White Pine Elementary as arranged by college. In addition, all evidence linked in College of Idaho's State Report were viewed and utilized as appropriate.

The following terms are defined by the Council for Accreditation of Educator Preparation (CAEP), a national educator preparation accrediting body, and used throughout this report.

- **Candidate**. An individual engaged in the preparation process for professional education licensure/certification with an educator preparation provider (EPP).
- **Completer**. Any candidate who exited a preparation program by successfully satisfying the requirements of the EPP.
- **Student**. A learner in a P-12 school setting or other structured learning environment but not a learner in an EPP.
- **Educator Preparation Provider (EPP)**. The entity responsible for the preparation of educators including a nonprofit or for profit institution of higher education, a school district, an organization, a corporation, or a governmental agency.
- **Program**. A planned sequence of academic courses and experiences leading to a degree, a recommendation for a state license, or some other credential that entitles the holder to perform professional education services in schools. EPPs may offer a number of program options (for example, elementary education, special education, secondary education in specific subject areas, etc.).
- **Dispositions**. The habits of professional action and moral commitments that underlie an educator's performance (InTASC Model Core Teaching Standards, p. 6.)

PROGRAM APPROVAL RECOMMENDATIONS

Standards/Program	Recommendation	Notes
Idaho Core Teaching Standards	☐ Approved ☒ Conditionally Approved ☐ Not Approved	
State Specific Requirements Standard 1: Instructional Shifts for Language Arts	☐ Approved ☐ Conditionally Approved ☒ Not Approved	
State Specific Requirements Standard 2: Idaho Comprehensive Literacy Standards	☒ Approved ☐ Conditionally Approved ☐ Not Approved	
State Specific Requirements Standard 3: Instructional Shifts for Mathematics	☐ Approved ☐ Conditionally Approved ☒ Not Approved	
State Specific Requirements Standard 4: Instructional Technology and Data Literacy	☐ Approved ☐ Conditionally Approved ☒ Not Approved	Instructional Technology portion of this requirement was acceptable. Data Literacy portion was not.
State Specific Requirements Standard 5: Clinical Practice and Performance Assessments	☒ Approved ☐ Conditionally Approved ☐ Not Approved	
State Specific Requirements Standard 6: IDAPA Rule Certification Requirements	☒ Approved ☐ Conditionally Approved ☐ Not Approved	
Bilingual Education and English as a New Language	☐ Approved ☒ Conditionally Approved ☐ Not Approved	
Elementary Education	☐ Approved ☐ Conditionally Approved ☒ Not Approved	
English Language Arts	☐ Approved ☐ Conditionally Approved ☒ Not Approved	
Mathematics	☐ Approved ☐ Conditionally Approved ☒ Not Approved	
Science Foundation Standards	☐ Approved ☒ Conditionally Approved	

Standards/Program	Recommendation	Notes
	☐ Not Approved	
Biology	☐ Approved ☒ Conditionally Approved ☐ Not Approved	
Chemistry	☐ Approved ☒ Conditionally Approved ☐ Not Approved	
Physics	☐ Approved ☒ Conditionally Approved ☐ Not Approved	
Social Studies Foundation Standards	☐ Approved ☒ Conditionally Approved ☐ Not Approved	
Government and Civics	☐ Approved ☒ Conditionally Approved ☐ Not Approved	
History	☐ Approved ☒ Conditionally Approved ☐ Not Approved	
Visual and Performing Arts Foundation Standards	☐ Approved ☐ Conditionally Approved ☒ Not Approved	
Music	☐ Approved ☐ Conditionally Approved ☒ Not Approved	
Drama	☐ Approved ☐ Conditionally Approved ☒ Not Approved	
Visual Arts	☐ Approved ☐ Conditionally Approved ☒ Not Approved	
World Languages	☐ Approved ☐ Conditionally Approved ☒ Not Approved	

STATE PROGRAM APPROVAL RUBRICS

The *Idaho Standards for Initial Certification of Professional School Personnel* provide the framework for the approval of educator preparation programs. As such, the standards set the criteria by which teacher preparation programs are reviewed for state program approval.

The following rubrics are used to evaluate the extent to which educator preparation programs prepare educators who meet the standards. The rubrics are designed to be used with each individual preparation program (i.e., Elementary, Special Education, Secondary English, Secondary Science–Biology, etc.).

The rubrics describe three levels of performance, unacceptable, acceptable, and exemplary for each of the Idaho Standards for Initial Certification. The rubrics shall be used to make holistic judgments. Elements identified in the rubrics provide the basis upon which the State Program Approval Team evaluates the institution's evidence that candidates meet the Idaho standards.

Unacceptable	Acceptable	Exemplary
• The program provides evidence that candidates meet fewer than 75% of the indicators.	• The program provides evidence that candidates meet 75%-100% of the indicators • The program provides evidence candidates use assessment results in guiding student instruction.	• The program provides evidence that candidates meet 100% of the indicators. • The program provides evidence of the use of data in program improvement decisions. • The program provides evidence of at least three (3) cycles of data of which must be sequential.

IDAHO CORE TEACHING STANDARDS

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 identifies readiness for learning, and understands how development in any one area may affect performance in others.

1(d) 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.

Standard 1 Learner Development	***Unacceptable***	***Acceptable***	***Exemplary***
1.1 Knowledge		X	

1.1 Analysis – Syllabi from PSYC 221 and EDU304 identify attention to learner differences and development. Assignments like the "50 strategies" guide candidates through understanding multiple instructional strategies to meet learner needs. Attention to the GLAD framework for language development pedagogy is addressed in one course and was discussed by candidates during interviews. Assessment for readiness and modifying instruction based on learner needs had limited evidence.

Sources of Evidence

- PSYC 221 Syllabus
- EDU 430 Syllabus
- EDUC 304 Syllabus
- Candidate interview responses implied knowledge

Performance

1(e) 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.

1(f) 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.

1(g) The teacher collaborates with families, communities, colleagues, and other professionals to promote learner growth and development.

Standard 1 Learner Development	***Unacceptable***	***Acceptable***	***Exemplary***
1.2 Performance		X	

1.2 Analysis – Electronic portfolios and candidate interviews provided evidence that teacher candidates understand learner development. The lesson plan template contains a differentiation/modification for student needs category; however, very few lesson plan examples containing this were provided. A candidate shared experiences where she planned small group centers and stations in her classroom and structures for extra supports for students who need it. There was no evidence of diagnostic assessments for creating developmentally appropriate instruction outside of a learner interest inventory (blank assignment page from a course).

Sources of Evidence

- Candidate interviews
- Course syllabi
- Participation in some community events for collaboration evidenced in pictures and some candidate interviews

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 the input and contributions of families, colleagues, and other professionals in understanding and supporting each learner's development.

Standard 1 Learner Development	***Unacceptable***	***Acceptable***	***Exemplary***
1.3 Disposition	X		

1.3 Analysis –*Candidate interviews and some candidate reflection papers evidenced a respect for learner development. Candidates also expressed excitement for supporting different learner growth and development. One teacher of record adapted her P.E. instruction to provide modifications for students with special needs. Candidates valued partnerships with lead teachers and sharing information for developing instructional plans. Insufficient evidence was provided to*

identify planning instruction based on an assessment of learner need – in particular for typical student misconceptions. A blank dispositions rubric was shared. No formal process for applying the rubric in connection to differentiating or advocating for learner needs was provided.

Sources of Evidence

- *Candidate interviews*
- *Few candidate reflection papers*

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 second language acquisition processes and knows how to incorporate 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 language, culture, family, and community values.

2(e) The teacher knows how to access information about the values of diverse cultures and communities and how to incorporate learners' experiences, cultures, and community resources into instruction.

Standard 2 Learning Differences	***Unacceptable***	***Acceptable***	***Exemplary***
2.1 Knowledge		X	

2.1 Analysis – Course syllabi identify attention to valuing diverse cultures and how candidates can access information about the values of diverse cultures and communities and incorporate learners' experiences, cultures, and community resources into instruction. Candidates expressed the capacity for planning instruction with multiple instructional strategies. GLAD framework was shared for planning instruction to meet language acquisition processes and needs. Portfolios include reflection on planning based on individual candidate learning needs.

Sources of Evidence

- EDU 534 Syllabus
- TRIBE curriculum in one course
- Candidate interviews

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, and 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.

Standard 2 Learning Differences	***Unacceptable***	***Acceptable***	***Exemplary***
2.2 Performance		X	

2.2 Analysis – Candidate interviews demonstrated attention to tools for language development in planning and instruction (GLAD)[2j] and learning about modifications via attending one IEP meeting in their clinical placement. One candidate reflection identified a modification for a learner to demonstrate math performance without reading the story problems [2h]. Candidate interviews and reflections demonstrated they had access to knowledge about learner's personal, family, community experiences and cultural norms. Limited evidence was provided that directly connected to candidate performance in any indicator area. Rationales did claim reasonable expectations performance would occur in a satisfactory manner. Further evidence outlining how this performance standard is met in connection to candidate or completer performance and authentic preK-12 examples is merited.

Sources of Evidence

- Candidate interviews
- Portfolios
- Lead Teacher interviews

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.

Standard 2 Learning Differences	***Unacceptable***	***Acceptable***	***Exemplary***
2.3 Disposition		X	

2.3 Analysis – Candidate interviews and reflections indicate it could be reasonable to assume "the teacher believes that all learners can achieve at high levels and persists in helping each learner reaching his/her full potential" [2l]. Additionally, 2m, 2n and 2o are implied through course syllabi and a few candidate reflections. Limited evidence was provided demonstrating explicit connection to candidate capacity or completer performance connected to Standard 2 dispositions.

Sources of Evidence

- Portfolio reflections
- Candidate interviews
- Lead Teacher interviews

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.
3(b) The teacher knows how to help learners work productively and cooperatively with each other to achieve learning goals.
3(c) 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.
3(d) The teacher understands how learner diversity can affect communication and knows how to communicate effectively in differing environments.
3(e) The teacher knows how to use technologies and how to guide learners to apply them in appropriate, safe, and effective ways.

Standard 3 Learning Environments	***Unacceptable***	***Acceptable***	***Exemplary***
3.1 Knowledge		X	

3.1 Analysis – Evidence for 3a and 3b are provided via course syllabi. TRIBES curriculum demonstrates an emphasis on community in the classroom. One photo of teacher and student class norms implies collaborating with learners to establish and monitor elements of a safe and productive learning environment (3c). Technology is addressed in candidate portfolios and lesson plans. Further evidence outlining how this standard is met in systematic/programmatic ways would be helpful.

Sources of Evidence

- EDU 202 Syllabus
- Classroom Management Plan
- Portfolio artifacts (**ONE** photo)

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 ideas and people locally and globally.

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 and collaborates with learners to make appropriate adjustments.

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.

Standard 3 Learning Environments	***Unacceptable***	***Acceptable***	***Exemplary***
3.2 Performance		X	

3.2 Analysis – Evidence is provided to meet 3i, 3j, and 3m. Course syllabi address communication and the need for positive learning environments and appreciation for cultures. Candidate interviews implied positive learning environments and the building of community, including using interactive technologies. Further evidence outlining how this standard is met in systematic/programmatic ways would be helpful.

Sources of Evidence

- Lesson plans
- Portfolio reflections
- EDU 613 syllabus

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 among all members of the learning community.

3(r) The teacher is a thoughtful and responsive listener and observer.

Standard 3 Learning Environments	***Unacceptable***	***Acceptable***	***Exemplary***
3.3 Disposition		X	

3.3 Analysis – Candidate reflection papers, portfolio artifacts, classroom ethnographies and the overall educative community mission demonstrate teacher commitment to working with learners, colleagues, communities, and in the importance of collaboration and respectful communication. Thoughtful observation and responsiveness was paramount in candidate interviews and work samples.

Sources of Evidence

- Candidate interviews
- Candidate Portfolios
- Classroom Ethnographies

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) s/he 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) s/he teaches.

Standard 4 Content Knowledge	***Unacceptable***	***Acceptable***	***Exemplary***
4.1 Knowledge		X	

4.1 Analysis – Content knowledge may be presumed from undergraduate degree program, praxis scores and individual program reviews. Science methods course provided information on different technologies, common misconceptions in the discipline. Interviews with department chairs and subsequent syllabi examples indicated disciplinary content covered in coursework. Deep knowledge of student content standards may be presumed through lesson plans. Limited cohesive evidence overall is provided. Further evidence outlining how this standard is met in systematic/programmatic would be helpful.

Sources of Evidence

- Department Chair interviews
- Course Syllabi
- Candidate lesson plans

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.

Standard 4 Content Knowledge	*Unacceptable*	*Acceptable*	*Exemplary*
4.2 Performance	X		

4.2 Analysis – Academic language is addressed in a few candidate lesson plans and some work samples. Teachers may access school resources and provide materials in dual languages. One candidate shared an example where she had a Spanish text for a native speaker. Candidate interview provided evidence that disciplinary content knowledge was addressed and being transferred to field experience. Insufficient evidence is provided for 4g, 4j, 4k, 4l, and 4n. Learner disciplinary misconceptions are not addressed in performance evidence, portfolios, or lesson reflections.

Sources of Evidence

- Candidate work samples
- Candidate interview

Disposition

4(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.

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 4 Content Knowledge	*Unacceptable*	*Acceptable*	*Exemplary*
4.3 Disposition		X	

4.3 Analysis – Candidate interviews identify appreciation for multiple perspectives and continued learning. Several candidate assignments address personal bias and critical interrogation. Candidates expressed commitment to teaching, their continued learning and collaboration. Further evidence outlining how this standard is met in systematic/programmatic would be useful in evaluating this standard.

Sources of Evidence

- Candidate interviews
- Candidate reflection papers
- Educative community mission in syllabi and candidate discussions

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 to inquiry, 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 awareness) 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 communication modes and skills as vehicles for learning (e.g., information gathering and processing) across disciplines as well as vehicles 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 awareness and understanding, and how to integrate them into the curriculum.

Standard 5 Application of Content	*Unacceptable*	*Acceptable*	*Exemplary*
5.1 Knowledge	X		

5.1 Analysis – Demonstration of knowledge of technologies and pedagogical technology knowledge may be found in portfolios. Connections to disciplinary content knowledge and accessing information or demonstrating learning were not provided. Interdisciplinary curriculum is emphasized in some candidate assignments. No connections are made to learning theory or enhancement connected to application of disciplinary content knowledge. Insufficient evidence is provided to show 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 (5c); teaching critical thinking processes and helping learners develop high level questioning for independent learning (5e); communication modes across disciplines (5f), creative thinking process for producing original work (5g;) and accessing resources to build global awareness and understanding and how to integrate them into the curriculum (5h).

A deeper integration of pedagogy and pedagogical content knowledge systematically throughout programs could support evidence for this standard.

Sources of Evidence

- Candidate assignments

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 engages learners in questioning and challenging assumptions and approaches in order to foster innovation and problem solving in local and global contexts.

5(m) 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.

5(n) The teacher engages learners in generating and evaluating new ideas and novel approaches, seeking inventive solutions to problems, and developing original work.

5(o) 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(p) The teacher develops and implements supports for learner literacy development across content areas

Standard 5 Application of Content	***Unacceptable***	***Acceptable***	***Exemplary***
5.2 Performance	X		

5.2 Analysis – Insufficient evidence was provided for performance indicators under standard 5. Developing and implementing projects where learners analyze complexity of an issue or question using perspectives from varied disciplines and cross disciplinary skills is not evident. Facilitating use of current tools and resources to maximize content learning in varied contexts is not evident. Questioning and challenging assumptions and approaches to foster innovation and problem solving in local and global contexts is not evident. Music evidenced an instance where the teacher created meaningful opportunities for communication for varied audiences. However, there was no evidence provided in the artifacts collection or across programs (5m). Teachers facilitating opportunities for creative problem-solving and novel approaches, including the development of original work was not evident.

Sources of Evidence

- Candidate assignments

Disposition

5(q) The teacher is constantly exploring how to use disciplinary knowledge as a lens to address local and global issues.

5(r) The teacher values knowledge outside his/her own content area and how such knowledge enhances student learning.

5(s) The teacher values flexible learning environments that encourage learner exploration, discovery, and expression across content areas.

Standard 5 Application of Content	*Unacceptable*	*Acceptable*	*Exemplary*
5.3 Disposition	X		

5.3 Analysis – No evidence was provided

Sources of Evidence

- No evidence provided.

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.

Standard 6 Assessment	*Unacceptable*	*Acceptable*	*Exemplary*
6.1 Knowledge		X	

6.1 Analysis – 75% of knowledge indicators are met with approximately four (4) and one-half standards being fully met. Candidates demonstrate understanding of multiple assessments and their purposes. There are also several portfolio or work sample artifacts that highlight involving students in their own assessment. Alignment to standards is demonstrated. A programmatic focus on teacher analysis of assessment data to guide planning and instruction is not evident.

Sources of Evidence

- Course syllabi (EDU 441)
- Candidate artifacts (e.g., lesson plans) and portfolios
- Observation notes from clinical supervisors observing student teachers

Performance

6(h) The teacher balances the use of formative and summative assessment as appropriate to support, verify, and document learning.

6(i) The teacher designs assessments that match learning objectives with assessment methods and minimizes sources of bias that can distort assessment results.

6(j) The teacher works independently and collaboratively to examine test and other performance data to understand each learner's progress and to guide planning.

6(k) 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(l) The teacher engages learners in multiple ways of demonstrating knowledge and skill as part of the assessment process.

6(m) The teacher models and structures processes that guide learners in examining their own thinking and learning as well as the performance of others.

6(n) 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(o) 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(p) 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.

Standard 6 Assessment	*Unacceptable*	*Acceptable*	*Exemplary*
6.2 Performance	X		

6.2 Analysis – Limited candidate evidence demonstrates use of multiple forms of assessment and work with teams in their clinical field experiences to match learning objectives. No evidence was provided to highlight minimizing sources of bias in distorting assessment results (6i). Candidates do engage learners in self-assessment and understanding quality work. Multiple forms of assessment are evidenced in candidate portfolios and work samples. Insufficient evidence connects differentiation to assessment – in forms (e.g., product) or diagnosis in teaching.

Sources of Evidence

- One candidate in an interview mentioned collaboration around assessment data
- Supervisor observation notes

Disposition

6(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.

6(r) The teacher takes responsibility for aligning instruction and assessment with learning goals.

6(s) The teacher is committed to providing timely and effective descriptive feedback to learners on their progress.

6(t) The teacher is committed to using multiple types of assessment processes to support, verify, and document learning.

6(u) The teacher is committed to making accommodations in assessments and testing conditions, especially for learners with disabilities and language learning needs.

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.

Standard 6 Assessment	*Unacceptable*	*Acceptable*	*Exemplary*
6.3 Disposition		X	

6.3 Analysis – Candidate interviews and portfolio artifacts demonstrate a commitment to involving learners in assessment processes. Assessment is aligned to instruction and feedback is provided (via portfolio artifact). Multiple assessment forms are taught and reflected upon in candidate artifacts. Accommodations in assessments and testing conditions were mentioned in one candidate reflection. IPLPs were shared as evidence. No explicit connections to assessment indicators were provided with/in IPLP documents.

Sources of Evidence

- Candidate portfolios
- Course assignments
- Observation notes

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, community organizations).

Standard 7 Planning for Instruction	*Unacceptable*	*Acceptable*	*Exemplary*
7.1 Knowledge		X	

7.1 Analysis – Candidate lesson plans and reflections highlight standards alignment and attempts at cross-disciplinary instruction. Learning theory, cultural diversity, and learner development are taught in education courses and candidates list multiple instructional strategies are opportunities for planning instruction. Some candidate lesson reflections demonstrate adjustments are made based on learner response.

Sources of Evidence

- Candidate reflections on lesson plans
- Course syllabi (441, 532/533, PSYC 221, 350, 442)
- Candidate lesson plan reflections

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.

Standard 7 Planning for Instruction	***Unacceptable***	***Acceptable***	***Exemplary***
7.2 Performance		X	

7.2 Analysis – Syllabus statements address Performance Indicators for Standard 7 Planning for Instruction. Unit examples identify appropriate sequencing of learning experiences and formative assessment. Prior knowledge is addressed in lesson plan examples provided. Portfolio examples address designing and delivering appropriate learning experiences. Limited evidence demonstrates collaboration with professionals with specialized expertise.

Sources of Evidence

- Candidate unit examples
- One candidate portfolio
- Lesson plan reflections

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 takes professional responsibility to use short- and long-term planning as a means of assuring student learning.

7(q) The teacher believes that plans must always be open to adjustment and revision based on learner needs and changing circumstances.

Standard 7 Planning for Instruction	***Unacceptable***	***Acceptable***	***Exemplary***
7.3 Disposition	X		

7.3 Analysis – Dispositions are stated in course syllabi (e.g., 441, 532/533), and implied in unit examples from candidates. Explicit examples or connections to dispositions in Standard 7 are not identified.

Sources of Evidence

- None provided

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 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.

8(b) The teacher knows how to apply a range of developmentally, culturally, and linguistically appropriate instructional strategies to achieve learning goals.

8(c) The teacher knows when and how to use appropriate 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 relationships.

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.

Standard 8 Instructional Strategies	***Unacceptable***	***Acceptable***	***Exemplary***
8.1 Knowledge		X	

8.1 Analysis - Candidates demonstrate understanding of multiple instructional strategies. Course syllabi address a range of developmentally, linguistically, and culturally appropriate instructional strategies. Multiple forms of communication are minimally addressed. Evidence for evaluating media and technology for quality, accuracy, and effectiveness is minimal.

Sources of Evidence

- Course syllabi
- Candidate interviews
- Candidate portfolios

Performance

8(g) The teacher uses appropriate strategies and resources to adapt instruction to 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 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 modes.

8(o) 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).

Standard 8 Instructional Strategies	***Unacceptable***	***Acceptable***	***Exemplary***
8.2 Performance		X	

8.2 Analysis – Evidence indicates candidates engage learners in using a range of learning skills and technology; recognize the need to use a variety of instructional strategies to support communication; ask some questions of students to stimulate understanding; use different strategies and may adapt instruction to individual needs; provide multiple models; and work to support or monitor student learning. Limited evidence demonstrates teacher collaboration with learners to identify strengths and access to family and community resources; a varied teacher role in the instructional process; and the engagement of all learners in developing higher order questioning skills and metacognitive processes.

Sources of Evidence

- Candidate interviews
- Candidate portfolios
- Candidate reflection papers

Disposition

8(p) The teacher is committed to deepening awareness and understanding the strengths and needs of diverse learners when planning and adjusting 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 adapting instruction to learner responses, ideas, and needs.

Standard 8 Instructional Strategies	*Unacceptable*	*Acceptable*	*Exemplary*
8.3 Disposition		X	

8.3 Analysis – Candidate interviews and a technology unit indicate candidate commitment to deepening awareness and understanding strengths of individual learners along with the exploration of new and emerging technologies to support student learning. Candidates evidence the value of adapting instruction and remaining flexible in the teaching/learning process even with limited performance evidence available.

Sources of Evidence

- Candidate interviews
- Candidate portfolio reflection
- Technology unit

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 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).

9(e) 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

Standard 9 Professional Learning and Ethical Practices	*Unacceptable*	*Acceptable*	*Exemplary*
9.1 Knowledge		X	

9.1 Analysis – Individual professional growth plans were shared as evidence items. Candidates were not (yet) aware of this process in their program. Interviews did reveal processes of self-assessment and reflection are in place, along with a willingness to use learner data to analyze practice. Course reflections focus on self-knowledge and potential bias teachers may bring to interactions with others. Further evidence outlining how this standard is met in systematic/programmatic ways would be useful in its evaluation.

Sources of Evidence

- Candidate interviews
- Candidate philosophy statements
- Coursework

Performance

9(f) 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(g) 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(h) 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(i) The teacher actively seeks professional, community, and technological resources, within and outside the school, as supports for analysis, reflection, and problem-solving.

9(j) 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.

9(k) 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.

Standard 9 Professional Learning and Ethical Practice	*Unacceptable*	*Acceptable*	*Exemplary*
9.2 Performance		X	

9.2 Analysis - Interviews revealed candidate excitement about professional learning opportunities in their schools. Likewise, completers were engaged in professional development in their positions and leading communities of practice and partnerships with colleagues. Candidates reflect on personal bias through multiple course assignments. Insufficient evidence to address 9(k). Further evidence outlining how this standard is met in systematic/programmatic ways would be helpful in its evaluation.

Sources of Evidence

- Candidate interviews
- Completer interviews
- Candidate work sample

Disposition

9(l) The teacher takes responsibility for student learning and uses ongoing analysis and reflection to improve planning and practice.

9(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.

9(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.

9(o) The teacher understands the expectations of the profession including codes of ethics, professional standards of practice, and relevant law and policy.

Standard 9 Professional Learning and Ethical Practices	*Unacceptable*	*Acceptable*	*Exemplary*
9.3 Disposition		X	

9.3 Analysis – Candidate interviews, reflection papers and an action research project evidence responsibility for student learning, self-knowledge, and a commitment to lifelong learning. Insufficient evidence identifies connection to professional code of ethics, professional standards of practice and relevant law and policy. Further evidence outlining how this standard is met in systematic/programmatic ways would enhance the evidence room.

Sources of Evidence

- Candidate interviews
- Candidate reflection paper
- Action research

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.

Standard 10 Leadership and Collaboration	***Unacceptable***	***Acceptable***	***Exemplary***
10.1 Knowledge		X	

10.1 Analysis – Candidate interviews, course assignments, and portfolio artifacts indicate candidate understanding of school systems (10a), spheres of influence (10b), and the importance of collaborative interaction (10c). Limited evidence supports contributions to a common culture that supports high expectations for student learning. Further evidence outlining how this standard is met in systematic/programmatic ways would be useful in its evaluation.

Sources of Evidence

- Candidate interviews
- Course assignments
- Portfolio artifacts

Performance

10(e) 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(f) The teacher works with other school professionals to plan and jointly facilitate learning on how to meet diverse needs of learners.
10(g) 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.
10(h) The teacher works collaboratively with learners and their families to establish mutual expectations and ongoing communication to support learner development and achievement.
10(i) Working with school colleagues, the teacher builds ongoing connections with community resources to enhance student learning and wellbeing.
10(j) The teacher engages in professional learning, contributes to the knowledge and skill of others, and works collaboratively to advance professional practice.
10(k) The teacher uses technological tools and a variety of communication strategies to build local and global learning communities that engage learners, families, and colleagues.
10(l) The teacher uses and generates meaningful research on education issues and policies.
10(m) The teacher seeks appropriate opportunities to model effective practice for colleagues, to lead professional learning activities, and to serve in other leadership roles.
10(n) The teacher advocates to meet the needs of learners, to strengthen the learning environment, and to enact system change.
10(o) 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.

Standard 10 Leadership and Collaboration	***Unacceptable***	***Acceptable***	***Exemplary***
10.2 Performance		X	

10.2 Analysis – Candidates and completers evidence their participation in collaborative communities in their school placements, continued learning and engagement in professional development, an appreciation for research and indications they may serve in leadership roles in their professional positions. Limited evidence supports advocacy roles and collaboration with learners and their families for ongoing communication.

Sources of Evidence

- Candidate interviews
- Course assignments (ie., attend IEP meeting; attend school board meeting)
- Participation in PLC meetings at school placements and in profession

Disposition

10(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.

10(q) The teacher respects families' beliefs, norms, and expectations and seeks to work collaboratively with learners and families in setting and meeting challenging goals.
10(r) The teacher takes initiative to grow and develop with colleagues through interactions that enhance practice and support student learning.
10(s) The teacher takes responsibility for contributing to and advancing the profession.
10(t) The teacher embraces the challenge of continuous improvement and change.

Standard 10 Leadership and Collaboration	***Unacceptable***	***Acceptable***	***Exemplary***
10.3 Disposition	X		

10.3 Analysis – Candidates and completers evidence shared responsibility for supporting their school mission(s). Insufficient evidence indicates candidates seek information to collaborate with families and take responsibility for contributing to and advancing the profession. Further evidence outlining how this standard is met in systematic/programmatic ways is merited.

Sources of Evidence

- Candidate interviews
- Comments on candidate midterm evaluation

Summary

Type of Standard	Total Number of Standards	Unacceptable	Acceptable	Exemplary
Knowledge	10	1	9	
Performance	10	3	7	
Disposition	10	4	6	

Areas for Improvement

Overall, the unit provided multiple evidence items for meeting the Core Teacher Standards that were somewhat difficult to track. A more concise alignment of evidence items to specific indicators under each core standard would benefit the overall understanding of the unit and its programs. Working from a clear understanding of the program and individual standard alignment would provide a "big picture" alignment to benefit explanations of the Idaho Core Teacher Standards and how individual courses/assignments/evidence items meet standards across programs. In particular, Standards 4 and 5 had minimal connection to enhancement standards in the Idaho Core Teacher Standards. Dispositions and performance were implied in course syllabi and assignments. Candidate portfolios evidenced examples of Idaho Core Teaching Standards; however, no programmatic analysis or explicit connections among evidence items and professional standards were presented in an aligned, systemic way. A systematic review of the EPP's recognition of acceptable to unacceptable evidence was unable to be conducted among the artifacts. Therefore, this summary has limited capacity for identifying specific areas for improvement outside of:

- Content Knowledge (4.2)
- Application of Content (5.1)
- Application of Content – performance (5.2)
- Assessment Performance (6.2)
- Dispositions 1.3, 5.3, 7.3, 10.3

Specific Areas for Improvement:

- Establish systemic, programmatic review of dispositions for Core Teacher Standards. It may be possible to use the Dispositions Rubric and reflection assignments as checkpoints across a program. Track data at each point and establish system for programmatic review and continuous improvement. The spreadsheet shared is the vehicle. Provide metrics, examples of feedback to candidate, rationale/process for how the system is used.
- Demonstrate disciplinary content knowledge and its application as addressed (taught) in programs and exemplified in field experiences and completer professional positions through a systemic, programmatic review for continuous improvement
- Develop data-driven decision making (via progress monitoring, assessment literacy, and diagnostic use of assessments for future instruction) as a strand throughout programs and 5th year

Recommended Action on Idaho Core Teaching Standards

☐ Approved

☒ Conditionally Approved
- ☒ Insufficient Evidence
- ☐ Lack of Completers
- ☐ New Program

☐ Not Approved

STATE SPECIFIC REQUIREMENTS

STANDARD I: INSTRUCTIONAL SHIFTS FOR LANGUAGE ARTS

1(a) Building Knowledge through Content–rich Nonfiction
- Candidates prepare students to build knowledge and academic language through a balance of content rich, complex nonfiction and literary texts.
- Candidates understand how to evenly balance informational and literary reading in all content areas to ensure that students can independently build knowledge in all disciplines through reading and writing.

1(b) Reading, writing and speaking grounded in evidence from text, both literary and informational
- Candidates facilitate student Reading/Writing/Speaking that is grounded in evidence from the text, across the curriculum.
- Candidates create lessons for students that require use of evidence from texts to present careful analyses, well-defended claims, and clear information.

1(c) Regular practice with complex text and its academic language
- Candidates understand how to build a staircase of complexity in texts students must read to be ready for the demand of college and careers.
- Candidates provide opportunities for students to use digital resources strategically, and to conduct research and create and present material in oral and written form.
- Candidates foster an environment in which students collaborate effectively for a variety of purposes while also building independent literacy skills.

Standard 1 Instructional Shifts for Language Arts	***Unacceptable***	***Acceptable***	***Exemplary***
1.1 Knowledge	X		

1.1 Analysis – EPP stated "There is likely not a course offered by the Department of English which does not immerse candidates in works recognized as "literary" (such as poetry, fiction, or drama) and nonfiction (such as significant primary documents reflecting the context from which literary texts emerge and nonfiction works of scholarly literary analysis)". Evidence provided for English language arts secondary educators indicated candidate content knowledge; however, no evidence provided for how candidates are prepared to implement strategies within the classroom.

Additional evidence provided regarding the First Year Seminar for all College of Idaho attendees indicates coursework and objectives for analytical reading and writing skills. The coursework and skills are not applicable to preparation of educators, rather for content knowledge of the candidates.

Evidence included two digital portfolios of candidates for English Language Arts endorsement area that included unit planning, essays, and performance based assessments; however, the evidence was not sufficient to demonstrate candidate knowledge of instructional shifts for language arts.

Syllabus for EDU 305 includes course objectives regarding literacy skills in the content area and literacy strategies in planning content area lessons and teaching of lessons utilizing the literacy strategies. Candidates are required to pass Idaho Comprehensive Literacy Assessment (ICLA) Standard 2 and Standards 3 and data indicating passage was provided.

EPP provided evidence of candidate's own content knowledge of language arts; however, no evidence provided for instructional shifts, which is the focus of this state specific standard.

Sources of Evidence

- EDU 305: Literacy in the Content Areas Syllabus
- Candidate Portfolios
- Assessment results for ICLA

Standard 1 Instructional Shifts for Language Arts	***Unacceptable***	***Acceptable***	***Exemplary***
1.2 Performance	X		

1.2 Analysis – EPP provided evidence of candidate's own content knowledge (see 1.1 above) of language arts; however, no evidence provided for instructional shifts nor candidate performance of instructional shifts.

Areas for Improvement

- Embed Instructional Shifts for Language Arts standards within preparation program for all program areas.
- Identify a common task or performance assessment for measuring candidate knowledge and performance.

Recommended Action on Standard 1: Instructional Shifts for Language Arts

☐ Approved

☐ Conditionally Approved
- ☐ Insufficient Evidence
- ☐ Lack of Completers
- ☐ New Program

☒ Not Approved

STANDARD 2: IDAHO COMPREHENSIVE LITERACY STANDARDS

2(a) Phonics
2(b) Phonological Awareness
2(c) Fluency
2(d) Vocabulary
2(e) Comprehension
2(f) Writing
2(g) Assessment Strategies
2(h) Intervention Strategies

Standard 2 Idaho Comprehensive Literacy Standards	***Unacceptable***	***Acceptable***	***Exemplary***
2.1 Knowledge		X	

2.1 Analysis – EPP provided syllabus of EDU 304 and EDU 305 indicating course objectives for Idaho Comprehensive Literacy Standards. Assessment results indicate candidates pass the Idaho Comprehensive Literacy Assessment demonstrating candidate knowledge. Candidate work demonstrate knowledge of standards. Lead teacher interviews indicate that candidates have strong knowledge regarding Idaho Comprehensive Literacy Standards.

Sources of Evidence

- EDU 304: Development of Literacy Syllabus
- EDU 305: Literacy in the Content Areas Syllabus
- Candidate Work
- Assessment results for ICLA
- Candidate Observation
- Lead Teacher Interviews

Standard 2 Idaho Comprehensive Literacy Standards	***Unacceptable***	***Acceptable***	***Exemplary***
2.2 Performance		X	

2.2 Analysis – Candidate portfolios provide lesson plans and student examples of candidates' implementation of Idaho Comprehensive Literacy Standards including candidate identification of various literacy strategies notebook. EPP identified an additional elective course that was offered beginning in spring 2017: EDU 306 Writing Process and Assessment. Since the course is an elective, it was not included as evidence. Candidate performance on ICLA and examples within portfolios provide sufficient evidence of candidate application of Idaho Comprehensive Literacy Standards.

Sources of Evidence

- EDU 304: Development of Literacy Syllabus
- EDU 305: Literacy in the Content Areas Syllabus
- Candidate Portfolios
- Assessments and assessment results for ICLA

Recommended Action on Standard 2: Idaho Comprehensive Literacy Standards

☒ Approved

☐ Conditionally Approved

- ☐ Insufficient Evidence
- ☐ Lack of Completers
- ☐ New Program

☐ Not Approved

STANDARD 3: INSTRUCTIONAL SHIFTS FOR MATHEMATICS

3(a) Focus strongly on the math Standards for Practice.

- Candidates understand how to significantly narrow and deepen the focus on the major work of each grade so that students can gain strong foundations: solid conceptual understanding, a high degree of procedural skill and fluency, and the ability to apply the math they know to solve problems inside and outside the math classroom.

3(b) Coherence- Thinking across grades and linking to major topics within grades

- Candidates understand the progression of standards from grade to grade and can carefully connect learning across the grades.

3(c) Rigor- In major topics pursue conceptual understanding, procedural skill and fluency, and application with equal intensity.

- Candidates understand how to support conceptual understanding and promote student's ability to access and apply complex concepts and procedures from a number of perspectives across core content areas.

Standard 3 Instructional Shifts for Mathematics	***Unacceptable***	***Acceptable***	***Exemplary***
3.1 Knowledge	X		

3.1 Analysis – No evidence provided regarding math Standards for Practice (3a).

Lesson plans created by candidates identify objectives, activation of prior knowledge, and activities. No evidence provided regarding candidates understanding of the progression of mathematical concepts (3b).

Math 221 and 222, Mathematics for Elementary Teachers and EDU 542 Secondary Math Methods identifies coursework related to candidate understanding of mathematical concepts as well as how students develop mathematical concepts (3c). No evidence was provided of candidate work.

EPP indicated that this is an area of need and identified that they are and will be working on adjustments to course offerings and data collection.

Sources of Evidence

- Syllabus for Math 221 & 222 Mathematics for Elementary Teachers
- Syllabus for EDU 542 Secondary Math Methods
- Candidate created lesson plans

Standard 3 Instructional Shifts for Mathematics	*Unacceptable*	*Acceptable*	*Exemplary*
3.2 Performance	X		

3.2 Analysis – No evidence provided regarding candidate performance for instructional shifts for mathematics.

Areas for Improvement

- Embed Instructional Shifts for Mathematics standards within the preparation program for elementary and secondary.
- Identify a common task or performance assessment for measuring candidate knowledge and performance.

Recommended Action on Standard 3: Instructional Shifts for Mathematics

☐ Approved

☐ Conditionally Approved
- ☐ Insufficient Evidence
- ☐ Lack of Completers
- ☐ New Program

☒ Not Approved

STANDARD 4: INSTRUCTIONAL TECHNOLOGY AND DATA LITERACY

4(a) Fluency using Student Data Systems Evidence that candidates are able to access and analyze data to make data-driven curricular decisions

- Candidates understand how to support conceptual understanding and promote student's ability to access and apply complex concepts and procedures from a number of perspectives across core content areas.

4(b) Appropriate Integration of Educational Technology

- Candidates meet pre-service technology requirement in the *Idaho Standards for Initial Certification of Professional School Personnel*.

Standard 4 Instructional Technology and Data Literacy	***Unacceptable***	***Acceptable***	***Exemplary***
4.1 Knowledge	X		

4.1 Analysis – Candidates use a variety of technology to display their own individual work and deliver instruction. No evidence of program development for instruction in integrating technology within the classroom provided. Lead teachers report that candidates have strong knowledge regarding technology and have the ability to use technology in the classroom.

Evidence regarding data literacy included EDU 520 syllabus and candidate portfolios. EDU 520 included content regarding different assessments and their use; however, no evidence provided for use of assessments for data driven decisions.

Sources of Evidence

- Digital Portfolios
- Digital Images
- Candidate Observation
- EDU 520 Assessment for Learning Syllabus
- Lead Teacher Interviews

Standard 4 Instructional Technology and Data Literacy	***Unacceptable***	***Acceptable***	***Exemplary***
4.2 Performance	X		

4.2 Analysis – Candidate observation included usage of Smartboard to display reading curriculum and navigate through the activities of the reading lesson. A few candidate portfolios showed a section regarding their action research that included a review of student assessment data for designing instruction. As indicated in 4.1, candidates are able to use technology for their own

work and delivery of instruction; however, there was no evidence of embedded technology for student learning.

Sources of Evidence

- Digital Candidate Portfolios
- Digital Images
- Candidate Observation

Areas for Improvement

- Identify a common task or performance assessment for using student assessment data to make data driven decisions.
- Embed the use of technology for student learning within program

Recommended Action on Standard 4: Instructional Technology and Data Literacy

☐ Approved

☐ Conditionally Approved

- ☐ Insufficient Evidence
- ☐ Lack of Completers
- ☐ New Program

☒ Not Approved

STANDARD 5: CLINICAL PRACTICE AND PERFORMANCE ASSESSMENTS

5(a) Robust Clinical Practice and Internships

- The educator preparation program implements the Idaho Standards for Model Preservice Clinical Teaching Experience as written and approved by ICEP.

5(b) Accurate and Informative Performance Assessments

- Candidates receive accurate performance evaluations which include formative and summative assessments. A proficient score on a summative evaluation using the Danielson Framework is required in order to recommend a candidate for certification.

Standard 5	***Unacceptable***	***Acceptable***	***Exemplary***
Clinical Practice and Performance Assessments		X	

5.1 Analysis – Intern Handbook identifies prerequisites for placement into student teaching that align with the Idaho Standards for Model Preservice Clinical Teaching Experience. According to the Intern Handbook, at least five observations by clinical faculty and three observations by lead teacher, a summative assessment based on the Danielson Framework, and an Individualized Professional Learning Plan (IPLP) are required. In contrast, the EPP narrative within the online portal states, "Interns are observed a minimum of ten times during a semester". Clinical faculty, administrators and lead teachers indicate student teachers are observed frequently, at least once a month, and for some candidates, more frequently.

The Intern Handbook did not provide specific criteria for the mentor teacher, but states that the mentors should be "carefully chosen classroom teachers". The building administrator is identified as the individual that is required to determine placement with "skilled lead teachers who can work effectively with interns". EPP provided additional document identifying lead teachers for the 2017-2018 school year who met the following criteria: minimum five years teaching, certified in the content area, and recommended by administrator. This criteria meets part of the requirements for mentor teacher selection; however, the criteria was not identified within the Intern Handbook.

EPP reports that two of their clinical supervisors have completed the Danielson training and that "there is no formal process for training clinical supervisors at this time." EPP reports that they "often collaborate in the evaluation of interns" and will investigate options for Danielson training for clinical supervisors in the future.

EPP provided template for Education Department Partnership Agreement with school districts that include duties and responsibilities; however, no evidence of completed agreement was provided.

Sources of Evidence

- Intern Handbook

- Administrator Interviews
- Lead Teacher Interviews
- Clinical Faculty Interview
- EPP Provided Summary of Clinical Training
- Sample Articulation Agreement

Areas for Improvement

- Create process for initial and ongoing training of clinical supervisors in the Danielson Framework
- Identify and correct inconsistencies in documentation and implementation of internship
- Fully incorporate Idaho Standards for Model Preservice Clinical Teaching Experience standards

Recommended Action on Standard 5: Clinical Practice and Performance Assessments

☒ Approved

☐ Conditionally Approved
- ☐ Insufficient Evidence
- ☐ Lack of Completers
- ☐ New Program

☐ Not Approved

STANDARD 6: IDAPA RULE CERTIFCATION REQUIREMENTS

6(a) Random selection of candidates' institutional recommendations provides verification of Idaho state certification requirements per IDAPA Rule.

- Random selection of institutional recommendations for initial certification, including alternative authorizations
  - The institution must have a State Board approved program in order to issue the candidate an institutional recommendation for initial certification.
- Random selection of institutional recommendations for adding endorsements, including alternative authorizations
  - If a candidate is currently certified in Idaho and wishes to add an endorsement in a new content area, the institution is able to work with the candidate to develop a plan to include: content, pedagogy, and performance.
  - The institution may issue the candidate an institutional recommendation once the content, pedagogy, and performance have been demonstrated by the candidate regardless of whether the institution has a State Board approved program in the new content area. This applies to adding endorsements only.

Standard 6	*Unacceptable*	*Acceptable*	*Exemplary*
Candidates meet IDAPA Rule Certification Requirements		X	

Standard 6 Analysis – Analyzing a random selection of candidate institutional recommendations, including recommendations for alternative authorizations, transcripts, student teaching placements, and Praxis II scores provide evidence that recent completers meet IDAPA Rule certification requirements. There is some question of whether Elementary completers prior to the past two years met the credit requirements for the single subject area endorsements. It seems that the administrative assistant for the education department performs transcript audits. The current administrative assistant understands the credit requirements for these endorsements, thus this requirement is being met. However, in a few cases of past completers, there were few or no credits found for the additional endorsement area.

Sources of Evidence

- Institutional recommendations
- Transcripts
- Student teaching placement documentation
- Praxis II score reporting
- Interview with staff

Areas for Improvement

- Recommend that transcript audits be conducted at a higher staff level than administrative assistant to ensure that requirements are understood and met.
- It was found that the college provides methods courses in each area of endorsement for which completers are being recommended for certification. However, the evidence was sometimes difficult to locate. Sometimes the education department offered the courses and sometimes the content department offered them. It would be helpful if this was either consistent across content areas, or if a crosswalk was provided to show the department and the name of the courses.

Recommended Action on Standard 6: IDAPA Rule Certification Requirements

☒ Approved

☐ Conditionally Approved

- ☐ Insufficient Evidence
- ☐ Lack of Completers
- ☐ New Program

☐ Not Approved

IDAHO STANDARDS FOR BILINGUAL EDUCATION AND ENL (ENGLISH AS A NEW LANGUAGE) TEACHERS

Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.

Knowledge

1(a) The teacher understands the evolution, research, and current federal and state legal mandates of bilingual and ENL education.

1(b) The teacher understands and knows how to identify differences and the implications for implementation in bilingual and ENL approaches and models.

1(c) The teacher understands and is able to distinguish between forms, functions, and contextual usage of social and academic language.

1(d) (Bilingual only) The teacher possesses language proficiency at the advanced level as defined in the ACTFL Proficiency Guidelines in listening, speaking, reading and writing in English and the second target language necessary to facilitate learning in the content area(s) (Federal Requirement).

1(e) (ENL only) The teacher possesses the language proficiency at the advanced level as defined in the ACTFL Proficiency Guidelines in listening, speaking, reading, and writing, in English necessary to facilitate learning of academic language in the content area(s) (Federal Requirement).

1(f) (Bilingual only) The teacher understands the articulatory system, various registers, dialects, linguistic structures, vocabulary, and idioms of both English and the second target language.

1(g) (ENL only) The teacher understands the articulatory system, various registers, dialects, linguistic structures, vocabulary, and idioms of the English language.

Standard 1 Knowledge of Subject Matter	*Unacceptable*	*Acceptable*	*Exemplary*
1.1 Knowledge		X	

1.1 Analysis – Evidence reviewed indicated that candidates are afforded the opportunity to gain subject matter knowledge necessary for teaching Bilingual Education and ENL.

Sources of Evidence

- Interview with Instructor
- Required coursework syllabi,
- PRAXIS score results

Performance

1(h) (Bilingual only) The teacher is articulate in key linguistic structures and exposes students to the various registers, dialects, and idioms of English and the second target language.

1(i) (ENL only) The teacher is articulate in key linguistic structures and exposes students to the various registers, dialects, and idioms of the English language.

1(j) The teacher uses knowledge of language and content standards and language acquisition theory content areas to establish goals, design curricula and instruction, and facilitate student learning in a manner that builds on students' linguistic and cultural diversity.

1(k) The teacher demonstrates instructional strategies that an understanding of the variety of purposes that languages serve, distinguish between forms, functions, and contextual usage of social and academic language.

1(l) The teacher designs and implements activities that promote inter-cultural exploration, engaged observation, listening, speaking, reading, and writing.

Standard 1 Knowledge of Subject Matter	*Unacceptable*	*Acceptable*	*Exemplary*
1.2 Performance		X	

1.2 Analysis – Through provided evidence, reviewer found competencies in registers, dialects, and idioms for both bilingual and ENL candidates. Language acquisition theory was evidenced in candidate language acquisition notebooks. Indicator (k) was evidenced through an interview with an instructor interview. A lesson plan provided the design to meet the four domains of student learning. The three cycles of data were missing to reach an exemplary rating.

Sources of Evidence

- Candidates' Language Acquisition Notebooks
- Interview with Instructor
- Candidate reflection paper
- Lesson Plan

Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.

Knowledge

2(a) The teacher understands the processes of language acquisition and development, and the role that culture plays in students' educational experiences.

2(b) The teacher understands the advantages of bilingualism, bi-literacy, and multiculturalism.

Standard 2 Knowledge of Human Development and Learning	*Unacceptable*	*Acceptable*	*Exemplary*
2.1 Knowledge		X	

2.1 Analysis – Evidence provided from course syllabi show evidence of language acquisition and culture along with advantages of multiculturalism for indicators (a) and (b).

Sources of Evidence

- Required course syllabi
- Required course assignments
- PRAXIS scores

Performance

2(c) The teacher plans and delivers instruction using knowledge of the role of language and culture in intellectual, social, and personal development.
2(d) The teacher integrates language and content instruction appropriate to the students' stages of language acquisition.
2(e) The teacher facilitates students' use of their primary language as a resource to promote academic learning and further development of the second language.
2(f) The teacher uses effective strategies and approaches that promote bilingualism, biliteracy, and multiculturalism.

Standard 2 Knowledge of Human Development and Learning	*Unacceptable*	*Acceptable*	*Exemplary*
2.2 Performance		X	

2.2 Analysis – Evidence of planning and delivering instruction in (c) was observed from pictures of student work found in a candidate's lesson plan. Reviewer found evidence for (d) in students' journals and through a candidate's lesson plan. Indicators (e) and (f) were also evidenced in a lesson plan.

Sources of Evidence

- Students' Language Acquisition Journals included in candidate's portfolio
- Lesson Plans
- Observations and interviews

Standard 3: Modifying Instruction for Individual Needs- The teacher understands how students differ in their approaches to learning and creates instructional opportunities that are adapted to learners with diverse needs.

Knowledge

3(a) The teacher understands the nuances of culture in structuring academic experiences.
3(b) The teacher understands how a student's first language may influence second language production (ex: accent, code-switching, inflectional endings).
3(c) The teacher understands there is a distinction between learning disabilities/giftedness and second language development.
3(d) The teacher understands how and when to provide appropriate accommodations that allow students to access academic content.

Standard 3 Modifying Instruction for Individual Needs	*Unacceptable*	*Acceptable*	*Exemplary*
3.1 Knowledge		X	

3.1 Analysis – Indicator (a) was evidenced through a course syllabus and an interview. The candidate reflection provided evidence for (b) of code switching. The course syllabus for the Exceptional Child provided evidence for indicator (c). From an interview with an instructor, evidence of scaffolding and accommodational knowledge for learning was gathered which shows accommodations being provided to meet student needs. Further evidence was provided by a Teaching Exceptional Children syllabus. Three cycles of evidence were not present.

Sources of Evidence

- Required course syllabi
- Interview with instructor
- Candidate Reflections

Performance

3(e) The teacher promotes respect for diverse cultures by facilitating open discussion, treating all students equitably, and addressing individual student needs.
3(f) The teacher utilizes strategies that advance accuracy in students' language production and socio-culturally appropriate usage with an understanding of how these are influenced by the first language.
3(g) The teacher collaborates with other area specialists to distinguishes between issues of learning disabilities/giftedness and second language development.
3(h) The teacher provides appropriate accommodations that allow students to access academic content.

Standard 3 Modifying Instruction for Individual Needs	*Unacceptable*	*Acceptable*	*Exemplary*
3.2 Performance	X		

3.2 Analysis – Interview with a classroom teacher showed evidence of cultural respect, open discussion, and addressing language needs of students, which showed proficiency of (e). The teacher used visuals to help students understand comparison/contrast to other cultures and provided sentence starters for students to practice speaking. Missing were evidence pieces for (f) and (g).

Sources of Evidence

- Interview with classroom teacher

Standard 4: Multiple Instructional Strategies- The teacher understands and uses a variety of instructional strategies to develop students' critical thinking, problem solving, and performance skills.

Knowledge

4(a) The teacher knows how to adapt lessons, textbooks, and other instructional materials, to be culturally and linguistically appropriate to facilitate linguistic and academic growth of language learners.

4(b) The teacher has a repertoire of effective strategies that promote students' critical thinking and problem solving at all stages of language development

Standard 4 Multiple Instructional Strategies	*Unacceptable*	*Acceptable*	*Exemplary*
4.1 Knowledge	X		

4.1 Analysis – Reviewer found course syllabus and candidate literature portfolios providing evidence for (a), but missing was evidence for all stages of language development of indicator (b).

Sources of Evidence

- Required coursework syllabi
- Candidates' portfolios/literary books

Performance

4(c) The teacher selects, adapts, creates and uses varied culturally and linguistically appropriate resources related to content areas and second language development.

4(d) The teacher employs a repertoire of effective strategies that promote students' critical thinking and problem solving at all stages of language development.

Standard 4 Multiple Instructional Strategies	*Unacceptable*	*Acceptable*	*Exemplary*
4.2 Performance	X		

4.2 Analysis – Two lesson plans and literature scrapbooks provided evidence for indicator (a), but missing was evidence showing critical thinking and problem solving.

Sources of Evidence

- Teachers' literature scrapbooks
- Lesson plan
- Falk & Robinson Lesson Plan

Standard 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.

Knowledge

5(a) The teacher understands the influence of culture on student motivation and classroom management.

Standard 5 Classroom Motivation and Management Skills	*Unacceptable*	*Acceptable*	*Exemplary*
5.1 Knowledge		X	

5.1 Analysis – Reviewer found evidence of instruction of cultural awareness provided from an interview with an instructor and through a course syllabus. During a classroom visit, reviewer was provided evidence of classroom management for all children of different cultures.

Sources of Evidence

- Interview with instructor
- ED 430: Teaching in a Diverse Society Syllabus
- Classroom observation

Performance

5(b) The teacher demonstrates a culturally responsive approach to classroom management.

Standard 5 Classroom Motivation and Management Skills	*Unacceptable*	*Acceptable*	*Exemplary*
5.2 Performance	X		

5.2 Analysis – A classroom observation provided minimal evidence of how the teacher treated all children happily, respectfully, and equitably. She seated two students responsibly for cultural awareness. However, reviewer was unable to find any additional evidence from evidences provided.

Sources of Evidence

- Classroom observation

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster inquiry, collaboration, and supportive interaction in and beyond the classroom.

Knowledge

6(a) The teacher understands that language is a system that uses listening, speaking, reading, and writing for social and academic purposes.
6(b) The teacher understands how to design active and interactive activities that promote proficiency in the four domains of language.
6(c) The teacher understands the extent of time and effort required for language acquisition.

Standard 6 Communication Skills	*Unacceptable*	*Acceptable*	*Exemplary*
6.1 Knowledge		X	

6.1 Analysis – Evidence was provided which showed acceptability in meeting the four domains, and activities which provide and promote proficiency as indicated in (a) and (b). An interview with a linguistics instructor provided evidence for indicator (c).

Sources of Evidence

- ED 503 Second Language Acquisition Theory
- Candidate Reflection
- Linguistics instructor interview

Performance

6(d) The teacher demonstrates competence in facilitating students' acquisition and use of language in listening, speaking, reading, and writing for social and academic purposes.
6(e) The teacher uses active and interactive activities that promote proficiency in the four domains of language.

6(f) The teacher communicates to students, their families, and stakeholders the extent of time and effort required for language acquisition

Standard 6 Communication Skills	*Unacceptable*	*Acceptable*	*Exemplary*
6.2 Performance		X	

6.2 Analysis – The candidate reflection and instructor interview provided evidence for teaching the four domains and activities which help promote proficiency of (a) and (e). During the classroom visit, evidence of parental participation in the students' learning and school-wide cultural art show was observed.

Sources of Evidence

- Candidate reflection
- Instructor interview
- Classroom visit

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, and curriculum goals.

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.

Standard 7 Instructional Planning Skills	*Unacceptable*	*Acceptable*	*Exemplary*
7.1 Knowledge		X	

7.1 Analysis – Evidence indicated that teacher candidates understand how to incorporate students' diverse cultural backgrounds and language proficiency levels into instructional planning that aligns with the English-Language Development Standards.

Sources of Evidence

- Required coursework syllabi
- Faculty interviews
- Required coursework assignment guidelines

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 Standard.

Standard 7 Instructional Planning Skills	*Unacceptable*	*Acceptable*	*Exemplary*
7.2 Performance	X		

7.2 Analysis – Reviewer was able to find evidence to support creation of lessons which include second language practice, but missing was the inclusion of cultural backgrounds.

Sources of Evidence

- Candidate reflections
- Candidate lesson plans

Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine program effectiveness.

Knowledge

8(a) The teacher understands variations in assessment of student progress that may be related to cultural and linguistic differences.
8(b) (Bilingual only) The teacher understands how to measure students' level of English language proficiency and second target language proficiency.
8(c) (ENL only) The teacher understands how to measure the level of English language proficiency.
8(d) The teacher understands the relationship and difference between levels of language proficiency and students' academic achievement.
8(e) The teacher is familiar with the state English language proficiency assessment.
8(f) The teacher knows how to interpret data and explain the results of standardized assessments to students with limited English proficiency, the students' families, and to colleagues.
8(g) The teacher understands appropriate accommodations for language learners being tested in the content areas.
8(h) The teacher understands how to use data to make informed decisions about program effectiveness.

Standard 8 Assessment of Student Learning	*Unacceptable*	*Acceptable*	*Exemplary*
8.1 Knowledge	X		

8.1 Analysis – Evidence from a candidate's PowerPoint provided evidence for assessment indicators (a), (b), (c) and (f). No evidence was provided for indicators (d), (e), and (g).

Sources of Evidence

- Candidate PowerPoint

Performance

8(i) The teacher selects and administers assessments suited to the students' culture, literacy and communication skills.

8(j) The teacher uses a combination of observation and other assessments to make decisions about appropriate program services for language learners.

8(k) The teacher uses a combination of assessments that measure language proficiency and content knowledge respectively to determine how level of language proficiency may affect the demonstration of academic performance.

8(l) The teacher uses appropriate accommodations for language learners being tested in the content areas.

8(m) The teacher uses data to make informed decisions about program effectiveness.

Standard 8 Assessment of Student Learning	*Unacceptable*	*Acceptable*	*Exemplary*	
8.2 Performance		X		

8.2 Analysis – The reviewer found a lesson plan which provided evidence of assessment selection material suited to students' abilities in indicators (i) and (l). Theses provided evidence for indicators (j) and (k). Indicator (m) was met with a candidate's PowerPoint presentation as it showed pre- and post-test data along with a reflection.

Sources of Evidence

- Candidate lesson plan
- Candidate PowerPoint
- Candidate Thesis'

Standard 9: Professional Commitment and Responsibility- The teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of teaching.

Knowledge

9(a) The teacher understands the necessity of maintaining an advanced level of proficiency, according to the ACTFL guidelines, in the language(s) used for instruction.

Standard 9 Professional Commitment and Responsibility	*Unacceptable*	*Acceptable*	*Exemplary*	
9.1 Knowledge	X			

9.1 Analysis – Minimal evidence was provided to indicate that the teacher candidate was able to understand the necessity of maintaining an advanced level of proficiency.

Sources of Evidence

- Candidate portfolio

Performance

9(b) The teacher maintains an advanced level of proficiency, according to the ACTFL guidelines, in the language(s) used for instruction. The teacher uses data to make informed decisions about program effectiveness.

Standard 9 Professional Commitment and Responsibility	*Unacceptable*	*Acceptable*	*Exemplary*
9.2 Performance	X		

9.2 Analysis – One candidate provided minimal evidence that the teacher candidates are able to maintain an advanced level of proficiency.

Sources of Evidence

- Candidate portfolio

Standard 10: Partnerships- The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being

Knowledge

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 and collaboration to promote opportunities for language learners

Standard 10 Partnerships	*Unacceptable*	*Acceptable*	*Exemplary*
10.1 Knowledge		X	

10.1 Analysis – The theses provided evidence of ways for families to participate in and influence reading and writing ability of children.

Sources of Evidence

- Thesis works
- Syllabi
- Instructor Interview

Performance

10(c) The teacher creates family and community partnerships that promote students' linguistic, academic, and social development.

10(d) The teacher collaborates with colleagues to promote opportunities for language learners.

10(e) The teacher assists other educators and students in promoting cultural respect and validation of students' and families' diverse backgrounds and experiences

Standard 10 Partnerships	*Unacceptable*	*Acceptable*	*Exemplary*
10.2 Performance		X	

10.2 Analysis – One candidate provided an invitation for a family fun night, a thesis involved the teacher and parents, and one candidate's thesis involved multiple teachers and parents of pre-kindergartners.

Sources of Evidence

- Candidate portfolio
- Thesis works
- Completer observation

Summary

Type of Standard	Total Number of Standards	Unacceptable	Acceptable	Exemplary
Knowledge	10	3	7	
Performance	10	5	5	

Areas for Improvement

- Provide evidence as outlined in the standards they are lacking

Recommended Action on Bilingual Education and English as a New Language

☐ Approved

X Conditionally Approved

- X Insufficient Evidence
- X Lack of Completers
- ☐ New Program

☐ Not Approved

IDAHO STANDARDS FOR ELEMENTARY EDUCATION TEACHERS

Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.

Knowledge

1(a) The teacher understands concepts of language arts and child development in order to teach reading, writing, speaking, viewing, listening, and thinking skills and to help students successfully apply their developing skills to many different situations, materials, and ideas.

1(b) The teacher understands the importance of providing a purpose and context to use the communication skills taught across the curriculum.

1(c) The teacher understands how children learn language, the basic sound structure of language, semantics and syntactics, diagnostic tools, and test data to improve student reading ability.

1(d) The teacher understands the fundamental concepts and the need to integrate STEM disciplines including physical, life, and earth and space Sciences, Technology, Engineering, and Mathematics as well as the applications of STEM disciplines to technology, personal and social perspectives, history, unifying concepts, and inquiry processes used in the discovery of new knowledge.

1(e) The teacher understands major concepts, procedures, and reasoning processes of mathematics that define number systems and number sense, computation, geometry, measurement, statistics and probability, and algebra in order to foster student understanding and use of patterns, quantities, and spatial relationships that represent phenomena, solve problems, and manage data. The teacher understands the relationship between inquiry and the development of mathematical thinking and reasoning.

1(f) 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.

1(g) The teacher understands the content, functions, aesthetics, and achievements of the arts, such as dance, music, theater, and visual arts as avenues for communication, inquiry, and insight.

1(h) 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.

1(i) The teacher understands human movement and physical activities as central elements for active, healthy lifestyles and enhanced quality of life.

1(j) The teacher understands connections across curricula and within a discipline among concepts, procedures, and applications. Further, the teacher understands its use in motivating students, building understanding, and encouraging application of knowledge, skills, and ideas to real life issues and future career applications.

1(k) The teacher understands the individual and interpersonal values of respect, caring, integrity, and responsibility that enable students to effectively and appropriately communicate and interact with peers and adults.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.1 Knowledge	X		

1.1 Analysis – The course requirements for the PEAK program at the EPP allow candidates to acquire a broad base of subject matter knowledge. Through EPP provided evidence, the reviewer was able to determine that candidate knowledge was sufficient for indicators 1(a), (b), (c), (e), (j) and (k). However, little or no evidence was found to indicate that candidates were afforded the opportunity to attain the knowledge base necessary for 1(d), (f), (g), (h), or (i). Due to the fact that methods courses are not offered in either PE nor Health, both indicators (h) and (j) become difficult to find evidence for. The reviewer did not find evidence in other syllabi that these indicator needs were being picked up in any other required class. In addition, EPP faculty interviews indicated that due to the phasing-out of these programs, the instructors were not available for courses. Although methods "boot camp" for science is offered, the syllabi did not indicate that requirements for 1(d) were being met. In addition, Social Studies Methods syllabi did not indicate the requirements for 1(f) were being met either. Art Methods syllabi indicate that the visual art portion of 1(g) is being covered; however, there was no mention of dance, music, or theater content being covered nor was there any indication that visual arts were being used as avenues for communication, inquiry, and insight.

Sources of Evidence

- Syllabi for all required courses listed on Schedule of Courses for Teacher Certification Interdisciplinary Studies for Elementary Precertification Major
- Course descriptions linked to College of Idaho course catalog for same courses
- Interviews with candidates, completers, EPP Faculty, and Candidate Supervisors
- Elementary Education Candidate Pre-Intern Portfolios (paper)
- Elementary Education Candidate Intern (digital)
- Required PRAXIS scores for Elementary Candidates

Performance

1(l) The teacher models the appropriate and accurate use of language arts.

1(m) The teacher demonstrates competence in language arts, reading, STEM disciplines, social studies, the arts, health education, and physical education. Through inquiry the teacher facilitates thinking and reasoning.

1(n) The teacher provides a purpose and context to use the communication skills taught. The teacher integrates these communication skills across the curriculum.

1(o) The teacher conceptualizes, develops, and implements a balanced curriculum that includes language arts, reading, STEM disciplines, social studies, the arts, health education, and physical education.

1(p) Using his/her integrated knowledge of the curricula, the teacher motivates students, builds understanding, and encourages application of knowledge, skills, and ideas to real life issues, democratic citizenship, and future career applications.

1(q) The teacher models respect, integrity, caring, and responsibility in order to promote and nurture a school environment that fosters these qualities.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.2 Performance		X	

1.2 Analysis – Candidate and Completer interviews, Candidate observations, as well as lesson plans and portfolios provide evidence that indicators 1(l), (m), (n), (o), and (q) are being met. Evidences of STEM disciplines, arts (except visual), PE, and Health education were extremely limited; however, the EPP, interviews, and observations provided little or no evidence that 1(p) performances were happening. The reviewer saw limited evidence relating curricula to real life issues, democratic citizenship, and future career applications.

Sources of Evidence

- Candidate and Completer Interviews
- Candidate and Completer Portfolios
- Candidate observation
- Candidate and Completer Evaluations from personnel files
- Assignments from Ed 442

Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development

Knowledge

2(a) The teacher understands that young children's and early adolescents' literacy and language development influence learning and instructional decisions.

2(b) The teacher understands the cognitive processes of attention, memory, sensory processing, and reasoning, and recognizes the role of inquiry and exploration in developing these abilities.

Standard 2 Knowledge of Human Development and Learning	***Unacceptable***	***Acceptable***	***Exemplary***
2.1 Knowledge	X		

2.1 Analysis - The EPP provided evidence that teacher candidates are able to gain knowledge necessary to meet indicator 2(a). However, little or no evidence was provided by EPP that teacher candidates are able to meet indicator 2 (b). The reviewer could find no course syllabi that mentioned attention, memory, sensory processing and reasoning, nor recognizing the role of inquiry and exploration in developing these abilities.

Sources looked through for Evidence

- Syllabi for all required courses listed on Schedule of Courses for Teacher Certification Interdisciplinary Studies for Elementary Precertification Major
- Course descriptions linked to College of Idaho course catalog for same courses
- Interviews with candidates, completers, EPP Faculty, and Candidate Supervisors
- Elementary Education Candidate Pre-Intern Portfolios (paper)
- Elementary Education Candidate Intern (digital)

Performance

2(c) The teacher designs instruction and provides opportunities for students to learn through inquiry and exploration.

Standard 2 Knowledge of Human Development and Learning	***Unacceptable***	***Acceptable***	***Exemplary***
2.2 Performance		X	

2.2 Analysis – EPP provided evidence, as well as interviews and observations indicating that teacher candidates are able to design instruction and provide opportunities for students to learn through inquiry and exploration. It should be noted however, that all evidence found regarding inquiry lessons related directly to the teaching of science. Limited to no evidence was found that inquiry learning nor exploration were utilized across curricula areas.

Sources of Evidence

- Candidate and Completer Interviews
- Candidate and Completer Portfolios
- Candidate observation
- Candidate and Completer Evaluations from personnel files
- Linked assignments from EPP State Team Report

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities to meet students' diverse needs and experiences.

Knowledge

3(a) The teacher understands the necessity of appropriately and effectively collaborating with grade level peers, school intervention teams, parents/guardians, and community partners to meet differentiated needs of all learners.

3(b) The teacher understands that there are multiple levels of intervention and recognizes the advantages of beginning with the least intrusive.

Standard 3 Modifying Instruction for Individual Needs	***Unacceptable***	***Acceptable***	***Exemplary***
3.1 Knowledge		X	

3.1 Analysis – EPP provided evidence to indicate that teacher candidates have the opportunity to gain the knowledge for Standard 3. Required coursework as well as extensive classroom observation and teaching hours allow for candidates to learn (a) multiple ways to meet the differentiated needs of all learners. Evidence is weaker but still sufficient to indicate that teacher candidates learn (b) that there are multiple levels of intervention and recognize the advantages of beginning with the least intrusive.

Sources of Evidence

- Syllabi for all required courses listed on Schedule of Courses for Teacher Certification Interdisciplinary Studies for Elementary Precertification Major
- Course descriptions linked to College of Idaho course catalog for same courses
- Interviews with candidates, completers, EPP Faculty, and Candidate Supervisors
- Elementary Education Candidate Pre-Intern Portfolios (paper)
- Elementary Education Candidate Intern (digital)
- Guidelines for required assignments from Ed 442
- Ed 442 completed assignments

Performance

3(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.

3(d) The teacher systematically progresses through the multiple levels of intervention, beginning with the least intrusive.

Standard 3 Modifying Instruction for Individual Needs	*Unacceptable*	*Acceptable*	*Exemplary*
3.2 Performance	X		

3.2 Analysis – EPP provided evidence, as well as interviews and observations indicating that teacher candidates are able to (c) appropriately and effectively collaborate with grade level peers, school intervention teams, etc. to meet the differentiated needs of all learners. Specific examples were utilized during reviewer's observation of a candidate teaching. In a professional and caring manner, the candidate arranged her classroom so that a student who had forgotten her glasses that day was able to participate in the activity without feeling singled out. However, though EPP provided evidence, interviews, and observations, the reviewer was unable to find any evidence that the teacher candidate systematically progressed through the multiple levels of intervention beginning with the least intrusive. Interviews indicated that candidates had experienced various levels of intervention within their classroom settings but were unable to articulate how those interventions fit within the progressions.

Sources of Evidence

- Candidate and Completer Interviews
- Candidate observation

Standard 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

Standard 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.

Knowledge

5(a) The teacher understands the importance of teaching and re-teaching classroom expectations.

5(b) The teacher recognizes the importance of positive behavioral supports and the need to use multiple levels of intervention to support and develop appropriate behavior.

Standard 5 Classroom Motivation and Management Skills	*Unacceptable*	*Acceptable*	*Exemplary*
5.1 Knowledge	X		

5.1 Analysis – The EPP provided little or no evidence to indicate where teacher candidates learn classroom motivation and management skills such as (a) the importance of teaching and re-teaching classroom expectations or the importance of positive behavioral supports and (b) the need to use multiple levels of intervention to support and develop appropriate behavior. Due to

the fact that no specific motivation and management classes are offered, the reviewer looked at all provided syllabi for required courses for elementary education precertification minor as well as provided syllabi for required courses for 5th year internship. The reviewer found topics which listed classroom management or classroom motivation. However, no objectives or topics were listed that indicated that these topics were covered. Interviews indicated that much classroom management and motivation knowledge was gained from cooperating teachers out in the field.

Sources of Evidence

- No evidence provided.

Performance

5(c) The teacher consistently models and teaches classroom expectations.
5(d) The teacher utilizes positive behavioral supports and multiple levels of intervention to support and develop appropriate behavior.

Standard 5 Classroom Motivation and Management Skills	***Unacceptable***	***Acceptable***	***Exemplary***
5.2 Performance	X		

5.2 Analysis – The EPP provided limited evidence that the teacher candidates (c) consistently model and teach classroom expectations. Limited evidence was provided that teacher candidates (d) utilize positive behavioral supports and multiple levels of intervention to support and develop appropriate behavior. The candidate the reviewer was able to observe was above and beyond excellent with classroom management. In the short observation period both 5a and 5b were utilized multiple times in multiple ways effectively. However, reviewer was unable to determine through additional interviews or portfolio classroom management plans that candidates were able to perform either of these skills.

Sources of Evidence

- Candidate Observation
- Candidate and Completer Interviews
- EPP Faculty interviews
- Candidate and Completer Portfolios
- Completer personal folders

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster learning and communication skills in the classroom.

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, curriculum goals, and instructional strategies.

Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine teaching effectiveness.

Standard 9: Professional Commitment and Responsibility - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine teaching effectiveness.

Standard 10: Partnerships - The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.

Summary

Type of Standard	Total Number of Standards	Unacceptable	Acceptable	Exemplary
Knowledge	4	3	1	0
Performance	4	2	2	0

Areas for Improvement

- EPP needs to find a way to identify where teacher candidates will have the opportunity to gain subject knowledge necessary for 1(f), (g), (h), (i)
- EPP needs to find a consistent way for teacher candidates to practice performances for 1(p)
- EPP needs to find a way to identify where teacher candidates will have the opportunity to gain knowledge of human development for 2(b)
- EPP might want to look for ways to expand teacher candidate knowledge and performance of 2(c) students learning through inquiry and exploration beyond science lessons
- EPP needs to identify a consistent way for teacher candidates to perform their knowledge of 3(d), systematically progressing students through the multiple levels of intervention beginning with the least intrusive.
- EPP needs to more clearly identify where teacher candidates are going to learn the classroom motivation and management skills necessary to become successful teachers.
- EPP needs to more clearly identify where teacher candidates are going to showcase their knowledge of 5(d)

Recommended Action on Elementary Education

☐ Approved

☐ Conditionally Approved
- ☐ Insufficient Evidence
- ☐ Lack of Completers
- ☐ New Program

☒ Not Approved

IDAHO STANDARDS FOR ENGLISH LANGUAGE ARTS TEACHERS

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) Candidates demonstrate knowledge of developmental levels in reading, writing, listening, viewing, and speaking and plan for developmental stages and diverse ways of learning.

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 1 Learner Development	***Unacceptable***	***Acceptable***	***Exemplary***
1.2 Performance	X		

1.2 Analysis – Candidate observation and discussion regarding observation: showing knowledge of 1(a). Candidate discussion with EPP and review did reflect candidate belief that the range of text in ENG course 1(b). EPP did not directly provide any evidence to review for this standard, and minimal evidence was found upon deeper review. Lack of evidence of 1(c) No evidence of adolescent materials other than poetry or at the higher level ENG content area. No evidence was found to support how digital media was supported, from the institution.

Sources of Evidence

- Candidate interviews
- Faculty interviews

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) Candidates design and/or implement 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 2 Learning Difference	***Unacceptable***	***Acceptable***	***Exemplary***
2.2 Performance	X		

2.2 Analysis – Candidate report on current social issues (gender equality) 2(a). This was a group project. EPP did not directly provide any evidence to review for this standard, and minimal evidence was found upon deeper review.

Sources of Evidence

- Candidate portfolios

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) 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.).

Standard 3 Learning Environments	***Unacceptable***	***Acceptable***	***Exemplary***
3.2 Performance		X	

3.2 Analysis – Candidate portfolios include brief candidate write-ups around the Charlotte Danielson (CD) framework. Only one portfolio provided evidence of a clear Educational philosophy paper while the other two had included more brief examples of candidate philosophies in their CD sections. Portfolios had a "resume" quality to them, verses a deep reflection of evidence of meeting the standards. 3(a) Observation and Lead Techer interviews support that Candidates come to them prepared to support this standard.

Sources of Evidence

- Candidate portfolios
- Candidate observation
- Lead Teacher interview

The acceptance of this standard was weighted heavily on strong candidate observation and Teacher Leader interviews.

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) 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 able to use literary theories to interpret and critique a range of texts.

4(b) Candidates demonstrate knowledge and use the conventions of English 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(c) 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 use contemporary technologies and/or digital media to compose multimodal discourse.

4(d) Candidates demonstrate knowledge and use strategies for acquiring and applying vocabulary knowledge to general academic and domain specific words as well as unknown terms important to comprehension (reading and listening) or expression (speaking and writing).

Standard 4 Content Knowledge	***Unacceptable***	***Acceptable***	***Exemplary***
4.2 Performance	X		

4.2 Analysis – Candidate sample lesson plans provide minimal evidence of indicators 4(c) and 4(d). EPP did not directly provide any additional evidence to review for this standard, and minimal evidence was found upon deeper review.

Sources of Evidence

- Candidate sample lesson plans

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) Candidates design and/or implement 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) Candidates design and/or implement 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) Candidates design and/or implement instruction related to a breadth and depth of texts, purposes, and complexities (e.g., literature, digital, visual, informative, argument, narrative, poetic) that lead to students becoming independent, critical, and strategic readers, writers, speakers, and listeners.

5(d) Candidates design and/or implement instruction related to speaking and listening that lead to students becoming critical and active participants in conversations and collaborations.

Standard 5 Application of Content	***Unacceptable***	***Acceptable***	***Exemplary***
5.2 Performance	X		

5.2 Analysis- Candidate interview showed strong preparedness for understanding text 5(c), Candidate portfolio confirmed use of a variety of cultural text 5(c), and Candidate portfolio regarding social justice displayed reflection of work 5(b). No additional evidence was found to show performance in indicators 5(a) and 5(d).

Sources of Evidence

- Candidate interviews
- Candidate portfolio

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) 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 design or knowledgeably select appropriate reading assessments in response to student interests, reading proficiencies, and/or reading strategies.

6(c) Candidates design or knowledgeably select 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. Candidates respond to students' writing

throughout the students' writing processes in ways that engage students' ideas and encourage their growth as writers over time.

6(d) 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 communicate with students about their performance in ways that actively involve students in their own learning.

Standard 6 Assessment	*Unacceptable*	*Acceptable*	*Exemplary*
6.2 Performance	X		

6.2 Analysis – Candidate portfolio provide evidence of indicators 6(c) and 6(d). However, no additional evidence was found for indicators 6(a) and 6 (b).

Sources of Evidence

- Candidate portfolio
- Candidate lesson plans

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 plan 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 plan 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 use 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 use 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 7 Planning for Instruction	*Unacceptable*	*Acceptable*	*Exemplary*
7.2 Performance	X		

7.2 Analysis – Candidate lesson plan/text analysis provide evidence for indicator using 7(d). The EPP did not directly provide any additional evidence to review for this standard, and minimal evidence was found upon deeper review.

Sources of Evidence

- Candidate lesson plan

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 8 Instructional Strategies	*Unacceptable*	*Acceptable*	*Exemplary*
8.2 Performance	X		

8.2 Analysis – Candidate observation provides minimal evidence that teacher candidates are able to plan and implement instruction based on ELA curricular requirements and standards. However, no additional evidence was found for this standard.

Sources of Evidence

- Candidate observation

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 model literate and ethical practices in ELA teaching, and engage in a variety of experiences related to ELA and reflect on their own professional practices.

Standard 9 Professional Learning and Ethical Practice	***Unacceptable***	***Acceptable***	***Exemplary***
9.2 Performance	X		

9.2 Analysis – Candidate reflection on Leadership & Collaboration project was found to provide minimal evidence for standard 9.

Sources of Evidence

- Candidate reflection on Leadership & Collaboration

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.

Performance

10(a) 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.

Standard 10 Leadership and Collaboration	***Unacceptable***	***Acceptable***	***Exemplary***
10.2 Performance	X		

10.2 Analysis – Candidate reflection on Leadership & Collaboration project provides minimal evidence of standard 10. No additional evidence was provided by EPP.

Sources of Evidence

- Candidate reflection on Leadership & Collaboration project

Summary

Candidates interviewed and observed showed to be strong educators. Interviews with Lead Teachers and Alumni show strong evidence of successful placement in classrooms of candidates, and strong reflection/feedback processes in all areas, but evidence of feedback and policies is lacking. EPP provide large quantities of informal feedback/support/ guidance, but there is a lack of recordable evidence to support effectiveness of candidate success.

Evidence gathered was from a low number of candidates based on resources made available. Candidate evidence (standard numbers) did not match Idaho Standards for English Language Arts Teacher Standards. This made review difficult.

Type of Standard	Total Number of Standards	Unacceptable	Acceptable	Exemplary
Knowledge				
Performance	10	9	1	

Areas for Improvement

- A stronger process for gathering evidence is needed to support reviewing of program
    - Gather Evidence based on Idaho Standards for English Language Arts Teachers
    - Suggest notations in Charlotte Danielson Framework that shows alignment to Idaho Standards for English Language Arts Teachers
- Consistent procedures for adjunct so 5th year support is measurable, covers minimal expectations for all candidates, and strong evidence can be provided
- Consistent minimal procedures for EPP
- Make sure that EPP is using correct language when working with Candidates and P-12 Standards
    - Idaho Content Standards, not Common Core or Idaho Core Standards

Recommended Action on English Language Arts

☐ Approved

☐ Conditionally Approved
- ☐ Insufficient Evidence
- ☐ Lack of Completers
- ☐ New Program

☒ Not Approved

IDAHO STANDARDS FOR MATHEMATICS TEACHERS

Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of mathematics and creates learning experiences that make these aspects of mathematics meaningful for students.

Knowledge

1(a) The teacher knows a variety of problem-solving approaches for investigating and understanding mathematics.
1(b) The teacher understands concepts of algebra.
1(c) The teacher understands the major concepts of geometry (Euclidean and non-Euclidean) and trigonometry.
1(d) The teacher understands basic concepts of number theory and number systems.
1(e) The teacher understands concepts of measurement.
1(f) The teacher understands the concepts of limit, continuity, differentiation, integration, and the techniques and application of calculus.
1(g) The teacher understands the techniques and applications of statistics, data analysis, and probability (e.g., random variable and distribution functions).
1(h) The teacher knows how to effectively evaluate the legitimacy of alternative algorithms.
1(i) The teacher understands the historical and cultural significance of mathematics and the changing way individuals learn, teach, and do mathematics.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.1 Knowledge		X	

1.1 ***Analysis –*** Syllabi provided for mathematics content courses offered for Candidates seeking secondary math certification. Other evidence provided primarily consisted of exams; one piece of evidence was an example of an in-class workshop and another a worksheet. Candidate portfolios were accessed to document content knowledge through transcripts and PRAXIS scores. Please see specific examples for each knowledge subsection below:

1(a): Misaligned evidence provided; the standard is asking for evidence that the Candidate has an understanding of how to incorporate a variety of problem-solving instructional approaches in their own teaching. Evidence found that Candidates received instruction on this practice in the EDU 542 Secondary Math Methods syllabus.

1(b): Pre-requisite mathematics courses cover algebraic content necessary to complete mathematics courses for a mathematics degree; those courses that focus on the concepts

of algebra needed to teach at the secondary level. Syllabus provided for MAT 275 Multivariable calculus.

1(c): Evidence provided on Introduction to Proof, MAT 280 through 283, courses that cover geometry content relative to other mathematical content; such as, algebraic geometry found in number theory and transformations in sets and functions. The syllabus for Mathematics 370 – Geometry, a course required of secondary math Candidates, was provided; content aligned to the standard.

1(d): Syllabi and handout evidence provided indicates that the Candidate receives instruction in the basic concepts of number theory and number systems; MAT 280 and 252.

1(e): Program content courses cover concept of measurement; mandatory physics courses extend the needed understanding of measurement.

1(f): Syllabi and exam evidence provided indicates that the Candidate receives instruction on the concepts of limit, continuity, differentiation, integration, and the techniques and application of calculus; Applied Calculus, Single-Variable Calculus and Multi-Variable Calculus.

1(g): Syllabi and exam evidence provided for statistics courses indicate that the Candidate will receive the needed instruction to meet the standard; per content interview, a statistics course is mandatory for all Candidates seeking a secondary math certificate; MAT 125, 212 and/or 311.

1(h): Misaligned evidence; the standard is asking for evidence that the Candidate has an understanding of how to determine if an alternative algorithm that a student comes up with is legitimate, and how that alternative algorithm connects to the standard algorithm. Evidence found in the EDU 542 Secondary Math Methods syllabus; activities and required text align to the standard; however, the Mathematical Mindset text, by Jo Bohler, only focuses on elementary level application.

1(i): The syllabus and exam provided documents that the Candidate receives instruction on the history of mathematics.

Sources of Evidence

- Mathematics Program: Syllabi, exams, worksheets, and classroom activities
- Mathematics Program Faculty: Interviews
- Candidate Portfolios: PRAXIS Scores, transcripts and exams

Performance

1(j) The teacher incorporates the historical perspective and current development of mathematics in teaching students.

1(k) The teacher applies appropriate and correct mathematical concepts in creating learning experiences

Standard 1 Knowledge of Subject Matter	*Unacceptable*	*Acceptable*	*Exemplary*
1.2 Performance		X	

1.2 ***Analysis –*** Candidate portfolios provided; please see specifics below:

- All Candidates completing a secondary education minor are required to take EDU 301 – Foundations of Schooling, which provides candidates with instruction on the sociocultural, historical, philosophical, and political contexts that have been a part of shaping education in the United States. However, this evidence not directly related to the teaching of mathematics.
- A Psych 221 Candidate comparison paper provided insight on learning theories and how they apply to mathematics instruction. However, this evidence does not directly relate to the teaching of mathematics.
- One piece of evidence was provided that directly related to current development of mathematics; a teacher interview provided the Candidate with information on the recent changes in the Idaho Content Standards for Mathematics and how that will affect instructional strategies.
- One lesson plan was found that addresses multiplying of polynomials through the use of the area model.
- Lesson plan that provided students with background information on the instructional topic; lesson plan did not provide a description of the background provided.

Sources of Evidence

- PSYCH 221 paper
- Teacher interview
- Lesson plans

Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.

Knowledge

2(a) The teacher knows how to make use of students' mathematical development, knowledge, understandings, interests, and experiences.

2(b) The teacher knows how to plan learning activities that respect and value students' ideas, ways of thinking, and mathematical dispositions

Standard 2 Knowledge of Human Development and Learning	***Unacceptable***	***Acceptable***	***Exemplary***
2.1 Knowledge	X		

2.1 Analysis – *Candidate portfolios provided:*

- A Teaching Exceptional Students' exam was provided; exam questions focused on terminology/definition, law and policy, and short answer questions on the brain and student learning, disabilities and accommodations, and one question regarding classroom design to meet the needs of all students. This is a great first step towards understanding human development and learning; however, there was no evidence that specifically addressed how Candidates use the knowledge of how students learn mathematics and develop mathematical thinking to inform instruction.
- Teacher explained how she takes into consideration student experiences when creating lessons.

Sources of Evidence

- Teaching exceptional children exam
- Teacher interview

Performance

2(c) The teacher encourages students to make connections and develop a cohesive framework for mathematical ideas.

2(d) The teacher plans and delivers learning activities that respect and value students' ideas, ways of thinking, and promote positive mathematical dispositions.

Standard 2 Knowledge of Human Development and Learning	***Unacceptable***	***Acceptable***	***Exemplary***
2.2 Performance	X		

2.2 Analysis – Candidates portfolios provided minimal evidence that indicators 2(c) and 2(d) were met. However, no additional evidence could be found for these performances.

- Lesson plan using social media connections for students to explain their understanding of the properties of two-dimensional shapes.
- Candidate evaluations that spoke to Candidates creating lessons that build on prior knowledge.

Sources of Evidence

- Lesson plan
- Candidate evaluations

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities that are modified for students with diverse needs.

Knowledge

3(a) The teacher knows how to create tasks at a variety of levels of mathematical development, knowledge, understanding, and experience.

Standard 3 Modifying Instruction for Individual Needs	***Unacceptable***	***Acceptable***	***Exemplary***
3.1 Knowledge		X	

3.1 Analysis – Candidates portfolios provided:

- A Candidate provided a Text Set or a list of resources with descriptions that a high school student could use to get help with solving word problems; this resource was developed to allow students to choose different resources based on their learning type; i.e. book, video, software, etc.
- A reflection in a portfolio on how assessments could be modified for students who need accommodations; no sample assessment provided.
- A reflection paper provided on how the Candidate assessed learning gaps in students' mathematical knowledge and researched district and other resources that were utilized to help in filling the learning gaps identified.
- A journal/record of intervention strategies that were used with students was provided by a Candidate

Sources of Evidence

- Text Set
- Assessment modification reflection
- Journal/record of interventions

Performance

3(b) The teacher assists students in learning sound and significant mathematics and in developing a positive disposition toward mathematics by adapting and changing activities as needed.

Standard 3 Modifying Instruction for Individual Needs	*Unacceptable*	*Acceptable*	*Exemplary*
3.2 Performance		X	

3.2 Analysis – Candidates portfolios provided as evidence; please see specifics below:

- One Candidate portfolio provides a summary of possible general accommodations/modifications for students with Attention Deficit Hyperactive Disorder (ADHD); however, only engagement and progress monitoring modifications were identified.
- Adding Like Fractions Anchor Chart to aid visual learners
- Jeopardy Review Math Game to cover several approaches for multiple learners, visuals, auditory, collaboration and individual work.

Sources of Evidence

- General accommodations for ADHD students
- Adding Like Fractions Anchor Chart
- Jeopardy review math game

Standard 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop students' critical thinking, problem solving, and performance skills.

Knowledge

4(a) The teacher knows how to formulate or access tasks that elicit students' use of mathematical reasoning and problem-solving strategies.
4(b) The teacher knows a variety of instructional strategies for investigating and understanding mathematics including problem solving approaches.
4(c) The teacher understands the role of axiomatic systems and proofs in different branches of mathematics as it relates to reasoning and problem solving.
4(d) The teacher knows how to frame mathematical questions and conjectures.
4(e) The teacher knows how to make mathematical language meaningful to students.
4(f) The teacher understands inquiry-based learning in mathematics.
4(g) The teacher knows how to communicate concepts through the use of mathematical representations (e.g., symbolic, numeric, graphic, verbal, and concrete models).
4(h) The teacher understands the appropriate use of technology in teaching and learning of mathematics (e.g., graphing calculators, dynamic geometry software, and statistical software).

Standard 4 Multiple Instructional Strategies	*Unacceptable*	*Acceptable*	*Exemplary*
4.1 Knowledge	X		

4.1 Analysis – Candidate portfolios provided:

- A two-page refection on an observation of an integrated mathematics lesson provided for some evidence of indicator 4(a) a means to develop deeper critical thinking and problem solving skills in students through the use of incorporating literacy in a mathematics lesson.
- Candidate observation provided real-time exposure to the teaching using mathematical language meaningfully; students using mathematical language meaningfully as well.
- Lesson plans provided focused on direct instruction and show that the Candidate knows how to communicate concepts through the use of mathematical representations.
- Lesson plans and reflective papers provided evidence of students using technology to deliver the instruction - such as SmartBoards, but not for interacting/learning math – such as, Desmos or Geogebra.
- Inquiry-based learning examples are not inquiry based in that the learning is not active based nor do they originate from an agreed upon/posed problem with student input; a worksheet that generates student engagement is not inquiry based.
- Lesson plans that indicate that students will be engaged in problem solving and mathematical reasoning do not have tasks that require students to participate in discourse nor to generalize to understand the standard algorithm.
- Not enough evidence to meet all indicators under the standard.

Sources of Evidence

- Flipped classroom video
- Candidate Classroom Observation Reflection
- Lesson Plans
- Candidate on-site observation

Performance

4(i) The teacher formulates or accesses tasks that elicit students' use of mathematical reasoning and problem-solving strategies.

4(j) The teacher uses a variety of instructional strategies to support students in investigating and understanding mathematics, including problem solving approaches.

4(k) The teacher uses and involves students in both formal proofs and intuitive, informal exploration.

4(l) The teacher uses a variety of instructional strategies to develop students' use of standard mathematical terms, notations, and symbols.

4(m) The teacher uses and encourages the students to use a variety of representations to communicate mathematically.

4(n) The teacher engages students in mathematical discourse by encouraging them to make conjectures, justify hypotheses and processes, and use appropriate mathematical representations.

4(o) The teacher uses and involves students in appropriate use of technology to develop students' understanding (e.g., graphing calculators, dynamic geometry software, and statistical software).

Standard 4 Multiple Instructional Strategies	***Unacceptable***	***Acceptable***	***Exemplary***
4.2 Performance	X		

4.2 Analysis – Candidate evaluations of student teaching provided; see specifics below:

- Program faculty provided feedback on the need for a variety of instructional strategies when direct instruction is overemphasized; could not find follow-up on Candidate growth.
- Additional evaluations provided feedback on growth in Candidate's ability to adjust future instruction after reflection.
- Candidate lesson plan on exploring the interior angles of a triangle; with a natural extension to the relationship between interior and exterior angles. Student work provided as well as a reflection on the level of discourse within the activity.
- A link to a flipped classroom instructional video was provided to demonstrate the use of multiple instructional strategies; but the video would not open.
- Lesson plan on applying linear functions stated that student would be applying the knowledge of linear functions to a social science example; but social science example was not provided. Lesson plans are very procedural in nature with little or no connection to standards, both the content and standards for mathematical practices; it is probably there but the evidence is not captured.
- Lesson plan on a Bridge Experiment provided a rubric that evaluated students on complex and refined mathematical reasoning.
- Lesson plans state that the instruction/task is aligned to the Standards for Mathematical Practices; however, descriptions of this in action are not provided, nor do the instructional tasks provided elicit the mathematical practices from students. Tasks are aligned to direct instruction with note taking and practice to follow.
- Lesson plans show that Candidates develop students' use of standard mathematical terms, notations, and symbols, but primarily through direct instruction.
- Formative Mid-Term Assessment of Candidate indicates that the instruction techniques used engage students; however, there is no information on how the task meets the performance indicators under Standard 4.
- Not enough evidence to meet all indicators under the standard.

Sources of Evidence

- Candidate evaluations

- Lesson plan
- Flipped classroom
- Formative Mid-Term Assessment

Standard 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster inquiry, collaboration, and supportive interaction in and beyond the classroom.

Knowledge

6(a) The teacher knows and uses appropriate mathematical vocabulary/terminology.

Standard 6 Communication Skills	***Unacceptable***	***Acceptable***	***Exemplary***
6.1 Knowledge		X	

6.1 Analysis – Candidate portfolios syllabi and reflections indicate that the teacher candidate knows and uses appropriate mathematical vocabulary/terminology.

Sources of Evidence

- Candidate portfolios
- Required coursework syllabi
- Intern Final Checklist

Performance

6(b) The teacher encourages students to use appropriate mathematical vocabulary/terminology.
6(c) The teacher fosters mathematical discourse.

Standard 6 Communication Skills	***Unacceptable***	***Acceptable***	***Exemplary***
6.2 Performance	X		

6.2 Analysis – Candidate portfolios and interviews are a source of evidence that indicates 6(b) performance. However, no additional evidence could be found for 6(b) or 6(c).

Sources of Evidence

- Candidate teacher interview
- Field experience review
- Word Ladder Activity

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based upon knowledge of subject matter, students, the community, and curriculum goals.

Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine program effectiveness.

Knowledge

8(a) The teacher knows how to assess students' mathematical reasoning

Standard 8 Assessment of Student Learning	***Unacceptable***	***Acceptable***	***Exemplary***
8.1 Knowledge	X		

8.1 Analysis – Candidate portfolios and candidate personal files provide minimal or no evidence that teacher candidates know how to assess student' mathematical reasoning.

Sources of Evidence

- Evaluation of candidate
- Exit ticket

Performance

8(b) The teacher assesses students' mathematical reasoning.

Standard 8 Assessment of Student Learning	***Unacceptable***	***Acceptable***	***Exemplary***
8.2 Performance	X		

8.2 Analysis – Candidate portfolio evidence indicates that teacher candidates assess students but no evidence was found to indicate that assessment of mathematical reasoning was taking place.

Sources of Evidence

- Candidate portfolios

Standard 9: Professional Commitment and Responsibility - The teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of teaching.

Standard 10: Partnerships - The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.

Standard 11: Connections among Mathematical Ideas – The teacher understands significant connections among mathematical ideas and their applications of those ideas within mathematics, as well as to other disciplines.

Knowledge

11(a) The teacher has a broad base of knowledge and understanding of mathematics beyond the level at which he or she teaches to include algebra, geometry and measurement, statistics and data analysis, and calculus.
11(b) The teacher understands the interconnectedness between strands of mathematics.
11(c) The teacher understands a variety of real-world applications of mathematics.

Standard 11 Connections among Mathematical Ideas	***Unacceptable***	***Acceptable***	***Exemplary***
11.1 Knowledge	X		

11.1 Analysis – Candidate-required course work provide evidence for 11(a). However, no evidence was provided that teacher candidates meet knowledge for 11(b) and 11(c).

Sources of Evidence

- Course syllabi
- Transcripts

Performance

11(d) The teacher uses and encourages students to use mathematical applications to solve problems in realistic situations from other fields (e.g. natural science, social science, business, and engineering).
11(e) The teacher encourages students to identify connections between mathematical strands.
11(f) The teacher uses and encourages students to use mathematics to identify and describe patterns, relationships, concepts, processes, and real-life constructs.

Standard 11 Connections among Mathematical Ideas	*Unacceptable*	*Acceptable*	*Exemplary*
11.2 Performance	X		

11.2 Analysis – Candidate portfolios provide one source of evidence for 11(d). However, no evidence was provided for 11(e) or 11(f).

Sources of Evidence

- Lesson plans

Summary

Type of Standard	Total Number of Standards	Unacceptable	Acceptable	Exemplary
Knowledge	7	4	3	
Performance	7	5	2	

Areas for Improvement

- It was difficult to evaluate whether the EPP met each standard due to the lack of evidence. This was partially due to the low number of Completers; however, a good portion of the evidence/artifacts provided either did not show alignment to the standards or did not provide enough information to determine one way or another. Evidence/artifacts need to consist of more than just a reflection of the Candidate's instruction or work. Lesson plans that show evidence of the knowledge indicators, as well as how the embedded tasks help the students meet the performance standards need to be included. For instance, a list of instructional strategies does not provide the evidence that multiple instructional strategies are utilized.
- The EPP's Candidate classroom observation form focuses more on the delivery of the instruction (i.e. the candidate presented well, had good classroom management, etc.) with little regard to variations to increase student learning, as indicated in the standards, primarily Standard 4, Instructional Strategies, and Standard 11, Connections among Mathematical Ideas.

Recommended Action on Mathematics

☐ Approved

☐ Conditionally Approved
- ☐ Insufficient Evidence
- ☐ Lack of Completers
- ☐ New Program

☒ Not Approved

IDAHO FOUNDATION STANDARDS FOR SCIENCE TEACHERS

Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.

Knowledge

1(a) The teacher knows the history and nature of science and scientific theories.
1(b) The teacher understands the science content with in the context of the Idaho Science Content Standards within their appropriate certification.
1(c) The teacher understands the concepts of form and function.
1(d) The teacher understands the interconnectedness among the science disciplines.
1(e) The teacher understands the process of scientific inquiry: investigate scientific phenomena, interpret findings, and communicate results.
1(f) The teacher knows how to construct deeper understanding of scientific phenomena through study, demonstrations, and laboratory and field activities.
1(g) The teacher understands the importance of accurate and precise measurements in science and reports measurements in an understandable way.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.1 Knowledge		X	

1.1 Analysis – A combination of course syllabi, required coursework, and scope/sequences provide acceptable evidence that teacher candidates demonstrate an understanding of the central concepts, tools of inquiry, and structures of the science disciplines. Secondary science candidates complete an undergraduate degree in a science content area (biology, chemistry, physics) before completing their education minor. Through this approach, candidates develop considerable scientific knowledge. The secondary science methods course (EDU541) provides candidates opportunities to translate their knowledge of and experiences with science at the university level into teaching and learning contexts for secondary students during their internship placement and beyond. Evidence from EDU 541 demonstrates that candidates are taught to focus instruction through the lens of the Idaho State Science Standards/Next Generation Science Standards and emphasize methods of science instruction aligned with current standards and recent changes in science teaching. Evidence provided by the EPP aligned with all knowledge indicators.

Sources of Evidence

- Required course Syllabi
- Praxis scores
- Candidate transcripts

Performance

1(h) The teacher provides students with opportunities to view science in its cultural and historical context by using examples from history and including scientists of both genders and from varied social and cultural groups.
1(i) The teacher continually adjusts curriculum and activities to align them with new scientific data.
1(j) The teacher provides students with a holistic, interdisciplinary understanding of concepts in life, earth systems/space, physical, and environmental sciences.
1(k) The teacher helps students build scientific knowledge and develop scientific habits of mind.
1(l) The teacher demonstrates competence in investigating scientific phenomena, interpreting findings, and communicating results.
1(m) The teacher models and encourages the skills of scientific inquiry, including creativity, curiosity, openness to new ideas, and skepticism that characterize science.
1(n) The teacher creates lessons, demonstrations, and laboratory and field activities that effectively communicate and reinforce science concepts and principles.
1(o) The teacher engages in scientific inquiry in science coursework.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.2 Performance		X	

1.2 Analysis – Candidate lesson plans and unit plans along with limited examples of student work provide acceptable evidence that teacher candidates create learning experiences that make science subject matter meaningful for students. Evidence was provided across each subject area: biology, chemistry, and physics. Evidence provided by the EPP aligned with most performance indicators.

Sources of Evidence

- Candidate science units
- Candidate lab projects
- Candidate unit plan and assignment rubric from candidate portfolio
- Candidate lesson plans

Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.

Knowledge

2(a) The teacher knows how students construct scientific knowledge and develop scientific habits of mind.
2(b) The teacher knows commonly held conceptions and misconceptions about science and how they affect student learning.

Standard 2 Knowledge of Human Development and Learning	*Unacceptable*	*Acceptable*	*Exemplary*
2.1 Knowledge		X	

2.1 Analysis – Syllabi and required coursework provide acceptable evidence that teacher candidates understand how students learn and develop, and provide opportunities that support their intellectual, social, and personal development. In the secondary science methods course (EDU 451) candidates explore historical and current philosophies on science teaching. Evidence provided by the EPP aligned with knowledge indicators.

Sources of Evidence

- Syllabi, scope/sequence, and assignment descriptions
- Candidate portfolios
- Interview with methods instructor

Performance

2(c) The teacher identifies students' conceptions and misconceptions about the natural world.

2(d) The teacher engages students in constructing deeper understandings of the natural world.

Standard 2 Knowledge of Human Development and Learning	*Unacceptable*	*Acceptable*	*Exemplary*
2.2 Performance		X	

2.2 Analysis – Candidate lesson plans, reflections, and limited student work samples provide evidence that teacher candidates understand how students learn and develop, and provide opportunities to support their intellectual, social, and personal development. Some examples were provided to demonstrate how teaching candidates administer pre-tests to check for prior knowledge and understanding. Candidate-created assignments involved students pursuing inquiry and research-based learning tasks. Evidence provided by the EPP aligned with all performance indicators.

Sources of Evidence

- Candidate lesson plans and assessment
- Candidate work sample
- Candidate reflections in professional portfolios
- Observation and interview with recent completer

Standard 3: Modifying Instruction for Individual Needs Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities to meet students' diverse needs and experiences.

Standard 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop students' critical thinking, problem solving, and performance skills.

Knowledge

4(a) The teacher understands how to apply mathematics and technology to analyze, interpret, and display scientific data.
4(b) The teacher understands how to implement scientific inquiry.
4(c) The teacher understands how to engage students in making deeper sense of the natural world through careful orchestration of demonstrations of phenomena for larger groups when appropriate.
4(d) The teacher understands how to use research based best practices to engage students in learning science.

Standard 4 Multiple Instructional Strategies	***Unacceptable***	***Acceptable***	***Exemplary***
4.1 Knowledge		X	

4.1 Analysis – A combination of evidence from EPP coursework in science (including assignment examples) and interviews with faculty, demonstrates that teacher candidates understand and use a variety of instructional strategies to develop students' critical thinking, problem solving, and performance skills. Evidence provided by the EPP aligned with all knowledge indicators. Interview with EDU 541 (secondary science methods) instructor described how an emphasis was placed on the Idaho State Science Standards and unpacking the three dimensional approach to the standards and utilizing them as a best practice for developing standards-based instruction. Textbook utilizes a variety of strategies with video vignettes that are analyzed in class (indicator 4d).

Sources of Evidence

- Required course syllabi
- Candidate instructional strategies binders
- Interview with adjunct faculty

Performance

4(e) The teacher applies mathematical derivations and technology in analysis, interpretation, and display of scientific data.
4(f) The teacher uses instructional strategies that engage students in scientific inquiry and that develop scientific habits of mind.

4(g) The teacher engages students in making deeper sense of the natural world through careful orchestration of demonstrations of phenomena for larger groups when appropriate

Standard 4 Multiple Instructional Strategies	***Unacceptable***	***Acceptable***	***Exemplary***
4.2 Performance		X	

4.2 Analysis – A combination of candidate lesson plans, observations, an interview with a recent completer, and an interview with adjunct faculty provide acceptable evidence that teacher candidates understand and use a variety of instructional strategies to develop students' critical thinking, problem solving, and performance skills. In secondary science methods course, candidates develop demonstrations of scientific phenomena, develop labs that match phenomena and standards, and practice delivering instruction to groups of adults and students. An interview with EDU 541 (secondary science methods) instructor described a specific and detailed activity from the course where the candidate took a topic from a HS physics text, identified the key phenomena, created a demonstration of the key phenomena, and developed a lab activity and assessment. The candidate practiced this learning context with a group of teachers and HS students, who positioned themselves as learners and asked authentic questions as they worked through the lesson. Evidence provided by the EPP aligned with all performance indicators.

Sources of Evidence

- Candidate portfolio
- Observation and interview with recent completer
- Interview with adjunct faculty

Standard 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster inquiry, collaboration, and supportive interaction in and beyond the classroom.

Knowledge

6(a) The teacher knows how to use a variety of interfaced electronic hardware and software for communicating data.

6(b) The teacher knows how to use graphics, statistical, modeling, and simulation software, as well as spreadsheets to develop and communicate science concepts.

6(c) The teacher understands technical writing as a way to communicate science concepts and processes.

Standard 6 Communication Skills	*Unacceptable*	*Acceptable*	*Exemplary*
6.1 Knowledge		X	

6.1 Analysis – Interviews with department chairs from biology, chemistry, and physics along with examples of lab syllabi provide evidence that teacher candidates demonstrate an adequate understanding of how to use a variety of communication techniques to foster inquiry, collaboration, and supportive interaction in and beyond the classroom. Specifically, faculty described several applications of technical writing where candidates received instruction on how to produce technical writing and revise/refine writing. In these examples, candidates were explicitly taught essential components of technical report writing. Some candidates have opportunities to co-author research with faculty. Candidates use a variety of hardware and software in the lab components of their science courses. Evidence provided by the EPP aligned with all knowledge indicators.

Sources of Evidence

- Interview with department chairs
- Required course assignment guidelines
- Student research conference at College of Idaho
- Interview with adjunct faculty

Performance

6(d) The teacher models the appropriate scientific interpretation and communication of scientific evidence through technical writing, scientific posters, multimedia presentations, and electronic communications media.

6(e) The teacher engages students in sharing data during laboratory investigation to develop and evaluate conclusions.

6(f) The teacher engages students in the use of computers in laboratory/field activities to gather, organize, analyze, and graphically present scientific data.

6(g) The teacher engages students in the use of computer modeling and simulation software to communicate scientific concepts.

Standard 6 Communication Skills	*Unacceptable*	*Acceptable*	*Exemplary*
6.2 Performance	X		

6.2 Analysis – Insufficient evidence was provided to demonstrate that teacher candidates use a variety of communication techniques to foster inquiry, collaboration, and supportive interaction in and beyond the classroom. Some lesson plans that could have potentially met the standard were provided in the evidence, but a lack of student work samples connected to these lessons

made it difficult to determine if/how students were using various modes of communication and technology. Evidence provided by the EPP aligned with half of the performance indicators.

Sources of Evidence

- Candidate interview
- Candidate portfolio

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, curriculum goals, and instructional strategies.

Standard 8: Assessment of Student Learning - Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine teaching effectiveness.

Standard 9: Professional Commitment and Responsibility - The teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of teaching.

Knowledge

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.

Standard 9 Professional Commitment and Responsibility	***Unacceptable***	***Acceptable***	***Exemplary***
9.1 Knowledge		X	

9.1 Analysis – A combination of course syllabi, interviews with subject matter faculty, and candidate research projects demonstrate that candidates have knowledge of research related to their science content area (biology, chemistry, physics) and the practice of teaching. In a variety of science contexts, candidates are required to interact with research related to their science content area. Candidates also consider current practices of teaching and learning science in the EDU 541 secondary science methods course. Evidence provided by the EPP aligned with all knowledge indicators.

Sources of Evidence

- Required course syllabi
- Interview with College faculty
- Capstone independent research project
- Required course assignments

Performance

9(c) The teacher incorporates current research related to student learning of science into science curriculum and instruction.

9(d) The teacher incorporates current scientific research findings into science curriculum and instruction.

Standard 9 Professional Commitment and Responsibility	***Unacceptable***	***Acceptable***	***Exemplary***
9.2 Performance	X		

9.2 Analysis – EPP provided insufficient evidence to demonstrate ways in which teaching candidates incorporate current research findings from science into instructional contexts used in the classroom with students. Some evidence (acquired via interview) was provided to demonstrate how candidates are taught to consider current research behind the new Idaho State Science Standards. However, missing from the evidence were examples of lessons or activities that candidates built upon or related to current research in science. Evidence provided by the EPP aligned with two out of two performance indicators; however, this evidence was limited in scope.

Sources of Evidence

- Interview with recent completer
- Interview with adjunct faculty

Standard 10: Partnerships- The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.

Standard 11: Safe Learning Environment – The science teacher provides for a safe learning environment.

Knowledge

11(a) The teacher knows how to select materials that match instructional goals as well as how to maintain a safe environment.

11(b) The teacher is aware of available resources and standard protocol for proper disposal of waste materials.

11(c) The teacher knows how to properly care for, inventory, and maintain materials and equipment.

11(d) The teacher is aware of legal responsibilities associated with safety.

11(e) The teacher knows the safety requirements necessary to conduct laboratory and field activities and demonstrations.

11(f) The teacher knows how to procure and use Material Safety Data Sheets (MSDS).

Standard 11 Safe Learning Environment	*Unacceptable*	*Acceptable*	*Exemplary*
11.1 Knowledge		X	

11.1 Analysis – Syllabi, required coursework, and university lab safety requirements provide evidence that teacher candidates demonstrate an adequate understanding of the science teacher's responsibility to provide for a safe learning environment. All secondary science candidates complete an undergraduate degree in a science content area (e.g. biology, chemistry, physics) and complete a comprehensive collection of lab-based courses. Candidates must review and sign off on MSDS sheets for each chemical used in lab. Evidence provided by the EPP aligned with all knowledge indicators.

Sources of Evidence

- Course syllabi from science labs
- Required Lab safety course syllabi
- Research students required to complete annual lab safety training and pass test with 100% in order to receive access to research labs
- Candidate signed lab safety contracts
- Required course syllabi

Performance

11(g) The teacher develops instruction that uses appropriate materials and ensures a safe environment.
11(h) The teacher creates and ensures a safe learning environment by including appropriate documentation of activities.
11(i) The teacher makes informed decisions about the use of specific chemicals or performance of a lab activity regarding facilities and student age and ability.
11(j) The teacher models safety at all times.
11(k) The teacher makes use of Material Safety Data Sheet (MSDS) and storage information for laboratory materials.
11(l) The teacher creates lesson plans and teaching activities consistent with appropriate safety considerations.
11(m) The teacher evaluates lab and field activities for safety.
11(n) The teacher evaluates a facility for compliance to safety regulations.
11(o) The teacher uses safety procedures and documents safety instruction.
11(p) The teacher demonstrates the ability to acquire, use, and maintain materials and lab equipment.
11(q) The teacher implements laboratory, field, and demonstration safety techniques

Standard 11 Safe Learning Environment	*Unacceptable*	*Acceptable*	*Exemplary*
11.2 Performance		X	

11.2 Analysis – Candidate work samples and lessons provide evidence of teacher candidate performance related to the science teacher's responsibility to provide for a safe learning environment. Adequate emphasis is placed on lab safety and through the EDU 451 course, candidates are provided multiple opportunities to develop labs and perform labs with students. There is evidence in the professional portfolios that candidates are integrating lab safety into their intern experiences. Evidence provided by the EPP aligned with 11 of 11 performance indicators.

Sources of Evidence

- Candidate lesson plans
- Lab Safety Assignments
- Required course assignments

Standard 12: Laboratory and Field Activities - The science teacher demonstrates competence in conducting laboratory, and field activities.

Knowledge

12(a) The teacher knows abroad range of laboratory and field techniques.
12(b) The teacher knows strategies to develop students' laboratory and field skills.

Standard 12 Laboratory and Field Activities	*Unacceptable*	*Acceptable*	*Exemplary*
12.1 Knowledge		X	

12.1 Analysis – Syllabi, required coursework, and university lab safety requirements provide evidence that teacher candidates demonstrate competence in conducting laboratory, and field activities. All secondary science candidates complete an undergraduate degree in a science content area (e.g. biology, chemistry, physics) and complete a comprehensive collection of lab-based courses. Evidence provided by the EPP aligned with all knowledge indicators.

Sources of Evidence

- Required course syllabi
- Lab Safety Assignments
- Required course assignments
- Adjunct faculty interview

Performance

12(c) The teacher engages students in a variety of laboratory and field techniques.

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.

Standard 12 Laboratory and Field Activities	*Unacceptable*	*Acceptable*	*Exemplary*
12.2 Performance		X	

12.2 Analysis – Candidate work samples and lesson plans were provided, but the scope of materials shows minimal evidence of teacher candidate competence in conducting laboratory, and field activities. Evidence provided by the EPP aligned with all performance indicators.

Sources of Evidence

- Candidate lesson plans
- Candidate required safety assignment
- Candidate interview

Summary

Type of Standard	Total Number of Standards	Unacceptable	Acceptable	Exemplary
Knowledge	7		7	
Performance	7	2	5	

Areas for Improvement

- In many instances, standards were found to be acceptable (minimum of three pieces of evidence and 75% of indicators met) in large part due to evidence gained from interviews with faculty and program completers. A lack of digital and hard copy evidence provided by the EPP made it difficult to mark standards as acceptable without these supplemental interviews. Overall, digital and hard copy evidence was limited in scope.
- Knowledge standards were better supported by evidence than performance standards. Generally speaking, performance standards were characterized by a lack of robust evidence, which was restricted to candidate professional portfolios. These portfolios were generally limited in scope in terms of lessons, unit plans, assessments, data, and samples of student work. A systematic approach by the EPP to collecting and documenting candidate unit plans, lessons, assessments, and samples of student work/achievement would allow the program to more effectively demonstrate its impact on candidate development and its work toward meeting standards.

Recommended Action on Science Foundation Standards

☐ Approved

☒ **Conditionally Approved**

☒ **Insufficient Evidence**

☒ **Lack of Completers**
☐ New Program

☐ Not Approved

IDAHO STANDARDS FOR BIOLOGY TEACHERS

Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.

Knowledge

1(a) The teacher understands that there are unifying themes in biology, including levels from molecular to whole organism.
1(b) The teacher knows the currently accepted taxonomy systems used to classify living things.
1(c) The teacher understands scientifically accepted theories of how living systems evolve through time.
1(d) The teacher understands how genetic material and characteristics are passed between generations and how genetic material guide cell and life processes.
1(e) The teacher knows biochemical processes that are involved in life functions.
1(f) The teacher knows that living systems interact with their environment and are interdependent with other systems.
1(g) The teacher understands that systems in living organisms maintain conditions necessary for life to continue.
1(h) The teacher understands the cell as the basis for all living organisms and how cells carry out life functions.
1(i) The teacher understands how matter and energy flow through living and non-living systems.
1(j) The teacher knows how the behavior of living organisms changes in relation to environmental stimuli.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.1 Knowledge		X	

1.1 Analysis – A combination of course syllabi, required coursework, sample lesson plans, assignments, and scope/sequences provide acceptable evidence that teacher candidates demonstrate an adequate understanding of understands the central concepts, tools of inquiry, and structures of the discipline taught. Candidates in this program compete an undergraduate degree in biology before completing their education minor. Through this approach, candidates in the program develop extensive science content knowledge. Evidence provided by the EPP aligned with all knowledge indicators.

Sources of Evidence

- Required course syllabi
- Required course assignment guidelines
- Candidate Praxis scores

Performance

1(k) The teacher assists students in understanding how living things impact/change their environment and how the physical environment impacts/changes living things.

1(l) The teacher helps students understand how the principles of genetics apply to the flow of characteristics from one generation to the next.

1(m) The teacher helps students understand how genetic "information" is translated into living tissue and chemical compounds necessary for life.

1(n) The teacher helps students understand accepted scientific theories of how life forms have evolved through time and the principles on which these theories are based.

1(o) The teacher helps students understand the ways living organisms are adapted to their environments.

1(p) The teacher helps students understand the means by which organisms maintain an internal environment that will sustain life.

1(q) The teacher helps students classify living organisms into appropriate groups by the current scientifically accepted taxonomic techniques.

1(r) The teacher helps students understand a range of plants and animals from one-celled organisms to more complex multi-celled creatures composed of systems with specialized tissues and organs.

1(s) The teacher helps students develop the ability to evaluate ways humans have changed living things and the environment of living things to accomplish human purposes (e.g., agriculture, genetic engineering, dams on river systems, burning fossil fuels, seeding clouds, and making snow).

1(t) The teacher helps students understand that the cell, as the basis for all living organisms, carries out life functions

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.2 Performance		X	

1.2 Analysis – Candidate lesson plans and samples of student work provide acceptable evidence demonstrating that teaching candidates create learning experiences that make these aspects of subject matter meaningful for students. Lesson plans reflected a range of experiences and topics from introduction lessons to more advanced investigations and inquiries. Evidence provided by the EPP aligned with most performance indicators. However, evidence was limited in scope due to a lack of completers.

Sources of Evidence

- Candidate portfolio examples including student work.
- Candidate lesson plan and assessment
- Candidate interview

Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities to meet students' diverse needs and experiences.

Standard 4: Multiple Instructional Strategies - Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

Standard 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster learning and communication skills in the classroom.

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, curriculum goals, and instructional strategies.

Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine teaching effectiveness.

Standard 9: Professional Commitment and Responsibility- The teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of teaching.

Standard 10: Partnerships - The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.

Summary

Type of Standard	Total Number of Standards	Unacceptable	Acceptable	Exemplary
Knowledge	1		1	
Performance	1		1	

Areas for Improvement

- Lack of performance evidence and completers were limiting factors in the review of this program. Knowledge standards were better supported by evidence than performance standards. Generally speaking, performance standards were characterized by a lack of robust and varied evidence, which was restricted to candidate professional portfolios. These portfolios were generally limited in scope in terms of lessons, unit plans, assessments, data, and samples of student work. A systematic approach by the EPP to collecting and documenting candidate unit plans, lessons, assessments, and samples of student

work/achievement would allow the program to more effectively demonstrate its impact on candidate development and its work toward meeting standards.

Recommended Action on Biology

☐ Approved

☒ **Conditionally Approved**

- ☐ **Insufficient Evidence**
- ☒ **Lack of Completers**
- ☐ New Program

☐ Not Approved

IDAHO STANDARDS FOR CHEMISTRY TEACHERS

Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.

Knowledge

1(a) The teacher has a broad knowledge of mathematical principles, including calculus, and is familiar with the connections that exist between mathematics and chemistry.
1(b) The teacher understands the subdivisions and procedures of chemistry and how they are used to investigate and explain matter and energy.
1(c) The teacher understands that chemistry is often an activity organized around problem solving and demonstrates ability for the process.
1(d) The teacher understands the importance of accurate and precise measurements in chemistry and reports measurements in an understandable way.
1(e) The teacher understands the importance of accurate and precise measurements in science and reports measurements in an understandable way.
1(f) The teacher knows matter contains energy and is made of particles (subatomic, atomic and molecular).
1(g) The teacher can identify and quantify changes in energy and structure.
1(h) The teacher understands the historical development of atomic and molecular theory.
1(i) The teacher knows basic chemical synthesis to create new molecules from prec? Molecules
1(j) The teacher understands the organization of the periodic table and can use it to predict physical and chemical properties.
1(k) The teacher knows the importance of carbon chemistry and understands the nature of chemical bonding and reactivity of organic molecules.
1(l) The teacher understands the electronic structure of atoms and molecules and the ways quantum behavior manifests itself at the molecular level.
1(m) The teacher has a fundamental understanding of quantum mechanics as applied to model systems (e.g., particles in a box).
1(n) The teacher understands the role of energy and entropy in chemical reactions and knows how to calculate concentrations and species present in mixtures at equilibrium.
1(o) The teacher knows how to use thermodynamics of chemical systems in equilibrium to control and predict chemical and physical properties.
1(p) The teacher understands the importance of research in extending and refining the field of chemistry and strives to remain current on new and novel results and applications.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.1 Knowledge		X	

1.1 Analysis – A combination of course syllabi, required coursework, sample lesson plans, assignments, and scope/sequences provide acceptable evidence that teacher candidates demonstrate an adequate understanding of the central concepts, tools of inquiry, and structures of the discipline taught. Students in this program compete an undergraduate degree in chemistry before completing their education minor. Through this approach, candidates in the program develop extensive science content knowledge. Evidence provided by the EPP aligned with all knowledge indicators.

Sources of Evidence

- Required course syllabi
- Candidate Portfolio and other assignment work
- Candidate Praxis scores

Performance

1(q) The teacher consistently reinforces the underlying themes, concepts, and procedures of the basic areas of chemistry during instruction, demonstrations, and laboratory activities to facilitate student understanding.

1(r) The teacher models the application of mathematical concepts for chemistry (e.g., dimensional analysis, statistical analysis of data, and problem-solving skills).

1(s) The teacher helps the student make accurate and precise measurements with appropriate units and to understand that measurements communicate precision and accuracy.

1(t) The teacher helps the student develop strategies for solving problems using dimensional analysis and other methods.

1(u) The teacher helps the student understand that matter is made of particles and energy and that matter and energy are conserved in chemical reactions.

1(v) The teacher helps the student understand the composition of neutral and ionic atoms and molecules.

1(w) The teacher helps the student learn the language and symbols of chemistry, including the symbols of elements and the procedures for naming compounds and distinguishing charged states.

1(x) The teacher helps the student understand the structure of the periodic table and the information that structure provides about chemical and physical properties of the elements.

1(y) The teacher helps the student begin to categorize and identify a variety of chemical reaction types.

1(z) The teacher helps the student understand stoichiometry and develop quantitative relationships in chemistry.

1(aa) The teacher helps the student understand and apply modern atomic, electronic and bonding theories.

1(bb) The teacher helps the student understand ionic and covalent bonding in molecules and predict the formula and structure of stable common molecules.

1(cc) The teacher helps the student understand the quantitative behavior of gases.

1(dd) The teacher helps the student understand and predict the qualitative behavior of the liquid and solid states and determine the intermolecular attraction of various molecules.
1(ee) The teacher helps the student understand molecular kinetic theory and its importance in chemical reactions, solubility, and phase behavior.
1(ff) The teacher helps the student understand the expression of concentration and the behavior and preparation of aqueous solutions.
1(gg) The teacher helps the student understand and predict the properties and reactions of acids and bases.
1(hh) The teacher helps the student understand chemical equilibrium in solutions.
1(ii) The teacher helps the student understand and use chemical kinetics.
1(jj) The teacher helps the student understand and apply principles of chemistry to fields such as earth science, biology, physics, and other applied fields.
1(kk) The teacher helps the student learn the basic organizing principles of organic chemistry.
1(ll) The teacher can do chemical calculations in all phases using a variety of concentration units including pH, molarity, number density, molality, mass and volume percent, parts per million and other units.
1(mm) The teacher can prepare dilute solutions at precise concentrations and perform and understand general analytical procedures and tests, both quantitative and qualitative.
1(nn) The teacher can use stoichiometry to predict limiting reactants, product yields and determine empirical and molecular formulas.
1(oo) The teacher can correctly name acids, ions, inorganic and organic compounds, and can predict the formula and structure of stable common compounds.
1(pp) The teacher can identify, categorize and understand common acid-base, organic and biochemical reactions.
1(qq) The teacher can demonstrate basic separations in purifications in the lab, including chromatography, crystallization, and distillation.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.2 Performance	X		

1.2 Analysis – Limited evidence was provided to demonstrate that the teacher candidate creates learning experiences that make these aspects of subject matter meaningful for students. Evidence provided by the EPP aligned with minimal performance indicators.

Sources of Evidence

- Candidate lesson plans

Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities to meet students' diverse needs and experiences.

Standard 4: Multiple Instructional Strategies - Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

Standard 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster learning and communication skills in the classroom.

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, curriculum goals, and instructional strategies.

Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine teaching effectiveness.

Standard 9: Professional Commitment and Responsibility- The teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of teaching.

Standard 10: Partnerships - The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.

Summary

Type of Standard	Total Number of Standards	Unacceptable	Acceptable	Exemplary
Knowledge	1		1	
Performance	1	1		

Areas for Improvement

- Lack of performance evidence and completers were limiting factors in the review of this program. Knowledge standards were better supported by evidence than performance standards. Generally speaking, performance standards were characterized by a lack of robust and varied evidence, which was restricted to candidate professional portfolios. These portfolios were generally limited in scope in terms of lessons, unit plans, assessments, data, and samples of student work. A systematic approach by the EPP to collecting and documenting candidate unit plans, lessons, assessments, and samples of student work/achievement would allow the program to more effectively demonstrate its impact on candidate development and its work toward meeting standards.

Recommended Action on Chemistry

☐ Approved

☒ **Conditionally Approved**

- ☒ **Insufficient Evidence**
- ☒ **Lack of Completers**
- ☐ New Program

☐ Not Approved

IDAHO STANDARDS FOR PHYSICS TEACHERS

Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.

Knowledge

1(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.

1(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.

1(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.

1(d) The teacher understands contemporary physics events, research, and applications.

1(e) The teacher knows multiple explanations and models of physical phenomena and the process of developing and evaluating explanations of the physical world.

1(f) The teacher knows the historical development of models used to explain physical phenomena.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.1 Knowledge		X	

1.1 Analysis – A combination of course syllabi, required coursework, sample lesson plans, assignments, and scope/sequences provide acceptable evidence that teacher candidates demonstrate an adequate understanding of the central concepts, tools of inquiry, and structures of the discipline taught. Candidates in this program compete an undergraduate degree in physics before completing their education minor. Through this approach, candidates in the program develop extensive science content knowledge. Evidence provided by the EPP aligned with six out of the six knowledge indicators.

Sources of Evidence

- Required course syllabi
- Candidate sample lessons
- Candidate Praxis scores

Performance

1(g) The teacher engages students in developing and applying conceptual models to describe the natural world.

1(h) The teacher engages students in testing and evaluating physical models through direct comparison with the phenomena via laboratory and field activities and demonstrations.

1(i) The teacher engages students in the appropriate use of mathematical principles in examining and describing models for explaining physical phenomena.

1(j) The teacher engages student in the examination and consideration of the models used to explain the physical world.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.2 Performance	X		

1.2 Analysis – Only one piece of evidence was provided that matched performance indicators. This piece of evidence related to half indicators. Evidence was limited to a single candidate's portfolio.

Sources of Evidence

- Candidate portfolio

Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities to meet students' diverse needs and experiences.

Standard 4: Multiple Instructional Strategies - Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

Standard 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster learning and communication skills in the classroom.

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, curriculum goals, and instructional strategies.

Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine teaching effectiveness.

Standard 9: Professional Commitment and Responsibility- The teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of teaching.

Standard 10: Partnerships - The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.

Summary

Type of Standard	Total Number of Standards	Unacceptable	Acceptable	Exemplary
Knowledge	1		1	
Performance	1	1		

Areas for Improvement

- Lack of performance evidence and completers were limiting factors in the review of this program. Knowledge standards were better supported by evidence than performance standards. Generally speaking, performance standards were characterized by a lack of robust and varied evidence, which was restricted to candidate professional portfolios. These portfolios were generally limited in scope in terms of lessons, unit plans, assessments, data, and samples of student work. A systematic approach by the EPP to collecting and documenting candidate unit plans, lessons, assessments, and samples of student work/achievement would allow the program to more effectively demonstrate its impact on candidate development and its work toward meeting standards.

Recommended Action on Physics

☐ Approved

☒ **Conditionally Approved**

- ☒ **Insufficient Evidence**
- ☒ **Lack of Completers**
- ☐ New Program

☐ Not Approved

IDAHO FOUNDATION STANDARDS FOR SOCIAL STUDIES TEACHERS

Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.

Knowledge

1(a) The teacher has a broad knowledge base of the social studies and related disciplines (e.g., history, economics, geography, political science, behavioral sciences, and humanities).

1(b) The teacher understands the ways various governments and societies have changed over time.

1(c) The teacher understands ways in which independent and interdependent systems of trade and production develop.

1(d) The teacher understands the impact that cultures, religions, technologies, social movements, economic systems, and other factors have on civilizations.

1(e) The teacher understands the responsibilities and rights of citizens in the United States political system, and how citizens exercise those rights and participate in the system.

1(f) The teacher understands geography affects relationships between people, and environments over time.

1(g) The teacher understands the appropriate use of primary and secondary sources (i.e., documents, artifacts, maps, graphs, charts, tables, and statistical data) in interpreting social studies concepts.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.1 Knowledge		X	

1.1 Analysis – Syllabi, required coursework, candidate lesson plans, interviews with instructors, candidates and completers, and candidate work samples provide evidence that teacher candidates demonstrate an adequate understanding of the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students. All indicators were met.

Sources of Evidence

- Content Area Praxis Scores
- Candidate Work Samples
- Course Syllabi
- Candidate Interviews
- Completer Interviews
- Course Instructor Interviews

Performance

1(h) The teacher demonstrates chronological historical thinking
1(i) The teacher compares and contrasts various governments and cultures in terms of their diversity, commonalties, and interrelationships.
1(j) The teacher integrates knowledge from the social studies in order to prepare students to live in a world with limited resources, cultural pluralism, and increasing interdependence.
1(k) The teacher incorporates current events, global perspectives, and scholarly research into the curriculum.
1(l) The teacher uses primary and secondary sources (i.e., documents, artifacts, maps, graphs, charts, tables, and data interpretation) when presenting social studies concepts.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.2 Performance		X	

1.2 Analysis – Syllabi, required coursework, candidate lesson plans, interviews with instructors, candidates and completers, and candidate work samples provide evidence that teacher candidates demonstrate an adequate performance regarding the instruction of social studies concepts. The exception being, 1(k), incorporating current events, global perspectives, and scholarly research into the curriculum. No evidence or artifacts were provided for this indicator.

Sources of Evidence

- Content Area Praxis Scores
- Candidate Work Samples
- Course Syllabi
- Candidate Interviews
- Completer Interviews
- Course Instructor Interviews

Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.

Knowledge

2(a) The teacher understands the influences that contribute to intellectual, social, and personal development.
2(b) The teacher understands the impact of student environment on student learning.

Standard 2 Knowledge of Human Development and Learning	*Unacceptable*	*Acceptable*	*Exemplary*
2.1 Knowledge	X		

2.1 Analysis – The evidence provided for Standard 2: Knowledge of Human Development and Learning was incomplete. Course syllabi and candidate interviews provided some evidence for Standard 2. However, a lack of supporting artifacts impacted the outcome. In both 2(a) and 2(b) artifacts such as work samples or lessons from candidates were not available for review.

Sources of Evidence

- Course Syllabi
- Candidate Interviews

Performance

2(c) The teacher provides opportunities for students to engage in civic life, politics, and government.

Standard 2 Knowledge of Human Development and Learning	*Unacceptable*	*Acceptable*	*Exemplary*
2.2 Performance		X	

2.2 Analysis – Syllabi, required coursework, candidate lesson plans, interviews with instructors, candidates and completers, and candidate work samples provide evidence that teacher candidates demonstrate an adequate performance for Standard 2: Knowledge of Human Development and Learning.

Sources of Evidence

- Candidate Work Samples
- Course Syllabi
- Candidate Interviews
- Completer Interviews
- Course Instructor Interviews

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities to meet students' diverse needs and experiences.

Standard 4: Multiple Instructional Strategies - Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

Standard 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster learning and communication skills in the classroom.

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, curriculum goals, and instructional strategies.

Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine teaching effectiveness.

Standard 9: Professional Commitment and Responsibility- The teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of teaching.

Standard 10: Partnerships - The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.

Summary

Type of Standard	Total Number of Standards	Unacceptable	Acceptable	Exemplary
Knowledge	2	1	1	
Performance	2		2	

Areas for Improvement

- A system for collecting artifacts and data for The College of Idaho Education Department review and program development

Recommended Action on Social Studies Foundation Standards

☐ Approved

☒ Conditionally Approved
- ☒ Insufficient Evidence
- ☒ Lack of Completers
- ☐ New Program

☐ Not Approved

IDAHO STANDARDS FOR GOVERNMENT & CIVICS TEACHERS

Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.

Knowledge

1(a) The teacher understands the relationships between civic life, politics, and government.
1(b) The teacher understands the foundations of government and constitutional and principles of the United States political system.
1(c) The teacher understands the organization of local, state, federal, and tribal governments, and how power and responsibilities are organized, distributed, shared, and limited as defined by the United States Constitution.
1(d) The teacher understands the importance of international relations (e.g., evolution of foreign policy, national interests, global perspectives, international involvements, human rights, economic impacts, and environmental issues).
1(e) The teacher understands the role of public policy in shaping the United States political system.
1(f) The teacher understands the civic responsibilities and rights of all individuals in the United States (e.g., individual and community responsibilities, participation in the political process, rights and responsibilities of non-citizens, and the electoral process).
1(g) The teacher understands the characteristics of effective leadership.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.1 Knowledge		X	

1.1 Analysis – Syllabi, required coursework, candidate lesson plans, interviews with instructors, candidates and completers, and candidate work samples provide evidence that teacher candidates demonstrate an adequate understanding of the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students. The exceptions being 1(f) and 1(g). Little evidence or artifacts were provided in these specific areas.

Sources of Evidence

- Content Area Praxis Scores
- Candidate Work Samples
- Course Syllabi
- Candidate Interviews
- Completer Interviews
- Course Instructor Interviews

Performance

1(h) The teacher promotes student engagement in civic life, politics, and government.
1(i) The teacher demonstrates comprehension and analysis of the foundations and principles of the United States political system and the organization and formation of the United States government.
1(j) The teacher demonstrates comprehension and analysis of United States foreign policy and international relations.
1(k) The teacher integrates global perspectives into the study of civics and government.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.2 Performance	X		

1.2 Analysis – While some evidence provided through completer and cooperating teacher interviews was provided, the EPP failed to demonstrate through artifacts, data, and evidence that candidates are prepared to meet 1(h) the teacher promotes student engagement in civic life, politics, and government or 1(k) the teacher integrates global perspectives into the study of civics and government.

Sources of Evidence

- Cooperating Teacher Interviews
- Completer Interviews

Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities to meet students' diverse needs and experiences.

Standard 4: Multiple Instructional Strategies - Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

Standard 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster learning and communication skills in the classroom.

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, curriculum goals, and instructional strategies.

Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine teaching effectiveness.

Standard 9: Professional Commitment and Responsibility- The teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of teaching.

Standard 10: Partnerships - The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.

Summary

Type of Standard	Total Number of Standards	Unacceptable	Acceptable	Exemplary
Knowledge	1	0	1	0
Performance	1	1	0	0

Areas for Improvement

- A system for collecting artifacts and data for College of Education review and program development

Recommended Action on Government and Civics

☐ Approved

☒ Conditionally Approved – Insufficient Evidence

- ☒ Insufficient Evidence
- ☒ Lack of Completers
- ☐ New Program

☐ Not Approved

IDAHO STANDARDS FOR HISTORY TEACHERS

Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.

Knowledge

1(a) The teacher understands themes and concepts in history (e.g., exploration, expansion, migration, immigration).
1(b) The teacher understands the political, social, cultural, and economic responses to industrialization and technological innovation.
1(c) The teacher understands how international relations impacted the development of the United States.
1(d) The teacher understands how significant compromises and conflicts defined and continue to define the United States.
1(e) The teacher understands the political, social, cultural, and economic development of the United States.
1(f) The teacher understands the political, social, cultural, and economic development of the peoples of the world.
1(g) The teacher understands the impact of gender, race, ethnicity, religion, and national origin on history.
1(h) The teacher understands the appropriate use of primary and secondary sources (i.e., documents, artifacts, maps, graphs, charts, tables, and statistical data) in interpreting social studies concepts.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.1 Knowledge		X	

1.1 Analysis – Syllabi, required coursework, candidate lesson plans, interviews with instructors, candidates and completers, and candidate work samples provide evidence that teacher candidates demonstrate an adequate understanding of the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students. No evidence was found to indicate 1(d) knowledge was happening in any required courses.

Sources of Evidence

- Content Area Praxis Scores
- Candidate Work Samples
- Course Syllabi
- Candidate Interviews
- Completer Interviews

- Course Instructor Interviews

Performance

1(i) The teacher makes connections between political, social, cultural, and economic themes and concepts.
1(j) The teacher incorporates the issues of gender, race, ethnicity, religion, and national origin into the examination of history.
1(k) The teacher facilitates student inquiry on how international relationships impact the United States.
1(l) The teacher relates the role of conflicts to continuity and change across time.
1(m) The teacher demonstrates an ability to research, analyze, and interpret history.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.2 Performance	X		

1.2 Analysis – While some evidence provided through completer and cooperating teacher interviews was shown, the EPP failed to demonstrate through artifacts, data, and evidence that candidates are prepared to meet *1(i) The teacher makes connections between political, social, cultural, and economic themes and concepts, 1(j) The teacher incorporates the issues of gender, race, ethnicity, religion, and national origin into the examination of history 1(k) The teacher facilitates student inquiry on how international relationships impact the United States, 1(l) The teacher relates the role of conflicts to continuity and change across time.*

Sources of Evidence

- Cooperating Teacher Interviews
- Completer Interviews

Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities to meet students' diverse needs and experiences.

Standard 4: Multiple Instructional Strategies - Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

Standard 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster learning and communication skills in the classroom.

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, curriculum goals, and instructional strategies.

Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine teaching effectiveness.

Standard 9: Professional Commitment and Responsibility- The teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of teaching.

Standard 10: Partnerships - The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.

Summary

Type of Standard	Total Number of Standards	Unacceptable	Acceptable	Exemplary
Knowledge	1	0	1	0
Performance	1	1	0	0

Areas for Improvement

- A system for collecting artifacts and data for College of Education review and program development

Recommended Action on History

☐ Approved

☒ Conditionally Approved – Lack of Completers

- ☒ Insufficient Evidence
- ☒ Lack of Completers
- ☐ New Program

☐ Not Approved

IDAHO FOUNDATION STANDARDS FOR VISUAL AND PERFORMING ARTS TEACHERS

Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.

Knowledge

1(a) The teacher understands the history and foundation of arts education.
1(b) The teacher understands the processes and content of the arts discipline being taught.
1(c) The teacher understands the relationships between the arts and how the arts enhance a comprehensive curriculum.
1(d) The teacher understands how to interpret, critique, and assess the arts discipline being taught.
1(e) The teacher understands the cultural and historical contexts surrounding works of art.
1(f) The teacher understands that the arts communicate, challenge, and influence cultural and societal values.
1(g) The teacher understands the aesthetic purposes of the arts and that arts involve a variety of perspectives and viewpoints (e.g., formalist, feminist, social, and political).
1(h) The teacher understands how to select and evaluate a range of artistic subject matter and ideas appropriate for students' personal and/or career interests.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.1 Knowledge		X	

Analysis – Course catalog and syllabi descriptions of art, music, and theatre classes show that the history and foundations, processes and content of each discipline have sufficient depth. No evidence was presented to show how the arts enhance a comprehensive curriculum. Assessing, interpreting, and critiquing the arts disciplines are all taught in college course classes and were observable in the candidate orchestra class. Cultural and historical contexts, societal values, and aesthetical purposes are included in most of the college course catalog descriptions.

Sources of Evidence

- Course catalog descriptions of theatre, music, and art classes
- Syllabi of some courses give detailed lessons of different cultural and historical foundations, as well as opportunities for critiques
- Two candidate portfolios (art, music) show strengths in foundational knowledge
- Candidate classroom observation and interview

Performance

1(i) The teacher provides students with a knowledge base of historical, critical, performance, and aesthetic concepts.
1(j) The teacher helps students create, understand, and become involved in the arts relevant to students' interests and experiences.
1(k) The teacher demonstrates technical and expressive proficiency in the particular arts discipline being taught.
1(l) The teacher helps students identify relationships between the arts and a comprehensive curriculum.
1(m) The teacher provides instruction to make a broad range of art genres and relevant to students.
1(n) The teacher instructs students in making interpretations and judgments about their own artworks and the works of other artists.
1(o) The teacher creates opportunities for students to explore a variety of perspectives and viewpoints related to the arts.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.2 Performance	X		

1.1 Analysis - Music candidate thesis regarding ensemble performance and action research, a portfolio lesson plan and picture of a candidate's work with elementary students experiencing music appreciation, a video clip on YouTube showing a middle school choir performance of a Chinese song, and various candidates' lesson plans provide evidence that teacher candidates **in music** demonstrate performance of standards 1i through 1k and 1m through 1o. No clear evidence was provided for 1l.

PERFORMANCE FOUNDATION STANDARDS FOR THEATRE AND ART WERE MISSING. Interviews with theatre dept. chair and art dept. chairs confirm that no EDUCATION candidates have been in these programs for several years (art), or only two currently in their sophomore and junior years (theatre), so there are not currently any connections between the disciplines and education classes. The performance standards for art and theatre candidates are based on the candidates' professional work in the trade, NOT FOR TEACHING P-12 STUDENTS.

Sources of Evidence

- *Music Candidate assignments*
- *Music Candidate lesson plan and reflection*
- *Department Chair Interviews*

Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities to meet students' diverse needs and experiences.

Standard 4: Multiple Instructional Strategies - Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

Standard 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster learning and communication skills in the classroom.

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, curriculum goals, and instructional strategies.

Knowledge

7(a) The teacher understands state standards for the arts discipline being taught and how to apply those standards in instructional planning.

7(b) The teacher understands that the processes and tools necessary for communicating ideas in the arts are sequential, holistic, and cumulative.

Standard 7 Instructional Planning Skills	***Unacceptable***	***Acceptable***	***Exemplary***
7.1 Knowledge	X		

7.1 Analysis – Music candidate portfolios all showed various examples of artifacts used to demonstrate understanding of the 10 INTASC standards, but not the Idaho Content Standards (**Standard 7a**). Only two candidates referenced the Idaho Content standards, and in each case these were incidental references instead of the integral application of the standards used in instructional planning. Theater and Art portfolios did not provide evidence of indicators for Standard 7.

Sources of Evidence

- Candidate portfolios (music only)
- Candidate lesson plans (music only)
- Candidate audit file notes (music only)

Performance

7(c) The teacher incorporates state standards for the arts discipline in his or her instructional planning.

7(d) The teacher demonstrates that the processes and uses of the tools necessary for the communication of ideas in the arts are sequential, holistic, and cumulative.

Standard 7 Instructional Planning Skills	***Unacceptable***	***Acceptable***	***Exemplary***
7.2 Performance	X		

7.2 Analysis – Little or no evidence was provided to indicate that teacher candidates could incorporate state content standards for the arts discipline in instructional planning nor demonstrate that the processes and uses of the tools necessary for communication of ideas.

Sources of Evidence

- Candidate portfolio (music only)

Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine teaching effectiveness.

Knowledge

8(a) The teacher understands assessment strategies specific to the creative process.

8(b) The teacher understands the importance of providing appropriate opportunities for students to demonstrate what they know and can do in the arts.

8(c) The teacher understands how arts assessments enhance evaluation and student performance across a comprehensive curriculum (e.g. portfolio, critique, performance/presentation).

Standard 8 Assessment of Student Learning	***Unacceptable***	***Acceptable***	***Exemplary***
8.1 Knowledge	X		

8.1 Analysis – Course catalog descriptions, syllabi, candidate lesson plans, candidate and faculty interviews, art candidate unofficial transcript for 500 level courses, candidate portfolios provide evidence that teacher candidates demonstrate an adequate understanding of Standard 8a in all three subject disciplines. However, since these assessments are related to knowledge in the professional world, no evidence exists for Standards 8b and 8c as relating to PreK-12 students in the art and theatre departments. Music candidates do show some understanding of Standards

8b and 8c in their portfolios, lesson plans, candidate classroom observation, and one candidate interview.

Sources of Evidence

- Candidate interview (music only)
- Candidate portfolio (music only)
- Candidate lesson plans (music only)
- Course catalog descriptions and syllabi
- Candidate personal files

Performance

8(d) The teacher assesses students' learning and creative processes as well as finished products.

8(e) The teacher provides appropriate opportunities for students to display, perform, and be assessed for what they know and can do in the arts.

8(f) The teacher provides a variety of arts assessments to evaluate student performance.

Standard 8 Assessment of Student Learning	***Unacceptable***	***Acceptable***	***Exemplary***
8.2 Performance	X		

8.2 Analysis – Music portfolios, lesson plans, candidate interview, and classroom observation demonstrate student assessments, opportunities for student performance, and both written and performance assessments are an important part of the music ed. candidate's practice. There is no evidence provided that candidates in art and theatre would be able to show how performance assessment can help inform PreK-12 students' learning progress.

Sources of Evidence

- Candidate portfolios (music only)
- Candidate lesson plans (music only)
- Candidate observation (music only)

Standard 9: Professional Commitment and Responsibility- the teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of teaching.

Knowledge

9(a) The teacher understands the importance of continued professional growth in his or her discipline

Standard 9 Professional Commitment and Responsibility	*Unacceptable*	*Acceptable*	*Exemplary*
9.1 Knowledge	X		

9.1 Analysis – Music candidates' portfolios show self-reflection on practice and the recognition of the need for continued professional growth (9a). However, because of a lack of professional commitment instruction, a music candidate's audit file clearly shows commitment and responsibility misunderstandings between the cooperating teacher, the candidate, and the EPP department chair. This candidate's self-reflection in her Danielson Domain Four portfolio also states that her building instructional coach and high school principal have provided her with the professional instructional leadership she has needed that did not come in her pre-service education.

No evidence was provided from theatre and art candidates to show those candidates "engaged in the purposeful mastery of the art and science of teaching." The theatre and art departments (as expressed in interviews with the department chairs) are focused on candidates working in the field professionally, not on teacher preparation.

Sources of Evidence

- Candidate portfolios (music only)
- Music audit file documents
- Interviews with art, music, and theatre department chairs

Performance

9(b) The teacher contributes to his or her discipline (e.g., exhibits, performances, publications, and presentations).

Standard 9 Professional Commitment and Responsibility	*Unacceptable*	*Acceptable*	*Exemplary*
9.2 Performance		X	

9.2 Analysis – Art, music, and theatre candidates all are involved in community exhibits (Senior Art Exhibit), clinics, workshops, and performances for music, and theatrical productions (9b).

Sources of Evidence

- Candidate portfolios (music)
- Senior Art Exhibit photos
- Interviews with art, music, and theatre department chairs

Standard 10: Partnerships - The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.

Knowledge

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.

Standard 10 Partnerships	***Unacceptable***	***Acceptable***	***Exemplary***
10.1 Knowledge	X		

10.1 Analysis – Music candidates' portfolios, music methods 442 syllabus, and music candidate interview show Standards 10a and 10b being met. However, no such evidence for "school/district arts program" was evidenced for art and theatre candidates. The art candidate's secondary methods class was in math, not art.

Sources of Evidence

- Candidate portfolio (music)
- Music Methods 442 syllabus
- Music candidate interview

Performance

10(c) The teacher promotes the arts for the enhancement of the school and the community.

10(d) The teacher selects and creates art exhibits and performances that are appropriate for different audiences.

Standard 10 Partnerships	***Unacceptable***	***Acceptable***	***Exemplary***
10.2 Performance	X		

10.2 Analysis – Music candidate portfolios contained reflections regarding student concert programs, actual paper copies of concert programs, and photos/videos of students in concert performances, thereby meeting Standards 10c and 10d. Senior Art exhibit photos and college theatre productions show exhibits and performances for the community audiences, but no audience appropriateness criteria for PreK-12 students was evidenced for the art and theatre candidates.

Sources of Evidence

- Candidate portfolio reflections (music)

- Music concert programs
- Photos and videos of music students presenting concerts for school and community audiences

Standard 11: Learning Environments - The teacher creates and manages a safe, productive learning environment.

Knowledge

11(a) The teacher knows the procedures for safely handling, operating, storing, and maintaining the tools and equipment appropriate to his or her art discipline.

11(b) The teacher understands the use and management of necessary performance and exhibit technologies specific to his or her discipline.

Standard 11 Learning Environments	***Unacceptable***	***Acceptable***	***Exemplary***
11.1 Knowledge	X		

11.1 Analysis – Syllabi for required coursework in art, music, and theatre demonstrate an adequate understanding of safety issues in each discipline (11a). Music candidate lesson plans provide additional evidence that MUSIC teacher candidates demonstrate an adequate understanding of 11a. No evidence was provided from any of the three disciplines to address standard 11b.

Sources of Evidence

- Required coursework syllabi for art, music, and theatre classes
- Music candidates' lesson plans

Performance

11(c) The teacher ensures that students have the skills and knowledge necessary to accomplish art tasks safety.

11(d) The teacher manages the simultaneous activities that take place daily in the arts classroom.

11(e) The teacher operates and manages necessary performance and exhibit technology specific to his or her discipline in a safe manner.

Standard 11 Learning Environments	***Unacceptable***	***Acceptable***	***Exemplary***
11.2 Performance	X		

11.2 Analysis – Music candidate classroom layouts (11d) show simultaneous activity areas. No evidence was provided for Standards 11c and 11e from any of the three arts disciplines.

Sources of Evidence

- Candidate portfolio (music)

Summary

Type of Standard	Total Number of Standards	Unacceptable	Acceptable	Exemplary
Knowledge	6	5	1	
Performance	6	5	1	

Areas for Improvement

- Art and theatre departments need to develop programs for education preparation
- Music department needs to strengthen education preparation program

Recommended Action on Visual Arts Foundation Standards

☐ Approved

☐ Conditionally Approved
- ☐ Insufficient Evidence
- ☐ Lack of Completers
- ☐ New Program

☒ Not Approved

IDAHO STANDARDS FOR MUSIC TEACHERS

Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.

Knowledge: The teacher understands and knows how to teach:

1(a) Singing, alone and with others, a varied repertoire of music.
1(b) Performing on instruments, alone and with others, a varied repertoire of music.
1(c) Improvising melodies, variations, and accompaniments.
1(d) Composing and arranging music within specified guidelines.
1(e) Reading and notating music.
1(f) Listening to, analyzing, and describing music.
1(g) Evaluating music and music performances.
1(h) Understanding relationships between music, the other arts, and disciplines outside the arts.
1(i) Understanding music in relation to history and culture.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.1 Knowledge		X	

1.1 Analysis – Syllabi, required coursework, candidate and dept. chair interviews, and portfolios provide evidence that teacher candidates demonstrate an adequate understanding of Standards 1a-1i .

Sources of Evidence

- Music course syllabi
- Music major required course list
- Music candidate interview
- Music dept. chair interview
- Music candidates portfolios

Performance: The teacher is able to demonstrate and teaches:

1(j) Singing, alone and with others, a varied repertoire of music.
1(k) Performing on instruments, alone and with others, a varied repertoire of music.
1(l) Improvising melodies, variations, and accompaniments.
1(m) Composing and arranging music within specified guidelines.
1(n) Reading and notating music.
1(o) Listening to, analyzing, and describing music.
1(p) Evaluating music and music performances.
1(q) Understanding relationships between music, the other arts, and disciplines outside the arts.

1(r) Understanding music in relation to history and culture

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.2 Performance		X	

1.2 Analysis – Candidate and dept. chair interviews, music candidate portfolios, candidate transcripts, and lesson plans provide evidence that teacher candidates demonstrate performance of 1j-1r.

Sources of Evidence

- Candidate interview
- Dept. chair interview
- Candidate portfolios
- Candidate transcript
- Candidate lesson plans

Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities to meet students' diverse needs and experiences.

Standard 4: Multiple Instructional Strategies - Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

Standard 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster learning and communication skills in the classroom.

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, curriculum goals, and instructional strategies.

Knowledge

7(a) The teacher understands and knows how to design a variety of musical learning opportunities for students that demonstrate the sequential, holistic, and cumulative processes of music education

Standard 7 Instructional Planning Skills	*Unacceptable*	*Acceptable*	*Exemplary*
7.1 Knowledge		X	

7.1 Analysis – Syllabi, required coursework, candidate lesson plans, and candidate portfolios provide evidence that teacher candidates demonstrate an adequate understanding of Standard 7a.

Sources of Evidence

- Course syllabi
- Required Coursework
- Candidate lesson plans
- Candidate portfolios

Performance

7(b) The teacher is able to teach and engage students in a variety of musical learning opportunities that demonstrate the sequential, holistic, and cumulative processes of music education.

Standard 7 Instructional Planning Skills	*Unacceptable*	*Acceptable*	*Exemplary*
7.2 Performance		X	

7.2 Analysis – Candidate classroom observation, candidate portfolios, YouTube video clip, and candidate lesson plans provide evidence that sequential, holistic, and cumulative processes are utilized by music teacher candidates to meet Standard 7b.

Sources of Evidence

- Classroom observation
- Candidate portfolios
- YouTube video
- Candidate lesson plans

Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine teaching effectiveness.

Standard 9: Professional Commitment and Responsibility- The teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of teaching.

Standard 10: Partnerships - The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.

Summary

Type of Standard	Total Number of Standards	Unacceptable	Acceptable	Exemplary
Knowledge	2	0	2	0
Performance	2	0	2	0

Areas for Improvement

- Formalize a more structured program for music education.
- Create a standard portfolio requirement checklist.

Recommended Action on Music

☐ Approved

☐ Conditionally Approved
- ☐ Insufficient Evidence
- ☐ Lack of Completers
- ☐ New Program

☒ Not Approved

Due to Foundational Standards not being approved.

IDAHO STANDARDS FOR THEATRE ARTS TEACHERS

Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.

Knowledge

1(a) The teacher knows the history of theater as a form of entertainment and as a societal influence.
1(b) The teacher knows the basic theories and processes of play writing.
1(c) The teacher understands the history and process of acting and its various styles.
1(d) The teacher understands the elements and purpose of design and technologies specific to the art of theater (e.g., set, make-up, costume, lighting, and sound).
1(e) The teacher understands the theory and process of directing theater.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.1 Knowledge		X	

1.1 Analysis – Required coursework, department chair interview, and course syllabi provide evidence of adequately meeting Standards 1a-1e.

Sources of Evidence

- Catalog course descriptions
- Course syllabi
- Department chair interview

Performance

1(f) The teacher incorporates various styles of acting techniques to communicate character and to honor the playwright's intent.
1(g) The teacher supports individual interpretation of character, design, and other elements inherent to theater.
1(h) The teacher demonstrates proficiency in all aspects of technical theatre.
1(i) The teacher is able to direct shows for public performance.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.2 Performance	X		

1.2 Analysis – According to the theatre department chair, the theatre program at College of Idaho is focused on preparing candidates to work in the theatre industry, or to continue study for an MFA in another institution. The candidate artifacts provided are geared toward the individual

candidate's performance and learning, rather than preparing candidates to teach theatre to students in PreK-12 schools.

Sources of Evidence

- Department chair interview
- Candidate portfolio

Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities to meet students' diverse needs and experiences.

Standard 4: Multiple Instructional Strategies - Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

Standard 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster learning and communication skills in the classroom.

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, curriculum goals, and instructional strategies.

Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine teaching effectiveness.

Standard 9: Professional Commitment and Responsibility- The teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of teaching.

Standard 10: Partnerships - The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.

Standard 11: Learning Environment- The teacher creates and manages a safe, productive learning environment.

Knowledge

11(a) The teacher understands how to safely operate and maintain the theatre facility.
11(b) The teacher understands how to safely operate and maintain technical theatre equipment.
11(c) The teacher understands OSHA and State Safety standards specific to the discipline.

11(d) The teacher understands how to safely manage the requirements unique to the drama classroom (e.g. stage combat, choreography, blocking, rigging, etc.).

Standard 11 Safety and Management	***Unacceptable***	***Acceptable***	***Exemplary***
11.1 Knowledge		X	

11.1 Analysis – The required coursework and syllabi, candidate portfolio reflections, along with the department chair interview show the candidates' preparation and understanding of Standards 11a-11c. No evidence was provided to show a candidate's understanding of managing the safety requirements to the drama classroom (11d).

Sources of Evidence

- Required coursework and syllabi
- Candidate portfolio reflections
- Department chair interview

Performance

11(e) The teacher can safely operate and maintain the theatre facility.
11(f) The teacher can safely operate and maintain technical theatre equipment.
11(g) The teacher employs OSHA and State Safety standards specific to the discipline.
11(h) The teacher can safely manage the requirements unique to the drama classroom (e.g. stage combat, choreography, blocking, rigging, etc.).

Standard 11 Safety and Management	***Unacceptable***	***Acceptable***	***Exemplary***
11.2 Performance		X	

11.2 Analysis – The interview with the department chair and candidate portfolios show the performance safety standards of 11e to 11g are met. Since the theatre department is preparing candidates to work in the theatre industry, the portfolio entries show the candidate's own performance in the theatre, not the ability to safely manage a drama classroom (11h).

Sources of Evidence

- Department chair interview
- Candidate portfolios
- Candidate resumes

Summary

Type of Standard	Total Number of Standards	Unacceptable	Acceptable	Exemplary
Knowledge	2	0	2	0
Performance	2	1	1	0

Areas for Improvement

- Devise a program to prepare candidates to teach in secondary classrooms, not just work in the theatre industry or go on to graduate school.

Recommended Action on Drama

☐ Approved

☐ Conditionally Approved
- ☐ Insufficient Evidence
- ☐ Lack of Completers
- ☐ New Program

☒ Not Approved

IDAHO STANDARDS FOR VISUAL ARTS TEACHERS

Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.

Knowledge

1(a) The teacher understands a variety of media, styles, and techniques in multiple art forms.
1(b) The teacher has knowledge of individual artists' styles and understands the historical movements and cultural contexts of those works.
1(c) The teacher understands the elements and principles of art and how they relate to quality in works of art.
1(d) The teacher understands art vocabulary, its relevance to art interpretation, its relationship to other art forms and to disciplines across the curriculum.
1(e) The teacher understands how to use the creative process (brainstorm, research, rough sketch, final product, and reflection) and how to write an artist's statement.
1(f) The teacher understands the value of visual art as an expression of our culture and possible career choices.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.1 Knowledge		X	

1.1 Analysis – A review of candidate portfolios, coursework, audit file documents, and interviews with the co-chairs of the art department provide evidence of strong subject matter knowledge (1a-1f). Though art vocabulary and interpretation is evident in required coursework, there is no evidence to support the understanding of art forms and disciplines "across the curriculum" (last part of standard 1d)

Sources of Evidence

- Candidate portfolios
- Audit file documents
- Interviews with art department co-chairs
- Required coursework

Performance

1(g) The teacher applies a variety of media, styles, and techniques in multiple art forms.
1(h) The teacher instructs students in individual artist styles and understands historical movements and cultural context of those works.
1(i) The teacher applies the elements and principles of art and how they relate to quality in works of art.

1(j) The teacher applies art vocabulary, its relevance to art interpretation, and relationship to other art forms and to disciplines across the curriculum.
1(k) The teacher demonstrates how to use the creative process (brainstorm, research, rough sketch, final product) and how to write an artist statement.
1(l) The teacher creates an emotionally safe environment for individual interpretation and expression in the visual arts.
1(m) The teacher makes reasoned and insightful selections of works of art to support teaching goals.
1(n) The teacher provides opportunities for students to collect work over time (portfolio) to reflect on their progress, and to exhibit their work.
1(o) The teacher creates opportunities for students to realize the value of visual art as an expression of our culture and possible career choices.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.2 Performance	X		

1.2 Analysis – The senior art exhibit and portfolio provide evidence of Standards 1g, 1i, 1k, and partial evidence of 1j. The other performance standards requiring classroom student involvement (1h, partial 1j, 1l, 1m, 1n, 10) are not adequately supported with evidence from candidate portfolios.

Sources of Evidence

- Senior art exhibit
- Candidate portfolios

Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities to meet students' diverse needs and experiences.

Standard 4: Multiple Instructional Strategies - Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

Standard 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster learning and communication skills in the classroom.

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, curriculum goals, and instructional strategies.

Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine teaching effectiveness.

Standard 9: Professional Commitment and Responsibility- The teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of teaching.

Standard 10: Partnerships - The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.

Summary

Type of Standard	Total Number of Standards	Unacceptable	Acceptable	Exemplary
Knowledge	1	0	1	0
Performance	1	1	0	0

Areas for Improvement

- Prepare a systemic program of preparation for teaching art in the classroom

Recommended Action on Visual Arts

☐ Approved

☐ Conditionally Approved
- ☐ Insufficient Evidence
- ☐ Lack of Completers
- ☐ New Program

☒ Not Approved

IDAHO STANDARDS FOR WORLD LANGUAGES TEACHERS

Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.

Knowledge

1(a) The teacher knows the ACTFL (American Council on the Teaching of Foreign Languages) Proficiency Guidelines for listening, speaking, reading, and writing.
1(b) The teacher knows the target culture(s) in which the language is used.
1(c) The teacher understands key linguistic structures particular to the target language and demonstrates the way(s) in which they compare to English communication patterns.
1(d) The teacher knows the history, arts, and literature of the target culture(s).
1(e) The teacher knows the current social, political, and economic realities of the countries related to the target language.
1(f) The teacher understands how the U.S. culture perceives the target language and culture(s).
1(g) The teacher understands how the U.S. is perceived by the target language culture(s).
1(h) The teacher understands the stereotypes held by both the U.S. and target cultures and the impacts of those beliefs.

Standard 1 Knowledge of Subject Matter	*Unacceptable*	*Acceptable*	*Exemplary*
1.1 Knowledge		X	

1.1 Analysis – Required course syllabi, interviews, and assignments provide minimal evidence that World Language teacher candidates meet knowledge indicators 1(a)-1(h)

Sources of Evidence

- Required course syllabi
- College faculty interview
- Course assignment guidelines

Performance

1(i) The teacher demonstrates advanced level speaking, reading and writing proficiencies as defined in the ACTFL Proficiency Guidelines established by the American Council on the Teaching of Foreign Languages.
1(j) The teacher incorporates into instruction the following activities in the target language: listening, speaking, reading, writing, and culture.
1(k) The teacher promotes the value and benefits of world language learning to students, educators, and the community.
1(l) The teacher uses the target language extensively in formal, informal, and conversational contexts and provides opportunities for the students to do so.

1(m) The teacher provides opportunities to communicate in the target language in meaningful, purposeful activities that simulate real-life situations.
1(n) The teacher systematically incorporates culture into instruction.
1(o) The teacher incorporates discussions of the target culture's contributions to the students' culture and vice-versa.
1(p) The teacher encourages students to understand that culture and language are intrinsically tied.

Standard 1 Knowledge of Subject Matter	*Unacceptable*	*Acceptable*	*Exemplary*
1.2 Performance	X		

1.2 Analysis – Evidence showed one piece of evidence with competency in the teacher having the ability to write in the secondary language, as well as a lesson plan for instruction in the four strands. Missing evidence for the benefit to educators and communities, formal and informal contexts to practice speaking purposefully, instruction evidence, contributions of students' cultures into target's culture, and how language and culture are intrinsically tied.

Sources of Evidence

- Lesson Plan
- Portfolio
- Candidate portfolios

Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.

Knowledge

2(a) The teacher understands that the process of second language acquisition includes the interrelated skills of listening, speaking, reading, and writing.
2(b) The teacher understands that cultural knowledge is essential for the development of second language acquisition.
2(c) The teacher understands the skills necessary to create an instructional environment that encourages students to take the risks needed for successful language learning.
2(d) The teacher knows the methodologies and theories specific to second language acquisition.
2(e) The teacher knows university/college expectations of world languages and the life-long benefits of second-language learning.

Standard 2 Knowledge of Human Development and Learning	*Unacceptable*	*Acceptable*	*Exemplary*
2.1 Knowledge	X		

2.1 Analysis – Evidence received showed acceptable levels of Spanish language in the four domains for the candidate along with a course syllabus explaining language acquisition. Missing were evidence pieces for teacher performance in the areas of using target language in the four domains, cultural knowledge, situations where lower-risk for language practice, and evidence for benefits of learning a second-language.

Sources of Evidence

- Portfolios
- EDU 512 Linguistics Course Description
- College faculty interview

Performance

2(f) The teacher uses a variety of instructional strategies that incorporate culture, listening, reading, writing and speaking in the target language.
2(g) The teacher integrates cultural knowledge into language instruction.
2(h) The teacher builds on the language learning strengths of students rather than focusing on their weaknesses.
2(i) The teacher uses cognates, expressions, and other colloquial techniques common to English and the target language to help further the students' understanding and fluency.
2(j) The teacher explains the world language entrance and graduation requirements at national colleges/universities and the general benefits of second language learning.

Standard 2 Knowledge of Human Development and Learning	*Unacceptable*	*Acceptable*	*Exemplary*
2.2 Performance	X		

2.2 Analysis – Evidence which showed language building on strengths was acceptable, but missing were instructional strategies, fluency skills/practice, and collegiate/graduation requirements.

Sources of Evidence

- Lesson Plan
- Candidate Lesson Reflection

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities that are adapted to students with diverse needs.

Knowledge

3(a) The teacher understands that gender, age, socioeconomic background, ethnicity, sexual orientation, religious beliefs and other factors play a role in how individuals perceive and relate to their own culture and that of others.

3(b) The teacher understands that students' diverse learning styles affect the process of second-language acquisition.

Standard 3 Modifying Instruction for Individual Needs	*Unacceptable*	*Acceptable*	*Exemplary*
3.1 Knowledge		X	

3.1 Analysis – A telephone interview with an instructor provided evidence for understanding how students' learning/lifestyles affect language acquisition, candidates' portfolios showed evidence of perception and roles played in culture.

Sources of Evidence

- Candidate Portfolios
- EDU 501 Teaching in A Diverse Society course description
- Instructor Interview

Performance

3(c) The teacher plans learning activities that enable students to grasp the significance of language and cultural similarities and differences.

3(d) The teacher differentiates instruction to incorporate the diverse needs of the students' cognitive, emotional and psychological learning styles.

Standard 3 Modifying Instruction for Individual Needs	*Unacceptable*	*Acceptable*	*Exemplary*
3.2 Performance	X		

3.2 Analysis – Evidence was provided by a syllabus, but missing were differentiated instructional pieces to meet students' needs.

Sources of Evidence

- EDU 505 ESL & Bilingual Methods course description

Standard 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop students' critical thinking, problem solving, and performance skills.

Knowledge

4(a) The teacher understands that world languages methodologies continues to change in response to emerging research.

4(b) The teacher understands instructional practices that balances content-focused and form-focused learning.

4(c) The teacher knows instructional strategies that foster higher-level thinking skills such as critical-thinking and problem solving.

Standard 4 Multiple Instructional Strategies	*Unacceptable*	*Acceptable*	*Exemplary*
4.1 Knowledge	X		

4.1 Analysis – No evidence provided.

Sources of Evidence

- No evidence provided.

Performance

4(d) The teacher uses a variety of instructional strategies based on current research to enhance students' understanding of the target language and culture.

4(e) The teacher remains current in second-language pedagogy by means of attending conferences, maintaining memberships in professional organizations, reading professional journals, and/or on-site and on-line professional development opportunities.

4(f) The teacher incorporates a variety of instructional tools such as technology, local experts, and on-line resources to encourage higher-level thinking skills.

Standard 4 Multiple Instructional Strategies	*Unacceptable*	*Acceptable*	*Exemplary*
4.2 Performance	X		

4.2 Analysis – No evidence provided.

Sources of Evidence

- No evidence provided.

Standard 5: Classroom Motivation and Management Skills - Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.

Knowledge

5(a) The teacher understands that, due to the nature of second-language acquisition, students need additional instruction in positive group/pair work and focused practice.

5(b) The teacher knows current practices of classroom management techniques that successfully allow for a variety of activities, such as listening and speaking, that take place in a world language classroom.

Standard 5 Classroom Motivation and Management Skills	*Unacceptable*	*Acceptable*	*Exemplary*
5.1 Knowledge	X		

5.1 Analysis – Little or no evidence was provided to indicate that teacher candidates know classroom motivation and management skills.

Sources of Evidence

- Lesson plan

Performance

5(c) The teacher implements classroom management techniques that use current research-based practices to facilitate group/pair interactions and maintain a positive flow of instruction.

Standard 5 Classroom Motivation and Management Skills	*Unacceptable*	*Acceptable*	*Exemplary*
5.2 Performance	X		

5.2 Analysis – The EPP provided no evidence that teacher candidates are able to implement classroom motivation and management techniques.

Sources of Evidence

- No evidence provided.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster inquiry, collaboration, and supportive interaction in and beyond the classroom.

Knowledge

6(a) The teacher understands of the extension and broadening of previously gained knowledge in order to communicate clearly in the target language.

Standard 6 Communication Skills	*Unacceptable*	*Acceptable*	*Exemplary*
6.1 Knowledge	X		

6.1 Analysis – Little or no evidence was provided to indicate that teacher candidates have the communication skills necessary to meet indicator 6(a)

Sources of Evidence

- Required course syllabi

Performance

6(b) The teacher uses a variety of techniques to foster fluency within the target language such as dialogues, songs, open-ended inquiry, non-verbal techniques, guided questions, modeling, role-playing, and storytelling.

Standard 6 Communication Skills	*Unacceptable*	*Acceptable*	*Exemplary*
6.2 Performance	X		

6.2 Analysis – The EPP provided no evidence that teacher candidates could perform the communication skills necessary to meet indicator 6(b)

Sources of Evidence

- No evidence provided.

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, and curriculum goals.

Knowledge

7(a) The teacher understands how to incorporate the ACTFL Standards for Foreign Language Learning 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.

Standard 7 Instructional Planning Skills	*Unacceptable*	*Acceptable*	*Exemplary*
7.1 Knowledge	X		

7.1 Analysis – The EPP provided no evidence that teacher candidates could meet Instructional Planning Skills standard 7.

Sources of Evidence

- No evidence provided.

Performance

7(d) The teacher incorporates the ACTFL Standards for Foreign Language Learning of communication, cultures, connections, comparisons, and communities into instructional planning.

7(e) 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(f) The teacher designs lesson plans which incorporate the scaffolding necessary to progress from basic level skills to appropriate critical and higher order thinking skills.

Standard 7 Instructional Planning Skills	*Unacceptable*	*Acceptable*	*Exemplary*
7.2 Performance	X		

7.2 Analysis – The EPP provided no evidence that teacher candidates could meet Instructional Planning Skills performance indicators.

Sources of Evidence

- No evidence provided.

Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine program effectiveness.

Knowledge

8(a) The teacher understands the ACTFL Proficiency Guidelines for listening, speaking, reading, and writing.

8(b) The teacher has the skills to assess proficiency in listening, speaking, reading, writing and culture, which is based on a continuum.

8(c) The teacher understands the importance of assessing the content and the form of communication.

Standard 8 Assessment of Student Learning	*Unacceptable*	*Acceptable*	*Exemplary*
8.1 Knowledge	X		

8.1 Analysis – The EPP provided no evidence that teacher candidates were able to gain knowledge necessary to meet indicators under standard 8: Assessment of Student Learning.

Sources of Evidence

- No evidence provided.

Performance

8(d) The teacher motivates the students to reach level-appropriate proficiency based on ACTFL Proficiency Guidelines for listening, speaking, reading, writing, and culture.

8(e) The teacher employs a variety of ways to assess listening, speaking, reading, writing, and culture, using both formative and summative assessments.

8(f) The teacher constructs and uses a variety of formal and informal assessment techniques, including tests in the primary and target languages, to enhance knowledge of individual students, evaluate student performance and progress, and modify teaching and learning strategies.

8(g) The teacher appropriately assesses for both the content and form of communication.

Standard 8 Assessment of Student Learning	*Unacceptable*	*Acceptable*	*Exemplary*
8.2 Performance	X		

8.2 Analysis – The EPP provided no evidence that teacher candidates can meet performance standards for standard 8: Assessment of Student Learning

Sources of Evidence

- No evidence provided.

Standard 9: Professional Commitment and Responsibility - The teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of teaching.

Standard 10: Partnerships - The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.

Knowledge

10(a) The teacher knows about career and other life-enriching opportunities available to students proficient in world languages.

10(b) The teacher knows how to provide opportunities for students and teachers to communicate with native speakers.
10(c) The teacher is able to communicate to the students, parents, and community members the amount of time and energy needed for students to be successful in acquiring a second language.
10(d) The teacher understands the effects of second language study on first language.

Standard 10 Partnerships	*Unacceptable*	*Acceptable*	*Exemplary*
10.1 Knowledge	X		

10.1 Analysis – The EPP provided no evidence that teacher candidates are afforded the opportunity to gain knowledge for standard 10: Partnership.

Sources of Evidence

- No evidence provided.

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 provides opportunities for students to communicate with native speakers of the target language in person or via technology.
10(g) The teacher encourages students to participate in community experiences related to the target culture.
10(h) The teacher communicates to the students, parents, and community members the amount of time and energy needed for students to be successful in acquiring a second language.

Standard 10 Partnerships	*Unacceptable*	*Acceptable*	*Exemplary*
10.2 Performance	X		

10.2 Analysis – The EPP provided no evidence that teacher candidates have the ability to perform the indicators for standard 10.

Sources of Evidence

- No evidence provided.

Summary

Type of Standard	Total Number of Standards	Unacceptable	Acceptable	Exemplary
Knowledge	9	8	1	0
Performance	9	8	1	0

Areas for Improvement

- The World Languages preparation program needs to find ways to meet the missing standards for teacher candidates.

Recommended Action on World Languages

☐ Approved

☐ Conditionally Approved
- ☐ Insufficient Evidence
- ☐ Lack of Completers
- ☐ New Program

X Not Approved

Idaho Educator Preparation Full Unit Program Review

STATE TEAM REPORT

COLLEGE OF IDAHO

APRIL 15-17, 2018

Professional Standards Commission

Idaho State Board of Education

Idaho State Department of Education

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INTRODUCTION

Rejoinder Introduction

The April 2018 State Accreditation Visit was a difficult one for The College of Idaho EPP in many respects. Although multiple members of the site visit team noted that they believe our graduates are effective teachers, they did not observe sufficient connection between the program and its outcomes. The lack of effective assessment often resulted in a lack of data, which, in turn, rendered difficult or impossible the crucial task of ongoing program improvement.

Our reflection and analysis since receiving the State Team Report suggest four reasons for these deficits. First, we have treated process of assessment as being separate from that of instruction, constituting an additional set of tasks to be conducted apart from the enterprise of teaching and learning that constitutes the center of our focus. Second, we have failed to maintain currency and alignment with changing educational accreditation standards. Third, in some aspects of our program we have cast assessment in opposition to program design. Fourth, and finally, at an operational level we have failed to integrate regular review of assessment data into our annual schedule as a routine feature of our day-to-day and week-to-week work.

In response to these issues, we have formulated multiple improvements to our program that we believe will meet and exceed the state's evidence thresholds while yielding sustainable, regular, and rich program-level assessment. First, the EPP will change when and how it collects and analyzes artifacts that demonstrate fulfillment of required standards. Previously, the EPP faculty culled artifacts from the portfolios that candidates are required to submit at multiple points in the program. In their portfolios, candidates submit multiple artifacts and reflections aligned to each of the ten INTASC standards. We have discovered through the current accreditation process that while these portfolios are pedagogically useful to help candidates think coherently about their progress as (future) teachers, they are less useful for program assessment because the process delegates artifact submission to the candidates and takes place after the program is complete. The burden the faculty has felt trying to represent the program based on what candidates submit has proven as frustrating as it is unsustainable. Beginning immediately, in fall 2018, EPP faculty and student-teaching supervisors will collect appropriate artifacts on the front end, as candidates produce them during their coursework or field placements. Toward this end, EPP faculty members have already identified a number of "anchor artifacts" (see General Appendix) they will require interns to submit during their student-teaching year. As the next year progresses, supervisors will continue to refine which artifacts are most helpful to demonstrate candidates' competencies. Relatedly, the EPP department chair will coordinate artifact collection with faculty teaching courses for the EPP as adjuncts or in other campus departments.

Second, the EPP will continue to review the alignment of its program to required standards. During the summer, as preparation for this rejoinder, the EPP mapped its current elementary program according to the related Core Standards (See General Appendix). As a result of that process, and with the insights of the program's new faculty member with experience in literacy, the department has already identified changes to its required elementary program coursework in the future (pending approval through the campus curriculum approval process). It will require EDU 253 Language Development and Literacy to replace EDU 350 Literature for Children and

Adolescents. The new requirement, coupled with the existing required courses EDU 304 Literacy Development and EDU 305 Literacy in the Content Areas, will better align the program to the Core Standards for Elementary Teachers and the Instructional Shifts for the Language Arts. In the fall 2018 term, the department chair will work with partners across other endorsement areas to map their curriculum to the related standards. The EPP faculty also have a clearer understanding of the overall assessment requirements of the state—INTASC, Idaho Core, State Specific Requirements, CAEP—and how to better integrate program assessment, beyond candidate assessment.

Third, the EPP has identified changes necessary in its EDU 597 Intern Seminar course that corresponds to the student-teaching experience. The EPP is firmly committed to its five-year licensure program, which culminates in a full year of student teaching. The intensive full year internship as a full time classroom teacher yields authentic, embedded, organic learning experiences. Our candidates, our completers, our cooperating teachers and partner principals regularly note the value of the full year experience. Indeed, in the last few years multiple EPP candidates have been hired as teachers of record during the intern year because of this program. However, this authentic, "ground up" experience for our candidates also makes program assessment complicated. We propose to make changes to the concurrent and associated coursework so as to better document and assess the experiences of our candidates.

Specifically, the EPP will revise its Intern Seminar, which corresponds to the student-teaching year, so as to achieve focus on program assessment measures. Previously, the course tended to focus on the social-emotional needs of candidates as they navigated the challenge of the student-teaching year while also being full-time students. Going forward, the Intern Seminar will function as a "learning lab" for candidates, in which they generate artifacts that document their competencies, but also requires them to reflect together on their teaching. In concert with the methods courses delivered during the intern year experience, this "(pre)professional learning community" will allow the EPP better to assess its candidates' performance in the classroom and generate better artifacts to assess the program itself.

On a related note, the EPP has begun to communicate more direct assessment criteria to its methods-class instructors, who are often adjuncts (and, often k-12 classroom teachers themselves). For example, the EPP will work with instructors to mandate particular anchor assignments beginning in fall 2018. On the whole, these changes should provide a much more robust and routine program assessment structure.

Finally, the EPP recognizes that any assessment system is only as effective as its application allows. Thus, we propose regular, recursive analysis of the program as it generates evidence that candidates are meeting required standards. The EPP acknowledges that it cannot attend to program quality only when up for formal state review. It must make assessment a fundamental, sustainable, generative part of its regular operations. In its response to CAEP review, the EPP proposes a series of program checkpoints at which it conducts formal data analysis. It also proposes "assessment updates" as a regular part of department meetings. Lastly, it will dedicate one meeting at the conclusion of each term to review the previous term's clinical experiences, especially student-teaching. At the end of each school year, the EPP will facilitate an "assessment

retreat" in which it evaluates data generated throughout the year and makes suggestions for program improvement for the following year.

In the rejoinder that follows, for each unapproved program we will respond specifically to reviewers' concerns within the text, provide new artifacts, and/ or suggest improvements where appropriate. We have elected to focus at this time on areas for which we did not receive program approval. However, we are mindful that there were areas of insufficiency in other areas of the report. We will return to these areas of deficit in the future to ensure we attend to them as well.

PROGRAM APPROVAL RECOMMENDATIONS

Standards/Program	Recommendation	Notes
Idaho Core Teaching Standards	☐ Approved ☒ Conditionally Approved ☐ Not Approved	
State Specific Requirements Standard 1: Instructional Shifts for Language Arts	☐ Approved ☐ Conditionally Approved ☒ Not Approved	
State Specific Requirements Standard 2: Idaho Comprehensive Literacy Standards	☒ Approved ☐ Conditionally Approved ☐ Not Approved	
State Specific Requirements Standard 3: Instructional Shifts for Mathematics	☐ Approved ☐ Conditionally Approved ☒ Not Approved	
State Specific Requirements Standard 4: Instructional Technology and Data Literacy	☐ Approved ☐ Conditionally Approved ☒ Not Approved	Instructional Technology portion of this requirement was acceptable. Data Literacy portion was not.
State Specific Requirements Standard 5: Clinical Practice and Performance Assessments	☒ Approved ☐ Conditionally Approved ☐ Not Approved	
State Specific Requirements Standard 6: IDAPA Rule Certification Requirements	☒ Approved ☐ Conditionally Approved ☐ Not Approved	
Bilingual Education and English as a New Language	☐ Approved ☒ Conditionally Approved ☐ Not Approved	
Elementary Education	☐ Approved ☐ Conditionally Approved ☒ Not Approved	
English Language Arts	☐ Approved ☐ Conditionally Approved ☒ Not Approved	
Mathematics	☐ Approved ☐ Conditionally Approved ☒ Not Approved	
Science Foundation Standards	☐ Approved ☒ Conditionally Approved	

Standards/Program	Recommendation	Notes
	☐ Not Approved	
Biology	☐ Approved ☒ Conditionally Approved ☐ Not Approved	
Chemistry	☐ Approved ☒ Conditionally Approved ☐ Not Approved	
Physics	☐ Approved ☒ Conditionally Approved ☐ Not Approved	
Social Studies Foundation Standards	☐ Approved ☒ Conditionally Approved ☐ Not Approved	
Government and Civics	☐ Approved ☒ Conditionally Approved ☐ Not Approved	
History	☐ Approved ☒ Conditionally Approved ☐ Not Approved	
Visual and Performing Arts Foundation Standards	☐ Approved ☐ Conditionally Approved ☒ Not Approved	
Music	☐ Approved ☐ Conditionally Approved ☒ Not Approved	
Drama	☐ Approved ☐ Conditionally Approved ☒ Not Approved	
Visual Arts	☐ Approved ☐ Conditionally Approved ☒ Not Approved	
World Languages	☐ Approved ☐ Conditionally Approved ☒ Not Approved	

STATE PROGRAM APPROVAL RUBRICS

The *Idaho Standards for Initial Certification of Professional School Personnel* provide the framework for the approval of educator preparation programs. As such, the standards set the criteria by which teacher preparation programs are reviewed for state program approval.

The following rubrics are used to evaluate the extent to which educator preparation programs prepare educators who meet the standards. The rubrics are designed to be used with each individual preparation program (i.e., Elementary, Special Education, Secondary English, Secondary Science–Biology, etc.).

The rubrics describe three levels of performance, unacceptable, acceptable, and exemplary for each of the Idaho Standards for Initial Certification. The rubrics shall be used to make holistic judgments. Elements identified in the rubrics provide the basis upon which the State Program Approval Team evaluates the institution's evidence that candidates meet the Idaho standards.

Unacceptable	Acceptable	Exemplary
• The program provides evidence that candidates meet fewer than 75% of the indicators.	• The program provides evidence that candidates meet 75%-100% of the indicators • The program provides evidence candidates use assessment results in guiding student instruction.	• The program provides evidence that candidates meet 100% of the indicators. • The program provides evidence of the use of data in program improvement decisions. • The program provides evidence of at least three (3) cycles of data of which must be sequential.

IDAHO CORE TEACHING STANDARDS

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 identifies readiness for learning, and understands how development in any one area may affect performance in others.

1(d) 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.

Standard 1 Learner Development	***Unacceptable***	***Acceptable***	***Exemplary***
1.1 Knowledge		X	

1.1 Analysis – Syllabi from PSYC 221 and EDU304 identify attention to learner differences and development. Assignments like the "50 strategies" guide candidates through understanding multiple instructional strategies to meet learner needs. Attention to the GLAD framework for language development pedagogy is addressed in one course and was discussed by candidates during interviews. Assessment for readiness and modifying instruction based on learner needs had limited evidence.

Sources of Evidence

- PSYC 221 Syllabus
- EDU 430 Syllabus
- EDUC 304 Syllabus
- Candidate interview responses implied knowledge

Performance

1(e) 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.

1(f) 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.

1(g) The teacher collaborates with families, communities, colleagues, and other professionals to promote learner growth and development.

Standard 1 Learner Development	***Unacceptable***	***Acceptable***	***Exemplary***
1.2 Performance		X	

1.2 Analysis – Electronic portfolios and candidate interviews provided evidence that teacher candidates understand learner development. The lesson plan template contains a differentiation/modification for student needs category; however, very few lesson plan examples containing this were provided. A candidate shared experiences where she planned small group centers and stations in her classroom and structures for extra supports for students who need it. There was no evidence of diagnostic assessments for creating developmentally appropriate instruction outside of a learner interest inventory (blank assignment page from a course).

Sources of Evidence

- Candidate interviews
- Course syllabi
- Participation in some community events for collaboration evidenced in pictures and some candidate interviews

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 the input and contributions of families, colleagues, and other professionals in understanding and supporting each learner's development.

Standard 1 Learner Development	***Unacceptable***	***Acceptable***	***Exemplary***
1.3 Disposition	X		

1.3 Analysis –*Candidate interviews and some candidate reflection papers evidenced a respect for learner development. Candidates also expressed excitement for supporting different learner growth and development. One teacher of record adapted her P.E. instruction to provide modifications for students with special needs. Candidates valued partnerships with lead teachers and sharing information for developing instructional plans. Insufficient evidence was provided to*

identify planning instruction based on an assessment of learner need – in particular for typical student misconceptions. A blank dispositions rubric was shared. No formal process for applying the rubric in connection to differentiating or advocating for learner needs was provided.

Sources of Evidence

- *Candidate interviews*
- *Few candidate reflection papers*

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 second language acquisition processes and knows how to incorporate 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 language, culture, family, and community values.

2(e) The teacher knows how to access information about the values of diverse cultures and communities and how to incorporate learners' experiences, cultures, and community resources into instruction.

Standard 2 Learning Differences	***Unacceptable***	***Acceptable***	***Exemplary***
2.1 Knowledge		X	

2.1 Analysis – Course syllabi identify attention to valuing diverse cultures and how candidates can access information about the values of diverse cultures and communities and incorporate learners' experiences, cultures, and community resources into instruction. Candidates expressed the capacity for planning instruction with multiple instructional strategies. GLAD framework was shared for planning instruction to meet language acquisition processes and needs. Portfolios include reflection on planning based on individual candidate learning needs.

Sources of Evidence

- EDU 534 Syllabus
- TRIBE curriculum in one course
- Candidate interviews

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, and 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.

Standard 2 Learning Differences	***Unacceptable***	***Acceptable***	***Exemplary***
2.2 Performance		X	

2.2 Analysis – Candidate interviews demonstrated attention to tools for language development in planning and instruction (GLAD)[2j] and learning about modifications via attending one IEP meeting in their clinical placement. One candidate reflection identified a modification for a learner to demonstrate math performance without reading the story problems [2h]. Candidate interviews and reflections demonstrated they had access to knowledge about learner's personal, family, community experiences and cultural norms. Limited evidence was provided that directly connected to candidate performance in any indicator area. Rationales did claim reasonable expectations performance would occur in a satisfactory manner. Further evidence outlining how this performance standard is met in connection to candidate or completer performance and authentic preK-12 examples is merited.

Sources of Evidence

- Candidate interviews
- Portfolios
- Lead Teacher interviews

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.

Standard 2 Learning Differences	***Unacceptable***	***Acceptable***	***Exemplary***
2.3 Disposition		X	

2.3 Analysis – Candidate interviews and reflections indicate it could be reasonable to assume "the teacher believes that all learners can achieve at high levels and persists in helping each learner reaching his/her full potential" [2l]. Additionally, 2m, 2n and 2o are implied through course syllabi and a few candidate reflections. Limited evidence was provided demonstrating explicit connection to candidate capacity or completer performance connected to Standard 2 dispositions.

Sources of Evidence

- Portfolio reflections
- Candidate interviews
- Lead Teacher interviews

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.
3(b) The teacher knows how to help learners work productively and cooperatively with each other to achieve learning goals.
3(c) 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.
3(d) The teacher understands how learner diversity can affect communication and knows how to communicate effectively in differing environments.
3(e) The teacher knows how to use technologies and how to guide learners to apply them in appropriate, safe, and effective ways.

Standard 3 Learning Environments	***Unacceptable***	***Acceptable***	***Exemplary***
3.1 Knowledge		X	

3.1 Analysis – Evidence for 3a and 3b are provided via course syllabi. TRIBES curriculum demonstrates an emphasis on community in the classroom. One photo of teacher and student class norms implies collaborating with learners to establish and monitor elements of a safe and productive learning environment (3c). Technology is addressed in candidate portfolios and lesson plans. Further evidence outlining how this standard is met in systematic/programmatic ways would be helpful.

Sources of Evidence

- EDU 202 Syllabus
- Classroom Management Plan
- Portfolio artifacts (**ONE** photo)

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 ideas and people locally and globally.

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 and collaborates with learners to make appropriate adjustments.

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.

Standard 3 Learning Environments	***Unacceptable***	***Acceptable***	***Exemplary***
3.2 Performance		X	

3.2 Analysis – Evidence is provided to meet 3i, 3j, and 3m. Course syllabi address communication and the need for positive learning environments and appreciation for cultures. Candidate interviews implied positive learning environments and the building of community, including using interactive technologies. Further evidence outlining how this standard is met in systematic/programmatic ways would be helpful.

Sources of Evidence

- Lesson plans
- Portfolio reflections
- EDU 613 syllabus

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 among all members of the learning community.

3(r) The teacher is a thoughtful and responsive listener and observer.

Standard 3 Learning Environments	***Unacceptable***	***Acceptable***	***Exemplary***
3.3 Disposition		X	

3.3 Analysis – Candidate reflection papers, portfolio artifacts, classroom ethnographies and the overall educative community mission demonstrate teacher commitment to working with learners, colleagues, communities, and in the importance of collaboration and respectful communication. Thoughtful observation and responsiveness was paramount in candidate interviews and work samples.

Sources of Evidence

- Candidate interviews
- Candidate Portfolios
- Classroom Ethnographies

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) s/he 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) s/he teaches.

Standard 4 Content Knowledge	***Unacceptable***	***Acceptable***	***Exemplary***
4.1 Knowledge		X	

4.1 Analysis – Content knowledge may be presumed from undergraduate degree program, praxis scores and individual program reviews. Science methods course provided information on different technologies, common misconceptions in the discipline. Interviews with department chairs and subsequent syllabi examples indicated disciplinary content covered in coursework. Deep knowledge of student content standards may be presumed through lesson plans. Limited cohesive evidence overall is provided. Further evidence outlining how this standard is met in systematic/programmatic would be helpful.

Sources of Evidence

- Department Chair interviews
- Course Syllabi
- Candidate lesson plans

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.

Standard 4 Content Knowledge	***Unacceptable***	***Acceptable***	***Exemplary***
4.2 Performance	X		

4.2 Analysis – Academic language is addressed in a few candidate lesson plans and some work samples. Teachers may access school resources and provide materials in dual languages. One candidate shared an example where she had a Spanish text for a native speaker. Candidate interview provided evidence that disciplinary content knowledge was addressed and being transferred to field experience. Insufficient evidence is provided for 4g, 4j, 4k, 4l, and 4n. Learner disciplinary misconceptions are not addressed in performance evidence, portfolios, or lesson reflections.

Sources of Evidence

- Candidate work samples
- Candidate interview

Disposition

4(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.

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 4 Content Knowledge	*Unacceptable*	*Acceptable*	*Exemplary*
4.3 Disposition		X	

4.3 Analysis – Candidate interviews identify appreciation for multiple perspectives and continued learning. Several candidate assignments address personal bias and critical interrogation. Candidates expressed commitment to teaching, their continued learning and collaboration. Further evidence outlining how this standard is met in systematic/programmatic would be useful in evaluating this standard.

Sources of Evidence

- Candidate interviews
- Candidate reflection papers
- Educative community mission in syllabi and candidate discussions

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 to inquiry, 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 awareness) 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 communication modes and skills as vehicles for learning (e.g., information gathering and processing) across disciplines as well as vehicles 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 awareness and understanding, and how to integrate them into the curriculum.

Standard 5 Application of Content	*Unacceptable*	*Acceptable*	*Exemplary*
5.1 Knowledge	X		

5.1 Analysis – Demonstration of knowledge of technologies and pedagogical technology knowledge may be found in portfolios. Connections to disciplinary content knowledge and accessing information or demonstrating learning were not provided. Interdisciplinary curriculum is emphasized in some candidate assignments. No connections are made to learning theory or enhancement connected to application of disciplinary content knowledge. Insufficient evidence is provided to show 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 (5c); teaching critical thinking processes and helping learners develop high level questioning for independent learning (5e); communication modes across disciplines (5f), creative thinking process for producing original work (5g;) and accessing resources to build global awareness and understanding and how to integrate them into the curriculum (5h).

A deeper integration of pedagogy and pedagogical content knowledge systematically throughout programs could support evidence for this standard.

Sources of Evidence

- Candidate assignments

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 engages learners in questioning and challenging assumptions and approaches in order to foster innovation and problem solving in local and global contexts.

5(m) 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.

5(n) The teacher engages learners in generating and evaluating new ideas and novel approaches, seeking inventive solutions to problems, and developing original work.

5(o) 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(p) The teacher develops and implements supports for learner literacy development across content areas

Standard 5 Application of Content	***Unacceptable***	***Acceptable***	***Exemplary***
5.2 Performance	X		

5.2 Analysis – Insufficient evidence was provided for performance indicators under standard 5. Developing and implementing projects where learners analyze complexity of an issue or question using perspectives from varied disciplines and cross disciplinary skills is not evident. Facilitating use of current tools and resources to maximize content learning in varied contexts is not evident. Questioning and challenging assumptions and approaches to foster innovation and problem solving in local and global contexts is not evident. Music evidenced an instance where the teacher created meaningful opportunities for communication for varied audiences. However, there was no evidence provided in the artifacts collection or across programs (5m). Teachers facilitating opportunities for creative problem-solving and novel approaches, including the development of original work was not evident.

Sources of Evidence

- Candidate assignments

Disposition

5(q) The teacher is constantly exploring how to use disciplinary knowledge as a lens to address local and global issues.

5(r) The teacher values knowledge outside his/her own content area and how such knowledge enhances student learning.

5(s) The teacher values flexible learning environments that encourage learner exploration, discovery, and expression across content areas.

Standard 5 Application of Content	*Unacceptable*	*Acceptable*	*Exemplary*
5.3 Disposition	X		

5.3 Analysis – No evidence was provided

Sources of Evidence

- No evidence provided.

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.

Standard 6 Assessment	*Unacceptable*	*Acceptable*	*Exemplary*
6.1 Knowledge		X	

6.1 Analysis – 75% of knowledge indicators are met with approximately four (4) and one-half standards being fully met. Candidates demonstrate understanding of multiple assessments and their purposes. There are also several portfolio or work sample artifacts that highlight involving students in their own assessment. Alignment to standards is demonstrated. A programmatic focus on teacher analysis of assessment data to guide planning and instruction is not evident.

Sources of Evidence

- Course syllabi (EDU 441)
- Candidate artifacts (e.g., lesson plans) and portfolios
- Observation notes from clinical supervisors observing student teachers

Performance

6(h) The teacher balances the use of formative and summative assessment as appropriate to support, verify, and document learning.

6(i) The teacher designs assessments that match learning objectives with assessment methods and minimizes sources of bias that can distort assessment results.

6(j) The teacher works independently and collaboratively to examine test and other performance data to understand each learner's progress and to guide planning.

6(k) 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(l) The teacher engages learners in multiple ways of demonstrating knowledge and skill as part of the assessment process.

6(m) The teacher models and structures processes that guide learners in examining their own thinking and learning as well as the performance of others.

6(n) 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(o) 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(p) 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.

Standard 6 Assessment	*Unacceptable*	*Acceptable*	*Exemplary*
6.2 Performance	X		

6.2 Analysis – Limited candidate evidence demonstrates use of multiple forms of assessment and work with teams in their clinical field experiences to match learning objectives. No evidence was provided to highlight minimizing sources of bias in distorting assessment results (6i). Candidates do engage learners in self-assessment and understanding quality work. Multiple forms of assessment are evidenced in candidate portfolios and work samples. Insufficient evidence connects differentiation to assessment – in forms (e.g., product) or diagnosis in teaching.

Sources of Evidence

- One candidate in an interview mentioned collaboration around assessment data
- Supervisor observation notes

Disposition

6(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.

6(r) The teacher takes responsibility for aligning instruction and assessment with learning goals.

6(s) The teacher is committed to providing timely and effective descriptive feedback to learners on their progress.

6(t) The teacher is committed to using multiple types of assessment processes to support, verify, and document learning.

6(u) The teacher is committed to making accommodations in assessments and testing conditions, especially for learners with disabilities and language learning needs.

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.

Standard 6 Assessment	*Unacceptable*	*Acceptable*	*Exemplary*
6.3 Disposition		X	

6.3 Analysis – Candidate interviews and portfolio artifacts demonstrate a commitment to involving learners in assessment processes. Assessment is aligned to instruction and feedback is provided (via portfolio artifact). Multiple assessment forms are taught and reflected upon in candidate artifacts. Accommodations in assessments and testing conditions were mentioned in one candidate reflection. IPLPs were shared as evidence. No explicit connections to assessment indicators were provided with/in IPLP documents.

Sources of Evidence

- Candidate portfolios
- Course assignments
- Observation notes

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, community organizations).

Standard 7 Planning for Instruction	*Unacceptable*	*Acceptable*	*Exemplary*
7.1 Knowledge		X	

7.1 Analysis – Candidate lesson plans and reflections highlight standards alignment and attempts at cross-disciplinary instruction. Learning theory, cultural diversity, and learner development are taught in education courses and candidates list multiple instructional strategies are opportunities for planning instruction. Some candidate lesson reflections demonstrate adjustments are made based on learner response.

Sources of Evidence

- Candidate reflections on lesson plans
- Course syllabi (441, 532/533, PSYC 221, 350, 442)
- Candidate lesson plan reflections

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.

Standard 7 Planning for Instruction	*Unacceptable*	*Acceptable*	*Exemplary*
7.2 Performance		X	

7.2 Analysis – Syllabus statements address Performance Indicators for Standard 7 Planning for Instruction. Unit examples identify appropriate sequencing of learning experiences and formative assessment. Prior knowledge is addressed in lesson plan examples provided. Portfolio examples address designing and delivering appropriate learning experiences. Limited evidence demonstrates collaboration with professionals with specialized expertise.

Sources of Evidence

- Candidate unit examples
- One candidate portfolio
- Lesson plan reflections

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 takes professional responsibility to use short- and long-term planning as a means of assuring student learning.

7(q) The teacher believes that plans must always be open to adjustment and revision based on learner needs and changing circumstances.

Standard 7 Planning for Instruction	*Unacceptable*	*Acceptable*	*Exemplary*
7.3 Disposition	X		

7.3 Analysis – Dispositions are stated in course syllabi (e.g., 441, 532/533), and implied in unit examples from candidates. Explicit examples or connections to dispositions in Standard 7 are not identified.

Sources of Evidence

- None provided

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 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.

8(b) The teacher knows how to apply a range of developmentally, culturally, and linguistically appropriate instructional strategies to achieve learning goals.

8(c) The teacher knows when and how to use appropriate 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 relationships.

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.

Standard 8 Instructional Strategies	***Unacceptable***	***Acceptable***	***Exemplary***
8.1 Knowledge		X	

8.1 Analysis - Candidates demonstrate understanding of multiple instructional strategies. Course syllabi address a range of developmentally, linguistically, and culturally appropriate instructional strategies. Multiple forms of communication are minimally addressed. Evidence for evaluating media and technology for quality, accuracy, and effectiveness is minimal.

Sources of Evidence

- Course syllabi
- Candidate interviews
- Candidate portfolios

Performance

8(g) The teacher uses appropriate strategies and resources to adapt instruction to 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 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 modes.

8(o) 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).

Standard 8 Instructional Strategies	***Unacceptable***	***Acceptable***	***Exemplary***
8.2 Performance		X	

8.2 Analysis – Evidence indicates candidates engage learners in using a range of learning skills and technology; recognize the need to use a variety of instructional strategies to support communication; ask some questions of students to stimulate understanding; use different strategies and may adapt instruction to individual needs; provide multiple models; and work to support or monitor student learning. Limited evidence demonstrates teacher collaboration with learners to identify strengths and access to family and community resources; a varied teacher role in the instructional process; and the engagement of all learners in developing higher order questioning skills and metacognitive processes.

Sources of Evidence

- Candidate interviews
- Candidate portfolios
- Candidate reflection papers

Disposition

8(p) The teacher is committed to deepening awareness and understanding the strengths and needs of diverse learners when planning and adjusting 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 adapting instruction to learner responses, ideas, and needs.

Standard 8 Instructional Strategies	*Unacceptable*	*Acceptable*	*Exemplary*
8.3 Disposition		X	

8.3 Analysis – Candidate interviews and a technology unit indicate candidate commitment to deepening awareness and understanding strengths of individual learners along with the exploration of new and emerging technologies to support student learning. Candidates evidence the value of adapting instruction and remaining flexible in the teaching/learning process even with limited performance evidence available.

Sources of Evidence

- Candidate interviews
- Candidate portfolio reflection
- Technology unit

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 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).

9(e) 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

Standard 9 Professional Learning and Ethical Practices	*Unacceptable*	*Acceptable*	*Exemplary*
9.1 Knowledge		X	

9.1 Analysis – Individual professional growth plans were shared as evidence items. Candidates were not (yet) aware of this process in their program. Interviews did reveal processes of self-assessment and reflection are in place, along with a willingness to use learner data to analyze practice. Course reflections focus on self-knowledge and potential bias teachers may bring to interactions with others. Further evidence outlining how this standard is met in systematic/programmatic ways would be useful in its evaluation.

Sources of Evidence

- Candidate interviews
- Candidate philosophy statements
- Coursework

Performance

9(f) 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(g) 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(h) 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(i) The teacher actively seeks professional, community, and technological resources, within and outside the school, as supports for analysis, reflection, and problem-solving.

9(j) 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.

9(k) 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.

Standard 9 Professional Learning and Ethical Practice	*Unacceptable*	*Acceptable*	*Exemplary*
9.2 Performance		X	

9.2 Analysis - Interviews revealed candidate excitement about professional learning opportunities in their schools. Likewise, completers were engaged in professional development in their positions and leading communities of practice and partnerships with colleagues. Candidates reflect on personal bias through multiple course assignments. Insufficient evidence to address 9(k). Further evidence outlining how this standard is met in systematic/programmatic ways would be helpful in its evaluation.

Sources of Evidence

- Candidate interviews
- Completer interviews
- Candidate work sample

Disposition

9(l) The teacher takes responsibility for student learning and uses ongoing analysis and reflection to improve planning and practice.

9(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.

9(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.

9(o) The teacher understands the expectations of the profession including codes of ethics, professional standards of practice, and relevant law and policy.

Standard 9 Professional Learning and Ethical Practices	*Unacceptable*	*Acceptable*	*Exemplary*
9.3 Disposition		X	

9.3 Analysis – Candidate interviews, reflection papers and an action research project evidence responsibility for student learning, self-knowledge, and a commitment to lifelong learning. Insufficient evidence identifies connection to professional code of ethics, professional standards of practice and relevant law and policy. Further evidence outlining how this standard is met in systematic/programmatic ways would enhance the evidence room.

Sources of Evidence

- Candidate interviews
- Candidate reflection paper
- Action research

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.

Standard 10 Leadership and Collaboration	***Unacceptable***	***Acceptable***	***Exemplary***
10.1 Knowledge		X	

10.1 Analysis – Candidate interviews, course assignments, and portfolio artifacts indicate candidate understanding of school systems (10a), spheres of influence (10b), and the importance of collaborative interaction (10c). Limited evidence supports contributions to a common culture that supports high expectations for student learning. Further evidence outlining how this standard is met in systematic/programmatic ways would be useful in its evaluation.

Sources of Evidence

- Candidate interviews
- Course assignments
- Portfolio artifacts

Performance

10(e) 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(f) The teacher works with other school professionals to plan and jointly facilitate learning on how to meet diverse needs of learners.
10(g) 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.
10(h) The teacher works collaboratively with learners and their families to establish mutual expectations and ongoing communication to support learner development and achievement.
10(i) Working with school colleagues, the teacher builds ongoing connections with community resources to enhance student learning and wellbeing.
10(j) The teacher engages in professional learning, contributes to the knowledge and skill of others, and works collaboratively to advance professional practice.
10(k) The teacher uses technological tools and a variety of communication strategies to build local and global learning communities that engage learners, families, and colleagues.
10(l) The teacher uses and generates meaningful research on education issues and policies.
10(m) The teacher seeks appropriate opportunities to model effective practice for colleagues, to lead professional learning activities, and to serve in other leadership roles.
10(n) The teacher advocates to meet the needs of learners, to strengthen the learning environment, and to enact system change.
10(o) 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.

Standard 10 Leadership and Collaboration	***Unacceptable***	***Acceptable***	***Exemplary***
10.2 Performance		X	

10.2 Analysis – Candidates and completers evidence their participation in collaborative communities in their school placements, continued learning and engagement in professional development, an appreciation for research and indications they may serve in leadership roles in their professional positions. Limited evidence supports advocacy roles and collaboration with learners and their families for ongoing communication.

Sources of Evidence

- Candidate interviews
- Course assignments (ie., attend IEP meeting; attend school board meeting)
- Participation in PLC meetings at school placements and in profession

Disposition

10(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.

10(q) The teacher respects families' beliefs, norms, and expectations and seeks to work collaboratively with learners and families in setting and meeting challenging goals.
10(r) The teacher takes initiative to grow and develop with colleagues through interactions that enhance practice and support student learning.
10(s) The teacher takes responsibility for contributing to and advancing the profession.
10(t) The teacher embraces the challenge of continuous improvement and change.

Standard 10 Leadership and Collaboration	***Unacceptable***	***Acceptable***	***Exemplary***
10.3 Disposition	X		

10.3 Analysis – Candidates and completers evidence shared responsibility for supporting their school mission(s). Insufficient evidence indicates candidates seek information to collaborate with families and take responsibility for contributing to and advancing the profession. Further evidence outlining how this standard is met in systematic/programmatic ways is merited.

Sources of Evidence

- Candidate interviews
- Comments on candidate midterm evaluation

Summary

Type of Standard	Total Number of Standards	Unacceptable	Acceptable	Exemplary
Knowledge	10	1	9	
Performance	10	3	7	
Disposition	10	4	6	

Areas for Improvement

Overall, the unit provided multiple evidence items for meeting the Core Teacher Standards that were somewhat difficult to track. A more concise alignment of evidence items to specific indicators under each core standard would benefit the overall understanding of the unit and its programs. Working from a clear understanding of the program and individual standard alignment would provide a "big picture" alignment to benefit explanations of the Idaho Core Teacher Standards and how individual courses/assignments/evidence items meet standards across programs. In particular, Standards 4 and 5 had minimal connection to enhancement standards in the Idaho Core Teacher Standards. Dispositions and performance were implied in course syllabi and assignments. Candidate portfolios evidenced examples of Idaho Core Teaching Standards; however, no programmatic analysis or explicit connections among evidence items and professional standards were presented in an aligned, systemic way. A systematic review of the EPP's recognition of acceptable to unacceptable evidence was unable to be conducted among the artifacts. Therefore, this summary has limited capacity for identifying specific areas for improvement outside of:

- Content Knowledge (4.2)
- Application of Content (5.1)
- Application of Content – performance (5.2)
- Assessment Performance (6.2)
- Dispositions 1.3, 5.3, 7.3, 10.3

Specific Areas for Improvement:

- Establish systemic, programmatic review of dispositions for Core Teacher Standards. It may be possible to use the Dispositions Rubric and reflection assignments as checkpoints across a program. Track data at each point and establish system for programmatic review and continuous improvement. The spreadsheet shared is the vehicle. Provide metrics, examples of feedback to candidate, rationale/process for how the system is used.
- Demonstrate disciplinary content knowledge and its application as addressed (taught) in programs and exemplified in field experiences and completer professional positions through a systemic, programmatic review for continuous improvement
- Develop data-driven decision making (via progress monitoring, assessment literacy, and diagnostic use of assessments for future instruction) as a strand throughout programs and 5th year

Recommended Action on Idaho Core Teaching Standards

☐ Approved

☒ Conditionally Approved

- ☒ Insufficient Evidence
- ☐ Lack of Completers
- ☐ New Program

☐ Not Approved

STATE SPECIFIC REQUIREMENTS

STANDARD I: INSTRUCTIONAL SHIFTS FOR LANGUAGE ARTS

1(a) Building Knowledge through Content–rich Nonfiction
- Candidates prepare students to build knowledge and academic language through a balance of content rich, complex nonfiction and literary texts.
- Candidates understand how to evenly balance informational and literary reading in all content areas to ensure that students can independently build knowledge in all disciplines through reading and writing.

1(b) Reading, writing and speaking grounded in evidence from text, both literary and informational
- Candidates facilitate student Reading/Writing/Speaking that is grounded in evidence from the text, across the curriculum.
- Candidates create lessons for students that require use of evidence from texts to present careful analyses, well-defended claims, and clear information.

1(c) Regular practice with complex text and its academic language
- Candidates understand how to build a staircase of complexity in texts students must read to be ready for the demand of college and careers.
- Candidates provide opportunities for students to use digital resources strategically, and to conduct research and create and present material in oral and written form.
- Candidates foster an environment in which students collaborate effectively for a variety of purposes while also building independent literacy skills.

Standard 1 Instructional Shifts for Language Arts	***Unacceptable***	***Acceptable***	***Exemplary***
1.1 Knowledge	X		

1.1 Analysis – EPP stated "There is likely not a course offered by the Department of English which does not immerse candidates in works recognized as "literary" (such as poetry, fiction, or drama) and nonfiction (such as significant primary documents reflecting the context from which literary texts emerge and nonfiction works of scholarly literary analysis)". Evidence provided for English language arts secondary educators indicated candidate content knowledge; however, no evidence provided for how candidates are prepared to implement strategies within the classroom.

Additional evidence provided regarding the First Year Seminar for all College of Idaho attendees indicates coursework and objectives for analytical reading and writing skills. The coursework and skills are not applicable to preparation of educators, rather for content knowledge of the candidates.

Evidence included two digital portfolios of candidates for English Language Arts endorsement area that included unit planning, essays, and performance based assessments; however, the evidence was not sufficient to demonstrate candidate knowledge of instructional shifts for language arts.

Syllabus for EDU 305 includes course objectives regarding literacy skills in the content area and literacy strategies in planning content area lessons and teaching of lessons utilizing the literacy strategies. Candidates are required to pass Idaho Comprehensive Literacy Assessment (ICLA) Standard 2 and Standards 3 and data indicating passage was provided.

EPP provided evidence of candidate's own content knowledge of language arts; however, no evidence provided for instructional shifts, which is the focus of this state specific standard.

Sources of Evidence

- EDU 305: Literacy in the Content Areas Syllabus
- Candidate Portfolios
- Assessment results for ICLA

Standard 1 Instructional Shifts for Language Arts	***Unacceptable***	***Acceptable***	***Exemplary***
1.2 Performance	X		

1.2 Analysis – EPP provided evidence of candidate's own content knowledge (see 1.1 above) of language arts; however, no evidence provided for instructional shifts nor candidate performance of instructional shifts.

Areas for Improvement

- Embed Instructional Shifts for Language Arts standards within preparation program for all program areas.
- Identify a common task or performance assessment for measuring candidate knowledge and performance.

To address the concerns and areas for improvement listed here, the EPP offers this response, which demonstrates that its candidates possess the requisite knowledge and conduct the appropriate teaching performances to meet this standard:

1(a) Building Knowledge through Content-rich Nonfiction.

- **Candidates prepare students to build knowledge and academic language through a balance of content rich, complex nonfiction and literary texts.**

Jason Hunt's ninth grade students read and discussed the short story, "A Real Durwan" from *Interpreter of Maladies* by the Indian American author Jhumpra Lahiri which includes complex ideas and academic language appropriate for the grade level (Lexile score 1050). See SSR1 Appendix A for copy of the story and related discussion questions. The discussion questions asked students to read what the text says explicitly and to draw logical conclusions from the text. This unit continued with a second story from the same collection.

SSR1 Appendix B contains artifacts from a unit on the nonfiction text, *Unbroken* (Lexile 1010). Ben Schwarting began the unit with a "close reading" of photos related to the text. Vocabulary instruction calls upon students to use contextual cues from the text.

Alyssa Whitt's students looked at a variety of sources of information on the Trayvon Martin shooting, including video clips from news sources, magazine articles, opinion pieces, and political cartoons (See SSR1 Appendix C.) Students analyzed the texts in small groups and completed a chart which asked them to select a perspective and to determine the credibility of the source. Students annotate text as teacher has modeled in previous lessons. (Supervisor's notes.) Close reading of non-fiction texts lead to students writing argumentative essays.

- **Candidates understand how to evenly balance informational and literary reading in all content areas to ensure that students can independently build knowledge in all disciplines through reading and writing**

Note that in SSR1 Appendix B, Ben Schwarting incorporated shorter, supplemental materials from a variety of sources to assist students in relating the text to other disciplines, e.g. suicide by veterans, Japanese immigration, WWII code talkers.

Alyssa Whitt's use of the inquiry model of teaching involves students in "close reading" of a variety of text types: video, advertisements, art, photographs, etc.

Katrina Mendez scaffolded a reading of the Declaration of Independence with her sixth grade social studies classes. (See observation notes of 11/29/17 in SSR Appendix I.) She relates the preamble to the introduction to a paper, something familiar to students. She notes that the language is old (archaic) so the reading is more difficult, but "will break it down together." Katrina also prepared a separate, hands-on, activity to differentiate instruction for students mainstreamed into the class. This is also included in Appendix I.

Olivia Lile's U.S. History students read a selected chapter from Upton Sinclair's *The Jungle* and discussed the influence of this work on social change. (See Lile digital portfolio Domain 1, Artifact 2.)

All elementary candidates teaching in the Caldwell School District use the Common Core aligned curriculum *Journeys*. Candidates placed in second grade classrooms in the fall of 2017, Katy Robinson and Carice Elliot, taught Fables, Realistic Fiction, Humorous Fiction and three Informational texts in their first fall unit. The second unit included five informational texts, Poetry, Realistic Fiction, Fantasy Fiction and Folktales. (See Katy Robinson's pacing guide in SSR1 Appendix I.) The majority of our candidates student teach at least one semester in the Caldwell District. Middleton candidates currently use the Core curriculum, which includes an emphasis in

reading in content areas; a new curriculum will be adopted for the 2020 school year. Candidates in the Vallivue District use the AVID model across curricular areas

1(b) Reading, writing and speaking grounded in evidence from text, both literary and informational

- **Candidates facilitate student Reading/Writing/Speaking that is grounded in evidence from the text, across the curriculum.**
- **Candidates create lessons for students that require use of evidence from texts to present careful analyses, well-defended claims, and clear information.**

SSR1 Appendix D artifacts include examples from candidates' instruction that show how students are expected to cite evidence from text. Aly Whitt's students did oral presentations on protest songs. Jason Wakeman's students worked on rhetorical precis writing, and the candidate provides examples to guide students through using textual examples. He also provided a rubric for a workshop session on an essay assignment that emphasizes the need for using evidence to support. Jason Hunt modeled use of textual evidence from "A Real Durwan" in his example of the TREE model.

Elementary candidates stress the importance of using textual evidence (also part of the *Journeys* curriculum). Sixth grade teacher Samantha Barnes conducted a Socratic Seminar using an AVID model (See SSR1 Appendix H, highlighted sections, and observation notes comment.)

1(c) Regular practice with complex text and its academic language

- **Candidates understand how to build a staircase of complexity in texts students must read to be ready for the demand of college and careers.**

Note that Ben Schwarting began "close reading" with photographs (SSR1 Appendix A). This was a strategy used by Aly Whitt as well. Her students learned how to read using a SKUM model (Subject, Key Details, Understanding Connections, and Main idea/lesson theme) by beginning with a gallery walk of propaganda posters. (See SSR1 Appendix E, supervisor's notes). Aly modeled this first process first, using a cigarette ad, to demonstrate the necessary attention to detail in close reading.

Katrina Mendez used scaffolding to help sixth grade students read and understand The Declaration of Independence (SSR1 Appendix I).

- **Candidates provide opportunities for students to use digital resources strategically, and to conduct research and create and present material in oral and written form.**

Aly Whitt used the Boise High computer lab for students to find a protest song. Boise High is a "bring your own device" school; students in Jason Wakeman and Aly Whitt's classrooms frequently did research on topics on their phones. Aly's students developed a final research presentation rubric included in SSR1 Appendix F. Research was presented orally to the class (see

supervisor notes) and students were encouraged to use visuals in their presentations. Jason Hunt's eighth grade students used research to create a travel brochure. SSR1 Appendix F includes student work samples as well as the directions for the brochure and the rubric for assessing it. In Hope DeCuir's 6th grade class, students researched a Greek god online as part of the ELA unit on *Percy Jackson*. Katrina Mendez used Chromebooks extensively in her 6th grade social studies classroom as her supervisor notes of 9/22/18 indicate. (See Appendix F)

- **Candidates foster an environment in which students collaborate effectively for a variety of purposes while also building independent literacy skills.**

Aly Whitt's reflection on her lesson points out her objective of helping students do effective oral presentations. Students often worked in "table groups" and she had them practice their poems in their small groups before presenting to the whole class (See SSR1 Appendix G). Ben's students worked together for their "Lost at Sea" activity, ranking survival needs (SSR1 Appendix B). Jason Wakeman's used writers' workshops to improve academic essays. See the instructions section of 5/16 lesson in SSR1 Appendix G. In SSR1 Appendix I, note that Katrina's social studies students collaborated on their reading of the Declaration of Independence.

Observation notes of 3/1/18 for Haylee Burnham's math class note both academic language (vertices, etc.) as well as a partner based, hands-on activity in which students use manipulatives to define characteristics of triangles. The teacher also asks for student responses in complete sentences. (See SSR1 Appendix J.)

College supervisors regularly suggest collaboration strategies in follow-up conferences with candidates. Table talk, elbow partners, think/pair/share in all K-12 classrooms encourage students to work together. (Appendix J includes examples from supervisor notes.)

Going forward:

The EPP will be intentional in collecting artifacts that represent these ELA instructional shifts. The EPP will collect relevant artifacts from candidates across disciplines during their EDU 305 Content Literacy clinical placements, as well as their student-teaching placements. As part of the ELA methods course, which corresponds to their student-teaching placement, ELA candidates will submit a full unit plan(s) representing lessons in both fiction and non-fiction texts of sufficient complexity for the grade level being taught. The unit will also include a written/oral component grounded in evidence from the text(s) and include opportunities for students to collaborate. Instructor and candidates will specifically reference the instructional shifts, as well as other ELA standards, in this unit of instruction. These units will be housed in the Education Department.

Additionally, college supervisors will collect copies of relevant individual lessons, rubrics, and student work samples pertaining to the ELA instructional shifts and add evidence in the candidates' student-teaching binders; the field placement coordinator will meet with supervisors on a regular basis to brainstorm relevant artifacts and to devise a method to insure that materials are being collected during observations by lead teachers, candidates, and supervisors.

Recommended Action on Standard 1: Instructional Shifts for Language Arts

☐ Approved

☐ Conditionally Approved
- ☐ Insufficient Evidence
- ☐ Lack of Completers
- ☐ New Program

☒ Not Approved

STANDARD 2: IDAHO COMPREHENSIVE LITERACY STANDARDS

2(a) Phonics
2(b) Phonological Awareness
2(c) Fluency
2(d) Vocabulary
2(e) Comprehension
2(f) Writing
2(g) Assessment Strategies
2(h) Intervention Strategies

Standard 2 Idaho Comprehensive Literacy Standards	***Unacceptable***	***Acceptable***	***Exemplary***
2.1 Knowledge		X	

2.1 Analysis – EPP provided syllabus of EDU 304 and EDU 305 indicating course objectives for Idaho Comprehensive Literacy Standards. Assessment results indicate candidates pass the Idaho Comprehensive Literacy Assessment demonstrating candidate knowledge. Candidate work demonstrate knowledge of standards. Lead teacher interviews indicate that candidates have strong knowledge regarding Idaho Comprehensive Literacy Standards.

Sources of Evidence

- EDU 304: Development of Literacy Syllabus
- EDU 305: Literacy in the Content Areas Syllabus
- Candidate Work
- Assessment results for ICLA
- Candidate Observation
- Lead Teacher Interviews

Standard 2 Idaho Comprehensive Literacy Standards	***Unacceptable***	***Acceptable***	***Exemplary***
2.2 Performance		X	

2.2 Analysis – Candidate portfolios provide lesson plans and student examples of candidates' implementation of Idaho Comprehensive Literacy Standards including candidate identification of various literacy strategies notebook. EPP identified an additional elective course that was offered beginning in spring 2017: EDU 306 Writing Process and Assessment. Since the course is an elective, it was not included as evidence. Candidate performance on ICLA and examples within portfolios provide sufficient evidence of candidate application of Idaho Comprehensive Literacy Standards.

Sources of Evidence

- EDU 304: Development of Literacy Syllabus
- EDU 305: Literacy in the Content Areas Syllabus
- Candidate Portfolios
- Assessments and assessment results for ICLA

Recommended Action on Standard 2: Idaho Comprehensive Literacy Standards

☒ Approved

☐ Conditionally Approved

- ☐ Insufficient Evidence
- ☐ Lack of Completers
- ☐ New Program

☐ Not Approved

STANDARD 3: INSTRUCTIONAL SHIFTS FOR MATHEMATICS

3(a) Focus strongly on the math Standards for Practice.

- Candidates understand how to significantly narrow and deepen the focus on the major work of each grade so that students can gain strong foundations: solid conceptual understanding, a high degree of procedural skill and fluency, and the ability to apply the math they know to solve problems inside and outside the math classroom.

3(b) Coherence- Thinking across grades and linking to major topics within grades

- Candidates understand the progression of standards from grade to grade and can carefully connect learning across the grades.

3(c) Rigor- In major topics pursue conceptual understanding, procedural skill and fluency, and application with equal intensity.

- Candidates understand how to support conceptual understanding and promote student's ability to access and apply complex concepts and procedures from a number of perspectives across core content areas.

Standard 3 Instructional Shifts for Mathematics	***Unacceptable***	***Acceptable***	***Exemplary***
3.1 Knowledge	X		

3.1 Analysis – No evidence provided regarding math Standards for Practice (3a).

Lesson plans created by candidates identify objectives, activation of prior knowledge, and activities. No evidence provided regarding candidates understanding of the progression of mathematical concepts (3b).

Math 221 and 222, Mathematics for Elementary Teachers and EDU 542 Secondary Math Methods identifies coursework related to candidate understanding of mathematical concepts as well as how students develop mathematical concepts (3c). No evidence was provided of candidate work.

EPP indicated that this is an area of need and identified that they are and will be working on adjustments to course offerings and data collection.

Sources of Evidence

- Syllabus for Math 221 & 222 Mathematics for Elementary Teachers
- Syllabus for EDU 542 Secondary Math Methods
- Candidate created lesson plans

Standard 3 Instructional Shifts for Mathematics	*Unacceptable*	*Acceptable*	*Exemplary*
3.2 Performance	X		

3.2 Analysis – No evidence provided regarding candidate performance for instructional shifts for mathematics.

Areas for Improvement

- Embed Instructional Shifts for Mathematics standards within the preparation program for elementary and secondary.
- Identify a common task or performance assessment for measuring candidate knowledge and performance.

To address the concerns and areas for improvement listed here, the EPP offers this response, which demonstrates that its candidates possess the requisite knowledge and conduct the appropriate teaching performances to meet this standard:

3a–Practice Standards

(3.1) knowledge

- Students read the standards on the first day of class in MAT 221 Math for Elementary Teachers and discuss each one carefully. In the future, the EPP will collect an anchor artifact-- a poster each candidate creates in which they illustrate the practice standards.
- MAT 222, the second semester of Math for Elementary Teachers, begins with a review of these ideas with an update from what we have learned in MAT 221. Candidates will update the previous posters or making new posters in which they link strategies associated with the practice standards.

(3.2) performance

- In MAT 222, the candidates create a lesson plan and teach it to their peers. The plan is heavily grounded in math education research and standards (both CC and NCTM). The instructor will put more emphasis on having students directly refer to the CC practice standards their lesson involves so that we can use their lessons as evidence for this standard. Course syllabi will also be revised to link these standards.
- Evidence collected from candidates will include a lesson plan, a detailed commentary in which they justify their planning choices, and a reflection written after the teaching of the lesson. The final reflection also includes a more general discussion of their views on math teaching, utilizing all course resources. In the past this has been linked to Common Core Content Standards and NCTM standards, moving forward it will be adjusted to include the Common Core Practice Standards.

3b – Coherence

(3.1) knowledge:

- In MAT 221, candidates will more formally read the Common Core Content Standards as they cover content sequentially. They will read them both by grade (to become familiar with what's in each grade) and by standard (to see how topics evolve over the grades).

(3.2) performance:

- As mentioned above, in MAT 222, candidates create a lesson plan and teach it to their peers. This assignment will be modified to have more direct emphasis on articulating what knowledge k-8 students would have coming into this lesson and lessons that might follow this lesson. This would be directly linked to content standards and show that students can follow a topic between grades. The commentary assignment would specifically be altered to include thinking about what knowledge would come before and after the focal lesson.

3c—Rigor

(3.1) knowledge

- Conceptual understanding, procedural skills and fluency, and application are central concepts in MAT 221 and MAT 222 Math for Elementary Teachers. For example, when covering multiplication, candidates begin by thinking conceptually about types and models of multiplication (repeated addition, array models, part of a quantity). Candidates learn to connect word problems and real life situations with the different models, with a heavy focus on visual representations. They also learn to write their own word problems to match the types. After this, candidates spend time engaging in multiplication number talks, so they learn to use their conceptual knowledge of multiplication to help them become fluent in mentally computing multiplication problems. Finally, candidates discuss the standard algorithm of multiplication and how it connects conceptually to the previously learned ideas.
- Evidence collected during this process will include instructor lesson plans, candidate work done in class to describe different types of multiplication, word problems written by candidates in class, candidate thinking recorded on the board during number talks, and handouts in which candidates explain the standard algorithm. Many of the concepts are also tested on both quizzes and exams.

(3.2) performance

https://roxannaalmataya1994.weebly.com/math-lesson-plan.html

In addition to the MAT 221/ MAT 222 course, the EPP will collect artifacts as candidates teach lessons during their clinical placements, especially in EDU 305 Literacy in the Content Area and

during student-teaching. The revised student-teaching Intern Seminar course will become a prime target for candidates to refine their teaching of Math Instructional Shifts.

Recommended Action on Standard 3: Instructional Shifts for Mathematics

☐ Approved

☐ Conditionally Approved
- ☐ Insufficient Evidence
- ☐ Lack of Completers
- ☐ New Program

☒ Not Approved

STANDARD 4: INSTRUCTIONAL TECHNOLOGY AND DATA LITERACY

4(a) Fluency using Student Data Systems Evidence that candidates are able to access and analyze data to make data-driven curricular decisions

- Candidates understand how to support conceptual understanding and promote student's ability to access and apply complex concepts and procedures from a number of perspectives across core content areas.

4(b) Appropriate Integration of Educational Technology

- Candidates meet pre-service technology requirement in the *Idaho Standards for Initial Certification of Professional School Personnel*.

Standard 4 Instructional Technology and Data Literacy	***Unacceptable***	***Acceptable***	***Exemplary***
4.1 Knowledge	X		

4.1 Analysis – Candidates use a variety of technology to display their own individual work and deliver instruction. No evidence of program development for instruction in integrating technology within the classroom provided. Lead teachers report that candidates have strong knowledge regarding technology and have the ability to use technology in the classroom.

Given this report from our lead teachers, we believe we have demonstrated that our candidates effectively implement technology into their own teaching, indeed. Given the artifacts we submitted previously that show candidates using technology in their teaching, in concert with new artifacts included below, we believe we have fulfilled our obligations to this standard. EPP faculty will continue to pursue opportunities to model and practice technology integration for candidates. Where appropriate, we will document candidates' effective applications of technology as they produce lessons in clinical experiences.

In EDU 441, candidates developed and taught a lesson to their peers about integrating technology into instruction. The lesson plan and observation notes of that teaching experience are linked here.

Evidence regarding data literacy included EDU 520 syllabus and candidate portfolios. EDU 520 included content regarding different assessments and their use; however, no evidence provided for use of assessments for data driven decisions.

We have revised the EDU 520 course beginning fall 2018 to ensure this is privileged and, especially, to create anchor artifacts that demonstrate candidates' use of assessment to inform instruction, including technology-driven assessment instruments. We firmly maintain that, as an organic and regular requirement of their experience as full-time teachers during their intern year, our candidates practice this regularly. However, we recognize that we have done a poor job at representing this ability. Thus, during candidates' student-teaching placements, we will more intentionally collect evidence of candidates' ability to analyze data and modify instruction

accordingly. As the EDU 520 syllabus notes, these lessons exist already, but we have done a poor job of documenting candidates' performance.

Sources of Evidence

- Digital Portfolios
- Digital Images
- Candidate Observation
- EDU 520 Assessment for Learning Syllabus
- Lead Teacher Interviews

Standard 4 Instructional Technology and Data Literacy	***Unacceptable***	***Acceptable***	***Exemplary***
4.2 Performance	X		

4.2 Analysis – Candidate observation included usage of Smartboard to display reading curriculum and navigate through the activities of the reading lesson. A few candidate portfolios showed a section regarding their action research that included a review of student assessment data for designing instruction. As indicated in 4.1, candidates are able to use technology for their own work and delivery of instruction; however, there was no evidence of embedded technology for student learning.

Again, as "digital natives," our candidates often use technology in their own learning and engage it in their own teaching, as resources available to them in their teaching sites allow. For example, Katrina Mendez taught a lesson on the American Revolution by intergrating QR codes with her 6th grade students. Because she could not cover all of the content she wanted to, and to allow for student interest, she used the QR codes as a strategy to engage students and help them collaborate (See link to Danielson portfolio, standard 1d). Megan Luchs created an assignment in which her 8th grade social studies students were to create a "fakebook" (i.e. "fake facebook") profile of the first three presidents. As she notes in her reflection on this lesson, however, while she initially designed the lesson as on online assignment, technical difficulties during her actual teaching day caused her to shift to a "back up" plan in which students created paper-based fakebook profiles. See her link to this assignment on her online Danielson portfolio, standard 3e.

In the future we will require candidates to submit artifacts of students' engagement with technology as an anchor artifact during their intern seminar.

Sources of Evidence

- Digital Candidate Portfolios
- Digital Images
- Candidate Observation

Areas for Improvement

- Identify a common task or performance assessment for using student assessment data to make data driven decisions.
- Embed the use of technology for student learning within program

Recommended Action on Standard 4: Instructional Technology and Data Literacy

☐ Approved

☐ Conditionally Approved

- ☐ Insufficient Evidence
- ☐ Lack of Completers
- ☐ New Program

☒ Not Approved

STANDARD 5: CLINICAL PRACTICE AND PERFORMANCE ASSESSMENTS

5(a) Robust Clinical Practice and Internships

- The educator preparation program implements the Idaho Standards for Model Preservice Clinical Teaching Experience as written and approved by ICEP.

5(b) Accurate and Informative Performance Assessments

- Candidates receive accurate performance evaluations which include formative and summative assessments. A proficient score on a summative evaluation using the Danielson Framework is required in order to recommend a candidate for certification.

Standard 5	***Unacceptable***	***Acceptable***	***Exemplary***
Clinical Practice and Performance Assessments		X	

5.1 Analysis – Intern Handbook identifies prerequisites for placement into student teaching that align with the Idaho Standards for Model Preservice Clinical Teaching Experience. According to the Intern Handbook, at least five observations by clinical faculty and three observations by lead teacher, a summative assessment based on the Danielson Framework, and an Individualized Professional Learning Plan (IPLP) are required. In contrast, the EPP narrative within the online portal states, "Interns are observed a minimum of ten times during a semester". Clinical faculty, administrators and lead teachers indicate student teachers are observed frequently, at least once a month, and for some candidates, more frequently.

The Intern Handbook did not provide specific criteria for the mentor teacher, but states that the mentors should be "carefully chosen classroom teachers". The building administrator is identified as the individual that is required to determine placement with "skilled lead teachers who can work effectively with interns". EPP provided additional document identifying lead teachers for the 2017-2018 school year who met the following criteria: minimum five years teaching, certified in the content area, and recommended by administrator. This criteria meets part of the requirements for mentor teacher selection; however, the criteria was not identified within the Intern Handbook.

EPP reports that two of their clinical supervisors have completed the Danielson training and that "there is no formal process for training clinical supervisors at this time." EPP reports that they "often collaborate in the evaluation of interns" and will investigate options for Danielson training for clinical supervisors in the future.

EPP provided template for Education Department Partnership Agreement with school districts that include duties and responsibilities; however, no evidence of completed agreement was provided.

Sources of Evidence

- Intern Handbook

- Administrator Interviews
- Lead Teacher Interviews
- Clinical Faculty Interview
- EPP Provided Summary of Clinical Training
- Sample Articulation Agreement

Areas for Improvement

- Create process for initial and ongoing training of clinical supervisors in the Danielson Framework
- Identify and correct inconsistencies in documentation and implementation of internship
- Fully incorporate Idaho Standards for Model Preservice Clinical Teaching Experience standards

Recommended Action on Standard 5: Clinical Practice and Performance Assessments

☒ Approved

☐ Conditionally Approved
- ☐ Insufficient Evidence
- ☐ Lack of Completers
- ☐ New Program

☐ Not Approved

STANDARD 6: IDAPA RULE CERTIFICATION REQUIREMENTS

6(a) Random selection of candidates' institutional recommendations provides verification of Idaho state certification requirements per IDAPA Rule.

- Random selection of institutional recommendations for initial certification, including alternative authorizations
  - The institution must have a State Board approved program in order to issue the candidate an institutional recommendation for initial certification.
- Random selection of institutional recommendations for adding endorsements, including alternative authorizations
  - If a candidate is currently certified in Idaho and wishes to add an endorsement in a new content area, the institution is able to work with the candidate to develop a plan to include: content, pedagogy, and performance.
  - The institution may issue the candidate an institutional recommendation once the content, pedagogy, and performance have been demonstrated by the candidate regardless of whether the institution has a State Board approved program in the new content area. This applies to adding endorsements only.

Standard 6	*Unacceptable*	*Acceptable*	*Exemplary*
Candidates meet IDAPA Rule Certification Requirements		X	

Standard 6 Analysis – Analyzing a random selection of candidate institutional recommendations, including recommendations for alternative authorizations, transcripts, student teaching placements, and Praxis II scores provide evidence that recent completers meet IDAPA Rule certification requirements. There is some question of whether Elementary completers prior to the past two years met the credit requirements for the single subject area endorsements. It seems that the administrative assistant for the education department performs transcript audits. The current administrative assistant understands the credit requirements for these endorsements, thus this requirement is being met. However, in a few cases of past completers, there were few or no credits found for the additional endorsement area.

Sources of Evidence

- Institutional recommendations
- Transcripts
- Student teaching placement documentation
- Praxis II score reporting
- Interview with staff

Areas for Improvement

- Recommend that transcript audits be conducted at a higher staff level than administrative assistant to ensure that requirements are understood and met.
- It was found that the college provides methods courses in each area of endorsement for which completers are being recommended for certification. However, the evidence was sometimes difficult to locate. Sometimes the education department offered the courses and sometimes the content department offered them. It would be helpful if this was either consistent across content areas, or if a crosswalk was provided to show the department and the name of the courses.

Recommended Action on Standard 6: IDAPA Rule Certification Requirements

☒ Approved

☐ Conditionally Approved

- ☐ Insufficient Evidence
- ☐ Lack of Completers
- ☐ New Program

☐ Not Approved

IDAHO STANDARDS FOR BILINGUAL EDUCATION AND ENL (ENGLISH AS A NEW LANGUAGE) TEACHERS

Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.

Knowledge

1(a) The teacher understands the evolution, research, and current federal and state legal mandates of bilingual and ENL education.

1(b) The teacher understands and knows how to identify differences and the implications for implementation in bilingual and ENL approaches and models.

1(c) The teacher understands and is able to distinguish between forms, functions, and contextual usage of social and academic language.

1(d) (Bilingual only) The teacher possesses language proficiency at the advanced level as defined in the ACTFL Proficiency Guidelines in listening, speaking, reading and writing in English and the second target language necessary to facilitate learning in the content area(s) (Federal Requirement).

1(e) (ENL only) The teacher possesses the language proficiency at the advanced level as defined in the ACTFL Proficiency Guidelines in listening, speaking, reading, and writing, in English necessary to facilitate learning of academic language in the content area(s) (Federal Requirement).

1(f) (Bilingual only) The teacher understands the articulatory system, various registers, dialects, linguistic structures, vocabulary, and idioms of both English and the second target language.

1(g) (ENL only) The teacher understands the articulatory system, various registers, dialects, linguistic structures, vocabulary, and idioms of the English language.

Standard 1 Knowledge of Subject Matter	*Unacceptable*	*Acceptable*	*Exemplary*
1.1 Knowledge		X	

1.1 Analysis – Evidence reviewed indicated that candidates are afforded the opportunity to gain subject matter knowledge necessary for teaching Bilingual Education and ENL.

Sources of Evidence

- Interview with Instructor
- Required coursework syllabi,
- PRAXIS score results

Performance

1(h) (Bilingual only) The teacher is articulate in key linguistic structures and exposes students to the various registers, dialects, and idioms of English and the second target language.

1(i) (ENL only) The teacher is articulate in key linguistic structures and exposes students to the various registers, dialects, and idioms of the English language.

1(j) The teacher uses knowledge of language and content standards and language acquisition theory content areas to establish goals, design curricula and instruction, and facilitate student learning in a manner that builds on students' linguistic and cultural diversity.

1(k) The teacher demonstrates instructional strategies that an understanding of the variety of purposes that languages serve, distinguish between forms, functions, and contextual usage of social and academic language.

1(l) The teacher designs and implements activities that promote inter-cultural exploration, engaged observation, listening, speaking, reading, and writing.

Standard 1 Knowledge of Subject Matter	*Unacceptable*	*Acceptable*	*Exemplary*
1.2 Performance		X	

1.2 Analysis – Through provided evidence, reviewer found competencies in registers, dialects, and idioms for both bilingual and ENL candidates. Language acquisition theory was evidenced in candidate language acquisition notebooks. Indicator (k) was evidenced through an interview with an instructor interview. A lesson plan provided the design to meet the four domains of student learning. The three cycles of data were missing to reach an exemplary rating.

Sources of Evidence

- Candidates' Language Acquisition Notebooks
- Interview with Instructor
- Candidate reflection paper
- Lesson Plan

Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.

Knowledge

2(a) The teacher understands the processes of language acquisition and development, and the role that culture plays in students' educational experiences.

2(b) The teacher understands the advantages of bilingualism, bi-literacy, and multiculturalism.

Standard 2 Knowledge of Human Development and Learning	*Unacceptable*	*Acceptable*	*Exemplary*
2.1 Knowledge		X	

2.1 Analysis – Evidence provided from course syllabi show evidence of language acquisition and culture along with advantages of multiculturalism for indicators (a) and (b).

Sources of Evidence

- Required course syllabi
- Required course assignments
- PRAXIS scores

Performance

2(c) The teacher plans and delivers instruction using knowledge of the role of language and culture in intellectual, social, and personal development.

2(d) The teacher integrates language and content instruction appropriate to the students' stages of language acquisition.

2(e) The teacher facilitates students' use of their primary language as a resource to promote academic learning and further development of the second language.

2(f) The teacher uses effective strategies and approaches that promote bilingualism, biliteracy, and multiculturalism.

Standard 2 Knowledge of Human Development and Learning	*Unacceptable*	*Acceptable*	*Exemplary*
2.2 Performance		X	

2.2 Analysis – Evidence of planning and delivering instruction in (c) was observed from pictures of student work found in a candidate's lesson plan. Reviewer found evidence for (d) in students' journals and through a candidate's lesson plan. Indicators (e) and (f) were also evidenced in a lesson plan.

Sources of Evidence

- Students' Language Acquisition Journals included in candidate's portfolio
- Lesson Plans
- Observations and interviews

Standard 3: Modifying Instruction for Individual Needs- The teacher understands how students differ in their approaches to learning and creates instructional opportunities that are adapted to learners with diverse needs.

Knowledge

3(a) The teacher understands the nuances of culture in structuring academic experiences.
3(b) The teacher understands how a student's first language may influence second language production (ex: accent, code-switching, inflectional endings).
3(c) The teacher understands there is a distinction between learning disabilities/giftedness and second language development.
3(d) The teacher understands how and when to provide appropriate accommodations that allow students to access academic content.

Standard 3 Modifying Instruction for Individual Needs	*Unacceptable*	*Acceptable*	*Exemplary*
3.1 Knowledge		X	

3.1 Analysis – Indicator (a) was evidenced through a course syllabus and an interview. The candidate reflection provided evidence for (b) of code switching. The course syllabus for the Exceptional Child provided evidence for indicator (c). From an interview with an instructor, evidence of scaffolding and accommodational knowledge for learning was gathered which shows accommodations being provided to meet student needs. Further evidence was provided by a Teaching Exceptional Children syllabus. Three cycles of evidence were not present.

Sources of Evidence

- Required course syllabi
- Interview with instructor
- Candidate Reflections

Performance

3(e) The teacher promotes respect for diverse cultures by facilitating open discussion, treating all students equitably, and addressing individual student needs.
3(f) The teacher utilizes strategies that advance accuracy in students' language production and socio-culturally appropriate usage with an understanding of how these are influenced by the first language.
3(g) The teacher collaborates with other area specialists to distinguishes between issues of learning disabilities/giftedness and second language development.
3(h) The teacher provides appropriate accommodations that allow students to access academic content.

Standard 3 Modifying Instruction for Individual Needs	*Unacceptable*	*Acceptable*	*Exemplary*
3.2 Performance	X		

3.2 Analysis – Interview with a classroom teacher showed evidence of cultural respect, open discussion, and addressing language needs of students, which showed proficiency of (e). The teacher used visuals to help students understand comparison/contrast to other cultures and provided sentence starters for students to practice speaking. Missing were evidence pieces for (f) and (g).

Sources of Evidence

- Interview with classroom teacher

Standard 4: Multiple Instructional Strategies- The teacher understands and uses a variety of instructional strategies to develop students' critical thinking, problem solving, and performance skills.

Knowledge

4(a) The teacher knows how to adapt lessons, textbooks, and other instructional materials, to be culturally and linguistically appropriate to facilitate linguistic and academic growth of language learners.

4(b) The teacher has a repertoire of effective strategies that promote students' critical thinking and problem solving at all stages of language development

Standard 4 Multiple Instructional Strategies	*Unacceptable*	*Acceptable*	*Exemplary*
4.1 Knowledge	X		

4.1 Analysis – Reviewer found course syllabus and candidate literature portfolios providing evidence for (a), but missing was evidence for all stages of language development of indicator (b).

Sources of Evidence

- Required coursework syllabi
- Candidates' portfolios/literary books

Performance

4(c) The teacher selects, adapts, creates and uses varied culturally and linguistically appropriate resources related to content areas and second language development.

4(d) The teacher employs a repertoire of effective strategies that promote students' critical thinking and problem solving at all stages of language development.

Standard 4 Multiple Instructional Strategies	*Unacceptable*	*Acceptable*	*Exemplary*
4.2 Performance	X		

4.2 Analysis – Two lesson plans and literature scrapbooks provided evidence for indicator (a), but missing was evidence showing critical thinking and problem solving.

Sources of Evidence

- Teachers' literature scrapbooks
- Lesson plan
- Falk & Robinson Lesson Plan

Standard 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.

Knowledge

5(a) The teacher understands the influence of culture on student motivation and classroom management.

Standard 5 Classroom Motivation and Management Skills	*Unacceptable*	*Acceptable*	*Exemplary*
5.1 Knowledge		X	

5.1 Analysis – Reviewer found evidence of instruction of cultural awareness provided from an interview with an instructor and through a course syllabus. During a classroom visit, reviewer was provided evidence of classroom management for all children of different cultures.

Sources of Evidence

- Interview with instructor
- ED 430: Teaching in a Diverse Society Syllabus
- Classroom observation

Performance

5(b) The teacher demonstrates a culturally responsive approach to classroom management.

Standard 5 Classroom Motivation and Management Skills	*Unacceptable*	*Acceptable*	*Exemplary*
5.2 Performance	X		

5.2 Analysis – A classroom observation provided minimal evidence of how the teacher treated all children happily, respectfully, and equitably. She seated two students responsibly for cultural awareness. However, reviewer was unable to find any additional evidence from evidences provided.

Sources of Evidence

- Classroom observation

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster inquiry, collaboration, and supportive interaction in and beyond the classroom.

Knowledge

6(a) The teacher understands that language is a system that uses listening, speaking, reading, and writing for social and academic purposes.
6(b) The teacher understands how to design active and interactive activities that promote proficiency in the four domains of language.
6(c) The teacher understands the extent of time and effort required for language acquisition.

Standard 6 Communication Skills	*Unacceptable*	*Acceptable*	*Exemplary*
6.1 Knowledge		X	

6.1 Analysis – Evidence was provided which showed acceptability in meeting the four domains, and activities which provide and promote proficiency as indicated in (a) and (b). An interview with a linguistics instructor provided evidence for indicator (c).

Sources of Evidence

- ED 503 Second Language Acquisition Theory
- Candidate Reflection
- Linguistics instructor interview

Performance

6(d) The teacher demonstrates competence in facilitating students' acquisition and use of language in listening, speaking, reading, and writing for social and academic purposes.
6(e) The teacher uses active and interactive activities that promote proficiency in the four domains of language.

6(f) The teacher communicates to students, their families, and stakeholders the extent of time and effort required for language acquisition

Standard 6 Communication Skills	*Unacceptable*	*Acceptable*	*Exemplary*
6.2 Performance		X	

6.2 Analysis – The candidate reflection and instructor interview provided evidence for teaching the four domains and activities which help promote proficiency of (a) and (e). During the classroom visit, evidence of parental participation in the students' learning and school-wide cultural art show was observed.

Sources of Evidence

- Candidate reflection
- Instructor interview
- Classroom visit

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, and curriculum goals.

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.

Standard 7 Instructional Planning Skills	*Unacceptable*	*Acceptable*	*Exemplary*
7.1 Knowledge		X	

7.1 Analysis – Evidence indicated that teacher candidates understand how to incorporate students' diverse cultural backgrounds and language proficiency levels into instructional planning that aligns with the English-Language Development Standards.

Sources of Evidence

- Required coursework syllabi
- Faculty interviews
- Required coursework assignment guidelines

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 Standard.

Standard 7 Instructional Planning Skills	*Unacceptable*	*Acceptable*	*Exemplary*
7.2 Performance	X		

7.2 Analysis – Reviewer was able to find evidence to support creation of lessons which include second language practice, but missing was the inclusion of cultural backgrounds.

Sources of Evidence

- Candidate reflections
- Candidate lesson plans

Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine program effectiveness.

Knowledge

8(a) The teacher understands variations in assessment of student progress that may be related to cultural and linguistic differences.
8(b) (Bilingual only) The teacher understands how to measure students' level of English language proficiency and second target language proficiency.
8(c) (ENL only) The teacher understands how to measure the level of English language proficiency.
8(d) The teacher understands the relationship and difference between levels of language proficiency and students' academic achievement.
8(e) The teacher is familiar with the state English language proficiency assessment.
8(f) The teacher knows how to interpret data and explain the results of standardized assessments to students with limited English proficiency, the students' families, and to colleagues.
8(g) The teacher understands appropriate accommodations for language learners being tested in the content areas.
8(h) The teacher understands how to use data to make informed decisions about program effectiveness.

Standard 8 Assessment of Student Learning	*Unacceptable*	*Acceptable*	*Exemplary*
8.1 Knowledge	X		

8.1 Analysis – Evidence from a candidate's PowerPoint provided evidence for assessment indicators (a), (b), (c) and (f). No evidence was provided for indicators (d), (e), and (g).

Sources of Evidence

- Candidate PowerPoint

Performance

8(i) The teacher selects and administers assessments suited to the students' culture, literacy and communication skills.

8(j) The teacher uses a combination of observation and other assessments to make decisions about appropriate program services for language learners.

8(k) The teacher uses a combination of assessments that measure language proficiency and content knowledge respectively to determine how level of language proficiency may affect the demonstration of academic performance.

8(l) The teacher uses appropriate accommodations for language learners being tested in the content areas.

8(m) The teacher uses data to make informed decisions about program effectiveness.

Standard 8 Assessment of Student Learning	*Unacceptable*	*Acceptable*	*Exemplary*	
8.2 Performance		X		

8.2 Analysis – The reviewer found a lesson plan which provided evidence of assessment selection material suited to students' abilities in indicators (i) and (l). Theses provided evidence for indicators (j) and (k). Indicator (m) was met with a candidate's PowerPoint presentation as it showed pre- and post-test data along with a reflection.

Sources of Evidence

- Candidate lesson plan
- Candidate PowerPoint
- Candidate Thesis'

Standard 9: Professional Commitment and Responsibility- The teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of teaching.

Knowledge

9(a) The teacher understands the necessity of maintaining an advanced level of proficiency, according to the ACTFL guidelines, in the language(s) used for instruction.

Standard 9 Professional Commitment and Responsibility	*Unacceptable*	*Acceptable*	*Exemplary*	
9.1 Knowledge	X			

9.1 Analysis – Minimal evidence was provided to indicate that the teacher candidate was able to understand the necessity of maintaining an advanced level of proficiency.

Sources of Evidence

- Candidate portfolio

Performance

9(b) The teacher maintains an advanced level of proficiency, according to the ACTFL guidelines, in the language(s) used for instruction. The teacher uses data to make informed decisions about program effectiveness.

Standard 9 Professional Commitment and Responsibility	*Unacceptable*	*Acceptable*	*Exemplary*
9.2 Performance	X		

9.2 Analysis – One candidate provided minimal evidence that the teacher candidates are able to maintain an advanced level of proficiency.

Sources of Evidence

- Candidate portfolio

Standard 10: Partnerships- The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being

Knowledge

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 and collaboration to promote opportunities for language learners

Standard 10 Partnerships	*Unacceptable*	*Acceptable*	*Exemplary*
10.1 Knowledge		X	

10.1 Analysis – The theses provided evidence of ways for families to participate in and influence reading and writing ability of children.

Sources of Evidence

- Thesis works
- Syllabi
- Instructor Interview

Performance

10(c) The teacher creates family and community partnerships that promote students' linguistic, academic, and social development.

10(d) The teacher collaborates with colleagues to promote opportunities for language learners.

10(e) The teacher assists other educators and students in promoting cultural respect and validation of students' and families' diverse backgrounds and experiences

Standard 10 Partnerships	*Unacceptable*	*Acceptable*	*Exemplary*
10.2 Performance		X	

10.2 Analysis – One candidate provided an invitation for a family fun night, a thesis involved the teacher and parents, and one candidate's thesis involved multiple teachers and parents of pre-kindergartners.

Sources of Evidence

- Candidate portfolio
- Thesis works
- Completer observation

Summary

Type of Standard	Total Number of Standards	Unacceptable	Acceptable	Exemplary
Knowledge	10	3	7	
Performance	10	5	5	

Areas for Improvement

- Provide evidence as outlined in the standards they are lacking

Recommended Action on Bilingual Education and English as a New Language

☐ Approved

X Conditionally Approved

X Insufficient Evidence

X Lack of Completers

☐ New Program

☐ Not Approved

IDAHO STANDARDS FOR ELEMENTARY EDUCATION TEACHERS

Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.

Knowledge

1(a) The teacher understands concepts of language arts and child development in order to teach reading, writing, speaking, viewing, listening, and thinking skills and to help students successfully apply their developing skills to many different situations, materials, and ideas.

1(b) The teacher understands the importance of providing a purpose and context to use the communication skills taught across the curriculum.

1(c) The teacher understands how children learn language, the basic sound structure of language, semantics and syntactics, diagnostic tools, and test data to improve student reading ability.

1(d) The teacher understands the fundamental concepts and the need to integrate STEM disciplines including physical, life, and earth and space Sciences, Technology, Engineering, and Mathematics as well as the applications of STEM disciplines to technology, personal and social perspectives, history, unifying concepts, and inquiry processes used in the discovery of new knowledge.

1(e) The teacher understands major concepts, procedures, and reasoning processes of mathematics that define number systems and number sense, computation, geometry, measurement, statistics and probability, and algebra in order to foster student understanding and use of patterns, quantities, and spatial relationships that represent phenomena, solve problems, and manage data. The teacher understands the relationship between inquiry and the development of mathematical thinking and reasoning.

1(f) 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.

1(g) The teacher understands the content, functions, aesthetics, and achievements of the arts, such as dance, music, theater, and visual arts as avenues for communication, inquiry, and insight.

1(h) 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.

1(i) The teacher understands human movement and physical activities as central elements for active, healthy lifestyles and enhanced quality of life.

1(j) The teacher understands connections across curricula and within a discipline among concepts, procedures, and applications. Further, the teacher understands its use in motivating students, building understanding, and encouraging application of knowledge, skills, and ideas to real life issues and future career applications.

1(k) The teacher understands the individual and interpersonal values of respect, caring, integrity, and responsibility that enable students to effectively and appropriately communicate and interact with peers and adults.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.1 Knowledge	X		

1.1 Analysis – The course requirements for the PEAK program at the EPP allow candidates to acquire a broad base of subject matter knowledge. Through EPP provided evidence, the reviewer was able to determine that candidate knowledge was sufficient for indicators 1(a), (b), (c), (e), (j) and (k). However, little or no evidence was found to indicate that candidates were afforded the opportunity to attain the knowledge base necessary for 1(d), (f), (g), (h), or (i). Due to the fact that methods courses are not offered in either PE nor Health, both indicators (h) and (j) become difficult to find evidence for. The reviewer did not find evidence in other syllabi that these indicator needs were being picked up in any other required class. In addition, EPP faculty interviews indicated that due to the phasing-out of these programs, the instructors were not available for courses. Although methods "boot camp" for science is offered, the syllabi did not indicate that requirements for 1(d) were being met. In addition, Social Studies Methods syllabi did not indicate the requirements for 1(f) were being met either. Art Methods syllabi indicate that the visual art portion of 1(g) is being covered; however, there was no mention of dance, music, or theater content being covered nor was there any indication that visual arts were being used as avenues for communication, inquiry, and insight.

Sources of Evidence

- Syllabi for all required courses listed on Schedule of Courses for Teacher Certification Interdisciplinary Studies for Elementary Precertification Major
- Course descriptions linked to College of Idaho course catalog for same courses
- Interviews with candidates, completers, EPP Faculty, and Candidate Supervisors
- Elementary Education Candidate Pre-Intern Portfolios (paper)
- Elementary Education Candidate Intern (digital)
- Required PRAXIS scores for Elementary Candidates

Performance

1(l) The teacher models the appropriate and accurate use of language arts.

1(m) The teacher demonstrates competence in language arts, reading, STEM disciplines, social studies, the arts, health education, and physical education. Through inquiry the teacher facilitates thinking and reasoning.

1(n) The teacher provides a purpose and context to use the communication skills taught. The teacher integrates these communication skills across the curriculum.

1(o) The teacher conceptualizes, develops, and implements a balanced curriculum that includes language arts, reading, STEM disciplines, social studies, the arts, health education, and physical education.

1(p) Using his/her integrated knowledge of the curricula, the teacher motivates students, builds understanding, and encourages application of knowledge, skills, and ideas to real life issues, democratic citizenship, and future career applications.

1(q) The teacher models respect, integrity, caring, and responsibility in order to promote and nurture a school environment that fosters these qualities.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.2 Performance		X	

1.2 Analysis – Candidate and Completer interviews, Candidate observations, as well as lesson plans and portfolios provide evidence that indicators 1(l), (m), (n), (o), and (q) are being met. Evidences of STEM disciplines, arts (except visual), PE, and Health education were extremely limited; however, the EPP, interviews, and observations provided little or no evidence that 1(p) performances were happening. The reviewer saw limited evidence relating curricula to real life issues, democratic citizenship, and future career applications.

Sources of Evidence

- Candidate and Completer Interviews
- Candidate and Completer Portfolios
- Candidate observation
- Candidate and Completer Evaluations from personnel files
- Assignments from Ed 442

EPP's response:

1(d) The teacher understands the fundamental concepts and the need to integrate STEM disciplines including physical, life, and earth and space Sciences, Technology, Engineering, and Mathematics as well as the applications of STEM disciplines to technology, personal and social perspectives, history, unifying concepts, and inquiry processes used in the discovery of new knowledge.

In response to reviewers' concerns, the EPP acknowledges that the Science Methods Boot Camp Syllabus (see Elementary Artifact 10) did not indicate that requirements for 1(d) were being met. Future syllabi will include where requirements for 1(d) are met within the course.

The Science Methods course EDU 534, taken by all elementary candidates during their 5th year internship, offers depth of knowledge and opportunity to engage in hands on with the integration of STEM through a means of inquiry processes and classroom application. Teacher Candidates first complete a text review of Charles Pearce's Nurturing Inquiry – which is an exploration of teaching science through the inquiry process. Teacher Candidates then plan and prepare a unit

based on the Common Core State Science standards. These units are taught and shared among teaching peers, utilizing those inquiry-based teaching methods as well as experience and place based learning. In addition to planning and teaching the lessons, teacher candidates form connections with local community resources to support and facilitate learning within STEM disciplines, but leading a science based field trip connected to the unit they planned. The multi-faceted course includes recurring partnerships with local schools – (Vallivue middle school; Washington Elementary; and Ontario Stem Program). Teacher Candidates' participation in local STEM Day activities solidify those methods that are taught within the course, as teacher candidates teach lessons within K-8 settings. Hailey Bull's 7th grade Sheep Eyeball dissection lab (Elem Artifact 1) is one such example. The Ontario Chemistry Day at the College of Idaho is another Performance Example, in which Irma Cuevas created a lesson on acids and bases (see Elem Artifact 2). In each of these settings, teacher candidates plan lessons and teach those lessons during STEM Days. Elem Artifacts 3 through 9 provide further examples of lessons planned during the Science bootcamp.

Additionally, science units are shared among members of the class – offering teacher candidates a collection of inquiry driven, placed-based, and standards based science units for grades K-8. Units include, but are not limited to areas of focus in physical, life, and earth and space and Sciences, Technology, Engineering, and Mathematics as well as the applications of each.

1(e). The teacher understands major concepts, procedures, and reasoning processes of mathematics that define number systems and number sense, computation, geometry, measurement, statistics and probability, and algebra in order to foster student understanding and use of patterns, quantities, and spatial relationships that represent phenomena, solve problems, and manage data. The teacher understands the relationship between inquiry and the development of mathematical thinking and reasoning.

MAT 221/222 Mathematics for Elementary Educators proposes the introduction of series of lesson plans that offer teacher candidates opportunity to think conceptually about types and models of multiplication (repeated addition, array models, part of a quantity). MAT 221 primarily focuses on allowing teacher candidates opportunity to engage as learners about major concepts, procedures, and reasoning processes of mathematics that define number systems and number sense, computation, geometry, measurement, statistics and probability, and algebra in order to foster student understanding and use of patterns, quantities, and spatial relationships that represent phenomena, solve problems, and manage data. In the future, the specific alignment between the course and this standard will be made clearer. Also, the EPP will work with course instructors to more intentionally collect artifacts as they are produced. Thus, teacher candidates will learn to connect word problems and real life situations with the different models with a heavy focus on visual representations. They will also learn to write their own word problems to match the types, they will spend time engaging in multiplication number talks, in order to fully understand conceptual knowledge of multiplication to help them become fluent in mentally computing multiplication problems. Teacher candidates will also discuss the standard algorithm of multiplication and how it connects conceptually to the previously learned ideas. Teacher candidate generated lesson plans will show that students understand the importance of conceptual understanding, fluency, and applications.

Evidence collected during this process would include instructor lesson plans, student work done in class to describe different types of multiplication, word problems written by students in class, student thinking recorded on the board during number talks, and handouts in which students explain the standard algorithm. Many of the concepts are also tested on both quizzes and exams.

MAT 222, the second math class in the two-part mathematics sequence for Elementary teacher candidates, offers teacher candidates the opportunity to create a lesson plan and then teach it to their peers. The plan is heavily grounded in math education research and standards (both CC and NCTM). In the future, more emphasis will be placed upon having students directly refer to the CC practice standards their lesson involves so that we can use their lessons as evidence for this standard.

In the future, artifact evidence collected from students will include a lesson plan, a detailed commentary in which they justify their planning choices, and a reflection written after the teaching of the lesson. The final reflection also includes a more general discussion of their views on math teaching, utilizing all course resources. In the past this has been linked to Common Core Content Standards and NCTM standards, moving forward it will be adjusted to include the Common Core Practice Standards.

The EPP's response to State Specific Requirement 3, Instructional Shifts for Mathematics, provides additional examples.

1(f). 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.

In response to reviewers' concerns, the EPP acknowledges that the Social Studies Methods Syllabus did not indicate that the requirements for 1(f) were being met. Future syllabi for this course will include where requirements for 1(f) are met.

The Social Studies Methods Course for Elementary Teachers EDU 533 is a two credit course that all elementary candidates take during their 5th year internship. Within the context of this methods course, candidates consider major concepts and modes of inquiry for social studies through the teaching of elementary language arts. Integration of these subjects provides the means to meet student interests and to reflect our diverse society and offers candidates opportunity to plan lessons that promote thinking and learning to make informed decisions as global citizens of a culturally diverse, democratic society and interdependent world.

Also, In the PEAK program, all elementary candidates take a U.S. History (HIS 200) survey course and an American Government (POE 100) class in addition to the required Civilization requirement. Candidates find ways to integrate the content of social studies given the limited time scheduled for these areas in the elementary curricula. This portfolio artifact from candidate Celeste Mays shows the inclusion of cultural studies in first grade, integrating "Dancing, Food, and Social Studies". Fourth grade students integrated ELA and Idaho history for these travel brochures in Breanna Parker's classroom (see her 2nd artifact from Danielson 1d).

Art Methods syllabi indicate that the visual art portion of 1(g) is being covered; however, there was no mention of dance, music, or theater content being covered nor was there any indication that visual arts were being used as avenues for communication, inquiry, and insight.

1(g). The teacher understands the content, functions, aesthetics, and achievements of the arts, such as dance, music, theater, and visual arts as avenues for communication, inquiry, and insight.

In response to reviewers' concerns, the EPP acknowledges that dance, music, and theater are not included in the current curriculum as avenues for communication, inquiry and insight and will consider how to make these present in the methods course moving forward.Within the context of EDU 530, Art Methods for Elementary Teachers, all elementary candidates complete a one credit course offered in spring of their 5th year internship. This course merges visual arts with other subjects and emphasizes the study of art as a necessary component for a complete education by providing an integrated approach to the teaching of art by making connections to other subject areas. Candidates plan appropriate and stimulating, integrated art lessons and share those lessons with teaching peers.

However, while these are not explicitly taught in methods classes, candidates have integrated artistic expression, music and movement, etc. into their teaching. For example, Rachel Durrant uses music to enhance her elementary students' behavior self-regulation, and uses movement to enhance students' cognitive performance (portfolio link). Haylee Burnham employed GLAD learning strategies in her elementary classroom. GLAD engages visual cues, sound, written text, and even some movement to enhance students' literacy practices. (portfolio artifacts, domain 3).

1(h). 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.

The EPP recognizes that this standard is not addressed solely within a single course in the current program scope and sequence, but believes an attention to students' wellness grounds the program philosophically and transcends multiple courses. The PEAK liberal arts curriculum, and the program's design within PEAK, introduces candidates to a variety of academic disciplines from which to draw to understand multiple dimensions of students' wellness. For example, PSY 221 Educational Psychology and EDU 442 Teaching Exceptional Children challenge students to consider different aspects of students' social, emotional, and intellectual well-being. In EDU 430 Teaching in a Diverse Society candidates discuss trauma-focused teaching and how to provide a community of support for struggling students. Further, EDU 430 centers foregrounds sociocultural contexts of race, social class, gender and sexuality, and language and how those impact students' well-being in classrooms. The final project for the class requires candidates to create an intervention into a real school issue focused on one or more of these contexts. In Elem Artifact 11, for example, candidates created a unit around cultural stereotypes, including a set of activities to engage with younger students. In Artifact 12, candidates similarly created a lesson centered in helping students understand each others' identities and how to promote an environment of care and safety.

To further enhance this standard, a specific workshop will be added within the context of EDU 441: Curriculum and Instruction focusing on comprehensive nature of students' physical, intellectual, social, and emotional well-being through the lens of Howard Gardner's work to promote planning that takes this into account.

Brittany Beame's portfolio includes the Tribes agreements, a model widely used in local districts.

Irma Cueva's portfolio provides an artifact (1b) in which she constructs a behavior intervention for her student who was exhibiting difficult classroom behaviors.

Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development

Knowledge

2(a) The teacher understands that young children's and early adolescents' literacy and language development influence learning and instructional decisions.

2(b) The teacher understands the cognitive processes of attention, memory, sensory processing, and reasoning, and recognizes the role of inquiry and exploration in developing these abilities.

Standard 2 Knowledge of Human Development and Learning	***Unacceptable***	***Acceptable***	***Exemplary***
2.1 Knowledge	X		

2.1 Analysis - The EPP provided evidence that teacher candidates are able to gain knowledge necessary to meet indicator 2(a). However, little or no evidence was provided by EPP that teacher candidates are able to meet indicator 2 (b). The reviewer could find no course syllabi that mentioned attention, memory, sensory processing and reasoning, nor recognizing the role of inquiry and exploration in developing these abilities.

Sources looked through for Evidence

- Syllabi for all required courses listed on Schedule of Courses for Teacher Certification Interdisciplinary Studies for Elementary Precertification Major
- Course descriptions linked to College of Idaho course catalog for same courses
- Interviews with candidates, completers, EPP Faculty, and Candidate Supervisors
- Elementary Education Candidate Pre-Intern Portfolios (paper)
- Elementary Education Candidate Intern (digital)

In response to reviewers' concerns, the EPP acknowledges that course syllabi was not provided within the original self-study report that mentioned attention, memory, sensory processing and reasoning, nor recognizing the role of inquiry and exploration in developing these abilities.

All teacher candidates must take PSY 221, Educational Psychology. This course affords them the opportunity to apply psychological and developmental research to the education system and more specifically to understand how individual characteristics of the learner can influence their educational experience. Within the context of ED Psych, teacher candidates are exposed to sensory processing and reasoning amongst students. The course is taken early in the sequence of the education program. The placement of this course offers teacher candidates a foundation to be able to recognize the role of inquiry and exploration in developing these educational abilities.

Additionally, teacher candidates complete EDU 442, Teaching Exceptional Children. The course is not taken in a specific sequence, rather it is completed during the undergraduate experience. Within this course candidates are exposed to cognitive processes of attention, memory, sensory processing, and reasoning, and recognizes the role of inquiry and exploration in developing these abilities

Performance

2(c) The teacher designs instruction and provides opportunities for students to learn through inquiry and exploration.

Standard 2 Knowledge of Human Development and Learning	***Unacceptable***	***Acceptable***	***Exemplary***
2.2 Performance		X	

2.2 Analysis – EPP provided evidence, as well as interviews and observations indicating that teacher candidates are able to design instruction and provide opportunities for students to learn through inquiry and exploration. It should be noted however, that all evidence found regarding inquiry lessons related directly to the teaching of science. Limited to no evidence was found that inquiry learning nor exploration were utilized across curricula areas.

Sources of Evidence

- Candidate and Completer Interviews
- Candidate and Completer Portfolios
- Candidate observation
- Candidate and Completer Evaluations from personnel files
- Linked assignments from EPP State Team Report

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities to meet students' diverse needs and experiences.

Knowledge

3(a) The teacher understands the necessity of appropriately and effectively collaborating with grade level peers, school intervention teams, parents/guardians, and community partners to meet differentiated needs of all learners.

3(b) The teacher understands that there are multiple levels of intervention and recognizes the advantages of beginning with the least intrusive.

Standard 3 Modifying Instruction for Individual Needs	***Unacceptable***	***Acceptable***	***Exemplary***
3.1 Knowledge		X	

3.1 Analysis – EPP provided evidence to indicate that teacher candidates have the opportunity to gain the knowledge for Standard 3. Required coursework as well as extensive classroom observation and teaching hours allow for candidates to learn (a) multiple ways to meet the differentiated needs of all learners. Evidence is weaker but still sufficient to indicate that teacher candidates learn (b) that there are multiple levels of intervention and recognize the advantages of beginning with the least intrusive.

Sources of Evidence

- Syllabi for all required courses listed on Schedule of Courses for Teacher Certification Interdisciplinary Studies for Elementary Precertification Major
- Course descriptions linked to College of Idaho course catalog for same courses
- Interviews with candidates, completers, EPP Faculty, and Candidate Supervisors
- Elementary Education Candidate Pre-Intern Portfolios (paper)
- Elementary Education Candidate Intern (digital)
- Guidelines for required assignments from Ed 442
- Ed 442 completed assignments

Performance

3(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.

3(d) The teacher systematically progresses through the multiple levels of intervention, beginning with the least intrusive.

Standard 3 Modifying Instruction for Individual Needs	***Unacceptable***	***Acceptable***	***Exemplary***
3.2 Performance	X		

3.2 Analysis – EPP provided evidence, as well as interviews and observations indicating that teacher candidates are able to (c) appropriately and effectively collaborate with grade level peers, school intervention teams, etc. to meet the differentiated needs of all learners. Specific examples were utilized during reviewer's observation of a candidate teaching. In a professional and caring manner, the candidate arranged her classroom so that a student who had forgotten her glasses that day was able to participate in the activity without feeling singled out. However, though EPP provided evidence, interviews, and observations, the reviewer was unable to find any evidence that the teacher candidate systematically progressed through the multiple levels of intervention beginning with the least intrusive. Interviews indicated that candidates had experienced various levels of intervention within their classroom settings but were unable to articulate how those interventions fit within the progressions.

Sources of Evidence

- Candidate and Completer Interviews
- Candidate observation

To address the reviewer's concern about evidence documenting how teacher candidates systematically progress through multiple levels of intervention the EPP suggests the following as ways that this standard is being met.

All teacher candidates must complete EDU 442, Teaching Exceptional Children. There is no specific order to which this course is taken, so those pursuing their teaching certificate often take the course as it fits into their schedule. Within the context of the course, teacher candidates experience a survey of learning disabilities and learning styles, with an emphasis on methods demonstrated to be most effective in incorporating multiple levels of intervention within the mainstreamed classrooms. The Course material and assignments offer teacher candidates opportunity to demonstrate knowledge of educational implications of characteristics of various exceptionalities, including severity. During the semester, teacher candidates are exposed to and must demonstrate understanding of the typical procedures for screening, pre-referral, referral, and classification, and individualized education plans (IEP). Again, our collection of these artifacts has been weak. The EPP will work with the course instructor, and later with classroom teachers during candidates' student-teaching, to document these performances effectively. We contend that requiring candidates to submit relevant examples during their Intern Seminar as anchor artifacts will yield sufficient evidence to demonstrate compliance with this standard.

Teacher candidates become familiar with the knowledge of RTI (Response to Intervention) and its multiple purposes of providing struggling learners additional interventions and instruction, and to prevent the misidentification of children as students with disabilities, as well as understanding similarities and differences among the cognitive, physical, cultural, social, and emotional needs of individuals with and without exceptional learning conditions.

Standard 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

Standard 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.

Knowledge

5(a) The teacher understands the importance of teaching and re-teaching classroom expectations.

5(b) The teacher recognizes the importance of positive behavioral supports and the need to use multiple levels of intervention to support and develop appropriate behavior.

Standard 5 Classroom Motivation and Management Skills	***Unacceptable***	***Acceptable***	***Exemplary***
5.1 Knowledge	X		

5.1 Analysis – The EPP provided little or no evidence to indicate where teacher candidates learn classroom motivation and management skills such as (a) the importance of teaching and re-teaching classroom expectations or the importance of positive behavioral supports and (b) the need to use multiple levels of intervention to support and develop appropriate behavior. Due to the fact that no specific motivation and management classes are offered, the reviewer looked at all provided syllabi for required courses for elementary education precertification minor as well as provided syllabi for required courses for 5th year internship. The reviewer found topics which listed classroom management or classroom motivation. However, no objectives or topics were listed that indicated that these topics were covered. Interviews indicated that much classroom management and motivation knowledge was gained from cooperating teachers out in the field.

Sources of Evidence

- No evidence provided.

The EPP acknowledge reviewers' concern that little or no evidence to indicate where teacher candidates learn classroom motivation and management skills such as (a) the importance of teaching and re-teaching classroom expectations or the importance of positive behavioral supports and (b) the need to use multiple levels of intervention to support and develop appropriate behavior. The EPP believes this occurs naturally during the 5th year internship. Conversations around this topic organically occur during the Intern Seminar and it surfaces though possible documentation within individual student-teaching observation notes. Some candidates use their action research study during intern year as a way to better understand and practice classroom management, also. The EPP acknowledges the need for a more concrete process by which to document that this knowledge exists and will require candidates to submit artifacts that meet this standard during their intern year.

Moving forward, the EPP has a proposed that a focus be added to EDU 441: Curriculum and Instruction about Classroom Motivation and Management. This knowledge will be documented through a written reflection based on the following prompt: "Upon completion of the Classroom Motivation and Management instructional piece, select three motivational and/or management strategies, define the strategies, explain how you have observed the use of the strategy, determine how you would apply the strategy in your own teaching – explain how the strategy aligns with your teaching philosophy."

Teacher candidates will also complete a topic study and presententation on selected exceptionalities where they will integrate classroom motivation and management strategies according to each exceptionality within the context of EDU 442 Teaching Exceptional Children. They will also learn how classroom management is incorporated in a Response to Intervention Model.

In EDU 304 Literacy Intervention and Assessment, candidates will learn about Positive Behavioral Intervention Support systems and its relation to classroom interventions. The EPP suggests that preparation in the areas of 5(a) The teacher understands the importance of teaching and re-teaching classroom expectations and 5(b) The teacher recognizes the importance of positive behavioral supports and the need to use multiple levels of intervention to support and develop appropriate behavior.

Irma Cueva's portfolio provides an artifact (1b) in which she constructs a behavior intervention for her student who was exhibiting difficult classroom behaviors.

Performance

5(c) The teacher consistently models and teaches classroom expectations.
5(d) The teacher utilizes positive behavioral supports and multiple levels of intervention to support and develop appropriate behavior.

Standard 5 Classroom Motivation and Management Skills	***Unacceptable***	***Acceptable***	***Exemplary***
5.2 Performance	X		

5.2 Analysis – The EPP provided limited evidence that the teacher candidates (c) consistently model and teach classroom expectations. Limited evidence was provided that teacher candidates (d) utilize positive behavioral supports and multiple levels of intervention to support and develop appropriate behavior. The candidate the reviewer was able to observe was above and beyond excellent with classroom management. In the short observation period both 5a and 5b were utilized multiple times in multiple ways effectively. However, reviewer was unable to determine through additional interviews or portfolio classroom management plans that candidates were able to perform either of these skills.

Sources of Evidence

- Candidate Observation
- Candidate and Completer Interviews
- EPP Faculty interviews
- Candidate and Completer Portfolios
- Completer personal folders

The EPP acknowledge reviewers' concerns regarding limited evidence that the teacher candidates (c) consistently model and teach classroom expectations. While the EPP believes this occurs

naturally during the 5th year internship and has been evidenced through occasional action research reports, possible documentation through the IPLP, and may appear in observations; some topics also appear in the master's/5th year internship theses. However, the process by which to document consistent performance evidence is not currently in place and therefore limited evidence was provided that teacher candidates (d) utilize positive behavioral supports and multiple levels of intervention to support and develop appropriate behavior. Moving forward, the EPP has a proposed that each teacher candidate, during EDU 441: Curriculum and Instruction, will submit a video recording of their classroom teaching, specifically incorporating classroom motivation and management skills. Teacher candidates will be asked to name those strategies displayed within the recording and also include a reflection about their practices specifically related to classroom motivation and management skills displayed.

In her digital portfolio, Anna Denn provides two examples of Managing Classroom Procedures (Danielson 2c) and Managing Student Behavior (Danielson 2d).

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster learning and communication skills in the classroom.

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, curriculum goals, and instructional strategies.

Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine teaching effectiveness.

Standard 9: Professional Commitment and Responsibility - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine teaching effectiveness.

Standard 10: Partnerships - The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.

Summary

Type of Standard	Total Number of Standards	Unacceptable	Acceptable	Exemplary
Knowledge	4	3	1	0
Performance	4	2	2	0

Areas for Improvement

- EPP needs to find a way to identify where teacher candidates will have the opportunity to gain subject knowledge necessary for 1(f), (g), (h), (i)
- EPP needs to find a consistent way for teacher candidates to practice performances for 1(p)
- EPP needs to find a way to identify where teacher candidates will have the opportunity to gain knowledge of human development for 2(b)

- EPP might want to look for ways to expand teacher candidate knowledge and performance of 2(c) students learning through inquiry and exploration beyond science lessons
- EPP needs to identify a consistent way for teacher candidates to perform their knowledge of 3(d), systematically progressing students through the multiple levels of intervention beginning with the least intrusive.
- EPP needs to more clearly identify where teacher candidates are going to learn the classroom motivation and management skills necessary to become successful teachers.
- EPP needs to more clearly identify where teacher candidates are going to showcase their knowledge of 5(d)

As noted in the introduction to this rejoinder, the EPP has undertaken a map of its elementary program to the Standards for Elementary Education teachers. That map, linked in the Elementary artifacts folder, continues to be a work in progress. It will, as we complete it this fall, align to the INTASC Core Teaching Standards. Once we have fully completed that map, it will help us identify gaps and imbalances, and will allow the EPP to track associated artifacts for a more robust and clear collection of evidence in the future.

Recommended Action on Elementary Education

☐ Approved

☐ Conditionally Approved

- ☐ Insufficient Evidence
- ☐ Lack of Completers
- ☐ New Program

☒ Not Approved

IDAHO STANDARDS FOR ENGLISH LANGUAGE ARTS TEACHERS

PLAN: Moving forward, candidates seeking a secondary teaching certificate with an ELA endorsement will be required to demonstrate evidence that they meet the Idaho ELA standards. The College of Idaho did not write to these standards for the 2018 accreditation review. The information below gives evidence that candidates do attend to the ELA standards, but collection of data by the College needs to be systematic and thorough. Portfolios, in the future, will provide artifacts and data to show attention to the ELA standards. Specific assignments and other evidence are listed with each standard below. College supervisors will meet in early September to establish guidelines for data collection as part of the observation process, and continue to meet quarterly to refine processes.

Candidate work shared in this rejoinder includes artifacts from two middle level ELA placements from 2017-2018. Their digital portfolios were not included in the materials reviewed by the accreditation team.

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) Candidates demonstrate knowledge of developmental levels in reading, writing, listening, viewing, and speaking and plan for developmental stages and diverse ways of learning.

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 1 Learner Development	***Unacceptable***	***Acceptable***	***Exemplary***
1.2 Performance	X		

1.2 Analysis – Candidate observation and discussion regarding observation: showing knowledge of 1(a). Candidate discussion with EPP and review did reflect candidate belief that the range of text in ENG course 1(b). EPP did not directly provide any evidence to review for this standard, and minimal evidence was found upon deeper review. Lack of evidence of 1(c) No evidence of adolescent materials other than poetry or at the higher level ENG content area. No evidence was found to support how digital media was supported, from the institution.

Sources of Evidence

- Candidate interviews
- Faculty interviews

Candidates seeking certification in ELA use a wide variety of texts in their secondary English classrooms, using the districts' scope and sequence of instruction and the resources available within each school. Alyssa Whitt's fall semester instruction at Boise H.S. was based on the Essential Question: How do we decide what to believe? Junior level students conducted "close readings" of propaganda posters, video clips from 60 minutes on the Trayvon Martin shooting, articles from Newsweek, an animation of Sir Kenneth Robinson's "Break Point and Beyond," and advertisements based on fear rhetoric, and *The Great Gatsby.* In the spring semester, students studied and then created protest art; for literature circles, students chose one of the following texts to analyze: *The Things They Carried, In Cold Blood, Devil in the White City, or Omnivores'* Dilemma. These choices all involved complex ideas, but allowed for student choice and differentiation based on text complexity. (See ELA Enhancement Appendix A.)

Also at Boise H.S., Jason Wakeman's sophomore students read *The Pearl, Their Eyes Were Watching God, The Taming of the Shrew,* "Sunny's Blues," poetry, and non-fiction articles on sustainability. (See ELA Enhancement Appendix A.)

Within the same Boise School District, C.J. Watson taught *Crazy Horse Electric Game* and the poetry of ee cummings at the sophomore level, and *Midsummer Night's Dream* and *Lord of the Flies* at the junior level. (See ELA Enhancement Appendix A)

Ben Schwarting used *Frankenstein* as a fiction selection, and *Unbroken* as his non-fiction selection in the fall semester at Vallivue H.S. These were supplemented with numerous non-fiction articles. (See ELA Enhancement Apprendix A.)

At Caldwell H.S. Jason Hunt and Ryan O'Leary both used *And Then There Were None.* Other texts selected were newspaper articles, obituaries, video of Anne Frank, *The Diary of Anne Frank,* poetry, Ted Talks, *A Tale of Two Cities, Wuthering Heights, The Tempest,* and short stories. (Observation notes upon request.)

At Syringa Middle School in the Caldwell District Hope DeCuir taught expository writing to sixth graders using a variety of short non-fiction articles. She also used Donor's Choose to purchase copies of *Becoming Naomi Leon,* a realistic fiction selection that represented the culture of her majority Hispanic student population. In the spring term, her district adopted *Journey's* for the sixth grade; this curriculum emphasizes non-fiction texts. Hope supplemented this with the high–interest *Percy Jackson and the Lightning Thief* to accompany readings on Greek gods and heroes. (See ELA Enhancement Appendix A.)

PLAN: Candidate portfolios should include a list of texts taught during the student teaching experience in the ELA classroom. This could be accompanied with a rationale for text selection and a description of text complexity factors.

1(c) Candidates demonstrate knowledge about how adolescents compose texts in a wide range of genres and formats including digital media.

Samantha Barnes 6th grade ELA students at Sage Valley Middle School worked on narrative writing through a memoir assignment. She used a T-SWAG Character Brainstorm activity. Peer editing helped students revise their work. (See ELA Enhancement Appendix B for examples of handouts and grading rubric.)

Jason Hunt's seventh grade students at Vallivue Middle School completed research in the school computer lab, and created travel brochures using photos and facts gathered on-line. (See ELA Enhancement Appendix B.)

Hope DeCuir's 6th grade students practiced writing expository text throughout the year. The process was scaffolded through use of graphic organizers. (See ELA Enhancement appendix B.)

CJ Watson's students created multimodal essays as a final project. He suggested newscasts, video, or newspaper articles. Work samples are not available.

Ben Schwarting included a final project from his *Frankenstein* unit (see digital portfolio for extensive links to student work). Students participated in a mock trial and creased a "case file" of evidence. (See ELA Enhancement Appendix B)

Jason Wakeman's portfolio shares narrative and expository issue student work samples. ELA Enhancement Appendix B includes an example of a sophomore narrative essay with her self-evaluation.

Josh Ortiz's 8th grade students at Jefferson Middle School in Caldwell made position speeches as an end of the year project. The requirements may be found in ELA Enhancement Appendix B.

PLAN: Candidates portfolios will include student work samples of composed texts in a range of genres and formats, including at least one artifact of digital media use.

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) Candidates design and/or implement 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 2 Learning Difference	***Unacceptable***	***Acceptable***	***Exemplary***

2.2 Performance	X		

2.2 Analysis – Candidate report on current social issues (gender equality) 2(a). This was a group project. EPP did not directly provide any evidence to review for this standard, and minimal evidence was found upon deeper review.

Sources of Evidence

- Candidate portfolios

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.

Perhaps the best example of candidate performance in 2 (a) is Hope DeCuir's unit on *Becoming Naomi Leon.* As a beginning teacher, Hope used Donors Choose to obtain copies of a young adult novel that would be appealing and relevant to her 6th grade students at Syringa Middle School, which has a majority Hispanic and low SES population. (See ELA Enhancement Appendix C.) The novel deals with disabilities, language learning, emigration, poverty, drug abuse, and non-traditional family structures, as well as Mexican and Mexican American culture.

In addition, the list of texts cited above in 1 (b) provide some examples of attention given to works written by African-American authors, and on subjects of relevance to teen readers such as food, environmental sustainability, social justice, disabilities, Japanese internment, anti-Semitism, etc. The plan suggested for 1(b) will also give evidence of candidates' responsiveness to students' needs in the areas above.

2(b) Candidates design and/or implement 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.

Jason Wakeman's used an anchor chart to provide a reference for narrative writing (See ELA Enhancement Appendix C.) It included *internal/external dialogue, relatable persona,* and *voice* as factors; these could include the use of students' linguistic and cultural backgrounds.

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) 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.).

Standard 3 Learning Environments	***Unacceptable***	***Acceptable***	***Exemplary***
3.2 Performance		X	

3.2 Analysis – Candidate portfolios include brief candidate write-ups around the Charlotte Danielson (CD) framework. Only one portfolio provided evidence of a clear Educational philosophy paper while the other two had included more brief examples of candidate philosophies in their CD sections. Portfolios had a "resume" quality to them, verses a deep reflection of evidence of meeting the standards. 3(a) Observation and Lead Techer interviews support that Candidates come to them prepared to support this standard.

Sources of Evidence

- Candidate portfolios
- Candidate observation
- Lead Teacher interview

The acceptance of this standard was weighted heavily on strong candidate observation and Teacher Leader interviews.

Plan: While the review team gave an acceptable rating for Standard 3, the College will modify the portfolio process to ensure that better evidence is provided. All undergraduate candidates write a philosophy of education paper, but they have been encouraged to shorten that into a short philosophy statement in the professional portfolio. The Education Department will move away from the professional portfolio model back to a portfolio that better provides evidence for accreditation purpose. Candidates will include a full philosophy paper in the future.

Supervisors will also consistently document instructional strategies that help students actively participate in their own learning in ELA classrooms and encourage candidates to do the same in their teaching portfolios.

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) 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 able to use literary theories to interpret and critique a range of texts.

4(b) Candidates demonstrate knowledge and use the conventions of English 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(c) 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 use contemporary technologies and/or digital media to compose multimodal discourse.

4(d) Candidates demonstrate knowledge and use strategies for acquiring and applying vocabulary knowledge to general academic and domain specific words as well as unknown terms important to comprehension (reading and listening) or expression (speaking and writing).

Standard 4 Content Knowledge	***Unacceptable***	***Acceptable***	***Exemplary***
4.2 Performance	X		

4.2 Analysis – Candidate sample lesson plans provide minimal evidence of indicators 4(c) and 4(d). EPP did not directly provide any additional evidence to review for this standard, and minimal evidence was found upon deeper review.

Sources of Evidence

- Candidate sample lesson plans

4 (c) 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 use contemporary technologies and/or digital media to compose multimodal discourse.

Please see ELA Enhancement Appendix B, particularly the student work sample from Jason Wakeman's portfolio. (See also ELA Enhancement Appendix C)

4(d) Candidates demonstrate knowledge and use strategies for acquiring and applying vocabulary knowledge to general academic and domain specific words as well as unknown terms important to comprehension (reading and listening), or expression (speaking and writing).

Jason Hunt started his Caldwell High School ELA classes with SAT vocabulary practice to increase general academic language. (See ELA Enhancement Appendix C.) He also taught vocabulary in

the context of the reading text, helping students to use part of speech and root/affix connections. He also specifically taught the terminology for figurative language used in a poetry unit.

Jason Wakeman also taught content specific vocabulary as noted in the observation notes in ELA Enhancement Appendix C.

Hope DeCuir's novel units (see artifacts link) provide examples of how she provided instruction in both domain specific vocabulary and vocabulary important to comprehension of the novels under study. All candidates have an introduction to GLAD strategies for vocabulary and sentence structure activities in their diversity course. Guided Language Acquisition Design is a model for EL learners, and Hope's vocabulary instruction uses the model. (See Appendix C for more information on GLAD.)

PLAN: ELA candidates will include evidence of instruction in the writing process and vocabulary instruction in final portfolios.

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) Candidates design and/or implement 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) Candidates design and/or implement 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) Candidates design and/or implement instruction related to a breadth and depth of texts, purposes, and complexities (e.g., literature, digital, visual, informative, argument, narrative, poetic) that lead to students becoming independent, critical, and strategic readers, writers, speakers, and listeners.

5(d) Candidates design and/or implement instruction related to speaking and listening that lead to students becoming critical and active participants in conversations and collaborations.

Standard 5 Application of Content	***Unacceptable***	***Acceptable***	***Exemplary***
5.2 Performance	X		

5.2 Analysis- Candidate interview showed strong preparedness for understanding text 5(c), Candidate portfolio confirmed use of a variety of cultural text 5(c), and Candidate portfolio regarding social justice displayed reflection of work 5(b). No additional evidence was found to show performance in indicators 5(a) and 5(d).

Sources of Evidence

- Candidate interviews
- Candidate portfolio

5 (a) Candidates design and/or implement 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.

Samantha Barnes included instruction on conventions in her sixth grade ELA classroom. (See ELA Enhancement Appendix D.) Students practiced correct usage of subjective, objective, and possessive pronouns. Hope DeCuir began interactive grammar notebooks with her sixth grade classes, but when the district adopted an ELA program, she was required to use the grammar practice included in the curriculum.

PLAN: No additional evidence was found to support teaching conventions within the context of student writing. Secondary ELA methods could include an assignment, with resulting artifact, for this standard.

5 (d) Candidates design and/or implement instruction related to speaking and listening that lead to students becoming critical and active participants in conversations and collaborations.

Several ELA candidates conducted Socratic Seminars. The notes and hand-outs in Appendix E are from Samantha Barnes' sixth grade ELA classroom. These AVID materials stress active listening and provide academic language for verbal responses. Students participated in this seminar following the reading of *When Zachary Beaver Came to Town.*

PLAN: Most ELA candidates conduct a Socratic Seminar during student teaching. Documentation of the Socratic Seminar through videotaping would a good artifact requirement for this standard.

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) 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 design or knowledgeably select appropriate reading assessments in response to student interests, reading proficiencies, and/or reading strategies.

6(c) Candidates design or knowledgeably select 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. Candidates respond to students' writing throughout the students' writing processes in ways that engage students' ideas and encourage their growth as writers over time.

6(d) 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 communicate with students about their performance in ways that actively involve students in their own learning.

Standard 6 Assessment	*Unacceptable*	*Acceptable*	*Exemplary*
6.2 Performance	X		

6.2 Analysis – Candidate portfolio provide evidence of indicators 6(c) and 6(d). However, no additional evidence was found for indicators 6(a) and 6 (b).

Sources of Evidence

- Candidate portfolio
- Candidate lesson plans

6(a) Candidates design a range of authentic assessments (e.g., formal and informal, formative and summative) of reading and literature that demonstrate and understanding of how learners develop and that address interpretive, critical, and evaluative abilities in reading, writing, speaking, listening, viewing, and presenting.

A review of digital portfolio artifacts demonstrates candidates' ability to design authentic assessments, both formative and summative. (Also see Appendix B artifacts for ELA 1(c).) Olivia Lile had the opportunity to create an assessment that aligned to the Idaho Core Standards. The performance task required students to use a video, picture, article, and poem to answer a prompt. Students needed to evaluate each source and use what they gathered to support a claim and write to an audience in a formal essay. (Lile digital portfolio 1e Danielson.)

Ben Schwarting, in Danielson 1f of digital portfolio developed an alternative end of term assessment in which students took on the role of a legal magistrate investigating the murders recorded in *Frankenstein.*

Jason Wakeman's digital portfolio documents peer evaluation (1b), a culminating project using the Smarter Balance rubric to meet the Boise School District performance task (1c) and a formative assessment in Danielson 3.

Hope DeCuir's two novel units include examples of formative and summative assessments. (See link.)

6(b) Candidates design or knowledgeably select appropriate reading assessments in response to student interests, reading proficiencies, and/or reading strategies.

Hope DeCuir's units *Percy Jackson Lightning Thief* and *Becoming Naomi Leon* demonstrate her knowledge of sixth grade interests and abilities as well as available resources. Percy Jackson provides a high interest segue into a study of Greek mythology. *Becoming Naomi Leon* was a particularly apt selection for her student population at Syringa Middle School where a majority

of students are Hispanic. Her unit included many culturally relevant links, relatable characters, and an accessible reading level.

PLAN: Continue to document assessment knowledge in the Danielson domains 1 and 3.

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 plan 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 plan 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 use 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 use 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 7 Planning for Instruction	***Unacceptable***	***Acceptable***	***Exemplary***
7.2 Performance	X		

7.2 Analysis – Candidate lesson plan/text analysis provide evidence for indicator using 7(d). The EPP did not directly provide any additional evidence to review for this standard, and minimal evidence was found upon deeper review.

Sources of Evidence

- Candidate lesson plan

7(a) Candidates plan instruction which, when appropriate, reflects curriculum integration and incorporates interdisciplinary teaching methods and materials which includes reading, writing, speaking, listening, and language.

Increasingly, candidates are integrating curriculum, supporting primary texts with articles, videos, speakers, and photos which add depth of understanding to a given topic. For example, in their study of *The Big Burn*, Samantha Barnes brought in a wildland firefighter who shared the tools, clothing, and other equipment used in modern firefighting. Hope DeCuir's novel unit on *Becoming Naomi Leon*, included maps, videos, an opinion piece by a refugee from Guatelmala, and a print out of children's rights from the Child Rights International Network (See Appendix F, p. 98 of *Becoming Naomi Leon* and p. 53 of *Percy Jackson* unit as examples.) Alyssa Whitt's inquiry units included video, art, music, newspaper and magazine articles, etc. as her students focused on essential questions and topics across a range of disciplinary areas. (See Appendix A.)

7(b) Candidates plan 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.

Again, note Hope DeCuir's units, particularly in *Percy Jackson.* The candidate notes the importance of background knowledge to comprehension. Students also take on this task as they research individual Greek gods in small groups to share with the whole class (p. 8). Students are asked to use the QAR strategy to formulated questions as they read and to cite textual evidence (p. 10).

7 (c) Candidates use their knowledge of theory, research, and practice in ELA 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 an learning backgrounds, those designated as high achieving, and those at risk of failure.

See Olivia Lile's portfolio (1a) for a sample of candidate's reflection on using the standards for planning, and how, upon reflection, she began to overtly share her goals with learners digitally.

Hope DeCuir's unit on *Becoming Naomi Leon* begins with a list of learning targets aligned to the standards that she shared with her sixth grade students (p.1). She included a list of learning targets for each chapter of *Percy Jackson.*

PLAN: Supervisors and lead teachers evaluate candidates on the formal Danielson assessment in this area. In the future, supervisors will collect evidence of planning using the standards. Candidates will be expected to document texts used during student teaching as noted in 1(b) above.

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 8 Instructional Strategies	***Unacceptable***	***Acceptable***	***Exemplary***
8.2 Performance	X		

8.2 Analysis – Candidate observation provides minimal evidence that teacher candidates are able to plan and implement instruction based on ELA curricular requirements and standards. However, no additional evidence was found for this standard.

Sources of Evidence

Candidate observation

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.

Candidates collect 50 teaching strategies in the undergraduate course EDU 305 *Teaching in the Content Area.* These may be generic at the undergraduate level, but the EPP could require more specificity to content areas. Please note the strategies included in Hope DeCuir's ELA units that are specific to literacy instruction (*Percy Jackson* p. 16, for example.)

PLAN: Strategies collected in EDU 305 will be specific to the endorsement area of the candidate.

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 model literate and ethical practices in ELA teaching, and engage in a variety of experiences related to ELA and reflect on their own professional practices.

Standard 9 Professional Learning and Ethical Practice	*Unacceptable*	*Acceptable*	*Exemplary*
9.2 Performance	X		

9.2 Analysis – Candidate reflection on Leadership & Collaboration project was found to provide minimal evidence for standard 9.

Sources of Evidence

- Candidate reflection on Leadership & Collaboration

9(a) Candidates model literate and ethical practices in ELA teaching, and engage in a variety of experiences related to ELA and reflect on their own professional practices.

The internship seminar includes a review of professional ethics and students respond to scenarios based potentially troublesome events. Other than the required signature on the certification application, candidates have not documented experiences in this area.

PLAN: Candidates must attend professional learning as a requirement of the internship year. Most candidates participate in both district-wide and school focused training. A short reflection paper has been assigned in the Internship Seminar. This paper will be retained by the EPP for accreditation purposes in the future. The EPP will ask the instructor of ELA methods to assess 9(a) in future classes.

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.

Performance

10(a) 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.

Standard 10 Leadership and Collaboration	*Unacceptable*	*Acceptable*	*Exemplary*
10.2 Performance	X		

10.2 Analysis – Candidate reflection on Leadership & Collaboration project provides minimal evidence of standard 10. No additional evidence was provided by EPP.

Sources of Evidence

- Candidate reflection on Leadership & Collaboration project

10(a) 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.

Student teachers participate in team collaboration at grade level, cross grade level, and by subject area. They are required to attend all required professional development and encouraged to attend curriculum planning meetings, IEP meetings, parent teacher conferences, etc. Candidates report out orally and in writing about these opportunities in the Internship Seminar. Lile's portfolio 1e artifact showcases her readiness for leadership and collaboration skills in building an authentic assessment for the Vallivue High English department.

PLAN: The instructor for the intern seminar will collect evidence of the above collaborations on an on-going basis.

Summary

Candidates interviewed and observed showed to be strong educators. Interviews with Lead Teachers and Alumni show strong evidence of successful placement in classrooms of candidates, and strong reflection/feedback processes in all areas, but evidence of feedback and policies is lacking. EPP provide large quantities of informal feedback/support/ guidance, but there is a lack of recordable evidence to support effectiveness of candidate success.

Evidence gathered was from a low number of candidates based on resources made available. Candidate evidence (standard numbers) did not match Idaho Standards for English Language Arts Teacher Standards. This made review difficult.

Type of Standard	Total Number of Standards	Unacceptable	Acceptable	Exemplary
Knowledge				
Performance	10	9	1	

Areas for Improvement

- A stronger process for gathering evidence is needed to support reviewing of program
    - Gather Evidence based on Idaho Standards for English Language Arts Teachers
    - Suggest notations in Charlotte Danielson Framework that shows alignment to Idaho Standards for English Language Arts Teachers
- Consistent procedures for adjunct so 5th year support is measurable, covers minimal expectations for all candidates, and strong evidence can be provided
- Consistent minimal procedures for EPP
- Make sure that EPP is using correct language when working with Candidates and P-12 Standards

- Idaho Content Standards, not Common Core or Idaho Core Standards

Recommended Action on English Language Arts

☐ Approved

☐ Conditionally Approved
  - ☐ Insufficient Evidence
  - ☐ Lack of Completers
  - ☐ New Program

☒ Not Approved

IDAHO STANDARDS FOR MATHEMATICS TEACHERS

Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of mathematics and creates learning experiences that make these aspects of mathematics meaningful for students.

Knowledge

1(a) The teacher knows a variety of problem-solving approaches for investigating and understanding mathematics.
1(b) The teacher understands concepts of algebra.
1(c) The teacher understands the major concepts of geometry (Euclidean and non-Euclidean) and trigonometry.
1(d) The teacher understands basic concepts of number theory and number systems.
1(e) The teacher understands concepts of measurement.
1(f) The teacher understands the concepts of limit, continuity, differentiation, integration, and the techniques and application of calculus.
1(g) The teacher understands the techniques and applications of statistics, data analysis, and probability (e.g., random variable and distribution functions).
1(h) The teacher knows how to effectively evaluate the legitimacy of alternative algorithms.
1(i) The teacher understands the historical and cultural significance of mathematics and the changing way individuals learn, teach, and do mathematics.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.1 Knowledge		X	

1.1 ***Analysis –*** Syllabi provided for mathematics content courses offered for Candidates seeking secondary math certification. Other evidence provided primarily consisted of exams; one piece of evidence was an example of an in-class workshop and another a worksheet. Candidate portfolios were accessed to document content knowledge through transcripts and PRAXIS scores. Please see specific examples for each knowledge subsection below:

1(a): Misaligned evidence provided; the standard is asking for evidence that the Candidate has an understanding of how to incorporate a variety of problem-solving instructional approaches in their own teaching. Evidence found that Candidates received instruction on this practice in the EDU 542 Secondary Math Methods syllabus.

1(b): Pre-requisite mathematics courses cover algebraic content necessary to complete mathematics courses for a mathematics degree; those courses that focus on the concepts

of algebra needed to teach at the secondary level. Syllabus provided for MAT 275 Multivariable calculus.

1(c): Evidence provided on Introduction to Proof, MAT 280 through 283, courses that cover geometry content relative to other mathematical content; such as, algebraic geometry found in number theory and transformations in sets and functions. The syllabus for Mathematics 370 – Geometry, a course required of secondary math Candidates, was provided; content aligned to the standard.

1(d): Syllabi and handout evidence provided indicates that the Candidate receives instruction in the basic concepts of number theory and number systems; MAT 280 and 252.

1(e): Program content courses cover concept of measurement; mandatory physics courses extend the needed understanding of measurement.

1(f): Syllabi and exam evidence provided indicates that the Candidate receives instruction on the concepts of limit, continuity, differentiation, integration, and the techniques and application of calculus; Applied Calculus, Single-Variable Calculus and Multi-Variable Calculus.

1(g): Syllabi and exam evidence provided for statistics courses indicate that the Candidate will receive the needed instruction to meet the standard; per content interview, a statistics course is mandatory for all Candidates seeking a secondary math certificate; MAT 125, 212 and/or 311.

1(h): Misaligned evidence; the standard is asking for evidence that the Candidate has an understanding of how to determine if an alternative algorithm that a student comes up with is legitimate, and how that alternative algorithm connects to the standard algorithm. Evidence found in the EDU 542 Secondary Math Methods syllabus; activities and required text align to the standard; however, the Mathematical Mindset text, by Jo Bohler, only focuses on elementary level application.

1(i): The syllabus and exam provided documents that the Candidate receives instruction on the history of mathematics.

Sources of Evidence

- Mathematics Program: Syllabi, exams, worksheets, and classroom activities
- Mathematics Program Faculty: Interviews
- Candidate Portfolios: PRAXIS Scores, transcripts and exams

Performance

1(j) The teacher incorporates the historical perspective and current development of mathematics in teaching students.

1(k) The teacher applies appropriate and correct mathematical concepts in creating learning experiences

Standard 1 Knowledge of Subject Matter	*Unacceptable*	*Acceptable*	*Exemplary*
1.2 Performance		X	

1.2 *Analysis –* Candidate portfolios provided; please see specifics below:

- All Candidates completing a secondary education minor are required to take EDU 301 – Foundations of Schooling, which provides candidates with instruction on the sociocultural, historical, philosophical, and political contexts that have been a part of shaping education in the United States. However, this evidence not directly related to the teaching of mathematics.
- A Psych 221 Candidate comparison paper provided insight on learning theories and how they apply to mathematics instruction. However, this evidence does not directly relate to the teaching of mathematics.
- One piece of evidence was provided that directly related to current development of mathematics; a teacher interview provided the Candidate with information on the recent changes in the Idaho Content Standards for Mathematics and how that will affect instructional strategies.
- One lesson plan was found that addresses multiplying of polynomials through the use of the area model.
- Lesson plan that provided students with background information on the instructional topic; lesson plan did not provide a description of the background provided.

Sources of Evidence

- PSYCH 221 paper
- Teacher interview
- Lesson plans

Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.

Knowledge

2(a) The teacher knows how to make use of students' mathematical development, knowledge, understandings, interests, and experiences.

2(b) The teacher knows how to plan learning activities that respect and value students' ideas, ways of thinking, and mathematical dispositions

Standard 2 Knowledge of Human Development and Learning	***Unacceptable***	***Acceptable***	***Exemplary***
2.1 Knowledge	X		

2.1 Analysis – *Candidate portfolios provided:*

- A Teaching Exceptional Students' exam was provided; exam questions focused on terminology/definition, law and policy, and short answer questions on the brain and student learning, disabilities and accommodations, and one question regarding classroom design to meet the needs of all students. This is a great first step towards understanding human development and learning; however, there was no evidence that specifically addressed how Candidates use the knowledge of how students learn mathematics and develop mathematical thinking to inform instruction.
- Teacher explained how she takes into consideration student experiences when creating lessons.

Sources of Evidence

- Teaching exceptional children exam
- Teacher interview

Performance

2(c) The teacher encourages students to make connections and develop a cohesive framework for mathematical ideas.

2(d) The teacher plans and delivers learning activities that respect and value students' ideas, ways of thinking, and promote positive mathematical dispositions.

Standard 2 Knowledge of Human Development and Learning	***Unacceptable***	***Acceptable***	***Exemplary***
2.2 Performance	X		

2.2 Analysis – Candidates portfolios provided minimal evidence that indicators 2(c) and 2(d) were met. However, no additional evidence could be found for these performances.

- Lesson plan using social media connections for students to explain their understanding of the properties of two-dimensional shapes.
- Candidate evaluations that spoke to Candidates creating lessons that build on prior knowledge.

Sources of Evidence

- Lesson plan
- Candidate evaluations

The EPP has identified potential target assignments that could help candidates demonstrate their competence in accord with this standard. Candidates will complete math write-ups where they analyze a student's work. Their goal is not to grade or evaluate this work, but rather to explain how it makes sense mathematically. Second, candidates will complete a math interview where they watch a student solve a problem and their goal is to listen to the student ideas and understand how they are making sense of the problem. Again, the goal is not to correct or tell them how to complete the problem, but to focus on hearing the student's ideas. The candidates then write a paper in which they justify what the student knows (with evidence from student work) and discuss where they would take the student next.

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities that are modified for students with diverse needs.

Knowledge

3(a) The teacher knows how to create tasks at a variety of levels of mathematical development, knowledge, understanding, and experience.

Standard 3 Modifying Instruction for Individual Needs	***Unacceptable***	***Acceptable***	***Exemplary***
3.1 Knowledge		X	

3.1 Analysis – Candidates portfolios provided:

- A Candidate provided a Text Set or a list of resources with descriptions that a high school student could use to get help with solving word problems; this resource was developed to allow students to choose different resources based on their learning type; i.e. book, video, software, etc.
- A reflection in a portfolio on how assessments could be modified for students who need accommodations; no sample assessment provided.
- A reflection paper provided on how the Candidate assessed learning gaps in students' mathematical knowledge and researched district and other resources that were utilized to help in filling the learning gaps identified.
- A journal/record of intervention strategies that were used with students was provided by a Candidate

Sources of Evidence

- Text Set
- Assessment modification reflection
- Journal/record of interventions

Performance

The teacher assists students in learning sound and significant mathematics and in developing a positive disposition toward mathematics by adapting and changing activities as needed.

Standard 3 Modifying Instruction for Individual Needs	***Unacceptable***	***Acceptable***	***Exemplary***
3.2 Performance		X	

3.2 Analysis – Candidates portfolios provided as evidence; please see specifics below:

- One Candidate portfolio provides a summary of possible general accommodations/modifications for students with Attention Deficit Hyperactive Disorder (ADHD); however, only engagement and progress monitoring modifications were identified.
- Adding Like Fractions Anchor Chart to aid visual learners
- Jeopardy Review Math Game to cover several approaches for multiple learners, visuals, auditory, collaboration and individual work.

Sources of Evidence

- General accommodations for ADHD students
- Adding Like Fractions Anchor Chart
- Jeopardy review math game

Standard 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop students' critical thinking, problem solving, and performance skills.

Knowledge

4(a) The teacher knows how to formulate or access tasks that elicit students' use of mathematical reasoning and problem-solving strategies.
4(b) The teacher knows a variety of instructional strategies for investigating and understanding mathematics including problem solving approaches.
4(c) The teacher understands the role of axiomatic systems and proofs in different branches of mathematics as it relates to reasoning and problem solving.
4(d) The teacher knows how to frame mathematical questions and conjectures.
4(e) The teacher knows how to make mathematical language meaningful to students.
4(f) The teacher understands inquiry-based learning in mathematics.

4(g) The teacher knows how to communicate concepts through the use of mathematical representations (e.g., symbolic, numeric, graphic, verbal, and concrete models).

4(h) The teacher understands the appropriate use of technology in teaching and learning of mathematics (e.g., graphing calculators, dynamic geometry software, and statistical software).

Standard 4 Multiple Instructional Strategies	***Unacceptable***	***Acceptable***	***Exemplary***
4.1 Knowledge	X		

4.1 Analysis – Candidate portfolios provided:

- A two-page refection on an observation of an integrated mathematics lesson provided for some evidence of indicator 4(a) a means to develop deeper critical thinking and problem solving skills in students through the use of incorporating literacy in a mathematics lesson.
- Candidate observation provided real-time exposure to the teaching using mathematical language meaningfully; students using mathematical language meaningfully as well.
- Lesson plans provided focused on direct instruction and show that the Candidate knows how to communicate concepts through the use of mathematical representations.
- Lesson plans and reflective papers provided evidence of students using technology to deliver the instruction - such as SmartBoards, but not for interacting/learning math – such as, Desmos or Geogebra.
- Inquiry-based learning examples are not inquiry based in that the learning is not active based nor do they originate from an agreed upon/posed problem with student input; a worksheet that generates student engagement is not inquiry based.
- Lesson plans that indicate that students will be engaged in problem solving and mathematical reasoning do not have tasks that require students to participate in discourse nor to generalize to understand the standard algorithm.
- Not enough evidence to meet all indicators under the standard.

Sources of Evidence

- Flipped classroom video
- Candidate Classroom Observation Reflection
- Lesson Plans
- Candidate on-site observation

Performance

4(i) The teacher formulates or accesses tasks that elicit students' use of mathematical reasoning and problem-solving strategies.

4(j) The teacher uses a variety of instructional strategies to support students in investigating and understanding mathematics, including problem solving approaches.
4(k) The teacher uses and involves students in both formal proofs and intuitive, informal exploration.
4(l) The teacher uses a variety of instructional strategies to develop students' use of standard mathematical terms, notations, and symbols.
4(m) The teacher uses and encourages the students to use a variety of representations to communicate mathematically.
4(n) The teacher engages students in mathematical discourse by encouraging them to make conjectures, justify hypotheses and processes, and use appropriate mathematical representations.
4(o) The teacher uses and involves students in appropriate use of technology to develop students' understanding (e.g., graphing calculators, dynamic geometry software, and statistical software).

Standard 4 Multiple Instructional Strategies	***Unacceptable***	***Acceptable***	***Exemplary***
4.2 Performance	X		

4.2 Analysis – Candidate evaluations of student teaching provided; see specifics below:

- Program faculty provided feedback on the need for a variety of instructional strategies when direct instruction is overemphasized; could not find follow-up on Candidate growth.
- Additional evaluations provided feedback on growth in Candidate's ability to adjust future instruction after reflection.
- Candidate lesson plan on exploring the interior angles of a triangle; with a natural extension to the relationship between interior and exterior angles. Student work provided as well as a reflection on the level of discourse within the activity.
- A link to a flipped classroom instructional video was provided to demonstrate the use of multiple instructional strategies; but the video would not open.
- Lesson plan on applying linear functions stated that student would be applying the knowledge of linear functions to a social science example; but social science example was not provided. Lesson plans are very procedural in nature with little or no connection to standards, both the content and standards for mathematical practices; it is probably there but the evidence is not captured.
- Lesson plan on a Bridge Experiment provided a rubric that evaluated students on complex and refined mathematical reasoning.
- Lesson plans state that the instruction/task is aligned to the Standards for Mathematical Practices; however, descriptions of this in action are not provided, nor do the instructional tasks provided elicit the mathematical practices from students. Tasks are aligned to direct instruction with note taking and practice to follow.

- Lesson plans show that Candidates develop students' use of standard mathematical terms, notations, and symbols, but primarily through direct instruction.
- Formative Mid-Term Assessment of Candidate indicates that the instruction techniques used engage students; however, there is no information on how the task meets the performance indicators under Standard 4.
- Not enough evidence to meet all indicators under the standard.

Sources of Evidence

- Candidate evaluations
- Lesson plan
- Flipped classroom
- Formative Mid-Term Assessment

The EPP will work to update its Secondary Math Methods course to ensure that the enhancement standards are met. In fall 2018, it will work with the Math Department and methods course instructor to map the coursework to the enhancement standards as well as to identify anchor artifacts that may demonstrate this standard.

Standard 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster inquiry, collaboration, and supportive interaction in and beyond the classroom.

Knowledge

6(a) The teacher knows and uses appropriate mathematical vocabulary/terminology.

Standard 6 Communication Skills	***Unacceptable***	***Acceptable***	***Exemplary***
6.1 Knowledge		X	

6.1 Analysis – Candidate portfolios syllabi and reflections indicate that the teacher candidate knows and uses appropriate mathematical vocabulary/terminology.

Sources of Evidence

- Candidate portfolios
- Required coursework syllabi
- Intern Final Checklist

Performance

6(b) The teacher encourages students to use appropriate mathematical vocabulary/terminology.

6(c) The teacher fosters mathematical discourse.

Standard 6 Communication Skills	*Unacceptable*	*Acceptable*	*Exemplary*
6.2 Performance	X		

6.2 Analysis – Candidate portfolios and interviews are a source of evidence that indicates 6(b) performance. However, no additional evidence could be found for 6(b) or 6(c).

Sources of Evidence

- Candidate teacher interview
- Field experience review
- Word Ladder Activity

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based upon knowledge of subject matter, students, the community, and curriculum goals.

Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine program effectiveness.

Knowledge

8(a) The teacher knows how to assess students' mathematical reasoning

Standard 8 Assessment of Student Learning	*Unacceptable*	*Acceptable*	*Exemplary*
8.1 Knowledge	X		

8.1 Analysis – Candidate portfolios and candidate personal files provide minimal or no evidence that teacher candidates know how to assess student' mathematical reasoning.

Sources of Evidence

- Evaluation of candidate
- Exit ticket

Performance

8(b) The teacher assesses students' mathematical reasoning.

Standard 8 Assessment of Student Learning	*Unacceptable*	*Acceptable*	*Exemplary*

8.2 Performance	X		

8.2 Analysis – Candidate portfolio evidence indicates that teacher candidates assess students but no evidence was found to indicate that assessment of mathematical reasoning was taking place.

Sources of Evidence

- Candidate portfolios

Standard 9: Professional Commitment and Responsibility - The teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of teaching.

Standard 10: Partnerships - The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.

Standard 11: Connections among Mathematical Ideas – The teacher understands significant connections among mathematical ideas and their applications of those ideas within mathematics, as well as to other disciplines.

Knowledge

11(a) The teacher has a broad base of knowledge and understanding of mathematics beyond the level at which he or she teaches to include algebra, geometry and measurement, statistics and data analysis, and calculus.
11(b) The teacher understands the interconnectedness between strands of mathematics.
11(c) The teacher understands a variety of real-world applications of mathematics.

Standard 11 Connections among Mathematical Ideas	***Unacceptable***	***Acceptable***	***Exemplary***
11.1 Knowledge	X		

11.1 Analysis – Candidate-required course work provide evidence for 11(a). However, no evidence was provided that teacher candidates meet knowledge for 11(b) and 11(c).

Sources of Evidence

- Course syllabi
- Transcripts

Performance

11(d) The teacher uses and encourages students to use mathematical applications to solve problems in realistic situations from other fields (e.g. natural science, social science, business, and engineering).
11(e) The teacher encourages students to identify connections between mathematical strands.
11(f) The teacher uses and encourages students to use mathematics to identify and describe patterns, relationships, concepts, processes, and real-life constructs.

Standard 11 Connections among Mathematical Ideas	***Unacceptable***	***Acceptable***	***Exemplary***
11.2 Performance	X		

11.2 Analysis – Candidate portfolios provide one source of evidence for 11(d). However, no evidence was provided for 11(e) or 11(f).

Sources of Evidence

- Lesson plans

Summary

Type of Standard	Total Number of Standards	Unacceptable	Acceptable	Exemplary
Knowledge	7	4	3	
Performance	7	5	2	

Areas for Improvement

- It was difficult to evaluate whether the EPP met each standard due to the lack of evidence. This was partially due to the low number of Completers; however, a good portion of the evidence/artifacts provided either did not show alignment to the standards or did not provide enough information to determine one way or another. Evidence/artifacts need to consist of more than just a reflection of the Candidate's instruction or work. Lesson plans that show evidence of the knowledge indicators, as well as how the embedded tasks help the students meet the performance standards need to be included. For instance, a list of instructional strategies does not provide the evidence that multiple instructional strategies are utilized.
- The EPP's Candidate classroom observation form focuses more on the delivery of the instruction (i.e. the candidate presented well, had good classroom management, etc.) with little regard to variations to increase student learning, as indicated in the standards, primarily Standard 4, Instructional Strategies, and Standard 11, Connections among Mathematical Ideas.

The EPP acknowledges this as an area in continued and extended need for improvement. It continues to engage with how to document these performance indicators well, especially with so few completers. The EPP is confident that its proposal to collect "front-end artifacts" produced as candidates student-teach, and the reorganization of the student-teaching seminar as a learning lab as outlined in the introduction to this document, will yield sufficient improvement in this area. The EPP also now understands how the enhancement standards and INTASC standards intersect and will map its curriculum to meet those standards.

- ***Recommended Action on Mathematics***

☐ Approved

☐ Conditionally Approved

- ☐ Insufficient Evidence
- ☐ Lack of Completers
- ☐ New Program

☒ Not Approved

IDAHO FOUNDATION STANDARDS FOR SCIENCE TEACHERS

Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.

Knowledge

1(a) The teacher knows the history and nature of science and scientific theories.
1(b) The teacher understands the science content with in the context of the Idaho Science Content Standards within their appropriate certification.
1(c) The teacher understands the concepts of form and function.
1(d) The teacher understands the interconnectedness among the science disciplines.
1(e) The teacher understands the process of scientific inquiry: investigate scientific phenomena, interpret findings, and communicate results.
1(f) The teacher knows how to construct deeper understanding of scientific phenomena through study, demonstrations, and laboratory and field activities.
1(g) The teacher understands the importance of accurate and precise measurements in science and reports measurements in an understandable way.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.1 Knowledge		X	

1.1 Analysis – A combination of course syllabi, required coursework, and scope/sequences provide acceptable evidence that teacher candidates demonstrate an understanding of the central concepts, tools of inquiry, and structures of the science disciplines. Secondary science candidates complete an undergraduate degree in a science content area (biology, chemistry, physics) before completing their education minor. Through this approach, candidates develop considerable scientific knowledge. The secondary science methods course (EDU541) provides candidates opportunities to translate their knowledge of and experiences with science at the university level into teaching and learning contexts for secondary students during their internship placement and beyond. Evidence from EDU 541 demonstrates that candidates are taught to focus instruction through the lens of the Idaho State Science Standards/Next Generation Science Standards and emphasize methods of science instruction aligned with current standards and recent changes in science teaching. Evidence provided by the EPP aligned with all knowledge indicators.

Sources of Evidence

- Required course Syllabi
- Praxis scores
- Candidate transcripts

Performance

1(h) The teacher provides students with opportunities to view science in its cultural and historical context by using examples from history and including scientists of both genders and from varied social and cultural groups.
1(i) The teacher continually adjusts curriculum and activities to align them with new scientific data.
1(j) The teacher provides students with a holistic, interdisciplinary understanding of concepts in life, earth systems/space, physical, and environmental sciences.
1(k) The teacher helps students build scientific knowledge and develop scientific habits of mind.
1(l) The teacher demonstrates competence in investigating scientific phenomena, interpreting findings, and communicating results.
1(m) The teacher models and encourages the skills of scientific inquiry, including creativity, curiosity, openness to new ideas, and skepticism that characterize science.
1(n) The teacher creates lessons, demonstrations, and laboratory and field activities that effectively communicate and reinforce science concepts and principles.
1(o) The teacher engages in scientific inquiry in science coursework.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.2 Performance		X	

1.2 Analysis – Candidate lesson plans and unit plans along with limited examples of student work provide acceptable evidence that teacher candidates create learning experiences that make science subject matter meaningful for students. Evidence was provided across each subject area: biology, chemistry, and physics. Evidence provided by the EPP aligned with most performance indicators.

Sources of Evidence

- Candidate science units
- Candidate lab projects
- Candidate unit plan and assignment rubric from candidate portfolio
- Candidate lesson plans

Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.

Knowledge

2(a) The teacher knows how students construct scientific knowledge and develop scientific habits of mind.
2(b) The teacher knows commonly held conceptions and misconceptions about science and how they affect student learning.

Standard 2 Knowledge of Human Development and Learning	***Unacceptable***	***Acceptable***	***Exemplary***
2.1 Knowledge		X	

2.1 Analysis – Syllabi and required coursework provide acceptable evidence that teacher candidates understand how students learn and develop, and provide opportunities that support their intellectual, social, and personal development. In the secondary science methods course (EDU 451) candidates explore historical and current philosophies on science teaching. Evidence provided by the EPP aligned with knowledge indicators.

Sources of Evidence

- Syllabi, scope/sequence, and assignment descriptions
- Candidate portfolios
- Interview with methods instructor

Performance

2(c) The teacher identifies students' conceptions and misconceptions about the natural world.

2(d) The teacher engages students in constructing deeper understandings of the natural world.

Standard 2 Knowledge of Human Development and Learning	***Unacceptable***	***Acceptable***	***Exemplary***
2.2 Performance		X	

2.2 Analysis – Candidate lesson plans, reflections, and limited student work samples provide evidence that teacher candidates understand how students learn and develop, and provide opportunities to support their intellectual, social, and personal development. Some examples were provided to demonstrate how teaching candidates administer pre-tests to check for prior knowledge and understanding. Candidate-created assignments involved students pursuing inquiry and research-based learning tasks. Evidence provided by the EPP aligned with all performance indicators.

Sources of Evidence

- Candidate lesson plans and assessment
- Candidate work sample
- Candidate reflections in professional portfolios
- Observation and interview with recent completer

Standard 3: Modifying Instruction for Individual Needs Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities to meet students' diverse needs and experiences.

Standard 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop students' critical thinking, problem solving, and performance skills.

Knowledge

4(a) The teacher understands how to apply mathematics and technology to analyze, interpret, and display scientific data.
4(b) The teacher understands how to implement scientific inquiry.
4(c) The teacher understands how to engage students in making deeper sense of the natural world through careful orchestration of demonstrations of phenomena for larger groups when appropriate.
4(d) The teacher understands how to use research based best practices to engage students in learning science.

Standard 4 Multiple Instructional Strategies	***Unacceptable***	***Acceptable***	***Exemplary***
4.1 Knowledge		X	

4.1 Analysis – A combination of evidence from EPP coursework in science (including assignment examples) and interviews with faculty, demonstrates that teacher candidates understand and use a variety of instructional strategies to develop students' critical thinking, problem solving, and performance skills. Evidence provided by the EPP aligned with all knowledge indicators. Interview with EDU 541 (secondary science methods) instructor described how an emphasis was placed on the Idaho State Science Standards and unpacking the three dimensional approach to the standards and utilizing them as a best practice for developing standards-based instruction. Textbook utilizes a variety of strategies with video vignettes that are analyzed in class (indicator 4d).

Sources of Evidence

- Required course syllabi
- Candidate instructional strategies binders
- Interview with adjunct faculty

Performance

4(e) The teacher applies mathematical derivations and technology in analysis, interpretation, and display of scientific data.
4(f) The teacher uses instructional strategies that engage students in scientific inquiry and that develop scientific habits of mind.

4(g) The teacher engages students in making deeper sense of the natural world through careful orchestration of demonstrations of phenomena for larger groups when appropriate

Standard 4 Multiple Instructional Strategies	***Unacceptable***	***Acceptable***	***Exemplary***
4.2 Performance		X	

4.2 Analysis – A combination of candidate lesson plans, observations, an interview with a recent completer, and an interview with adjunct faculty provide acceptable evidence that teacher candidates understand and use a variety of instructional strategies to develop students' critical thinking, problem solving, and performance skills. In secondary science methods course, candidates develop demonstrations of scientific phenomena, develop labs that match phenomena and standards, and practice delivering instruction to groups of adults and students. An interview with EDU 541 (secondary science methods) instructor described a specific and detailed activity from the course where the candidate took a topic from a HS physics text, identified the key phenomena, created a demonstration of the key phenomena, and developed a lab activity and assessment. The candidate practiced this learning context with a group of teachers and HS students, who positioned themselves as learners and asked authentic questions as they worked through the lesson. Evidence provided by the EPP aligned with all performance indicators.

Sources of Evidence

- Candidate portfolio
- Observation and interview with recent completer
- Interview with adjunct faculty

Standard 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster inquiry, collaboration, and supportive interaction in and beyond the classroom.

Knowledge

6(a) The teacher knows how to use a variety of interfaced electronic hardware and software for communicating data.

6(b) The teacher knows how to use graphics, statistical, modeling, and simulation software, as well as spreadsheets to develop and communicate science concepts.

6(c) The teacher understands technical writing as a way to communicate science concepts and processes.

Standard 6 Communication Skills	*Unacceptable*	*Acceptable*	*Exemplary*
6.1 Knowledge		X	

6.1 Analysis – Interviews with department chairs from biology, chemistry, and physics along with examples of lab syllabi provide evidence that teacher candidates demonstrate an adequate understanding of how to use a variety of communication techniques to foster inquiry, collaboration, and supportive interaction in and beyond the classroom. Specifically, faculty described several applications of technical writing where candidates received instruction on how to produce technical writing and revise/refine writing. In these examples, candidates were explicitly taught essential components of technical report writing. Some candidates have opportunities to co-author research with faculty. Candidates use a variety of hardware and software in the lab components of their science courses. Evidence provided by the EPP aligned with all knowledge indicators.

Sources of Evidence

- Interview with department chairs
- Required course assignment guidelines
- Student research conference at College of Idaho
- Interview with adjunct faculty

Performance

6(d) The teacher models the appropriate scientific interpretation and communication of scientific evidence through technical writing, scientific posters, multimedia presentations, and electronic communications media.

6(e) The teacher engages students in sharing data during laboratory investigation to develop and evaluate conclusions.

6(f) The teacher engages students in the use of computers in laboratory/field activities to gather, organize, analyze, and graphically present scientific data.

6(g) The teacher engages students in the use of computer modeling and simulation software to communicate scientific concepts.

Standard 6 Communication Skills	*Unacceptable*	*Acceptable*	*Exemplary*
6.2 Performance	X		

6.2 Analysis – Insufficient evidence was provided to demonstrate that teacher candidates use a variety of communication techniques to foster inquiry, collaboration, and supportive interaction in and beyond the classroom. Some lesson plans that could have potentially met the standard were provided in the evidence, but a lack of student work samples connected to these lessons

made it difficult to determine if/how students were using various modes of communication and technology. Evidence provided by the EPP aligned with half of the performance indicators.

Sources of Evidence

- Candidate interview
- Candidate portfolio

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, curriculum goals, and instructional strategies.

Standard 8: Assessment of Student Learning - Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine teaching effectiveness.

Standard 9: Professional Commitment and Responsibility - The teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of teaching.

Knowledge

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.

Standard 9 Professional Commitment and Responsibility	***Unacceptable***	***Acceptable***	***Exemplary***
9.1 Knowledge		X	

9.1 Analysis – A combination of course syllabi, interviews with subject matter faculty, and candidate research projects demonstrate that candidates have knowledge of research related to their science content area (biology, chemistry, physics) and the practice of teaching. In a variety of science contexts, candidates are required to interact with research related to their science content area. Candidates also consider current practices of teaching and learning science in the EDU 541 secondary science methods course. Evidence provided by the EPP aligned with all knowledge indicators.

Sources of Evidence

- Required course syllabi
- Interview with College faculty
- Capstone independent research project
- Required course assignments

Performance

9(c) The teacher incorporates current research related to student learning of science into science curriculum and instruction.

9(d) The teacher incorporates current scientific research findings into science curriculum and instruction.

Standard 9 Professional Commitment and Responsibility	***Unacceptable***	***Acceptable***	***Exemplary***
9.2 Performance	X		

9.2 Analysis – EPP provided insufficient evidence to demonstrate ways in which teaching candidates incorporate current research findings from science into instructional contexts used in the classroom with students. Some evidence (acquired via interview) was provided to demonstrate how candidates are taught to consider current research behind the new Idaho State Science Standards. However, missing from the evidence were examples of lessons or activities that candidates built upon or related to current research in science. Evidence provided by the EPP aligned with two out of two performance indicators; however, this evidence was limited in scope.

Sources of Evidence

- Interview with recent completer
- Interview with adjunct faculty

Standard 10: Partnerships- The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.

Standard 11: Safe Learning Environment – The science teacher provides for a safe learning environment.

Knowledge

11(a) The teacher knows how to select materials that match instructional goals as well as how to maintain a safe environment.

11(b) The teacher is aware of available resources and standard protocol for proper disposal of waste materials.

11(c) The teacher knows how to properly care for, inventory, and maintain materials and equipment.

11(d) The teacher is aware of legal responsibilities associated with safety.

11(e) The teacher knows the safety requirements necessary to conduct laboratory and field activities and demonstrations.

11(f) The teacher knows how to procure and use Material Safety Data Sheets (MSDS).

Standard 11 Safe Learning Environment	*Unacceptable*	*Acceptable*	*Exemplary*
11.1 Knowledge		X	

11.1 Analysis – Syllabi, required coursework, and university lab safety requirements provide evidence that teacher candidates demonstrate an adequate understanding of the science teacher's responsibility to provide for a safe learning environment. All secondary science candidates complete an undergraduate degree in a science content area (e.g. biology, chemistry, physics) and complete a comprehensive collection of lab-based courses. Candidates must review and sign off on MSDS sheets for each chemical used in lab. Evidence provided by the EPP aligned with all knowledge indicators.

Sources of Evidence

- Course syllabi from science labs
- Required Lab safety course syllabi
- Research students required to complete annual lab safety training and pass test with 100% in order to receive access to research labs
- Candidate signed lab safety contracts
- Required course syllabi

Performance

11(g) The teacher develops instruction that uses appropriate materials and ensures a safe environment.
11(h) The teacher creates and ensures a safe learning environment by including appropriate documentation of activities.
11(i) The teacher makes informed decisions about the use of specific chemicals or performance of a lab activity regarding facilities and student age and ability.
11(j) The teacher models safety at all times.
11(k) The teacher makes use of Material Safety Data Sheet (MSDS) and storage information for laboratory materials.
11(l) The teacher creates lesson plans and teaching activities consistent with appropriate safety considerations.
11(m) The teacher evaluates lab and field activities for safety.
11(n) The teacher evaluates a facility for compliance to safety regulations.
11(o) The teacher uses safety procedures and documents safety instruction.
11(p) The teacher demonstrates the ability to acquire, use, and maintain materials and lab equipment.
11(q) The teacher implements laboratory, field, and demonstration safety techniques

Standard 11 Safe Learning Environment	*Unacceptable*	*Acceptable*	*Exemplary*
11.2 Performance		X	

11.2 Analysis – Candidate work samples and lessons provide evidence of teacher candidate performance related to the science teacher's responsibility to provide for a safe learning environment. Adequate emphasis is placed on lab safety and through the EDU 451 course, candidates are provided multiple opportunities to develop labs and perform labs with students. There is evidence in the professional portfolios that candidates are integrating lab safety into their intern experiences. Evidence provided by the EPP aligned with 11 of 11 performance indicators.

Sources of Evidence

- Candidate lesson plans
- Lab Safety Assignments
- Required course assignments

Standard 12: Laboratory and Field Activities - The science teacher demonstrates competence in conducting laboratory, and field activities.

Knowledge

12(a) The teacher knows abroad range of laboratory and field techniques.
12(b) The teacher knows strategies to develop students' laboratory and field skills.

Standard 12 Laboratory and Field Activities	*Unacceptable*	*Acceptable*	*Exemplary*
12.1 Knowledge		X	

12.1 Analysis – Syllabi, required coursework, and university lab safety requirements provide evidence that teacher candidates demonstrate competence in conducting laboratory, and field activities. All secondary science candidates complete an undergraduate degree in a science content area (e.g. biology, chemistry, physics) and complete a comprehensive collection of lab-based courses. Evidence provided by the EPP aligned with all knowledge indicators.

Sources of Evidence

- Required course syllabi
- Lab Safety Assignments
- Required course assignments
- Adjunct faculty interview

Performance

12(c) The teacher engages students in a variety of laboratory and field techniques.

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.

Standard 12 Laboratory and Field Activities	*Unacceptable*	*Acceptable*	*Exemplary*
12.2 Performance		X	

12.2 Analysis – Candidate work samples and lesson plans were provided, but the scope of materials shows minimal evidence of teacher candidate competence in conducting laboratory, and field activities. Evidence provided by the EPP aligned with all performance indicators.

Sources of Evidence

- Candidate lesson plans
- Candidate required safety assignment
- Candidate interview

Summary

Type of Standard	Total Number of Standards	Unacceptable	Acceptable	Exemplary
Knowledge	7		7	
Performance	7	2	5	

Areas for Improvement

- In many instances, standards were found to be acceptable (minimum of three pieces of evidence and 75% of indicators met) in large part due to evidence gained from interviews with faculty and program completers. A lack of digital and hard copy evidence provided by the EPP made it difficult to mark standards as acceptable without these supplemental interviews. Overall, digital and hard copy evidence was limited in scope.
- Knowledge standards were better supported by evidence than performance standards. Generally speaking, performance standards were characterized by a lack of robust evidence, which was restricted to candidate professional portfolios. These portfolios were generally limited in scope in terms of lessons, unit plans, assessments, data, and samples of student work. A systematic approach by the EPP to collecting and documenting candidate unit plans, lessons, assessments, and samples of student work/achievement would allow the program to more effectively demonstrate its impact on candidate development and its work toward meeting standards.

Recommended Action on Science Foundation Standards

☐ Approved

☒ **Conditionally Approved**

☒ **Insufficient Evidence**

☒ **Lack of Completers**
☐ New Program

☐ Not Approved

IDAHO STANDARDS FOR BIOLOGY TEACHERS

Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.

Knowledge

1(a) The teacher understands that there are unifying themes in biology, including levels from molecular to whole organism.
1(b) The teacher knows the currently accepted taxonomy systems used to classify living things.
1(c) The teacher understands scientifically accepted theories of how living systems evolve through time.
1(d) The teacher understands how genetic material and characteristics are passed between generations and how genetic material guide cell and life processes.
1(e) The teacher knows biochemical processes that are involved in life functions.
1(f) The teacher knows that living systems interact with their environment and are interdependent with other systems.
1(g) The teacher understands that systems in living organisms maintain conditions necessary for life to continue.
1(h) The teacher understands the cell as the basis for all living organisms and how cells carry out life functions.
1(i) The teacher understands how matter and energy flow through living and non-living systems.
1(j) The teacher knows how the behavior of living organisms changes in relation to environmental stimuli.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.1 Knowledge		X	

1.1 Analysis – A combination of course syllabi, required coursework, sample lesson plans, assignments, and scope/sequences provide acceptable evidence that teacher candidates demonstrate an adequate understanding of understands the central concepts, tools of inquiry, and structures of the discipline taught. Candidates in this program compete an undergraduate degree in biology before completing their education minor. Through this approach, candidates in the program develop extensive science content knowledge. Evidence provided by the EPP aligned with all knowledge indicators.

Sources of Evidence

- Required course syllabi
- Required course assignment guidelines
- Candidate Praxis scores

Performance

1(k) The teacher assists students in understanding how living things impact/change their environment and how the physical environment impacts/changes living things.

1(l) The teacher helps students understand how the principles of genetics apply to the flow of characteristics from one generation to the next.

1(m) The teacher helps students understand how genetic "information" is translated into living tissue and chemical compounds necessary for life.

1(n) The teacher helps students understand accepted scientific theories of how life forms have evolved through time and the principles on which these theories are based.

1(o) The teacher helps students understand the ways living organisms are adapted to their environments.

1(p) The teacher helps students understand the means by which organisms maintain an internal environment that will sustain life.

1(q) The teacher helps students classify living organisms into appropriate groups by the current scientifically accepted taxonomic techniques.

1(r) The teacher helps students understand a range of plants and animals from one-celled organisms to more complex multi-celled creatures composed of systems with specialized tissues and organs.

1(s) The teacher helps students develop the ability to evaluate ways humans have changed living things and the environment of living things to accomplish human purposes (e.g., agriculture, genetic engineering, dams on river systems, burning fossil fuels, seeding clouds, and making snow).

1(t) The teacher helps students understand that the cell, as the basis for all living organisms, carries out life functions

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.2 Performance		X	

1.2 Analysis – Candidate lesson plans and samples of student work provide acceptable evidence demonstrating that teaching candidates create learning experiences that make these aspects of subject matter meaningful for students. Lesson plans reflected a range of experiences and topics from introduction lessons to more advanced investigations and inquiries. Evidence provided by the EPP aligned with most performance indicators. However, evidence was limited in scope due to a lack of completers.

Sources of Evidence

- Candidate portfolio examples including student work.
- Candidate lesson plan and assessment
- Candidate interview

Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities to meet students' diverse needs and experiences.

Standard 4: Multiple Instructional Strategies - Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

Standard 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster learning and communication skills in the classroom.

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, curriculum goals, and instructional strategies.

Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine teaching effectiveness.

Standard 9: Professional Commitment and Responsibility- The teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of teaching.

Standard 10: Partnerships - The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.

Summary

Type of Standard	Total Number of Standards	Unacceptable	Acceptable	Exemplary
Knowledge	1		1	
Performance	1		1	

Areas for Improvement

- Lack of performance evidence and completers were limiting factors in the review of this program. Knowledge standards were better supported by evidence than performance standards. Generally speaking, performance standards were characterized by a lack of robust and varied evidence, which was restricted to candidate professional portfolios. These portfolios were generally limited in scope in terms of lessons, unit plans, assessments, data, and samples of student work. A systematic approach by the EPP to collecting and documenting candidate unit plans, lessons, assessments, and samples of student

work/achievement would allow the program to more effectively demonstrate its impact on candidate development and its work toward meeting standards.

Recommended Action on Biology

☐ Approved

☒ **Conditionally Approved**

- ☐ **Insufficient Evidence**
- ☒ **Lack of Completers**
- ☐ New Program

☐ Not Approved

IDAHO STANDARDS FOR CHEMISTRY TEACHERS

Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.

Knowledge

1(a) The teacher has a broad knowledge of mathematical principles, including calculus, and is familiar with the connections that exist between mathematics and chemistry.
1(b) The teacher understands the subdivisions and procedures of chemistry and how they are used to investigate and explain matter and energy.
1(c) The teacher understands that chemistry is often an activity organized around problem solving and demonstrates ability for the process.
1(d) The teacher understands the importance of accurate and precise measurements in chemistry and reports measurements in an understandable way.
1(e) The teacher understands the importance of accurate and precise measurements in science and reports measurements in an understandable way.
1(f) The teacher knows matter contains energy and is made of particles (subatomic, atomic and molecular).
1(g) The teacher can identify and quantify changes in energy and structure.
1(h) The teacher understands the historical development of atomic and molecular theory.
1(i) The teacher knows basic chemical synthesis to create new molecules from prec? Molecules
1(j) The teacher understands the organization of the periodic table and can use it to predict physical and chemical properties.
1(k) The teacher knows the importance of carbon chemistry and understands the nature of chemical bonding and reactivity of organic molecules.
1(l) The teacher understands the electronic structure of atoms and molecules and the ways quantum behavior manifests itself at the molecular level.
1(m) The teacher has a fundamental understanding of quantum mechanics as applied to model systems (e.g., particles in a box).
1(n) The teacher understands the role of energy and entropy in chemical reactions and knows how to calculate concentrations and species present in mixtures at equilibrium.
1(o) The teacher knows how to use thermodynamics of chemical systems in equilibrium to control and predict chemical and physical properties.
1(p) The teacher understands the importance of research in extending and refining the field of chemistry and strives to remain current on new and novel results and applications.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.1 Knowledge		X	

1.1 Analysis – A combination of course syllabi, required coursework, sample lesson plans, assignments, and scope/sequences provide acceptable evidence that teacher candidates demonstrate an adequate understanding of the central concepts, tools of inquiry, and structures of the discipline taught. Students in this program compete an undergraduate degree in chemistry before completing their education minor. Through this approach, candidates in the program develop extensive science content knowledge. Evidence provided by the EPP aligned with all knowledge indicators.

Sources of Evidence

- Required course syllabi
- Candidate Portfolio and other assignment work
- Candidate Praxis scores

Performance

1(q) The teacher consistently reinforces the underlying themes, concepts, and procedures of the basic areas of chemistry during instruction, demonstrations, and laboratory activities to facilitate student understanding.

1(r) The teacher models the application of mathematical concepts for chemistry (e.g., dimensional analysis, statistical analysis of data, and problem-solving skills).

1(s) The teacher helps the student make accurate and precise measurements with appropriate units and to understand that measurements communicate precision and accuracy.

1(t) The teacher helps the student develop strategies for solving problems using dimensional analysis and other methods.

1(u) The teacher helps the student understand that matter is made of particles and energy and that matter and energy are conserved in chemical reactions.

1(v) The teacher helps the student understand the composition of neutral and ionic atoms and molecules.

1(w) The teacher helps the student learn the language and symbols of chemistry, including the symbols of elements and the procedures for naming compounds and distinguishing charged states.

1(x) The teacher helps the student understand the structure of the periodic table and the information that structure provides about chemical and physical properties of the elements.

1(y) The teacher helps the student begin to categorize and identify a variety of chemical reaction types.

1(z) The teacher helps the student understand stoichiometry and develop quantitative relationships in chemistry.

1(aa) The teacher helps the student understand and apply modern atomic, electronic and bonding theories.

1(bb) The teacher helps the student understand ionic and covalent bonding in molecules and predict the formula and structure of stable common molecules.

1(cc) The teacher helps the student understand the quantitative behavior of gases.

1(dd) The teacher helps the student understand and predict the qualitative behavior of the liquid and solid states and determine the intermolecular attraction of various molecules.
1(ee) The teacher helps the student understand molecular kinetic theory and its importance in chemical reactions, solubility, and phase behavior.
1(ff) The teacher helps the student understand the expression of concentration and the behavior and preparation of aqueous solutions.
1(gg) The teacher helps the student understand and predict the properties and reactions of acids and bases.
1(hh) The teacher helps the student understand chemical equilibrium in solutions.
1(ii) The teacher helps the student understand and use chemical kinetics.
1(jj) The teacher helps the student understand and apply principles of chemistry to fields such as earth science, biology, physics, and other applied fields.
1(kk) The teacher helps the student learn the basic organizing principles of organic chemistry.
1(ll) The teacher can do chemical calculations in all phases using a variety of concentration units including pH, molarity, number density, molality, mass and volume percent, parts per million and other units.
1(mm) The teacher can prepare dilute solutions at precise concentrations and perform and understand general analytical procedures and tests, both quantitative and qualitative.
1(nn) The teacher can use stoichiometry to predict limiting reactants, product yields and determine empirical and molecular formulas.
1(oo) The teacher can correctly name acids, ions, inorganic and organic compounds, and can predict the formula and structure of stable common compounds.
1(pp) The teacher can identify, categorize and understand common acid-base, organic and biochemical reactions.
1(qq) The teacher can demonstrate basic separations in purifications in the lab, including chromatography, crystallization, and distillation.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.2 Performance	X		

1.2 Analysis – Limited evidence was provided to demonstrate that the teacher candidate creates learning experiences that make these aspects of subject matter meaningful for students. Evidence provided by the EPP aligned with minimal performance indicators.

Sources of Evidence

- Candidate lesson plans

Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities to meet students' diverse needs and experiences.

Standard 4: Multiple Instructional Strategies - Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

Standard 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster learning and communication skills in the classroom.

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, curriculum goals, and instructional strategies.

Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine teaching effectiveness.

Standard 9: Professional Commitment and Responsibility- The teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of teaching.

Standard 10: Partnerships - The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.

Summary

Type of Standard	Total Number of Standards	Unacceptable	Acceptable	Exemplary
Knowledge	1		1	
Performance	1	1		

Areas for Improvement

- Lack of performance evidence and completers were limiting factors in the review of this program. Knowledge standards were better supported by evidence than performance standards. Generally speaking, performance standards were characterized by a lack of robust and varied evidence, which was restricted to candidate professional portfolios. These portfolios were generally limited in scope in terms of lessons, unit plans, assessments, data, and samples of student work. A systematic approach by the EPP to collecting and documenting candidate unit plans, lessons, assessments, and samples of student work/achievement would allow the program to more effectively demonstrate its impact on candidate development and its work toward meeting standards.

Recommended Action on Chemistry

☐ Approved

☒ **Conditionally Approved**

- ☒ **Insufficient Evidence**
- ☒ **Lack of Completers**
- ☐ New Program

☐ Not Approved

IDAHO STANDARDS FOR PHYSICS TEACHERS

Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.

Knowledge

1(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.

1(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.

1(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.

1(d) The teacher understands contemporary physics events, research, and applications.

1(e) The teacher knows multiple explanations and models of physical phenomena and the process of developing and evaluating explanations of the physical world.

1(f) The teacher knows the historical development of models used to explain physical phenomena.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.1 Knowledge		X	

1.1 Analysis – A combination of course syllabi, required coursework, sample lesson plans, assignments, and scope/sequences provide acceptable evidence that teacher candidates demonstrate an adequate understanding of the central concepts, tools of inquiry, and structures of the discipline taught. Candidates in this program compete an undergraduate degree in physics before completing their education minor. Through this approach, candidates in the program develop extensive science content knowledge. Evidence provided by the EPP aligned with six out of the six knowledge indicators.

Sources of Evidence

- Required course syllabi
- Candidate sample lessons
- Candidate Praxis scores

Performance

1(g) The teacher engages students in developing and applying conceptual models to describe the natural world.

1(h) The teacher engages students in testing and evaluating physical models through direct comparison with the phenomena via laboratory and field activities and demonstrations.

1(i) The teacher engages students in the appropriate use of mathematical principles in examining and describing models for explaining physical phenomena.

1(j) The teacher engages student in the examination and consideration of the models used to explain the physical world.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.2 Performance	X		

1.2 Analysis – Only one piece of evidence was provided that matched performance indicators. This piece of evidence related to half indicators. Evidence was limited to a single candidate's portfolio.

Sources of Evidence

- Candidate portfolio

Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities to meet students' diverse needs and experiences.

Standard 4: Multiple Instructional Strategies - Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

Standard 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster learning and communication skills in the classroom.

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, curriculum goals, and instructional strategies.

Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine teaching effectiveness.

Standard 9: Professional Commitment and Responsibility- The teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of teaching.

Standard 10: Partnerships - The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.

Summary

Type of Standard	Total Number of Standards	Unacceptable	Acceptable	Exemplary
Knowledge	1		1	
Performance	1	1		

Areas for Improvement

- Lack of performance evidence and completers were limiting factors in the review of this program. Knowledge standards were better supported by evidence than performance standards. Generally speaking, performance standards were characterized by a lack of robust and varied evidence, which was restricted to candidate professional portfolios. These portfolios were generally limited in scope in terms of lessons, unit plans, assessments, data, and samples of student work. A systematic approach by the EPP to collecting and documenting candidate unit plans, lessons, assessments, and samples of student work/achievement would allow the program to more effectively demonstrate its impact on candidate development and its work toward meeting standards.

Recommended Action on Physics

☐ Approved

☒ **Conditionally Approved**

- ☒ **Insufficient Evidence**
- ☒ **Lack of Completers**
- ☐ New Program

☐ Not Approved

IDAHO FOUNDATION STANDARDS FOR SOCIAL STUDIES TEACHERS

Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.

Knowledge

1(a) The teacher has a broad knowledge base of the social studies and related disciplines (e.g., history, economics, geography, political science, behavioral sciences, and humanities).

1(b) The teacher understands the ways various governments and societies have changed over time.

1(c) The teacher understands ways in which independent and interdependent systems of trade and production develop.

1(d) The teacher understands the impact that cultures, religions, technologies, social movements, economic systems, and other factors have on civilizations.

1(e) The teacher understands the responsibilities and rights of citizens in the United States political system, and how citizens exercise those rights and participate in the system.

1(f) The teacher understands geography affects relationships between people, and environments over time.

1(g) The teacher understands the appropriate use of primary and secondary sources (i.e., documents, artifacts, maps, graphs, charts, tables, and statistical data) in interpreting social studies concepts.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.1 Knowledge		X	

1.1 Analysis – Syllabi, required coursework, candidate lesson plans, interviews with instructors, candidates and completers, and candidate work samples provide evidence that teacher candidates demonstrate an adequate understanding of the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students. All indicators were met.

Sources of Evidence

- Content Area Praxis Scores
- Candidate Work Samples
- Course Syllabi
- Candidate Interviews
- Completer Interviews
- Course Instructor Interviews

Performance

1(h) The teacher demonstrates chronological historical thinking
1(i) The teacher compares and contrasts various governments and cultures in terms of their diversity, commonalties, and interrelationships.
1(j) The teacher integrates knowledge from the social studies in order to prepare students to live in a world with limited resources, cultural pluralism, and increasing interdependence.
1(k) The teacher incorporates current events, global perspectives, and scholarly research into the curriculum.
1(l) The teacher uses primary and secondary sources (i.e., documents, artifacts, maps, graphs, charts, tables, and data interpretation) when presenting social studies concepts.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.2 Performance		X	

1.2 Analysis – Syllabi, required coursework, candidate lesson plans, interviews with instructors, candidates and completers, and candidate work samples provide evidence that teacher candidates demonstrate an adequate performance regarding the instruction of social studies concepts. The exception being, 1(k), incorporating current events, global perspectives, and scholarly research into the curriculum. No evidence or artifacts were provided for this indicator.

Sources of Evidence

- Content Area Praxis Scores
- Candidate Work Samples
- Course Syllabi
- Candidate Interviews
- Completer Interviews
- Course Instructor Interviews

Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.

Knowledge

2(a) The teacher understands the influences that contribute to intellectual, social, and personal development.
2(b) The teacher understands the impact of student environment on student learning.

Standard 2 Knowledge of Human Development and Learning	***Unacceptable***	***Acceptable***	***Exemplary***
2.1 Knowledge	X		

2.1 Analysis – The evidence provided for Standard 2: Knowledge of Human Development and Learning was incomplete. Course syllabi and candidate interviews provided some evidence for Standard 2. However, a lack of supporting artifacts impacted the outcome. In both 2(a) and 2(b) artifacts such as work samples or lessons from candidates were not available for review.

Sources of Evidence

- Course Syllabi
- Candidate Interviews

Performance

2(c) The teacher provides opportunities for students to engage in civic life, politics, and government.

Standard 2 Knowledge of Human Development and Learning	***Unacceptable***	***Acceptable***	***Exemplary***
2.2 Performance		X	

2.2 Analysis – Syllabi, required coursework, candidate lesson plans, interviews with instructors, candidates and completers, and candidate work samples provide evidence that teacher candidates demonstrate an adequate performance for Standard 2: Knowledge of Human Development and Learning.

Sources of Evidence

- Candidate Work Samples
- Course Syllabi
- Candidate Interviews
- Completer Interviews
- Course Instructor Interviews

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities to meet students' diverse needs and experiences.

Standard 4: Multiple Instructional Strategies - Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

Standard 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster learning and communication skills in the classroom.

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, curriculum goals, and instructional strategies.

Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine teaching effectiveness.

Standard 9: Professional Commitment and Responsibility- The teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of teaching.

Standard 10: Partnerships - The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.

Summary

Type of Standard	Total Number of Standards	Unacceptable	Acceptable	Exemplary
Knowledge	2	1	1	
Performance	2		2	

Areas for Improvement

- A system for collecting artifacts and data for The College of Idaho Education Department review and program development

Recommended Action on Social Studies Foundation Standards

☐ Approved

☒ Conditionally Approved
- ☒ Insufficient Evidence
- ☒ Lack of Completers
- ☐ New Program

☐ Not Approved

IDAHO STANDARDS FOR GOVERNMENT & CIVICS TEACHERS

Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.

Knowledge

1(a) The teacher understands the relationships between civic life, politics, and government.
1(b) The teacher understands the foundations of government and constitutional and principles of the United States political system.
1(c) The teacher understands the organization of local, state, federal, and tribal governments, and how power and responsibilities are organized, distributed, shared, and limited as defined by the United States Constitution.
1(d) The teacher understands the importance of international relations (e.g., evolution of foreign policy, national interests, global perspectives, international involvements, human rights, economic impacts, and environmental issues).
1(e) The teacher understands the role of public policy in shaping the United States political system.
1(f) The teacher understands the civic responsibilities and rights of all individuals in the United States (e.g., individual and community responsibilities, participation in the political process, rights and responsibilities of non-citizens, and the electoral process).
1(g) The teacher understands the characteristics of effective leadership.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.1 Knowledge		X	

1.1 Analysis – Syllabi, required coursework, candidate lesson plans, interviews with instructors, candidates and completers, and candidate work samples provide evidence that teacher candidates demonstrate an adequate understanding of the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students. The exceptions being 1(f) and 1(g). Little evidence or artifacts were provided in these specific areas.

Sources of Evidence

- Content Area Praxis Scores
- Candidate Work Samples
- Course Syllabi
- Candidate Interviews
- Completer Interviews
- Course Instructor Interviews

Performance

1(h) The teacher promotes student engagement in civic life, politics, and government.
1(i) The teacher demonstrates comprehension and analysis of the foundations and principles of the United States political system and the organization and formation of the United States government.
1(j) The teacher demonstrates comprehension and analysis of United States foreign policy and international relations.
1(k) The teacher integrates global perspectives into the study of civics and government.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.2 Performance	X		

1.2 Analysis – While some evidence provided through completer and cooperating teacher interviews was provided, the EPP failed to demonstrate through artifacts, data, and evidence that candidates are prepared to meet 1(h) the teacher promotes student engagement in civic life, politics, and government or 1(k) the teacher integrates global perspectives into the study of civics and government.

Sources of Evidence

- Cooperating Teacher Interviews
- Completer Interviews

Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities to meet students' diverse needs and experiences.

Standard 4: Multiple Instructional Strategies - Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

Standard 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster learning and communication skills in the classroom.

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, curriculum goals, and instructional strategies.

Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine teaching effectiveness.

Standard 9: Professional Commitment and Responsibility- The teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of teaching.

Standard 10: Partnerships - The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.

Summary

Type of Standard	Total Number of Standards	Unacceptable	Acceptable	Exemplary
Knowledge	1	0	1	0
Performance	1	1	0	0

Areas for Improvement

- A system for collecting artifacts and data for College of Education review and program development

Recommended Action on Government and Civics

☐ Approved

☒ Conditionally Approved – Insufficient Evidence
- ☒ Insufficient Evidence
- ☒ Lack of Completers
- ☐ New Program

☐ Not Approved

IDAHO STANDARDS FOR HISTORY TEACHERS

Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.

Knowledge

1(a) The teacher understands themes and concepts in history (e.g., exploration, expansion, migration, immigration).
1(b) The teacher understands the political, social, cultural, and economic responses to industrialization and technological innovation.
1(c) The teacher understands how international relations impacted the development of the United States.
1(d) The teacher understands how significant compromises and conflicts defined and continue to define the United States.
1(e) The teacher understands the political, social, cultural, and economic development of the United States.
1(f) The teacher understands the political, social, cultural, and economic development of the peoples of the world.
1(g) The teacher understands the impact of gender, race, ethnicity, religion, and national origin on history.
1(h) The teacher understands the appropriate use of primary and secondary sources (i.e., documents, artifacts, maps, graphs, charts, tables, and statistical data) in interpreting social studies concepts.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.1 Knowledge		X	

1.1 Analysis – Syllabi, required coursework, candidate lesson plans, interviews with instructors, candidates and completers, and candidate work samples provide evidence that teacher candidates demonstrate an adequate understanding of the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students. No evidence was found to indicate 1(d) knowledge was happening in any required courses.

Sources of Evidence

- Content Area Praxis Scores
- Candidate Work Samples
- Course Syllabi
- Candidate Interviews
- Completer Interviews

- Course Instructor Interviews

Performance

1(i) The teacher makes connections between political, social, cultural, and economic themes and concepts.
1(j) The teacher incorporates the issues of gender, race, ethnicity, religion, and national origin into the examination of history.
1(k) The teacher facilitates student inquiry on how international relationships impact the United States.
1(l) The teacher relates the role of conflicts to continuity and change across time.
1(m) The teacher demonstrates an ability to research, analyze, and interpret history.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.2 Performance	X		

1.2 Analysis – While some evidence provided through completer and cooperating teacher interviews was shown, the EPP failed to demonstrate through artifacts, data, and evidence that candidates are prepared to meet *1(i) The teacher makes connections between political, social, cultural, and economic themes and concepts, 1(j) The teacher incorporates the issues of gender, race, ethnicity, religion, and national origin into the examination of history 1(k) The teacher facilitates student inquiry on how international relationships impact the United States, 1(l) The teacher relates the role of conflicts to continuity and change across time.*

Sources of Evidence

- Cooperating Teacher Interviews
- Completer Interviews

Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities to meet students' diverse needs and experiences.

Standard 4: Multiple Instructional Strategies - Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

Standard 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster learning and communication skills in the classroom.

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, curriculum goals, and instructional strategies.

Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine teaching effectiveness.

Standard 9: Professional Commitment and Responsibility- The teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of teaching.

Standard 10: Partnerships - The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.

Summary

Type of Standard	Total Number of Standards	Unacceptable	Acceptable	Exemplary
Knowledge	1	0	1	0
Performance	1	1	0	0

Areas for Improvement

- A system for collecting artifacts and data for College of Education review and program development

Recommended Action on History

☐ Approved

☒ Conditionally Approved – Lack of Completers
- ☒ Insufficient Evidence
- ☒ Lack of Completers
- ☐ New Program

☐ Not Approved

IDAHO FOUNDATION STANDARDS FOR VISUAL AND PERFORMING ARTS TEACHERS

Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.

Knowledge

1(a) The teacher understands the history and foundation of arts education.
1(b) The teacher understands the processes and content of the arts discipline being taught.
1(c) The teacher understands the relationships between the arts and how the arts enhance a comprehensive curriculum.
1(d) The teacher understands how to interpret, critique, and assess the arts discipline being taught.
1(e) The teacher understands the cultural and historical contexts surrounding works of art.
1(f) The teacher understands that the arts communicate, challenge, and influence cultural and societal values.
1(g) The teacher understands the aesthetic purposes of the arts and that arts involve a variety of perspectives and viewpoints (e.g., formalist, feminist, social, and political).
1(h) The teacher understands how to select and evaluate a range of artistic subject matter and ideas appropriate for students' personal and/or career interests.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.1 Knowledge		X	

Analysis – Course catalog and syllabi descriptions of art, music, and theatre classes show that the history and foundations, processes and content of each discipline have sufficient depth. No evidence was presented to show how the arts enhance a comprehensive curriculum. Assessing, interpreting, and critiquing the arts disciplines are all taught in college course classes and were observable in the candidate orchestra class. Cultural and historical contexts, societal values, and aesthetical purposes are included in most of the college course catalog descriptions.

Sources of Evidence

- Course catalog descriptions of theatre, music, and art classes
- Syllabi of some courses give detailed lessons of different cultural and historical foundations, as well as opportunities for critiques
- Two candidate portfolios (art, music) show strengths in foundational knowledge
- Candidate classroom observation and interview

Performance

1(i) The teacher provides students with a knowledge base of historical, critical, performance, and aesthetic concepts.
1(j) The teacher helps students create, understand, and become involved in the arts relevant to students' interests and experiences.
1(k) The teacher demonstrates technical and expressive proficiency in the particular arts discipline being taught.
1(l) The teacher helps students identify relationships between the arts and a comprehensive curriculum.
1(m) The teacher provides instruction to make a broad range of art genres and relevant to students.
1(n) The teacher instructs students in making interpretations and judgments about their own artworks and the works of other artists.
1(o) The teacher creates opportunities for students to explore a variety of perspectives and viewpoints related to the arts.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.2 Performance	X		

1.1 Analysis - Music candidate thesis regarding ensemble performance and action research, a portfolio lesson plan and picture of a candidate's work with elementary students experiencing music appreciation, a video clip on YouTube showing a middle school choir performance of a Chinese song, and various candidates' lesson plans provide evidence that teacher candidates **in music** demonstrate performance of standards 1i through 1k and 1m through 1o. No clear evidence was provided for 1l.

PERFORMANCE FOUNDATION STANDARDS FOR THEATRE AND ART WERE MISSING. Interviews with theatre dept. chair and art dept. chairs confirm that no EDUCATION candidates have been in these programs for several years (art), or only two currently in their sophomore and junior years (theatre), so there are not currently any connections between the disciplines and education classes. The performance standards for art and theatre candidates are based on the candidates' professional work in the trade, NOT FOR TEACHING P-12 STUDENTS.

Sources of Evidence

- *Music Candidate assignments*
- *Music Candidate lesson plan and reflection*
- *Department Chair Interviews*

Response regarding 1(l) The teacher helps students identify relationships between the arts and a comprehensive curriculum.

Although the visiting team indicated that music was "acceptable," the team reported that we were weak in the area of 1(l). Because of our liberal-arts curriculum our students are immersed in a comprehensive curriculum. This is reinforced and deepened in our music curriculum, particularly in our music theory and history courses that focus on contexts, aesthetics, and writing. Interdisciplinary exploration is embraced in our small classrooms where students bring a wealth of diverse information from a variety of disciplines into our discussions.

Once thoroughly indoctrinated as liberal-arts thinkers (i.e. multi-disciplinary) our students very naturally do this in the classroom. This is reinforced and required in our MUS 442 Music Methods and Materials course, where students/teachers are trained to think about music as part of a larger, more holistic curriculum and to recognize that music can reinforce many of the core objectives of K-12 learning (writing, history, global learning, etc.). As evidence, see the summary lesson plan of one of our students (VPA Artifact 1).

Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities to meet students' diverse needs and experiences.

Standard 4: Multiple Instructional Strategies - Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

Standard 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster learning and communication skills in the classroom.

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, curriculum goals, and instructional strategies.

Knowledge

7(a) The teacher understands state standards for the arts discipline being taught and how to apply those standards in instructional planning.

7(b) The teacher understands that the processes and tools necessary for communicating ideas in the arts are sequential, holistic, and cumulative.

Standard 7 Instructional Planning Skills	***Unacceptable***	***Acceptable***	***Exemplary***

7.1 Knowledge	X		

7.1 Analysis – Music candidate portfolios all showed various examples of artifacts used to demonstrate understanding of the 10 INTASC standards, but not the Idaho Content Standards (**Standard 7a**). Only two candidates referenced the Idaho Content standards, and in each case these were incidental references instead of the integral application of the standards used in instructional planning. Theater and Art portfolios did not provide evidence of indicators for Standard 7.

Sources of Evidence

- Candidate portfolios (music only)
- Candidate lesson plans (music only)
- Candidate audit file notes (music only)

Performance

7(c) The teacher incorporates state standards for the arts discipline in his or her instructional planning.
7(d) The teacher demonstrates that the processes and uses of the tools necessary for the communication of ideas in the arts are sequential, holistic, and cumulative.

Standard 7 Instructional Planning Skills	***Unacceptable***	***Acceptable***	***Exemplary***
7.2 Performance	X		

7.2 Analysis – Little or no evidence was provided to indicate that teacher candidates could incorporate state content standards for the arts discipline in instructional planning nor demonstrate that the processes and uses of the tools necessary for communication of ideas.

Sources of Evidence

- Candidate portfolio (music only)

Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine teaching effectiveness.

Knowledge

8(a) The teacher understands assessment strategies specific to the creative process.
8(b) The teacher understands the importance of providing appropriate opportunities for students to demonstrate what they know and can do in the arts.

8(c) The teacher understands how arts assessments enhance evaluation and student performance across a comprehensive curriculum (e.g. portfolio, critique, performance/presentation).

Standard 8 Assessment of Student Learning	***Unacceptable***	***Acceptable***	***Exemplary***
8.1 Knowledge	X		

8.1 Analysis – Course catalog descriptions, syllabi, candidate lesson plans, candidate and faculty interviews, art candidate unofficial transcript for 500 level courses, candidate portfolios provide evidence that teacher candidates demonstrate an adequate understanding of Standard 8a in all three subject disciplines. However, since these assessments are related to knowledge in the professional world, no evidence exists for Standards 8b and 8c as relating to PreK-12 students in the art and theatre departments. Music candidates do show some understanding of Standards 8b and 8c in their portfolios, lesson plans, candidate classroom observation, and one candidate interview.

Sources of Evidence

- Candidate interview (music only)
- Candidate portfolio (music only)
- Candidate lesson plans (music only)
- Course catalog descriptions and syllabi
- Candidate personal files

Because the artifacts for music were deemed acceptable, we contend that we will satisfy these standards once we no longer certify in Art and Drama.

Performance

8(d) The teacher assesses students' learning and creative processes as well as finished products.

8(e) The teacher provides appropriate opportunities for students to display, perform, and be assessed for what they know and can do in the arts.

8(f) The teacher provides a variety of arts assessments to evaluate student performance.

Standard 8 Assessment of Student Learning	***Unacceptable***	***Acceptable***	***Exemplary***
8.2 Performance	X		

8.2 Analysis – Music portfolios, lesson plans, candidate interview, and classroom observation demonstrate student assessments, opportunities for student performance, and both written and performance assessments are an important part of the music ed. candidate's practice. There is no evidence provided that candidates in art and theatre would be able to show how performance assessment can help inform PreK-12 students' learning progress.

Sources of Evidence

- Candidate portfolios (music only)
- Candidate lesson plans (music only)
- Candidate observation (music only)

Because the artifacts for music were deemed acceptable, we contend that we will satisfy these standards once we no longer certify in Art and Drama.

Standard 9: Professional Commitment and Responsibility- the teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of teaching.

Knowledge

9(a) The teacher understands the importance of continued professional growth in his or her discipline

Standard 9 Professional Commitment and Responsibility	***Unacceptable***	***Acceptable***	***Exemplary***
9.1 Knowledge	X		

9.1 Analysis – Music candidates' portfolios show self-reflection on practice and the recognition of the need for continued professional growth (9a). However, because of a lack of professional commitment instruction, a music candidate's audit file clearly shows commitment and responsibility misunderstandings between the cooperating teacher, the candidate, and the EPP department chair. This candidate's self-reflection in her Danielson Domain Four portfolio also states that her building instructional coach and high school principal have provided her with the professional instructional leadership she has needed that did not come in her pre-service education.

No evidence was provided from theatre and art candidates to show those candidates "engaged in the purposeful mastery of the art and science of teaching." The theatre and art departments (as expressed in interviews with the department chairs) are focused on candidates working in the field professionally, not on teacher preparation.

Sources of Evidence

- Candidate portfolios (music only)
- Music audit file documents
- Interviews with art, music, and theatre department chairs

Response to 9.1

Although we were deemed "acceptable" for standard 9.1, our auditors provided a critique that we have had difficulty understanding. It appears that we were faulted for what our candidates learned during their internships. We believe our auditors misinterpreted one of our student's comments, or specifically, over-read the student's comments about learning new things as some type critique on being underprepared for teaching in their internships. Perhaps we misunderstand, but we heartily believe that significant amounts of learning should be acquired in the actual classroom environment and that new knowledge—or more often old knowledge that now seems new, once experienced—should be gained in the internship. It is in fact because of the depth of learning that occurs during this experiential learning that we require our students to complete a full year of internship. See also See Maggie Tollman and Britany Delong's Professional Portfolio, for Danielson Domain 4, Professional Responsibilities.

http://delongbv.wixsite.com/teacher-portfolio/domain-four

http://maggietolman22.wixsite.com/mysite/domain-4

Performance

9(b) The teacher contributes to his or her discipline (e.g., exhibits, performances, publications, and presentations).

Standard 9 Professional Commitment and Responsibility	***Unacceptable***	***Acceptable***	***Exemplary***
9.2 Performance		X	

9.2 Analysis – Art, music, and theatre candidates all are involved in community exhibits (Senior Art Exhibit), clinics, workshops, and performances for music, and theatrical productions (9b).

Sources of Evidence

- Candidate portfolios (music)
- Senior Art Exhibit photos
- Interviews with art, music, and theatre department chairs

Standard 10: Partnerships - The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.

Knowledge

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.

Standard 10 Partnerships	***Unacceptable***	***Acceptable***	***Exemplary***
10.1 Knowledge	X		

10.1 Analysis – Music candidates' portfolios, music methods 442 syllabus, and music candidate interview show Standards 10a and 10b being met. However, no such evidence for "school/district arts program" was evidenced for art and theatre candidates. The art candidate's secondary methods class was in math, not art.

Sources of Evidence

- Candidate portfolio (music)
- Music Methods 442 syllabus
- Music candidate interview

Response to 10a, 10b

As mentioned in our review, music showed evidence of achieving these standards. It was only art and theatre that were deficient. Due to our dropping art and theatre endorsement areas, we have not included additional evidence.

Performance

10(c) The teacher promotes the arts for the enhancement of the school and the community.

10(d) The teacher selects and creates art exhibits and performances that are appropriate for different audiences.

Standard 10 Partnerships	***Unacceptable***	***Acceptable***	***Exemplary***
10.2 Performance	X		

10.2 Analysis – Music candidate portfolios contained reflections regarding student concert programs, actual paper copies of concert programs, and photos/videos of students in concert performances, thereby meeting Standards 10c and 10d. Senior Art exhibit photos and college theatre productions show exhibits and performances for the community audiences, but no audience appropriateness criteria for PreK-12 students was evidenced for the art and theatre candidates.

Sources of Evidence

- Candidate portfolio reflections (music)
- Music concert programs
- Photos and videos of music students presenting concerts for school and community audiences

Response to 10c, 10d
According to the report, music provided adequate evidence, but theatre and art were deficient. Due to our dropping these areas, no additional information has been included.

Standard 11: Learning Environments - The teacher creates and manages a safe, productive learning environment.

Knowledge

11(a) The teacher knows the procedures for safely handling, operating, storing, and maintaining the tools and equipment appropriate to his or her art discipline.
11(b) The teacher understands the use and management of necessary performance and exhibit technologies specific to his or her discipline.

Standard 11 Learning Environments	***Unacceptable***	***Acceptable***	***Exemplary***
11.1 Knowledge	X		

11.1 Analysis – Syllabi for required coursework in art, music, and theatre demonstrate an adequate understanding of safety issues in each discipline (11a). Music candidate lesson plans provide additional evidence that MUSIC teacher candidates demonstrate an adequate understanding of 11a. No evidence was provided from any of the three disciplines to address standard 11b.

Sources of Evidence

- Required coursework syllabi for art, music, and theatre classes
- Music candidates' lesson plans

Response to 11b: The teacher understands the use and management of necessary performance and exhibit technologies specific to his or her discipline.

As indicated in the report, our music curriculum has adequately demonstrated teaching our students about safety regarding the use of instruments and healthy practices with the voice, but we were deemed deficient in demonstrating our teaching regarding the management of performance technologies.

This standard is new for us, and so we are currently trying to unpack the meaning of this standard. Because our music students are regularly performing, and thus using the technology of their various

instruments, these issues are one of the key areas of focus in applied lessons and ensemble rehearsals. Health sound production is taught repeatedly. All music education students are also required to complete two semesters of conducting, which could considered a performance practice/method and perhaps a technology.

Although the standard is not clear in regards to music, we also wonder if the standard specifically means "electronic" technologies. Although our musicians most often perform without the assistance of electronic technology or other mediating technologies, last year we introduced a new course into our curriculum—MUS 220 Introduction to Music Technology (see VPA Artifact 2). Currently this course is not required of our music education students, although it has been highly recommended to them due to the shift on the music world towards recorded performances. Students in MUS-220 Introduction to Music Technology learn about the physics of sound, microphones and recording equipment, music notation software, and sound editing and synthesis software. When learning about the physics of sound, students learn about decibel levels and hearing safety. The recording, sound editing, and music notation components of the course equip students to edit and create musical scores and parts, record live performances, and use basic editing and effects on sound files. MUS-220 is a practical course, and one way students demonstrate proficiency is through properly setting up a sound system and making archival recordings of Music Department concerts and recitals.

Performance

11(c) The teacher ensures that students have the skills and knowledge necessary to accomplish art tasks safety.
11(d) The teacher manages the simultaneous activities that take place daily in the arts classroom.
11(e) The teacher operates and manages necessary performance and exhibit technology specific to his or her discipline in a safe manner.

Standard 11 Learning Environments	***Unacceptable***	***Acceptable***	***Exemplary***
11.2 Performance	X		

11.2 Analysis – Music candidate classroom layouts (11d) show simultaneous activity areas. No evidence was provided for Standards 11c and 11e from any of the three arts disciplines.

Sources of Evidence

- Candidate portfolio (music)

Response to 11c The teacher ensures that students have the skills and knowledge necessary to accomplish art tasks safety.

As indicated in the state's review and our report we have taught our music students about safety issues. However, due to the shift in standards we have not historically either asked our students to perform this function as a teacher. And although they may have taught some of these things, we have not asked them to document this standard.

To remedy this, we will build onto our already existing safety module in our MUS 442 Music Methods and Materials course to include an activity in which the students develop and practice teaching a mini lesson regarding safety.

Response to 11(e) The teacher operates and manages necessary performance and exhibit technology specific to his or her discipline in a safe manner.

As mentioned in our response to 11(b) above, we are seeking some clarity regarding this standard as it applies to music. However, we believe we are partially addressing this with one of our music education requirements. Our music education students are require to complete a Pedagogy and Practicum course their senior year. In this course, our student shadow one of our conductors to learn how to run a rehearsal and performance. Ultimately in this course the student educator will conduct one of the college ensembles on at least one piece (see VPA Artifact 3, the program for a Sinfonia concert in which one of our music-education students is the guest conductor). In this course, students are also trained on the technical repair and maintenance of instruments (see Artifact 4, the syllabus for the MUS-443 String Pedagogy and Practicum course). Due to our almost constant emphasis in all of our lessons and ensembles on healthy performance practices, we can further develop this area on the pedagogy and practicum courses and have our student conductors teach healthy performance techniques. In each instance, the EPP recognizes the need to collect artifacts of candidates performing the standard in their own practice. The EPP will work with methods instructors and student-teaching supervisors to collect those artifacts in the future.

Summary

Type of Standard	Total Number of Standards	Unacceptable	Acceptable	Exemplary
Knowledge	6	5	1	
Performance	6	5	1	

Areas for Improvement

- Art and theatre departments need to develop programs for education preparation
- Music department needs to strengthen education preparation program

Recommended Action on Visual Arts Foundation Standards

☐ Approved

☐ Conditionally Approved
- ☐ Insufficient Evidence
- ☐ Lack of Completers
- ☐ New Program

☒ Not Approved

IDAHO STANDARDS FOR MUSIC TEACHERS

Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.

Knowledge: The teacher understands and knows how to teach:

1(a) Singing, alone and with others, a varied repertoire of music.
1(b) Performing on instruments, alone and with others, a varied repertoire of music.
1(c) Improvising melodies, variations, and accompaniments.
1(d) Composing and arranging music within specified guidelines.
1(e) Reading and notating music.
1(f) Listening to, analyzing, and describing music.
1(g) Evaluating music and music performances.
1(h) Understanding relationships between music, the other arts, and disciplines outside the arts.
1(i) Understanding music in relation to history and culture.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.1 Knowledge		X	

1.1 Analysis – Syllabi, required coursework, candidate and dept. chair interviews, and portfolios provide evidence that teacher candidates demonstrate an adequate understanding of Standards 1a-1i .

Sources of Evidence

- Music course syllabi
- Music major required course list
- Music candidate interview
- Music dept. chair interview
- Music candidates portfolios

Performance: The teacher is able to demonstrate and teaches:

1(j) Singing, alone and with others, a varied repertoire of music.
1(k) Performing on instruments, alone and with others, a varied repertoire of music.
1(l) Improvising melodies, variations, and accompaniments.
1(m) Composing and arranging music within specified guidelines.
1(n) Reading and notating music.
1(o) Listening to, analyzing, and describing music.
1(p) Evaluating music and music performances.
1(q) Understanding relationships between music, the other arts, and disciplines outside the arts.

1(r) Understanding music in relation to history and culture

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.2 Performance		X	

1.2 Analysis – Candidate and dept. chair interviews, music candidate portfolios, candidate transcripts, and lesson plans provide evidence that teacher candidates demonstrate performance of 1j-1r.

Sources of Evidence

- Candidate interview
- Dept. chair interview
- Candidate portfolios
- Candidate transcript
- Candidate lesson plans

Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities to meet students' diverse needs and experiences.

Standard 4: Multiple Instructional Strategies - Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

Standard 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster learning and communication skills in the classroom.

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, curriculum goals, and instructional strategies.

Knowledge

7(a) The teacher understands and knows how to design a variety of musical learning opportunities for students that demonstrate the sequential, holistic, and cumulative processes of music education

Standard 7 Instructional Planning Skills	*Unacceptable*	*Acceptable*	*Exemplary*
7.1 Knowledge		X	

7.1 Analysis – Syllabi, required coursework, candidate lesson plans, and candidate portfolios provide evidence that teacher candidates demonstrate an adequate understanding of Standard 7a.

Sources of Evidence

- Course syllabi
- Required Coursework
- Candidate lesson plans
- Candidate portfolios

Performance

7(b) The teacher is able to teach and engage students in a variety of musical learning opportunities that demonstrate the sequential, holistic, and cumulative processes of music education.

Standard 7 Instructional Planning Skills	*Unacceptable*	*Acceptable*	*Exemplary*
7.2 Performance		X	

7.2 Analysis – Candidate classroom observation, candidate portfolios, YouTube video clip, and candidate lesson plans provide evidence that sequential, holistic, and cumulative processes are utilized by music teacher candidates to meet Standard 7b.

Sources of Evidence

- Classroom observation
- Candidate portfolios
- YouTube video
- Candidate lesson plans

Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine teaching effectiveness.

Standard 9: Professional Commitment and Responsibility- The teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of teaching.

Standard 10: Partnerships - The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.

Summary

Type of Standard	Total Number of Standards	Unacceptable	Acceptable	Exemplary
Knowledge	2	0	2	0
Performance	2	0	2	0

Areas for Improvement

- Formalize a more structured program for music education.
- Create a standard portfolio requirement checklist.

Recommended Action on Music

☐ Approved

☐ Conditionally Approved
- ☐ Insufficient Evidence
- ☐ Lack of Completers
- ☐ New Program

☒ Not Approved

Due to Foundational Standards not being approved.

IDAHO STANDARDS FOR THEATRE ARTS TEACHERS

Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.

Knowledge

1(a) The teacher knows the history of theater as a form of entertainment and as a societal influence.
1(b) The teacher knows the basic theories and processes of play writing.
1(c) The teacher understands the history and process of acting and its various styles.
1(d) The teacher understands the elements and purpose of design and technologies specific to the art of theater (e.g., set, make-up, costume, lighting, and sound).
1(e) The teacher understands the theory and process of directing theater.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.1 Knowledge		X	

1.1 Analysis – Required coursework, department chair interview, and course syllabi provide evidence of adequately meeting Standards 1a-1e.

Sources of Evidence

- Catalog course descriptions
- Course syllabi
- Department chair interview

Performance

1(f) The teacher incorporates various styles of acting techniques to communicate character and to honor the playwright's intent.
1(g) The teacher supports individual interpretation of character, design, and other elements inherent to theater.
1(h) The teacher demonstrates proficiency in all aspects of technical theatre.
1(i) The teacher is able to direct shows for public performance.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.2 Performance	X		

1.2 Analysis – According to the theatre department chair, the theatre program at College of Idaho is focused on preparing candidates to work in the theatre industry, or to continue study for an MFA in another institution. The candidate artifacts provided are geared toward the individual

candidate's performance and learning, rather than preparing candidates to teach theatre to students in PreK-12 schools.

Sources of Evidence

- Department chair interview
- Candidate portfolio

Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities to meet students' diverse needs and experiences.

Standard 4: Multiple Instructional Strategies - Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

Standard 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster learning and communication skills in the classroom.

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, curriculum goals, and instructional strategies.

Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine teaching effectiveness.

Standard 9: Professional Commitment and Responsibility- The teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of teaching.

Standard 10: Partnerships - The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.

Standard 11: Learning Environment- The teacher creates and manages a safe, productive learning environment.

Knowledge

11(a) The teacher understands how to safely operate and maintain the theatre facility.
11(b) The teacher understands how to safely operate and maintain technical theatre equipment.
11(c) The teacher understands OSHA and State Safety standards specific to the discipline.

11(d) The teacher understands how to safely manage the requirements unique to the drama classroom (e.g. stage combat, choreography, blocking, rigging, etc.).

Standard 11 Safety and Management	***Unacceptable***	***Acceptable***	***Exemplary***
11.1 Knowledge		X	

11.1 Analysis – The required coursework and syllabi, candidate portfolio reflections, along with the department chair interview show the candidates' preparation and understanding of Standards 11a-11c. No evidence was provided to show a candidate's understanding of managing the safety requirements to the drama classroom (11d).

Sources of Evidence

- Required coursework and syllabi
- Candidate portfolio reflections
- Department chair interview

Performance

11(e) The teacher can safely operate and maintain the theatre facility.
11(f) The teacher can safely operate and maintain technical theatre equipment.
11(g) The teacher employs OSHA and State Safety standards specific to the discipline.
11(h) The teacher can safely manage the requirements unique to the drama classroom (e.g. stage combat, choreography, blocking, rigging, etc.).

Standard 11 Safety and Management	***Unacceptable***	***Acceptable***	***Exemplary***
11.2 Performance		X	

11.2 Analysis – The interview with the department chair and candidate portfolios show the performance safety standards of 11e to 11g are met. Since the theatre department is preparing candidates to work in the theatre industry, the portfolio entries show the candidate's own performance in the theatre, not the ability to safely manage a drama classroom (11h).

Sources of Evidence

- Department chair interview
- Candidate portfolios
- Candidate resumes

Summary

Type of Standard	Total Number of Standards	Unacceptable	Acceptable	Exemplary
Knowledge	2	0	2	0
Performance	2	1	1	0

Areas for Improvement

- Devise a program to prepare candidates to teach in secondary classrooms, not just work in the theatre industry or go on to graduate school.

Recommended Action on Drama

☐ Approved

☐ Conditionally Approved
- ☐ Insufficient Evidence
- ☐ Lack of Completers
- ☐ New Program

☒ Not Approved

The EPP accepts the findings of this review and will no longer seek to license candidates to teach Drama.

IDAHO STANDARDS FOR VISUAL ARTS TEACHERS

Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.

Knowledge

1(a) The teacher understands a variety of media, styles, and techniques in multiple art forms.
1(b) The teacher has knowledge of individual artists' styles and understands the historical movements and cultural contexts of those works.
1(c) The teacher understands the elements and principles of art and how they relate to quality in works of art.
1(d) The teacher understands art vocabulary, its relevance to art interpretation, its relationship to other art forms and to disciplines across the curriculum.
1(e) The teacher understands how to use the creative process (brainstorm, research, rough sketch, final product, and reflection) and how to write an artist's statement.
1(f) The teacher understands the value of visual art as an expression of our culture and possible career choices.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.1 Knowledge		X	

1.1 Analysis – A review of candidate portfolios, coursework, audit file documents, and interviews with the co-chairs of the art department provide evidence of strong subject matter knowledge (1a-1f). Though art vocabulary and interpretation is evident in required coursework, there is no evidence to support the understanding of art forms and disciplines "across the curriculum" (last part of standard 1d)

Sources of Evidence

- Candidate portfolios
- Audit file documents
- Interviews with art department co-chairs
- Required coursework

Performance

1(g) The teacher applies a variety of media, styles, and techniques in multiple art forms.
1(h) The teacher instructs students in individual artist styles and understands historical movements and cultural context of those works.

1(i) The teacher applies the elements and principles of art and how they relate to quality in works of art.
1(j) The teacher applies art vocabulary, its relevance to art interpretation, and relationship to other art forms and to disciplines across the curriculum.
1(k) The teacher demonstrates how to use the creative process (brainstorm, research, rough sketch, final product) and how to write an artist statement.
1(l) The teacher creates an emotionally safe environment for individual interpretation and expression in the visual arts.
1(m) The teacher makes reasoned and insightful selections of works of art to support teaching goals.
1(n) The teacher provides opportunities for students to collect work over time (portfolio) to reflect on their progress, and to exhibit their work.
1(o) The teacher creates opportunities for students to realize the value of visual art as an expression of our culture and possible career choices.

Standard 1 Knowledge of Subject Matter	***Unacceptable***	***Acceptable***	***Exemplary***
1.2 Performance	X		

1.2 Analysis – The senior art exhibit and portfolio provide evidence of Standards 1g, 1i, 1k, and partial evidence of 1j. The other performance standards requiring classroom student involvement (1h, partial 1j, 1l, 1m, 1n, 10) are not adequately supported with evidence from candidate portfolios.

Sources of Evidence

- Senior art exhibit
- Candidate portfolios

Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities to meet students' diverse needs and experiences.

Standard 4: Multiple Instructional Strategies - Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.

Standard 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster learning and communication skills in the classroom.

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, curriculum goals, and instructional strategies.

Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine teaching effectiveness.

Standard 9: Professional Commitment and Responsibility- The teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of teaching.

Standard 10: Partnerships - The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.

Summary

Type of Standard	Total Number of Standards	Unacceptable	Acceptable	Exemplary
Knowledge	1	0	1	0
Performance	1	1	0	0

Areas for Improvement

- Prepare a systemic program of preparation for teaching art in the classroom

Recommended Action on Visual Arts

☐ Approved

☐ Conditionally Approved
- ☐ Insufficient Evidence
- ☐ Lack of Completers
- ☐ New Program

☒ Not Approved

The EPP accepts the findings of this review and will no longer seek to license candidates to teach Art.

IDAHO STANDARDS FOR WORLD LANGUAGES TEACHERS

Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.

Knowledge

1(a) The teacher knows the ACTFL (American Council on the Teaching of Foreign Languages) Proficiency Guidelines for listening, speaking, reading, and writing.
1(b) The teacher knows the target culture(s) in which the language is used.
1(c) The teacher understands key linguistic structures particular to the target language and demonstrates the way(s) in which they compare to English communication patterns.
1(d) The teacher knows the history, arts, and literature of the target culture(s).
1(e) The teacher knows the current social, political, and economic realities of the countries related to the target language.
1(f) The teacher understands how the U.S. culture perceives the target language and culture(s).
1(g) The teacher understands how the U.S. is perceived by the target language culture(s).
1(h) The teacher understands the stereotypes held by both the U.S. and target cultures and the impacts of those beliefs.

Standard 1 Knowledge of Subject Matter	*Unacceptable*	*Acceptable*	*Exemplary*
1.1 Knowledge		X	

1.1 Analysis – Required course syllabi, interviews, and assignments provide minimal evidence that World Language teacher candidates meet knowledge indicators 1(a)-1(h)

Sources of Evidence

- Required course syllabi
- College faculty interview
- Course assignment guidelines

Performance

1(i) The teacher demonstrates advanced level speaking, reading and writing proficiencies as defined in the ACTFL Proficiency Guidelines established by the American Council on the Teaching of Foreign Languages.
1(j) The teacher incorporates into instruction the following activities in the target language: listening, speaking, reading, writing, and culture.
1(k) The teacher promotes the value and benefits of world language learning to students, educators, and the community.
1(l) The teacher uses the target language extensively in formal, informal, and conversational contexts and provides opportunities for the students to do so.

1(m) The teacher provides opportunities to communicate in the target language in meaningful, purposeful activities that simulate real-life situations.
1(n) The teacher systematically incorporates culture into instruction.
1(o) The teacher incorporates discussions of the target culture's contributions to the students' culture and vice-versa.
1(p) The teacher encourages students to understand that culture and language are intrinsically tied.

Standard 1 Knowledge of Subject Matter	*Unacceptable*	*Acceptable*	*Exemplary*
1.2 Performance	X		

1.2 Analysis – Evidence showed one piece of evidence with competency in the teacher having the ability to write in the secondary language, as well as a lesson plan for instruction in the four strands. Missing evidence for the benefit to educators and communities, formal and informal contexts to practice speaking purposefully, instruction evidence, contributions of students' cultures into target's culture, and how language and culture are intrinsically tied.

Sources of Evidence

- Lesson Plan
- Portfolio
- Candidate portfolios

Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.

Knowledge

2(a) The teacher understands that the process of second language acquisition includes the interrelated skills of listening, speaking, reading, and writing.
2(b) The teacher understands that cultural knowledge is essential for the development of second language acquisition.
2(c) The teacher understands the skills necessary to create an instructional environment that encourages students to take the risks needed for successful language learning.
2(d) The teacher knows the methodologies and theories specific to second language acquisition.
2(e) The teacher knows university/college expectations of world languages and the life-long benefits of second-language learning.

Standard 2 Knowledge of Human Development and Learning	*Unacceptable*	*Acceptable*	*Exemplary*
2.1 Knowledge	X		

2.1 Analysis – Evidence received showed acceptable levels of Spanish language in the four domains for the candidate along with a course syllabus explaining language acquisition. Missing were evidence pieces for teacher performance in the areas of using target language in the four domains, cultural knowledge, situations where lower-risk for language practice, and evidence for benefits of learning a second-language.

Sources of Evidence

- Portfolios
- EDU 512 Linguistics Course Description
- College faculty interview

Performance

2(f) The teacher uses a variety of instructional strategies that incorporate culture, listening, reading, writing and speaking in the target language.
2(g) The teacher integrates cultural knowledge into language instruction.
2(h) The teacher builds on the language learning strengths of students rather than focusing on their weaknesses.
2(i) The teacher uses cognates, expressions, and other colloquial techniques common to English and the target language to help further the students' understanding and fluency.
2(j) The teacher explains the world language entrance and graduation requirements at national colleges/universities and the general benefits of second language learning.

Standard 2 Knowledge of Human Development and Learning	*Unacceptable*	*Acceptable*	*Exemplary*
2.2 Performance	X		

2.2 Analysis – Evidence which showed language building on strengths was acceptable, but missing were instructional strategies, fluency skills/practice, and collegiate/graduation requirements.

Sources of Evidence

- Lesson Plan
- Candidate Lesson Reflection

Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities that are adapted to students with diverse needs.

Knowledge

3(a) The teacher understands that gender, age, socioeconomic background, ethnicity, sexual orientation, religious beliefs and other factors play a role in how individuals perceive and relate to their own culture and that of others.

3(b) The teacher understands that students' diverse learning styles affect the process of second-language acquisition.

Standard 3 Modifying Instruction for Individual Needs	*Unacceptable*	*Acceptable*	*Exemplary*
3.1 Knowledge		X	

3.1 Analysis – A telephone interview with an instructor provided evidence for understanding how students' learning/lifestyles affect language acquisition, candidates' portfolios showed evidence of perception and roles played in culture.

Sources of Evidence

- Candidate Portfolios
- EDU 501 Teaching in A Diverse Society course description
- Instructor Interview

Performance

3(c) The teacher plans learning activities that enable students to grasp the significance of language and cultural similarities and differences.

3(d) The teacher differentiates instruction to incorporate the diverse needs of the students' cognitive, emotional and psychological learning styles.

Standard 3 Modifying Instruction for Individual Needs	*Unacceptable*	*Acceptable*	*Exemplary*
3.2 Performance	X		

3.2 Analysis – Evidence was provided by a syllabus, but missing were differentiated instructional pieces to meet students' needs.

Sources of Evidence

- EDU 505 ESL & Bilingual Methods course description

Standard 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop students' critical thinking, problem solving, and performance skills.

Knowledge

4(a) The teacher understands that world languages methodologies continues to change in response to emerging research.

4(b) The teacher understands instructional practices that balances content-focused and form-focused learning.

4(c) The teacher knows instructional strategies that foster higher-level thinking skills such as critical-thinking and problem solving.

Standard 4 Multiple Instructional Strategies	*Unacceptable*	*Acceptable*	*Exemplary*
4.1 Knowledge	X		

4.1 Analysis – No evidence provided.

Sources of Evidence

- No evidence provided.

Performance

4(d) The teacher uses a variety of instructional strategies based on current research to enhance students' understanding of the target language and culture.

4(e) The teacher remains current in second-language pedagogy by means of attending conferences, maintaining memberships in professional organizations, reading professional journals, and/or on-site and on-line professional development opportunities.

4(f) The teacher incorporates a variety of instructional tools such as technology, local experts, and on-line resources to encourage higher-level thinking skills.

Standard 4 Multiple Instructional Strategies	*Unacceptable*	*Acceptable*	*Exemplary*
4.2 Performance	X		

4.2 Analysis – No evidence provided.

Sources of Evidence

- No evidence provided.

Standard 5: Classroom Motivation and Management Skills - Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.

Knowledge

5(a) The teacher understands that, due to the nature of second-language acquisition, students need additional instruction in positive group/pair work and focused practice.

5(b) The teacher knows current practices of classroom management techniques that successfully allow for a variety of activities, such as listening and speaking, that take place in a world language classroom.

Standard 5 Classroom Motivation and Management Skills	*Unacceptable*	*Acceptable*	*Exemplary*
5.1 Knowledge	X		

5.1 Analysis – Little or no evidence was provided to indicate that teacher candidates know classroom motivation and management skills.

Sources of Evidence

- Lesson plan

Performance

5(c) The teacher implements classroom management techniques that use current research-based practices to facilitate group/pair interactions and maintain a positive flow of instruction.

Standard 5 Classroom Motivation and Management Skills	*Unacceptable*	*Acceptable*	*Exemplary*
5.2 Performance	X		

5.2 Analysis – The EPP provided no evidence that teacher candidates are able to implement classroom motivation and management techniques.

Sources of Evidence

- No evidence provided.

Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster inquiry, collaboration, and supportive interaction in and beyond the classroom.

Knowledge

6(a) The teacher understands of the extension and broadening of previously gained knowledge in order to communicate clearly in the target language.

Standard 6 Communication Skills	*Unacceptable*	*Acceptable*	*Exemplary*
6.1 Knowledge	X		

6.1 Analysis – Little or no evidence was provided to indicate that teacher candidates have the communication skills necessary to meet indicator 6(a)

Sources of Evidence

- Required course syllabi

Performance

6(b) The teacher uses a variety of techniques to foster fluency within the target language such as dialogues, songs, open-ended inquiry, non-verbal techniques, guided questions, modeling, role-playing, and storytelling.

Standard 6 Communication Skills	*Unacceptable*	*Acceptable*	*Exemplary*
6.2 Performance	X		

6.2 Analysis – The EPP provided no evidence that teacher candidates could perform the communication skills necessary to meet indicator 6(b)

Sources of Evidence

- No evidence provided.

Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, and curriculum goals.

Knowledge

7(a) The teacher understands how to incorporate the ACTFL Standards for Foreign Language Learning 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.

Standard 7 Instructional Planning Skills	*Unacceptable*	*Acceptable*	*Exemplary*
7.1 Knowledge	X		

7.1 Analysis – The EPP provided no evidence that teacher candidates could meet Instructional Planning Skills standard 7.

Sources of Evidence

- No evidence provided.

Performance

7(d) The teacher incorporates the ACTFL Standards for Foreign Language Learning of communication, cultures, connections, comparisons, and communities into instructional planning.

7(e) 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(f) The teacher designs lesson plans which incorporate the scaffolding necessary to progress from basic level skills to appropriate critical and higher order thinking skills.

Standard 7 Instructional Planning Skills	*Unacceptable*	*Acceptable*	*Exemplary*
7.2 Performance	X		

7.2 Analysis – The EPP provided no evidence that teacher candidates could meet Instructional Planning Skills performance indicators.

Sources of Evidence

- No evidence provided.

Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine program effectiveness.

Knowledge

8(a) The teacher understands the ACTFL Proficiency Guidelines for listening, speaking, reading, and writing.

8(b) The teacher has the skills to assess proficiency in listening, speaking, reading, writing and culture, which is based on a continuum.

8(c) The teacher understands the importance of assessing the content and the form of communication.

Standard 8 Assessment of Student Learning	*Unacceptable*	*Acceptable*	*Exemplary*
8.1 Knowledge	X		

8.1 Analysis – The EPP provided no evidence that teacher candidates were able to gain knowledge necessary to meet indicators under standard 8: Assessment of Student Learning.

Sources of Evidence

- No evidence provided.

Performance

8(d) The teacher motivates the students to reach level-appropriate proficiency based on ACTFL Proficiency Guidelines for listening, speaking, reading, writing, and culture.

8(e) The teacher employs a variety of ways to assess listening, speaking, reading, writing, and culture, using both formative and summative assessments.

8(f) The teacher constructs and uses a variety of formal and informal assessment techniques, including tests in the primary and target languages, to enhance knowledge of individual students, evaluate student performance and progress, and modify teaching and learning strategies.

8(g) The teacher appropriately assesses for both the content and form of communication.

Standard 8 Assessment of Student Learning	*Unacceptable*	*Acceptable*	*Exemplary*
8.2 Performance	X		

8.2 Analysis – The EPP provided no evidence that teacher candidates can meet performance standards for standard 8: Assessment of Student Learning

Sources of Evidence

- No evidence provided.

Standard 9: Professional Commitment and Responsibility - The teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of teaching.

Standard 10: Partnerships - The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.

Knowledge

10(a) The teacher knows about career and other life-enriching opportunities available to students proficient in world languages.

10(b) The teacher knows how to provide opportunities for students and teachers to communicate with native speakers.
10(c) The teacher is able to communicate to the students, parents, and community members the amount of time and energy needed for students to be successful in acquiring a second language.
10(d) The teacher understands the effects of second language study on first language.

Standard 10 Partnerships	*Unacceptable*	*Acceptable*	*Exemplary*
10.1 Knowledge	X		

10.1 Analysis – The EPP provided no evidence that teacher candidates are afforded the opportunity to gain knowledge for standard 10: Partnership.

Sources of Evidence

- No evidence provided.

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 provides opportunities for students to communicate with native speakers of the target language in person or via technology.
10(g) The teacher encourages students to participate in community experiences related to the target culture.
10(h) The teacher communicates to the students, parents, and community members the amount of time and energy needed for students to be successful in acquiring a second language.

Standard 10 Partnerships	*Unacceptable*	*Acceptable*	*Exemplary*
10.2 Performance	X		

10.2 Analysis – The EPP provided no evidence that teacher candidates have the ability to perform the indicators for standard 10.

Sources of Evidence

- No evidence provided.

Summary

Type of Standard	Total Number of Standards	Unacceptable	Acceptable	Exemplary
Knowledge	9	8	1	0
Performance	9	8	1	0

Areas for Improvement

- The World Languages preparation program needs to find ways to meet the missing standards for teacher candidates.

Recommended Action on World Languages

☐ Approved

☐ Conditionally Approved

- ☐ Insufficient Evidence
- ☐ Lack of Completers
- ☐ New Program

X Not Approved

The EPP accepts the findings of this review and will no longer seek to license candidates to teach World Languages.

Idaho State Department of Education
Council for the Accreditation of Educator Preparation (CAEP)
State Team

Site Visit Report

College of Idaho
Department of Education
April 14-17, 2018

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Standard 1. CONTENT AND PEDAGOGICAL KNOWLEDGE

1. Findings for each offsite report task to be verified onsite:

Task(s)

Task	Evidence was or was not verified
EPP needs to provide evidence of completed portfolio rubrics, tracking checkpoints, professional disposition forms, Danielson Frameworks, I-PLPs, as well as feedback from cooperating teachers, supervisors and participating principals.	The task was partially verified. EPP provided inconsistent evidence of completed rubrics tracking checkpoints, professional disposition forms, Danielson Frameworks, and IPLPs. It is unknown how the institution uses this data to inform or drive instructional tasks. The EPP provided interviews with content faculty that clarified content information. Interviews with supervisors and principals were provided as well.
Interviews with participating principals, candidates, completers and supervising teachers are needed to clarify what is done when a candidate is not meeting standards	The task was verified. The EPP provided multiple interviews with candidates, completers, and supervising teachers. The EPP clarified that candidates not meeting standards are dealt with on an individual basis and that a system is in place to counsel students out of the program. However, this process is informal and done on a case-by-case basis. The evidence provided revealed that there is no formal system in place to support candidates.
Access to completed portfolios is needed.	The task was verified. EPP provided many completed portfolios and a narrative as to how portfolios are scored. However, portfolio content and information are not standardized, therefore it is unknown how portfolios are used to drive institutional instruction.

2. Summary regarding completeness and accuracy of evidence related to Standard 1:

a. Summary of findings

The EPP provides evidence to show that their curriculum content is performance based with assessments that reference the 10 InTASC standards. However, the evidence provided does not

demonstrate practical application of the standards into teacher preparation. There is a detailed narrative for each standard and supporting evidence for multiple assessments, both State based and EPP created. The base content and pedagogical knowledge is well supported through the multiple syllabi provided, however, it is unknown how the content and knowledge are being tracked over time. The EPP also provides detailed digital portfolios for multiple years of candidates, however, the content of each portfolio varies greatly and there seems to be no system in place for evaluating portfolios. The EPP is based on a Liberal Arts philosophy that has been modified over the years. EPP has created a PEAK (Professional, Ethical, Articulate, and Knowledgeable) curriculum that meets the ideals of the Liberal Arts philosophy and beyond.

Component 1.1

The EPP provided four pieces of evidence: a professional responsibility rubric, a Danielson rubric, a classroom observation form, and a formative midterm assessment. Overall, the EPP-created assessments were evaluated below the minimal level of sufficiency. While evidence was provided during the on-site visit, disaggregated data by specialty licensure area were not applied within a quality assurance system to inform continuous improvement. That is, some data were disaggregated during the visit, but no additional evidence was provided to explain how the data are used. Incomplete data/evidence was presented. As a result, there was inconsistent alignment with indicators on assessments. Additionally, the EPP provides no indicators/measures specific to the application of knowledge.

Component 1.2

The portfolio and dispositions EPP-created assessments were evaluated using the “CAEP evaluation framework for EPP-created assessments.” Neither assessment met levels of sufficiency for use as an evidence item. EPP assessment of planning, implementing, and evaluating learning experiences was conducted informally and was not research-based. There was no documentation provided on candidates’ use of data to reflect on teaching effectiveness or to assess student progress.

Component 1.3

The portfolio and dispositions EPP-created assessments were evaluated using the “CAEP evaluation framework for EPP-created assessments.” Neither assessment met levels of sufficiency for use as an evidence item. The other EPP-created assessments were not reviewed on the evaluation framework because there was not enough evidence provided by the EPP. No or only partial external evidence that candidates apply content and pedagogical knowledge at specialty licensure area levels (SPA or state reports, disaggregated specialty licensure area data, NBCT actions, etc.) were provided. Answers to specific specialty licensure area questions were

incomplete and provided no analysis of data. The EPP provided faculty interviews in the content areas. Faculty were able to confirm candidate knowledge within the content; however, content faculty could not speak to specific education practices.

Component 1.4

When addressing component **1.4** of Standard One EPP-created assessments are evaluated below the minimal level of sufficiency because of the following: Only one or two indicators specific to evaluating proficiencies for college- and career- readiness are provided. Only one or two indicators of candidates' ability to demonstrate differentiation of instruction for diverse learners. Only one or two indicators of candidates' ability to have students apply knowledge to solve problems and think critically. Only one or two indicators of candidate's ability to include cross discipline learning experiences and to teach for transfer of skills. Only one or two indicators of candidate's ability to design and implement learning experiences that require collaboration and communication skills. Although the EPP provided evidence in the form of candidate interviews, completer interviews, faculty interviews, course narratives and student files/ portfolios it is unclear how the EPP uses this evidence to make unit changes.

Component 1.5

When addressing component **1.5** of Standard One EPP-created assessments are evaluated below the minimal level of sufficiency. No or only partial evidence specific to technology standards (e.g., ISTE) in coursework and/or clinical experience. No or only partial evidence specific to demonstrated proficiencies in the use of technology. No or only partial evidence provided on candidates' ability to design and facilitate digital learning. No or partial evidence provided on candidates' ability to track and share student performance data digitally. Although the EPP provided evidence in the form of candidate interviews, completer interviews, faculty interviews, and student files/ portfolios it is unclear how the ISTE standards are taught to and used by candidates.

a. Analysis of Program-Level Data

EPP provided undergraduate benchmark data with Praxis scores that were disaggregated by student. CAEP requires disaggregation by specialty licensure area. Evidence did not provide 3 cycles of data. Evidence was provided but not analyzed including identification of trends, patterns, interpretations and programmatic conclusions.

b. Evidence that is consistent with meeting the standard

EPP provided evidence through interviews with faculty, candidates, completers and cooperating supervisors and teachers that shows a strong connection of informal communication. EPP provided narratives for each EPP created assessment.

c. Evidence that is inconsistent with meeting the standard

Standard 1 requires that all data be disaggregated by specialty licensure area. EPP provided minimal data that was not disaggregated by licensure area and was not analyzed for use.

3. Recommendations for new areas for improvement and/or stipulations including a rationale for each

Area for Improvement:

Area for Improvement	Rationale
Address all four of the InTASC categories to demonstrate candidates understanding of them.	The EPP did not provide sufficient evidence that candidates have a comprehensive understanding of the 10 InTASC standards, nor analysis of it.
Candidates use research and evidence to develop an understanding of the teaching profession and use both to measure their P-12 students' progress and their own professional practice.	EPP provided I-PLPs that did not support candidate measure of their P-12 students' progress.
Address the use of multiple indicators and data collection to inform P-12 students in college and career readiness	EPP provided interviews with faculty, candidates and completers. EPP did not provide multiple indicators/measures specific to evaluating proficiencies for candidates to show knowledge in differentiation, critical thinking, transfer of skills and collaboration to meet the minimum sufficiency requirements.
Create an assessment measurement to ensure that candidates model and apply technology standards.	EPP provided interviews with faculty, candidates and completers. EPP did not provide adequate evidence to meet the minimum sufficiency requirements to demonstrate candidate knowledge and ability to apply technology standards to improve and enrich P-12 student learning and professional practice.

Standard 2. CLINICAL PARTNERSHIPS AND PRACTICE

1. Findings for each offsite report task to be verified onsite:

Task(s)

Task	Evidence was or was not verified
Credentials of each EPP-based clinical educator and school-based clinical educator.	The task was partially verified. An incomplete list of EPP-educator credentials was provided. EPP-based and school-based clinical educators express they communicate often. However, not all EPP faculty supervisors have completed the state required Teachscape Proficiency Exam. A list of school-based clinical educator credentials was provided for the 2017-2018 academic year.
Completed partnership agreements for all site placements and copies provided for review.	The task was not verified. No completed documents were provided for review.
Evaluation data of EPP-based clinical educators and school-based clinical educators and the influence of this data on trainings.	The task was partially verified. Two cycles of evaluation data (not subsequent) of EPP-based clinical educators by candidates was provided. Analysis and narrative describing how the results were used to influence program improvement were not provided. No evidence was provided that school-based clinical educators are evaluated.
Relevant and pertinent training for clinical educators.	The task was not verified. The EPP identified in the document received in the onsite visit titled, “Clinical Supervisor Training,” that “there is no formal process for training clinical supervisors at this time.”
Information from Advisory Committee used to influence program improvement.	The task was partially verified. During an interview, the EPP faculty identified that one program change was made as a result of feedback from the Advisory Committee.
How candidate areas of concern as evident in course performance (or other measures) factor into internship site placement.	The task was partially verified.

	Interviews with EPP faculty provided a description of how program faculty communicate informally to discuss candidate performance concerns. Conversations with school-based clinical faculty addressing candidate concerns occur with EPP faculty. Candidate experiences are changed, as needed, based upon informal communication. No formal, systematic process exists to measure and monitor candidate performance across programs or to use that data to inform program design and delivery.
Incorporation of the Danielson Framework into the observation process.	This task was verified. The observation instrument and the IPLP are aligned to the Danielson Framework.
Candidate placement data available by candidate and by program.	The task was partially verified. Placement data was provided for the internship experience, but not for field experiences prior to the internship experience.
Copies of candidate assessment documents.	The task was verified. Copies of candidate assessment documents specific to lesson observations were provided.
Measurement of candidate impact on student learning, analysis and use of data to impact candidate preparation, and examples of candidate work.	The task was partially verified. Inconsistent examples of candidate impact on student learning were provided in candidate work in individual candidate portfolios. Data is not analyzed or used to impact the preparation program.
Diversity of settings for placement sites by candidate.	The task was partially verified. A list of placements with data specific to student body demographics was provided for student teaching internships by candidate, but not for field experiences prior to the internship experience.

2. Summary regarding completeness and accuracy of evidence related to Standard 2:

b. Summary of findings

Component 2.1

The SSR indicated that the EPP utilizes a Teacher Education Advisory Committee to seek feedback from stakeholders for program assessment and improvement. Interviews with the EPP faculty indicate that the committee meets infrequently, with the last meeting being two years ago. During an interview, EPP faculty indicated one program change based upon committee feedback. As a result of the minimal data provided by the EPP (identified above), the frequency, influence, or impact the committee had on program design and/or improvement appears to be little.

Interviews with EPP faculty indicate that evidence regarding candidate performance is gathered from stakeholders primarily through informal conversations between EPP faculty and cooperating teachers. Performance feedback is provided to candidates during field experience opportunities, and most specifically, their 5th year student teaching experience through lesson observations by both school-based clinical educators and college clinical educators. Candidates, school-based clinical faculty, and EPP faculty report frequent informal feedback based on observations to be a strength of the program. However, the EPP does not have a formal assessment system to track this feedback and use data to make data-driven decisions regarding program design and delivery.

Evidence provided regarding field experience site placements indicate that the process is one-dimensional. That is, the EPP indicated that P-12 administrators largely determine where candidates are placed in 5th year internship and only utilize assessment materials which are used by the school district. Additionally, the EPP indicated that earlier field experience documents are provided to P-12 stakeholders by the EPP. While interviews with college faculty and school-based clinical educators consistently report a program strength is strong communication between one another regarding candidate performance and decisions to help individual candidate growth, no evidence was provided to document a formal shared responsibility model between the EPP and P-12 stakeholders in the following areas:

1. Co-construction of instruments and evaluations
2. Co-construction of criteria for selection of mentor teachers
3. Input into curriculum development

Component 2.2

No evidence was provided to show that EPP and P-12 clinical educators and/or administrators co-construct criteria for selection of clinical educators or make co-selections. While the SSR indicates that the EPP's Placement Coordinator may request cooperating teachers for experiential learning opportunities, the SSR also indicates that largely this decision is left to the building principal. The EPP indicated that it followed State of Idaho Coalition for Educator Preparation (ICEP) guidelines to identify and select college clinical faculty. However, no evidence was provided during the onsite visit to confirm this. A list of cooperating teachers, for one academic year, was provided, and indicated that most selection requirements were met for each selected

individual. However, evidence that selected cooperating teachers were "…co-selected, prepared, evaluated, and retained" and "…receives positive candidate and EPP supervisor evaluations" was not provided.

During the internship experience, candidates are evaluated by cooperating teachers using district approved evaluations. Candidates shared during interviews that they receive frequent feedback from their cooperating teacher both formally and informally to help improve performance and noted this practice as a program strength. During interviews, EPP supervisors articulated that they regularly communicate informally with candidates and cooperating teachers regarding individual candidate improvement. However, how these candidate evaluations are used to inform EPP program evaluation strategies, assessments, and program improvement were not provided.

EPP faculty indicated during interviews that often individual candidate feedback regarding candidate performance in coursework and/or in field experiences was provided informally during advising sessions. Three examples in the SSR provided evidence of correspondence describing intervention and remediation and one example in the SSR provided evidence of correspondence describing an unsuccessful intervention which led to "placement termination." No data was provided to document how attributes are linked to student outcomes and candidate performance.

EPP clinical educators are evaluated by candidates only. Two, non-subsequent cycles of evaluation data were provided for review. A description of how these data are used to inform program effectiveness and improvement was not provided. EPP faculty indicated in an interview that candidate feedback was inconsistently provided but this information influenced EPP faculty members annual evaluations and was addressed through EPP faculty self-reflection. School-based clinical educators are not evaluated. Professional development opportunities, either face-to-face or online, were not identified. The SSR also did not identify evidence of a shared responsibility model between EPP clinical faculty members and school-based personnel.

Component 2.3

The EPP has structured, sequential, and progressive experiential learning opportunities in multiple settings tied to coursework (EDU 202, EDU 304, EDU 305, ED 441) for each candidate as he/she progresses through his/her program, concluding with a year-long internship. During the field experiences preceding the internship, candidates are provided with frequent informal feedback from both cooperating teachers and EPP faculty supervisors. Candidates report in interviews that this frequent feedback is beneficial to their growth as pre-service teachers. EPP faculty shared expectations that candidate performance is expected to increase as they progress through the program and if growth is not evident, EPP faculty will meet individually with candidates to discuss improvement goals. EPP faculty shared during an interview this feedback is provided informally and that data is not analyzed across programs to determine if trends exist in candidate performance. As a result, such data is not formally used to inform program design or delivery.

While cooperating teachers complete evaluation forms during the student teaching internship experience, these results are not aggregated within a unit level data system. Additionally, the EPP faculty shared in an interview that they do not analyze the results or use this data in

aggregate form to inform program design or delivery. EPP-clinical faculty also provide informal and formal evaluation of candidate lesson delivery during the internship. However, these results are not aggregated nor are the data used to inform program design and delivery. EPP faculty indicate that decisions are made on a candidate-by-candidate basis.

The SSR indicates that classroom placements provide an opportunity to engage with a diverse student body. The EPP provided statistics for candidate placements in the 5th year internship indicating most candidates are placed in diverse settings. However, not all placement sites had statistics available for review. Similar documentation was not provided for candidate placement in preceding field experiences. No evidence was provided that candidates have the ability to teach college and career ready standards.

Inconsistent evidence of candidate work was presented in candidate portfolios that candidates use data to guide instructional decision-making, that candidates use technology to track student progress and growth, that candidates and students use technology to enhance learning, or that candidates have a positive impact on P-12 student learning. A classroom observation of an elementary education candidate provided evidence of integration of technology into teaching and learning. Additionally, candidates articulated during interviews examples of how they used data to guide instructional decision making during field experiences in EDU 304, ED 305, ED 441, and the 5th-year internship. However, EPP faculty shared during an interview that they do not have a formal mechanism to evaluate candidate understanding or performance of the integration or use of technology or diversity in their teaching experiences or how candidates have purposefully used formative and summative assessments to measure impact on student learning.

c. Analysis of Program-Level Data

CAEP requires disaggregation by specialty licensure area. Evidence did not provide three cycles of data. Evidence was provided but not analyzed including identification of trends, patterns, interpretations, and programmatic conclusions.

d. Evidence that is consistent with meeting the standard:

1. Department handbook
2. Blank articulation agreement
3. Assessment schedule
4. Internship handbook
5. Demographics by placement site by candidate
6. Candidate, school-based faculty, EPP-based faculty interviews

e. Evidence that is inconsistent with meeting the standard:

1. List of placement sites
2. Evaluation data of EPP-faculty by candidates
3. Lead teacher selection criteria document

3. Recommendations for new areas for improvement and/or stipulations, including a rationale for each:

Area for Improvement:

Area for Improvement	Rationale
A comprehensive plan is needed for training, both online and face-to-face, of clinical educators.	Currently, no plan appears to exist.

Stipulation:

Stipulation	Rationale
A comprehensive plan is needed to collect, analyze, and utilize meaningful candidate performance data in clinical experiences across programs to ensure data-driven decisions are made regarding program design and delivery.	Currently, decisions appear to be made based primarily on informal feedback and on a candidate-by-candidate basis.

Standard 3. CANDIDATE QUALITY, RECRUITMENT, AND SELECTIVITY

1. Findings for each offsite report task to be verified onsite:

Task(s)

Task	Evidence was or was not verified
Results of candidate demographic data is monitored and used in planning and modification of recruitment strategies.	This task was partially verified. Candidate demographic data was provided. Evidence of data being used in planning and modification of recruitment strategies was not verified.
Candidates understanding of all sections of the Code of Ethics from EDU 597 course	This task was not verified. Syllabus was provided for EDU 597 and EDU 301 indicating teaching of Code of Ethics and SPED Law. Data indicating candidate understanding and application was not verified.
Process for determining candidate positive impact on P-12 student learning.	This task was not verified. Evidence of candidate reflection of P-12 student learning was made available in student portfolio. Since the portfolio is not

	standardized and artifacts are self-selected, the process of determining candidate positive impact not verified.
Disaggregated data on admitted and enrolled candidate performance on ACT exam rather than ACT composite distribution for new students enrolled in The College of Idaho.	This task was partially verified. Data provided on candidate ACT and SAT scores were made available. Evidence of data meeting CAEP guidelines was not verified.
Establishment of reliability and validity of the dispositional rubric used to assess candidate progression	This task was not verified. Evidence of sufficiency requirements per the EPP-created assessment framework was not verified.
Technology integration in program and evidence of how candidates use technology to impact P-12 student learning	This task was partially verified. Candidate digital portfolios were provided indicating candidate knowledge of technology, but integration of candidate technology to impact P-12 learning was not provided.
Process for measuring candidate growth and progress	This task was partially verified. Candidate portfolios were provided however EPP formal use of portfolios to use data to shape the program was not verified.

2. Summary regarding completeness and accuracy of evidence related to Standard 3:

a. Summary of findings

Component 3.1

As outlined in the narrative, the EPP's strong commitment to the role of diversity in education is articulated for teacher candidates throughout their curriculum. The EPP recognized the teacher shortage in STEM areas and has worked with math and science departments to reach out more through collaborative efforts together including an annual camp for middle school students. EPP candidate data are disaggregated by race/ethnicity and gender. However, the provider does not present plans and goals for five years to recruit and support completion of candidates from a broad range of backgrounds and diverse populations moving towards greater workforce diversity. Evidence was not provided that demographic results were monitored and used in planning and modification of recruitment strategies. The EPP does not provide a plan of addressing employment opportunities, addressing hard-to-staff needs in STEM and ELL.

Component 3.2

As revealed in the narrative of SSR, the EPP requires a 2.75 GPA for entry into the teacher education program and 3.0 GPA by senior year. The EPP reports "over the past five years, the EPP has denied more candidates entry into the program than in any other time in its history. The EPP has also removed more candidates who do not make the 3.0 GPA cut by senior year." Evidence of five years of cumulative GPA before Internship year was provided. In addition, CAEP requires the group average performance on nationally normed assessments ability/achievement assessments such as ACT, SAT or GRE is in the top 50 percent from 2016 – 2107. SAT and ACT scores were provided for most candidates. Three cycles of data evidence were not analyzed and disaggregated for enrolled candidates by specialty licensure area.
Component 3.3

With regards to dispositions, the EPP requires candidates to have dispositions evaluated by faculty members, field experience supervisors, and lead teachers using a common rubric. The dispositions are reviewed at admission to the program and at each check point. The rubric articulates the essential elements of each disposition. At admission to the program, the EPP faculty documents individual instances of struggling. These candidates are advised of the issues and mentored as they seek improvement. Although the EPP has established a plan to assess candidates' dispositions at admissions and during the program, the data/evidence is not disaggregated by specialty licensure area nor was aggregate data provided. Three cycles of data/evidence were not presented and analyzed.

Component 3.4

In addressing the component of content knowledge, the EPP provides Praxis II Data and ICLA Exam Data to indicate that the candidates possess significant content knowledge in the fields where they teach. The tracking of candidates at check points requires a digitized portfolio which includes teaching and learning evidence, sample writing, and observation reports.

Component 3.5

The EPP is lacking in evidence that candidates can teach effectively and positively impact P-12 learning and development. There is limited data analysis and interpretation of the data to show how the candidates positively impacted P-12 student learning.

Component 3.6

In addressing the professional standards of practice and relevant laws and policies for beginning teachers, the EPP provides evidence of candidate strong professional ethics with a disposition

rubric. Although candidates are required to sign that they understand and have read The Code of Ethics, and the topic is addressed in EDU 597, there is limited evidence of candidate understanding of all sections of the Code of Ethics.

b. Analysis of Program-Level data

The EPP provided evidence through documents, graphs, and charts along with narrative explanations. Additional evidence was collected through interviews with faculty and candidates which indicate strong commitment to student personal growth and progress. Provided evidence did not include analysis of three cycles of data. EPP-created assessments scored at the CAEP Sufficient Level as defined on the CAEP Assessment Evaluation Rubric. All pieces of evidence lack significant analysis. There is limited or no evidence of internal consideration of the data for continuous improvement purposes by the EPP.

c. Evidence that is consistent with partially meeting the standard:

1. Demographics were provided of candidates including GPA and ACT/SAT scores, however, evidence was not provided that the EPP ensures that the group average performance on nationally normed ability/achievement assessments such as ACT or SAT is in the top 50 percent from 2016-2017.
2. Tracking of Check points, Acceptance, and Denial Letters indicate desire for high admission standards for candidates and that those candidates possess the required academic achievement and ability. However, no formal documentation was provided.
3. Tracking of Check points, Candidate case studies: E, A, T, L and the disposition rubric reveal that the EPP establishes criteria to assess attributes and dispositions beyond academic ability.
4. Praxis II Data, evaluations, digitized portfolio and observation reports indicate candidates are developing content, pedagogical content knowledge, and knowledge of technology.
5. Course syllabi confirm teaching of Code of Ethics and Law.

d. Evidence that is inconsistent with meeting the standard

1. Digitized portfolio, observation reports from the college supervisor and the lead teacher, and recommendation paperwork does not provide sufficient data analysis regarding proof of candidates' pedagogical skills and progress from admission to completion.
2. The digitized portfolio does not show that candidates can effectively teach and positively impact P-12 student learning.

3. Recommendations for new areas for improvement and/or stipulations including a rationale for each

Area for Improvement:

Area for Improvement	Rationale
EPP recruiting strategies toward goal of greater candidate diversity.	Evidence of a formal plan to recruit high-quality candidates from a broad range of backgrounds and diverse populations was not available.
Candidate application of codes of ethics and professional standards of practice.	The EPP provided limited evidence that all candidates demonstrate an understanding of the code of ethics, professional standards of practice, and knowledge of relevant laws and policies.

Stipulation:

Stipulation	Rationale
The provider creates criteria for program progression and monitors candidates' advancement from admissions through completion. Providers present multiple forms of evidence to indicate candidates' developing content knowledge, pedagogical skills, and the integration of technology into all of these domains.	There is insufficient evidence that the EPP has a formal process for tracking candidate progressions along with alignment with evidence of actions taken in changes in curriculum/clinical experiences. Evidence of monitoring candidates' performance advancement from admissions through completion is not available.

Standard 4. PROGRAM IMPACT

1. Findings for each offsite report task to be verified onsite:

Task(s)

Task	Evidence was or was not verified
Standard 4 Task 1: Verify EPP does not have more representative completer data on student-learning growth. a. Evidence in need of verification or corroboration 1. ISAT Data b. Excerpt from SSR to be clarified or confirmed (4.1)	ISAT Data: The task was verified, and determined to be insufficient evidence of EPP completer impact on student learning growth. Interviews with completers: Task was verified. Interviews with principals: Task was verified.

1. "While these show aggregate data snapshots, they are the best available quantitative illustration of student learning in two schools in which a number of our completers serve." c. Questions for EPP concerning additional evidence, data, and/or interviews, including follow up on response to 1.c. 1. Interviews with completers 2. Interviews with principals	
Standard 4 Task 2: Verify EPP does not have completer data on teaching effectiveness. a. Evidence in need of verification or corroboration 1. Final Evaluations b. Excerpt from SSR to be clarified or confirmed (4.2) 1. "Any indicators of completers' effectiveness must span the student-teaching experience…" c. Questions for EPP concerning additional evidence, data, and/or interviews, including follow up on response to 1.c. 1. Is the data in Final Evaluations from candidates in student-teaching? 2. Interviews with completers	Final Evaluations: Task was verified to be from candidates in the clinical year. Evidence is required to be from program completers for Standard 4. Is the data in Final Evaluations from candidates in student-teaching?: Task was verified to be from candidates in the clinical year. Evidence is required to be from program completers for Standard 4. Interviews with completers: Task was verified to be from candidates in the clinical year. Evidence is required to be from program completers for Standard 4.
Standard 4 Task 3: Verify the number of EPP completers in each year, beginning in 2006 a. Evidence in need of verification or corroboration 1. October 2016 Alumni Survey b. Excerpt from SSR to be clarified or confirmed (4.4) 1. "In October of 2016 the EPP sent a survey…to completers of our program in	October 2016 Alumni Survey: Task was verified, and determined to be insufficient based on lack of analysis of representation of sample, and lack of disaggregation of data by year and licensure area, and inconsistent reporting of numbers of surveys deployed and population sampled. How many completers has the EPP had in the last 10 years? Please break that down by year

the last ten years…. Our sample included 29 respondents of 54 completers on the distribution list." c. Questions for EPP concerning additional evidence, data, and/or interviews, including follow up on response to 1.c. 1. How many completers has the EPP had in the last 10 years? Please break that down by year and program. 2. What was asked on questions 1-17, and question 63 on the Completer Survey? 3. Interviews with completers	and program.: Task was not verified because request was not fulfilled. What was asked on questions 1-17, and question 63 on the Alumni Survey?: Task was verified in the EPP Addendum, but EPP did not disaggregate and analyze Alumni Survey data by year and licensure area. Interviews with completers: Task was verified.
Standard 4 Task 4: Provide analysis of evidence demonstrating satisfaction of completers a. Evidence in need of verification or corroboration 1. October 2016 Alumni Survey b. Excerpt from SSR to be clarified or confirmed (4.4) 1. "We…added others [questions]…to align with the InTASC and CAEP standards that have replaced the Idaho Core Teaching Standards…" 2. "Regardless, completers' satisfaction with our program is evident regardless of which curriculum was in place when they graduated." c. Questions for EPP concerning additional evidence, data, and/or interviews, including follow up on response to 1.c). 1. Alumni Survey; please provide the following additional data: a. Alignment of survey questions to InTASC and CAEP standards b. Analysis of quantitative data	1. October 2016 Alumni Survey a. Alignment of survey questions to InTASC and CAEP standards Task was not verified. Request was not fulfilled. b. Analysis of quantitative data Task was not verified. Request was partially fulfilled. c. Analysis of qualitative data Task was not verified. Request was partially fulfilled. 2. Interviews with completers Task was verified.

c. Analysis of qualitative data 2. Interviews with completers	

2. Summary regarding completeness and accuracy of evidence related to Standard 4:

a. Summary of findings

The program impact of an EPP is determined by examining the effectiveness of EPP completers on P-12 student learning and development, classroom instruction by EPP completers, and the satisfaction in preparation by EPP completers and their employers. General rules for Standard 4 include the submission of at least three cycles of data, analysis of the data, and all components of Standard 4 are required to be met for the standard to be met.

The first requirement of standard 4 is that the EPP is able to document, using multiple measures, that the completers of the EPP programs are effective in contributing to an expected level of student-learning growth. If available, the EPP shall submit state-provided impact data from completers at the in-service level. If state-provided impact data is not available, the EPP is required to provide data utilizing a research-based methodology from a representative sample of in-service teachers. The EPP should provide an explanation and description of the representativeness of the data, as well as the context and description of the source of the data. As evidence for the effectiveness of completers, the EPP initially supplied two years of ISAT scores from two schools in which EPP completers teach. The submitted data represented two years of aggregated school-wide data, in which EPP completer data was not disaggregated. The representativeness of the data in regards to EPP completers was described as “two schools in which a number of our completers serve,” and no analysis of the data was provided (4.1). Within the EPP Addendum Report additional evidence was provided from four individuals who participated in the EPP. One of the four additional pieces of evidence met CAEP evidence sufficiency requirements as being a research-based piece of evidence. However, the focus of standard four is on EPP completers. The terms “candidate” and “completer” were used interchangeably by the EPP even though CAEP makes a distinction between these two roles. The research was completed by a candidate in the program as part of the MAT within the EPP, not as a completer of the program. Additionally, one piece of evidence is not representative of all EPP programs, and is not sufficient to support the conclusion of effectiveness of completers to contribute to an expected level of student-learning growth. The EPP referenced other data sources such as the Survey of Program Alumni, Professional Teaching Portfolio, and Formal Teacher Evaluations, which are not direct measures of P-12 student learning according to the CAEP Evidence Sufficiency Criteria.

Effectiveness of EPP completers to demonstrate professional knowledge, skills, and dispositions for which they were prepared are assessed through structured and validated classroom

observation instruments of in-service teachers and/or through P-12 student surveys, according to CAEP Standard 4.2. The EPP initially stated the interns in this unit are completers based on the graduate nature of the programs in the EPP. Data submitted for this component included the Final Evaluation of interns on the Danielson Framework for Effective Teaching. However, the data supplied was the final assessment of initial candidates at the end of the student-teaching clinical experience, not observations of in-service completers of the EPP. CAEP also allows the use of student surveys to demonstrate teacher effectiveness in the application of professional knowledge, skills, and dispositions, however, no student survey data was submitted by the EPP as evidence of teacher effectiveness by program completers. In the Addendum Report, the EPP referred to the completer survey results as evidence for component 4.2, however, that data is more appropriately addressed in component 4.4, which examines EPP completer perception in the relevant and effective preparation received in the preparation program. In the Addendum Report, the EPP submitted teacher evaluations for five completers, including two elementary and three secondary areas (science, ELA, and social studies) representing half of the secondary content areas for which the EPP placed interns in the last three years. Subject areas missing in the supplied observation evaluations include PE, math, and music. The observation evaluations submitted by the EPP demonstrated overall proficiency of five completers. However, the EPP analysis of the observation data focused on individual completer success, and did not contain analysis of the data to foster continuous improvement in the various educator preparation programs. Context and specific types of validity were not addressed in the analysis of results.

Establishing employer satisfaction of EPP completers was presented by the EPP through the submission of five letters of reference from local elementary and secondary principals. The EPP stated, “Though we do not have ready access to "valid and reliable" promotion and retention data, we do have qualitative reports from local administrators who have hired our completers over the past several years. Thus, these artifacts demonstrate sustained satisfaction with our completers over multiple years.” The letters were submitted to the EPP over a three-month time period in 2017, representing a single cycle of qualitative data. The submitted letters indicated these employers were satisfied with the EPP completers working in their schools. However, the EPP does not have an ongoing system for the analysis, evaluation, and interpretation of program strengths and areas for improvement based on employer satisfaction feedback. Because the letters were a single cycle of data that addressed EPP completers within the school as a whole, the EPP was not able to identify trends from the data, as required by CAEP Evidence Sufficiency guidelines. Representativeness of the sample was not addressed by the EPP (4.3).

In reference to completer satisfaction, the EPP stated, “In October of 2016 the EPP sent a survey via surveymonkey.com to completers of our program in the last ten years that posed a number of questions, both directly and indirectly, about their perceptions of their teaching competencies and performance and about the C of I education program… Our sample included 29 respondents of 54 completers on the distribution list.” Quantitative and qualitative responses were submitted in

raw form, without disaggregated analysis by year and program, and there was inconsistency in the reported numbers and timespan of completers for alumni survey. The survey was a single deployment to a group of completers which spanned a 10-year period, as reported in the initial EPP Institutional Report (4.4). The EPP was asked in the Formative Feedback Report and Site Visit to submit evidence indicating the alignment of alumni survey questions to the InTASC and CAEP standards, as required for EPP-created assessments in the CAEP Evaluation Framework. However, requests for this data were not fulfilled. In the EPP Addendum it was reported the alumni survey was deployed to 75 completers for which email addresses were current. In department meeting notes from 10-28-2016 it was stated the survey was sent to 68 completers. Responses on the alumni survey support a positive perception from completers that the EPP effectively prepared them for the requirements of the job. However, the single cycle of data was not disaggregated by year and program, and the EPP was not able to use it as a data point in identifying trends across time and licensure areas. CAEP evidence sufficiency requirements include three cycles of data, a system of collecting data is in place, and the analysis and interpretation of the data aligned with the intent of the standard and component (4.4).

b. Analysis of Program-level data

c. Evidence that is consistent with meeting the standard

1. Formal Evaluations for Program Completers (partially meet requirements) (4.2)
   H. B.
   C. M.
   M. P.
   J. L.

d. Evidence that is inconsistent with meeting the standard

1. Langan email
2. ISAT data: CHS & Van Buren ES
3. Intern Final Evaluations
4. Completer placement rates
5. TEAC meeting minutes
6. Letters of reference from principals
7. Completer survey
8. IRI Data (K. R.)
9. Pre/Post Test Results (J. B.)
10. Effect Size (J. B.)
11. Thesis (H. B.)

3. Recommendations for new areas for improvement and/or stipulations including a rationale for each

Area for Improvement:

Area for Improvement	Rationale
None identified	

Stipulation:

Stipulation	Rationale
The EPP did not provide direct and multiple-measures of completers impact on P-12 student learning, as required in component 4.1*.	EPP submitted evidence is two years of aggregate ISAT data from two schools for math, ELA, and science. The evidence is insufficient based on the requirement in 4.1 for multiple, direct measures of student learning from a representative sample of completers.
The EPP did not provide an analysis of direct measures of completers' effective application of professional knowledge, skills, and /or dispositions in a majority of licensure areas, as required in component 4.2*.	The provided data are of pre-service candidate performance assessments, and are not measures of completer effectiveness. Several completer evaluations were provided on site, but were not disaggregate by licensure area, nor analyzed for program improvement.
The EPP does not have a system for the collection, analysis, evaluation, and interpretation of employer perceptions of completer preparation for job responsibilities, as required in component 4.3*.	The provided data were letters of support from four principals across a three-month timeframe, which is insufficient for analysis and interpretation of employer satisfaction with completers' preparation.
The EPP did not provide significant analysis of evidence or interpretation of results in satisfaction of completers in 4.4*.	1-cycle of completer survey data was submitted with no analysis related to satisfaction of completers by year or licensure area, representativeness of the sample, and insufficient validity and reliability of the evidence.

Standard 5. PROVIDER QUALITY ASSURANCE AND CONTINUOUS IMPROVEMENT

1. Findings for each offsite report task to be verified onsite:

Task(s)

Task	Evidence was or was not verified
Documentation that the EPP uses evidence/data from a coherent set of multiple measures to inform operational effectiveness and all CAEP standards.	The task was not verified. In the response to the preliminary findings, the EPP proposed that a "clear, well-articulated plan to include how data are analyzed, documented, and used to inform the operational effectiveness be implemented," suggesting that a coherent set of measures does not currently exist, nor did exist at the time the preliminary findings were received. During the interview with the unit, EPP faculty stated that they cannot document/provide evidence that decision-making is made within a quality assurance system.
Documentation that the quality assurance system disaggregates data by programs and other dimensions.	The task was partially verified. Selected evidence items were provided during the onsite visit to support this task. For example, there were four primary evidence items provided onsite that disaggregated data by programs: Praxis scores of candidates, Title II reports, portfolio scores, and dispositions scores. The review of teacher candidate applications within the meeting minutes documents provided in the SSR and onsite also disaggregated by program, but this disaggregation was applied inconsistently throughout meetings. The onsite visit did not verify that a quality assurance system is used by the EPP, nor that disaggregation of data is a standard practice used to inform programs.

Task	Evidence was or was not verified
Documentation that EPP-created assessments (except for surveys) have: • Established content validity • Interrater reliability or agreement at .80 or 80% or above (except for surveys)	The task was not verified. During the interview with the unit, it was stated that the EPP cannot provide reliability and validity for any of the EPP-created assessments referenced as evidence items. After the interview, two EPP-created assessments were resubmitted with additional narrative evidence: the portfolio and the dispositions rubric. Neither of these assessments meet levels of sufficiency for Data Reliability and Data Validity on the "CAEP evaluation framework for EPP-created assessments".
Documentation that evidence is cumulative (3 cycles or more).	The task was partially verified. There were some evidence items provided onsite (e.g., Praxis scores of candidates, Title II reports, portfolio scores, additional meeting notes) that included cumulative, sequential documentation of data. The onsite visit did not verify cumulative, sequential uses of evidence as standard practice within a quality assurance system. The onsite visit did not verify the use of a quality assurance system.
Documentation that interpretations of evidence are consistent, accurate and supported by data/evidence.	The task was partially verified. The EPP did provide examples of interpretations made informally and typically at the individual student level. The EPP did not provide formal documentation that data/evidence are interpreted consistently and accurately per CAEP general rules for evidence.
Specific examples that most (80% or more) change and program modifications are linked back to evidence/data.	The task was not verified. The onsite visit did not verify that a quality assurance system is used by the EPP. During the interview with the unit, it was stated the

Task	Evidence was or was not verified
	EPP cannot document/provide evidence that decision-making is made within a quality assurance system because a system does not exist.
Evidence/data from Standards 1-4 are cited and applied.	The task was not verified. In the response to the preliminary findings, "the EPP recognizes weakness in meeting CAEP 4 overall and weakness in CAEP 5 for articulating systematic and formal program quality assurance through quantitative formalized measures." The onsite visit did not verify standards 1-4 are cited and applied within a quality assurance system. During the interview with the unit, it was stated the EPP cannot document/provide evidence that decision-making is made within a quality assurance system because a system does not exist.
Documentation that the EPP regularly and systematically does the following: • Reviews quality assurance system data • Identifies patterns across preparation programs (both strengths and weaknesses) • Uses data/evidence for continuous improvement	The task was not verified. The onsite visit did not verify that a quality assurance system is used by the EPP. During the interview with the unit, it was stated the EPP cannot document/provide evidence that decision-making is made within a quality assurance system because a system does not exist.
Evidence that the eight outcome and impact measures and their trends are posted on the EPP website.	The task was not verified. No website link was provided in the EPP response nor during the onsite visit.
Program changes and modifications are directly linked to evidence/data with specific examples.	The task was not verified. The onsite visit did not verify that a quality assurance system is used by the EPP.

Task	Evidence was or was not verified
	During the interview with the unit, it was stated that it cannot document/provide evidence that decision-making is made within a quality assurance system.
Examples of input from stakeholders and use of that input to inform changes for improvement.	The task was partially verified. The EPP follow-up response from the preliminary findings report included a list and description of stakeholders. The response did not include evidence of formal mechanisms within a quality assurance system to incorporate stakeholder feedback. The onsite visit did verify that an informal system exists for cooperating teachers and administrators to provide feedback. Evidence of this informal system came from meeting minutes and interviews. The onsite visit did not verify that a quality assurance system is used by the EPP that formally incorporates stakeholder feedback. During the interview with the unit, it was stated that it cannot document/provide evidence that decision-making is made within a quality assurance system.

2. Summary regarding completeness and accuracy of evidence related to Standard 2:

a. Summary of findings

Both within the SSR and during the onsite visit, the EPP provided evidence that it individualizes supports for candidates informally and with dedication. For example, during onsite interviews, EPP supervisors shared that they regularly communicate informally with candidates and cooperating teachers regarding individual candidate improvement. Interviews with candidates also supported this finding, as well as the expressed appreciation candidates have for EPP faculty. These informal exchanges of information demonstrate an EPP unit that is committed to individual candidate development and growth.

However, based on evidence provided by the EPP in the SSR, as well as what was provided from the follow-up requests during the onsite visit, CAEP standard 5 components are not supported by the unit. Per CAEP's requirements and frameworks, the EPP did not provide sufficient evidence

that it maintains a quality assurance system comprised of multiple measures to support continuous improvement of programs and candidate preparation to positively impact P-12 student learning and development.

In the preliminary findings report, three Areas for Improvement (AFIs) were identified for standards 5.1 and 5.5, and three stipulations were identified for standards 5.2, *5.3 (*required component) and *5.4. The onsite visit confirmed these preliminary report findings for standard 5. However, due to lack of evidence provided during the onsite visit, one of the identified AFIs for 5.1 was changed to a stipulation.

Through the SSR and onsite review process, it was determined that the EPP does not meet standard 5. This determination was made based on two guidelines. First, both of the required components for the standard (5.3 and 5.4) were identified as stipulations. Second, the standard received more than one stipulation. For these reasons per CAEP guidelines, the standard is considered not met.

b. Analysis of Program-Level data

There were four primary evidence items provided onsite that disaggregated data by programs: Praxis scores of candidates, Title II reports, portfolio scores and dispositions scores. Because the majority of evidence items and analyses that were submitted were not disaggregated by program, this review will instead focus on the sections below regarding reviewed evidence items consistent and inconsistent with meeting the standard.

c. Evidence that is consistent with meeting the standard

The EPP has components of an assessment system designed to meet the department and institution's needs. The EPP submitted evidence of annual self-assessments reported to the Dean/Vice President of Academic Affairs which suggest the unit assesses performance against its goals and relevant standards per institutional requirements.

There were four evidence items provided onsite that disaggregated data by programs: Praxis scores of candidates, Title II reports, portfolio scores and dispositions scores. Analyses by the EPP were provided for the portfolio and disposition scores evidence items.

The meeting minutes evidence item also documents regular reviews of teacher candidate applications, and the use of informal data to inform conversations around candidate progress.

d. Evidence that is inconsistent with meeting the standard

1. Preliminary Findings

In the preliminary report submitted to the EPP before the onsite visit, missing or insufficient information related to standard 5 and its components were shared. Eleven tasks related to these missing data were specified (appearing in the first section of this standard's report), in addition to a holistic summary on the standard. Based on these tasks and holistic summary, three Areas for

Improvement (AFIs) were identified for standards 5.1 and 5.5, and three stipulations were identified for standards 5.2, *5.3 and *5.4.

In the holistic summary section of the preliminary findings, there were three central parts of standard 5 missing from the SSR:

- The evidence presented does not comprehensively represent three cycles of sequential, current data.
- The EPP does not provide evidence how multiple measures are comprehensively applied for all CAEP standards within the quality assurance system.
- The EPP does not provide evidence how CAEP's eight annual outcome and impact measures are monitored and used to inform programmatic decisions across the unit.

Also within the holistic summary of the preliminary report, two important sets of evidence were listed as insufficient with meeting standard 5 in the SSR. These areas of insufficiencies were identified in the preliminary report with the expectation to review additional evidence provided by the EPP during the onsite visit.

First, the findings from the preliminary report requested three cycles of candidate data for all referenced assessments in 5.2:

1. Education portfolio
2. Unit of instruction
3. Dispositions rubric
4. Digital professional portfolio
5. IPLP
6. Tracking process

Second, the preliminary report requested evidence that CAEP's eight outcome and impact measures are monitored and reported, along with analysis of trends, comparison with benchmarks, and data used to inform future directions.

In response to the preliminary findings, each AFI and stipulation were addressed explicitly by the EPP. The EPP did not explicitly respond to the holistic summary preliminary findings that the evidence presented in the SSR does not comprehensively represent three cycles of sequential, current data, nor that there is evidence how these data are applied and analyzed within a quality assurance system. These findings (i.e., three cycles of sequential data, and analyses of data within a quality assurance system) are considered common general rules for **all** CAEP standards, and of particular significance for standard 5.

2. Onsite Visit

During the onsite visit, multiple follow-up requests originating from the preliminary report were made. These ongoing requests for evidence to support standard 5 were made by the CAEP review team based on the EPPs response to both the preliminary report findings and during the onsite visit. That is, the follow-up requests were made during the onsite visit because the

responses provided by the EPP to the preliminary findings for standard 5 were inadequate in meeting CAEP evidence sufficiency requirements. Throughout the course of the onsite visit, these follow-up requests were made with the intent of providing the EPP with as many opportunities as possible to provide evidence supporting all CAEP standards.

Onsite Visit, Day One

After the first CAEP review team meeting (the night before the onsite visit), two specific requests were made for standard 5. The team chair submitted these two requests to the EPP the following morning during the first leadership team meeting on the first day of the onsite visit.

The first request asked that all EPP-created assessments referenced as evidence items for the unit include the following data:

- Three consecutive cycles of candidate performance for each evidence item
- Disaggregation by programs/licensure areas for each evidence item
- Explanation how these data are reviewed and used to support programs, candidates and continuous improvement
- Examples of scored rubrics/assessments representing different levels of candidate performance

The second request asked for documentation of acceptable levels of reliability and validity for all EPP-created assessments (i.e., aligned with sufficiency criteria from the "CAEP evaluation framework for EPP-created assessments") that were referenced as evidence items.

Last, the standard 5 reviewer asked the team lead to clarify to the EPP that examples of blank assessments and documents are not considered cycles of data, nor sufficient standalone evidence items.

The EPP responded to these requests to the team chair during the meeting. During this meeting, the unit response to the request was that it is not currently systematically collecting these data, nor is the unit using data to inform programmatic decision making. EPP faculty did state that there might be some information within some of the meeting minutes as evidence of programmatic decision making based on analysis of data, and this evidence appeared in standard 5 of the SSR. The standard 5 reviewer had previously reviewed these submitted meeting minutes notes while drafting the preliminary findings report and did not see the use of a quality assurance system or data to inform programmatic decision making. However, there were some meeting minutes missing from the evidence items, and these missing meeting minutes may or may not have included evidence of the use of data to inform program improvements. A follow-up request was then made by the standard 5 reviewer for these missing meeting minutes.

Additionally, after the team lead shared information from the morning leadership meeting with the rest of the review team, another follow-up request was made by the standard 5 reviewer for evidence to support standard 5. (This request was also made in the preliminary findings report.) This request asked for three consecutive cycles of data disaggregated by programs and by year for the following standard 5 evidence items referenced by the unit:

1. tracking sheets
2. scored portfolios
3. IPLPs
4. classroom observations
5. completer survey
6. dispositions rubric
7. units of instruction

Along with this request, the team lead also provided the unit with an example how to display the disaggregated data per the March 2016 CAEP Accreditation Handbook (p. 109).

At the end of day one, the EPP provided a spreadsheet of completers from 2011-2012 to 2016-2017 that included portfolio scores, dispositions scores, and ICLA scores. Data were not comprehensive across all assessments, and there was no analysis provided to explain what the scores meant and how they were used at the unit and program levels. Also missing was evidence of reliability and validity for the EPP-created assessments. Follow-up requests were made for these data by the standard 5 reviewer to the team lead for the next morning's leadership team meeting.

Onsite Visit, Day Two

In the second leadership team meeting, the team lead made follow-up requests for evidence/data to support standard 5. In addition to the (outstanding) requests from the tasks listed in the preliminary findings, the team lead asked for follow up information for the portfolio scores, dispositions scores, and ICLA scores received the previous day. These specific requests included:

- the disaggregation of data by program
- supporting analyses of the data
- an explanation how the data are used to inform programs

Additionally, a follow-up request for examples of scored EPP-created assessments representing different levels of candidate performance across programs was made by the team lead on behalf of standard 5. This request also specified an ask for an analysis of these documents, and how the data are used within the unit. The response from the EPP was to refer the standard 5 reviewer to the archive room to review individual portfolios.

The team lead also asked the EPP to submit all outstanding and received requests for evidence items by 2:00pm that day. This was presented not as a hard deadline, and that the EPP was able to submit evidence until the end of the onsite visit. But in order to provide reviewers with enough time to proficiently review the evidence and submit any follow-up requests, the 2:00pm time was suggested.

Later that morning, the entire CAEP review team interviewed the entire EPP faculty together. This group interview provided the review team with opportunities to receive additional evidence

from the EPP about the use of informal data to support candidate progress and growth. These anecdotes again demonstrated the commitment the EPP shares to candidate development. During this meeting, EPP faculty stated that the unit 1) cannot document that decision-making is made based on data systems, and 2) cannot provide evidence of reliability and validity of EPP-created assessments.

At the conclusion of this meeting, the team lead asked the EPP to inventory all received requests for evidence items and provide a timeline when the team could expect to review these. Based on the EPP's statements made during that meeting that it cannot document decision-making is made based on data systems, and that it cannot provide evidence of reliability and validity of EPP-created assessments, the team lead also asked the EPP to identify those evidence items that it will not be able to provide for review. The EPP faculty responded that they would be able to provide an inventory, and would identify those items they could provide by 2:00pm.

Additional evidence items were received later that day including analyses related to the reliability and validity of the portfolio and dispositions EPP-created assessments. Evidence items were compiled from the SSR and the onsite visit for each assessment by the standard 5 reviewer, and then evaluated using the "CAEP evaluation framework for EPP-created assessments". Neither EPP-created assessment met levels of sufficiency for use as an evidence item.

3. Recommendations for new areas for improvement and/or stipulations including a rationale for each

Area for Improvement:

Areas for Improvement	Rationale
AFI (5.1) Documentation that the EPP uses evidence/data from a coherent set of multiple measures to inform operational effectiveness and support all CAEP standards.	The EPP did not provide sufficient evidence of multiple measures to inform operational effectiveness and support all CAEP standards.
AFI (5.2) Specific evidence of diverse stakeholder involvement is documented through multiple sources in decision-making, program evaluation, selection and implementation of changes for improvement.	The EPP does not provide sufficient evidence of diverse stakeholder involvement within the quality assurance system. The EPP identified stakeholders and their roles, but did not provide evidence how feedback is documented and considered within the unit.

Stipulations:

Stipulation	Rationale
Stipulation (5.1) Documentation that the quality assurance system disaggregates data by programs and other dimensions (e.g., over time, by race/ethnicity, gender, etc.)	The EPP does not provide sufficient evidence of multiple measures to inform operational effectiveness and support all CAEP standards

Stipulation (5.2) Evidence of at least 75% of EPP-created assessments used in quality assurance systems are scored at the minimal level of sufficiency as defined by the CAEP Assessment Rubric.	The EPP did not present sufficient evidence that EPP-created assessments have: established content validity, interrater reliability or agreement at .80 or 80% or above, evidence that is cumulative, sequential and current (3 cycles or more), nor interpretations that are consistent, accurate and supported by data/evidence. During the onsite visit, the EPP verified there is no quality assurance system for the unit, nor that the EPP-created assessments meet levels of reliability and validity.
Stipulation (*5.3) A comprehensive plan that the EPP regularly and systematically: reviews quality assurance system data, identifies strengths and areas of improvement across programs, applies evidence/data from standards 1-4, uses evidence/data for most (80% or more) for program changes and modifications.	During the onsite visit, the EPP verified there is no quality assurance system for the unit, and that data are not used to inform program improvement.
Stipulation (*5.4) A comprehensive plan that CAEP's eight outcome and impact measures are systematically monitored and reported together with: relevant analysis of trends, comparisons with benchmarks, evidence of corresponding resource allocations, and alignment of results to future directions.	During the onsite visit, the EPP verified there is no quality assurance system for the unit, and that there is no annual reporting of the eight outcome and impact measures. This standard was self-selected for the Inquiry Brief pathway by the EPP during the onsite visit.

CROSS-CUTTING THEME: TECHNOLOGY

a. Summary regarding adequately and accurately of evidence related to technology

The EPP demonstrated candidate use of technology through digital portfolios developed in the internship 5th year. The portfolios show candidates' "intent of integrating technology across the four [Danielson] domains of effective teaching: Planning and Preparation; Classroom Environment; Instruction; and Professional Responsibilities." Candidates' digital portfolios include examples of evidence in each of the Framework for Teaching domains. However, evidence of student use of technology to enhance learning was not presented as evidence, nor were technology-based collaborative methods with partner schools for candidate preparation and

evaluation. It is unclear if candidates model and apply technology standards as they design, implement, and assess learning experiences to engage students and improve learning. Although 5th-year interns in their clinical placements, and students, were observed utilizing technology in the classroom, how candidates' gain knowledge in the program on their use of technology for learning is unclear. Based on evidence submitted, EDU 304 Literacy Development, is the only course that reported a digital resource use requirement prior to the Internship Year.

b. Evidence that adequately and accurately demonstrates integration of cross-cutting theme of technology

1. Digital Portfolios
2. Clinical-year Candidate Onsite Observations

c.Evidence that inadequately demonstrates integration of cross-cutting theme of technology

1. Checkpoint sheet
2. Technology Enhanced Lesson
3. Technology Integration in Education Courses document (onsite submission, 4/16/2018)

CROSS-CUTTING THEME: DIVERSITY

a.Summary regarding adequately and accurately of evidence related to diversity

Throughout the SSR, the EPP demonstrated a commitment to the topic of diversity and inclusivity. The SSR included statements that indicate the importance of preparing candidates to work with all P-12 students. In alignment with CAEP's definition of the cross-cutting theme of diversity, the preliminary report identified three specific areas in standards 1-3 in need of additional evidence. These areas were partially identified and supported with evidence by the reviewer during the visit. However, evidence to support these claims were not provided in sufficiency in the SSR, evidence was not explicitly provided nor addressed in the EPP response, and evidence requested in the preliminary report was not directly provided by the EPP during the visit.

b. Evidence that adequately and accurately demonstrates integration of cross-cutting theme of diversity

1. The EPP provided interviews with faculty, candidates, and completers. (Standard 1)
   A list of placements with data specific to student body demographics was provided for student teaching internships. (Standard 2).
2. Candidate demographic data was provided. (Standard 3)

c.Evidence that inadequately demonstrates integration of cross-cutting theme of diversity

1. The EPP did not provide multiple indicators/measures specific to evaluating proficiencies for candidates to show knowledge in differentiation, critical thinking, transfer of skills

and collaboration to meet the minimum sufficiency requirements to inform P-12 students in college and career readiness. (Standard 1)
2. Placement data was not provided field experiences outside of the internship experience.
3. Evidence of data being used in planning and modification of recruitment strategies not verified. (Standard 3)

Response: INQUIRY BRIEF PATHWAY

The EPP has identified a plan to address Standard 5. No plan was provided in the SSR. At the on-site visit, identification of the standard of focus and a timeline identifying goals and some corresponding deadlines were provided for review. Resources were not identified to support the implementation of the plan nor were the individual(s) responsible for each goal. The proposed timeline identified that actions leading to program improvement would begin after the conclusion of the site visit. Additional information is required per CAEP requirements.

Items identified by the EPP to address Standard 5 include:

1. Determine the appropriate database to house collected program data
2. Determine validity of EPP-created assessments (e.g., portfolio and dispositions)
3. Examine rubric structure (e.g., portfolio and dispositions)
4. Establish timeline and process for improved program data review (e.g., program checkpoints)
5. Annual review of CAEP measures
6. Calibrate scoring for use of scoring rubrics
7. Convene TEAC annually to share trends from data and seek stakeholder feedback
8. Share relevant program data with members of the campus community (e.g., Vice President for Academic Affairs/Dean of the Faculty, the campus assessment committee, and administration)
9. Work with members of campus community to meet accreditation requirements

The EPP chooses to focus on the goal of establishing a data system. As the plan evolves, the potential to have a positive impact on the EPP and its candidates appears strong. The proposed use of data and evidence is in preliminary stages and not all indicators are well defined. No evidence is provided for how this plan will lead to a higher level of excellence beyond what is required in the standards. In this plan's current form, it is considered insufficient based upon CAEP accreditation expectations and requirements. It is recommended that the Selected Improvement Pathway be chosen for this plan.

Preface

The accreditation review conducted during the spring of 2018 has proven to be a humbling but necessary corrective for the College of Idaho Educator Preparation Program (EPP). The shortcomings observed in the Site Visit Report regarding data collection and utilization were substantial, and satisfactory response to the stipulations put into place by the Accreditation Team has required significant changes to some of the fundamental operations of our EPP. Our studied review has identified three interrelated areas of deficit that we feel contributed to our shortfalls:

First, the EPP has failed to manifest one of its core commitments, reflective practice grounded in data-driven assessment. We have relied too heavily on the quality of the teachers our program has produced as evidence of program efficacy, and in doing so have failed to achieve evidence-based demonstration of that efficacy. Challenges related to our small size and limited staffing served as an excuse to avoid integration of data generation and collection into our instructional practices. These activities should have been built into our educational program from the ground up.

Second, we have not in recent years integrated the results of our assessment into program evaluation and remediation. The failure to analyze program data—both those data collected and those we should have collected—obscures the weaknesses of our program; the failure to apply the lessons learned from these data to improve our program cost us the routine and systematic opportunity to grow and develop our EPP over time.

Third, and finally, we failed to sustain the vital and collaborative linkages to other EPPs across the state of Idaho that might have sustained the currency and centrality of our assessment protocols. While we actively engaged the K-12 educational community, and, especially, our teaching alumni, we allowed our institutional relationships with like-minded education programs to atrophy. All of these programs are accountable to the same standards that ours is, and many of them wrestle with the same challenges of scope and scale that we confront. Better engagement and communication with colleague institutions engaged in teacher training around the state and nation would have served our EPP well and likely avoided many of the challenges that we currently confront.

We are deeply grateful for the thorough review conducted by the accreditation team, and all the more so for the productive engagement and consultation by multiple members of that team since the final report was delivered. Following months of intensive review, response and program redesign, we are optimistic about our EPP's prospects. This rejoinder is the initial fruit of that introspection and redesign, but the effort will go on as a continuous part of our program from this point forward.

We believe that the plan we outline in this rejoinder successfully addresses the stipulations articulated in the report. Moreover, it positions us to retain those unique features that lend our program integrity and authenticity while also prompting an attitude of accountability and the practice of data generation, analysis, and continuous improvement. In short, it "fits" us and our

core values, scales to our small size and reflects firm commitment to the liberal arts. Finally, it is designed to be sustainable given the current resource environment of the college.

In what follows, we address each standard in turn, noting in each case any stipulations and the rationale provided. In the case of standards 4 and 5, we address those stipulations interwoven within the narrative. This document also includes three artifacts as addenda that are referenced in the narrative.

Standard 1:

No Stipulations

Standard 2:

Stipulation:
A comprehensive plan is needed to collect, analyze, and utilize meaningful candidate performance data ***in clinical experiences*** *across programs to ensure data-driven decisions are made regarding program design and delivery.*

Rationale:
Currently, decisions appear to be made based primarily on informal feedback and on a candidate-by-candidate basis.

Rejoinder:

To address this stipulation, the EPP has committed to the following changes that will allow it to *"collect, analyze, and utilize meaningful candidate performance data in clinical experiences."* These data will serve as the basis from which we will make evidence-based programmatic decisions.

First, the EPP will apply the Danielson Evaluation Rubric as a consistent metric across clinical experiences. Previously, the EPP has evaluated candidates' clinical performance with other performance indicators often tied to the grading criteria of the course with which the clinical experience is associated. It has also used a dispositions rubric and teacher observations. However, these variances in criteria made it difficult to establish valid comparisons across clinical placements, either of the candidates themselves or the placements. Use of a common metric should allow for proper comparisons across clinical experiences.

All EPP candidates, elementary and secondary, complete three key clinical experience placements prior to student-teaching. These placements are made concurrent with enrollment in the following courses: EDU 202 Introduction to Education; EDU 305 Content Literacy; EDU 441 Curriculum and Instruction. Going forward, the Danielson rubric will be used to evaluate candidates' performance in the placements for each of the courses. (See original CAEP accreditation submission for elaboration on these placements). The EPP already uses the Danielson rubric as a core metric during the candidates' student-teaching year, the fourth clinical

experience required of all candidates. Thus, using this metric during each undergraduate, pre-licensure program experience makes good sense and will establish analytic continuity across the scope of the program.

Collecting data from each of these four clinical placements will provide the EPP with meaningful data about candidates' performance. One would expect, for example, that candidates would show improvement from their first clinical experience to their last. However, the EPP has not had a formal metric for credible comparison. The change to the use of the Danielson rubric will allow the EPP to track a candidate's progression from their first experience through the end of their internship year. In the event a candidate does not show improvement, the EPP has a basis from which to ask a variety of questions important to the program: Are there consistent indicators on which the candidate has struggled? How might the EPP provide effective remediation for the candidate?

In addition to insights about particular candidates, collecting this data will allow the EPP to ask important questions about the program itself: What areas of program strength and weakness are revealed as the EPP analyzes candidates' performance across clinical experiences? What do the data reveal about differences in candidates' performance dependent on licensure areas, grade level, and/or type of placement? What changes to the clinical experience might be warranted given what is revealed? We have previously answered these questions informally (e.g., through conversations with administrators and the professional judgement of clinical supervisors). This shift will formalize the review process and render it more consistent, transparent, and reliable.

This new systematic evaluation process will yield more reliable global programmatic information rather than the piecemeal data generated previously, and it should provide a balance to the informal qualitative feedback we receive from our partners. For instance, we expect it will reveal important insights about specific components of our required clinical experiences that may be less effective. We also anticipate it will generate insights we can use to better prepare our clinical supervisors and cooperating teachers (which addresses an "Area for Improvement" cited by the review team).

In short, it will allow the EPP to see the whole in the context of the parts rather than just the individual parts themselves, which the reviewers cited as their rationale for this stipulation (and with which the EPP concurs). Especially, we anticipate that this systematic analysis of clinical experiences, in concert with other measures of program quality, including those detailed in Standards 4 and 5, will yield insights into how effectively the undergraduate pre-licensure program prepares candidates for their student-teaching experience.

Second, any data collection and analysis system is only as effective as its implementation. While the EPP previously identified a number of benchmark checkups throughout the program and collected quite a lot of data, the data were often incomplete or irrelevant, and the EPP seldom used it in a systematic way for program revision. To that end, the EPP has revised the instrument used to track candidates' progression through the program and created a matrix of corresponding EPP assessment checkpoints. Through this revision, we anticipate a simpler schema that is

nonetheless more robust, systematic, and, ultimately, useful. We have attached a summary of our revised EPP assessment pathways and assessment benchmarks as CAEP Artifact 1. These will be discussed further in our response to Standard 3, below.

We will convene an assessment working group at the conclusion of each term, in January and May, in which to review the data from the previous term's clinical experiences and propose potential changes. We anticipate this twice-yearly schedule will yield useful results without being an onerous addition to the schedule. Conducting the review after each semester also accounts for the fact that different clinical experiences occur each semester corresponding to the associated course offerings (for example, EDU 441 is only offered each spring term). Should a twice-yearly analysis provide an insufficiently robust data set for productive analysis, the EPP could easily adjust to a yearly (at the conclusion of spring term) schedule, allowing for the generation of larger data sets for analysis.

At the end of each term, EPP faculty and student-teaching supervisors will submit their Danielson evaluation forms to the administrative assistant, who will enter the data into the tracking spreadsheet. The administrative assistant will work with the Department Chair to collate the data and disseminate it among the faculty and student-teaching supervisors for analysis. The administrative assistant will take minutes of the meeting and archive notes detailing proposed actions in a dedicated computer file on the department's dedicated drive on the college's servers. Each year, the Department Chair will convey a synopsis of findings and program modifications regarding clinical experiences to external partners on campus (and beyond) as part of the EPP's effort toward accountability for quality assurance. Additional details can be found below in response to Standard 5.

Standard 3:

Stipulation:
The provider creates criteria for program progression and monitors candidates' advancement from admissions through completion. Providers present multiple forms of evidence to indicate candidates' developing content knowledge, pedagogical skills, and the integration of technology into all of these domains.

Rationale:
There is insufficient evidence that the EPP has a formal process for tracking candidate progressions along with alignment with evidence of actions taken in changes in curriculum/clinical experiences.

Evidence of monitoring candidates' performance advancement from admissions through completion is not available.

Rejoinder:

In our response to Standard 2, outlined above, the EPP acknowledges the need for a more comprehensive systemic assessment system and noted some specific changes it has identified

going forward. Here in response to Standard 3, in which the reviewers note "*insufficient evidence that the EPP has a formal process for tracking candidate progressions along with alignment with evidence of actions taken in changes in curriculum/clinical experiences,"* we articulate the details related to the formalization process more clearly.

As the reviewers acknowledged, and as we note in our response to Standard 2, the EPP does, in fact, collect multiple forms of data about its candidates. The EPP tracks candidates' GPA from admission through graduation. The EPP tracks disposition scores. The EPP tracks scores on Praxis and ICLA (Idaho Comprehensive Literacy Assessment) exams. It tracks scores on candidates' Danielson evaluations during student-teaching, and on the required candidate portfolios assigned each year. EPP faculty discussed candidates' progress during each department meeting (roughly every two weeks throughout the school year).

However, there were deficits in the record-keeping that attended the use of these measures. While formal action on individual candidates was recorded in departmental meeting minutes, rarely did the meeting minutes record discussions of candidates' specific issues, especially if they were not tied to program admission or removal. Evidence the EPP provided in its initial report, in CAEP 3.4, demonstrates that the EPP did take formal action when candidates' progress was deemed insufficient and warranted removal from a clinical placement and/or the program. Generally, while these discussions among EPP faculty of candidates' progress focused on the needs and performance of individual candidates, there was typically little or no formal, documented analysis of the program itself in light of the issues these candidates were facing.

Going forward, the EPP intends to streamline and regularize its benchmarks and to more formally track candidates' progress at key points in the program. Concurrently, the EPP will analyze system-wide candidate data and clearly document links to program modifications and improvements.

Artifact 1, referenced in Standard 2, outlines four key program assessment checkpoints. At each checkpoint, multiple forms of data will be collected for analysis. Most forms of data are consistent across each checkpoint so that comparisons can be made and improvements targeted quickly and easily. There are examples of data that are collected only at single checkpoints because that is when they occur in the program progression (e.g. ICLA scores). Even those data are still meaningful to program improvement and can provide an important triangulation to other measures. Danielson scores, dispositions scores, and portfolio scores are collected at each of the four checkpoints. Typically, when the EPP has collected these scores in the past, it has only recorded total scores rather than sub-scores in the individual domains. In the future, the EPP will also collect sub-scores. These sub-scores will also help the EPP determine if there are specific performance areas that should be targeted for improvement. Collecting only total scores can mask areas of deficiency even when an overall score is high and are thus less useful for program improvement.

To make this new systemic data collection and analysis viable, multiple shifts in EPP practices are necessary. The EPP will begin to make changes to its practices immediately, beginning at the start of fall term, 2018. First, EPP faculty will calibrate their scoring on the Danielson evaluation rubric used to assess candidates in clinical placements to establish interrater reliability. This is particularly necessary with a new faculty member joining the department. The course instructor

for EDU 202 Introduction to Education has agreed to transition during fall 2018 to the Danielson rubric from the other rubric currently used (though that rubric includes similar measures). Also during fall 2018, EPP faculty will calibrate their scoring on required candidate portfolios, again to establish interrater reliability. In the case of both the Danielson and portfolio scores, as noted the EPP will also record sub-scores in addition to overall scores. Finally, beginning in fall 2018 the EPP will begin systematically to collect artifacts that demonstrate candidate performance aligned to Core Teaching Standards.

While these adjustments have more to do with what was revealed from the state team review than CAEP, they are connected to the EPP's overall system of data collection and analysis. The visit revealed that the EPP must do more to take control over evidence collection rather than deferring that responsibility to the candidates via their portfolios. This shift will also allow the EPP to analyze candidate performance regularly and consistently and consider programmatic changes, consistent with the spirit of continuous improvement (see CAEP 5, for example), rather than sporadically or only in preparation for an accreditation visit.

In addition to better collection of data, the EPP will document its program review more concretely. Department meetings will include "assessment updates." The department's administrative assistant will take minutes of the meeting and archive notes detailing proposed actions in a dedicated computer file on the department's home drive on the college's servers. At the conclusion of each semester, one department meeting will be solely dedicated to assessment from the previous term. At the conclusion of each year, the EPP will conduct one longer "assessment retreat" at which time EPP members will review data collected that year, analyze that data and note trends, and discuss program changes. Also at the end of each year, the Department Chair will include a synopsis of findings and program modifications as part of its annual review submitted to external partners on campus as part of its quality assurance protocol, detailed below in response to Standard 5. See CAEP Artifact 2 for an overview schedule of program assessment tasks for the upcoming year.

Standard 4:

Stipulations embedded in the rejoinder narrative:

Standard 4 has proven the most challenging for us as an EPP, evident in the four stipulations related to this standard indicated in our review. We have had a difficult time discerning what this standard asks of us, how it connects to our program, and how we might meet its obligations. Thanks in particular to discussions this summer with partners from Northwest Nazarene University and Boise State University, we now have a path forward and tempered optimism that we are already positioned well to meet and exceed this standard in many ways that we could not discern previously. We also acknowledge the work our partners have done in the past few years to allow all EPPs to address this standard. As noted in the preface to this rejoinder, we as an EPP have not engaged as fully as we might the relationship with our partner institutions, and our program has suffered as a result. In the wake of our accreditation review, these same partners have helped us substantially and in short order by meeting with us over the summer to offer insights into our program and how we might effectively meet CAEP's standards. They also

provided invaluable insight into how we might create a sustainable structure of program review that enhances and highlights the quality of our EPP.

Sustained engagement with its program completers has been a hallmark of the College of Idaho EPP. Many program alumni continue to serve the department upon completion as cooperating teachers in clinical placements, including student-teaching, as guest speakers in classes, even as adjunct instructors for methods classes, among others. These sustained relationships, coupled with our smaller size that yields comparatively few completers, puts us at an advantage relative to our statewide partners in some ways. For example, the simple act of tracking our completers is a relatively easy endeavor since so many remain in the valley and remain in contact with us. Also, given how many of our completers remain local and serve our program, we no doubt have an easier time accessing their classrooms than larger colleges whose completers disperse at some distance. While we previously saw our small size largely as a deficit relative to other institutions, we now recognize many ways in which our small size is an asset.

Throughout this intense accreditation process, as an EPP we have been steadfast in our claim that we produce exemplary completers. Yet, we had no systematic way of learning about our program from those completers, nor did we adequately represent their quality, and by extension the quality of our program, during our CAEP review. We intend to rectify this in the future, beginning in fall 2018. What follows includes our systematic plan to learn from/ with our completers and the employers who hire them.

In CAEP 4.1, the reviewers noted that, *"The EPP did not provide direct and multiple-measures of completers impact on P-12 student learning."* In their rationale, the reviewers note that the EPP did not include sufficient evidence of "*multiple, direct measures of student learning from a representative sample of completers."* In CAEP 4.2, the reviewers stipulated that *"The EPP did not provide an analysis of direct measures of completers' effective application of professional knowledge, skills, and /or dispositions in a majority of licensure areas."* The reviewers note, too, that evidence was not *"disaggregated by licensure area, nor analyzed for program improvement."*

In Artifact 1, which shows the EPPs proposed revision of program assessment checkpoints, the final checkpoint is "completers." The EPP identifies multiple specific measures of completer data that will indicate completers' impact on P-12 learning and their effective application of professional knowledge, skills, and/or dispositions. The EPP will use Danielson evaluation data to assess completers' effective application of professional knowledge, and as a proxy for their impact on P-12 learning. Each year, the EPP will ask for a representative sample of cooperating completers to submit voluntarily the teaching evaluations used as part of their performance review. EPP supervisors will also schedule visits to conduct their own Danielson evaluations. Given that EPP faculty are in local schools to observe candidates in their clinical placements, it should be possible for those faculty to schedule time in completers' classrooms as well to conduct these evaluations.

In addition to Danielson/ teacher evaluation data, the EPP will collect and analyze completers' Individualized Professional Learning Plans (IPLP) to discern which areas completers target for improvement, searching for trends that could indicate specific areas where completers perceive weakness in their preparation. Thus, this would also be a measure in accord with CAEP 4.4 to establish "satisfaction of completers." For example, if completers regularly choose Danielson 2c, Managing Classroom Procedures, as an area for improvement, it could indicate that they feel underprepared in this area. The EPP would then have a data point that, in concert with other data (e.g. the statewide completer survey), it could use to decide whether there is a need for a particular programmatic change to address this area of concern. These IPLPs are intended to direct completers' professional development early in their careers and therefore provide a reference point for potential action research or self-study. Furthermore, the EPP can compare those indicators the completers select for improvement to their sub-domain score on the corresponding Danielson evaluation.

Beginning in the 2018-19 school year, the EPP will invite two completers, one elementary teacher and one secondary, to be partners in a pilot study that investigates their progress on one of the measures they identified in their IPLP. The Vice President for Academic Affairs at the college has already agreed to include such duties as part of the supervision load credit for EPP faculty. While the specific content and focus of that study is not yet clear, it will be grounded in the self-identified needs of the completer. Data that emerge from this pilot study will yield important insights for future study and, especially, will prove a useful triangulation of data with other measures such as employer surveys, Danielson evaluations, and so forth.

Finally, to *"have a system for the collection, analysis, evaluation, and interpretation of employer perceptions of completer preparation for job responsibilities"* (Standard 4.3) and to *"provide significant analysis of evidence or interpretation of results in satisfaction of completers"* (Standard 4.4), the EPP will re-engage with its statewide partners to participate in the employer surveys and completer surveys disseminated in opposite years. These surveys, which our partners in the state have already validated, will generate useful insights into perceived areas of program strength and weakness that will triangulate with measures outlined above. For example, employers' responses might indicate that our completers are strong in classroom management but weaker on scaffolding students' linguistic abilities. We would compare those findings to those generated in other measures, for example Danielson evaluations, to discern possible trends. Should a trend be identified, we would then have an evidence-based grounding for program change.

Each year, at the completion of spring term, EPP faculty and partners will convene an assessment retreat to analyze the findings from the year. Each retreat, the EPP will generate both program goals and research goals for the following year. This will establish a process of grounded program self-study. The EPPs response to Standard 5, below, further outlines its data analysis process via the end of year retreat.

Standard 5:

Stipulation:
Documentation that the quality assurance system disaggregates data by programs and other dimensions (e.g., over time, by race/ethnicity, gender, etc.)

Rationale:
The EPP does not provide sufficient evidence of multiple measures to inform operational effectiveness and support all CAEP standards

Response:
As our responses to Standard 2 and Standard 3 indicate, the EPP has identified multiple measures *"to inform operational effectiveness and support all CAEP standards."* Artifact 1 demonstrates these measures. In the future, as it reports data corresponding to these measures, the EPP will disaggregate data over time and by program to investigate relevant trends. Department meeting minutes dedicated to assessment review will note trends and include references to program change in response to those trends.

Stipulation:
Evidence of at least 75% of EPP-created assessments used in quality assurance systems are scored at the minimal level of sufficiency as defined by the CAEP Assessment Rubric.

Rationale:
The EPP did not present sufficient evidence that EPP-created assessments have: established content validity, interrater reliability or agreement at .80 or 80% or above, evidence that is cumulative, sequential and current (3 cycles or more), nor interpretations that are consistent, accurate and supported by data/evidence.

During the onsite visit, the EPP verified there is no quality assurance system for the unit, nor that the EPP-created assessments meet levels of reliability and validity.

Response:

As noted in the EPP's response to Standard 3, the EPP will begin to address the validity and reliability of its instruments immediately in fall 2018, assisted by the college's Associate Vice President for Institutional Effectiveness.

Stipulations for 5.3 and 5.4 are addressed in the following narrative detailing the quality assurance plan:

To respond to Standard 5, and to evaluate the quality of its program, the EPP proposes a multi-layered quality assurance system, effective fall 2018. As noted, the spring 2018 accreditation review propelled the EPP to examine its program closely, to own its shortcomings, to ponder its future, and to move reflectively, swiftly, and intentionally to initiate positive change. While not all changes are immediately discernable and immediately able to implement, the EPP faculty are confident that the plan outlined here accurately represents the department's earnest efforts toward reflective, sustained, and systematic improvement. We believe this plan will provide at

the same time a solid foundation for analysis as well as adaptability to future needs as they arise through program review.

The first step for the EPP to ensure effective review of its programs is to implement clear directives for collection of candidate artifacts, which it has already begun. The EPP has begun to target specific anchor artifacts that demonstrate alignment with the Idaho Core Standards. Similarly, it has directed course instructors to update syllabi to reflect standards fulfilled through each course. The EPP has constructed a curriculum map of its elementary preparation program that links courses to standards and identifies artifacts. Over the next year, the EPP will work with secondary content areas to map their programs, too. These curriculum maps will provide the EPP a coherent system for data collection and analysis in fulfillment of state review mandates and commensurate with CAEP Standard 1 and Standard 3. Further, the EPP has revised its approach to the 5th year internship seminar to focus much more closely on collecting candidates' artifacts. While candidates meet many of the performance standards through their student-teaching experience, the EPP has typically deferred responsibility for artifact documentation of those standards to the candidates themselves via their required portfolios. Beginning in fall 2018, the intern seminar instructor will facilitate artifact collection in "real-time" as candidates teach in their k-12 placements.

Second, the EPP will include regular "assessment updates" in each (approximately bi-weekly) department meeting throughout the school year. Department meetings have always included updates about candidates' progress in/ through the program, but as noted in our response to Standard 3, have not generally included an assessment of program-wide analysis linked to candidates' progression. While there may often be little new data generated from one meeting to the next, regularizing assessment updates as a systemic part of department meetings will keep assessment as a key departmental focus and establish assessment as a habit rather than ad hoc. It will also establish a system to track program-level assessment discussions that is more easily trackable, searchable, and compiled for analysis. These assessment updates will also include reminders about artifact/ data collection and other benchmarks.

Third, as noted in response to Standard 2, at the conclusion of each term, the EPP will devote one department meeting wholly to the purpose of analyzing clinical placements from the preceding term. Each year, the Department Chair will include a synopsis of relevant findings and changes to clinical experiences as part of the EPPs annual review submitted to campus stakeholders.

Fourth, the EPP will convene its Teacher Education Advisory Committee (TEAC) annually, reconstituted as the Teacher Education Assessment Committee. TEAC will meet annually as the capstone to the EPP's assessment retreat each spring. The charge of the committee will be to review assessment data from the previous year, including the eight outcome and impact measures identified in CAEP 5.4, and to recommend program changes. The TEAC will be composed of EPP faculty and student-teaching supervisors, representative classroom teachers, partner administrators, the college's Associate Vice President for Institutional Effectiveness, and the completers who have volunteered as part of the studies outlined in CAEP 4. In total, this includes

about fifteen people who can offer varied perspectives on the program and advocate program improvement. In its advisory role, the TEAC will make recommendations to EPP faculty, with whom rests ultimate authority to accept or reject recommendations and to implement changes. TEAC recommendations will include both program goals and research goals for the following year, catalyzing the EPP's annual selective improvement (required by CAEP 5.3 and 5.4).

Fifth, within two weeks of the conclusion of the annual assessment retreat, the Department Chair will submit a final annual report that recounts TEAC recommendations, outlines the EPP's targets for program approval and research goals for the following year, and reports the eight annual outcome and impact measures to the campus community via the Vice President for Academic Affairs, and to the public via a website linked to the department's webpage on the college's web portal. CAEP Artifact 3 provides a sample mock-up of the EPPs reporting of the eight Annual Reporting Measures.

Taken collectively, the EPP offers this as its plan that it *regularly and systematically: reviews quality assurance system data, identifies strengths and areas of improvement across programs, applies evidence/data from standards 1-4, uses evidence/data for most (80% or more) for program changes and modifications"* (Standard 5.3), and that systematically monitors and reports CAEP's annual impact measures "*with: relevant analysis of trends, comparisons with benchmarks, evidence of corresponding resource allocations, and alignment of results to future directions"* (Standard 5.4). Most importantly, this plan provides a sustainable foundation for the EPP to demonstrate its excellence in preparing teachers.

DEPARTMENT OF EDUCATION

SUBJECT

Curricular Materials Selection Committee Appointments

REFERENCE

April 17, 2014	Board approved seven appointments to the Curricular Materials Selection Committee for terms effective June 1, 2014 and ending May 31, 2019.
October 22, 2015	Board approved ten appointments to the Curricular Materials Selection Committee for terms effective July 1, 2016 and ending June 30, 2021.

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-118 and 33-118a, Idaho Code
Idaho Administrative Code, IDAPA 08.02.03 – Section 128, Curricular Materials Selection and Online Course Approval

ALIGNMENT WITH STRATEGIC PLAN

Goal 1: Educational System Alignment

BACKGROUND/DISCUSSION

The Curricular Materials Selection Committee helps to provide equity in the quality of instructional materials available to Idaho's public schools. The Committee recommends instructional materials for adoption by the State Board of Education (Board). Upon adoption by the Board, the State Department of Education contracts with the publishers of the materials, ensuring that all public schools, regardless of size, have the choice to purchase these quality materials at a low, contracted price.

Section 33-118a, Idaho Code and IDAPA 08.02.03, Section 128, set forth criteria for membership on the Curricular Materials Selection Committee (Committee). Committee members are appointed by the Board for a period of five (5) years. In accordance with IDAPA 08.02.03.128, the Committee consists of not less than ten (10) total members from the following stakeholder groups: certified Idaho classroom teachers, Idaho public school administrators, Idaho higher education officials, parents, trustees, local board of education members, members of the Division of Career Technical Education, and State Department of Education (Department) personnel. The Executive Secretary is an employee of the Department and a voting member of the Committee.

To fill current and upcoming vacancies on the Committee, nominations were sought from school districts, institutions of higher education, the Division of Career Technical Education, the Idaho School Boards Association, the Indian Education Committee, the Idaho Association of School Administrators, and Department staff.

Resumes for interested individuals are attached. Two current Committee members have submitted letters of interest for reappointment.

Nominees for reappointment include:

- Kristi Enger, Director of Educator Certification and Professional Development, Division of Career Technical Education (reappointment)
- Lisa Olsen, Teacher, Bonneville Joint School District #93 (reappointment)

The Department recommends the reappointment of all nominees, effective March 1, 2019.

Nominees for appointment include:

- Dana Johnson, PhD, Professor of Teacher Education and TESOL, Brigham Young University-Idaho
- Julie Magelky, PhD, Assistant Professor of Literacy, Lewis-Clark State College
- Taylor Raney, PhD, Director of Teacher Education, University of Idaho
- Bonnie Farmin, School Board member, Kellogg Joint School District #391
- Aaron McKinnon, Coordinator, Instructional Support for Student-Centered Learning, State Department of Education

The Department recommends the appointment of all nominees, effective March 1, 2019.

IMPACT

Appointment of Curricular Materials Selection Committee members ensures statutory compliance.

ATTACHMENTS

Attachment 1 – Current Curricular Materials Selection Committee Members
Attachment 2 – Kristi Enger Resume and Letter
Attachment 3 – Lisa Olsen Resume and Letter
Attachment 4 – Dana Johnson Resume and Letter
Attachment 5 – Julie Magelky Resume and Letter
Attachment 6 – Taylor Raney Resume and Letter
Attachment 7 – Bonnie Farmin Resume and Letter
Attachment 8 – Aaron McKinnon Resume

STAFF COMMENTS AND RECOMMENDATIONS

Section 33-118, Idaho Code assigns responsibility to the State Board of Education for determining how and under what rules curricular materials shall be adopted for the public schools. The Board of Trustees for each school district may also adopt their own curricular materials. Curricular materials are required to be consistent with our Idaho Content Standards. Pursuant to Section 33-118A, Idaho Code, the committee must consist of at least two “persons who are not public educators or school trustees. The current committee rosters includes one parent representative whose term expires June 30, 2021. One additional appointment will be made of a

person that does not work in education to bring the committee make-up into compliance with Idaho statute.

Staff recommends approval.

BOARD ACTION

I move to approve the request by the State Department of Education to reappoint Kristi Enger to the Curricular Materials Selection Committee for a five-year term, effective March 1, 2019 and ending April 30, 2024, representing Idaho Career Technical Education.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the request by the State Department of Education to reappoint Lisa Olsen to the Curricular Materials Selection Committee for a five-year term, effective March 1, 2019 and ending April 30, 2024, representing certificated classroom teachers.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the request by the State Department of Education to appoint Dana Johnson to the Curricular Materials Selection Committee for a five-year term, effective March 1, 2019 and ending April 30, 2024, representing higher education.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the request by the State Department of Education to appoint Julie Magelky to the Curricular Materials Selection Committee for a five-year term, effective March 1, 2019 and ending April 30, 2024, representing higher education.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the request by the State Department of Education to appoint Taylor Raney to the Curricular Materials Selection Committee for a five-year term, effective March 1, 2019 and ending April 30, 2024, representing higher education.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the request by the State Department of Education to appoint Bonnie Farmin to the Curricular Materials Selection Committee for a five-year term, effective March 1, 2019 and ending April 30, 2024, representing trustees.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the request by the State Department of Education to appoint Aaron McKinnon to the Curricular Materials Selection Committee for a five-year term, effective March 1, 2019 and ending April 30, 2024, representing the State Department of Education.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Selection Committee

Curricular Materials

COMMITTEE LISTING

Committee Member	Stakeholder Group
Elizabeth James	Executive Secretary, Idaho State Department of Education
Kristi Enger Term Expires: May 31, 2019	Idaho Career and Technical Education
Vacant	Idaho Higher Education Official
Vacant	Idaho Public School Administrators
Laree Jansen Term Expires: June 30, 2021	Parent
Vacant	Parent
Vacant	Trustee/Local Board of Education Member
Stacey Jensen Term Expires: June 30, 2021	Certified Idaho Classroom Teacher Pocatello/Chubbuck School District #25
Zoe Jorgensen Term Expires: October 31, 2020	Certified Idaho Classroom Teacher Idaho Falls School District #91
Sharon Tennent Term Expires: October 31, 2020	Certified Idaho Classroom Teacher Boise Independent School District #1
Lisa Olsen Term Expires: May 31, 2019	Certified Idaho Classroom Teacher Bonneville Joint School District #93
Melyssa Ferro Term Expires: October 31, 2020	Certified Idaho Classroom Teacher Caldwell School District #132

Committee Member	Stakeholder Group
Darlene Dyer Term Expires: June 30, 2021	Certified Idaho Classroom Teacher Blaine County School District #61
Vacant	State Department of Education Personnel

For Questions Contact

Instructional Support for Student-Centered Learning
Idaho State Department of Education
650 W State Street, Boise, ID 83702
208 332 6800 | www.sde.idaho.gov

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IDAHO Career & Technical Education

November 20, 2018

Elizabeth James, Curricular Materials Coordinator
Idaho State Department of Education
650 W State Street
Boise, ID 83720

REQUEST FOR RENEWAL AS CURRICULAR MATERIALS SELECTION COMMITTEE MEMBER

Please accept this letter as my formal request to remain a member of the Curricular Materials Seclection Committee for another term. My current term expires May 31, 2019.

I have appreciated the process that Idaho takes in carefully reviewing curricular materials for use in Idaho K-12 schools. As an educator, and now a director of educator certification at the state level, I believe our process takes out some of the guesswork for districts across the state as to the degree that given curricular materials align to learning standards and competencies. As a result, districts can expend limited resources for greater impact.

I appreciate the opportunity to be considered for another term. Should you have additional questions, please do not hesitate to contact me.

Respectfully,

Kristi A. Enger

Kristi Enger, Director
Certification and Professional Development

650 West State Street, Suite 324
P.O. Box 83720
Boise, ID 83720

p: 208.334.3216
info@cte.idaho.gov
cte.idaho.gov

Kristi A. Enger

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

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

Professional Honors and Activities

Professional Standards Committee *(Idaho State Department of Education), 2015*
Leadership In Career Development Award *(Idaho Career Development Association), 2014*
Association for Computer-Based Systems for Career Information *(Idaho CIS), 2010*
National Leadership Cadre *(OVAE School Counseling State Consortium, 1 of 8 states), 2006*

Professional Experience

IDAHO DIVISION OF CAREER & TECHNICAL EDUCATION – Boise, Idaho
State of Idaho education agency responsible for programs leading to less than a Baccalaureate degree

Certification and Professional Development Director, Secondary Programs Director; Secondary Coordinator; IOT & Marketing Education Program Manager, Career Guidance Coordinator
6/2005 to Present

Certify CTE educators as per Idaho Rule. Implement and facilitate professional development opportunities. Oversee Idaho's secondary CTE programs and funding. Coordinate programs associated with the *High Schools That Work* school reform model. Represent the Division as a superintendents' liaison. Manage individualized occupational training and marketing education programs toward the Division's quality initiative. Coordinate career guidance grades 7-16 statewide to support professional-technical programs and access for all students, including special populations.

Selected Accomplishments:

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

GLENNS FERRY SCHOOL DISTRICT NO. 192 – Glenns Ferry, Idaho
Local education agency
High School Principal, 6/1999 to 6/2005

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

Selected Accomplishments:

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

THREE FORKS SCHOOL DISTRICT – Three Forks, Montana
Local education agency
K-6 Counselor, Drug-Free Schools Coordinator, Technology Coordinator, 8/1995 to 5/1999

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

Selected Accomplishments:

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

WILLOW CREEK SCHOOL DISTRICT – Willow Creek, Montana
Local education agency
K-12 Counselor, Drug-Free Schools Coordinator, Title I Coordinator, 8/1995 to 5/1999

Selected Accomplishments:

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

POPLAR PUBLIC SCHOOL DISTRICT – Poplar, Montana
Local education agency
High School Counselor, 6/1991 to 5/1995

Selected Accomplishments:

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

Business Education Instructor, 8/1987 to 5/1991

Selected Accomplishments:

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

Professional Memberships

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

Education

MONTANA STATE UNIVERSITY – Bozeman, Montana
Administrative Endorsement, Educational Leadership, 8/1998

MONTANA STATE UNIVERSITY – Bozeman, Montana
Masters of Education, 8/1994

- Major: Guidance and Counseling | Graduated with highest honors

MONTANA STATE UNIVERSITY – Bozeman, Montana
Bachelor of Science, 3/1986

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

Lisa Shiosaki Olsen *208-313-1315*
1330 Melody Drive, Idaho Falls, ID 83402 lolsen@nnu.edu;olsenl@d93.k12.id.us

December 3, 2018

Elizabeth James, Curricular Materials Coordinator
Idaho State Department of Education
650 W State Street
Boise, ID 83720

REQUEST FOR RENEWAL AS CURRICULAR MATERIALS SELECTION COMMITTEE MEMBER

To Whom It May Concern:

Please accept this letter as my formal request to remain a member of the Curricular Materials Selection Committee for another term. My current term expires May 31, 2019.

Thank you for the past opportunity to serve as a member of the Curricular Materials Selection Committee. I have valued the experience and opportunity to serve in this capacity and have appreciated the opportunity to work with many wonderful educators from across the state.

The materials selection review is a valuable process that allows educators a chance to delve deeply into multiple resources and provide valuable feedback to others who are considering that resource for their school. This assists districts in wisely spending their limited resources on the materials that will fit the needs of their students.

Thank you for considering me for an additional term of service. Please, feel free to contact me if you have additional questions.

Best Wishes,

Lisa J. Olsen

Lisa J. Olsen

Lisa Shiosaki Olsen *208-313-1315*
1330 Melody Drive, Idaho Falls, ID 83402 lolsen@nnu.edu;olsenl@d93.k12.id.us

Professional Profile

I currently teach English 9, Titan Up, and 10 at Thunder Ridge High School.

- TRHS English Department Chair
- TRHS Grant Writing Focus Chair
- TCHS Student Council advisor
- TCHS Senior Project advisor
- Presented at school and district in-service on document based inquiries in Idaho Coach Network
- Mentors new teachers and student teachers
- Researched the effects of intrinsic motivation on reading comprehension for master's program

Professional Accomplishments

- **Idaho Curricular Materials Selection Committee Member**
- **Smarter Balanced Assessment Consortium Question Writer and Reviewer**
- **Cross Curricular Team Leader**
- **High School Praxis Standard Setting in Princeton, NJ**
- **Total Instruction Alignment Reviewer**
- **Idaho Humanities Council-Why Mark Twain Still Matters Conference Recipient**
- **Rookie Teacher of the Year Award 2007**

Work History

High School English	Thunder Ridge High School, Idaho Falls, ID	2018-present
High School English	Technical Careers High School, Idaho Falls, ID	2015-2018
Eighth-grade English language arts teacher	Rocky Mountain Middle School, Idaho Falls, ID	2007-2015
Literacy Aide	3-B Juvenile Detention Center, Idaho Falls, ID	2006-2007
Substitute Teacher	School Districts 91 and 93, Idaho Falls, ID	2005-2006

Education

Masters of Education	Northwest Nazarene University, Nampa, ID	December 2012
Bachelor of Science in English Education	Brigham Young University-Idaho, Rexburg, ID	December 2005
Associates Degree in Arts and Sciences	Ricks College, Rexburg, ID	December 1991

References

Craig Miller
Vice-Principal at Hillcrest High School
2800 Owen Street
Ammon, ID, 83406
208-525-4429; 208-521-5770
millercr@d93.k12.id.us

Stacey Bergeson
AP English teacher; librarian
926 E 27th Avenue
Torrington, WY 82240
208-390-4240
Stacey.bergeson@yahoo.com

Angie Leblanc
School liaison
3497 North Ammon Road
Idaho Falls, ID 83401
208-525-4433; 208-534-8255
leblanc@d93.k12.id.us

Teresa Angell
Bonneville Online High School; friend
847 Claire View
Idaho Falls, ID 83402
208-755-7628
angellt@d93.k12.id.us

October 16, 2018

To Elizabeth James,

I am excited to submit this cover letter and resume for consideration in the appointment to serve as part of the Curricular Materials Selection Committee. I have been involved in education for almost 25 years as a public school teacher and professor and dean in a teacher preparation program. I began my teaching career working on the Fort Hall Indian Reservation located in Southeast Idaho. It was here where I began my focus on improving education for students, especially those with multi-cultural backgrounds. For the next nine years I continued teaching in the public school system as an elementary teacher. During this time, I continued my focus on multi-cultural education and curriculum as I taught and worked as the district's supervisor of migrant school for three years following completion of my master's degree in administration.

As a professor and former Dean of Teacher Education for the past 15 years at Brigham Young University - Idaho, I have continued a strong interest and commitment to public education and learning for all P-12 students. As part of this commitment to public education, I have continued to maintain my Idaho teaching endorsement as well as my administrator endorsement. I have worked with pre-service teachers in aligning curriculum and accessing resources to meet state standards.

I recently completed a term on Idaho's Professional Standards Commission with two of those years serving as chair of the Standards Committee. Although these standards focus on the preparation of future teachers, spending time understanding standards, coordinating them with resources, and determining how to meet and measure specified standards has continued to strengthen my curricular development and alignment.

During my time as an educator, I have focused on curriculum alignment to standards, whether as a public educator or working with pre-service teachers. I would hope that my background and experiences would allow me to be a valuable member of the Curricular Materials Selection Committee by representing Idaho higher education.

Thank you for your consideration,

Dana A. Johnson

Dana A. Johnson, PH.D.

DANA A. JOHNSON, PH. D.

Academic Address:
Department of Teacher Education
148 Rigby Building
Brigham Young University- Idaho
Rexburg, Idaho 83460-1930
(208) 496-4115
johnsonda@byui.edu

Personal Address:
202 North 200 West
Blackfoot, Idaho 83221
208-604-5975

EDUCATION

- **PH.D.**, University of Idaho, Moscow, ID
  May 2008
  Dissertation: *Application of Mezirow's Transformational Learning Theory In A Multiple Case Study of First Year Elementary School Teachers*
  Major: Education
  Emphasis: Educational Leadership

- **M.Ed.**, Idaho State University, Pocatello, ID
  May 1999
  Masters Project Study: *Augusta County & Beech Mountain Institute – In the Wake of School Reform*
  Educational Leadership

- **B.S.**, Idaho State University, Pocatello, ID
  December 1992
  Elementary Education

CURRENT CERTIFICATION

- **Administrator**
  School Principal Pre-K- 12, Idaho

- **Standard Elementary**
  All Subjects K – 8, Idaho

PROFESSIONAL EXPERIENCE

- **Professor of Teacher Education & TESOL,** Brigham Young University-Idaho, Rexburg, ID
  2003 – Present

- **Accreditation/Program Reviewer of Educator Preparation Programs in Idaho:** NNU (2018), College of Idaho (2018), Lewis-Clark (2017), University of Idaho (2016)

- **Dean,** Teacher Preparation Program, Brigham Young University-Idaho, Rexburg, ID
  Jan. 2016 – Jan. 2018: Oversaw student teaching office, accreditation and curriculum development

- **Idaho State Professional Standards Commission,** member Sept. 2015 – July 2018; Chair of Standards Committee Sept. 2016 – July 2018

- **Idaho Association of Colleges of Teacher Education,** member Jan. 2015 – Jan. 2018; President Elect/Secretary July 2017 – Jan. 2018; Treasurer June 2016 – July 2017

- **Idaho Coalition for Educator Preparation,** member Jan. 2015 – Jan. 2018

- **Associate Dean,** College of Education & Human Development, Brigham Young University-Idaho, Rexburg, ID Jan. 2015 – April 2016

- **Elementary Education Program Director,** Brigham Young University-Idaho, Rexburg, ID
  Jan. 2014 – Jan. 2015

- **Supervisor of Migrant and Summer Reading School,** Blackfoot, Idaho.
  2000, 2001, 2002

- **Teacher,** Blackfoot, Idaho. Fifth grade, Third grade, English as a Second Language Teacher for Kindergarteners.
  1995-2002

- **Teacher,** Fort Hall, Idaho. Fort Hall Indian Reservation. Fifth grade, Third grade, Second/Third Grade Combined Class
  1993-1995

BYU-IDAHO COURSES TAUGHT

- **TESOL 200**

Fundamentals of TESOL
Required course for all TESOL education minors & TESOL minors

- **ED 448**

Assessment and Evaluation in Education
Required course for Elementary Education majors

- **ED 200**

History and Philosophy of Education
Required course for all Education majors

- **ED 304**

Educational Psychology
Required course for all Education majors

- **ED 312**

Culture and Diversity in Education
Required course for all Elementary, Early Childhood and TESOL majors

- **ED 492**

Student Teaching
Supervisor of student teaching experience

- **ED 449**

Elementary & Early Childhood Senior Practicum
Required course for all Elementary and Early Childhood majors

- **FD COM 201**

Foundations: Professional Communication
Required course for all incoming freshman

- **SPED 360**

Exceptional Students (6 – 12th grade)
Required course for all Secondary Education majors

UNIVERSITY ACTIVITIES & AWARDS

- BYU-Idaho Outstanding Faculty Recognition Award
  2014, 2009

- University Learning and Teaching Committee member
  2013 – 2015

- Wrote textbook *Creating Mighty Oaks – The History and Philosophy of American Education* for ED 200 course used for online and face-to-face courses for all elementary education majors
  2012 – 2013

- Technology Chair & committee member: developed assessments to measure student competency in use of technology; course alignment of technology use
  2010 – 2015

- Mentor to new hires and adjunct faculty
  2004 – 2015

- Faculty Lead to Develop new course for elementary and special education majors: *ED 304: Development, Cognition and Understanding*
  2014

- Faculty Lead to Develop online curriculum and course for *ED 200: History and Philosophy of Education*: First online Teacher Education course offered at BYU-Idaho
  2009

- Education Department representative to assist creating new foundation course for all incoming freshman: FD COM 201: *Professional Communication*
  2008

- Coordinator of the methods course; assisting in the mapping of the course, evaluating course content and textbooks, supervision of students.
  2005 - 2007

- Member of math committee; coordinating new math methods course and outlining course objectives and standards.
  2005 – 2009

PRESENTATIONS

- *Do You Know How Great You Are?* BYU-I World Wide Devotional; July 15, 2014, Rexburg, Idaho.
- *Powerful Assessment Practices Leading to Increased Student Learning.* Teacher In-service Training, Blackfoot, Idaho 2013
- *Transformational Learning in Beginning Teachers*. Northwest Association of Teacher Educators Conference, Seattle University, 2009
- *Experiencing a Change through Reading.* Children and Young Adult Literature Conference, Brigham Young University-Idaho 2009

ADDITIONAL TRAINING

- Framework for Teaching: Enhancing Professional Practice. Charlotte Danielson
- Assessment Training Institute. Rick Stiggins
- Mathematical Thinking for Instruction. Idaho State Department of Education

Elizabeth James
Curricular Materials Coordinator
Idaho State Department of Education
650 W. State Street, Boise, ID 83720

Dear Ms. James,

I am writing to you to express my interest in representing higher education on the State Curricular Materials Selection Committee. I have included my vitae for your review. I believe I have the qualifications you are looking for in a higher education representative. I have 14 years of experience in the classroom and this is my fourth year as a professor at Lewis-Clark State College. I teach courses that students need in order to earn their endorsement in literacy. They include: Children Literature, Psycholinguistics, Language and Literacy, Emergent Literacy, and Content Area Literacy. Students who take these courses are working toward elementary and secondary education certification. I am currently on the LCSC Curriculum Committee, have participated in the Idaho Higher Education Literacy Partnership (IHELP) and was a reviewer for the State of Idaho Curricular Review in June, 2017. In addition, I have attended several literacy workshops and trainings sponsored by the State which has allowed me to become familiar with how the State views the role of literacy in the school curriculum.

With my background as an experienced classroom teacher and a professor at a higher education institution, I have a unique perspective on the selection of curriculum to meet the Idaho Content Standards. I understand the importance of using curriculum that is a 'good fit' for the teacher, school, and the required standards. If you require additional information in order to make your selection for the higher education representative, don't hesitate to give me a call (208-596-6803) or email me at jkmagelky@lcsc.edu.

Respectfully,

Julie Magelky

Julie Magelky, PhD
Assistant Professor, Literacy
Room 203, Administration Building
500 8th Ave
Lewis-Clark State College
Lewiston, Idaho 83501

LEWIS-CLARK STATE COLLEGE

Julie K. Magelky, Ph.D.
Curriculum Vitae

Julie K. Magelky, Ph.D.
Assistant Professor, Literacy
Division of Teacher Education
Lewis-Clark State College
500 8th Avenue
Lewiston, Idaho 83501
W: 208-792-2285

Home:
1020 East B Street
Moscow, Idaho 83843
H: 208-882-9701
C: 208-596-6803

EDUCATION

Doctorate of Philosophy of Education**,** Cognate: Early Childhood Special Education, Literacy, Dissertation: *Perceptions of Families and Coaches on the Importance of Emergent Literacy Activities of Young Children with Disabilities,* College of Education, University of Idaho, 2014.

Master of Education, Major Field: Reading and Language Arts, additional Reading Resource Specialist Certification, Washington State University, Pullman, Washington, 1989.

Bachelor's Degree, Education, Elementary Education with Reading Emphasis, Lewis-Clark State College, Lewiston, Idaho, 1979.

Completed courses toward degree in Elementary Education, University of Idaho, Moscow, Idaho, 1975-1978.

EXPERIENCE

2015-Present	Assistant Professor, Literacy, Division of Teacher Education, Lewis-Clark State College. Responsible for designing and delivery of content for literacy coursework (Psycholinguistics, Emergent Literacy, Children's Literature, and Content Area Reading) for the Literacy Endorsement offered through the Division of Teacher Education. Position is responsible for supervising interns, online and face-to-face course development, teaching, scholarly activities and professional development. Lead for the literacy team within the Division.

2001-2015 Center on Disabilities and Human Development,
University of Idaho

2004-2015, Director of Dissemination
Provide oversight of design and distribution for all promotional materials for CDHD, initiate and manage marketing plan, distribute curriculum and training materials created by projects, write and distribute press releases for CDHD and project events, manage CDHD homepage and Facebook postings. Supervised webmasters and interns for CDHD website. (2006-2012). Organized, promoted, and managed CDHD's annual community Artwalk, 2004-2012.

2014-2015-Academic Manager, Faculty Lecturer, Literacy Assessment and Intervention, EDCI 466, College of Education.
Designed and delivered course content within a virtual classroom environment. Class delivered using BBLearn and Collaborate (3 semesters). Students who successfully completed the course, met the ICLA 3 requirement.

2006-2009-Interim Associate Director
Responsible for general center management, which included authorizing and monitoring center budgets, grant origination, writing, interpreting and applying university policies, hiring, promoting, and evaluating staff, trainees, self-advocates, and resolving personnel matters..

2001-2010- Project Coordinator/Project Director
Family Support 360 Project
Oversight provided for federal grant which included the submission of grant through Projects of National Significance. Program development in partnership with the Idaho Department of Health and Welfare including a Logic Model, strategies for implementation of the goals, and a formal evaluation of the outcomes of the project. Project established two regional Family Support offices (Idaho Falls and Lewiston) to assist families who have a member with a disability who had a financial need for equipment, training, and resources.

2007 Instructor, *Introduction to Early Childhood,* FCS 210
Family and Consumer Sciences, College of Agriculture, University of Idaho, fall semester

2002-2005 2012-2015	Adjunct Faculty, *Diagnosis and Assessment of Reading Difficulties,* EDTE 466, University of Idaho, Moscow, Idaho
2001	Adjunct Faculty, *Survey of Language Arts*, T&L 306, Washington State University, fall semester Adjunct Faculty, *Children's Literature*, T&L 307, Washington State University, fall semester
1990-2001	Classroom Teacher-Olympia, Washington. Kindergarten, First Grade, Reading Specialist, Special Education
1989-1990	Adjunct Faculty-Washington State University, Teaching and Learning, Introduction to Exceptional Children, Pullman, Washington
1982-1985	Classroom Teacher- Kindergarten, Lewiston, Idaho
1980-1981	Classroom Teacher-Preschool Teacher, Walla Walla Community College, Clarkston, Washington

UNIVERSITY AND COLLEGE TEACHING EXPERIENCE

2015-Present	Assistant Professor, Literacy Lewis-Clark State College Lewiston, Idaho
2012-2015	Faculty Lecturer University of Idaho Moscow, Idaho
2007	Adjunct faculty University of Idaho Moscow, Idaho
2002-2005	Adjunct faculty University of Idaho Moscow, Idaho
2001	Adjunct faculty 2 courses Washington State University
1989-1990	Adjunct Faculty Washington State University

Pullman, Washington

COURSES DEVELOPED AND TAUGHT

Lewis-Clark State College
RE 301-P60 Psycholinguistics, Language, and Literacy (Distance Learning)
RE 301 Psycholinguistics, Language, and Literacy (Face to Face)
RE 303 Emergent Literacy (Distance Learning)
RE 422 Reading in the Content Area (Distance Learning)
RE 217 Children's Literature and Storytelling (Distance Learning)

University of Idaho
EDCI 466 Literacy Assessment and Intervention (New Title) (Distance Learning)
EDCI 466 Diagnosis and Assessment of Reading Difficulties (Face to Face)
FCS 210 Introduction to Early Childhood (Hybrid)

Washington State University
T & L 306 Survey of Language Arts
T & L 307 Children's Literature
T & L Introduction to Exceptional Children

RESEARCH

2014-2015 -*Supporting Adaptability through Authentic Assessments among Preservice Teachers*, Vaughn, Margaret and Magelky, Julie, IRB approved qualitative research involving UI education students participating in face-to face and virtual classrooms.

2013-2014- *Perceptions of Families and Coaches on the Importance of Emergent Literacy Activities of Young Children with Disabilities*, research conducted in partial fulfillment of the requirements for the Degree of Doctorate of Philosophy.

PROFESSIONAL WRITING

Publications
Magelky, J., *Perceptions of Families and Coaches on the Importance of Emergent Literacy Activities of Young Children with Disabilities* (A Dissertation presented in partial fulfillment of the requirements for the Degree of PhD. Defended October, 2014).

Magelky, J., *Its Simple: Families Will Tell You What They Need: A Family-Centered Model for Supporting Families who Have a Member with a Disability*, Article written for Ph.D. Preliminary Exam, May, 2010. University of Idaho.

Maring, Dr. Gerald and Magelky, Julie K. *Effective Communication: Key to Parent/Community Involvement*. The Reading Teacher, April 1990, Washington State University.

Grant Writing

Vaughn, M., Magelky, J., Adaptive Literacy Leaders, Teachers as Learners RFP, James S. McDonnell Foundation, 2017, unfunded.

Magelky, J., Professional Development Fund, Grant proposal to send one staff member to the International Literacy Association National Conference, Boston, Mass., July 2016, funded.

Magelky, J. Faculty Professional Development, Grant proposal to send four staff members and students to the International Literacy Association National Conference, March, 2016, unfunded

Wappett, M., Balanoff, Trina, Magelky, J., Rios, L., Everybody Works! Idaho Project, $400,000/year for five years, July 2012, unfunded.

Fodor, J., Carson, J., Magelky, J., Rios, L., Idaho Discovery Accessible Media Project: Stepping-Up Technology Implementation, Office of Special Education and Rehabilitative Services, Department of Education, $500,000/year for five years, June 2012, unfunded.

Magelky, J. and Wappett, M., Idaho Community Access Project (ICAP), Administration on Developmental Disabilities, 2010, unfunded.

Fodor, J. and Magelky, J., Idaho, Family Support 360 Project, Administration on Developmental Disabilities, 5 years funded at $250,000/year, 2004-2009.

Wappett, M., Magelky, Julie, Warren, Tracy, and Smith, Jill, Person Centered Planning, Idaho Division of Medicaid, Funded 2008.

Magelky, J., Idaho National Service Inclusion Project, National Service Inclusion Project, $20,000/year, Funded 2009.

Magelky, J., Community Accessible Garden, University of Idaho, $1,500, Funded 2009.

PRESENTATIONS

2017	Magelky, J. How to Discover Your Active Side in an Online Environment: A Beginner's Guide, Active Learning Symposium, University of Idaho, May 1, 2017.
2015	Vaughn, M. and Magelky, J., Exploring Teacher Adaptability in a Face to Face and Online Undergraduate Literacy Course, Association of Literacy and Education Researchers (ALER), Costa Mesa, California, November 6, 7, 2015 Presentation accepted, neither speaker attended due to weather restrictions.
2015	Magelky, J., Do you have "Common Cents" for Independence? Tools for Life Transition Conference. March 2015.

2006	Magelky, J., Review of Idaho Family Support, Senate Health and Welfare Committee, Idaho Legislature, February 2006.
2006	Magelky, J. and Smith, J., Developing Family Centered Resources, Tools for Life Conference, Boise, Idaho February 2006.
1999	Magelky, J., and Santora, G., Data Collection and Instruction, First Steps Best Practices Workshop, Olympia School District, March 1999.
1996	Magelky, J., Supporting Students with Special Needs in the Least Restrictive Environment, Center for Supportive Education, McKenny Elementary, Olympia, Washington, March 23 and 24, 1996.
1996	Magelky, J., Helping Kids Learn to Read, An Educational Assistant Workshop, Olympia School District. March 4, 1996.
1996	Magelky, J. and King, P., Building Strong Teams and Supportive Strategies for Diverse Learner, Center for Supportive Education Conference, Fife, Washington, June 27 and 28, 1996.

EARNED TEACHING CERTIFICATES

Washington
Reading Resource Specialist, 1990-2006
Continuing Teacher Certificate, 1990-2006
Endorsements:

K-12	Special Education	4-12	Social Studies
K-12	Reading	4-12	Anthropology
K-8	Elementary Education	4-12	Psychology
4-12	English/ Language Arts	4-12	Sociology

Idaho
Advanced Elementary Certificate, 9/1/89-9/01/94
Endorsements: All subjects K-8, Reading K-12
Standard Elementary Certificate, 1/18/80-9/01/89
Endorsements: All subjects K-8

SERVICE AND LEADERSHIP

2018-present	Member of the LCSC Curriculum Committee
2018-present	Chair for one search committee and a member of one additional search committee.
2017	Chair for five search committees and member of two additional search committees
2017	2018 Curricular Review Team for the Idaho State Department of Education
2017 Fall	Division of Education Mentor Program
2017-Present	Field Council Representative for Idaho, Literacy Research Association, International Literacy Association
2017	Board Member, Inland North West Reading Council, Regional Council for International Literacy Association
2016F-2017S	Professional Education Committee (PEC), faculty representative
2016-2017	Faculty Mentor for Idaho Literacy Club for Young Professionals, Student Club
2016-Present	Active Learning Discussion Circle, in support of the Active Learning Symposium, Doceo Center, University of Idaho
2015-2017	LCSC Communication Committee, faculty representative
2015-2017	Idaho Higher Education Literacy Partnership (IHELP), LCSC Representative for statewide group
2008-Present	Idaho Impact, Inc., Non-Profit supporting community activities for people with disabilities, President
2015	Spalding Survey-Dean Flores requested my input on a survey to determine office space needs within the building in preparation for a future remodel, October, 2015
2011-2015	ADA Taskforce, University of Idaho
2001-2015	Lead and participant in workgroups to support CDHD activities: Grant writing and origination, Dissemination group, Technology workgroup, Core leadership

2008-2010	Person Centered Planning, Stakeholder Advisory Group, Idaho Council on Developmental Disabilities
2004-2006	Interagency Coordinating Council, Idaho Infant and Toddler Program, Governor appointment

PROFESSIONAL DEVELOPMENT

2018	New IRI Training, Facilitated by Istation and Idaho Department of Education, Lewis-Clark State College, September 27.
2018	Region I Literacy Workshop K-3, Sponsored by Idaho Coaching Network, July 17.
2018	Region II: O Spring Conference, hosted by the Idaho ELA Literacy Coaches, Lewiston, Idaho (Spring)
2016	Attended the International Literacy Association annual Conference, Boston, Mass.
2016	North Idaho Association for the Education of Young Children Early Childhood Conference, Coeur d'Alene, Idaho, October 22, 2016
2016	Campus Conversation (mission, core themes, and strategic enrollment), Facilitated by Dr. Lori Stinson, Provost. (Fall)
2016	International Literacy Association Conference, Boston, Mass., July 2016
2016	Active Learning Discussion Circle, Doceo Center, University of Idaho (bi-weekly until March 2016)
2015	Idaho Reading & Literacy Summit, Boise, Idaho, November, 2015
2015	Academic Advising Training, Lewis-Clark State College, September and November, 2015
2015	Faculty Blackboard Showcase, Lewis-Clark State College, October, 2015
2015	Danielson Framework Certification, July 2015

PROFESSIONAL MEMBERSHIPS

2017	Literacy Research Association (LRA), International Literacy Association
2016-Present	Inland North West Reading Council (INWRC), Regional Council for International Reading Council
2016-2017	National Association for the Education of Young Children (NAEYC)
2015-2016	Association of Literacy Education Researchers (ALER)
1990-Present	International Reading Association (ILA)

University of Idaho

October 1, 2018

To Whom It May Concern:

I am very interested in serving on the Curricular Materials Selection Committee for the Idaho State Board and Department of Education. As an Idaho-certified teacher and administrator, parent, and faculty member focused on the preparation of educators, I am confident my participation will add great value to the work of the committee and my own understanding of the curriculum taught in Idaho schools.

At the University of Idaho, we maintain a library of all state-approved curricula for use by our teacher candidates. They interact with those curricula to build understanding, develop lessons, and intervene with struggling students. I have seen the value of maintaining a state database of approved materials and would appreciate the opportunity to perpetuate those efforts.

Sincerely,

Taylor Raney, Ph.D.
Director of Teacher Education
Associate Chair, Department of Curriculum and Instruction
College of Education, Health and Human Sciences
University of Idaho

COLLEGE OF EDUCATION, HEALTH AND HUMAN SCIENCES ▪ OFFICE OF THE DEAN
875 Perimeter Drive MS 3080, Moscow ID 83844-3080 | coe@uidaho.edu ▪ uidaho.edu/ed | 208-885-6772

CURRICULUM VITAE

University of Idaho

NAME: Taylor Raney **DATE:** September 20, 2018

RANK OR TITLE: Director of Teacher Education, Associate Department Chair and Clinical Associate Professor of Curriculum and Instruction

DEPARTMENT: Curriculum and Instruction

OFFICE LOCATION AND CAMPUS ZIP:
Education Building 507
Mail Stop 3080

OFFICE PHONE: (208) 885-1027
FAX: (208) 885-6761
EMAIL: tcraney@uidaho.edu
WEB: www.uidaho.edu/ed/ci/taylorraney

DATE OF FIRST EMPLOYMENT AT UI: June 21, 2015

DATE OF PRESENT RANK OR TITLE: June 21, 2015

EDUCATION BEYOND HIGH SCHOOL:

Degrees:

Ph.D. (2015) Northwest Nazarene University, Educational Leadership
Ed.S. (2013) Northwest Nazarene University, Educational Administration - Superintendency
M.Ed. (2012) Northwest Nazarene University, Curriculum and Instruction
M.Ed. (2006) Northwest Nazarene University, Educational Administration – Principalship
B.S.Ed. (2002) University of Idaho, Secondary Education

Certificates and Licenses:

Idaho Standard Secondary Credential: English 6/12, French K/12, Humanities 6/12, Psychology 6/12
Idaho Standard Administrator: School Principal PreK/12, Superintendent

EXPERIENCE:

Teaching Appointments:

2015–Present Clinical Associate Professor, Department of Curriculum and Instruction, University of Idaho, Moscow, ID
2003–2008 Secondary Teacher, West Junior & Boise Senior High Schools, Boise School District, Boise, ID

Academic Administrative Appointments:

2018-Present Associate Chair, Department of Curriculum and Instruction, College of Education, Health and Human Sciences, University of Idaho, Moscow, ID
2015-Present Director of Teacher Education, College of Education, Health and Human Sciences, University of Idaho, Moscow, ID
2015-Present Chief Certification Officer, College of Education, Health and Human Sciences, University of Idaho, Moscow, ID
2015-Present Elementary Program Coordinator, College of Education, Health and Human Sciences, Department of Curriculum and Instruction, University of Idaho, Moscow, ID
2015-Present Secondary Program Coordinator, College of Education, Health and Human Sciences, Department of Curriculum and Instruction, University of Idaho, Moscow, ID
2013-2015 Director of Teacher Certification, Idaho State Department of Education, Boise, ID
2013-2015 Director of Professional Standards, Idaho State Department of Education, Boise, ID
2008-2013 Elementary School Principal, Caldwell School District, Caldwell

TEACHING ACCOMPLISHMENTS:

Areas of Specialization:
Curriculum and Instruction
Educational Leadership

Courses Taught:
Spring 2019 EDCI 409, Integrated Methods Practicum II
Fall 2018 EDCI 201, Contexts of Education
Summer 2018 EDCI 599, Non-thesis Master's Research
Spring 2018 EDCI 599, Non-thesis Master's Research
Fall 2017 EDCI 201, Contexts of Education
Fall 2017 ISEM 301, Alcohol and Drug Prevention
Summer 2017 EDAD 595, Administration and Supervision of Personnel
Spring 2017 ISEM 301, Alcohol and Drug Prevention
Fall 2016 EDCI 301, Learning, Development, and Assessment
Fall 2016 ISEM 301, Alcohol and Drug Prevention
Summer 2016 EDAD 534, The Principalship
Summer 2016 EDAD 595, Administration and Supervision of Personnel
Spring 2016 ISEM 301, Alcohol and Drug Prevention
Fall 2015 EDCI 301, Learning, Development, and Assessment

SCHOLARSHIP ACCOMPLISHMENTS:

Technical/Professional Reports:

Raney, T. (2015, May). Mathematics teacher certification in Idaho. Idaho Math Education Collaborative in Boise, ID.

Raney, T. (2015, January). Idaho tiered teacher licensure: Anticipated outcomes. Boise State University.

Raney, T. (2014, December). Issues in teacher certification. Teacher Education Coordinating Committee, University of Idaho

Raney, T. (2014, November). Tiered teacher licensure: What can the new teacher expect? Northwest Nazarene University.

Raney, T. (2014, October). Tiered licensure: Expected outcomes and ramifications. Lewis-Clark State College.

Raney, T., Clark, L., Kellerer, P., Gramer, R. (2014, August). Idaho Board of Education vision for tiered teacher licensure in Idaho. Idaho School Superintendents' Annual Conference in Boise, ID.

Raney, T. (2014, July). Tiered teacher licensure: Other states' requirements and outcomes. Idaho State Board of Education.

Raney, T. (2014, April). Educator ethics: What school administration and leadership should know and do to support student safety. University of Idaho – Boise.

Refereed Presentations at International, National, Regional, State, and Local Conferences:

Rickey, D., **Raney, T.**, Pietryka, D., & DeGuire, D. (2019). TITLE. Ted Andrews Winter Symposium, National Association of State Directors of Teacher Education and Certification, San Diego, CA.

Raney, T., Sanchez, L., Lord, J., Neill, M., Snow, J., & Colon, L. (2018). The power of collaboration in the Idaho Coalition for Educator Preparation. National Association of State Directors of Teacher Education and Certification Conference in Minneapolis, MN.

Raney, T., Snow, J., Sanchez, L., Kellerer, P., & VanMullem, H. (2017). EPP collaboration for continuous improvement across programs. American Association of Colleges of Teacher Education Annual Conference in Tampa, FL.

Raney, T., Snow, J., Sanchez, L., & Linder, C. (2015, November). Elevating the profession: Toward a continuum of professional learning. Idaho School Boards Association Annual Convention in Coeur d'Alene, ID.

Raney, T., Sanchez, L., & Kellerer, P. (2015, October). Impact on reading fluency of double-dosed tier-one instruction for struggling kindergarten students. Northern Rocky Mountain Educational Research Association Conference in Boise, ID.

Raney, T. (2015, March). Educator ethics in a digital world. Idaho State Prevention Conference in Sun Valley, ID.

Raney, T. & Haas, S. (2014, August). Trends in educator ethics in Idaho. Idaho Association of School Administrators (IASA) Summer Leadership Conference in Boise, ID.

Losee, L., Wallace, J., **Raney, T.**, & Barzee, S. (2014, May). NTEP: Mapping our state's progress to transform educator preparation. 4th National Summit on Educator Effectiveness in San Antonio, TX. Kennedy, T., Sharrard, J., Serna, I., Johnston, H.,

Raney, T., & Hammond, K. (2002, October). FLES K-6: Improving public awareness and support of elementary foreign language education programs. Idaho Association of Teachers of Language and Culture Annual Conference in Boise, ID.

SERVICE:

Major Committee Assignments:

University Level, Campus-wide

Chair, Teacher Education Coordinating Committee, 2015-present
Member, University Curriculum Committee, 2016-present
Chair, 2018-2019
Member, Academic Strategic Steering Committee, 2018-present
Member, Dismissal Hearings Committee, 2018-present

College Level, College of Education, Health and Human Sciences

Member, Leadership Team, 2015-present
Member, Search Committee, Dean of College, 2015-2016
Chair, Search Committee, Director of Student Services, 2015-2016
Chair, Teacher Education Academic Appeals Committee, 2015-present
Co-Chair, ad hoc faculty promotion bylaw committee, 2017
Member, College Coordinating Committee, 2015-present
Member, Teacher Career Fair Steering Committee, 2015-present
Member, Search Committee, Student Services Support Staff, 2018
Member, (Specific Faculty Member) Promotion Committee, Fall 2018
Member, Search Committee, Art Education Faculty, AY 2018-19

Departmental Level, Curriculum and Instruction

Committee Member, Clinical Faculty Third Year Review, 2015-2016
Member, Search Committee, Special Education Faculty, 2016
Chair, Core and Elementary/Secondary Program Revision Committee, 2015-2017
Member, IKEEP Advisory Board, 2016-present

Professional and Scholarly Organizations:

National Association of State Directors of Teacher Education and Certification, 2013-present
Idaho Association of School Administrators, 2008-present
Idaho School Superintendents' Association, 2013-present

Outreach Service:

Council for the Accreditation of Educator Preparation Reviewer, 2016-present
Media Outreach Faculty Expert, Education Issues, University of Idaho, 2016-present
National Association of State Directors of Teacher Education and Certification Professional Development Committee, 2016 – present
Professional Evaluation Review Committee (Idaho Department of Education), 2015
Idaho Equitable Access to Excellent Educators Committee (Idaho Department of Education), 2014-present
Idaho Coalition for Educator Preparation, Chair, 2013-present
Idaho Association of Colleges of Teacher Education, 2013-2015
Regions I and II Idaho School Superintendents' Association University of Idaho Liaison, 2015-present
Idaho Rural Schools Collaborative, 2015-present
Idaho Professional Standards Commission, Elementary Principal Representative, 2011-2013
Idaho Professional Standards Commission, Higher Education Representative, 2016-present
Inclusive Education Task Force, Idaho Council on Developmental Disabilities, 2014-2017
Elementary Standards Review, Professional Standards Commission, January 2015
Core Standards Review, Professional Standards Commission, November 2016
CAEP Accreditation Team, Midwestern State University, 2017 – 2018

Graduate Committees:
Northwest Nazarene University – Doctor of Philosophy
Harris, Dana
Hicks, Serena
McMillan, Kendra
Ziegler, Scott

University of Idaho – Doctor of Philosophy
Charbonneau, Krisha

Community Service:
Board of Directors: Family Advocates of Idaho, 2013-2015
Editorial Board: Idaho Press Tribune, 2012
Historical Preservation Commission of Moscow, 2016-2017

Honors and Awards:
Idaho Business Review: Accomplished Under 40, 2014

PROFESSIONAL DEVELOPMENT:

Scholarship:
2015, October. *Northern Rocky Mountain Educational Research Association Conference.* Boise, ID.
2018, March: *American Association of Colleges of Teacher Education Conference*, Baltimore, MD.

Advising:
2015, September. *University of Idaho 12th Annual Advising Symposium*. Moscow, ID.

Administration/Management:
2014, January: *Network for Transforming Educator Preparation*. Atlanta, GA.
2014, February: *Ted Andrews NASDTEC Winter Symposium*. San Diego, CA.
2014, April: *Developing Student Learning Objectives Summit,* National Education Association. Minneapolis, MN.
2014, May: *State Consortium on Educator Effectiveness*. San Antonio, TX.
2014, June: *Annual Convention*, National Association of State Directors of Teacher Education and Certification. Kansas City, MO.

2014, June: *Network for Transforming Educator Preparation*. San Francisco, CA.
2015, February: *Ted Andrews NASDTEC Winter Symposium*. San Diego, CA.
2015, April: *Network for Transforming Educator Preparation.* Durham, NC.
2015, May: *State Consortium on Educator Effectiveness.* Atlanta, GA.
2015, June: *Annual Convention, National Association of State Directors of Teacher Education and Certification.* Atlanta, GA.
2015, November: *Idaho School Boards Association Annual Convention*. Coeur d'Alene, ID.
2016, February: *Ted Andrews NASDTEC Winter Symposium.* San Diego, CA.
2016, June: *Annual Convention, National Association of State Directors of Teacher Education and Certification.* Philadelphia, PA.
2016, October: *Council for the Accreditation of Educator Preparation Fall Conference*, Washington, D.C.
2017, January: *Ted Andrews NASDTEC Winter Symposium,* San Diego, CA.
2017, March: *American Association of Colleges of Teacher Education Conference*, Tampa, FL.
2017, June: *Annual Convention: National Association of State Directors of Teacher Education and Certification.* New Orleans, LA.
2017, September: *Council for the Accreditation of Educator Preparation Fall Conference*, Washington, D.C.
2018, January: *Ted Andrews NASDTEC Winter Symposium,* San Diego, CA.
2018, April: *American Educational Research Association*, New York, NY.
2018, July: *American Council on Education Leadership Academy*, Alexandria, VA.
2019, January: *National Association of State Directors of Teacher Education and Certification Winter Symposium,* San Diego, CA.
2019, March: *Council for the Accreditation of Educator Preparation Spring Conference,* Denver, CO.

From: Bonnie Farmin
To: Elizabeth James
Subject: Re: Curriculum Committee
Date: Sunday, September 30, 2018 11:03:23 PM
Attachments: image001.png
image002.png

Please accept this email as my interest in filling the vacancy as the school board trustee representative on the state curricular materials committee. I am currently a trustee on the Joint School District #391 Board and serve as the vice chair. I serve as the trustee representative for several committees including the curriculum advisory committee.

I have been retired for 5 years after working for the school district for 34 years. During that time I was an elementary and middle school teacher and moved to the district office. During that time I was the Curriculum Director, Title I Director, Assessment Coordinator, and, for a time, the principal of the alternative school. I worked with teachers and principals on all areas of the curriculum, including professional - technical. I also served on several state committees working on developing state standards, prior to the CCSS.

Please feel free to contact me if there is any other information I can send you.

Bonnie Farmin

Bonnie A. Farmin
302 Emerald Drive
Kellogg, Idaho 83837
Phone: 208-786-8131
Email: bonnie.farmin83837@gmail.com

Education

Bachelor of Arts in Education	Eastern Washington University	1979
Masters of Arts in Education	University of Idaho	1987
Educational Specialist in Educational Administration	University of Idaho	1997

Experience

Elementary Teacher	Joint School District #391	1979-1987
Middle School Teacher	Joint School District #391	1988-1995
Consulting Teacher	Joint School District #391	1995-1996

Facilitated development of the first strategic plan for the school district.

Curriculum Coordinator Joint School District #391 1996-2005

Coordinated efforts to review and update curriculum in all content areas,

Coordinated review and identification of curricular materials recommended to the Board of Trustees for purchase.

Facilitated the publishing of curriculum in all areas to paper documents and to the district website.

Collaborated to product the annual Consolidated Grant Plan, Gifted and Talented Plan, Safe and Drug Free Schools Plan, and other grants as identified e.g., Couer D'Alene, Idaho Tribe Education Grant

Director of Curriculum, Instruction and Assessment Joint School District #391 2005-2012

Coordinated efforts to review and update curriculum in all content areas to meet state standards.

Coordinated review and identification of curricular materials recommended to the Board of Trustees for purchase.

Facilitated the publishing of curriculum in all areas to paper documents and to the district website.

Coordinated professional development opportunities for teachers, para-educators and administrators

Facilitated testing, including Direct Writing Assessment, Direct Mathematics Assessment, Idaho Reading Indicator, and Idaho State Assessment Test.

Served as Title I Director

Served as Safe and Drug Free Schools Director

Served as Title II Administrator

Served as McKinley-Vento Homeless Director

Served as the principal of Silver Valley Alternative High School for the final 3 years preceding closure of the school

Served as the principle grant writer for the district.

Served as the district representative to the regional Safe and Drug Free Schools organization, Tech-Prep, and Technology Education.
Served on various State Department of Education committees, including development of state standards in reading, k-3, health, k-12, math, 3-8, and social studies, k-8.

2012 –Present
Retired from Joint School District #391 in 2012
Elected to Joint School District #391 Board of Trustees in 2017
Appointed alternate for Region I small district representative to ISBA 2017
Appointed to Title I Committee of Practitioners as the board of trustees representative

Aaron McKinnon

State Department of Education Science Coordinator

208-387-0477 amckinnon@sde.idaho.gov

Dedicated science educator with twenty two years of experience creating and implementing science curriculum, combining extensive content and pedagogical knowledge with broad and motivating leadership skills to elevate student and professional performance.

Pedagogy and Science Content Expertise

- Physical Science Curriculum and Course Developer for the State of Idaho, the Boise School District and the Idaho Digital Learning Academy.
- Physical Science End of Course Exam writer for the State of Idaho and the Boise School District.
- Teacher Trainer and Workshop Developer for the Boise School District, the Idaho Education Association, iSTEM, the Idaho Science Teachers Association and the Osher Lifelong Learning Institute. Topics have included:
  - Teaching Through Science Inquiry, Differentiated Science Inquiry, Standards Based Assessment and Course Development, Sheltered Language Instruction, Properties of Matter
- Boise State National Writing Project Science and Inquiry Institute and Fellowship (2017-2018)
- NASA teacher training at three different sites: Ames Research Center; Edwards Air Force Base; Langley, Virginia.

Leadership Experience

- Initiated and Chaired the first Education Super Conference in over 22 years including all content areas for over 1200 statewide educators.
- Past President (2014-16), Past Regional Representative (2012-14), and Current Treasurer of the Idaho Science Teachers Association.
- Various school, district and community leadership positions including:
  - Department Chair, Team Leader, Technology Coordinator, New Teacher Mentor, AVID Committee, Textbook Adoption Committees, Tennis Coach, Future City Coach, BSA Scoutmaster
- Educational Liaison with the U.S.S Boise Nuclear Submarine 2010-12
- Milken Educator of the year 2009
- Teacher Representative to the NASA Idaho Space Grant Consortium

Dedication to the Profession

- 22 years teaching; 16 years at South Junior High with a large percentage of English Language Learners and free and reduced populations.
- Developed and taught the Boise School District's initial Physical Science course for refugee students with limited English skills.
- Appointed to several statewide committees including
  - State Board of Education
    - Master Educator Premium (2016-2017)
  - State Department of Education
    - Physical Science Standards and Curriculum (2001)
    - Students Come First Initiative (2012-13)
- National Board Certified (NBPTS-2011)
- 96% student passing rate in Physical Science
- Presented perspectives and opinions to the Idaho Senate and House Education Committees, 2018.

Educational Background

- Master of Arts in Education; Curriculum and Instruction; Boise State University; 2002
- 46 Credits Beyond Masters Degree
- Bachelors; Earth Science Education; Boise State University; 1996

PROFESSIONAL STANDARDS COMMISSION

SUBJECT
Emergency Provisional Certificates

REFERENCE

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.
June 2018	Board approved six (6) provisional certificates for the 2017-18 school year.
October 2018	Board approved one (1) provisional certificate for the 2018-19 school year.
December 2018	Board approved twenty-two (22) provisional certificates for the 2018-19 school year.

APPLICABLE STATUTE, RULE, OR POLICY
Sections 33-1201 and 33-1203, Idaho Code

ALIGNMENT WITH STRATEGIC PLAN
Goal 1: Educational System Alignment

BACKGROUND/DISCUSSION
Forty-eight (48) 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 provisional certification for a candidate who does not hold a current Idaho certificate/ credential but has ”not less than two years of college training” to fill an area of need that requires certification. While the candidate is under emergency provisional certification, no financial penalties will be assessed to the hiring district.

American Falls Joint School District #381
Applicant Name: Crompton, Robert
Content & Grade Range: Computer Science 6-12
Educational Level: MA, Physical Education 8/2014
Declared Emergency: November 19, 2018, American Falls School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: There were three applicants and three interviews. Mr. Crompton was the best candidate for the position with his prior experience.

PSC Review: The Professional Standards Commission Authorizations Committee met December 13, 2018. The committee recommends American Falls School District's request for Robert Crompton without reservation.

American Heritage Charter School, Inc. #482
Applicant Name: Peterson, Derek
Content & Grade Range: Natural Science 6-12
Educational Level: BS, University Studies 4/2018
Declared Emergency: August 2, 2018, American Heritage Charter School Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: Two applicants turned down the offer. The applicant that was chosen had more science background. The candidate is enrolled in ABCTE, but was unable to qualify on the Uniform Standard for Evaluating Content Competency.
PSC Review: The Professional Standards Commission Authorizations Committee met December 13, 2018. The committee recommends American Heritage Charter School Inc.'s request for Derek Peterson without reservation.

Anser of Idaho, Inc. #492
Applicant Name: Wilson, Sarah
Content & Grade Range: All Subjects K-8
Certified: Instructional interim certificate for All Subjects K/8 expired and requirements were not met.
Declared Emergency: October 16, 2018, Anser of Idaho, Inc. Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: There were no applicants as the position was not posted. District was unaware that she was unable to pass the Praxis exam.
PSC Review: The Professional Standards Commission Authorizations Committee met December 13, 2018. The committee recommends Anser of Idaho, Inc.'s request for Sarah Wilson without reservation.

Bliss Joint School District #234
Applicant Name: Helmick, Sarah
Content & Grade Range: Agriculture Science and Technology 6-12
Certified: She currently holds the Standard Occupational Specialist certificate with Agriculture Business & Management and Farm & Ranch Management endorsements.
Declared Emergency: November 12, 2018, Bliss Joint School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: Due to CTE Assignment Credential Manual changes the application was necessary. Sarah has taught these classes for four years and due to changes, will have to become certified in the future to continue full-time status.

PSC Review: The Professional Standards Commission Authorizations Committee met December 13, 2018. The committee recommends Bliss Joint School District's request for Sarah Helmick without reservation.

Bliss Joint School District #234
Applicant Name: Kamphaus, Emily
Content & Grade Range: Natural Science, Biological Science and Health 6-12
Certified: She currently holds the Pupil Sevice Staff certificate with School Counselor endorsement.
Declared Emergency: September 10, 2018, Bliss Joint School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: There were no applicants. Ms. Kamphaus was a part-time counselor with high school interest and advanced credits in her high school and undergrad work.
PSC Review: The Professional Standards Commission Authorizations Committee met November 15, 2018. The committee recommends Bliss Joint School District's request for Emily Kamphaus without reservation.

Boise Independent School District #1
Applicant Name: Hanson, Adam
Content & Grade Range: Agriculture Science and Technology 6-12
Certified: He currently holds the Standard Instructional certificate with Natural and Biological Science 6-12 endorsements.
Declared Emergency: November 12, 2018, Boise Independent School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: Due to CTE Assignment Credential Manual changes the application was necessary. Candidate is uniquely qualified to teach these courses despite not holding the Agricultral Science and Technology endorsement.
PSC Review: The Professional Standards Commission Authorizations Committee met December 13, 2018. The committee recommends Boise Independent School District's request for Adam Hanson without reservation.

Bonneville Joint School District #93
Applicant Name: Stocking, Larry
Content & Grade Range: Emergency Medical Technician 6-12
Educational Level: MA, Health Education 12/1993
Declared Emergency: September 12, 2018, Bonneville Joint School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: There were two applicants and two interviews. Neither applicant was certified, but Mr. Stocking had several years of prior teaching experience. He taught at the college level for nine years and also taught one year

of high school. He is currently in the process of reinstating his EMT license and working with SDE Teacher Certification to become certified.
PSC Review: The Professional Standards Commission Authorizations Committee met December 13, 2018. The committee recommends Bonneville Joint School District's request for Larry Stocking without reservation.

Boundary County School District #101
Applicant Name: Lucas, Angela
Content & Grade Range: All Subjects K-8
Educational Level: No degree, 40 college credits
Declared Emergency: September 24, 2018, Boundary County School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: There were four applicants and four interviews. Ms. Lucas was the top choice of the interview committee based on her experience teaching a non-traditional setting of catholic school for 14 years and home school for 22 and her pedagogy and solid understanding of the curriculum. Additionally, she was already working in the school that she was hired and had a solid relationship with parents and students and an understanding of the rural school's culture. Other applicants were out of state and acquired other positions.
PSC Review: The Professional Standards Commission Authorizations Committee met November 15, 2018. The committee recommends Boundary County School District's request for Angela Lucas without reservation.

Camas County School District #121
Applicant Name: Lee, Lindsey
Content & Grade Range: All Subjects K-8
Educational Level: BS, Psychology 5/2011
Declared Emergency: August 13, 2018, Camas County School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: There were four applicants and three interviewed. The only certified candidate withdrew his application and Ms. Lee was determined to be the most qualified candidate.
PSC Review: The Professional Standards Commission Authorizations Committee met November 15, 2018. The committee recommends Camas County School District's request for Lindsey Lee without reservation.

Cassia County Joint School District #151
Applicant Name: Davis, Benjamin
Content & Grade Range: Economics, Social Studies, and Physics 6-12
Educational Level: BS, Physics 7/2018
Declared Emergency: April 19, 2018, Cassia County Joint School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.

Summary of Recruitment Efforts: There were 10 candidates and four interviews. The hiring committee consisted of teachers, parents, administration and a district representative. He was selected as the best candidate.
PSC Review: The Professional Standards Commission Authorizations Committee met November 15, 2018. The committee recommends Cassia Joint School District's request for Benjamin Davis without reservation.

Cassia County Joint School District #151
Applicant Name: Koepnick, Kimberly
Content & Grade Range: All Subjects K-8
Educational Level: No degree, 116 college credits
Declared Emergency: December 20, 2018, Cassia County Joint School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: There were four applicants and four interviews. Kimberly came with high recommendation with a full year of experience in the sixth grade from Raft River. Other candidates did not have any certification/experience.
PSC Review: The Professional Standards Commission Authorizations Committee met December 13, 2018. The committee recommends Cassia Joint School District's request for Kimberly Koepnick without reservation.

Cassia County Joint School District #151
Applicant Name: Martinez, Ernie
Content & Grade Range: All Subjects K-8
Educational Level: BA, Early Childhood Education 9/2011
Declared Emergency: December 20, 2018, Cassia County Joint School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: There were three applicants and three interviews. The other two accepted jobs at another school district.
PSC Review: The Professional Standards Commission Authorizations Committee met December 13, 2018. The committee recommends Cassia County Joint School District's request for Ernie Martinez without reservation.

Challis Joint School District #181
Applicant Name: Arnold, Alton
Content & Grade Range: Biological Science and Chemistry 6-12
Educational Level: BS, Business Administration/Marketing 7/2014
Declared Emergency: August 8, 2018, Minidoka School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: There were four applicants and two interviews. Mr. Arnold was the best qualified candidate. The candidate is enrolled in Grand Canyon University, but was unable to qualify on the Uniform Standard for Evaluating Content Competency.

PSC Review: The Professional Standards Commission Authorizations Committee met December 13, 2018. The committee recommends Challis Joint School District's request for Alton Arnold without reservation.

Forrester Academy, Inc #495
Applicant Name: Summers, Sara
Content & Grade Range: All Subjects K-8
Educational Level: BS, Child Development 7/2015
Declared Emergency: January 17, 2019, Forrester Academy Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: Ms Summers was on an Alternative Authorization for two years while working through the ABCTE program. She has passed the PTK assessment, but has failed the multiple section four times.
PSC Review: The Professional Standards Commission Authorizations Committee met November 15, 2018. The committee recommends Forrester Academy's request for Sara Summers without reservation.

Gooding Joint School District #231
Applicant Name: Baumann, Tanner
Content & Grade Range: Physics 6-12
Educational Level: No degree, 122 college credits
Declared Emergency: August 14, 2018, Gooding Joint School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: There were two applicants and two interviews. Neither candidate held a certificate. Mr. Baumann was considered to be the best applicant of the two and was already involve with students as a coach at the high school. He is enrolled in ABCTE and seeking certification with a Physics endorsement.
PSC Review: The Professional Standards Commission Authorizations Committee met November 15, 2018. The committee recommends Gooding Joint School District's request for Tanner Baumann without reservation.

Gooding Joint School District #231
Applicant Name: Croasmun, Anthony
Content & Grade Range: All Subjects K-8
Educational Level: BS, Business/Accounting 4/2015
Declared Emergency: August 14, 2018, Gooding Joint School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: There were three applicants and three interviews. None of the candidates held an Idaho teaching certificate. Anthony has past military experience and we felt this would help him with classroom management and also per policy gave him preference.

PSC Review: The Professional Standards Commission Authorizations Committee met November 15, 2018. The committee recommends Gooding Joint School District's request for Anthony Croasmun without reservation.

Gooding Joint School District #231
Applicant Name: Godfrey, Logan
Content & Grade Range: Mathematics 6-12
Educational Level: BS, University Studies 12/2016
Declared Emergency: August 14, 2018, Gooding Joint School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: There were four applicants and three interviews. Mr. Godfrey had more math classes on his college transcripts and it was hoped that would give him a better background for math.
PSC Review: The Professional Standards Commission Authorizations Committee met November 15, 2018. The committee recommends Gooding Joint School District's request for Logan Godfrey without reservation.

Heritage Community Charter School, Inc. #481
Applicant Name: Boal-Thowson, Gillian
Content & Grade Range: Health K-12
Certified: She currently holds a Standard Instructional certificate with a Physical Education K-12 endorsement.
Declared Emergency: December 4, 2018, Heritage Community Charter School Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: There was one applicant and one interview. Gillian was selected because she is highly qualified and experienced.
PSC Review: The Professional Standards Commission Authorizations Committee met December 13, 2018. The committee recommends Heritage Community Charter School's request for Gillian Boal-Thowson without reservation.

Idaho Science and Technology Charter School, Inc. #468
Applicant Name: Hagler, Melissa
Content & Grade Range: All Subjects K-8
Educational Level: BA, Music 8/1999
Declared Emergency: May 9, 2018, Idaho Science and Technology Charter School Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: There was one applicant and one interview. Melissa has a bachelor's degree and extensive experience working with children in performing arts. The candidate is enrolled in ABCTE, but was unable to qualify on the Uniform Standard for Evaluating Content Competency.
PSC Review: The Professional Standards Commission Authorizations Committee met December 13, 2018. The committee recommends Idaho Science and Technology Charter School's request for Melissa Hagler without reservation.

Idaho Science and Technology Charter School, Inc. #468
Applicant Name: Luker, BreAnn
Content & Grade Range: All Subjects K-8
Educational Level: BA, Marriage and Family Studies 7/2017
Declared Emergency: May 9, 2018, Idaho Science and Technology Charter School Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: There were three applicants and three interviews. The candidate has a bachelor's degree, a desire to become certified, and experience working as a PSR worker in schools. The candidate is enrolled in ABCTE, but was unable to qualify on the rubric.
PSC Review: The Professional Standards Commission Authorizations Committee met November 15, 2018. The committee recommends Idaho Science and Technology Charter School's request for BreAnn Luker without reservation.

Jefferson County School District #251
Applicant Name: Abarca Serrano, Allyson
Content & Grade Range: All Subjects K-8
Educational Level: International program equivalent to a bachelor's degree
Declared Emergency: October 10, 2018, Jefferson County School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: There were fifteen applicants and ten interviews. All qualified applicants were hired, including Allyson. Some qualified candidates accepted potitions in other districts. Unable to qualify on rubric due to foreign transcript. Enrolled in ABCTE and was a late hire in 2017-18 school year.
PSC Review: The Professional Standards Commission Authorizations Committee met November 15, 2018. The committee recommends Jefferson County School District's request for Allyson Abarca Serrano without reservation.

Jefferson County School District #251
Applicant Name: Patterson, Megan
Content & Grade Range: All Subjects K-8
Educational Level: No degree, 90 college credits
Declared Emergency: August 14, 2018, Jefferson County School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: There were five applicants and three interviews. None of the candidates interviewed had a teaching certificate. Megan has previous experience with Gooding School District and Mackay School District. She has been very valuable in the classrooms. Megan is enrolled in WGU and should finish in the spring.
PSC Review: The Professional Standards Commission Authorizations Committee met November 15, 2018. The committee recommends Jefferson County School District's request for Megan Patterson without reservation.

Jefferson County School District #251
Applicant Name: Phillips, Samuel
Content & Grade Range: Social Studies 6-12
Educational Level: BA, History 4/2017
Declared Emergency: September 12, 2018, Jefferson County School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: There were three applicants and three interviews. Samuel was the most qualified, and all three candidates lacked the necessary endorsement to teach government and economics. He is enrolled in ABCTE for History, but it is not an option for Social Studies. The district will work his schedule for next year.
PSC Review: The Professional Standards Commission Authorizations Committee met November 15, 2018. The committee recommends Jefferson County School District's request for Samuel Phillips without reservation.

Jefferson County School District #251
Applicant Name: Rodriguez-Madin, Maria
Content & Grade Range: All Subjects K-8
Educational Level: BA, Liberal Arts 8/2003
Declared Emergency: September 12, 2018, Jefferson County School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: There were six applicants and three interviews. Ms. Rodriguez-Madin was the only candidate who applied that had the necessary skill level in Spanish to teach in an immersion classroom.
PSC Review: The Professional Standards Commission Authorizations Committee met November 15, 2018. The committee recommends Jefferson County School District's request for Maria Rodriguez-Madin without reservation.

Kuna Joint School District #3
Applicant Name: Sharkey, Julia
Content & Grade Range: Business Technology Education 6-12
Certified: She currently holds a Limited Occupational Specialist certificate with Sales, Marketing and Business Management/Finance endorsements.
Declared Emergency: February 14, 2017, Kuna Joint School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: There was one applicant and one interview. The previous teacher left contract mid-year. Julia was the only applicant and had both industry experience and the limited occupational specialist credential. The candidate is enrolled in University of Idaho, but was unable to qualify on the Uniform Standard for Evaluating Content Competency.

PSC Review: The Professional Standards Commission Authorizations Committee met December 13, 2018. The committee recommends Kuna Joint School District's request for Julia Sharkey without reservation.

Lake Pend Oreille School District #84
Applicant Name: Angle, Jill
Content & Grade Range: World Language – Spanish 6-12
Certified: She currently holds a Standard Instructional certificate with a Social Studies 6-12 endorsement.
Declared Emergency: November 12, 2018, Lake Pend Oreille School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: There were 20 applicants and six interviews. Ms. Angle had taught high school AP classes and had the best, confident, and well thought out responses to all questions.
PSC Review: The Professional Standards Commission Authorizations Committee met December 13, 2018. The committee recommends Lake Pend Oreille School District's request for Jill Angle without reservation.

Lake Pend Oreille School District #84
Applicant Name: Stafford, Ezra
Content & Grade Range: Health 5-9
Certified: He holds a Standard Instructional certificate with a Visual Arts 6-12 endorsement.
Declared Emergency: November 12, 2018, Lake Pend Oreille School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: No applicants or interview. District implemented their Force Transfer Policy.
PSC Review: The Professional Standards Commission Authorizations Committee met December 13, 2018. The committee recommends Lake Pend Oreille School District's request for Ezra Stafford without reservation.

Lapwai School District #341
Applicant Name: Tabor, Melissa
Content & Grade Range: All Subjects K-8
Certified: Instructional interim certificate for All Subjects K/8 expired and requirements were not met.
Declared Emergency: November 19, 2018, Lapwai School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: There were no applicants as the position was not posted. District was unaware that she had not completed interim certificate requirements. She came from Texas and thought that her master's degree would cover the ICLC. She was proficient in her evaluation.

PSC Review: The Professional Standards Commission Authorizations Committee met December 13, 2018. The committee recommends Lapwai School District's request for Melissa Tabor without reservation.

Mackay Joint School District #182
Applicant Name: Murdock, Mark
Content & Grade Range: Mathematics 6-12
Certified: He currently holds a Standard Instructional certificate with Natural and Biological Sciences, Social Studies, Chemistry, American Gov/Pol Science and Economics 6-12 endorsements.
Declared Emergency: July 7, 2018, Mackay Joint School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: There was one applicant and one interview. Mr. Murdock is enrolled in a Basic Math program at ISU, but it will not allow for him to teach Algebra II. He will work with ISU to revise the program if that is still an area of need with the district.
PSC Review: The Professional Standards Commission Authorizations Committee met November 15, 2018. The committee recommends Mackay Joint School District's request for Mark Murdock without reservation.

Marsh Valley Joint School District #21
Applicant Name: Estudillo, Dallas
Content & Grade Range: All Subjects K-8
Educational Level: BS, Graphic Arts 10/2016
Declared Emergency: July 10, 2018, Marsh Valley Joint School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: There were four applicants and two interviews. Dallas had been a long-term sub at the school. He was successful with the kids and parents. He was respected in the community and lives in Downey. The candidate is enrolled in ABCTE, but was unable to qualify on the Uniform Standard for Evaluating Content Competency.
PSC Review: The Professional Standards Commission Authorizations Committee met December 13, 2018. The committee recommends Marsh Valley Joint School District's request for Dallas Estudillo without reservation.

Marsing Joint School District #363
Applicant Name: Prince, Mary
Content & Grade Range: Visual Arts K-12
Certified: Instructional interim certificate for Art K-12 expired and requirements were not met.
Declared Emergency: January 15, 2019, Marsing Joint School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.

Summary of Recruitment Efforts: This position was not opened as it was not anticipated that she would not be eligible for renewal. The district anticipates that this extra time will allow her to complete the four credit requirements.
PSC Review: The Professional Standards Commission Authorizations Committee met November 15, 2018. The committee recommends Marsing Joint School District's request for Mary Prince without reservation.

McCall-Donnelly Joint School District #421
Applicant Name: Erekson, Daniel
Content & Grade Range: Physical Education 6-12
Certified: He currently holds a Standard Instructional certificate with an History 6-12 endorsement.
Declared Emergency: August 13, 2018, McCall-Donnelly Joint School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: The district submitted an Alternative Authorization for Teacher to New but the candidate does not have plan for Physical Education, Option IV is not available for History to PE, not an option.
PSC Review: The Professional Standards Commission Authorizations Committee met November 15, 2018. The committee recommends McCall-Donnelly Joint School District's request for Daniel Erekson without reservation.

Middleton School District #134
Applicant Name: Mullins, Kimberly
Content & Grade Range: All Subjects K-8
Educational Level: BS, Business Administration 12/1998
Declared Emergency: October 8, 2018, Middleton School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: There was one applicant and one interview. Mrs. Mullins was hired because she had the experience with the curriculum and students and collaborated well with team teachers. The candidate is enrolled in ABCTE, but was unable to qualify on the Uniform Standard for Evaluating Content Competency.
PSC Review: The Professional Standards Commission Authorizations Committee met December 13, 2018. The committee recommends Middleton School District's request for Kimberly Mullins without reservation.

Minidoka County Joint School District #331
Applicant Name: Bessire, Samantha
Content & Grade Range: All Subjects K-8
Educational Level: No degree, 44 credits
Declared Emergency: September 17, 2018, Minidoka County Joint School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.

Summary of Recruitment Efforts: There were two applicants and two interviews. Ms. Bessire was the most qualified candidate. She has worked in the district as a para and is enrolled in Western Governors University's teacher preparation program.
PSC Review: The Professional Standards Commission Authorizations Committee met November 15, 2018. The committee recommends Minidoka Joint School District's request for Samantha Bessire without reservation.

Minidoka County Joint School District #331
Applicant Name: Ryan, Robert
Content & Grade Range: Graphic Arts/Jornalism, Graphic/Printing Communication, Television Production/Broadcasting and Information/ Communication Tech 6-12
Certified: He currently holds a Standard Instructional certificate with an English 6-12 endorsement.
Declared Emergency: November 19, 2018, Minidoka County Joint School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: There were no applicants or interviews. Robert was hired in 2015. He had his endorsement for Graphics, however, did not complete the required coursework by the beginning of the 2018-19 school-year. He will complete all coursework this school year.
PSC Review: The Professional Standards Commission Authorizations Committee met December 13, 2018. The committee recommends Minidoka Joint School District's request for Robert Ryan without reservation.

North Gem School District #149
Applicant Name: Hatch, Hailey
Content & Grade Range: English 6-12
Educational Level: BS, Social Work 5/2003
Declared Emergency: August 21, 2018, North Gem School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: There were three applicants and two interviews. The committee felt Mrs. Hatch was the best fit for the position for multiple reasons. She was very professional and knowledgeable in her interview. She has a background of working with youth and should be able to manage a classroom and relate with the students. She lives in the community, has children in the district and has a vested interest in helping the school district be successful. The candidate is enrolled in ABCTE, but was unable to qualify on the Uniform Standard for Evaluating Content Competency.
PSC Review: The Professional Standards Commission Authorizations Committee met December 13, 2018. The committee recommends North Gem School District's request for Hailey Hatch without reservation.

Notus School District #135
Applicant Name: Jenkins, Nicole
Content & Grade Range: School Counselor K-12
Educational Level: BS, Psychology 12/2015
Declared Emergency: June 11, 2018, Notus School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: There were two applicants and two interviews. The district only received two completed application packets during their search. Nicole was the best candidate and fit for the district.
PSC Review: The Professional Standards Commission Authorizations Committee met December 13, 2018. The committee recommends Notus School District's request for Nicole Jenkins without reservation.

Plummer-Worley Joint School District #44
Applicant Name: Stockton, Heather
Content & Grade Range: All Subjects K-8
Educational Level: No degree, 70 credits
Declared Emergency: November 5, 2018, Plummer-Worley Joint School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: There were three applicants and three interviews. This candidate has worked in a supportive paraprofessional position with these students. The other two candidates had poor references, were dismissed from previous positions and were unsuitable to work with our students.
PSC Review: The Professional Standards Commission Authorizations Committee met November 15, 2018. The committee recommends Plummer-Worley Joint School District's request for Heather Stockton without reservation.

Plummer-Worley Joint School District #44
Applicant Name: Studer, Michelle
Content & Grade Range: All Subjects K-8
Certified: Instructional interim certificate for All Subjects K-8 expired and requirements were not met.
Declared Emergency: October 8, 2018, Plummer-Worley Joint School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: This position was not opened as it was not anticipated that she would not be eligible for renewal. The district anticipates that this extra time will allow her to complete the four credit requirements.
PSC Review: The Professional Standards Commission Authorizations Committee met November 15, 2018. The committee recommends Plummer-Worley Joint School District's request for Michelle Studer without reservation.

St. Maries Joint School District #41
Applicant Name: Chase, Bryan
Content & Grade Range: Physical Education 6-12

Certified: He currently holds a Standard Instructional certificate with an Economics, Marketing Technology Ed and Business Technology Ed 6-12 endorsements.
Declared Emergency: October 22, 2018, St. Maries School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: There were no applicants.This was a certified staff transfer that was required due to the resignation of another certified staff member dated August 21, 2018. Due to the short timeframe for creating our schedule, the decision was made to fill the vacancy with Mr. Chase, an existing staff member with more than 20 years of successful coaching experience for the district. Mr. Chase teaches keyboarding and physical education at St. Maries Middle School on an alternating schedule.
PSC Review: The Professional Standards Commission Authorizations Committee met December 13, 2018. The committee recommends St. Maries Joint School District's request for Bryan Chase without reservation.

Teton County School District #401
Applicant Name: Batdorff, Tanya
Content & Grade Range: World Language – Spanish K-12
Educational Level: BA, Elementary Ed 6/2007
Declared Emergency: August 13, 2018, Teton County School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: There were six applicants and six interviews. Ms. Batdorff was selected due to her teaching background and convesational Spanish. The candidate is enrolled in Ft. Hayes State University, but was unable to qualify on the Uniform Standard for Evaluating Content Competency.
PSC Review: The Professional Standards Commission Authorizations Committee met December 13, 2018. The committee recommends Teton County School District's request for Tanya Batdorff without reservation.

Teton County School District #401
Applicant Name: Kokol, Martin
Content & Grade Range: Family and Consumer Science 6-12
Certified: He currently holds a Standard Instructional certificate with a Social Studies 6-12 endorsement.
Declared Emergency: October 8, 2018, Teton County School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: There were four applicants and four interviews. Mr. Martin was already had in-district knowledge and is college taught.
PSC Review: The Professional Standards Commission Authorizations Committee met December 13, 2018. The committee recommends Teton County School District's request for Martin Kokol without reservation.

Twin Falls School District #411
Applicant Name: Garling, Jacob
Content & Grade Range: All Subjects K-8
Educational Level: BS, Technical Sales 8/2003
Declared Emergency: October 24, 2018, Twin Falls School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: There were twelve applicants and four interviews. Mr. Garling was the most qualified and holds a Limited Occupational Specialist certificate. He has also worked as an online coordinator for the district.
PSC Review: The Professional Standards Commission Authorizations Committee met November 15, 2018. The committee recommends Twin Falls School District's request for Jacob Garling without reservation.

Twin Falls School District #411
Applicant Name: Watkins, Victoria
Content & Grade Range: English 6-12
Educational Level: BS, Criminal Justice 12/2014
Declared Emergency: October 24, 2018, Twin Falls School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: There were eleven applicants and two interviews. Currently enrolled in WGU teacher preparation program. She is scheduled to graduate May 2019.
PSC Review: The Professional Standards Commission Authorizations Committee met November 15, 2018. The committee recommends Twin Falls School District's request for Victoria Watkins without reservation.

Weiser School District #431
Applicant Name: Reeves, Jeremy
Content & Grade Range: Social Worker K-12
Educational Level: BS, Human Services 5/2017
Declared Emergency: August 13, 2018, Weiser School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: There were eight applicants and four interviews. Mr. Reeves was selected based on his experience as an acting counselor in Nevada. He has more than two years experience working with homeless outh and coordinating social services to support them and their needs.
PSC Review: The Professional Standards Commission Authorizations Committee met November 15, 2018. The committee recommends Weiser School District's request for Jeremy Reeves without reservation.

West Jefferson School District #253
Applicant Name: Sudweeks, Karlie
Content & Grade Range: Business Technology Education 6-12
Educational Level: No degree, 130 college credits

Declared Emergency: July 19, 2018, West Jefferson School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: There were five applicants and four interviews. She had experience with BPA at ISU. She was near certification with Masters in teaching. No other candidates were certified. She is enrolled in ISU but did not meet the rubric requirements.
PSC Review: The Professional Standards Commission Authorizations Committee met November 15, 2018. The committee recommends West Jefferson School District's request for Karlie Sudweeks without reservation.

West Jefferson School District #253
Applicant Name: Wells, Joshua
Content & Grade Range: Health, Physical Education and Mathematics 6-12
Educational Level: BS, Healthcare Administration 7/2016
Declared Emergency: June 21, 2018, West Jefferson School District Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: There were no applicants and one interview. This the only option we had, plus he was excited for the opportunity and is doing a great job. He is enrolled in ABCTE for Mathematics.
PSC Review: The Professional Standards Commission Authorizations Committee met November 15, 2018. The committee recommends West Jefferson School District's request for Joshua Wells without reservation.

Xavier Charter School, Inc. #462
Applicant Name: McGhee, William
Content & Grade Range: Music 6-12
Educational Level: No degree, 141 credits
Declared Emergency: July 19, 2018, Xavier Charter School Board of Trustees declared an emergency area of need exists for the 2018-2019 school year.
Summary of Recruitment Efforts: There were four applicants and four interviews. Mr. McGhee was selected based on his education emphasis in a teacher prepartation program prior to changing career paths. He will enroll in the CSI program.
PSC Review: The Professional Standards Commission Authorizations Committee met November 15, 2018. The committee recommends Xavier Charter School's request for William McGhee without reservation.

IMPACT

If emergency provisional certificates are not approved, school districts will not have certificated staff to serve in needed positions and funding could be impacted.

STAFF COMMENTS AND RECOMMENDATIONS

Pursuant to Section 33-1201, Idaho Code, "every person who is employed to serve in any elementary or secondary school in the capacity of teacher, supervisor,

administrator, education specialist, school nurse or school librarian shall be required to have and to hold a certificate issued under the authority of the State Board of Education….” Section 33-1203, Idaho Code, prohibits the Board from authorizing standard certificates to individuals who have less than four (4) years of accredited college training except in occupational fields or emergency situations.

When an emergency is declared, the Board is authorized to grant emergency provisional certificates based on not less than two (2) years of college training. The two-year college training minimum requirement could be interpreted to mean the individual has attended a postsecondary institution without regard to the number of credits taken each year, or the individual attended full time for two or more years. The Board defines a full time student as a student taking 12 or more credits (or equivalent) per semester pursuant to Board policy III.P.7. Full-Time Students. Based on the Board’s definition of full time student an individual with 48 or more credits would then be considered as receiving two years of college training.

The Emergency Provisional Certificate is technically applicable at the certificate level for individuals who do not have an existing certificate and for individuals who may hold an existing certificate that does not meet the requirements of the position the school district wishes to place them in. An example would be an individual with a pupil services staff certificate and a school counselor endorsement being placed in a teaching position which would requirement an instructional staff certificate with a content area endorsement. The statutory language authorizing the approval of emergency certificates, does not address adding endorsements.

The process for adding endorsements are contained in IDAPA 08.02.02. Individuals with an existing certificate, including occupational specialist certificates, could use the Teacher to New alternate route to receive a three-year interim certificate while pursuing the alternate route. Individuals with an existing certificate who wish to add an endorsement could pursue any of the four (4) alternative authorization to endorsement options available to them in IDAPA 08.02.02.021. Of the 48 Emergency Provisional Certificates for which Board authorization is requested, 10 are for individuals with an existing certificate.

Due to the lack of more specific direction regarding the Board’s authorization for approving emergency certificates in Idaho Code, there can be multiple interpretations of the limited requirements. The Professional Standards Commission recommendations are based on an interpretation of “two years of college training” as less than two years of full time attendance and have interpreted the emergency certificate as an additional instructional certificate with a new endorsement for those individuals who have an existing instructional certificate and are teaching outside of the area of their endorsement.

Of the requested authorizations, several involve school districts who have employed the individual as a long-term substitute prior to requesting provisional

certification for the individual. Neither Idaho Code, nor administrative rule, limits the amount of time a substitute teacher may be employed to cover a classroom or the qualifications needed for a substitute teacher. In the context of specifying criminal history checks required for individuals having contact with students, a substitute teacher is defined as "any individual who temporarily replaces a certificated classroom educator and is paid a substitute teacher wage for one (1) day or more during a school year." Section 33-512, Idaho Code.

Based on the application material provided, many of the individuals appear to be eligible for one of the alternative authorizations for certification or one of the alternative authorizations available to individuals holding a current Idaho certificate to add new endorsements to their existing certificate. Anecdotally feedback has indicated the individuals are not interested in completing the process and receiving the interim certificate or adding the endorsement. Additionally, it appears some school districts are requesting the emergency certification after having employed these individuals as long-term substitute teachers for funding reasons. In some instances the emergency certificate is being issued to individuals who have been on a non-renewable three year interim certificate and did not complete the requirements within the allotted three years.

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 emergency provisional certificates. Those that are complete are then brought forward by the Department to the Board for consideration with a recommendation from the Professional Standards Commission.

In order to better define the parameters for review and recommendation by the Professional Standards Commission for approval of Emergency Provisional Certificates, the Department will bring forward an agenda item to the regularly scheduled April Board meeting to review the process and request Board guidance on limits that should be considered prior to making a recommendation for Board authorization of Emergency Provisional Certificates. Minimum areas for consideration are:

- Annual or by academic term deadlines for requests
- Define two years of college training
- Guidance on use for new certificate with endorsement
- Use for extending a non-renewable interim certificate
- Use for certificates other than instructional staff and pupil services staff

BOARD ACTION

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificates for Robert Crompton, Derek Peterson, Sarah Wilson, Sarah Helmick, Emily Kamphaus, Adam Hanson, Larry Stocking, Angela Lucas, Lindsey Lee, Benjamin

Davis, Kimberly Koepnick, Ernie Martinez, Alton Arnold, Sara Summers, Tanner Baumann, Anthony Croasmun, Logan Godfrey, Gillian Boal-Thowson, Melissa Hagler, BreAnn Luker, Allyson Abarca Serrano, Megan Patterson, Samuel Phillips, Maria Rodriguez-Madin, Julia Sharkey, Jill Angle, Ezra Stafford, Melissa Tabor, Mark Murdock, Dallas Estudillo, Mary Prince, Daniel Erekson, Kimberly Mullins, Samantha Bessire, Robert Ryan, Hailey Hatch, Nicole Jenkins, Heather Stockton, Michelle Studer, Bryan Chase, Tanya Batdorff, Martin Kokol, Jacob Garling, Victoria Watkins, Jeremy Reeves, Karlie Sudweeks, Joshua Wells and William McGhee to teach the content area and grade ranges at the specified school districts as provided herein for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

OR

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Robert Crompton to teach Computer Science grades six (6) through twelve (12) in the American Falls Joint School District #381 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Derek Peterson to teach Natural Science grades six (6) through twelve (12) in the American Heritage Charter School, Inc. #482 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Sarah Wilson to teach All Subjects grades kindergarten through eight (8) in the Anser of Idaho, Inc. #492 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Sarah Helmick to teach Agriculture Science and Technology grades six (6) through twelve (12) in the Bliss Joint School District #234 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Emily Kamphaus to teach Natural Science, Biological Science and Health grades six (6) through twelve (12) in the Bliss Joint School District #234 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Adam Hanson to teach Agriculture Science and Technology grades six (6) through twelve (12) in the Boise Independent School District #1 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Larry Stocking to teach Emergency Medical Technician grades six (6) through twelve (12) in the Bonneville Joint School District #93 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Angela Lucas to teach All Subjects grades kindergarten through eight (8) in the Boundary County School District #101 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for

Lindsey Lee to teach All Subjects grades kindergarten through eight (8) in the Camas County School District #121 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Benjamin Davis to teach Economics, Social Studies and Physics grades six (6) through twelve (12) in the Cassia County Joint School District #151 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Kimberly Koepnick to teach All Subjects grades kindergarten through eight (8) in the Cassia County Joint School District #151 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Ernie Martinez to teach All Subjects grades kindergarten through eight (8) in the Cassia County Joint School District #151 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Alton Arnold to teach Biological Science and Chemistry grades six (6) through twelve (12) in the Challis Joint School District #181 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Sara Summers to teach All Subjects grades kindergarten through eight (8) in the Forrester Academy, Inc. #495 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Tanner Baumann to teach Physics grades six (6) through twelve (12) in the Gooding Joint School District #231 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Anthony Croasmun to teach All Subjects grades kindergarten through eight (8) in the Gooding Joint School District #231 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Logan Godfrey to teach Mathematics grades six (6) through twelve (12) in the Gooding Joint School District #231 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Gillian Boal-Thowson to teach Health grades kindergarten through twelve (12) in the Heritage Community Charter School #481 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Melissa Hagler to teach All Subjects grades kindergarten through eight (8) in the Idaho Science and Technology Charter School, Inc. #468 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for BreAnn Luker to teach All Subjects grades kindergarten through eight (8) in the

Idaho Science and Technology Charter School, Inc. #468 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Allyson Abarca Serrano to teach All Subjects grades kindergarten through eight (8) in the Jefferson County School District #251 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Megan Patterson to teach All Subjects grades kindergarten through eight (8) in the Jefferson County School District #251 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Samuel Phillips to teach Social Studies grades six (6) through twelve (12) in the Jefferson County School District #251 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Maria Rodgriguez-Madin to teach All Subjects grades kindergarten through eight (8) in the Jefferson County School District #251 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Julia Sharkey to teach Business Technology Education grades six (6) through twelve (12) in the Kuna Joint School District #3 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Jill Angle to teach World Language - Spanish grades six (6) through twelve (12) in the Lake Pend Oreille School District #84 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Ezra Stafford to teach Health grades five (5) through nine (9) in the Lake Pend Oreille School District #84 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Melissa Tabor to All Subjects grades Kindergarten through eight (8) in the Lapwai School District #341 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Mark Murdock to teach Mathematics grades six (6) through twelve (12) in the Mackay Joint School District #182 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Dallas Estudillo to teach All Subjects grades Kindergarten through eight (8) in the Marsh Valley Joint School District #21 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Mary Prince to teach Visual Arts grades kindergarten through twelve (12) in the Marsing Joint School District #363 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Daniel Erekson to teach Physical Education grades six (6) through twelve (12) in the McCall-Donnelly Joint School District #421 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Kimberly Mullins to teach All Subjects grades Kindergarten through eight (8) in the Middleton School District #134 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Samantha Bessire to teach All Subjects grades kindergarten through eight (8) in the Minidoka County Joint School District #331 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Robert Ryan to teach Graphic Arts/Journalism, Graphic/Printing Communication, Television Production /Broadcasting, and Information/Communication Tech grades six (6) through twelve (12) in the Minidoka County Joint School District #331 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Hailey Hatch to teach English grades six (6) through twelve (12) in the North Gem School District #149 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Nicole Jenkins to work as a School Counselor grades kindergarten through twelve (12) in the Notus School District #135 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Heather Stockton to teach All Subjects grades kindergarten through eight (8) in the Plummer-Worley Joint School District #44 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Michelle Studer to teach All Subjects grades kindergarten through eight (8) in the Plummer-Worley Joint School District #44 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Bryan Chase to teach Physical Education grades six (6) through twelve (12) in the St. Maries Joint School District #41 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Tanya Batdorff to teach World Language - Spanish grades kindergarten through twelve (12) in the Teton County School District #401 for the 2018-19 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Martin Kokol to teach Family and Consumer Sciences grades six (6) through twelve (12) in the Teton County School District #401 for the 2018-19 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Jacob Garling to teach All Subjects grades kindergarten through eight (8) in the Twin Falls School District #411 for the 2018-19 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Victoria Watkins to teach English grades six (6) through twelve (12) in the Twin Falls School District #411 for the 2018-19 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Jeremy Reeves to work as a School Social Worker grades kindergarten through twelve (12) in the Weiser School District #431 for the 2018-2019 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Karlie Sudweeks to teach Business Technology Education grades six (6) through twelve (12) in the West Jefferson School District #253 for the 2018-19 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for Joshua Wells to teach Health, Physical Education and Mathematics grades six (6) through twelve (12) in the West Jefferson School District #253 for the 2018-19 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation from the Professional Standards Commission and to approve the one-year emergency provisional certificate for William McGhee to teach Music grades six (6) through twelve (12) in the Xavier Charter School, Inc. #462 for the 2018-19 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

DEPARTMENT OF EDUCATION
FEBRUARY 13, 2019

TAB	DESCRIPTION	ACTION
1	**DEVELOPMENTS IN K-12 EDUCATION**	Information Item
2	**ESSA CONSOLIDATED STATE PLAN AMENDMENT**	Motion to Approve

SUBJECT

Developments in K-12 Education

BACKGROUND/DISCUSSION

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

BOARD ACTION

This item is for informational purposes only.

SUBJECT

Every Student Succeeds Act Consolidated State Plan Amendments

REFERENCE

December 2015	The Board was updated on the status of the Every Student Succeeds Act and the process the Department will conduct in bringing forward to the Board a new Federal Consolidated State Plan.
August 2016	Board received recommendations from the Accountability Oversight Committee on a new state accountability system. The Board approved the proposed rule setting out the new accountability framework that will be used for both state and federal accountability.
November 2016	Board approved pending rule creating the new statewide accountability system based on the Governor's K-12 Task Force recommendations, Accountability Oversight Committee recommend-actions and public input gathered by staff through public forums held around the state
June 2017	Board received an update on the development of and initial draft of Idaho's Consolidated State Plan and provided input and feedback.
August 2017	Board approved Idaho's Consolidated Plan and its submission to the US Department of Education.
February 2018	Board approved a revised Consolidated State Plan based on review and feedback from the US Department of Education.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-110, Idaho Code
Idaho Administrative Code, IDAPA 08.02.03.111
IDAPA 08.02.03.112

ALIGNMENT WITH STRATEGIC PLAN

Goal 1: Educational System Alignment

BACKGROUND/DISCUSSION

The US Department of Education (USDOE) approved Idaho's Consolidated State Plan (Plan) in March 2018. Prior to the 2018/19 school year, the state implemented its new school accountability system for the first time. In accordance with the Plan, schools have been identified for Comprehensive Support and Improvement (August 2018), Targeted Support and Improvement (September 2018), and Additional Targeted Support and Improvement (October 2018). As we strive for continuous improvement of the system, the State Department of Education conducted an evaluation of the accountability system to ensure the individual

metrics and the system as a whole functioned as intended. This analysis and stakeholder feedback after the system was operationalized identified areas of the Plan where additional information or updates are necessary to best serve schools and students in Idaho. The proposed amendments were included in the Accountability Oversight Committee Annual Report presented to the Board in December 2018. A public comment period on the proposed amendments was held from January 11 to February 1, 2019.

Based on guidance provided to states from the USDOE, proposed amendments may be submitted at any time, but should be submitted by March 1, 2019, in order for the USDOE to make a determination prior to SY 2019-20.

IMPACT

Approval by the Board, as the State Educational Agency, will allow the amended plan to be submitted to USDOE by March 1, 2019. If approved, updates would take effect in the 19-20 school year. Idaho may not implement these changes until the amendment has been approved by the USDOE.

ATTACHMENTS

Attachment 1 – Consolidated State Plan Amendment Summary
Attachment 2 – Consolidated State Plan with proposed amendments
Attachment 3 – Public Comments
Attachment 4 – PowerPoint Presentation

STAFF COMMENTS AND RECOMMENDATIONS

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

Provisions in ESSA (34 C.F.R. § 299.13(b) and 299.15(a) – Consultation and Stakeholder Engagement, 34 C.F.R. § 299.13(b) – Public Notice and Outreach and Input, and ESSA § 8540 Governor's Consultation) require much broader stakeholder engagement than was previously required under the Elementary and Secondary Education Act in the development of state plans.

Idaho's public school system accountability framework approved by the Board has been effective since March 29, 2017, following acceptance by the legislature during the 2017 legislative session. The accountability framework codifies

requirements for state accountability and requires "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." Unless specifically noted in the rule, all accountability measures were required to be first collected in the 2017-2018 school year.

The academic measures established in Idaho's accountability framework are broken out by school category and include:

a. K-8:
   i. Idaho Standards Achievement Tests (ISAT) Proficiency.
   ii. ISAT growth toward proficiency based on a trajectory model approved by the State Board of Education.
   iii. ISAT proficiency gap closure.
   iv. Idaho statewide reading assessment proficiency.
   v. English Learners achieving English language proficiency.
   vi. English Learners achieving English language growth toward proficiency.
b. High School:
   i. ISAT proficiency.
   ii. ISAT proficiency gap closure.
   iii. English Learners achieving English language proficiency.
   iv. English Learners achieving English language growth toward proficiency.
   v. Four (4) year cohort graduation rate, including students who complete graduation requirements prior to the start of the school district or charter schools next fall term.
   vi. Five (5) year cohort graduation rate, including students who complete graduation requirements prior to the start of the school district or charter schools
c. Alternative High School:
   i. ISAT proficiency.
   ii. English learners achieving English language proficiency.
   iii. English learners achieving English language growth towards proficiency.
   iv. Four (4) year cohort graduation rate, including students who complete graduation requirements prior to the start of the school district or charter schools next fall term.
   v. Five (5) year cohort graduation rate, including students who complete graduation requirements prior to the start of the school district or charter schools next fall term.

In addition to the academic measures identified above, Administrative Code, identifies school quality measures by school category and provides definitions for the two (4 year and 5 year) cohort graduation rates, participation rate, and identified subgroups along with other provisions.

BOARD ACTION

I move to approve the amendments to the Consolidated State Plan as identified in Attachment 2.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

SHERRI YBARRA, ED.S.
SUPERINTENDENT OF PUBLIC INSTRUCTION

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EVERY STUDENT SUCCEEDS ACT (ESSA) CONSOLIDATED PLAN

Summary of Amendments to Consolidated Plan for public comment

The US Department of Education approved Idaho's Consolidated State Plan in March 2018. Prior to the SY 2018-19 school year, the state implemented our new school accountability system for the first time. As we strive for continuous improvement of our system, and based on stakeholder feedback, we have identified areas of our plan where additional information or updates are necessary to best serve our schools and students in Idaho.

Idaho may not implement these changes until the amendment has been approved. Based on guidance provided to states from the US Department of Education, proposed amendments may be submitted at any time, but should be submitted by March 1, 2019, in order for the Department to make a determination prior to SY 2019-20.

The current version of the plan is submitted for a 30-day public comment period and includes the following updates:

Summary of proposed amendments

- Added a detailed description of the methodology in which schools not captured in the traditional identification calculations are included in the accountability system. (page 28)
- Updated English Language proficiency exit criteria. (page 17 and 90)
- Established new *Expected Progress Toward English Language Proficiency* based on the new exit criteria. (pages 17 and 90)
- Added exit criteria for English learners with disabilities and those taking the ACCESS alternate assessment. (page 90)
- Updated long-term and interim progress goals for students making progress toward English language proficiency based on the new criteria. (page 19)
- Established a baseline and set long-term and interim progress goals for a five-year cohort graduation rate for high schools. (page 16)
- Changed the measure for identifying alternative high schools for Comprehensive Support and Improvement when their graduation rate is less than 67%. The new measure will use a three-year average of the five-year cohort graduation rate. (page 33)

SHERRI YBARRA, ED.S.
SUPERINTENDENT OF PUBLIC INSTRUCTION

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- Exclude schools from identification for targeted support and improvement when the subgroup(s) meets or exceeds interim progress goals for a particular measure. (page 35)
- Updated interim and long-term goals in Appendix A for five-year cohort graduation rate and students making progress toward English language proficiency. (page 110)
- Technical corrections throughout the document to align and reflect specific changes above.

Idaho's Consolidated State Plan

IDAHO STATE DEPARTMENT OF EDUCATION
IDAHO STATE BOARD OF EDUCATION

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Idaho's Consolidated State Plan

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

~~March 28, 2018~~ March 1, 2019

~~Revised Final~~ Amended

INTRODUCTION

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

COMPLETING AND SUBMITTING A CONSOLIDATED STATE PLAN

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

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

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

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

Alternative Template

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

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

Individual Program State Plan

An SEA may submit an individual program State plan that meets all applicable statutory and regulatory requirements for any program that it chooses not to include in a consolidated State plan. If an SEA intends to submit an individual program plan for any program, the SEA must submit

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

the individual program plan by one of the dates above, in concert with its consolidated State plan, if applicable.

Consultation

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

Assurances

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

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

Cover Page

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

COVER PAGE

Contact Information and Signatures

SEA Contact (Name and Position):

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

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

Idaho State Department of Education
PO Box 83720
Boise ID 83720

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

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

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

Authorized SEA Representative (Printed Name)
Superintendent Sherri Ybarra
(208) 332-6815

Printed Name: Sherri A. Ybarra

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

Printed Name: DR. LINDA CLARK

Signature of Authorized SEA Representatives
Superintendent Sherri Ybarra

Signature and Date:

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

Signature and Date: 2/15/18

Governor (Printed Name)
C.L. "Butch" Otter

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

C.L. "BUTCH" OTTER

Signature of Governor
C.L. "Butch" Otter

Signature and Date: 2-16-18

PROGRAMS INCLUDED IN THE CONSOLIDATED STATE PLAN

Instructions

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

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

Or

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

☐Title I, Part A: Improving Basic Programs Operated by Local Educational Agencies

☐Title I, Part C: Education of Migratory Children

☐Title I, Part D: Prevention and Intervention Programs for Children and Youth Who Are Neglected, Delinquent, or At-Risk

☐Title II, Part A: Supporting Effective Instruction

☐Title III, Part A: English Language Acquisition, Language Enhancement, and Academic Achievement

☐Title IV, Part A: Student Support and Academic Enrichment Grants

☐Title IV, Part B: 21st Century Community Learning Centers

☐Title V, Part B, Subpart 2: Rural and Low-Income School Program

☐Title VII, Subpart B of the McKinney-Vento Homeless Assistance Act: Education for Homeless Children and Youth Program (McKinney-Vento Act)

Instructions

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

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

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

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

i. Does the State administer an end-of-course mathematics assessment to meet the requirements under section 1111(b)(2)(B)(v)(I)(bb) of the ESEA?

☐ Yes

☒ No

ii. If a State responds "yes" to question 2(i), does the State wish to exempt an eighth-grade student who takes the high school mathematics course associated with the end-of-course assessment from the mathematics assessment typically administered in eighth grade under section 1111(b)(2)(B)(v)(I)(aa) of the ESEA and ensure that:

a. The student instead takes the end-of-course mathematics assessment the State administers to high school students under section 1111(b)(2)(B)(v)(I)(bb) of the ESEA;

b. The student's performance on the high school assessment is used in the year in which the student takes the assessment for purposes of measuring academic achievement under section 1111(c)(4)(B)(i) of the ESEA and participation in assessments under section 1111(c)(4)(E) of the ESEA;

c. In high school:

i. The student takes a State-administered end-of-course assessment or nationally recognized high school academic assessment as defined in 34 CFR § 200.3(d) in mathematics that is more advanced than the assessment the State administers under section 1111(b)(2)(B)(v)(I)(bb) of the ESEA;

ii. The State provides for appropriate accommodations consistent with 34 CFR § 200.6(b) and (f); and

iii. The student's performance on the more advanced mathematics assessment is used for purposes of measuring academic achievement under section 1111(c)(4)(B)(i) of the ESEA and participation in assessments under section 1111(c)(4)(E) of the ESEA.

☐ Yes

☒ No

iii. If a State responds "yes" to question 2(ii), consistent with 34 CFR § 200.5(b)(4), describe, with regard to this exception, its strategies to provide all students in the State the opportunity to be prepared for and to take advanced mathematics coursework in middle school.

Not applicable.

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

3. **Native Language Assessments** (ESEA section 1111(b)(2)(F) and 34 CFR § 200.6(f)(2)(ii)):

i. Provide its definition for "languages other than English that are present to a significant extent in the participating student population," and identify the specific languages that meet that definition.

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

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

Table 1: Idaho's top five languages spoken by English Learner populations

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

Spanish is the most predominant language, representing nearly 80% of our English Language learners.

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

Currently the Idaho Standards Achievement Test (ISAT) in Science, administered in grades 5 and 7, is offered in both English and Spanish. The statewide mathematics assessment, developed by Smarter Balanced and administered in grades 3-8 and high school, is offered in a Spanish/English stacked translation format. Neither the ISAT English Language Arts by Smarter Balanced or the English Language Proficiency Assessment developed by WIDA, are offered in translated versions because English language is a critical component of the measured constructs of these two required statewide assessments.

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

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

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

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

Not applicable.

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

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

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

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

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

Not applicable.

c. Does the State intend to include in the English learner subgroup the results of students previously identified as English learners on the State assessments required under ESEA section 1111(b)(2)(B)(v)(I) for purposes of State accountability (ESEA section 1111(b)(3)(B))? Note that a student's results may be included in the English learner subgroup for not more than four years after the student ceases to be identified as an English learner.
☒ Yes
☐ No

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

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

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

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

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

The minimum number of students required for graduation rate to be included for accountability is N >= 20.

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

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

ISDE's analysis showed that the difference in the number of K-8 and high schools captured in Idaho's school identification system changed very little between N >=25, N >= 20, and N >= 15. Table 2 shows how many of Idaho's Title I schools meet the N-size requirement with N >= 20.

Table 2: Approximate Number of Title I schools included in identification system N >= 20

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

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

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

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

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

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

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

[3] Consistent with ESEA section1111(i), information collected or disseminated under ESEA section 1111 shall be collected and disseminated in a manner that protects the privacy of individuals consistent with section 444 of the General Education Provisions Act (20 U.S.C. 1232g, commonly known as the "Family Educational Rights and Privacy Act of 1974"). When selecting a minimum n-size for reporting, States should consult the Institute for Education Sciences report "*Best Practices for Determining Subgroup Size in Accountability Systems While Protecting*

The State of Idaho places a high value on preserving the privacy of students and safeguarding their personally identifiable information (PII). To ensure that student data is treated with the utmost security, Idaho has enacted statutory protections found in Idaho Code § 33-133.
As part of this protection, the statute permits the release of student data in aggregate. It requires that "the minimum number of students shall be determined by the state board of education."

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

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

DMC policy page 5 states:

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

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

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

Personally Identifiable Student Information" to identify appropriate statistical disclosure limitation strategies for protecting student privacy.

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

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

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

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

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

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

Calculation:Long-term goal = 2016 % proficient/advanced + ((1/3) x (100 – 2016 % proficient/advanced))
Interim progress goal = Difference between the long-term goal and the baseline / 6

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

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

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

Table 4: English Language Arts/Literacy - 2016 baseline, 2022 long-term goal, and 2017-2021 interim targets

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

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

Interim progress goals are in Appendix A.

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

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

By reducing the percentage of non-proficient students by one-third over the next six years, the students in subgroups whose baseline is farther behind the all-students group have a

more ambitious long term goal, and interim measures to reach that goal, which will close achievement gaps for all student subgroups, using attainable targets.

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

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

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

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

Calculation:
Long-term goal = Class of 2016 % graduating + (75% x (100 – Class of 2016 % graduating))
Interim progress goal = Difference between the long-term goal and the baseline / 6
Note: ~~the~~ The all students graduation rate long-term goal has been rounded up to align with the Idaho State Board of Education's existing graduation rate goal.

Table 5a: 4 year Graduation rate ~~-~~– Class of 2016 baseline, Class of 2022 long-term goal, and Class of 2017-Class of 2021 interim targets
***Reporting of 4 Year graduation rates lags 1 year**

4 year Graduation Rate	Class of 2016	Class of 2017	Class of 2018	Class of 2019	Class of 2020	Class of 2021	Class of 2022
All Students	79.7%	82.2%	84.8%	87.3%	89.9%	92.4%	94.9%
Economically Disadvantaged	71.9%	75.4%	78.9%	82.4%	86.0%	89.5%	93.0%
Students with Disabilities	60.5%	65.4%	70.4%	75.3%	80.3%	85.2%	90.1%
English Learners	73.3%	76.6%	80.0%	83.3%	86.7%	90.0%	93.3%
Black / African American	77.8%	80.6%	83.4%	86.1%	88.9%	91.7%	94.5%
Asian or Pacific Islander	83.1%	85.2%	87.3%	89.4%	91.6%	93.7%	95.8%
American Indian or Alaskan Native	58.5%	63.7%	68.9%	74.1%	79.3%	84.4%	89.6%

4 year Graduation Rate	Class of 2016	Class of 2017	Class of 2018	Class of 2019	Class of 2020	Class of 2021	Class of 2022
Hispanic or Latino	73.7%	77.0%	80.3%	83.6%	86.9%	90.1%	93.4%
Native Hawaiian / Other Pacific Islander	69.7%	73.5%	77.3%	81.1%	84.9%	88.6%	92.4%
White	81.3%	83.6%	86.0%	88.3%	90.7%	93.0%	95.3%
Two Or More Races	77.3%	80.1%	83.0%	85.8%	88.7%	91.5%	94.3%

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

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

Long-term goal = Class of 2017 % graduating + (75% x (100 – Class of 2017 % graduating))
Interim progress goal = Difference between the long-term goal and the baseline/5

TABLE 5b: 5-Year graduation rate long term goals and interim progress goals
***Reporting of 5 Year graduation rates lags 2 years**

5 year Graduation Rate	Baseline Class of 2017	Class of 2018	Class of 2019	Class of 2020	Class of 2021	Class of 2022
All Students	82.00%	84.7%	87.4%	90.1%	92.8%	95.5%
Economically Disadvantaged	75.00%	78.8%	82.5%	86.3%	90.0%	93.8%
Students with Disabilities	65.50%	70.7%	75.9%	81.0%	86.2%	91.4%
English Learners	79.30%	82.4%	85.5%	88.6%	91.7%	94.8%
Black / African American	75.60%	79.3%	82.9%	86.6%	90.2%	93.9%

5 year Graduation Rate	Baseline Class of 2017	Class of 2018	Class of 2019	Class of 2020	Class of 2021	Class of 2022
Asian or Pacific Islander	88.00%	89.8%	91.6%	93.4%	95.2%	97.0%
American Indian or Alaskan Native	67.50%	72.4%	77.3%	82.1%	87.0%	91.9%
Hispanic or Latino	78.40%	81.6%	84.9%	88.1%	91.4%	94.6%
Native Hawaiian / Other Pacific Islander	79.70%	82.7%	85.8%	88.8%	91.9%	94.9%
White	83.10%	85.6%	88.2%	90.7%	93.2%	95.8%
Two Or More Races	79.30%	82.4%	85.5%	88.6%	91.7%	94.8%

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

Interim progress goals are in tables 5a and 5b above and in Appendix A.

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

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

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

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

Idaho determines a student's eligibility as an English Learner in a multi-step process, beginning with an initial home language survey, completed at registration. If the home language survey indicates a language other than English is the primary language spoken at

home, the student is then screened using the WIDA ACCESS Placement Test (W-APT). The student's results from this screener determine eligibility and inform the students plan for developing English language skills.

Eligible students are then assessed annually for English Language proficiency using the WIDA Access 2.0. This assessment provides an overall composite score and scores in the domains of Reading, Writing, Speaking and Listening.
~~A student is considered proficient when they receive a 5 composite score.~~
A student is considered proficient when they meet the State defined exit criteria for English Language Proficiency. Proficiency is a composite score equal to or greater than 4.2, with scores in the domains of reading, writing and listening equal to or greater than 3.5.

The change comes after analysis of both Idaho and WIDA Consortium data, consultation with stakeholders and assessment measurement experts as well as considering the rigor of English Language assessed by the ACCESS.

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

After analyzing the 2016, 2017 and 2018 results from the WIDA ACCESS assessment, Idaho has updated the measure of expected progress. The new measure of expected progress as captured in table 6a, considers the student's initial ELP level, and recognizes student's English language development is not equal to the years served in an EL program, but influenced by their initial ELP level.
The expected time to English Language Proficiency also serves educators in the development of the student's EL plan in setting realistic and attainable growth targets, with a focus on meeting students where they are and moving students where they need to be, so they can successfully access academic content and be college and career ready.

TABLE 6a Idaho Expected Growth to English Language Proficiency

Initial ACCESS ELP Level	Target	Year 1	Year 2	Year 3	Year 4	Year 5
6 Reaching	Considered English Language Proficient in Idaho					
5 Bridging	Considered English Language Proficient in Idaho					
4 Emerging	Expected Proficiency Level	Level 4	Level 4			
	Expected Progress	4.0-4.1	4.2+			
3 Developing	Expected Proficiency Level	Level 3	Level 3/4	Level 4		

	Expected Progress	3.0-3.5	3.6-4.1	4.2+		
2 Expanding	Expected Proficiency Level	Level 2	Level 3	Level 3/4	Level 4	
	Expected Progress	2.5-2.9	3.0-3.5	3.6-4.1	4.2+	
1 Entering	Expected Proficiency Level	Level 1	Level 2	Level 3	Level 3/4	Level 4
	Expected Progress	1.5-1.9	2.0-2.9	3.0-3.5	3.6-4.1	4.2+

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

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

Idaho will reduce the number of English learners who are not making expected progress to English proficiency, as defined above by 1/3 over five years. This five-year long-term goal has been reset to reflect the change to the expected progress, using 2018 data as the baseline.~~, ending in 2022, aligns with the long-term goals in academic achievement and graduation rate, with 2017 serving as the baseline. Because this goal is based on one available year of historical data, it may be revised once additional data are available.~~

~~**Table 6: Percent of Students Making Expected Progress Toward English proficiency 2017 baseline, 2022 long-term goal, and 2018-2021 interim targets**~~

~~2017 Baseline~~	~~2018~~	~~2019~~	~~2020~~	~~2021~~	~~2022 Goal~~
~~48%~~	~~51.46%~~	~~54.92%~~	~~58.38%~~	~~61.84%~~	~~65.30%~~

Table 6b: Percent of Students Making Expected Progress toward English proficiency 2018 baseline, 2023 long-term goal, and 2019-2022 interim targets

2018 Baseline	2019	2020	2021	2022	2023
74.07%	75.80%	77.53%	79.26%	80.98%	82.71%

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

Interim progress goals are in Table 6b above and Appendix A.

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

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

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

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

A subset of the measures in the Accountability Framework will be used as the accountability indicators required by ESSA, and described in this section. Idaho will use these indicators every three years to determine schools for comprehensive support and improvement, and each year to determine schools for targeted support and improvement, using the methodology described in sections A(4)(v) and A(4)(vi) of this plan.
It should be noted that the state accountability framework groups schools into three categories so meaningful differentiation can be made between like schools. The following school categories are outlined in the state accountability framework:

School Categories

- Kindergarten through grade eight (K-8): Schools in this category include elementary and middle schools as defined in IDAPA Rule 08.02.03.112.05.f.
- High Schools, not designated as alternative high schools, as defined in Subsection 112.05.f.

- Alternative High Schools

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

Academic Measures by School Category
K-8:
- Achievement on Idaho Standards Assessments in English Language Arts and Math
- Growth – as determined by the percentage of students on track to be proficient within three years.
- English Learners making progress towards English language proficiency.

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

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

School Quality Measures by School Category
K-8:
- Satisfaction and Engagement survey administered to students in grades K-8.

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

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

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

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

Academic achievement indicator measures:

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

The academic achievement indicator represents the proficiency on statewide mathematics and ELA/Literacy tests. In the school identification system, academic achievement is the actual, non- averaged achievement in that school year.

The state administers and reports the grade level assessments to all students annually and provides comparative data across subgroups.

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

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

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

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

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

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

95% participation: Both academic indicators measure the performance of at least 95% of all students and 95% of all students in each student group.

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

Idaho's Other Academic Indicator is Academic Growth as defined below and meets the criteria for academic indicators as described in section A(4)(iv)(a) of this plan.

Other Academic indicator measures:

- Student Growth to proficiency in English Language Arts/Literacy using a 3 year trajectory model
- Student Growth to proficiency in Mathematics using a 3 year trajectory model

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

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

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

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

95% participation: The growth rate indicator measures the performance of at least 95% of all students and 95% of all students in each student group..

c. **Graduation Rate.** Describe the Graduation Rate indicator, including a description of (i) how the indicator is based on the long-term goals; (ii) how the indicator annually measures graduation rate for all students and separately for each subgroup of students; (iii) how the indicator is based on the four-year adjusted cohort graduation rate; (iv) if the State, at its discretion, also includes one or more extended-year adjusted cohort graduation rates, how the four-year adjusted cohort graduation rate is combined with that rate or rates within the

indicator; and (v) if applicable, how the State includes in its four-year adjusted cohort graduation rate and any extended-year adjusted cohort graduation rates students with the most significant cognitive disabilities assessed using an alternate assessment aligned to alternate academic achievement standards under ESEA section 1111(b)(2)(D) and awarded a State-defined alternate diploma under ESEA section 8101(23) and (25).

Table 7 below describes Idaho's graduation rate indicators. Idaho uses the four-year adjusted cohort graduation rate for the graduation rate indicator, which follows federal guidelines. See section A(4)(v) for how the graduation rate indicator will be used for meaningful differentiation of schools. Idaho does not award a state-defined alternate diploma. Based on stakeholder feedback. Idaho ~~is developing~~ calculated a five-year cohort graduation rate for the first time in 2018/2019. The Five year cohort graduation rate will be reported for all high schools.

Table 7: Graduation rate indicators

Indicator	Measure	Description
Graduation Rate	The four-year cohort graduation rate	The percent of students graduating using the four-year graduation cohort rate calculation within a school reported[4] in the current school year. ~~In the school identification system, graduation rate is the actual, non-averaged of the graduation rate in that school year.~~

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

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

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

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

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

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

[4] *Graduation rate lags by one school year.*

Idaho administers the Access 2.0 developed by WIDA as our English Language Proficiency Assessment. ~~Idaho will use data from the 2017 Access 2.0 administration to serve as our baseline in defining student progress in achieving English Language Proficiency.~~
The progress in achieving ELP is defined in section iv.c above.

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

Table 8: School Quality Indicators

School Category	Measure
K-8	Satisfaction and Engagement survey administered to students in grades 3-8.
High School	College and Career Readiness indicators, determined through a combination of students participating in advanced opportunities, earning industry recognized certification and/or participation in recognized high school apprenticeship programs.
Alternative High School	College and Career Readiness indicators, determined through a combination of students participating in advanced opportunities, earning industry recognized certification and/or participation in recognized high school apprenticeship programs.

Table 8 describes the school quality indicators used in our school identification methodology. Additional school quality indicators are found in Appendix B, described at the end of this section and included in annual reporting on the state, district and school report card used as our tool for annual meaningful differentiation.

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

Validity and reliability: The school climate survey will be administered through AdvancED's online platform to students in grades 3-8 (students in grades 9-12 will be surveyed beginning in 2018/19). Schools will be expected to ensure that all student groups are adequately represented in the results by maintaining a 90% participation rate or above. The survey is designed to provide quick access to meaningful and actionable data at the school and district level to improve teaching and learning practices, while also providing valid and reliable results at the state level for purposes of statewide reporting and accountability. Please refer to Appendix E for more information.

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

Students who demonstrate early success in college and career preparation opportunities have an increased likelihood of entry and success in education and career training after high school. College and career preparation is determined by calculating the percent of students who have demonstrated success preparation for education and/or career training after high school through advanced course work, technical skills attainment or work experience. Advanced coursework includes advance placement courses, dual credit courses, and international baccalaureate programs. Students earn credit by passing the course. Technical Skills Assessment (TSA) is a pathway program that measures a student's understanding of the technical requirements of the occupational pathway. The TSA is a nationally validated, industry-based assessment, administered by an approved vendor, such as Career Technical Education. All juniors and seniors enrolled in a capstone course are required to take the TSA. Work experience includes credit for internships and job shadowing. A student earns work experience credit by passing the established criteria for that experience. At a minimum, each work experience aligns to Idaho's Content Standards. In this way, the work experience requirements for credit are consistent and comparable across the State. The LEA may require additional criteria above and beyond the Standards.

The three options in the college and career ready indicators in Idaho's Accountability framework are equally accessible and reflective of stakeholder feedback and State Board of Education Goals, and allow for meaningful differentiation among all high schools and alternative schools in the state.

Each college and career indicator will include all 12th graders in the denominator providing a true measure of student's access to advanced coursework and a measure of performance throughout their high school experience.

The numerator and denominator are summarized below:

The # of 12th grade students in a high school meeting one or more of the three College and Career options divided by the number of 12th grade students.

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

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

Additional school quality and student success indicators not used in school identification. Additional school quality indicators in the state accountability framework include students enrolled in grade 8 taking pre-algebra or higher math courses and students in grade 9 taking algebra 1 or higher level courses in our high schools and alternative high schools. Enrollment in math courses is based on the total population of students in the applicable grade and will be disaggregated by sub-groups.

Research shows that students learn more in schools that emphasize high academic expectation and students that take higher-level academic courses learn more. This research supports the use of the enrollment in on-grade or above grade mathematics courses as an indicator of school quality and student success. This indicator also allows for evaluation of school programs in aligning curriculum and instruction in setting high expectation.

Credit recovery and accumulation in Idaho alternative schools as a measure of school quality and student success is predicated on the specific academic needs of students in alternative high schools. The state intends to identify the number of courses taken for credit recovery – which is defined as, any course for which a student received credit after previously attempting the same or equivalent course where credit was not earned. The State Department of Education is working with alternative schools to determine the most meaningful way of articulating this in our reporting of the indicators in the state, district and school report cards. Business rules for reporting will be finalized in May 2018.

The final indicator of school quality and student success; communication with parents on student achievement, which applies to all school configurations, will be implemented in the 2018/2019 school year and stakeholders will be involved in defining how this will be collected and reported.

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

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

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

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

plans to incorporate tools for comparing schools to each other. This will allow all education stakeholders to use the multiple measures in the Accountability Framework to differentiate schools.

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

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

The CSI process for identifying the lowest performing schools relies on multiple measures of school performance to accurately identify schools with systemic challenges. Consequently, to progress through Step 6 above and receive a composite score, schools must meet the n size threshold of 20 students in a minimum number of key indicators.

For K-8 schools, the key indicators are:

- Academic Achievement
  - ISAT/IDAA Proficiency Rate in ELA/literacy
  - ISAT/IDAA Proficiency Rate in Mathematics
- Academic Growth
  - Student Growth toward Proficiency – ISAT ELA/Literacy
  - Student Growth toward Proficiency – ISAT Mathematics
  - English Learner Growth toward English Language Proficiency

K-8 schools must have a value for at least one academic achievement measure and one academic growth measure listed above to receive a composite score.

For High Schools and Alternative High Schools, the key indicators are:

- Academic Achievement
  - ISAT/IDAA Proficiency Rate in ELA/literacy
  - ISAT/IDAA Proficiency Rate in Mathematics
- Graduation Rate
  - Four-year cohort graduation rate (High Schools)

High Schools and Alternative High Schools must have a value for at least one academic achievement measure and a graduation rate to receive a composite score.

When schools meet the n size requirements for the key indicators described above, the SDE will use the results in the standard, Lowest-Performing CSI process with the weights distributed across the available indicators. However, if the school still fails to meet the n size requirements for the minimum number of indicators, the school will be subject to a qualitative review process.

Qualitative Review Process

In the qualitative review process, the SDE will convene a review committee comprised of; The Chief Deputy Superintendent, Director of Assessment & Accountability, Director of Federal Programs, Accountability Coordinator, School Improvement Coordinator, a superintendent or delegate representing a local education agency, the Director of Special Education and the Director of EL/Migrant Education, to review the school's performance of available data. This team will review de-identified information about the school, including Title I Status, Grades Served and the following:

- Number of students in the denominator of each accountability measure
- Performance in each measure
- Quintiles in each measure, calculated among all schools part of the qualitative data review process without n-size restrictions
- The overall distribution of Proficiency Rate for ELA/literacy, Proficiency Rate for Mathematics, and Graduation Rate, in a scatter plot
- The range of performance of schools in the bottom 5 % as identified in the standard process
- For High Schools and Alternative High Schools, whether the school was identified for Low High School graduation Rate
- For schools serving grades not assessed in our accountability system, the review committee will consider the school's performance on the statewide early literacy assessment as a metric of comparison. While not a measure in our identification system, the statewide literacy assessment is a measure in our accountability framework and is a key performance indicator in annual meaningful differentiation in our report card.

The committee will use the information available during the qualitative review to determine if the school should be identified for comprehensive support and improvement.

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

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

Idaho will identify schools in the beginning of the 2018-19 school year using data from

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

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

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

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

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

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

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

***Step 1**:*
For each indicator used in school identification, combine the performance of students in the school for the most recent three years and calculate a weighted average. For indicators for which three years of statewide data is not available, the state will combine performance for the number of years that are available.
The example below demonstrates the three year average calculation for math achievement.

Math Assessment	2016	2017	2018	Three year average calculation for

							Math achievement	
# proficient	95	95.0%	100	78.7%	79	57.2.0%	274	75.07%
# tested	100	proficiency	127	proficiency	138	proficiency	365	proficiency

Step 2: Select a school and identify the three year weighted average value of the first indicator (among the academic and school quality indicators described in section iv.)

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

School X math performance

Current year Proficient/Advanced
75%

Step ~~2~~3: Determine the school's rank on that indicator relative to all other public schools in the state in the same school category.

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

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

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

Step ~~3~~4: Calculate the school's percentile rank for the indicator. The percentile rank is a simple calculation: divide the number of schools below the school in question by the total number of public schools in the state in the same school category. This number is then multiplied by 100. This calculation provides the percent of schools in the state that fall below the target school in that indicator.

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

Math Achievement Percentile Rank

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

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

Step 45: Repeat steps 1-~~3~~ 4 for all indicators.

Step 56: Calculate a composite value for the school based on the available indicators. The composite value is calculated by applying the weights described in section b (below) to the percentile ranks for each indicator (determined at the end of step ~~3~~4) and summing these values.

Step 67: Repeat steps 1-~~5~~ 6 for all schools in the state.

Step 7:8 Rank schools from highest to lowest within their school category based on their composite value.

Step 8:9 Identify the composite value that would capture the bottom 5% of Title I schools within the K-8, high school, and alternative high school categories.

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

Step 910: Idaho will also celebrate schools for their work to meet the needs of their students by recognizing:

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

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

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

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

Table 9: Indicator weights for Idaho's most common Title I school configurations (percent)

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

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

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

Beginning in 2019, the state will calculate and report both a four-year cohort and a five-year cohort graduation rate annually for all traditional and alternative high schools.

Beginning in 2021, Idaho will identify traditional high schools in the state with a four-year cohort graduation rate less than 67%, based on a three year weighted average, for comprehensive support and improvement.

Beginning in 2021, Idaho will identify alternative high schools in the state with a five-year cohort graduation rate less than 67%, based on a three year weighted average, for comprehensive support and improvement.

Alternative high schools in Idaho are required to serve students who are at risk for dropping out due to academic and social or emotional challenges. Enrollment in an alternative school is defined by criteria set forth in Idaho State Board Rules. A large percentage of students enrolling in an alternative school have not earned adequate credits in high school to meet minimum graduation requirements in four years. Using a five year cohort graduation rate average for alternative high schools recognizes the unique challenges and important work educators and students in these schools accomplish. The use of a five year cohort graduation rate also allows the state to meaningfully differentiate schools in our accountability system.

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

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

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

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

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

Idaho will identify targeted support and improvement schools based on student group achievement gaps. The percent proficient/advanced for each student group will be compared to the percent proficient/advanced for all students not in that group for each indicator in the state's accountability framework as listed in Appendix B. This will be done for each school and each student group that meets Idaho's n-size requirement.

A consistently underperforming student group in Idaho is any student group that has an achievement gap, relative to its non-group peers, of 35 percentage points or more in any indicator in the accountability framework for three consecutive years. A school with a consistently underperforming student group will be identified for targeted support and improvement.

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

The same would be the case if the calculation revealed a 35 percentage point achievement gap in English/Language Arts for three consecutive years. The same methodology will apply to each indicator used to identify schools for Comprehensive Support and Improvement. ~~in the state accountability framework as found in Appendix B.~~

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

A school will not be identified for TSI where the subgroup performance meets or exceeds the states interim progress goal for that metric.

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

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

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

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

While the lowest-performing five percent of schools will be identified as comprehensive support and improvement schools every three years, the methodology for identifying these schools will be calculated annually for the purpose of identifying schools for additional targeted support.

The comprehensive support and improvement calculations will be run for all students to identify the lowest-performing five percent of schools. The same calculations will then be run for all subgroups of students (when meeting the n size requirements). The final, weighted composite value for each student group will be compared with that for schools that are (or would be) identified for comprehensive support and improvement.

If the composite value for any of the subgroups is below that for the highest performing school in the bottom 5% of the comprehensive identification schools, the school will be identified for targeted support and improvement.

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

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

The state does not identify additional statewide categories of schools.

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

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

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

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

Should a school or LEA not meet the 95% participation minimum standard, the local school board will be notified by the State Board of Education that the school or district has failed to meet the minimum standard of reporting and that this will be reflected on the state report card. The ISDE will support the school or LEA to write a parent outreach plan that addresses how it will engage parents and community members in order to meet the 95% participation minimum standard. In addition, ISDE will develop policies requiring the LEA to use a portion of its funds pursuant to 33-320, Idaho Code (Continuous Improvement Plans) for local school board and superintendent training on data-driven decision-making and assessment literacy.

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

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

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

expected to meet such criteria.

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

- No longer meet the eligibility criteria for comprehensive support and improvement (no longer be in the lowest 5%), and
- Achieve ELA and Math results above the 20th percentile within each school category for the all student group, and
- Articulate in writing a plan for sustaining improved student achievement. The plan will be submitted to and approved by the State Technical Assistance Team (STAT). This plan will articulate measurable goals, aligned strategies, and a robust monitoring plan. This sustainability plan must explain how the school will maintain a strong rate of growth and change for students while addressing how the school intends to ensure sustainability without additional improvement funds.

Schools with graduation rate below 67%:
Schools identified for comprehensive support and improvement by failing to graduate two-thirds of its graduating cohort may exit from comprehensive status if:

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

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

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

- No longer meet the eligibility criteria for additional targeted support, and
- Achieve ELA and Math results above the 20th percentile within each school category, for all subgroups for which the school was identified for targeted support and improvement.

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

More rigorous interventions in a school failing to meet Idaho's exit criteria after three years will be led by the State Technical Assistance Team (or STAT, see section A(4)(viii)(e) for a complete description), who will facilitate the completion of a Comprehensive and

Integrated Field Review (CIFR) that will lead to next steps for the school. Below is a description of the steps the STAT will complete to determine more rigorous interventions.

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

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

Next steps include:

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

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

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

Comprehensive and Integrated Field Review protocol:

- Observe a stratified sample of faculty including teachers of special populations, using a standard protocol. The protocol will include a subset of the indicators that align with the state's current teacher evaluation system.
- Interview focus groups with teachers, parents, students, and noncertified staff (e.g. food service, custodians and paraprofessional.
- Interview LEA and school administrators.
- Collect and interpret data.
- Recommend additional school interventions to school, LEA, and state leadership.
- School, LEA, and state leaders agree upon and implement new interventions for the school.

d. **Resource Allocation Review**. Describe how the State will periodically review resource allocation to support school improvement in each LEA in the State serving a significant number or percentage of schools identified for comprehensive or targeted support and

improvement.

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

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

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

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

Idaho is committed to a robust statewide system of support. Our system of support is designed to pair local issues with local solutions and draws from a variety of resources and programs to build the capacity of schools and LEAs for continuous and sustainable improvement. The statewide system of support is managed and coordinated by the State Technical Assistance Team (STAT). This team is responsible for overseeing all school improvement grants for comprehensive and targeted schools. The STAT works with LEAs to ensure that improvement plans are evidence-based and managed for high performance.

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

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

As shown in Table 10 below, the statewide system of support includes strategies and activities that LEAs and schools can select based on need. Schools identified for

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

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

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

Table 10: Strategies used in the Idaho statewide system of support

Strategy	Activity	Provider/program	Funding source
Creating/implementing comprehensive and targeted school improvement	Diagnostic evaluation/needs assessment to determine key challenges and root causes	ISDE or approved provider	Title I-A School Improvement funds
Creating/implementing comprehensive and targeted school improvement	Comprehensive school improvement and leadership coaching	Idaho Capacity Builders	Title I-A School Improvement funds
Improving leadership effectiveness	Training/Mentoring for School Board Members	ISDE, Idaho School Boards Association, Idaho Building Capacity Project	School Improvement funds
Improving leadership effectiveness	Leadership coaching	Idaho Building Capacity Project	School improvement funds
Improving leadership effectiveness	Mentoring and support for principals	Idaho Principals Network Idaho Principal Mentoring Project	School improvement funds Title II-A

Strategy	Activity	Provider/program	Funding source
Improving leadership effectiveness	Mentoring and support for superintendents	Idaho Superintendents Network	School improvement grant
Improving leadership effectiveness	School improvement training for local school boards and superintendents	ISDE or contract vendor	State funds pursuant to 33-320, Idaho Code
Improving leadership effectiveness	Mentoring, training, and support for emerging CTE leaders and prospective CTE administrators	Leadership Institute	State funds (CTE)
Aligning curriculum and improving instruction	Professional development and technical assistance in curriculum and standards development and alignment and research-based instructional improvement	Approved providers; state regional mathematics or ELA specialists	State funds
Aligning curriculum and improving instruction	Idaho Content Standards/Literacy coaching	Idaho Coaching Network, ELA/Literacy	State funds
Aligning curriculum and improving instruction	Training on the Idaho Content Standards and technical assistance with how to align curriculum, instruction, and assessment practices	Idaho Coaching Network/ELA/ Literacy Coaches, Idaho Math Centers	State funds
Aligning curriculum and improving instruction	Educator evaluation training and coaching	ISDE and SBOE Educator Effectiveness Coordinators	State funds
Aligning curriculum and improving instruction	Opportunities to implement STEM curriculum	STEM Action Center	State and federal funds

Strategy	Activity	Provider/program	Funding source
Aligning curriculum and improving instruction	Training on Assessment and Data Literacy	ISDE	State funds (CTE)
Aligning curriculum and improving instruction	Training on the Idaho Career Technical Content Standards and technical assistance with how to align programs and assessments.	ICTE Reach Professional Development Conference; Program Quality Managers	State funds
Aligning curriculum and improving instruction	Participating in the Idaho Mastery Education Network	ISDE	State funds
Supporting English learners	Technical assistance with EL program design	Idaho English Learner Program	State and federal funds
Supporting English learners	Training on WIDA standards and technical assistance on aligning WIDA standards with Response to Intervention (RTI) practices	Idaho English Learner Program	State and federal funds
Supporting Special Education students	Multi-tiered instructional training and coaching	SESTA team of Special Education Idaho Center on Disabilities and Human Development	State funds, special education funds
Supporting Special Education students	Training on intensive interventions, assessments and strategies related to special education	SESTA team of Special Education Idaho Center on Disabilities and Human Development	Special education funds
Extended learning time	Technical assistance on how to redesign the school day using extended learning	ISDE and/or Idaho Universities	Title IV

Strategy	Activity	Provider/program	Funding source
	and/or other opportunities (e.g., 21st Century Community Learning Centers and school or public libraries)		
Family and community engagement	Technical assistance in the inclusion of families and the community in the school improvement planning and implementation process	ISDE-Family Engagement Coordinator	State funds
Family and community engagement	Access to and support with the Family Engagement Tool (FET)	ISDE-Family Engagement Coordinator	State funds
Family and community engagement	Career and Technical Student Organizations (CTSOs) provide student leadership opportunities and community engagement	ICTE	
Family and community engagement	Career and Technical Program Advisory Committees provide community partnerships and industry input for CTE programs	ICTE	State funds (CTE)

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

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

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

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

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

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

The STAT will use the LEA and school improvement plans as a component of analysis of school progress. This team will work with LEAs to examine school data in an iterative

process that includes an initial benchmark of student achievement levels, delivery of the prescribed intervention, a second assessment of progress, continued intervention, and a third assessment of progress.

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

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

Idaho Building Capacity Project: Central to the strategy of providing assistance with the management of school improvement is the Idaho Building Capacity (IBC) Project. The project began in 2008 and is now a cornerstone of ISDE's statewide system of support and its approach to school improvement. Idaho Capacity Builders are experienced educators who have in-depth knowledge of school improvement processes and demonstrated experience implementing change processes. All schools identified for comprehensive or targeted support will receive support from a Capacity Builder. Capacity Builders coach leaders and leadership teams through the tasks of improvement with monthly training and assist in promoting alignment among the various parts within the school or LEA system. Capacity Builders are provided with a toolkit of evidence-based school improvement resources and, in partnership with school and LEA leaders, help create and implement a customized school improvement plan. The Capacity Builders are managed by regional school improvement coordinators at Boise State University, Idaho State University, and University of Idaho.

Improving Leadership Effectiveness

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

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

indicated satisfaction with the program. Over 95% of participants would either recommend or strongly recommend the program and indicated that the workshops are useful and directly impact their work.

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

The Idaho Principal Mentoring Project (IPMP): The IPMP is designed for early career principals in Idaho. This project is voluntary and will provide new to position principals multiple levels of support. The program hires highly distinguished principals and/or superintendents trained by the state to mentor school leaders. Principal mentors are assigned to principal mentees based on need and experience. Mentors coach leaders through the tasks of improvement with regular high-performance phone calls. Principal mentors are provided with a toolkit of mentoring resources and work with mentees to create a customized mentoring plan that focuses on developing the skills and dispositions in four critical areas of school level leadership: interpersonal and facilitation skills, teacher observation and feedback, effective school-level practices and classroom-level practices, and using data to improve instruction. Data collected in July 2017 showed that 100% of IPMP participants indicated satisfaction with the program and that it directly impacts their work. Moving forward, IPMP participation will be required for new principals serving in schools identified for comprehensive support and improvement.

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

introduction to national CTE professional associations and advocacy, and personal leadership discovery and growth. Professional staff at ICTE lead the cohorts and act as mentors for the Leadership Institute participants throughout their time in the cohort and beyond.

Aligning Curriculum and Improving Instruction

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

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

For schools that are implementing mastery education, expertise from the Idaho Mastery Education Network will be a critical resource for implementing this important but challenging shift in how students learn and are assessed. In addition, mastery education may be used as a strategy for school improvement in schools that are not yet implementing mastery education.

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

Supporting English Learner Students

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

Technical assistance with EL program design and implementation: The Idaho English Learner Program assists school districts with federal and state requirements of ELs. Program staff works with LEAs to create, implement, and maintain language development programs that

provide equitable learning opportunities for ELs. The Idaho EL and Title III Program also provides support for all Idaho educators of EL students through professional learning opportunities that are intentionally designed based on evidence about student and teacher needs.

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

Extended Learning Time

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

Family and Community Engagement

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

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

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

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

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

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

ICTE provides technical assistance and oversight to administrators, managers, and teachers regarding the funding distributed through its office. This funding includes, but is not limited to, CTE added-cost funds, career technical school funds, and Idaho Quality Program Standards (IQPS) grants for secondary programs, postsecondary program funding, and Perkins funding for middle, secondary, and postsecondary programs.

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

Not applicable.

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

ISDE created a cross-agency workgroup in 2015 to measure the equitable distribution of educators across the state. ISDE works to analyze educator experience, credentials, and need. The data analysis does not point to disparities in terms of the distribution of

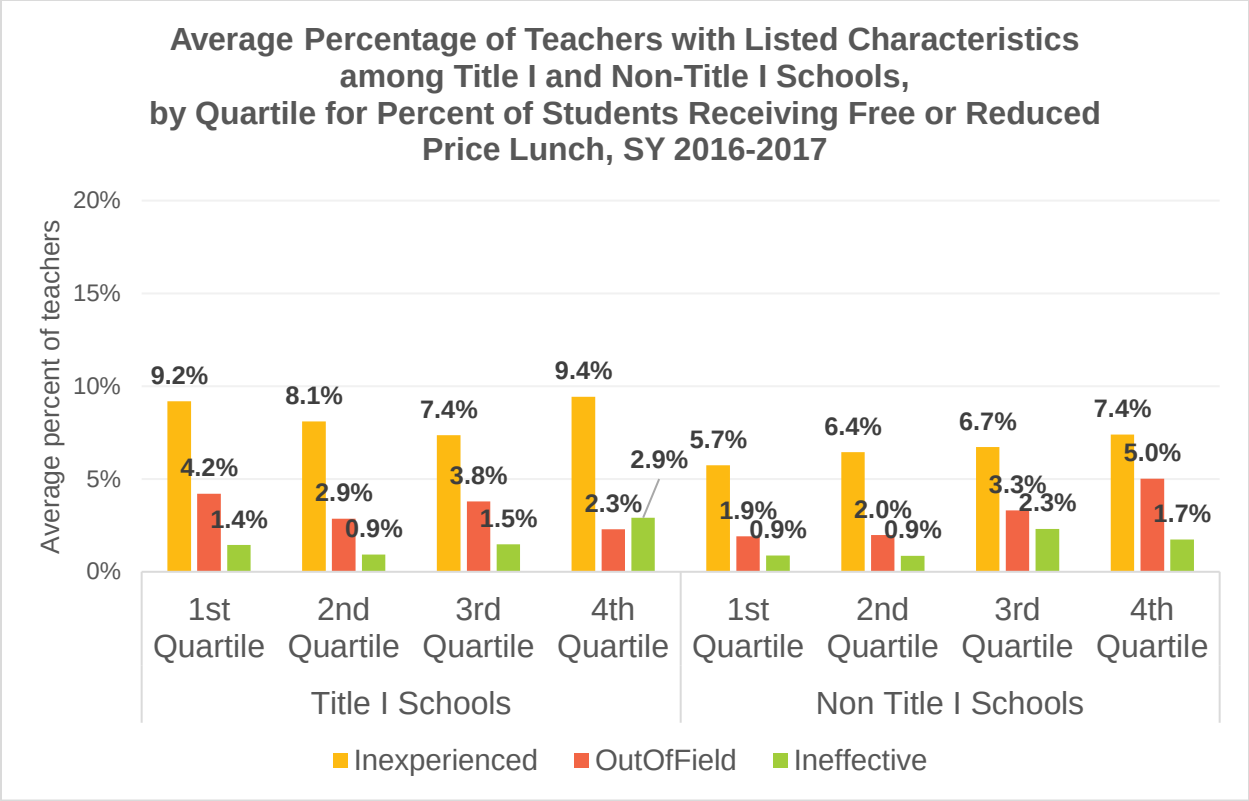
[5] *Consistent with ESEA section 1111(g)(1)(B), this description should not be construed as requiring a State to develop or implement a teacher, principal or other school leader evaluation system.*

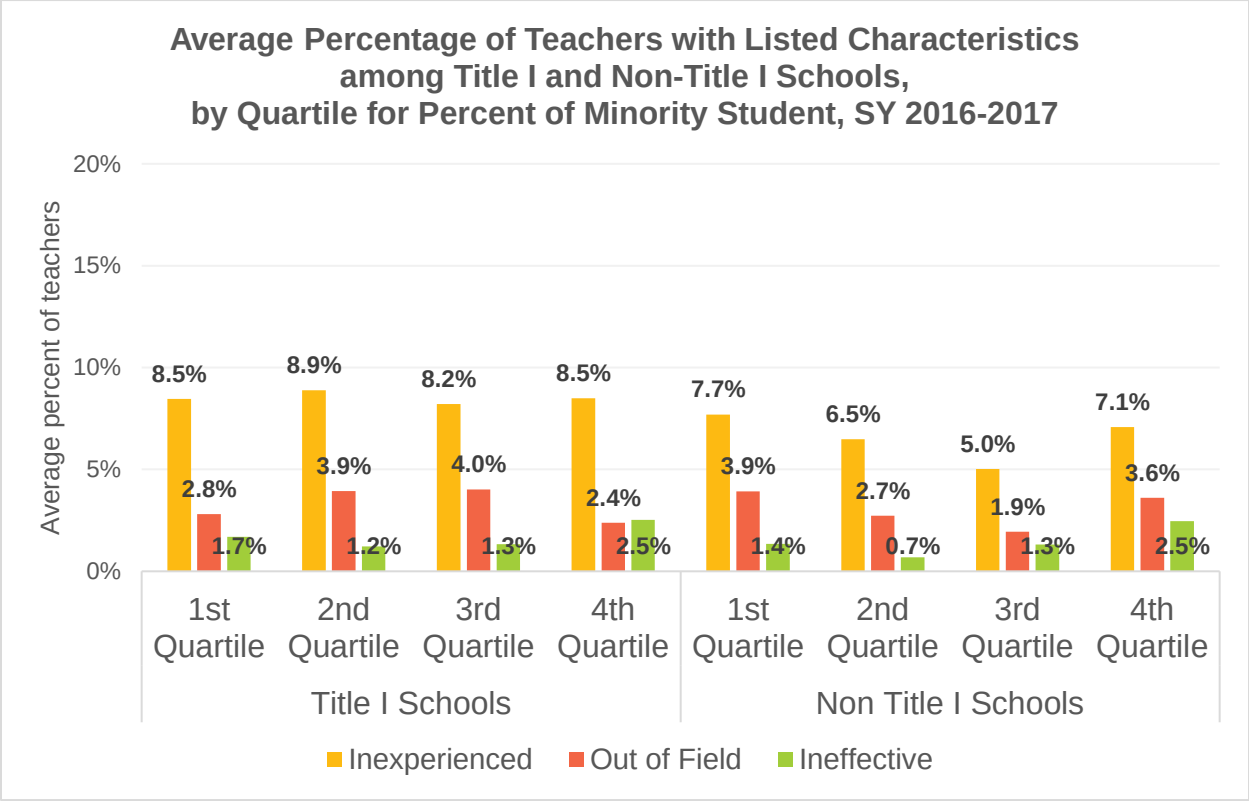
personnel who are working with low-income or minority students. The data analysis did identify a shortage of personnel and a higher than desired amount of inexperienced teachers across all areas. The findings became part of Idaho's Equity Plan submitted to the U.S. Department of Education on June 1, 2015, and sparked a statewide effort to study recruitment and retention. This workgroup continues to meet monthly to address various needs around teacher workforce strategies to recruit, retain, and equitably distribute teachers.

As illustrated in the approved Equity Plan, Idaho has found that there is little to no correlation between student group and educator quality in the state. Instead, Idaho is working to address a general challenge with teacher recruitment and retention statewide, especially in Idaho's rural and remote school districts. Recruitment and retention of effective educators is a cornerstone focus in both school improvement (using state funds, supplemented by Title I-A school improvement funds) and Effective Educators (Title II-A state activities and set-aside funds). The goal is to support educators at every level of the system.

In addition, the State Board of Education convened an educator pipeline workgroup in 2016, which is working to release recommendations for addressing Idaho's teacher recruitment and retention challenge this year (2017). This workgroup has representation from diverse stakeholder groups, including ISDE, teachers, school administrators, school board members, parents, and the business community.

In 2017, the ISDE ran the data for inexperienced, out-of-field, and unqualified teachers in relation to minority and low-income students in Title I-A and non-Title I-A schools to determine to what extent, if any, there may be gaps. The results of this data for the 2016-2017 school year are included below. While this updated data shows some disparity in the distribution of teachers, the gaps are small and will be monitored annually.





For the purpose of regularly analyzing the rates at which low-income and minority students are taught by ineffective, out-of-field, and/or inexperienced teachers, the following definitions are used:

- Ineffective teacher:
  - Majority (50% +1 student) of his/her students have NOT met their measurable student achievement targets (pursuant to 33-1001, Idaho Code), or
  - Has a summative evaluation rating of unsatisfactory.
- Out-of-field teacher: not appropriately certificated or endorsed for the area in which he/she is teaching
- Inexperienced teacher: in his/her first year of practice
- Low-income student: from economically disadvantaged families
- Minority student: identified as a member of a minority race or ethnicity

Note that Idaho's ineffective teacher definition is in alignment with the requirements in the state's salary apportionment law (Career Ladder) found in 33-1001, Idaho Code for educators to advance on the compensation table. The ineffective teacher definition went into effect July 1, 2017 so this data will not be officially in place until after the 2017-2018 school year.

Beginning with the 2017-2018 school year, ISDE will annually run data to analyze these rates and to assess whether or not low income and minority students are taught at a higher rate by teachers deemed to be ineffective, out-of-field, or inexperienced. If gaps arise or are identified, the ISDE will provide specific support and assistance to the building, LEA, and/or region where the disparity exists. Each LEA will identify and address any disparities that result in low-income students and minority students being taught at higher rates than other students by ineffective, out-of-field, or inexperienced teachers. Progress will be evaluated annually, as described in Idaho's Educator Equity Plan.

Progress on rates at which low-income and minority students in schools assisted under Title I, Part A are taught by ineffective, out-of-field, and/or inexperienced teachers will be publicly reported when published annually on the ISDE website at: http://www.sde.idaho.gov/topics/ed-equity/index.html.

3. **School Conditions** (*ESEA section 1111(g)(1)(C)):* Describe how the SEA will support LEAs receiving assistance under Title I, Part A to improve school conditions for student learning, including through reducing: (i) incidences of bullying and harassment; (ii) the overuse of discipline practices that remove students from the classroom; and (iii) the use of aversive behavioral interventions that compromise student health and safety.

   Existing state supports will be leveraged to increase the impact of Title IV-A funds. After multiple years of stakeholder organizing and working with the Idaho Legislature, a law was passed during the 2015 session that increased the requirements of LEAs to address bullying and harassment including: ongoing professional development for all staff at the school building level, the expectation that all staff intervene when bullying/harassment occurs, the implementation of a graduated series of consequence for policy violators, and annual reporting of bullying incidents to ISDE.

   The Idaho Legislature has also appropriated $4 million ongoing in formula funds to establish safe and drug free schools. These funds can be leveraged to establish optimal conditions for

learning, improve school climate, implement special programs, and explore alternatives to suspension and expulsion. In an effort to maximize these resources and assist LEAs in implementing best practices, ISDE hosts an annual conference focused on the prevention of risk behaviors, out of school time programs, and family/community engagement called the *Idaho Prevention and Support Conference.* Approximately 700 school counselors, teachers, administrators (including charter and alternative), school resource officers, juvenile probation officers, judiciary representatives, school psychologists, and other stakeholders attend every year. Recent conference themes include addressing bullying/harassment and Adverse Childhood Experiences (ACEs). ISDE has focused heavily on ACEs as this research makes a strong case for trauma-informed disciplinary policy and practice.

Additionally, ISDE won a Garret Lee Smith grant focused on youth suicide prevention from the Substance Abuse and Mental Health Services Administration and implemented Sources of Strength (an evidence-based youth suicide prevention program) in select schools from 2014 through 2016. One outcome of this work was the Idaho Legislature's establishment of the state's first Office of Suicide Prevention in the Department of Health and Welfare with an appropriation of $1 million and four new full-time staff positions to continue implementing the Sources of Strength program in schools. This program has demonstrated efficacy not only in preventing suicide but also a wide range of risk behaviors, as it focuses on developing internal strengths such as grit, resilience, hope, and connectedness.

These supports will be used to increase the impact of Title IV-A funds appropriated for LEA and ISDE efforts to address bullying and harassment. The strategies in Table 11 below already have a presence and existing supports in Idaho, and ISDE will encourage LEAs to use Title IV-A funds for these purposes if local data merits the need.

Table 11: Strategies for addressing behavior, discipline, and bullying/harassment

Strategy	Timeline	Funding sources
Idaho Prevention and Support Conference	Spring annually	Title IV-A
• Support LEAs with existing initiatives: • Positive Behavior Interventions and Supports (school-wide, systemic approach to improved culture and supports based on data) • Restorative justice practices • Mentoring programs such as Big Brothers, Big Sisters • Alternatives to suspension/expulsion (special programs) • Sources of Strength (secondary level) • Good Behavior Game (primary level) • Suicide Prevention Gatekeeper Training • Youth Mental Health First Aid • Mental Health assessment and referral • Crisis response/de-escalation training for school staff	Ongoing	Title IV-A

Strategy	Timeline	Funding sources
• School nurse position with student health room • Wellness programs (Coordinated School Health) • Multi-tiered systems of support • Development of risk assessment protocols and policies • Parenting programs such as Nurturing Parenting • Child sexual abuse prevention initiatives such as Stewards of Children		

The ISDE will also access—and encourage LEAs to access—the expertise of the regional Equity Assistance Center funded by the U.S. Department of Education to promote greater understanding of equity and to ensure equal access to educational opportunities for all students, regardless of race, ethnicity, gender, or national origin.

4. **School Transitions** *(ESEA section 1111(g)(1)(D))*: Describe how the State will support LEAs receiving assistance under Title I, Part A in meeting the needs of students at all levels of schooling (particularly students in the middle grades and high school), including how the State will work with such LEAs to provide effective transitions of students to middle grades and high school to decrease the risk of students dropping out.

The ISDE was deliberate in including a wide range of stakeholders in informing this Consolidated State Plan, in particular, the Title IV part A section includes feedback from representatives focused on suicide prevention, foster youth, homeless youth, families living in poverty, drop-out prevention, children of military families, rights of disabled students, Native American advocacy, neglected youth, migratory families and English learners.

Increasing Opportunities and Outcomes for College and Career: Idaho has a single State Board of Education that oversees its entire P–20 education system. This structure promotes consistency and allows for strategic planning across the entire P–20 education continuum, from kindergarten through college or career attainment. The SBOE sets benchmarks for the percentage of Idaho students graduating from high school, attending postsecondary institutions, and completing college and/or being ready to assume careers. Examples of the implementation of these goals include the support for advanced opportunities (with specific goals for the percentages of students completing advanced opportunities), Next Steps Idaho, which provides web-based guidance through the admissions process and funding streams, as well as efforts at the high school level, such as Idaho College Application Week.

Several committees and taskforces is Idaho are also working to create a seamless transition from high school to college and career. The Governor's Higher Education Taskforce and Workforce Development Taskforce, convened by the SBOE, which include representatives from diverse stakeholder groups, are working to generate recommendations to further improve Idaho's effort. The SBOE also adopted a statewide definition of college and career readiness in June 2017, which will be operationalized with college and career readiness

standards for high school students that are now in development.

Transition to School: Idaho does not currently offer state-sponsored prekindergarten, although some LEAs use their Title I and local funds to support this effort. Transitions from prekindergarten to kindergarten are clearly articulated in the State Special Education Manual for students with disabilities. This guidance also addresses student progress through the grade continuum.

Idaho assesses all K–3 students on foundational literacy skills at least twice per year. Any student who is identified as "at risk" must receive a minimum of 30 hours (if slightly below grade level) or 60 hours (if below grade level) of additional intervention. The intervention must meet the evidence-based standard, and LEAs must write plans and identify progress annually to the state. During the 2016 session of the Idaho Legislature, funding for the intervention was increased from approximately $2 million to $9.3 million. During the 2017 legislative session, funding was increased again to $11.4 million.

Middle Level: Idaho recognizes that decisions about college and career are often made prior to high school. To this end, the Middle-Level Credit System was instituted in May 2007 with the purpose of improving rigor, relevance, and relationships in the middle grades; identifying pockets of success throughout Idaho to develop best practices for all middle schools; and ensuring every Idaho student is prepared to be successful in high school and beyond. The Middle-Level Credit System focuses on five key areas: student accountability, middle-level curriculum, academic intervention, leadership among staff at the middle level, and student transitions between the middle and high school grades. This system provides the flexibility for LEAs to meet the unique needs of their students while maintaining quality.

In addition, 8th graders are required to complete learning plans for high school and beyond before transitioning to 9th grade. The state has developed a career information system for middle school and high school students that enables a student to learn about the skills and dispositions required in a wide range of jobs and professional fields. Eighth grade students also have access to college and career advisors, in which Idaho has invested heavily in recent years.

High School: ISDE supervises K–12 education and has identified priorities that are aligned with the vision of SBOE. The first goal of ISDE's plan is ensure that all Idaho students persevere in life and are ready for college and careers. Every high school student is required to take a set of required courses, and every junior has the opportunity to take a nationally recognized college admission assessment, currently the Scholastic Aptitude Test, which is paid for by the state.

The legislature has appropriated state funds for students to offset costs associated with college entrance exams, dual credit, Advanced Placement, International Baccalaureate, and overload courses. Each student is eligible for $4,125.00 to use beginning in 8th grade. Idaho's dual credit participation has increased dramatically in recent years, with more students entering a two- or four-year university with transferable credits toward major or general education requirements. Thirty-two percent of high school students participated in

Advanced Opportunities during the 2015-16 school year, which grew to 47% of high school students in 2016-17.

Career Technical School (CTS): ICTE oversees special CTE schools, referred to Career Technical Schools. These schools are designed to provide high-end, state-of-the-art technical programs and also meet certain other requirements in addition to the requirements of CTE programs in comprehensive high schools, such as field experiences and enrollment from multiple high schools. Career Technical Schools must also provide postsecondary alignment for all of their programs, giving students the opportunity to earn technical competency credits at Idaho postsecondary institutions with similar CTE programs.

Alternative Schools: Idaho's alternative schools help students find success through a personalized approach. The supports and flexibility provided to alternative schools emphasize the specific needs of at-risk students. The alternative schools specifically work with students in grades 6-12 who are transitioning from elementary to middle/junior high and middle/junior high to high school in order to help them be successful at the next level.

Students enrolled in alternative schools in Idaho receive additional support not always found in traditional secondary schools. This may include assigning fewer classes per day and tailoring instruction to students' individual needs. Students are provided the opportunity to attend summer school in order to make up credits or to get a head start on the coming school year. In addition to the academic requirements, alternative schools are required to provide services based on student needs, including daycare centers for students who are parents and direct social services such as social workers and specialized counselors and psychologists.

ISDE provides specific support for alternative schools, in addition to what is provided to traditional secondary schools. In order to provide specialized instruction and additional supports, alternative schools are provided more funding per student than a traditional secondary school. Alternative schools are also reimbursed for the cost of providing summer school. Alternative schools are invited to participate in the Idaho Prevention and Support Conference and are encouraged to participate in a strand of workshops specifically focused on alternative school best practices and needs. They have also been specifically targeted to participate in programs that provide innovative instructional practices, such as the Idaho Mastery Education Network.

English Learners: ISDE supports the efforts of LEAs to help English learner students (ELs) gain English proficiency while simultaneously meeting challenging state academic content and student academic achievement standards. The Idaho English Learner Program assists LEAs with federal and state requirements related to ELs. The program helps LEAs create, implement, and maintain language development programs that provide equal learning opportunities for ELs. The goal is to develop curricula and teaching strategies that embrace each learner's unique identity to help break down barriers that prevent ELs from succeeding in school.

The Idaho State EL and Title III Program provides support for all Idaho educators of ELs through professional learning opportunities that are intentionally designed based on the timely needs of EL educators. We recognize that as the number of ELs grows, all educators must be mutually responsible for the language development and academic success of ELs and, therefore, all teachers are language teachers. Partnerships with Idaho's institutes of higher education are essential for incorporating components of EL education into preservice teacher education in an effort to prepare teachers with appropriate instructional strategies for the ELs in their classrooms.

Students with Disabilities: The ISDE Special Education Department works collaboratively with LEAs, agencies, and parents to ensure students with disabilities receive quality, meaningful, and needed services. The department has program coordinators for dispute resolution, funding, program monitoring, results-driven accountability, special populations, secondary transition, and data management. The department also works collaboratively with the Special Education Support and Technical Assistance (SESTA) project through Boise State University. SESTA provides statewide professional development, training, and support to LEA leaders, teachers, and paraprofessionals who support students with disabilities.

Next Steps: Despite the significant steps taken to create purposeful alignment from preschool to college, the state recognizes the need for additional supports at critical transitions, such as elementary to middle school and middle school to high school. During the 2017–18 school year a task force comprising LEA leaders with transition plans in place, SBOE staff, and ISDE program coordinators will be convened to provide guidance to all LEAs, schools, and families on creating systems of support for students.

The State Board of Education has set a goal that 60% of Idahoans ages 25-34 will have some sort postsecondary degree or certificate. While there is much work to be done to meet or exceed this goal, the state is committed to providing high quality educational opportunities and outcomes for all Idahoans.

e. **Title I, Part C: Education of Migratory Children**

1. **Supporting Needs of Migratory Children** *(ESEA section 1304(b)(1))*: Describe how, in planning, implementing, and evaluating programs and projects assisted under Title I, Part C, the State and its local operating agencies will ensure that the unique educational needs of migratory children, including preschool migratory children and migratory children who have dropped out of school, are identified and addressed through:

Planning

State Comprehensive Needs Assessment Process: As part of the continuous improvement cycle, Idaho completed a new Comprehensive Needs Assessment (CNA) spring 2016, based on the Office of Migrant Education Comprehensive Needs Assessment Toolkit. This process included stakeholders, appropriate ISDE and LEA staff, and parents. Results of the needs assessment surveys for staff, parents, and secondary students provided a snapshot of perceived needs from the stakeholders most directly involved in the education of migrant children and from the children themselves. Intensive analysis of student performance data also informed the process. Finally, Parent Advisory Council (PAC) feedback throughout the process provided ongoing parent insight into student and family needs, especially those of preschool students and out-of-school youth. The CNA is the foundation of the Service Delivery Plan (SDP) and its measurable program outcomes and objectives.

LEA Comprehensive Needs Assessment Process and Toolkit: ISDE provides tools to the LEAs for performing local needs assessments. The Idaho needs assessment surveys, suggestions for conducting a local CNA, and strategies for collecting and reporting needs data are found in the Idaho LEA Migrant Education Program (MEP) Comprehensive Needs Assessment Toolkit. The toolkit can be found on the Migrant webpage under Resource File in Migrant Services http://www.sde.idaho.gov/el-migrant/migrant/index.html. LEAs are provided with technical assistance in performing the CNA process and are monitored to ensure that local needs assessments are taking place.

State Service Delivery Plan: Idaho completed a new Service Delivery Plan in the spring of 2017 based on concerns raised in the Comprehensive Needs Assessment that included migrant stakeholders. All migrant funded LEAs have received new Measurable Program Objectives (MPOs) and have provided assurances to the Idaho MEP through the consolidated grant application process that they will work to implement the strategies and evaluate the results as measured by the MPOs. Data is collected at the end of the performance period from every project LEA, showing their self-evaluation of their progress at meeting the MPOs. The Idaho MEP will aggregate this data to evaluate the progress of the Idaho MEP at serving the unique needs of migrant students.

Implementation

The State Department of Education implements the Service Delivery Plan through the Consolidated Federal and State Grant Application completed by LEAs each year, which includes the MPOs from the state Service Delivery Plan. In Idaho, one-third of LEAs have small migrant programs and receive minimal funding, therefore MPOs that are more appropriate to larger programs are optional for smaller programs. LEAs select which of the optional MPOs they will implement for the coming year. Required MPOs are pre-selected

for all LEAs. LEAs then briefly describe their plan for implementing each MPO selected in the grant application.

Evaluation
Idaho has a Migrant Student Information System, created by in-house developers. In this system, each LEA reports whether or not it has achieved the selected MPO from the submitted consolidated plan. They also report supporting information for each MPO. LEAs are required to submit this information in the fall so services delivered in the summer may be included. ISDE uses this data to evaluate the overall program success at meeting MPOs and for analyzing the Service Delivery Plan and data collection methods for needed revisions.

In addition, Idaho has a three-year cycle of monitoring that includes a site visit, interviews with parents, secondary students, teachers, the family liaison, administrators, the local migrant director and business manager. Monitoring occurs as a consolidated process with all federal programs represented. The migrant program also conducts informal monitoring of migrant summer school programs through site visits. Each LEA that offers a summer program is visited at least once every three years.

i. The full range of services that are available for migratory children from appropriate local, State, and Federal educational programs;

It is critical that migrant students in Idaho have equal access to all appropriate local State, and Federal programs in addition to supplemental MEP services designed to meet the Measurable Program Outcomes (MPOs) identified in the Service Delivery Plan (SDP).

In order to ensure that this takes place, the Idaho MEP has a two-pronged approach. First, ISDE MEP staff has provided, and continues to provide, intensive training and technical assistance to LEAs to ensure that they do not use migrant funds to provide services to migrant students that they would normally be eligible to receive, regardless of migrant status (supplanting). By ensuring that LEAs understand that migrant funds must be used after other programs provide services, we ensure that migrant students receive every service that they are entitled to under other programs, in addition to migrant services. Second, collaboration by migrant and other program staff at both a state and local level is a clear expectation shared with local migrant directors in training and is part of the ISDE monitoring process. State monitoring includes an indicator that requires proof that LEA migrant staff are in collaboration with other local, State and Federal educational programs, including Title I-A, III-A, McKinney-Vento and others. Indeed, many Idaho LEA migrant programs are small enough that the family liaison is the only migrant staff person. He or she often provides services through advocacy (support services) both within the school and in the community, ensuring that the children receive the services they need from school, health and other social services in the community (referred services). This collaboration ensures that migrant students' needs are addressed in schools by multiple programs.

Services provided to preschool-aged students are included in three MPOs in the category of School Readiness. Since Idaho does not have state-funded preschool, LEAs generally do not serve these students through local, State and other Federal programs. In Idaho, Migrant

funds may be used to pay fees for migrant students to attend developmental preschool programs as peer models, who would not otherwise be able to attend. Some LEAs with larger migrant populations provide preschool as a site-based migrant preschool. Other LEAs offer programs including home visits with materials and training provided to parents. Many LEAs offer preschool services through summer programming.

Out of School Youth (OSY)

Idaho uses materials developed by the Office of Migrant Education's Consortium Incentive Grant (CIG) "Solutions for Out of School Youth" (SOSY), including the OSY Profile adapted for Idaho. LEAs fill out this profile gathering data on the needs of the out of school youth and dropouts and provide referrals to other agencies, such as the High School Equivalency Program (HEP), agencies that can provide training opportunities, and social and health services to these youth. These profiles are submitted to the ISDE. In addition, the state provides MP3 players with intensive English curriculum for LEAs to use with out of school youth and dropouts who need help with learning English.

Drop-outs

Idaho's MEP strives for all migrant students to graduate. Our approach is to provide services and activities to keep students on track for graduation. For all migrant secondary students, including those who are at-risk for dropping out, we implement the services and activities mentioned above for out of school youth. In addition, ten of our Migrant-funded districts employee Migrant graduation specialists to prevent students from dropping out of school. Migrant graduation specialists have access to the Portable Assisted Support Sequence (PASS) courses for their students. They also connect students with local and state funded credit accrual and credit recovery opportunities. If a Migrant funded district does not have a migrant graduation specialist, the Migrant family liaison coordinates with the districts' counseling staff to ensure migrant students receive the necessary supports for academic success. Lastly, Idaho's State MEP hosts a Migrant Student Leadership Institute for migrant sophomores and juniors every July. Migrant students who are considered at-risk of dropping out are encouraged to apply for the Institute. The Institute is housed at Boise State University with a focus on college, career, and leadership skills. Services provided to secondary migrant students are focused at keeping students in school until they graduate.

If our efforts to keep students in school are unsuccessful, district migrant personnel attempt to contact the student to identify reasons for dropping out. Each situation is unique, thus assistance and support will vary with each student. At times, migrant staff are able to help students re-enroll in school. Other times, staff are able to help students by referring them to High School Equivalency (HEP) programs or other local GED programs, referrals to vocational training, and other health and social services if applicable. While dropouts are not mentioned specifically in all of Idaho's MPOs, all our strategies are geared towards preventing our migrant students from dropping out.

ii. Joint planning among local, State, and Federal educational programs serving migratory children, including language instruction educational programs under Title III, Part A;

The state models collaboration with joint planning of Title I-C and Title III. Title III, Title I-C, and State EL are part of one department at the ISDE. Starting fall of 2017-2018 the working group that collaborated on the recent Comprehensive Needs Assessment and Service Delivery Plan will continue as an advisory panel to the Idaho MEP. This group will be combined with the EL advisory panel as many of the members of each group work with overlapping populations. We will establish a method of rotating members over time and will include State and LEA federal programs staff, family liaisons, K-12 teachers, migrant preschool teachers, parents, and representatives from other agencies who work with migrant families, including the High School Equivalency program (HEP), College Assistance Migrant Program (CAMP) and Migrant Seasonal Head Start (MSHS). Other possible members include representatives from the Idaho Commission on Hispanic Affairs, Institutes of Higher Education, and the State Board of Education. This collaborative group will address concerns and provide advice to continue program development.

LEAs are trained to coordinate Title I-C with Title III in parent outreach, parent advisory councils (PACs), and afterschool programming. For example, LEAs are trained to include migrant program staff in planning and implementing of non-migrant programs to ensure that migrant students are a priority and that those programs meet migrant students' needs. Since many migrant families also use a language other than English in the home and have children who are designated as English learners, these families provide planning, implementing and evaluative feedback to LEAs for both programs.

iii. The integration of services available under Title I, Part C with services provided by those other programs; and

After identifying the needs of migrant students, migrant staff also assesses the availability of non-migrant programming to meet those needs and use migrant funds to provide supplemental programs that meet unmet needs. For example, Idaho does not provide state-funded preschool, so migrant LEAs have implemented a variety of preschool programs, including summer programs, to meet the school readiness needs of our migrant children. In cases where other programs offer services, the migrant programs in LEAs support migrant families by enhancing home school communication and by advocating for migrant students and families to participate in all other programs.

iv. Measurable program objectives and outcomes.

This section outlines how Idaho's Measurable Program Outcomes (MPOs) will produce statewide results through specific educational or educationally-related services. The MPOs will allow the Migrant Education Program (MEP) to determine whether, and to what degree, the program has met the unique educational needs of migrant children and youth as identified through the Comprehensive Needs Assessment (CNA). It should be noted that some MPOs are required of all project LEAs, while others are optional. This determination is

made by the ISDE staff in order to accommodate funded LEAs that serve very few students through mainly providing non-instructional support and referred services.

School Readiness

Measurable Program Outcomes (MPOs)	Key Strategies	LEA Options
1.1) By the end of program year 2017-2018, 80% of migrant parents attending parent involvement activities will report on a pre/post survey that they have an increased ability to support school readiness activities in the home.	1.1) Provide migrant parents with ideas, activities, and materials for use at home with their children to promote first language development and school readiness through site-based or home- based family literacy opportunities (e.g., language acquisition, packets with school supplies, books, and activities).	Required
1.2) By the end of program year 2017-2018, 90% of students attending at least 40 hours of migrant preschool will show a gain on a pre/post-test of school readiness skills.	1.2) Provide migrant funded site-based preschool services to migrant children ages 3- 5 (e.g., during the regular school day, as an evening program, or as part of a summer school program).	Optional
1.3) By the end of program year 2017-2018, 30% of all identified migrant-eligible preschool-aged children will be served.	1.3) Participate in the activities of the Preschool Initiative Consortium Incentive Grants (CIG) and share materials, strategies, and resources with migrant families.	Optional

English Language Arts Achievement

Measurable Program Outcomes (MPOs)	Key Strategies	LEA Options
2.1) By the end of program year 2017-2018, 80% of migrant K-2 students will receive resources to promote early literacy as measured by resource distribution logs.	2.1) Provide resources through migrant funds to promote early literacy (e.g., extended day kindergarten, backpacks and school supplies, family literacy nights and opportunities, individual libraries, migrant summer school expeditionary	Optional

Measurable Program Outcomes (MPOs)	Key Strategies	LEA Options
	opportunities, tutoring, after school programs).,	
2.2a) By the end of program year 2017-2018, 80% of migrant students who participate in an extended school service taught by qualified migrant staff will show gains of at least 20% or grade level proficiency on a pre/post assessment of grade-level ELA skills for students in grades 3-12. 2.2b) By the end of program year 2017-2018, 80% of migrant students who participate in an extended school service taught by qualified migrant staff will earn at least one secondary English credit for students in grades 7-12.	2.2 Use qualified staff to provide supplemental ELA extended school services aligned with state standards and proficiencies (e.g., summer school for ELA, IDLA-advancement, Plato, dual enrollment, community colleges, academies offered by Institutes of Higher Education (IHEs), Portable Assisted Study Sequence (PASS), after school tutoring, home-based instruction).	Optional
2.3) By the end of program year 2017-2018, 80% of teachers participating in migrant-sponsored ELA professional development will report on a survey that they successfully applied the research-based instructional strategies on supplemental literacy instruction.	2.3) Provide opportunities for migrant staff to attend LEA, regional, state, and/or national level ELA professional development (e.g., migrant funds are used to send staff to PD events).	Optional
2.4) By the end of program year 2017-2018, 80% of migrant parents attending parent involvement activities (one-on-one or in groups) will report on a pre/post survey that the resources they received have increased their ability to provide ELA academic support at home.	2.4) Provide ongoing (year-round) access and training on specific resources (e.g., school supplies, educational materials, books and multicultural literature) needed by migrant parents and students.	Required

Mathematics Achievement

Measurable Program Outcomes (MPOs)	Key Strategies	LEA Options
3.1) By the end of program year 2017-2018, 80% of migrant K-2 students will receive resources to promote early numeracy as measured by resource distribution logs.	3.1) Provide resources through migrant funds to promote early numeracy (e.g., extended day kindergarten, backpacks and school supplies, family math nights and opportunities, mathematics manipulatives, migrant summer school, expeditionary opportunities, tutoring, after school programs).	Optional
3.2a) By the end of program year 2017-2018, 80% of migrant students who participate in an extended school service taught by qualified migrant staff will show gains of at least 20% or grade level proficiency on a pre/post assessment of grade-level math skills for students in grades 3-12.	3.2) Use qualified staff to provide supplemental math extended school services aligned with state standards and proficiencies (e.g., summer school for math, IDLA-advancement, Plato, dual enrollment, community colleges, Idaho National Lab, math camps, academies offered by IHEs).	Optional
3.2a) By the end of program year 2017-2018, 80% of migrant students who participate in an extended school service taught by qualified migrant staff will earn at least one secondary math credit for students in grades 7-12.		Optional
3.3) By the end of program year 2017-2018, 80% of migrant staff participating in migrant-sponsored math professional development will report on a survey that they successfully applied the research-based instructional strategies during supplemental math instruction.	3.3) Provide opportunities for migrant staff to attend LEA, regional, state, or national level math professional development (e.g., migrant funds are used to send staff to PD events).	Optional
3.4) By the end of program year 2017-2018, 80% of migrant parents attending parent involvement activities will report on a pre/post	3.4.a) Identify organizations, experts, and resources to provide family math engagement opportunities and share	Required

Measurable Program Outcomes (MPOs)	Key Strategies	LEA Options
survey that they have an increased ability to support math education at home.	information with parents (e.g., Parent Math Night, manipulatives, guest speakers, community and job outings focused on math in their world). 3.4.b) Provide opportunities for migrant parents to attend local, regional, state, and national math family engagement events and activities.	

High School Graduation and Dropout Prevention

Measurable Program Outcomes (MPOs)	Key Strategies	LEA Options
4.1) By the end of 2019-2020 program year, the migrants' graduation rate will increase by 3%.	4.1a) Develop and implement a student monitoring system to follow migrant secondary students' progress toward grade promotion and graduation. 4.1b) Implement an individual plan for any migrant secondary student, who is at-risk for dropping out as demonstrated by lost credits. 4.1c) Provide a secondary migrant graduation specialist or other migrant staff to support migrant students towards grade promotion and graduation for 7th – 12th grades.	Optional
4.2) By the end of the program year 2017-2018, the percentage of secondary migrant students receiving an instructional and/or support service will increase by 20% (or 80% served overall if already serving most of their students).	4.2.a) Provide instructional services during the school day, before or after school, or during summer school for credit accrual for secondary migrant students (e.g., tutoring, study skills elective classes, PASS, credit recovery classes, internships).	Required

Measurable Program Outcomes (MPOs)	Key Strategies	LEA Options
	4.2.b) Provide support services (e.g., supplemental supplies and fees, advocacy etc.).	
4.3) By the end of program year 2017-2018, 80% of migrant students or parents participating, will report on a pre/post survey that the information gained was useful in promoting the goal of high school graduation and/or college and career readiness.	4.4) Provide parents and students with information and supportive events related to high school graduation and/or college and career readiness at a minimum of twice per year (e.g., Migrant Summer Leadership Institute, college visits, presentations at Parent Advisory Committee (PAC) meetings, College Assistance Migrant Program (CAMP) collaborations, leadership institutes, career fairs/speakers, Career Information System (CIS) software training).	Required
4.4) By the end of the program year 2019-2020, 90% of migrant dropouts who can be located will receive educational, support, or referral services.	4.4a) Make every effort to contact every student who has not enrolled in school as expected (e.g. multiple attempts using all available resources, such as school records, MSIX Missed Enrollment Report, MSIS Discrepancy Report, etc.). 4.4b) For any student who has dropped out of school in grades 7-12, conduct an exit interview with the student and the parents to determine and alleviate barriers to re-enrollment. 4.4c) Providing educational counseling support services to	Required

Measurable Program Outcomes (MPOs)	Key Strategies	LEA Options
	provide students with multiple options for continuing their education (e.g. alternative schools, online opportunities, GED programs, job-training programs).	

Non-instructional Support Services

Measurable Program Outcomes (MPOs)	Key Strategies	LEA Options
5.1) By the end of program year 2017-2018, 80% of migrant staff participating will report an increase in student engagement based on staff surveys.	5.1) Provide professional development (PD) on migratory lifestyle and unique needs of migrant students (e.g., program and cultural awareness presentation, field or home visits for teachers and administrators, training on mobility /academic/social gaps).	Required
5.2) By the end of program year 2017-2018, 80% of migrant parents participating will report an increase in student engagement based on parent surveys.	5.2) Provide workshops, meetings, and resources to parents and the community on ways to support and involve migrant students (e.g., extra-curricular activities, parenting classes, parent literacy workshops, instructional home visits).	Required
5.3) By the end of program year 2017-2018, at least two local partnerships and/or agreements among the school LEA and community healthcare providers and public health agencies will be established to provide health services to migrant families.	5.3) Establish partnerships and/or agreements among the school LEA and community healthcare providers (such as Lions Club and the regional health district) and public health agencies to provide health services to migrant families, such as Memoranda of Understanding.	Required

Measurable Program Outcomes (MPOs)	Key Strategies	LEA Options
5.4) By the end of program year 2017-2018, 80% of migrant parents participating in parent involvement activities will report on a pre/post survey that they have an increased understanding of how to access community health services.	5.4) Provide information on, and referrals to, individualized health advocacy services to benefit migrant families needing health services (e.g., glasses, dental, immunizations).	Required

Promote Coordination of Services (*ESEA section 1304(b)(3)*): Describe how the State will use Title I, Part C funds received under this part to promote interstate and intrastate coordination of services for migratory children, including how the State will provide for educational continuity through the timely transfer of pertinent school records, including information on health, when children move from one school to another, whether or not such move occurs during the regular school year.

ISDE continues to participate in the Migrant Student Information Exchange (MSIX) Data Quality Initiative. Idaho ensures that accurate and complete records are being uploaded to MSIX in order to give liaisons access to up-to-date information on students' academic risk and progress. Further, training has been provided and will continue to be provided in using MSIX information to better serve migrant students. LEAs also receive training in accessing data from Idaho's Migrant Student Information System (MSIS), which provides extensive information on Idaho migrant students, facilitating intrastate transfer of records.

Table 12: Migrant Student Information Exchange agreements

Intrastate Coordination and Records Transfer	Interstate Coordination and Records Transfer
• Idaho's MSIS includes individual immunization records with dates and health alerts • MSIS includes historical information on all Idaho assessments including the Idaho Reading Indicator, Idaho Standards Achievement Tests of English language arts and math and English language proficiency assessment (ACCESS) • MSIX Consolidated Records includes course history	• MSIX Consolidated Records report for assessments, course history, and move history • MSIX for Move Notifications • MSIX for Data Requests

As part of its consolidated plan, each LEA must complete the following question: "Describe the LEA's coordination efforts with other agencies, including the timely transfer of student

records." As part of this question, LEAs must describe "How does the LEA ensure that students who move are served right away in their new LEA (i.e., MSIX, phone calls)?" Acceptable responses must include both MSIX notifications and direct communications with receiving LEAs.

In the event that an MSIX Data Request is received at a time of year when the family liaison and regional ID&R coordinator are not available (school breaks), the request will escalate to the Idaho MEP and data will be provided directly to the requestor by state migrant staff.

Idaho's MEP promotes intrastate and interstate coordination by participating in the following:

- ISDE collaborates with the Community Council of Idaho, Idaho's Migrant Seasonal Head Start provider to create a Memorandum of Understanding completed by LEAs with the local Head Start every two years to promote recruiting and services provided to preschool students.
- ISDE MEP staff and many LEA staff participate in the National Association of State Directors of Migrant Education (NASDME) conference annually.
- ISDE MEP Director attends NASDME General Membership meetings to collaborate with other State MEP Directors.
- ISDE MEP Director and staff attend Migrant Annual Director's Meeting (ADM) to learn and collaborate from Office of Migrant Education (OME) and other State MEP Directors.
- The state provides statewide Parent Advisory Council (PAC) meetings six times per year in the fall and spring in three locations across the state.
- Idaho's MEP director is the northwest regional representative to the Collaboration Work Group (CWG) with the Office of Migrant Education. Although new to this role, she will share information from the CWG with MEP Directors in the northwest region and serve as an advocate for the needs of these states.
- The Idaho MEP provides training/collaboration meetings to migrant directors across the state three times per year.
- The ISDE organizes a biannual Federal Programs Conference that provides information, training, and opportunities for collaboration among LEA and ISDE staff regarding all federal programs and special education.
- The state participates in the Bi-National program and contracts with an experienced person to administer the program. LEAs use the Mexican Transfer Document to ensure that students leaving the United States to Mexico will be able to register their students in school.

i. **Use of Funds** (ESEA section 1304(b)(4)): Describe the State's priorities for the use of Title I, Part C funds, and how such priorities relate to the State's assessment of needs for services in the State.
Title I, Part C Funds are used to implement the strategies identified in our service delivery plan in order to meet the Measureable Performance Outcomes. Funding is also used to support parent advisory councils and other parent involvement activities at both the state and local level. Finally, funds are used for statewide efforts in identification and recruitment

of migrant children and youth.

The State's Comprehensive Needs Assessment completed in 2016-2017 defines concerns and proposed solutions. The Service Delivery Plan responded to the concerns and incorporated proposed solutions to create appropriate strategies and Measurable Performance Outcomes.

f. **Title I, Part D: Prevention and Intervention Programs for Children and Youth who are Neglected, Delinquent, or At-Risk**

1. **Transitions Between Correctional Facilities and Local Programs** *(ESEA section 1414(a)(1)(B)):* Provide a plan for assisting in the transition of children and youth between correctional facilities and locally operated programs.

Transitional services to support students transitioning from the LEA to the correctional facility enables students to continue their education. Transitional services to support the transition of students from correctional facilities to LEAs ensure a planned and smooth transition for students returning to school.

Participating schools coordinate with facilities working with delinquent children and youth to ensure that each student is participating in an education program comparable to the one operating in the student's school. Schools make every effort to ensure the correctional facility working with students are aware of a student's existing individualized education program.

Procedures based on the needs of the student, including the transfer of credits that such student earns during placement; and opportunities for such students to participate in credit-bearing coursework while in secondary school, postsecondary education, or career and technical education programming for each of the two types of programs Title I-D Subpart 1 and 2 are outlined below. The state will place a priority for such children to attain a regular high school diploma, to the extent feasible. The ISDE has established the following procedures to ensure the timely re-enrollment of each student who has been placed in the juvenile justice system in secondary school or in a re-entry program

Idaho has two state agency programs under Title I, Part D Subpart 1. The Idaho Adult Correctional Program and the Idaho Juvenile Correctional Program and both are required to annually identify in Idaho's yearly application (Consolidated Federal and State Grant Application, or CFSGA) transition activities that take place at their respective programs and meet the 15 to 30 percent reservation of funds for re-entry or transition services as required by law. Both programs are required to provide a detailed explanation on how the facility will coordinate with counselors, school districts, and/or postsecondary educational institutions or vocational/technical training programs in assisting students' transition.

Under Title I, Part D Subpart 2 Idaho has twenty-four local programs, serving either neglected or delinquent students. Subpart 2 programs are required to provide transitional services (although no specific funding percentage like is described in Subpart 1 programs is required since it is not outlined in the law) to assist students in returning to locally operated schools and to promote positive academic and vocational outcomes for youth who are neglected and/or delinquent. These Subpart 2 programs are also required to annually identify in Idaho's CFSGA their transition services.

In the fall of 2017, ISDE will add information on best practices and tools on the state web site for youth returning from correctional facilities or institutions for neglected or delinquent children and youth. The tools and professional development for facilities to

implement a support system to ensure their continued education and the involvement of their families and communities will be conducted and completed by April 2018.

A new coordinator for the Neglected, Delinquent, and At-Risk program was hired January 16, 2018 and is in the process of reviewing transitional plans for facilities participating in Subpart 1 and Subpart 2 to determine the effectiveness of these plans and provide resources and tools on the ISDE website and onsite- training.

Upon a student's entry into the Neglected, Delinquent or At-Risk facility, the staff will work with the youth's family members and the local educational agency that most recently provided services to the student (if applicable). This process will include ensuring that the relevant and appropriate academic records and plans regarding the continuation of educational services for such child or youth are shared jointly between the facility and LEA in order to facilitate the transition of such children and youth between the LEA and the correctional facility. The facility will consult with the LEA for a period jointly determined necessary by the facility and LEA upon discharge from that facility, to coordinate educational services so as to minimize disruption to the child's or youth's achievement.

2. **Program Objectives and Outcomes** *(ESEA section 1414(a)(2)(A)):* Describe the program objectives and outcomes established by the State that will be used to assess the effectiveness of the Title I, Part D program in improving the academic, career, and technical skills of children in the program.

   Objective 1: Title I, Part D programs will provide for individualization of instructional experience beginning with an intake process that includes an identification of each student's academic strengths and weaknesses in reading and math. Outcome: Each Title I, Part D program will provide educational services for children and youth who are neglected or delinquent to ensure that they have the opportunity to meet challenging State academic content and achievement standards.

   Objective 2: Title I, Part D programs will ensure that all neglected and delinquent students accrue school credits that meet state requirements for grade promotion and secondary school graduation. Outcome: Each Title I, Part D program will pre and post-test each student using a standards-based test to determine academic growth during the student's placement in the academic program.

   Objective 3: Title I, Part D programs will ensure that all neglected and delinquent students have the opportunity to transition to a regular community school or other education program operated by an LEA, complete secondary school (or secondary school equivalency requirements), and/or obtain employment after leaving the facility. Outcome: Title I, Part D programs will annually report on the types of transitional services and the number of students that have transitioned from the facilities to the regular community schools or other education programs, completed secondary school (or secondary school equivalency requirements), and/or obtained employment after leaving the facility.

Objective 4: Title I, Part D programs will ensure (when applicable) that neglected and delinquent students have the opportunity to participate in postsecondary education and job training programs. Outcome: Title I, Part D programs will annually report on the number of neglected and delinquent students who were given the opportunity to participate in postsecondary education and job training programs.

g. **Title II, Part A: Supporting Effective Instruction**

1. **Use of Funds** *(ESEA section 2101(d)(2)(A) and (D))*: Describe how the State educational agency will use Title II, Part A funds received under Title II, Part A for State-level activities described in section 2101(c), including how the activities are expected to improve student achievement.

State Level Activities – Administrators and Libraries

Idaho Principal Mentoring Project: According to the 2012 Rand Corporation (Burkauser, et. al, 2012) study on first year principals, "improving the principal placement process to ensure that individuals are truly ready for and supported in their new roles could have important implications for student achievement—particularly in low-performing schools." The Idaho Principal Mentoring Project seeks to provide this support with the ultimate goal of principal retention and increased student achievement.

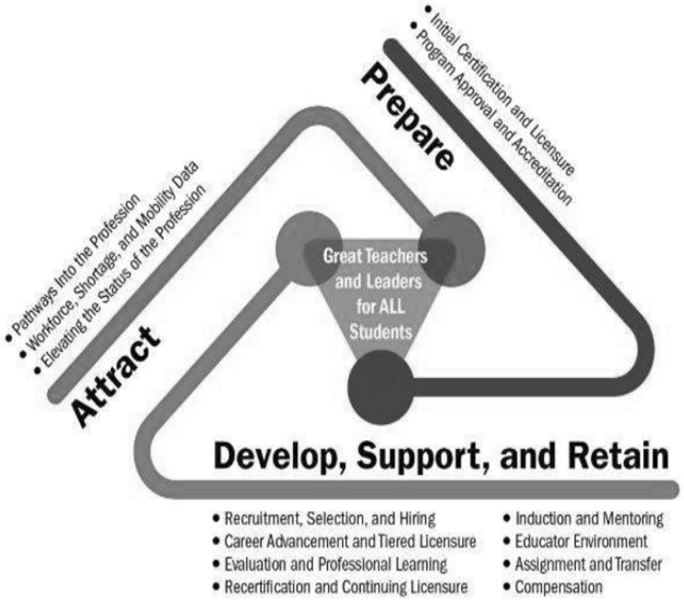
Title II-A funds are used to implement the Idaho Principal Mentoring Project (`), which was a new program in 2016-2017 and designed for early career principals. See section A(4)(viii)(e) of the plan for a complete description of the IMPM. The project provides another level of support to those entering a leadership position. While participation has been voluntary, new principals serving in schools identified for comprehensive support and improvement will be required to take advantage of the program. In 2016-17, 20 principals participated, and approximately 30 principals will participate in 2017-18.

Whereas the Idaho Building Capacity (IBC) project (see section A(4)(viii)(e) of this plan) is designed to build local capacity at a systems level, IPMP is designed to provide one-on-one mentoring to new leaders. The mentors are highly distinguished principals or superintendents, selected and trained by the state to mentor new school leaders. A needs assessment administered to mentees and principal mentors determines the assignment of principal mentors to mentees based on need and experience. Mentors coach new leaders through the tasks of improvement with regular structured virtual or in-person check-ins. Each mentor/mentee team creates a customized mentoring plan that focuses on developing the skills and dispositions in four critical areas of school level leadership: interpersonal and facilitation techniques, teacher observation and feedback, effective school-level and classroom-level practices, and the use of data to improve instruction. The program has two main objectives: to increase the rate of effectiveness of new administrators and to decrease turnover among rural and struggling schools.

Support for School Libraries: Title II-A funds are used to partner with the Idaho Commission for Libraries to expand the annual Idaho School Libraries professional development. In schools where full-time school librarians are properly trained and supported, students achieve at significantly higher levels than students in schools with no full-time librarian (see: School Libraries Work! A Compendium of Research Supporting the Effectiveness of School Libraries). Title II-A funds will ensure more librarians are able to benefit from this valuable training, and more students will have access to a trained school librarian.

State Level Activities – Educators

The Idaho State Board of Education established an Educator Pipeline Work Group in 2016 to explore teacher pipeline issues across the state. Some of the early recommendations are aligned to allowable Title II-A projects. The Talent Development Systems graphic below, produced by American Institutes for Research (AIR), illustrates a three-pronged approach to addressing teacher shortages that guides Idaho's work.



In order to address teacher retention the Work Group first recommends increased professional development opportunities and support for teachers across the continuum, including induction programs, evaluation feedback for the purpose of professional growth and learning, and teacher leadership pathways. The following state level activities are aligned with these goals:

Continued Support for the Idaho Instructional Framework: Title II-A funds are used to support training and deepen understanding of Idaho's Instructional Framework through in-person workshops delivered around the state. A new approach under the flexibility of ESSA will be to deliver more of this training directly to LEAs in rural parts of the state. Workshops may include but not be limited to the following:

- Advanced Instructional Coaching Using the Framework for Teaching
- Calibration and Collaborative Self-Assessment of Observation Skills
- Data Literacy Using Assessment in Instruction
- Designing a Quality Teacher Evaluation Model
- Engagement for Student Learning
- Exploring Domains 1 and 4 of the Framework for Teaching
- Introduction to the Framework for Teaching and Deeper Understanding
- Instructional Coaching Using the Framework for Teaching
- Instructional Rounds
- Learning-Focused Conversations
- Mentoring Using the Framework for Teaching

- Observation Skills Using the Framework for Teaching
- Special Education: Introduction to the Framework for Teaching
- Special Education: Observation Skills Using the Framework for Teaching
- State of Idaho Framework Facilitators, Level 1
- Talk About Teaching: Clustering the Components

Facilitated conversations around the state's instructional framework – dialogue among teachers, instructional coaches, mentors, peer coaches, consulting teachers, preservice teachers, cooperating teachers, administrators, higher education faculty, teacher leaders, superintendents, and other district leaders – creates opportunities for deeper collaboration in and across the education system, impacting teacher growth and ultimately student achievement.

Mentoring and Coaching: In 2013 the Governor's Task Force for Improving Education made 21 Recommendations creating a strategic plan for education systems across the state. One of these recommendations was that each district develop a mentoring and induction program for the support of new teachers based on the Idaho Mentor Program Standards. Recommendations put forth in 2017 from the Educator Pipeline Work Group echoed the call, and outlined an even greater need since moving to a certification system in which new teachers have three years to move from Residency to Professional status.

Comprehensive induction and mentoring programs have been associated with first-year teachers showing student performance gains equivalent to those of fourth-year teachers who did not have this support (Strong, 2006). Though Title II-A funds alone will not be sufficient to establish robust mentoring and induction programs statewide, ISDE and the State Board of Education will investigate how we may use Title II-A funds to support and expand upon the foundation that is in place with the goal of increased student learning. See Appendix D for additional research supporting a focus on educator mentoring.

An AIR policy brief published in May 2014 (Potemski & Matlach, 2014) noted that effective state induction policies include program standards to establish consistent expectations for mentoring and induction activities across the state. In 2009 the State Board of Education, in conjunction with ISDE, established and published such standards. Using these standards to provide a vision and guidelines for local planners to use in the design and implementation of a high-quality mentoring program for beginning teachers, the state hopes to increase the number of effective induction programs in every region of Idaho. Partnering with higher education institutions, Title II-A funds would allow university partners to facilitate induction support for new teachers in high need LEAs across the state of Idaho. Faculty from higher education institutions in Idaho (public and private, four-year and two-year) are interested in the performance of their graduates in their early years of teaching. Investigating new teacher performance serves two main goals: continuous improvement for educator preparation programs and the identification of key supports for new teachers in terms of induction communities, practice, strategies, and outcomes. This project would study how the structures of one induction program in identified high need LEAs influences teacher performance and PK-12 student learning to inform future programs.

Additionally, the state strongly encourages and supports LEAs using Title II-A funds to recruit and train mentors within those LEAs identified for comprehensive and targeted support.

LEA Optional Use of Funds Aligned with State Level Activities
The uses of funds described below are not required of LEAs but are encouraged as we work to attract and certify more teachers for Idaho's classrooms. The Educator Pipeline Work Group has supported the development of alternative paths to certification that will not sacrificing rigor.

Grow Your Own: Idaho is experiencing teacher shortages in various content areas and geographic areas, and especially in rural parts of the state. To ensure that LEAs with schools identified for comprehensive and targeted support are fully staffed by effective educators, ISDE encourages LEAs use of Title II-A funds to embrace Grow Your Own programs. LEAs can actively recruit current classified staff (paraprofessionals) into the teaching profession, using Title II-A funds to support them in their attainment of full certification. In addition, the state recognizes the need for more teachers and leaders of color, and is committed to increasing the number of American Indian and Hispanic/Latino teachers and recommends that LEAs support the full certification of teachers of color through available routes.

Idaho currently provides financial support for concurrent high school and college credit but, at present, no courses are offered that fulfill requirements for an education degree. While Idaho explores increasing the opportunities for high school students in this area, ISDE is investigating scholarship opportunities for high school students who commit to teaching in high-need areas for a designated amount of time.

Partnership Supports
Idaho Division of Career and Technical Education (ICTE) offers a program to recruit and retain career and technical education (CTE) teachers who have qualified for endorsements in a CTE area based on their professional work experience. These occupational teaching certifications begin as a Limited Occupational Specialist (LOS), then after completion of coursework and/or teacher training, advance to a Standard Occupational Specialist, and finally to an Advanced Occupational Specialist. The LOS certification is a three-year interim certificate, and during that time, ICTE provides statewide and regional training for the LOS teachers through the Inspire Cohort. The goal of the Inspire Cohort program is to not only recruit and train new occupationally endorsed teachers but also to assimilate them into the teaching profession with connections to other LOS colleagues and a fully supported first-year experience and beyond. Inspire faculty, personal mentors, and state-level program managers provide the foundation for these new teachers at no out-of-pocket expense to the teacher. Oversight of the Inspire Cohort is maintained by ICTE, thus ensuring consistent training and mentoring, with a goal to produce a greater impact on student achievement sooner in their teaching careers. The Inspire Cohort is open to all LOS teachers employed in a CTE program and is funded with state funds for the purpose of encouraging completion of the program.

2. **Use of Funds to Improve Equitable Access to Teachers in Title I, Part A Schools** *(ESEA section 2101(d)(2)(E))*: If an SEA plans to use Title II, Part A funds to improve equitable access to effective teachers, consistent with ESEA section 1111(g)(1)(B), describe how such

funds will be used for this purpose.

Idaho does plan to use some Title II-A funds to improve equitable access to effective teachers, as described above. Idaho will target Title II-A funds to schools in comprehensive support and improvement through the IPMP, in addition to the Title I-A funds used for the Idaho Superintendents Network and Idaho Principals Network (as described in section A(4)(viii)(e) of this plan). Title II-A funds will also be used to train teachers in Idaho's instructional framework and address educator mentoring. These strategies will help to ensure that all students have access to effective teachers.

ISDE created a cross-agency workgroup in 2015 to study the equitable distribution of educators across the state. ISDE worked with REL Northwest to analyze educator preparedness (inexperienced), content knowledge (teaching outside of field), and need (grade spans or content area). While the data analysis did not point to disparities in terms of the distribution of personnel who are working with low-income or minority students, it did identify a shortage of personnel across all areas, including areas not previously identified. The findings became part of Idaho's Equity Plan submitted to the U.S. Department of Education on June 1, 2015, and they sparked a statewide effort to study recruitment and retention.

ISDE again partnered with REL Northwest to conduct surveys and interviews of a sampling of Idaho LEAs. The process was completed in June 2016. The salient challenge reported by the superintendents interviewed was recruitment and retention of staff. Many of the superintendents are taking short-term measures (e.g., Teach for America, Idaho Digital Learning Academy for secondary coursework, multi-grade classrooms) to meet their needs but expressed concern that the issue was larger than any one LEA could tackle. One superintendent remarked, "*We are one teacher away from losing several programs.*" LEAs expressed concern that the issue was not limited to teachers, but also affected administrative personnel.

Table 13: Proposed programs for supporting educators

Timeline: July 2017 to September 2022

Strategy	Funding sources
Idaho Building Capacity Network	Title I: School improvement
Idaho Superintendents Network	Title I: School improvement
Idaho Principals Network	Title I: School improvement
Idaho Principal Mentoring Project	Title II-A
Mentoring and Coaching	Title II-A
School Libraries	Title II-A
Instructional Framework	Title II-A

3. **System of Certification and Licensing** *(ESEA section 2101(d)(2)(B))*: Describe the State's system of certification and licensing of teachers, principals, or other school leaders.

Educator certification in the state of Idaho is clearly defined within Idaho Administrative Code (IDAPA). This code puts forth rigorous expectations for teachers, pupil personnel, principals, directors of special education, and superintendents who are prepared by both Idaho and out-of-state institutions of higher education. IDAPA ensures that educators are prepared not only with the necessary knowledge gained through course work, but through clinical field experiences as well. Alternative routes to certification are also clearly defined and available to those who wish to enter the education profession through non-traditional means. IDAPA specifically outlines alternative routes to ensure all educators within Idaho, regardless of certification route, are prepared to the fullest extent. In addition, twenty percent (20%) of Standards for Initial Certification of Professional School Personnel are reviewed annually by the Idaho Professional Standards Commission in an effort to continuously maintain rigor and improve upon current practice. Specifics within IDAPA detailing specific requirements for educator certification are described in the following paragraphs:

A Standard Instructional Certificate requires: A minimum of 20 semester credit hours, or 30 quarter credit hours, in the philosophical, psychological, and methodological foundations, instructional technology, and in the professional subject matter which shall include at least three semester credit hours or four quarter credit hours in reading and its application to the content area. [IDAPA 08.02.02.015.01.a.i] The certificate must include an endorsement area as well. Some endorsement requirements are as follows:

An All Subjects Endorsement requires: Twenty (20) semester credit hours, or 30 quarter credit hours, in the philosophical, psychological, and methodological foundations, instructional technology, and professional subject matter must be in elementary education including at least 6 semester credit hours, or 9 quarter credit hours, in developmental reading. This endorsement must be accompanied by at a minimum of one additional subject area endorsement allowing teaching of that subject through grade nine or kindergarten through grade 12. [IDAPA 08.02.02.022.03]

A Blended Early Childhood/Early Childhood Special Education Endorsement requires: A minimum of 30 semester credit hours, or 45 quarter credit hours, in the philosophical, psychological, and methodological foundations, in instructional technology, and in the professional subject matter of early childhood and early childhood-special education. The professional subject matter shall include course work specific to the child from birth through grade three in the areas of child development and learning; curriculum development and implementation; family and community relationships; assessment and evaluation; professionalism; and application of technologies. [IDAPA 08.02.02.022.07]

An Exceptional Child Generalist Endorsement requires: Thirty (30) semester credit hours in special education, or closely related areas, as part of an approved special education program. [IDAPA 08.02.02.023.07]

A Secondary Content Area Endorsement requires: Preparation in at least two fields of teaching. One of the teaching fields must consist of at least 30 semester credit hours, or 45 quarter credit hours and a second field of teaching consisting of at least 20 semester credit hours, or 30 quarter credit hours. Preparation of not less than 45 semester credit hours, or 67 quarter credit hours, in a single subject area may be used in lieu of the two teaching field requirements. [IDAPA 08.02.02.015.01.c]

Clinical Requirements Idaho Administrative Code articulates clinical requirements for teacher candidates. There are no specific state requirements with regard to preservice teaching experience in diverse settings or with special student populations. For the Standard Instructional Certificate, which includes all instructional endorsements, at least six semester credit hours, or nine quarter credit hours, of student teaching in the grade range and subject areas as applicable to the endorsement are required. [IDAPA 08.02.02.015.01.a.ii]

Administrator Certification requires at least 30 semester credit hours, or 45 quarter credit hours of graduate study in school administration based on the specific administrator area (school principal, director of special education, or superintendent). The program must include the competencies of the Idaho Foundation Standards for School Administrators. [IDAPA 08.02.02.015.03]

Alternative Routes to Certification When a professional position cannot be filled by an LEA with someone who has the correct endorsement/certification, the LEA may request an alternative authorization for certification. An alternative authorization is valid for one year, and may be renewed for two additional years. Prior to application, a candidate must hold a Bachelor's degree. The LEA must provide supportive information attesting to the ability of the candidate to fill the position. [IDAPA 08.02.02.042]

Alternative Authorization – Teacher to New Certification/Endorsement Candidates will work toward completion of the alternative route preparation program in conjunction with the employing LEA and the participating educator preparation program (college/university or non-traditional route). Candidates must complete a minimum of nine semester credits annually or make adequate progress to be eligible for extension of up to a total of three years. The participating educator preparation program shall provide procedures to assess and credit equivalent knowledge, dispositions, and relevant life/work experiences. Additionally, the alternative authorization allows teachers to use the National Board Certification process to gain an endorsement in a corresponding subject area or by obtaining a graduate degree in a content specific area.

Two pathways are also available to some teachers, depending upon endorsement(s) already held.

- Pathway 1 - Endorsements may be added through state-approved testing and a mentoring component. The appropriate test must be successfully completed within the first year of certification in an area closely compatible with an endorsement for which the candidate already qualifies and is experienced. This pathway requires the successful completion of a one-year state-approved mentoring component.

- Pathway 2 – Endorsements may be added through state-approved testing in an area less closely compatible with an endorsement for which the candidate already qualifies and is experienced. The appropriate test must be successfully completed within the first year of the certification along with the successful completion of a robust one-year state-approved mentoring component. [IDAPA 08.02.02.042.01]

Alternative Authorization – Content Specialist The purpose of this alternative authorization is to offer an expedited route to certification for individuals who are highly and uniquely qualified in a subject area to teach in an LEA with an identified need for teachers in that area. Alternative authorization in this area is valid for one year and renewable for up to two additional years. Prior to application, a candidate must hold a bachelor's degree. The candidate shall meet enrollment qualifications of the alternative route preparation program. A consortium comprised of a designee from the educator preparation program, a representative from the LEA, and the candidate shall determine preparation needed to meet the Idaho Standards for Initial Certification of Professional School Personnel. This preparation must include mentoring and a minimum of one classroom observation per month until certified. [IDAPA 08.02.02.042.02]

Alternative Authorization – CTE Occupational Specialist The purpose of the occupational specialist certification is to permit individuals with several years of experience and often industry certification in a CTE-related occupation to teach secondary and postsecondary CTE students. These occupational teaching certifications begin as a Limited Occupational Specialist (LOS) for individuals with 6,000 to 16,000 hours of full-time, recent, successful, and gainful employment. After completion of coursework and/or teacher training at each level, teachers advance to a Standard Occupational Specialist, and finally to an Advanced Occupational Specialist. All occupationally certified teachers must meet the Idaho Standards for Initial Certification of Professional School Personnel. [IDAPA 08.02.036]

Content Knowledge, Pedagogy, and Performance As per IDAPA 08.02.02.018, all certification and endorsement areas require the candidate to demonstrate content knowledge, pedagogy, and performance. The state approved assessment for demonstration of content knowledge is the Praxis II assessment. Candidates must have a passing score on the Praxis II assessment for the content area they are seeking certification and endorsement.

Teacher Standards All Idaho teacher preparation programs are guided by the *Idaho Core Teacher Standards* (see Table 14 below). These standards provide guidelines for what all Idaho teachers must know and be able to do.

Foundation and Enhancement Standards Foundation and Enhancement Standards refer to additional knowledge and performances a teacher must know in order to teach a certain content area. The Foundation and Enhancement Standards, therefore, further "enhance" the standard. In this way, the Idaho Core Teacher Standards, Foundation Standards and Enhancement Standards are "layered" to describe what a teacher in the content area must know and be able to do in order to be recommended to the state for initial certification.

Pupil Personnel and Administrator Certification Standards There are several certification standards for pupil personnel professionals and school administrators that are also addressed through the Idaho teacher certification processes. These include School Administrators, School Counselors, School Nurses, School Psychologists, School Social Workers: Because of the unique role of these professionals, their standards are independent of the Idaho Core Teaching Standards but are still written in the same performance-based format: Knowledge and Performances.

Table 14: Idaho Content Teaching Standards

The Learner and Learning

Standard number and title	Standard description
Standard 1: Learner Development.	The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.
Standard 2: Learning Differences.	The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.
Standard 3: Learning Environments.	The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.

Content Knowledge

Standard number and title	Standard description
Standard 4: Content Knowledge.	The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.
Standard 5: Application of Content	The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.

Instructional Practice

Standard number and title	Standard description
Standard 6: Assessment.	The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.
Standard 7: Planning for Instruction	The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.
Standard 8: Instructional Strategies.	The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.

Professional Responsibility

Standard number and title	Standard description
Standard 9: Professional Learning and Ethical Practice.	The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.
Standard 10: Leadership and Collaboration.	The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.

Current Work Regarding Certification of Educators

The Professional Standards Commission (PSC) annually reviews 20 percent of the preparation standards to align with national standards and best practices. This process allows Idaho to keep up to date with standards and best practices. In addition, the Office of the State Board of Education has convened a Teacher Certification Workgroup to look at the current certification requirements. The purpose of the workgroup is to maintain high standards to assure that all students have access to highly effective, learner-ready teachers and other LEA staff to ensure academic achievement for all students. The identified areas of focus for the workgroup are:

- Bring current certification practices in alignment with Idaho statute and administrative code.
- In those areas where current practice is best practice, amend administrative code to align with practice.
- Areas where current practice is not aligned with state law:
  - Individuals teaching outside of grade ranges authorized by certificate (certificate limits the grade level range individuals can teach, regardless of the endorsement)
  - Active certificates with attached endorsements that are not authorized in IDAPA
  - Positions reported as pupil service staff for which no corresponding endorsement exists
- Review alternate routes to certification to determine whether Idaho's existing routes offer adequate flexibility for aspiring educators while also assuring qualified individuals capable of advancing student learning are in the classroom.
- Review the mechanism for individuals with specialized skills, or from industry, to teach one or two classes.

In addition, the State Board of Education's Teacher Pipeline Workgroup will make recommendations which may include rule or statute changes to remove barriers for effective teachers to enter and stay in Idaho's classrooms.

4. **Improving Skills of Educators** *(ESEA section 2101(d)(2)(J))*: Describe how the SEA will improve the skills of teachers, principals, or other school leaders in order to enable them to identify students with specific learning needs, particularly students with disabilities, English learners, students who are gifted and talented, and students with low literacy levels, and provide instruction based on the needs of such students.

   Idaho addresses the identification of high need students through a variety of supports.

   The Special Education Department in partnership with the Special Education Support and Technical Assistance team, provides professional development to teachers and administrators in meeting the needs of students with disabilities. This professional development includes identifying and qualifying students for services under the Individuals with Disabilities in Education Act (IDEA).

   Idaho has standardized procedures for identifying English (EL) students. Idaho recognizes that all educators are responsible for the language development and academic success of ELs, therefore, the ISDE Title III Department, provides professional development support for all educators in the area of language development through content instruction. Additional information is available at http://www.sde.idaho.gov/el-migrant/el/index.html.

   Idaho law requires LEA's to identify and serve gifted students. The state provides funds to support the professional development in the area of identification. The funds also support services provided to students once identified. Under IDAPA 08.02.03.999, districts are required to write a three-year plan for each student identified as gifted and talented in the areas of academics, visual/performing arts, creativity, and leadership. Teachers of these students receive annual training through the Edufest summer conference featuring nationally recognized experts in the field of gifted and talented education. Additional

information is available at http://www.sde.idaho.gov/academic/gifted-talented.

Commissioned in December 2012 by Governor C.L. "Butch" Otter, the Task Force for Education recognized reading proficiency is a major benchmark in a student's education and that students must learn to read before they can read to learn content in other subject areas. The task force was assembled to study and collaborate on how Idaho's education system could better prepare its children for success. One focus of the Task Force was the recommendation that students demonstrate mastery of literacy before moving on to significant content learning. The task force also recommended a better tool for identifying students with low literacy levels.

To support these recommendations, the legislature has appropriated more than $11 million dollars to support research based intervention strategies to improve outcomes for students. Funds can be used in a variety ways, including professional development for educators to identify students with literacy deficiencies. The new assessment to identify struggling readers includes a screener, diagnostic and progress monitoring system to provide teachers with rich data that focuses on specific deficiencies in literacy skills for students in Kindergarten through third grade. Fifty-seven schools across the state are implementing the new reading assessment in a pilot administration in the 2017-2018 school year. A statewide implementation is scheduled for the 2018-2019 school year.

5. **Data and Consultation** *(ESEA section 2101(d)(2)(K))*: Describe how the State will use data and ongoing consultation as described in ESEA section 2102(d)(3) to continually update and improve the activities supported under Title II, Part A.

   Data are collected on all state-led professional development activities to assess the quality and efficacy of those experiences. For example, the IPMP and Idaho Instructional Framework components of section A(4)(viii)(e) of this plan include survey data collected from participants of these programs in 2017.

   Meaningful consultation was conducted with stakeholders, including teachers, principals, other school leaders, paraprofessionals, specialized instructional support personnel, charter school leaders, parents, community partners, and other organizations or partners with relevant and demonstrated expertise in the development of this program plan. ISDE will seek advice, based on statewide data review, regarding equity data and student achievement data, and consult with this group of stakeholders at least annually on how to best improve the activities to meet the purpose of this program. Additionally, LEAs annually submit a Consolidated Federal and State Grant Application (CFSGA) for Title II-A, which includes listing professional development program activities, describing how each is expected to improve academic achievement, and identifying the evidence level of criteria each activity meets. The application is reviewed and then approved after all application criteria are met. During monitoring visits, each LEA provides documentation evidencing how the professional development activities improved academic achievement. As evident in the plan, activities under this part are coordinated with other related strategies, programs, and activities being conducted by ISDE.

6. **Teacher Preparation** *(ESEA section 2101(d)(2)(M))*: Describe the actions the State may take to improve preparation programs and strengthen support for teachers, principals, or other school leaders based on the needs of the State, as identified by the SEA.

   Idaho is currently focusing its Title II-A funds toward supporting educators in rural, high-poverty, and high-minority schools. However, as stated above in section D(1), ISDE and the State Board of Education will investigate how we may use Title II-A funds to support teacher preparation and mentoring.

h. **Title III, Part A, Subpart 1: English Language Acquisition and Language Enhancement**

1. **Entrance and Exit Procedures** *(ESEA section 3113(b)(2)):* Describe how the SEA will establish and implement, with timely and meaningful consultation with LEAs representing the geographic diversity of the State, standardized, statewide entrance and exit procedures, including an assurance that all students who may be English learners are assessed for such status within 30 days of enrollment in a school in the State.

Idaho State Department of Education (ISDE) has always implemented standardized procedures for identifying and exiting English (EL) students. However, ESSA provided the ISDE with an opportunity to revise the state's procedures for entrance and exiting students from EL services to comply with revisions to the law with the support and assistance of the ESSA EL Workgroup. The workgroup was comprised of district EL coordinators, principals, teachers, EL coaches, paraprofessionals, and higher education faculty from all educational regions in the state. LEAs with high to low incidence EL populations were also targeted for this work. The EL Workgroup began this work on September 16, 2016 with a face-to-face meeting and continued to meet during the 2016-2017 school year for a total of 6 meetings to establish standardized entrance and exit procedures that were appropriate and implementable by all districts and charter schools in Idaho. The Workgroup created a statewide Home Language Survey (HLS) and a "Decision to Assess" Matrix as well as guidance documents to assist all LEAs with this process. These documents can be accessed via the EL Department webpage: http://www.sde.idaho.gov/el-migrant/el/index.html under Resources Files, Program Information.

In addition, the LEA must sign an annual assurance with their consolidated application for federal funds stating that they will identify and assess potential English Learners within 30 days as outlined in the statewide standardized procedures. In addition, LEAs must also describe how they will serve identified English Learners.

In spring 2017 the ISDE Title III staff traveled to 15 locations around the state to provide training to all LEAs on the newly revised statewide entrance and exiting procedures. This major undertaking was necessary to ensure a successful statewide implementation beginning in August 2017. ISDE also updated Title III monitoring protocols to ensure LEAs are implementing the statewide entrance and exiting procedures.

All of this work has been well received by Idaho's LEAs, motivating the ESSA EL Workgroup members to continue serving as an EL advisory panel to the State EL/Title III department at the ISDE. This panel will collaborate with the Migrant Advisory Panel and will consist of some of the same members.

Entrance Procedures: Idaho's ESSA EL Workgroup has established the following EL Program Entrance Procedures and Criteria:

Step 1: All LEAs administer the Statewide Home Language Survey (HLS) to all newly enrolling students in the district/charter. They then use the "Decision to Assess" Matrix to determine whether the student is a potential EL. Original HLSs are filed in students' cumulative files.

Statewide Home Language Survey Questions:

1. What language(s) are spoken in the home?

2. What language(s) does your student speak most often?
3. What language(s) did your student first learn?
4. Which language does your child speak with you?
5. Which language do you use when speaking with your child?
6. Which language do you want phone calls and letters?
7. What is your relationship to the child?
8. Is there any additional information you would like the school to know about your child?

The Home Language Survey is currently available in Spanish and is being translated in additional languages represented in the state. English and translated HLS forms are available on the Idaho State EL and Title III Programs website for all LEAs to download.

Step 2: If a student is identified as a potential EL, LEAs use additional resources and data to determine whether the student has already been identified as an EL in another LEA. If the following resources indicate that the student either has screened out of EL eligibility or has previously exited from EL programming, then the student does not qualify for EL program placement.

- Idaho's English Learner Management System (ELMS)
- Cumulative file review for WIDA assessments
- Cumulative file review for English Learner Plans
- Cumulative file review for EL exit forms
- Communication with previous district (if necessary)

Step 3: LEAs proceed with English Language Proficiency (ELP) Screener Assessment, either WIDA Kindergarten W-APT or WIDA Screener, depending on the student's grade level and time of year of enrollment. They use the following Statewide EL Entrance Criteria to determine whether a student qualifies for EL or whether they screen out of EL eligibility.

Table 15: Idaho's Statewide EL Entrance Criteria

Grade	First semester	Second semester
Kindergarten	Kindergarten W-APT Listening/Speaking must = 29 or 30 points "Exceptional" Reading must be 6+ points Writing must be 5+ points	Kindergarten W-APT Listening/Speaking must = 29 or 30 points "Exceptional" Reading must be 11+ points Writing must be 14+ points
1st Grade	Kindergarten W-APT Listening/Speaking must = 29 or 30 points "Exceptional"	(Same as 2nd-12th grade)

Grade	First semester	Second semester
	Reading must be 14+ points Writing must be 17+ points	
2nd – 12th Grade	~~ACCESS~~ WIDA Screener Assessment 5.0 Composite Proficiency Level + at least 4.0 in each domain of listening speaking, reading, and writing.	~~ACCESS~~ WIDA Screener Assessment 5.0 Composite Proficiency Level + at least 4.0 in each domain of listening speaking, reading, and writing.

Screener assessment and program placement must occur within 30 days of the student's enrollment in the LEA. In order to ensure that potential ELs with special needs are correctly identified, the EL advisory panel will collaborate with special education stakeholders to establish alternate entrance criteria and processes for identifying ELs with special needs.

The ESSA EL Workgroup created a statewide process for identifying students whose parents may have indicated "English Only" on their Home Language Survey but who have exhibited characteristics of second language learners necessitating a need to amend the original HLS. In addition, the workgroup developed a statewide process to remove the EL designation from a student who was erroneously identified. Lastly, the workgroup has assisted the ISDE with revising the parental notification form including an option to waive ELD services.

The SDE notes the entrance criteria above is the same as initial/previous exit criteria that is updated in the proposed amendment on pages 18 and 19. The WIDA Screener is used only for program identification and has been in place one full school year. As such, the state is still analyzing the performance results and gathering input from stakeholders and we expect additional data and discussions to inform potential changes to the state entrance criteria in the future.

Exit Procedures: Idaho's ESSA EL Workgroup has established the following EL Program Exit Procedures and Criteria:

Step 1: LEAs review annual EL proficiency assessment data to determine which students have met Idaho's EL Exit Criteria. Idaho administers the WIDA ACCESS 2.0 or Alternate ACCESS to annually assess for EL proficiency.

~~ACCESS 2.0 exit criteria~~
~~5.0 Composite Proficiency Level + at least a 4.0 in each domain of listening, speaking, reading, and writing.~~

With 2 years of ACCESS 2.0 data, Idaho's percentage of students meeting the EL exit criteria was less than 1% each year. This low percentage prompted the Idaho SDE to work with multiple stakeholders to revise Idaho's EL Exit Criteria. The following table captures the revised EL exit criteria.

The change comes after analysis of both Idaho and WIDA Consortium data, consultation with stakeholders and assessment measurement experts as well as considering the rigor of English Language assessed by the ACCESS.

ACCESS 2.0 exit criteria
4.2 Composite Proficiency Level and at least a 3.5 in listening, reading, and writing.

Step 2: When students meet the exit criteria on the English language proficiency assessment, LEA staff members re-designate students to "exited year 1 monitoring" status in their school information systems. LEAs are required to complete the exiting process for eligible students before the end of the school year in which the student met the exit criteria. In other words, LEAs must use the results from the spring ACCESS 2.0 and Alternate ACCESS assessment to update students' EL status in their school information system and inform parents by the end of the school year.

Step 3: LEAs will use a statewide exit form that is shared and explained to parents/families in a language they can understand to inform them of their child's program exit. In addition LEAs inform parents/families of the child's transition into a monitoring status for two years.

In order to ensure that ELs with special needs are correctly exited, the EL advisory panel ~~will~~ collaborated with special education stakeholders to establish criteria and processes for exiting ELs with special needs as well as Alternate ACCESS exit criteria. The following is a result of this collaboration:

English learners with disabilities as documented by an Individualized Education Plan (IEP) may be eligible for exiting from the EL program. The LEA must convene the IEP team, which includes an EL representative to document the student's non-progress in the language domain specific to the disability for a minimum of three consecutive years on ACCESS 2.0 or ALT-ACCESS.

ALT-ACCESS exit criteria
P2 Composite Proficiency Level

2. **SEA Support for English Learner Progress** *(ESEA section 3113(b)(6))*: Describe how the SEA will assist eligible entities in meeting:

i. The State-designed long-term goals established under ESEA section 1111(c)(4)(A)(ii), including measurements of interim progress towards meeting such goals, based on the State's English language proficiency assessments under ESEA section 1111(b)(2)(G); and

ii. The challenging State academic standards.

Assistance to LEAs for Long-Term Language Proficiency and Academic Goals
The State EL/Title III Department exists to assist LEAs with creating, implementing, and improving language instruction educational programs that provide equal learning opportunities for ELs. In order to achieve this, the State EL/Title III Department will analyze the long-term goals and interim progress for English language proficiency and academic standards established under ESEA section 1111(c)(4)(A)(ii). This ongoing and annual analysis will assist the department in determining statewide and individualized support needed for LEAs.

Moreover, with EL accountability now housed under Title I, the State EL/Title III Department staff are critical members on the previously mentioned State Technical Assistant Team (STAT). This group will be responsible for tracking progress, discussing data, and identifying needs and resources.

Additionally, the department will continue to review and monitor LEAs' annual EL plan within the Consolidated Federal and State Grants Application (CFSGA). LEAs must describe their Language Instruction Educational Program(s) (LIEP) to serve their ELs. These plans also include an opportunity for the LEA to describe linguistic and academic goal(s) for their English learners. Furthermore, LEAs describe within their State EL Plans their methods for meeting these linguistic and academic goals by describing coordination of services with other supporting programs, method for incorporating WIDA English Language Development Standards within instruction, and professional learning opportunities provided to all staff in the LEA on best practices in teaching English learners. The State EL/Title III Department will review the LEAs linguistic and academic goals for alignment to the long-term goals and interim progress for English language proficiency and academic standards established under ESEA section 1111(c)(4)(A)(ii). Additionally, the department uses this information to support LEAs in their individualized efforts. For example, if neighboring LEAs have similar goals, ISDE can target support regionally.

Currently, the ISDE has the following supports in place for schools and LEAs that can be tailored to address the specific linguistic and academic needs of their ELs:

Cross Collaboration
The EL/Title III Department engages in state-level collaboration with other ISDE programs such as Special Education, Migrant, Title I, and others to address the needs of English Learners. Examples of state-level collaboration include professional learning opportunities for administrators, teachers, and paraprofessionals of English Learners as well as a consolidated grant application and program monitoring for LEAs. The STAT team is another example of cross collaboration.

Ongoing Technical Assistance
Ongoing technical assistance for all LEAs is provided in a variety of ways listed below. However, individualized technical assistance can be requested by an LEA at any time and may be delivered through a variety of methods:

1. Phone, email, and individual site visits

2. The EL Department webpage http://sde.idaho.gov/el-migrant/el/index.html
3. Quarterly webinars
4. Biweekly newsletters
5. Regional trainings

Idaho Legislature
The Idaho Legislature provides funding to LEAs for ELs. House Bill 287 appropriates $450,000 for three-year grants to assist LEAs with meeting the academic needs of English Learners. House Bill 289 provides over 1 million dollars for research-based programs for ELs.

State Title III Consortium
State Title III Consortium employs two (2) EL coaches who travel to LEAs around the state to support them and provide onsite technical assistance personalized to their needs.

EL Advisory Panel
The EL advisory panel assists the ISDE with state-wide planning and support on EL-related topics such as creating state-wide identification and exiting criteria for all LEAs.

Professional Development/Training
The Idaho State EL/Title III Department provides support for all Idaho educators of ELs through professional learning opportunities that are intentionally designed based on the timely needs of EL educators. ISDE recognizes that as the number of ELs grows, all educators must be mutually responsible for the language development and academic success of ELs and, therefore, all teachers are language teachers. In fall 2017 the ISDE EL/Title III Department will provide regional intensive professional learning workshops on classroom instructional strategies for classroom teachers K-12 to support language development through content instruction.

State and National Partnerships
The State/Title III Department staff participates in and collaborates with multiple national partners and other state agencies for support in trending EL topics: Teaching English to Speakers of Other Languages (TESOL), Center for Applied Linguistics (CAL), WIDA, Wisconsin Center for Educational Research (W-CER), Regional Educational Laboratory (REL), Chief Counsel of State School Officers (CCSSO), EL State Collaborative on Assessment Student Standards (SCASS), Title I National Organization, and National Association of State Title III Directors. Lastly, additional partnerships with Idaho's institutes of higher education provide components of EL education in preservice teacher education in an effort to prepare teachers with appropriate instructional strategies for the ELs in their classrooms.

The ISDE will continue to adapt, create, and implement additional supports for ELs in Idaho's schools based on need as identified through data.

3. **Monitoring and Technical Assistance** (ESEA section 3113(b)(8)): Describe:

i. How the SEA will monitor the progress of each eligible entity receiving a Title III, Part A sub-grant in helping English learners achieve English proficiency; and

ii. The steps the SEA will take to further assist eligible entities if the strategies funded under Title III, Part A are not effective, such as providing technical assistance and modifying such strategies.

Monitoring the implementation of Federal programs and the use of funds is a requirement of each of the Federal programs and an essential function of the ISDE. The ISDE monitors all LEAs thoroughly and in a variety of ways to ensure that all children have a fair, equitable, and significant opportunity to obtain a high-quality education. Moreover, the ISDE provides leadership and guidance to LEAs through technical assistance for the purpose of assisting LEAs with implementing highly effective educational programs to increase student achievement in Idaho. ISDE implements the following processes for monitoring federal programs including Title III-A:

Consolidated Federal and State Grant Application (CFSGA)
The Idaho Consolidated Federal & State Grant Application serves as an LEA's application for federal program funds. A consolidated approach, instead of separate applications for each of the individual programs, allows the programs to be cooperatively planned and implemented, and also helps to reduce the administrative burden. In addition, the CFSGA allows the EL/Title III Coordinator to monitor/review annual applications for Title III compliance, linguistic and academic goals, and use of funds. If an LEA's plan does not meet the criteria for approval, she coaches the LEA until the plan meets all the requirements. This approach is proactive in that it provides assistance before the LEA receives funding.

Selection Process for Onsite and Desk Monitoring of LEAs
In determining the list of LEAs to be monitored for the upcoming school year, the ISDE reviews several considerations:

1. The list of LEAs considered for monitoring in the upcoming year are derived from the ISDE's Ongoing LEA Master List, which identifies the year each LEA was last monitored.
2. Each federal program identifies risk factors for the LEAs identified for potential monitoring. Risk factors may be determined using data including the following:
   - State assessment performance data
   - Date/Year the LEA was previously monitored
   - Number and type of findings from the previous monitoring visit (such as programmatic, fiscal, policy, repeat findings)
   - Results of previous findings
   - Personnel turnover – new or inexperienced federal programs director or new superintendent
   - Audit Findings (such as incomplete audits or type of audit findings)
   - Significant carryover balances
   - Non-participation in state offered trainings
   - Other "high-risk" factors identified by ISDE program coordinators (such as sudden and/or significant increase in English Learners, formal compliance complaint filed with the ISDE, SBOE, and/or U.S. Department of Education - Office for Civil Rights)
3. Approximately 25 LEAs are identified for monitoring annually. Monitoring is conducted by ISDE program staff either through on-site or desk monitoring.

Monitoring Process for Title III –A
During the monitoring visit, the EL/Title III Coordinator conducts classroom observations, interviews with staff, principals, students, and parents to determine if the LEA is addressing the linguistic and academic needs of their ELs. Additionally, the coordinator seeks evidence of support for the linguistic and academic goals described in the CFSGA.

Consolidated State Performance Report (CSPR)
Annual CSPR data submitted by the LEA for federal reporting is another opportunity for monitoring and possible technical assistance. LEA data is reviewed for accuracy as well as for state and local level trends.

Participation in STAT Team
As mentioned before, the State EL/Title III department will work with the STAT team to monitor the progress of LEAs and provide technical assistance based on the recommendations of this team.

The above mentioned activities and processes will assist the ISDE in identifying LEAs that may need more specific and individualized support in identifying effective strategies for their ELs. If an LEA continues to struggle with implementing effective strategies for EL English proficiency, the ISDE will convene with the STAT team to determine additional resources needed to provide intensive support. Resources could include, but not limited to, in-depth professional development, recommendations for Title III program revisions and opportunities for peer observations with successful Title III districts.

i. **Title IV, Part A: Student Support and Academic Enrichment Grants**

1. **Use of Funds** *(ESEA section 4103(c)(2)(A)):* Describe how the SEA will use funds received under Title IV, Part A, Subpart 1 for State-level activities.

State Level Activities

Four percent of Idaho's Title IV-A allocation targeted for state activities total $77,600, of that, approximately $20,000 will be directed toward required activities including training LEAs on applying for Title IV-A funds through the ISDE's Consolidated State and Federal Grant Application and compliance monitoring. The remaining $57,600 will be prioritized to expand professional development surrounding STEM in concert with the STEM Action Center.

LEA Optional Use of Funds Aligned with State Level Activities

ISDE will leverage and expand the resources and support of the Governor's STEM Action Center by assuring LEAs are aware of the Center and the training and tools it offers to engage more students in STEM related coursework and activities. The primary function of the STEM Action Center is to support a well-rounded STEM education for all Idahoans, K – career. This is accomplished by creating partnerships with other state agencies, out of school entities, non-profits, educators, administrators, communities, businesses, and industries to support the development of Idaho's STEM talent pipeline, ensuring continued growth of Idaho's STEM-based economy. The STEM Action Center will continue to focus on opportunities for educators, students, and communities by supporting professional development for educators, grants for resources and communities, STEM awareness events, and opportunities for students to participate in STEM competitions, camps, internships, mentorships, and apprenticeships. Targeted support, leveraging both federal and state funding, will help to ensure equitable access to and awareness of STEM for all students throughout Idaho.

The ISDE and STEM Action Center will work collaboratively to inform districts and to provide guidance in implementation regarding the wide range of activities that are permissible under Title IV-A to improve STEM instruction and learning. Examples of how state funds will be used to increase STEM activity in LEAs include:

- Expansion of high-quality STEM courses.
- Increased access to STEM for underserved and at-risk student populations.
- Support for student participation in nonprofit STEM competitions.
- Increased opportunities for hands-on learning in STEM.
- Integration of other academic subjects, including the arts, into STEM subject programs.
- Creation or enhancement of STEM specialty schools.
- Integration of classroom-based, afterschool, and informal STEM instruction.

Idahoans understand that a well-rounded, community-oriented, student-focused education provides the knowledge and skills to live, learn, work, create, and contribute to society. STEM experiences enhance 21st century workforce skills such as collaboration, innovation, problem-solving, critical and creative thinking, and teamwork. These experiences should be integrated across disciplines and should focus on project-based learning, inquiry, and discovery. All students should have the opportunity to learn these critical 21st century workforce skills. Therefore, the Idaho STEM Action Center will work collaboratively with

Idaho state educational agencies to transform how Idaho educates our children in order to enhance their life prospects, empower their communities, and build an inclusive, sustainable, innovation-based economy where our citizens can thrive.

Title IV-A state funds will also support ISDE staff in providing technical assistance for LEAs in the creation of local Title IV-A plans and applying for funding as well as monitoring for compliance with federal rules and regulations. While compliance monitoring visits focus on adherence to the rules and regulations, the ISDE aims to use these visits as opportunities to provide technical assistance in addressing deficiencies and offering best practices in supporting students.

The ISDE will support LEAs in directing their Title IVA allocations to provide equitable access to a well-rounded education and rigorous coursework in subjects in which female students, minority students, English learners, students with disabilities, or low-income students are underrepresented. Such subjects could include English, reading/language arts, writing, science, technology, engineering, mathematics, world languages, civics and government, economics, arts, history, geography, computer science, music, career and technical education, health, or physical education.

Existing state supports will be leveraged to increase the impact of LEA Title IV-A funds around strengthening the instructional core and increasing access to a broad range of educational opportunities. Idaho currently has robust supports in place focused on a well-rounded education that includes professional development for teachers, instructional coaches and mastery education funded by state dollars.

Additionally, the ISDE plans on leveraging state and local resources to imbed music, the arts, foreign languages, environmental education and civics to expand offerings for students. Partners include the Idaho Commission for Libraries, the Idaho Commission on the Arts, and the Wassmuth Center for Human Rights. Resources from these entities will be compiled and provided to LEAs seeking to expand their course offerings and supplemental materials.

Regarding supporting safe and healthy students, LEA Title IV-A funds may increase existing efforts to equip LEA personnel with best practices around crisis intervention, school violence prevention, suicide prevention and alternatives to suspensions and expulsions through existing statewide trainings and resources.

Table 16: Title IV-A use of funds

Strategy	Timeline	Funding sources
Provide specialized STEM professional development to LEAs.	Ongoing and on demand	Federal Title IVA funds

2. **Awarding Subgrants** *(ESEA section 4103(c)(2)(B))*: Describe how the SEA will ensure that awards made to LEAs under Title IV, Part A, Subpart 1 are in amounts that are consistent with ESEA section 4105(a)(2).

In order to ensure that the requirement was accurately interpreted, the SDE used a manual which was compiled and released by the US Department of Education on June 30, 2017. A link to the manual can be found below:

https://safesupportivelearning.ed.gov/sites/default/files/Subgranting_FY_2017_Title_IV_A_LEAs_QA.pdf

An excel template was created consistent with the scenario 1 from the manual (p 2). The template includes built in formulas which include the following steps:

4. Determine initial formula allocations based on LEA shares of Title I, Part A funds for the preceding fiscal year.
5. Adjust upward allocations for LEAs whose initial allocation is below $10,000.
6. Adjust downward, on a proportional basis, the initial formula allocations for all LEAs receiving more than $10,000.
7. Repeat steps (iterations) as many times as necessary until there is no grant award with less than $10,000.

The initial calculation is performed by the Federal Programs Department at the same time Title I, Part A allocations are calculated. Calculations and formulas are reviewed by the Student Engagement, Career & Technical Readiness Department for checks and balances.

Once finalized, the allocations are populated into the Idaho State Departments online mechanism for LEA to submit plans and request funds for all title programs (Consolidated Federal and State Grant Application- CFSGA). Once populated LEAs are not able to request less than the populated amount, thereby assuring all LEAs receive no less than $10,000 in Title IVA funds.

j. **Title IV, Part B: 21st Century Community Learning Centers**

1. **Use of Funds** *(ESEA section 4203(a)(2)):* Describe how the SEA will use funds received under the 21st Century Community Learning Centers program, including funds reserved for State-level activities.

ISDE reserves 2 percent of the appropriated amount for administration (approx. $110,000), which supports 1.08 FTE: partial salaries for a director, state coordinator, program specialist, and administrative assistant. The administration funds for Title IV-B are used to support eligible LEAs, Community-Based Organizations, Indian tribes or tribal organizations, and other public/private entities. Each year the ISDE provides regional trainings for interested organizations in applying for Title IV-B grant funds. The ISDE also use administrative funds for costs associated with the peer review process and required USED meetings.

ISDE reserves 3 percent of the appropriated amount for state activity (approx. $270,000), which supports 0.9 FTE: partial salaries for a director, state coordinator, program specialist, and administrative assistant. The state activity funds for Title IV-B are used to support current grantees in providing monitoring and technical assistance. The ISDE partners with the Idaho Afterschool Network and Idaho STARS in developing and implementing school age quality standards, which state activity funds support regional coordinators to provide all areas of Idaho in-depth coaching and technical assistance. The ISDE also uses state activity funds to perform a statewide evaluation to assess the program's effectiveness in meeting performance measures.

Table 17: Title IV-B use of funds

Strategy	Timeline	Funding sources
New Grantee Training	Summer 2017	Title IV-B State Administrative Funds
21st CCLC Directors Meeting	Fall 2017	Title IV-B State Activity Funds
Regional Bidder's Workshops	Fall 2017	Title IV-B State Administrative Funds
Peer Review Process Meeting	Spring 2018	Title IV-B State Administrative Funds
21st CCLC Directors Meeting	Spring 2018	Title IV-B State Activity Funds
21st CCLC Summer Institute	Summer 2018	Title IV-B State Administrative Funds
Grantee Monitoring & Technical Assistance	Ongoing	Title IV-B State Activity Funds

2. **Awarding Subgrants** *(ESEA section 4203(a)(4)):* Describe the procedures and criteria the SEA will use for reviewing applications and awarding 21st Century Community Learning Centers funds to eligible entities on a competitive basis, which shall include procedures and criteria that take into consideration the likelihood that a proposed community learning center will help participating students meet the challenging State academic standards and any local academic standards.

ISDE reserves not less than 93 percent of the appropriated amount for LEA subgrants (approx. $5.2 million). Each year the ISDE hosts a grant competition (as unallocated funds allow) to applicants according to ESEA Sec. 4201(b)(3). The ISDE awards 5-year grants with a minimum of $50,000 per award. Award amounts are based on the applicant's needs and services provided to students; however, the ISDE provides guidance to applicants on typical award amounts based on per-pupil expenditures.

The ISDE awards subgrants through a competitive process based on the merit of an applicant's grant application: needs assessment for before and after-school programs, project design, measures of effectiveness, budget, and other assurances as outlined in ESEA Sec. 4204. The ISDE awards additional points for entities that target students: (1) attending schools that are implementing comprehensive support and improvement activities or targeted support and improvement activities under ESEA Sec. 1111(d); and (2) who may be at risk for academic failure, dropping out of school, involvement in criminal or delinquent activities, or who lack strong positive role models.

The ISDE provides technical assistance and facilitates the grant application process; however, does not participate in the decision making of the awards to applicants. The ISDE recruits a variety of peer reviewers (via email, newsletter, website, press release), which consists of individuals with diverse expertise, organization representation, geographic location, gender, racial and ethnic representation. The ISDE trains all reviewers and hosts a 1-day in-person meeting to discuss submitted applications. Ultimately, the peer reviewers make the decision of awarded applications based on the applicant's grant application and established scoring rubric.

Table 18: Title IV-B awarding subgrants timeline

Strategy	Timeline	Funding sources
Regional Bidder's Workshops	Fall 2017	Title IV-B State Administrative Funds
Grant Application Opens	Fall 2017	
Grant Application Closes	January 2018	
Peer Review	Spring 2018	
Peer Review Process Meeting	Spring 2018	Title IV-B State Administrative Funds
Grant Awards Announced	April 2018	
Funding to Grantees Begins	July 1	Title IV-B LEA Subgrants

k. **Title V, Part B, Subpart 2: Rural and Low-Income School Program**

1. **Outcomes and Objectives** *(ESEA section 5223(b)(1))*: Provide information on program objectives and outcomes for activities under Title V, Part B, Subpart 2, including how the SEA will use funds to help all students meet the challenging State academic standards.

   74% (113 of 153) of Idaho's LEAs and schools meet the state's definition of rural. The goal for students in rural schools is the same for all students—to achieve at the same level of proficiency and have access to higher education resources to be successful after high school. In order to achieve equity for rural students, the state has designated staff to support rural and low-income school programs and has created a working state plan for these programs http://www.sde.idaho.gov/federal-programs/rural/index.html. The plan was created in consultation with LEAs. The process for grant applications includes the Consolidated Federal and State Grant Application (CFSGA) online reporting system for LEAs to submit an application that includes budget, selected activates for use of funds, and measurable goals. The state also has an electronic evaluation report that is due in June each year.

   Table 19: Title V-B objectives and outcomes

Objective	Outcome
Objective 1: Rural school students achieve at the same level of proficiency as all other students, and have access to higher education resources to be successful after high school.	Outcomes: Each Rural Low Income School (RLIS) grantee program will provide educational services for children and youth as described in the CFSGA to ensure that they have the opportunity to meet challenging State academic content and achievement standards.
Objective 2: ISDE has a method and annual timeline for providing annual technical assistance to RLIS eligible LEAs.	Outcomes: All RLIS LEA Federal Program directors and business managers attend training on RLIS requirements and eligibly at annual regional meeting.

2. **Technical Assistance** *(ESEA section 5223(b)(3))*: Describe how the SEA will provide technical assistance to eligible LEAs to help such agencies implement the activities described in ESEA section 5222.

   The state coordinator collaborates with Title I, Title II, Title III, and family and community coordinators; the charter school coordinator; and 21st Century Learning Center division to ensure program alignment and access to resources as well as in-person training at least twice per year with LEA technical assistance as needed. In addition, Idaho rural LEAs have the opportunity to be part of Northwest Rural Innovation and Student Engagement (NW RISE), a multi-state project that creates learning communities among schools in the rural northwest. Educators from Alaska, Idaho, Oregon, and Washington participate in NW RISE.

   The project is part of the Northwest Comprehensive Center and includes two face-to-face meetings per year as well as monthly opportunities for members to collaborate through video conference and a dedicated social media account through Schoology. In addition,

consultation and technical assistance is provided through the state's system of support which includes both on-site support through projects like Idaho Building Capacity, Math Centers, Idaho Content ELA Coaches, and opportunities to network with peers through the Idaho Superintendents Network and Idaho Principals Network.

I. **Education for Homeless Children and Youth program, McKinney-Vento Homeless Assistance Act, Title IX, Subtitle B**

1. **Student Identification** *(722(g)(1)(B) of the McKinney-Vento Act)*: Describe the procedures the SEA will use to identify homeless children and youth in the State and to assess their needs.

All LEAs are required to have a local board-approved homeless policy that describes how the LEA will implement the following: definitions, identification, school selection, enrollment, transportation, services, disputes, free meals, eligibility for Title I services, training, coordination, and preschool. To assist in the identification of children and youth without housing, public notice of the education rights of homeless children and youth are to be disseminated and posted where such children and youth receive services. ISDE provides free brochures and posters. The state coordinator and Local Liaison contact information is listed on each poster to provide technical assistance regarding enrollment, identification, and other issues affecting students in homeless situations. Liaisons are also provided from the National Center for Homeless Education toll-free help line. ISDE requires a Student Residency Questionnaire in which the nighttime living status of every student is assessed by enrollment documentation. This living status form is disseminated twice per year. Each LEA has an identified liaison responsible for conducting the assessment and verification of homeless children and youth. Once the liaison verifies eligibility of the child or youth they are reported in the LEA student management system that uploads to the Idaho System for Educational Excellence (ISEE) K–12 longitudinal data management system. Samples are available at http://www.sde.idaho.gov/federal-programs/homeless/index.html

Identification of children and youth experiencing homelessness and assessing their needs is primarily the responsibility of the Local Educational Agencies (LEAs). The ISDE supports identification and needs assessment by:

1. Providing annual regional training to local liaisons on the implementation of policies and regular processes for identification of homeless students and assessment of their needs and tracking liaison training;
2. Regularly notifying LEAs of training opportunities through the National Center for Homeless Education (NCHE);
3. Annually monitoring the needs assessment process for LEAs through onsite monitoring visits and the completion of a self-assessment application;
4. Providing a best practice needs assessment worksheet and summary tool from NCHE on the ISDE website at http://www.sde.idaho.gov/federal-programs/homeless/index.html; and
5. Assuring that the ISDE State Coordinator is a participating member of the Idaho Continuum of Care and Idaho HUD Homeless Advisory Council so that identification and needs assessment issues that merge in non-school contexts are appropriately addressed.

Additionally, a new State Coordinator has been hired for Idaho and begins January 16, 2018. Part of this position's 2018 goal will be to reconvene the Idaho Homeless Education Advisory Team (IHEAT), which includes the State Coordinator and LEA liaison representation from around the State. The major focus of this group's efforts will be to analyze state-wide

data resulting in state-level action plans to better assist LEAs in recognizing and addressing needs.

2. **Dispute Resolution** *(722(g)(1)(C) of the McKinney-Vento Act)*: Describe procedures for the prompt resolution of disputes regarding the educational placement of homeless children and youth.

   All LEA liaisons are familiar with the ISDE dispute resolution policy posted on the ISDE website (www.sde.idaho.gov/federal-programs/homeless/index.html*)* through annual trainings provided by the state coordinator. All LEAs must have a written dispute resolution process that aligns with the state policy. This requirement is checked during onsite federal program monitoring visits, and LEAs submit assurances when they submit their annual application for funding through the CFSGA process. All LEAs must have a written notice of decision, also part of our monitoring process. Sample letters are provided on the ISDE website. Homeless children and youth are provided all services during the dispute resolution process. A new state coordinator has been hired at the ISDE and begins work January 16, 2018. Reviewing and revising all forms and verbiage on the website to reflect the Every Student Succeeds Act will be a priority.

3. **Support for School Personnel** *(722(g)(1)(D) of the McKinney-Vento Act)*: Describe programs for school personnel (including the LEA liaisons for homeless children and youth, principals and other school leaders, attendance officers, teachers, enrollment personnel, and specialized instructional support personnel) to heighten the awareness of such school personnel of the specific needs of homeless children and youth, including runaway and homeless children and youth.

   ISDE provides staff development to LEA liaisons, including: provisions of the McKinney-Vento Education for Homeless Children and Youth program; related state laws; the special needs of students experiencing homelessness; resource materials; and strategies for training teachers, counselors, support staff, administrators, homeless service providers, advocates, and others.

   All liaisons are required to attend annual training on McKinney-Vento and Homeless Education to heighten the awareness of the specific needs of children and youth experiencing homelessness, including runaway and other unaccompanied homeless youth. Webinars and regional trainings are offered by the state and liaisons are regularly notified of trainings through the National Center for Homeless Education throughout the year. Local designated liaisons are required to have annual training for all staff including transportation, nutrition, custodial, and secretarial on their role and specific needs of homeless children and youth, including runaway youth and unaccompanied youth.

   Idaho is beginning a partnership with Edify who has developed an online training and professional development model for the credentialing of Homeless Education Liaisons. The model consists of Beginning, Intermediate and Advanced levels of specific topics, units, and lessons. Liaisons who pass assessments for each level's lessons receive a certificate of achievement. This technology will allow the State Coordinator to assess Liaison learning

outcomes in real time to target technical assistance and resources. This program will be required of LEA liaisons and will include a specialized module and assessment on runaway and unaccompanied youth as well as a unit on human trafficking. This technology will also enable the State coordinator to assure that local liaisons are aware of the specific needs of runaway and other unaccompanied homeless youth.

The new state coordinator, in place effective January 16, 2018, will have as a goal for 2018 to update the ISDE webpage at http://www.sde.idaho.gov/federal-programs/homeless/index.html to include information and resources on the needs of runaways to support training for all appropriate school personnel and community. Although ISDE's current monitoring tool requires evidence of an LEA level policy that ensures equitable access to services for runaway youth, the 2018-2019 monitoring tool will be updated to include evidence of school personnel training to heighten the awareness of the specific needs of runaway children and youth as identified in 722(g)(1)(D).

4. **Access to Services** (*722(g)(1)(F) of the McKinney-Vento Act)*: Describe procedures that ensure that:

i. Homeless children have access to public preschool programs, administered by the SEA or LEA, as provided to other children in the State;

ii. Homeless youth and youth separated from public schools are identified and accorded equal access to appropriate secondary education and support services, including by identifying and removing barriers that prevent youth described in this clause from receiving appropriate credit for full or partial coursework satisfactorily completed while attending a prior school, in accordance with State, local, and school policies; and

iii. Homeless children and youth who meet the relevant eligibility criteria do not face barriers to accessing academic and extracurricular activities, including magnet school, summer school, career and technical education, advanced placement, online learning, and charter school programs, if such programs are available at the State and local levels.

a. **Public preschool programs:** Idaho Code 33-201 identifies school-aged children as between the ages of five and twenty-one. Idaho does not fund pre-school programs. ISDE's Student Residency Questionnaire (nighttime living status of every student) includes questions about siblings in the family and assists with students eligible for secondary education who may not be currently identified. LEA liaisons collaborate with various agencies and service providers who work with homeless youth and youth separated from the public schools, such as the Idaho Department of Health & Welfare, Salvation Army, area shelters, and Community Action Partnership Association of Idaho to make them aware of protections available to homeless, unaccompanied youth. LEA liaisons collaborate with service providers to advocate on behalf of these children and youth to ensure that the students have the opportunity to return to school and participate in these programs. ISDE has established collaboration with Head Start, and the ISDE state coordinator has been appointed to the Idaho Infant and Toddler Council.

b. **Equal Access to Appropriate Secondary Education and Support Services:** The state coordinator provides training with LEA liaisons pertaining to the critical element of identification of youth who are separated from public schools with equal access, without

barriers to full or partial credit. Training and resources specifically for school counselors at the secondary level are being developed to make sure homeless youth are receiving appropriate credit for full or partial coursework satisfactorily completed while attending a prior school, in accordance with state, local, and school policies. Partnerships with Title I-A and other federal programs are used when available to access online courses, summer school, and tutoring for credit recovery.

In addition to training, Idaho conducts annual onsite monitoring and requires the submission of an annual self-assessment each year an LEA does not have an onsite visit. Part of the monitoring process includes requiring evidence that the LEA policy and school processes and procedure ensure that homeless youth and runaway youth receive appropriate credit for full or partial coursework satisfactorily completed while attending public school.

c. **Eligible Children and Youth Do Not Face Barriers:** Every effort is made by all Homeless Liaisons and the state coordinator to include students in all academic and extracurricular activities. LEAs have policies to ensure homeless children and youths who meet the relevant eligibility criteria do not face barriers to accessing academic and extracurricular activities. Outreach is made by the liaison as needed to local support groups to assist with needs students might have to participate is extracurricular activities. ISDE is actively coordinating and collaborating with state athletic associations to ensure access and opportunity for students.

5. **Strategies to Address Other Problems** *(722(g)(1)(H) of the McKinney-Vento Act)*: Provide strategies to address other problems with respect to the education of homeless children and youth, including problems resulting from enrollment delays that are caused by—

i. requirements of immunization and other required health records;
ii. residency requirements;
iii. lack of birth certificates, school records, or other documentation;
iv. guardianship issues; or
v. uniform or dress code requirements.

Idaho state and local policies prohibit LEAs from denying a child enrollment for lack of records and include short timelines for obtaining needed records, certifications, and other documents. All LEAs are required to set aside a minimum of 0.25 of 1% of their Title I allocation for homeless students. This can be used for all the above, as needed. For all subgrants and beginning in 2016–2017, a needs assessment must be completed for the set-aside. ISDE and LEAs use the results of surveys, focus groups, and training evaluations to identify additional barriers caused by enrollment delays. ISDE disseminates information and provides technical assistance about how to remove barriers to school access throughout the state in its resource documents, trainings, and articles for publication. ISDE encourages LEAs to seek aid from local service or charitable organizations to help provide assistance that helps meet these needs. The State Coordinator is working in partnership with the Idaho Volunteer Lawyers Program to assist liaisons and youth across the state with issues and barriers that cannot be resolved at the local level. LEA's requiring uniforms must provide these items to enrolled homeless or foster youth. In addition, MV Homeless Education

Grant funds and homeless set aside funds can used to provide necessary clothing for school dress codes or school activities.

6. **Policies to Remove Barriers** (*722(g)(1)(I) of the McKinney-Vento Act)*: Demonstrate that the SEA and LEAs in the State have developed, and shall review and revise, policies to remove barriers to the identification of homeless children and youth, and the enrollment and retention of homeless children and youth in schools in the State, including barriers to enrollment and retention due to outstanding fees or fines, or absences.

The ISDE and all LEAs must have a current homeless education policy that removes barriers to identification, enrollment, and retention including those due to outstanding fees, fines, or absences of homeless children and youth.

The ISDE State Coordinator for the Education of Homeless Children will annually review and recommend revisions to state-level policies or procedures that may create barriers to the identification, enrollment, and retention of students identified as homeless. This review will be conducted in collaboration and coordination with other state and federally funded programs, including Title I, Title III, Migrant Education, IDEA, and Indian Education. Such review will be conducted with input from LEAs receiving subgrant funds.

The state coordinator will provide regular trainings and ongoing technical assistance to LEA Liaisons and staff on all provisions of the ~~law~~ McKinney-Vento Homeless Education Act.

The state coordinator will provide written guidance documents regarding the needs to enroll and retain children and youth who are homeless, including the unique needs of various at-risk and diverse subgroups of students.

Statewide and regional-level trainings will address policies and procedures to assure students remain enrolled in their school of origin for the duration of the school year, regardless of attendance status. These trainings will also focus on strategies to minimize barriers to enrollment and retention related to outstanding fees, fines, or absences.

During annual trainings, local liaisons will bring their current policies to be reviewed. The policies will be examined to determine if these are legal, and clear. If needed, policies will be revised to be ready for local board approval. The ISDE requires that LEAs annually review policies as a best practice, and revise as necessary. Many school districts are working with the Idaho School Boards Association on writing and revising policies.

The ISDE has added monitoring indicators reflecting this requirement to the Federal Programs Monitoring Tool. LEA policies and school processes and procedures are monitored through the onsite federal program monitoring process, which requires specific evidence of compliance, and include a review of district policies and procedures to ensure that homeless students and their families receive education services for which they are eligible.

The state coordinator tracks all concerns and requests for assistance. These technical assistance queries, along with data gathered through monitoring of compliance with the McKinney-Vento Act during the Federal Programs monitoring process, are regularly evaluated to search for areas of weakness in the State's implementation of the statute. Areas of weakness are made foci of technical assistance and training activities in the state.

7. **Assistance from Counselors** *(722(g)(1)(K))*: A description of how youths described in section 725(2) will receive assistance from counselors to advise such youths, and prepare and improve the readiness of such youths for college.

   The state coordinator works with LEA liaisons and school counselors at the secondary level to make sure homeless youth are receiving appropriate credit for full or partial coursework satisfactorily completed while attending a prior school, in accordance with state, local, and school policies. A new indicator has been added to the 17-18 monitoring tool to address how youth will receive assistance from counselors to prepare and improve the readiness for college. It is a requirement and an expectation from the ISDE that counselors/liaisons will inform unaccompanied homeless youth of their status as independent students under section 480 of the Higher Education Act of 1965, and that they may obtain assistance from the liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid. ISDE training will be offered to counselors as well as training in collaboration with Higher Education program staff.

Appendix A Measurements of Interim Progress

Instructions: Each SEA must include the measurements of interim progress toward meeting the long-term goals for academic achievement, graduation rates, and English language proficiency, set forth in the State's response to Title I, Part A question 4.iii, for all students and separately for each subgroup of students, including those listed in response to question 4.i.a. of this document. For academic achievement and graduation rates, the State's measurements of interim progress must take into account the improvement necessary on such measures to make significant progress in closing statewide proficiency and graduation rate gaps.

a. **Academic Achievement**
Mathematics - 2016 baseline, 2022 long-term goal, and 2017-2021 interim targets

Mathematics	2016	2017	2018	2019	2020	2021	2022
All Students	41.6%	44.8%	48.1%	51.3%	54.6%	57.8%	61.1%
Economically Disadvantaged	30.3%	34.2%	38.0%	41.9%	45.8%	49.7%	53.5%
Students with Disabilities	15.2%	19.9%	24.6%	29.3%	34.0%	38.8%	43.5%
English Learners	7.1%	12.3%	17.4%	22.6%	27.7%	32.9%	38.1%
Black / African American	22.2%	26.5%	30.8%	35.2%	39.5%	43.8%	48.1%
Asian or Pacific Islander	56.8%	59.2%	61.6%	64.0%	66.4%	68.8%	71.2%
American Indian or Alaskan Native	19.4%	23.9%	28.4%	32.8%	37.3%	41.8%	46.3%
Hispanic or Latino	22.0%	26.3%	30.7%	35.0%	39.3%	43.7%	48.0%
Native Hawaiian / Other Pacific Islander	33.6%	37.3%	41.0%	44.7%	48.4%	52.0%	55.7%
White	46.6%	49.6%	52.5%	55.5%	58.5%	61.4%	64.4%
Two Or More Races	42.2%	45.4%	48.6%	51.8%	55.0%	58.3%	61.5%

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

ELA/Literacy	2016	2017	2018	2019	2020	2021	2022
All Students	53.0%	55.6%	58.2%	60.8%	63.4%	66.1%	68.7%
Economically Disadvantaged	40.6%	43.9%	47.2%	50.5%	53.8%	57.1%	60.4%
Students with Disabilities	15.0%	19.7%	24.4%	29.2%	33.9%	38.6%	43.3%
English Learners	6.9%	12.1%	17.2%	22.4%	27.6%	32.8%	37.9%
Black / African American	34.1%	37.8%	41.4%	45.1%	48.7%	52.4%	56.1%
Asian or Pacific Islander	65.0%	66.9%	68.9%	70.8%	72.8%	74.7%	76.7%

ELA/Literacy	2016	2017	2018	2019	2020	2021	2022
American Indian or Alaskan Native	30.6%	34.5%	38.3%	42.2%	46.0%	49.9%	53.7%
Hispanic or Latino	33.6%	37.3%	41.0%	44.7%	48.4%	52.0%	55.7%
Native Hawaiian / Other Pacific Islander	46.7%	49.7%	52.6%	55.6%	58.5%	61.5%	64.5%
White	57.9%	60.2%	62.6%	64.9%	67.3%	69.6%	71.9%
Two Or More Races	54.5%	57.0%	59.6%	62.1%	64.6%	67.1%	69.7%

b. **Graduation Rates**

4 year Graduation rate - Class of 2016 baseline, Class of 2022 long-term goal, and Class of 2017-Class of 2021 interim targets

4 year Graduation Rate	Class of 2016	Class of 2017	Class of 2018	Class of 2019	Class of 2020	Class of 2021	Class of 2022
All Students	79.7%	82.2%	84.8%	87.3%	89.9%	92.4%	94.9%
Economically Disadvantaged	71.9%	75.4%	78.9%	82.4%	86.0%	89.5%	93.0%
Students with Disabilities	60.5%	65.4%	70.4%	75.3%	80.3%	85.2%	90.1%
English Learners	73.3%	76.6%	80.0%	83.3%	86.7%	90.0%	93.3%
Black / African American	77.8%	80.6%	83.4%	86.1%	88.9%	91.7%	94.5%
Asian or Pacific Islander	83.1%	85.2%	87.3%	89.4%	91.6%	93.7%	95.8%
American Indian or Alaskan Native	58.5%	63.7%	68.9%	74.1%	79.3%	84.4%	89.6%
Hispanic or Latino	73.7%	77.0%	80.3%	83.6%	86.9%	90.1%	93.4%
Native Hawaiian / Other Pacific Islander	69.7%	73.5%	77.3%	81.1%	84.9%	88.6%	92.4%
White	81.3%	83.6%	86.0%	88.3%	90.7%	93.0%	95.3%
Two Or More Races	77.3%	80.1%	83.0%	85.8%	88.7%	91.5%	94.3%

5 year Graduation rate – Class of 2017 baseline, Class if 2021 long-term goal, and Class of 2018 -2020 interim targets.

5 year Graduation Rate	Baseline Class of 2017	Class of 2018	Class of 2019	Class of 2020	Class of 2021
All Students	82.00%	84.7%	87.4%	90.1%	92.8%
Economically Disadvantaged	75.00%	78.8%	82.5%	86.3%	90.0%
Students with Disabilities	65.50%	70.7%	75.9%	81.0%	86.2%
English Learners	79.30%	82.4%	85.5%	88.6%	91.7%

5 year Graduation Rate	Baseline Class of 2017	Class of 2018	Class of 2019	Class of 2020	Class of 2021
Black / African American	75.60%	79.3%	82.9%	86.6%	90.2%
Asian or Pacific Islander	88.00%	89.8%	91.6%	93.4%	95.2%
American Indian or Alaskan Native	67.50%	72.4%	77.3%	82.1%	87.0%
Hispanic or Latino	78.40%	81.6%	84.9%	88.1%	91.4%
Native Hawaiian / Other Pacific Islander	79.70%	82.7%	85.8%	88.8%	91.9%
White	83.10%	85.6%	88.2%	90.7%	93.2%
Two Or More Races	79.30%	82.4%	85.5%	88.6%	91.7%

~~Progress in Achieving English Language Proficiency~~

~~English proficiency - 2017 baseline, 2022 long-term goal, and 2018-2021 interim targets~~

~~2017 Baseline~~	~~2018~~	~~2019~~	~~2020~~	~~2021~~	~~2022 Goal~~
~~48%~~	~~51.46%~~	~~54.92%~~	~~58.38%~~	~~61.84%~~	~~65.30%~~

c. **Progress in Achieving English Language Proficiency English proficiency – 2018 baseline, 2023 long term goal and 2019-2022 interim targets**

2018 Baseline	2019	2020	2021	2022	2023
74.07%	75.80%	77.53%	79.26%	80.98%	82.71%

Appendix B Idaho's Accountability Framework

01. **School Category.**
a. Kindergarten through grade eight (K-8): Schools in this category include elementary and middle schools as defined in Subsection 112.05.f.
b. High Schools, not designated as alternative high schools, as defined in Subsection 112.05.f.
c. Alternative High Schools
02. **Academic Measures by School Category.**
a. K-8:
i. Idaho Standards Achievement Tests (ISAT) Proficiency.
ii. ISAT growth toward proficiency based on a trajectory model approved by the State Board of Education.
iii. ISAT proficiency gap closure.
iv. Idaho statewide reading assessment proficiency.
v. English Learners achieving English language proficiency.
vi. English Learners achieving English language growth toward proficiency.
b. High School:
i. ISAT proficiency.
ii. ISAT proficiency gap closure.
iii. English Learners achieving English language proficiency.
iv. English Learners achieving English language growth toward proficiency.
v. Four (4) year cohort graduation rate, including students who complete graduation requirements prior to the start of the school district or charter schools next fall term.
vi. Five (5) year cohort graduation rate, including students who complete graduation requirements prior to the start of the school district or charter schools next fall term.
c. Alternative High School:
i. ISAT proficiency.
ii. English learners achieving English language proficiency.
iii. English learners achieving English language growth towards proficiency.
iv. Four (4) year cohort graduation rate, including students who complete graduation requirements prior to the start of the school district or charter schools next fall term.
v. Five (5) year cohort graduation rate, including students who complete graduation requirements prior to the start of the school district or charter schools next fall term.
03. **School Quality Measures by School Category.**
a. K-8:
i. Students in grade 8 enrolled in pre-algebra or higher.
ii. State satisfaction and engagement survey administered to parents, students, and teachers (effective starting in the 2018-2019 school year).
iii. Communication with parents on student achievement (effective starting in the 2018-2019 school year).
b. High School:
i. College and career readiness determined through a combination of students participating in advanced opportunities, earning industry recognized certification, and/or participation in recognized high school apprenticeship programs.
ii. State satisfaction and engagement survey administered to parents, students, and teachers (effective starting in the 2018-2019 school year).

iii. Students in grade 9 enrolled in algebra I or higher.
iv. Communication with parents on student achievement (effective starting in the 2018-2019 school year).
c. Alternative High School:
i. Credit recovery and accumulation.
ii. College and career readiness determined through a combination of students participating in advanced opportunities, earning industry recognized certification, and/or participation in recognized high school apprenticeship programs.
iii. State satisfaction and engagement survey administered to parents, students, and teachers (effective starting in the 2018-2019 school year).
iv. Communication with parents on student achievement (effective starting in the 2018-2019 school year).

Appendix C GEPA 427 Statement

Information Regarding Equitable Access to and Participation in the Programs included in the Idaho Consolidated State Plan

The Idaho State Department of Education (ISDE) adheres to Section 427 of the General Education Provisions Act (GEPA). In carrying out its educational mission, the Idaho State Department of Education will ensure to the fullest extent possible equitable access to, participation in, and appropriate educational opportunities for individuals served. Federally funded activities, programs, and services will be accessible to all teachers, students and program beneficiaries. The ISDE ensures equal access and participation to all persons regardless of their race, color, ethnicity, religion, national origin, age, citizenship status, disability, gender or sexual orientation in its education programs, services, and/or activities.

For state-level activities as well as all other activities supported by federal assistance through our electronic grant application, ISDE will fully enforce all federal and state laws and regulations designed to ensure equitable access to all program beneficiaries and to overcome barriers to equitable participation. The ISDE will hold LEAs accountable for ensuring equal access and providing reasonable and appropriate accommodations to meet the needs of a diverse group of students, staff, community members and other participants.

Steps taken to ensure equitable access may include, but are not limited to the following; developing and administering a pre-participation survey to all potential participants in order to identify special accommodation needs (i.e., wheelchair access, assistive technology, transportation assistance); holding program related sessions/activities in Americans with Disabilities Act (ADA) accessible and compliant facilities; printing materials in multiple languages, when appropriate; offering multi-lingual services for participants and others as needed and appropriate; responsiveness to cultural differences; fostering a positive school climate through restorative practices; conducting outreach efforts and target marketing to those not likely to participate; making program materials available in braille or via audiotapes, when appropriate; providing assistive technology devices to translate/make accessible grant and program materials for participants requiring such accommodations; using technologies to convey content of program materials; using materials that include strategies for addressing the needs of all participants; pre-program gender and cultural awareness training for participants; development and/or acquisition and dissemination of culturally relevant and sensitive curriculum and informational materials; use of transportation services that include handicapped accommodations; transportation vouchers or other forms of assistance, on an as needed basis, to members (including teachers, students, and families) who must use public transportation to attend program activities.

Appendix D Research Supporting Educator Mentoring Focus

Burkhauser, S., Gates, S. M., Hamilton, L. S., & Ikemoto, G. S. (2012). First-Year Principals in Urban School Districts: How Actions and Working Conditions Relate to Outcomes. Technical Report. Rand Corporation.

Potemski, A., & Matlach, L. (2014). Supporting New Teachers: What Do We Know about Effective State Induction Policies? Policy Snapshot. Center on Great Teachers and Leaders.

Strong, M. (2006). Does new teacher support affect student achievement? (Research Brief). Santa Cruz, CA: New Teacher Center. Retrieved from http://www.newteachercenter.org/sites/default/ files/ntc/main/resources/BRF_

Villar, A., & Strong, M. (2007). Is mentoring worth the money? A benefit-cost analysis and five-year rate of return of a comprehensive mentoring program for beginning teachers. ERS Spectrum, 25(3), 1–17.

Appendix E

Psychometric Summary of AdvancED's Student Engagement Survey

Purpose

The purpose of this report is to provide an overview of the psychometric properties of AdvancED's Student Engagement Survey. It is based on a pilot study AdvancED conducted with a total sample size of 20,494 students. The representative sample of students spanned three states: Alabama, North Dakota, and South Carolina. The characteristics of the sample are shown in Table 1 below. Special attention was given to the oversampling of minority groups within the original sampling framework in order to test for any bias that could have arisen between testing groups based on any demographic characteristic.

Table 1. Sample Size of the Pilot Study with Race Percentages by Groups

Race/Ethnicity	High School	Middle School	Elementary School
American Indian or Alaska Native	1.0%	2.0%	2.7%
Asian	1.5%	0.9%	0.9%
Black or African American	27.1%	27.6%	27.1%
Native Hawaiian or Other Pacific Islander	0.4%	0.4%	0.6%
Two or More Races	7.0%	10.8%	10.2%
White	59.9%	55.9%	55.2%
Unknown	3.1%	2.4%	3.3%
Actual Sample Size	6514	6880	7100

Overview of the Student Engagement Survey

The Student Engagement Survey was designed to measure elementary, middle and high school student engagement through student opinions about their learning experiences. The 20 items are categorized under the three domains of engagement type (behavior, cognitive and emotional). These domains are then broken down further by three components of engagement quality – committed, compliant and disengaged. Finally, each component is aligned to two levels. Thus, the committed component has an "invested" or "immersed" level; the compliant component has a "strategic" or "ritual" level; and the disengaged component has a "retreatism" or "rebellion" level.

Results are categorized by engagement type and quality of engagement. Survey results provide a useful summary of the detailed information represented in students' responses and provides information relative to a benchmark. A respondent who finishes the survey is labeled as Committed, Compliant, or Disengaged for each of the three domains. This label is based on

which component of engagement the respondent answers the majority of the time within each factor. It should be noted that the Behavioral domain has six items which means it is possible that a respondent has an even number of responses across two or more components. In these cases, the respondent would be labeled as having a "mixed engagement type. The percentage reported for each domain is calculated by counting the number respondents in each domain out of the total number of respondents taking part in the survey. The percentage reported for each component of engagement is calculated in the same way.

Reliability and Validity

Data from the pilot were used to examine the reliability and validity of the three versions of the instrument – elementary, middle, and high school students. Reliability was tested using Cronbach's Alpha, with values of .7 and above representing adequate internal consistency (see Table 2). The Middle and High student groups of the Student Engagement Survey fall within the "good" range for reliability. The exception in this case is the Elementary students where the reliability was found to be closer to "adequate". It is theorized that drop in reliability may actually be a byproduct of the respondents ages and mental capacity as opposed to survey content. All three groups received survey questions that are similar in content with some differentiation among groups.

Table 2. Reliability of Student Engagement Surveys.

Group	Reliability
High School	0.80
Middle School	0.80
Elementary School	0.67

Construct validity was examined using confirmatory factor analysis. Table 3 below shows the results of the CFA across several common fit indices. All values in Table 3 represent good fit of the data to the model across all of the fit indices. "Good" is defined as Root Mean Square Residual (RMSR) and the Root Mean Square Error of Approximation (RMSEA) less than 0.05 and Goodness of Fit Index (GFI), Comparative Fit Index (CFI) and Normed Fit Index (NFI) between 0.90 and 0.95.

Table 3. Three Factor Fit Indices for Student Engagement Surveys.

Group	RMSR	RMSEA	GFI	CFI	NFI
High School	0.0132	0.0339	0.9795	0.9420	0.9341
Middle School	0.0133	0.0342	0.9770	0.9385	0.9341
Elementary	0.0095	0.0259	0.9860	0.9422	0.9311

Rasch Results

Each individual item was reviewed using a Rasch analysis, utilizing several fit indices to determine how well the items performed. Across all three forms, 3 of items on the high school form, 3 items from the middle school form, and 1 item from the elementary form were considered "on bounds" meaning their values were close to the threshold values used to determine item fit. All other items were within commonly accepted parameters and considered to be functioning exceptionally well within the confines of the instrument. A table of these values is not presented given the large number of items but is available upon request.

Differential Item Functioning Results

Similarly, Differential Item Functioning (DIF) analysis was conducted to examine the performance of items in relation to different demographic groups. As an example, Table 4 shows the results of DIF analysis for a single survey item that tests bias relative to two race categories. DIF test values for item #12: "The skills I am learning in class…" are included in Table 4. Mantel-Haenszel P-Values greater than 0.05 and effect sizes less than the absolute value of 0.25 are labeled as not having bias between the groups being investigated. In other comparisons where DIF was indicated, we believe it is an artifact of sample size (for example, American Indian and Alaska Native) but AdvancED will continue to monitor this as more respondents use the measure.

Table 4. DIF Results for Item #12 Based on Black/African American versus White Race Categories for all Subgroups.

Group	Mantel-Haenszel P-Value	Effect Size
High School	0.0750	0.00
Middle School	0.2289	0.00
Elementary School	0.1331	0.03

ESSA Plan, North Dakota Department of Public Instruction, 31 Aug. 2017, pp. 422–423., www.nd.gov/dpi/SchoolStaff/SSI/ESSA/plan/

Public Comment - ESSA Plan Proposed Changes

I am writing concerning the EL program proposed exit criteria.
Our district does not feel comfortable sending students to the general classroom with potentially only 3.5 (developing) in certain areas.

The 4.0 in each content area with a skill level labeled as expanding is much more appropriate due to making sure EL students are actually ready for the classroom.

Possibly lowering the overall proficiency level to a 4.5, then having students still score a 4 in each area is what our district is much more comfortable with when we look at our students that are newly considered "Fluent" due to the ELMS database requirements done recently. Too many of these students are struggling with the academic language, and we were told that we could only request a select few to request to re-enter the program.

It seems to us that all the state is doing is lowering the expectations instead of focusing on what EL programs need statewide. With lower numbers, less funding is needed.

Thank you
--
Megan Becker
Gooding School District

Good evening,

I would like to share my comments on the proposed amendment regarding exiting criteria for English Language Learners on the ACCESS 2.0 summative English assessment. The proposed change is as follows:

A student is considered proficient when they meet the State defined exit criteria for English Language Proficiency. Proficiency is a composite score equal to or greater than 4.2, with scores in the domains of reading, writing and listening equal to or greater than 3.5.

While I do appreciate the effort being made to be able to support LEAs in exiting long-term ELs, I do not believe that the answer is in lowering the exiting criteria. If a student is not meeting exiting criteria, lowering the expectations for that student makes me-as the instructor-feel like less of a failure, but it does not properly allow students to reach a level of English proficiency to be successful without additional linguistic supports. If a student exits the LIEP in a district, it should be because they are fully self-sufficient and ready to take on the challenges of the unsupported classroom and I do not believe that a level “4” on the ACCESS 2.0 proves that self-sufficiency yet. I like to think about this issue as a former triple and long jump coach in track and field: if an athlete doesn’t make the minimum requirements to compete in the State Athletic Competition, then I need to work harder and provide additional resources to that student to develop him/her to be able to make the minimum requirement, not lower the expectation. To me, the answer to exiting long-term ELs is not in lowering the expectation for them on the ACCESS 2.0, because we have raised the expectation for them on other high-stakes testing; the answer is in providing additional resources and scaffolding to be able to meet the exiting criteria that matches the expectations

of the general education classroom. To be able to exit more students, we need additional resources, not lower expectations.

Thank you for your time.

Todd Zollinger
ESL Coach/Coordinator
Jefferson Joint School District #251
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208-745-6693 ext. 1123

Looking over the proposal, I am concerned with the 4.2 Overall and 3.5 in reading, writing, and listening. I feel that 3.0 - 4.0 should not be at the exiting level because it only shows intermediate proficiency. I think it would be a detriment to exit students when they clearly need more support in their language development.

In appreciation,

Debbie Line
EL Instructional Coach
West Ada School District
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I would like to thank the state for the transparency with which this accountability system was reported, the transparency of the data, and its willingness to reevaluate and rethink the system. I also appreciate the opportunity to provide feedback.

I applaud the proposal that a school will not be identified for TSI where the subgroup meets or exceeds the state's interim progress goal for the metric. In West Ada, a number of our schools identified for TSI are very high performing and their sub-groups achieve at high levels far exceeding state averages and interim goals.

Please reconsider how the computations are done for the subgroups with disabilities and EL. Many of our schools were identified TSI for Students with Disabilities. Please consider the fact that when we move a student with a disability to grade level benchmark we typically exit them from special education. As we exit students from the program they are no longer in the cohort. Subsequently, schools that are highly effective at moving IEP student to grade level will continue being identified for TSI because the students they have remediated are exited and new students from their pre-school programs replace them. Additionally, low performing schools will never be identified simply because the non-disability group is achieving at such low levels there is never a 35 % gap in achievement. The state is identifying high performing schools that do a fabulous job of moving their students with disabilities to grade level and exiting them from the program while overlooking very low performing schools overall that need to improve. I don't believe that was the state's intent.

The proposed changes for language learners are the most concerning to me. These growth targets appear to be more realistic and achievable then the seemingly rather arbitrary metric scale score growth of seven years or graduation. I support the proposed growth metrics on Table 6a Idaho Expected Growth to English Language Proficiency. This is particularly true of the non-English speaking high school students that arrive in our district.

However, I have concerns with the new proficiency scores. Looking at our 2018 ACCESS data, when coupled with the EL student status changes that have already been made by the state, we will be exiting as many as 500 EL students that we don't consider ready for the lack of support. Although the state feels that other states have lower their criteria in this regard and students have done fine, it must be noted that most states require teachers have some sort of additional EL certification to teach in general education. Idaho does not. For most of our exiting EL students, they would be left in a general education classroom where the teacher is unprepared to properly support them. I don't think it is much of a stretch that many of these students will then be referred to special education.

Three-year calculations for student achievement factors: I have discussed this with others in my district and we agree there is no problem with using the three-year calculations for determining the ESSA achievement factors. Our understanding is this method and the data will be used solely for the ESSA calculations and will not appear on the School Report Card and any public release of the data will be accompanied with a full explanation of what the data is, what it is used for and how it is calculated. I can see the potential for confusion when two potentially conflicting reports of student achievement levels are released in the same year.

Five-Year cohort graduation rate for alternative high schools: I enthusiastically endorse this change for the alternative schools. Given the nature of alternative high schools and the number of credits our students often have to recover our 5 and 6 year graduation rates are far higher than our 4 year rate.

Small school accountability: My district, West Ada, does not have any school that meet this criteria, however; as a general principle believe all schools should be held to the same accountability standards.

Please feel free to contact me if you would like to discuss any of this feedback. Thank you.

Denise Shumway
Director of Federal Programs and Academic Support
WestAda School District
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(208) 350-5053
FAX (208) 350-5959

General Comments: We applaud the state for the transparency with which this accountability system was reported, the transparency of the data, and its willingness to reevaluate the system seeking to improve it. We very much appreciate it.

Proposed Targeted Support and Improvement changes:

We endorse the proposal that a school will not be identified for TSI where the subgroup meets or exceeds the state's interim progress goal for the metric. Many of our schools identified for TSI are very high performing and their sub-group's achieve at high levels far exceeds state averages and interim goals.

We would like you to consider how the computations are done for the subgroups with disabilities and is EL, particularly with disabilities. Many of our schools were identified TSI for Students with Disabilities. We'd like you to consider the fact that when we move a student with a disability to grade level benchmark we typically exit them from special education. As we exit students from the program they are no longer in the cohort. Subsequently, schools that are highly effective at moving IEP student to grade level will continue being identified for TSI because the students they have remediated are exited and new students from their pre-school programs replace them. Additionally, low performing schools will never be identified simply because the non-disability group is achieving at such low levels there is never a 35 % gap in achievement. The state is identifying high performing schools that do a fabulous job of moving their students with disabilities to grade level and exiting them from the program while overlooking very low performing schools that need to improve.

Three-year calculations for student achievement factors: We see no problem with using the three-year calculations for determining the ESSA achievement factors. Our understanding is this method and the data will be used solely for the ESSA calculations and will not appear on the School Report Card and any public release of the data will be accompanied with a full explanation of what the data is, what it is used for and how it is calculated. We don't mind the method. We do see the potential for some very real confusion among stakeholders when two potentially conflicting reports of student achievement levels are released in the same year.

Five-Year cohort graduation rate for alternative high schools: We wholeheartedly endorse this proposal. Given the nature of alternative high schools and the number of credits our students often have to recover our 5 and 6 year graduation rates are far higher than our 4 year rate.

Proposed Changes for language learners: We support the proposed growth metrics on Table 6a Idaho Expected Growth to English Language Proficiency. These growth targets appear to be more realistic and achievable then the seemingly rather arbitrary metric scale score growth of seven years or graduation. This is particularly true of the non-English speaking high school students that arrive in our district.

There are some concerns with the new proficiency scores. Looking at our 2018 ACCESS data we would have exited an additional 246 EL students from the program. Whether these students would be successful in the regular academic environment without the additional EL support they are receiving seems to be the primary question / concern.

Small school accountability: W do not have any school that meet this criteria, however; as a general principle we do believe all schools should be held to the same accountability standards.

Please consider one plan per school: We had an alternative middle school identified for CSI UP and ATSI. The state requested a plan for each identification. We are actually talking about the same school and the same students. Requiring two plans is redundant and not a good use of the school leadership team's time. Could we please give this some consideration going forward?

Joseph Kelly
Assessments and Accountability Administrator
West Ada School District
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EL Exiting Criteria - In agreement with comment written by Diane Olivia:

Thank you for the active discussion and support of our district's EL students. The current ACCESS is rigorous and expects students to have strong language skills prior to exiting EL services, but what I didn't get to is what some other states are doing with their exiting criteria based on ACCESS scores. There are states who have lowered the criteria to try to match their state's expectation of how long students' should take to acquire language. The problem with this is all students acquire at different rates of time and if states are going to lower the number of years, it should be base on language research, not on some arbitrary number. The five-year mark does not support any language acquisition research. Our district supports many refugee students who are between eight and eleven years to fluency. Taking into count other factors, some students may need support into their adulthood. I have not looked at all the states' exit criteria, but the lowest one I did find was Massachusetts. They have changed their exit criteria to 4.2 overall and 3.9 in literacy. There are also states with much higher exit criteria than we have currently. I strongly believe the students literacy scores should be at least a 4.0 on the ACCESS, even if the state lowers the overall composite score.

Food for thought:

Idaho State's EL Exit Criteria 2017-2018 requires a 5+ on the composite and 4.0+ on all domains.

The SDE proposal for this spring's ACCESS will be 4.2 composite and 3.5 in reading, writing and listening.

* Scores of 3.0-4.0 are indicative of students at the intermediate level of acquiring language
* Students scoring at the literacy levels proposed generally have low IRI, ISAT, and map scores, indicating the need for additional language support
* General education teachers do not have the specialized training to address specific language acquisition needs on top of all they already do
* Putting the burden of students' language acquisition needs on the general education teacher will put undue stress on teachers, stretch the school's systems and may (Based on my experience, I believe this is a given) lead to many students not being successful in school
* Supporting students only at the beginning levels and not at the intermediate levels of language acquisition is an OCR concern

ESSA Plan Proposed Changes - In agreement with comments written by Joe Kelly:

General Comments: We applaud the state for the transparency with which this accountability system was reported, the transparency of the data, and its willingness to reevaluate the system seeking to improve it. We very much appreciate it.

Proposed Targeted Support and Improvement changes:

We endorse the proposal that a school will not be identified for TSI where the subgroup meets or exceeds the state's interim progress goal for the metric. Many of our schools identified for TSI are very high performing and their sub-group's achieve at high levels far exceeding state averages and interim goals. We would like you to consider how the computations are done for the subgroups with disabilities and is EL, particularly with disabilities. Many of our schools were identified TSI for Students with Disabilities. We'd like you to consider the fact that when we move a student with a disability to grade level benchmark we typically exit them from special education. As we exit students from the program they are no longer in the cohort. Subsequently, schools that are highly effective at moving IEP student to grade level will continue being identified for TSI because the students they have remediated are exited and new students from their pre-school programs replace them. Additionally, low performing schools will never be identified simply because the non-disability group is achieving at such low levels there is never a 35 % gap in achievement. The state is identifying high performing schools that do a fabulous job of moving their students with disabilities to grade level and exiting them from the program while overlooking very low performing schools that need to improve.

Three-year calculations for student achievement factors: We see no problem with using the three-year calculations for determining the ESSA achievement factors. Our understanding is this method and the data will be used solely for the ESSA calculations and will not appear on the School Report Card and any public release of the data will be accompanied with a full explanation of what the data is, what it is used for and how it is calculated. We don't mind the method. We do see the potential for some very real confusion among stakeholders when two potentially conflicting reports of student achievement levels are released in the same year.
Five-Year cohort graduation rate for alternative high schools: We wholeheartedly endorse this proposal. Given the nature of alternative high schools and the number of credits our students often have to recover our 5 and 6 year graduation rates are far higher than our 4 year rate.
Proposed Changes for language learners: We support the proposed growth metrics on Table 6a Idaho Expected Growth to English Language Proficiency. These growth targets appear to be more realistic and achievable then the seemingly rather arbitrary metric scale score growth of
seven years or graduation. This is particularly true of the non-English speaking high school students that arrive in our district.
There are some concerns with the new proficiency scores. Looking at our 2018 ACCESS data we would have exited an additional 246 EL students from the program. Whether these students would be successful in the regular academic environment without the additional EL support they are receiving seems to be the primary question / concern.
Small school accountability: We do not have any school that meet this criteria, however; as a general principle we do believe all schools should be held to the same accountability standards.

Thank you,

Cindy Sisson
Director of Curriculum and Instruction
West Ada School District
1303 E. Central Dr
Meridian, ID 83642
(208)350-5066

To whom it may concern,

For the past 27 years, I have been an educator. During that time, I have taught standard elementary, middle school, and high school. Likewise, besides mainstream, I have also been an EL teacher and coach. I feel that the amendments to Idaho's new accountability plan may potentially adversely affect students.

If Idaho is planning on lowering the number of years it expects students to acquire proficiency in English to five years, the change should be based on language acquisition research. Although the five year timeline may be sufficient for some EL students, the timeline would be too stringent for refugee students who may not be literate in their first language or other at-risk EL students who struggle in literacy. Just as all mainstream students do not benefit from a one-size fits all education, this five year expressway for language acquisition would leave our most at-risk students stranded on the side of the road. What would be the route for those students? Would they be immersed with teachers who are not highly-qualified in language acquisition to meet their needs? General content teachers already have enough on their plates. Who will monitor the increased number of exited students in their courses? If they struggle,

what instructional and designated supports can we offer these learners who no longer have the EL designation and are to be treated as every other mainstream student?

Taking into consideration the goals of the plan and looking at current data, I believe it would be wise to more gradually wean students from programs as they become more proficient in English.

I applaud the team in analyzing current the plan and making sure it is efficacious in accomplishing the goal of success for all of our students. Our students and their diverse language and cultural needs deserve a plan that is flexible, but with high expectations.

Respectfully,

Leslie Williams
EL Instructional Coach
West Ada School District
EL Intake Office: 208-350-5100
Leslie's Direct Office Number 208-350-5140
EL Intake FAX 208-350-5959
williams.leslie@westada.org

To Whom it May Concern,
I work with English learners every day. I do not believe that exiting them using the new criteria will benefit them in any way. Students testing at this level have historically needed more language interventions than their native English speaking peers. If we exit them before they are ready, we will be placing a huge amount of stress on both the EL students and the general education teachers, who do not have sufficient training to support intermediate English learners in the way that they need. Targeted instruction in language acquisition is vital at that level for our English learners, and we need to keep them in the program, not exit them.

Thank you for considering my input,

Mariah Averett
ESL Teacher
Frontier Elementary
208-350-4190

To Whom It May Concern,

Lowering scores to exit the EL program may lead academic stress to general education teachers. Scores of 3.5 in reading, writing, and listening and 4.2 composite are at the intermediate level of acquiring language acquisition. Students are not ready yet to go back to the mainstream classroom. EL students , particularly African students, need more support than others. It takes EL students from 9-12 years to be able to meet the standard English proficiency like native English speaking students.

My experiences and practices suggest that we stay with the existing criteria ,a 5+ on the composite and 4.0+ all domains. Hope this input helps guide your decisions.

Respectfully,
Chitlada Patchen
EL Teacher
Frontier Elementary School

To whom it may concern,
Thank you for the opportunity to provide comments on the amendments to Idaho's Consolidate Plan. My comments are as follows:
1. I support the amendment on page 35 that reads, "A school will not be identified for TSI where the subgroup performance meets or exceeds the states (sic) interim progress goal for that metric." It is important to realize that despite the existence of a 35% gap between subgroups, the student group is performing at or above expectations by meeting interim targets and should not be penalized for having a high performing population.
2. I support the amendment regarding TSI indicators beginning on page 34 and ending on 35 that reads, "The same methodology will apply to each indicator used to identify schools for Comprehensive Support and Improvement." Besides streamlining the methodology, this change would also remove indicators from TSI that may not be appropriate measurements for identifying schools needing extra supports. An example is using the Advanced Math indicator to identify schools that meet the gap threshold for students with disabilities compared to students without disabilities. It makes little sense for Advanced Math to be an indicator of a school's need for supports with their special education program.
3. I noticed that there has not been an amendment to the 35% gap threshold used to identify schools for TSI. According to 2017-18 data posted on other states' websites, states that use the Smarter Balanced assessment for ELA had an average proficiency gap between students with disabilities and students without disabilities of greater than 40%. Furthermore, the national average gap in ELA NAEP scores at or above Basic (NAEP 'Basic' aligns best with Smarter Balanced 'Proficient') was 41%. Based on this information, I believe discussions need to continue around this to determine whether the 35% gap is a sufficient measure of a program's needs for additional supports.
4. These changes do not address the minimum n-size of 20 students. As I understand that with a small minimum n-size the measures become sensitive to each individual student, the minimum n-size of 20 excludes schools (especially for TSI subgroups) that may need extra supports but cannot be identified because they do not meet the n-size requirement. Discussions should continue around the minimum n-size to ensure the proper schools are being targeted for additional supports. Along the same line, I would like to see schools who are excluded from TSI due to small n to be included in the qualitative review process conducted for CSI.
To whom this may concern,
I am an EL Coordinator and teacher for students grades K- 12 and find the WIDA Access Assessment a useful tool and find many of the available resources very helpful. Upon review of comparable data from many of my students, I noticed that they have scored an "Advanced" score on the Idaho State Assessment Test (ISAT) and have fantastic grades in their classes, yet still have a less than proficient score in the WIDA Access EL proficiency test. Please reconsider the standards used for exit criteria. They seem high compared to other assessments given to all students in Idaho.
Thank you.
Sincerely,
Catherine Griffin
EL Instructor and Special Programs Coordinator
North Star Charter; Eagle Idaho

Saludos,

I see both sides of the coin on whether to amend EL Exit criteria for EL students based on Access scores, and I would like to express my thoughts on the matter. Because I have been an ENL teacher for the past 12 years, I understand the discrepancy between my students' language skills and the results of the annual Access assessment; it often does not reflect their actual English language abilities.

I also have referred to the data and analysis presented regarding WIDA and the Access results across the consortium states. Additionally, I have had conversations with other district EL directors/coordinators and discussed the disconnect between the scores of the different domains--emphasis on low Speaking scores (i.e. 6.0 Listening, 4.3 Reading, 4.4 Writing, 1.3 Speaking). I do have some concerns about how "stakeholders" will understand the intricacies of the Access test and scores and how adjusting the exiting criteria is not lowering the standards.

Now, this being said, I would like to point out that for the lower grade levels, our district had superb scores on Growth Toward Proficiency; meanwhile the middle and high school scores were a bit dismal. Thus, I'm wondering how the formula for Growth Toward Proficiency will change and how it will affect both elementary and secondary levels.

Overall, I see the logic behind the proposed amendments--just worried about how it will be explained in "layman's" terms to help people without a linguistics background understand this proposed measure.

Thank you for your consideration of my commentary.
--
Shani Cummins
EL Program Coordinator
Caldwell School District #132
208-455-3300 ext. 2315

Thank you for sharing.
I appreciate the progress and attention to adjusting the scores for exit and progression list. They are all great base lines.
I would like to see speaking domain part of the calculation to exit. I understand technology has been challenging. I have ran language test that have had successful measures for all language domains.
I wish as a Latino parent that bilingual literacy would be an option. Spanish is dominant language in Idaho. Teaching all students Spanish and English would make Idaho students marketable internationally.
My child is going to a district that refused to acknowledge the voice of Latinos 4 years straight.
My feedback is to have Idaho get their biliteracy seal.

Respectfully,

Dalila Martínez-Roberts
#IdahogrownLatina
#IamSpanishspeakingIdahoans

Dear SDE staff,

This email is in reference to the newly proposed EL exit criteria. I acknowledge that it has been difficult to find domain levels that best represent a student's ability to access general content without additional language supports, however multiple pieces of evidence in our district does not support the proposed 3.5 in the reading and writing domains. Our ELD department collects multiple pieces of data from all our EL students, including, but not limited to ISAT, IRI, MAP, and WIDA benchmarks. Although there have been some adjustments with the ACCESS test over the years, there is a consistent correlation between proficient summative and formative state and district assessments and students with ACCESS domain scores of 4.0 and above. In addition, West Ada is home to students speaking over 90 languages, coming from countries all over the world. Students from war torn countries, having large gaps in schooling, and with many students who are not literate, impacts the time and support students need in order to be successful.

In conclusion, language acquisition research supports literacy being the number one factor determining language success. Lowering the overall composite score is not near the concern of lowering the literacy scores. As someone who has worked with EL students and ELD programs over the past 20 years, I'm requesting the reading and writing domains remain at 4.0 to ensure our students have a supported transition to English fluency.

Respectfully,

Dr. Diane Oliva
Federal Programs Coordinator
West Ada School District
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Idaho Consolidated State Plan
Amended January 2019

Background

- March 2018 - US Department of Education Approved Idaho's plan
- August 2018 - SDE implemented plan and identified schools under the new accountability system
- Analysis and review of the accountability system, feedback from the field and observations by our team, identified areas of the plan to clarify and improve the system

Summary of Amendments

- English Learners
  - Proficiency on ACCESS
  - Progress toward English Language Proficiency
- Comprehensive Support and Improvement
  - All Schools - CSI Underperforming
  - Alternative Schools - CSI low grad rate
- 5 Year Grad Rate
- Targeted support and improvement

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English Learners

- Proficiency and Statewide Exit Criteria based on ACCESS assessment
  - Assessed in Reading, Writing, Speaking, Listening
  - Receive a scale score and overall composite value (1-6) and scale score and achievement score for each subtest.

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More Rigorous Assessment

Domain	Weight in overall score	Combined Metric
Reading	35%	Literacy
Writing	35%	
Listening	15%	Oral Communication
Speaking	15%	

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More Rigorous Assessment

Students with an Overall ACCESS score in 2018	
Number of students	17,810
Meeting exit criteria of 4.2 Overall and 3.5 Reading, Writing, and Listening	2,826
Percent of students	15.87%
Among those meeting proposed exit criteria	
Percent proficient on the ISAT ELA	40.2%

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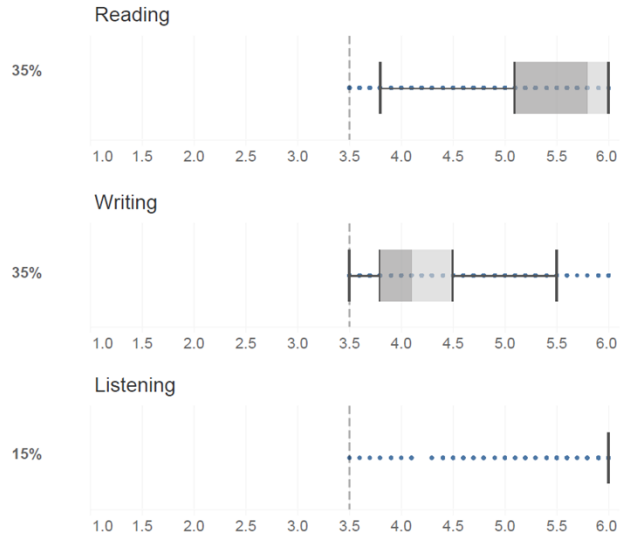
More Rigorous Assessment



The Speaking domain, not included here, is also 15% of the Overall score. Note that the Overall calculation is completed on the scale scores, not the raw scores (1-6 range). Thus, you cannot derive the Overall score based only on the reported 1-6 raw score values in each domain.

Analysis

Summary Data for Six Randomly Selected "Exited" Students

Grade Level	Reading	Writing	Listening	Speaking	Overall	ISAT ELA Performance Level
5	5.4	4.1	6	3.3	4.5	Level 3
4	5	4.1	6	4	4.5	*Level 2*
5	6	4.3	6	3.3	4.8	Level 3
3	5.3	4.3	6	2.1	4.2	*Level 2*
5	6	5.3	6	4	6	Level 4
4	5	5.7	6	1	4.2	Level 4

English Learners – Proficiency & Exit Criteria

- Previous exit criteria
  - 2016 - 5.0 overall and 5.0 in each domain
  - *2017 and 2018 - 5.0 overall and 4.0 in each domain

Amended Plan (2019)

4.2 Overall and 3.5 in Reading, Writing and Listening

English Learners Progress Toward Proficiency

- English Learners Progress toward English Language Proficiency
  - Previous metric – 7 year trajectory

Amended Plan (2019)

Starting Level	Year 1	Year 2	Year 3	Year 4	Year 5
1	1.5-1.9	2.0-2.9	3.0-3.5	3.6-4.1	4.2+
2	2.5-2.9	3.0-3.5	3.6-4.1	4.2+	
3	3.0-3.5	3.6-4.1	4.2+		
4	4.0-4.1	4.2+			
5	students are considered proficient				
6	students are considered proficient				

English Learners Interim & Long Term Goals

- English Learners
  - Updated Interim and Long Term Goals for students making progress toward English language proficiency

Amended Plan: 2018 Baseline with goals through 2023

Reduce the number of students not making progress by 1/3

2018 Baseline	2019	2020	2021	2022	2023
74.07%	75.80%	77.53%	79.26%	80.98%	82.71%

Comprehensive Support and Improvement

- CSI Identification
  - Schools performance in ELA, Math, ELA Growth, Math Growth, Graduation Rate and EL Growth to Proficiency
  - Large schools - 2018 performance
  - Small schools (less than 20 students in 2018) combined 2016, 2017 and 2018

3 Year Average Calculation

Amended Plan

School Performance is a 3 year average in metrics for all schools

Example: Large School Performance for ELA assessment

3 Year Average	2017	2018	2019	Total	Percent Proficient
# Proficient	89	79	88	256	67.36%
# Tested	130	+ 122	+ 128	= 380	

Example: School B Performance for Math assessment

# Proficient	7	4	6	17	58.6%
# Tested	11	8	10	29	

Includes All Schools

- CSI Identification
  - Inclusion of small schools and K-2 schools in accountability system

Example: School C with less than 20 students after three years

3 Year Average	2017	2018	2019	Total
# Proficient	4	4	4	12
# Tested	7	6	6	**19**

Amended Plan: Documents the Qualitative Review Process for schools with less than 20 or serving students not assessed

5 Year Grad Rate

- 5 Year Grad Rate
  - Calculated for first time for Class of 2017
  - Established baseline and long term/interim progress goals

Amended Plan (2021)

Identify Alternative Schools for CSI-Grad using 5 year grad rate

Targeted Support and Improvement

Targeted Support and Improvement

- 247 Schools identified for at least one subgroup gap
- Achievement gap of 35 points for 3 consecutive years
- The most frequent groups identified were students with disabilities and English learners

Excluding Schools Making Interim Progress

Example School	Statewide Target	
	Students with Disabilities	Non Disabled Peers
ELA proficiency	32.10% 24.4%	71.30%
Math proficiency	28.60% 24.6%	66.8%

Amended Plan (2021)
Exclude schools making interim progress goals for the appropriate subgroup and metric

Timeline

- January 11 - February 1: 21-day public comment period
- February 13 - 14: SBOE considers amended plan
- March 1: Amended plan due to US Department of Education
- August 2019: Implement changes*

Questions

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Supporting Schools and Students to Achieve

SHERRI YBARRA, ED.S., SUPERINTENDENT OF PUBLIC INSTRUCTION

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
FEBRUARY 13-14, 2019

TAB	DESCRIPTION	ACTION
1	**BOISE STATE UNIVERSITY – ANNUAL PROGRESS REPORT**	Information Item
2	**IDAHO BUREAU OF EDUCATIONAL SERVICES FOR THE DEAF AND THE BLIND – ANNUAL REPORT**	Information Item
3	**COMMISSION ON HISPANIC AFFAIRS – EDUCATIONAL PROGRESS UPDATE**	Information Item
4	**IDAHO ASSOCIATION FOR THE EDUCATION OF YOUNG CHILDREN – SCHOOL READINESS**	Information Item
5	**IDAHO PTECH - UPDATE**	Information Item
6	**K-20 PUBLIC EDUCATION STRATEGIC PLAN**	Motion to Approve
7	**COLLEGE OF EASTERN IDAHO – COMMUNITY COLLEGE DISTRICT EXPANSION – LEMHI COUNTY**	Motion to Approve
8	**DIVISION OF CAREER TECHNICAL EDUCATION – STATE PLAN**	Information Item
9	**LEGISLATIVE UPDATE**	Motion to Approve

BOISE STATE UNIVERSITY

SUBJECT
Boise State University Annual 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 and Goal 2: Educational Attainment

BACKGROUND/DISCUSSION
This agenda item fulfills the Board's requirement for Boise State University to provide a progress report on the institution's strategic plan, details of implementation, status of goals and objectives and information on other points of interest in accordance with a schedule and format established by the Board's Executive Director.

IMPACT
Boise State University's strategic plan drives the University's planning, programming, budgeting and assessment cycles and is the basis for the institution's annual budget requests and performance measure reports.

ATTACHMENTS
Attachment 1 – Boise State University Annual Progress Report

STAFF COMMENTS AND RECOMMENDATIONS
The institution annual report gives the Board the opportunity to discuss progress towards the institution's strategic plan goals, initiatives the institution may be implementing to meet those goals, and progress toward State educational system initiatives.

BOARD ACTION
This item is for informational purposes only.

Boise State University Annual Progress Report
February 2019

Strategic Plan Implementation

As Boise State lays the groundwork for a new president and strategic plan, we are using this interim year and our accreditation self-study to assess the progress, successes and remaining challenges of our current strategic plan, *Focus on Effectiveness 2012-2018.* That plan has provided the blueprint by which we are deliberately and methodically attaining our vision to become a Metropolitan Research University of Distinction.

A summary of our progress follows.

Goal #1: "*Create a signature, high-quality educational experience for all students.*"

University Foundations

Continued evaluation and improvement of our core general education offerings remains at the heart of Boise State's efforts to boost the quality of the undergraduate educational experience, learning outcomes, and success of our graduates.

Boise State implemented the Foundational Studies Program (subsequently re-branded as University Foundations) in fall 2012, updating a general education program last revised in 1984. As part of that process, a multi-disciplinary group of faculty spent two years researching best practices and exploring models from across higher education and developed a program that featured eleven institutional learning outcomes divided between disciplinary and specific skill competencies. They include: written and oral communication, critical inquiry, innovation and teamwork, ethics, diversity and internationalization, mathematics, natural, physical, and applied sciences, arts, humanities, and social sciences. These learning outcomes are mapped across the curriculum, including first-year writing courses; University Foundations (UF) 100 and 200 (specialized freshman and sophomore courses); disciplinary based courses in the humanities, social sciences, natural sciences, mathematics and the arts; a disciplinary communication course; and a capstone course known as "Finishing Foundations."

After several years the University determined that certain aspects of the program needed to be reconsidered. In 2016, the Provost and Faculty Senate called for a review of the program. Around the same time, the Idaho State Board of Education and statewide general education committee began to pursue a state-wide system approach to curricula.

To pursue this charge, a second task force on general education formed in the fall of 2016. The task force put forward a six-point plan to address concerns, while recommending additional investment to create the infrastructure typical of successful programs and necessary to ensure sustained and continuous improvement. The reconstituted General Education Committee and University Curriculum Committee approved these measures and corresponding curricular changes in the fall of 2017.

Since that time, each of the recommendations, as well as other activities focused on program improvement, are in process or have been implemented. They include:

- Expansion of the General Education Committee to include faculty subcommittees attached to each course will ensure quality and assessment at the granular, course level. The addition of forty faculty to populate these committees has significantly increased college/department/faculty investment in and governance of general education.
- The receipt of forty-two course proposals at the UF 100 level from every college on campus is a first for the program. From those proposals, thirty enhanced or new UF 100 courses will be offered 2018-2019, doubling the options available to students.
- All faculty offering courses at the UF 100 level participated in a summer course design institute facilitated by the Center for Teaching and Learning.
- Class sizes for UF 100 plenary lectures were reduced from 200 students to 100 students to provide a more manageable learning environment and better continuity.
- In the past two budget cycles, UF received $730,000 in new funding to support increased full-time instruction, professional development, and assessment.
- UF 200 streamlined its categories of inquiry, focusing on ethics, diversity, and civics. This course and its subcommittee continue to deliberate on how best to define those three categories to provide a consistent learning experience for students. The fall 2018 Deans' Council retreat focused on how to leverage this course to better institutionalize the learning outcomes of ethics and diversity.
- In summer 2018, faculty subcommittees held the first extensive review and discussion of the Foundations of the Disciplines courses.
- In fall 2018, the program convened the first-ever formation of a committee concerned with Finishing Foundations, the senior capstone course.
- The UF program is currently piloting a peer mentor program, embedding trained peer mentors in select UF 100 courses as added support for freshmen making the transition to college.
- With significant faculty and student support, the UF program terminated its contract with e-portfolio provider Digication in favor of the e-portfolio tool available through Blackboard, the campus' learning management system. This improved efficiencies—one system instead of two—and eliminated the student fee charged for the Digication service.
- The expansion of the General Education Committee provides the structure and resources to better "close the loop" on assessment efforts. The committee is instituting two key changes:
    - An annual faculty development day will be led by subcommittee faculty members.
    - A formal schedule of course review will be created that, in concert with University Learning Outcomes assessment, will provide an additional avenue for departments to make the connection between assessment

conversations and department-level actions, in order to foster continuous course improvement.

- The program name change to “University Foundations” has allowed the term “foundations” to appear in all course titles, ensuring that faculty and students understand the full scope of our general education program. Additionally, the “know, do, become” language and the overall motto of education to “make a living and make a life” has been successful for shorthand communication with parents and students.

While work remains to be done—as is almost always the case with general education—the program is better positioned to deliver on the original vision.

Program Assessment Reporting

A total of 99 degree programs - 47 undergraduate and 52 graduate - submitted Program Assessment Reports in 2016-17 and 2017-18. All reports were reviewed by no fewer than two, but typically three, reviewers. Of these,100 percent of programs defined their learning outcomes at some level of proficiency, with 87 percent of the undergraduate programs and 92 percent of the graduate programs receiving ratings of developing or proficient (the two highest categories) on the strength of their learning outcomes. Eighty-one percent of undergraduate and graduate programs received ratings of “developing” or “proficient” in measures identified and used to assess learning.

All departments are expected to continuallly evaluate student learning outcomes, but they are required to submit Program Assessment Reports every three years. This complete revamp of our methodology for program review is one of the ourgrowths of our Program Prioritzation efforts. The process is a win-win. Departments respond to the reviews with actionable steps to improve learning outcomes. Peer reviewers develop new assessment skills through training and practice, and come away with a deeper understanding about the broader university community.

New Academic Programs

Boise State continues to expand offerings in targeted areas driven by student, industry and community demand. In the past year:

New Degree-Level Programs Approved by the Board

- BA in Public Health – *fall 2018*
- PhD Biomedical Engineering – *fall 2019*

New Degree-Level Programs Launch Dates

- MS in Respiratory Care – *fall 2018*
- BA in Early Childhood Intervention (now called Blended Early Childhood/Early Childhood Special Education BA) – *fall 2018*
- BA/BFA Film and Television Studies – *fall 2018*

- BA/BFA Creative Writing – *fall 2018*
- BFA Narrative Arts – *fall 2018*

New Graduate Certificates Launch Dates

- History for Secondary Educators – *fall 2018*
- English Language Development PreK-12 – *fall 2019*
- User Research – *fall 2019*

New Undergraduate Certificates Launch Dates

- Elementary Portuguese – *fall 2018*
- Intermediate Portuguese – *fall 2018*
- Data Science for the Liberal Arts – *fall 2018*
- Security in Cyber-Physical Systems (4 focuses) – *fall 2018*
- Narrative Arts – *fall 2018*
- Principles of Grant Development and Writing – *fall 2019*
- Human Rights – *fall 2019*
- Engineering Design – *fall 2019*
- Innovation and Design: Emerging Applications (IDEA) – *fall 2019*

New Minors Launch Dates

- Geology – *fall 2018*
- Geophysics – *fall 2018*
- Hydrology – *fall 2018*
- Climate Studies – *fall 2018*
- Data Science for the Liberal Arts – *fall 2018*
- Creative Writing – *fall 2018*
- Film and Television Studies – *fall 2018*
- Korean Studies – *spring 2019*
- Critical Theory – *fall 2019*

A note on new minors — nearly all Boise State minors can be incorporated by students designing their own degrees through the Triple Discipline program, in which a student builds his or her own custom major by choosing three minors that combine into a unique multidisciplinary program that gives these graduates unique and attractive qualifications in the job market. Advisors in the College of Arts and Science help construct the degree path for each student and keep them on track and on budget.

Beyond the Major and Career Education

Efforts to boost Boise State's campus-wide commitment to ensure all students get the hands-on experiences, career guidance and skills training to succeed in their first jobs and beyond continue in multiple ways.

Beyond the Major efforts represent a university-wide commitment to offering students organized experiences outside of the classroom where they engage in deep, rich and

workplace-connected activities beyond those required for a degree. Working with departments to continue to incorporate this ethos into their programs, new initiatives include a two-year experience to help students understand and better tell their individual stories, which is vital in both deciding what careers to pursue and persuading employers to give them the chance; a job skills studio to help students determine which skills they may be lacking while they still have time to fill the gaps; and many more opportunities to help students envision their steps after college and best prepare to take them.

Beyond the Major is one outcome of a broader effort to better understand how we prepare students for their futures. Our goal is to build upon, coordinate, and strengthen work already being done in departments and divisions across campus to boost career-readiness and long-term student and alumni success. Other initiatives developed over the last year include “Make College Count!" in the Career Center and several innovative workforce preparation programs in the College of Innovation and Design.

This process began with a two-day visit with consultants at the Career Leadership Collective (CLC), which engaged more than 80 campus stakeholders and 60 campus leaders in a design thinking session on creating a coordinated career education vision. Among the findings:

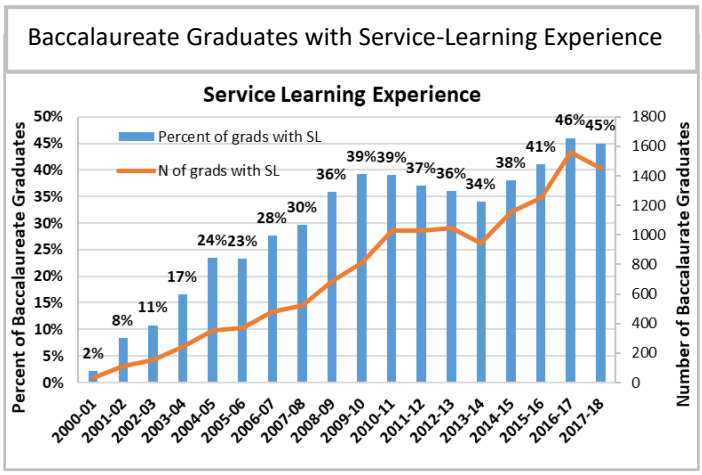
- There is a need for concrete career-related educational milestones.
- Students have diverse needs in preparing for future careers. The classroom space is uniquely positioned to meet these needs.
- Co-curricular experiences are transformative for students but need more intentional career reflection and activity embedded within them.
- External engagement with diverse companies can become more coordinated and intentional, yielding greater return for students, the campus and community.

Next steps include:

- Executive Summary Report provided: Mid-January
- Gather student input: Mid-January – Mid-February
- Report Debrief and Vision Planning: Late January
- Vision Creation with CLC: Mid-February – late March
- CLC Campus Visit to debrief on Report + Vision: April
- Empowerment/Training: May – August

Service Learning

As illustrated in the chart below, Boise State continues to expand Service Learning opportunities for undergraduates. These opportunities include nonprofits, government agencies and other organizations across the community that give students real-world, hands-on experience that allows them to apply what they are learning in the classroom.



International Student Success

Recent graduate Elena Gallina was named a Rhodes Scholar for the 2019 class. She was one of 32 people chosen for the award this year, joining students and recent graduates from universities including Harvard, Yale, Stanford, Princeton, MIT and Johns Hopkins. Gallina, who graduated from Boise State in May 2018 with a bachelor's degree in multidisciplinary studies and a minor in Arabic studies, is passionate about changing the way international governing bodies respond to disaster and the post-conflict reconstruction process.

In addition to Gallina's accomplishments, the Honors College fellowships advising team has helped 13 students land Fulbright grants to teach or do research abroad; two study languages through Boren awards; two; continue research through a Goldwater Scholarship; and one complete graduate study at Oxford University on a Marshall Scholarship, which is one of the most prestigious awards in the country.

Goal #2: "*Facilitate the timely attainment of educational goals of our diverse student population*."

Early Academic Success

Boise State continues to improve outcomes for students by boosting pass rates and reducing repeats in math and English. These efforts were recognized last year when Boise State was one of five universities in the nation recognized as a finalist for the Association of Public and Land Grant Universities' Degree Completion Award.

Pass rates in remedial math courses have more than doubled over the past nine years while repeat rates declined by more than half. Similar reforms applied to college algebra and first-semester calculus have had similar results. The For example, students who would have previously been placed in beginning algebra are instead now placed into intermediate algebra with co-remediation to increase success. If a student performs

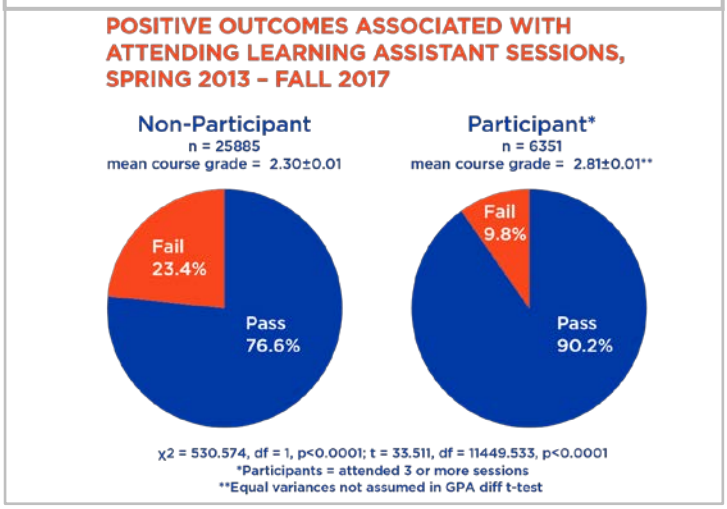
especially well in beginning algebra during the first half of the semester, they are moved into intermediate algebra for the remainder of the semester.

Repeats of lower level English have dropped by more than half and successful completion of English 102 increased by 15 percent after a series of similar reforms. The Boise State-developed "Write Class" program, which integrates students' test scores with self-assessments of their writing experiences to determine their college-level English placement. The program has been so successful that it is being replicated at other universities. And instead of pushing students into non-credit remedial training before allowing them to take required English courses, Boise State has created a successful companion course to English 101 that keeps students on time and on budget as they pursue their degrees, even if they come to the University lacking full preparation.

Learning Assistants

In the eighth year of this program of peer mentors and assistants, 170 Learning Assistants served nearly 9,500 students in math, chemistry, biology, engineering, physics, philosophy, English, criminal justice and music. Pass rates for those who participated in at least three Learning Assistant sessions increased 13.6 percent and average course grades improved by over one-half grade point.

Impact of the Learning Assistants Program

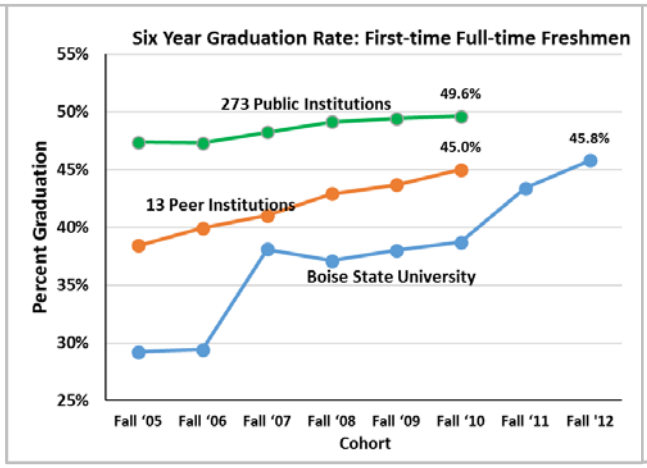


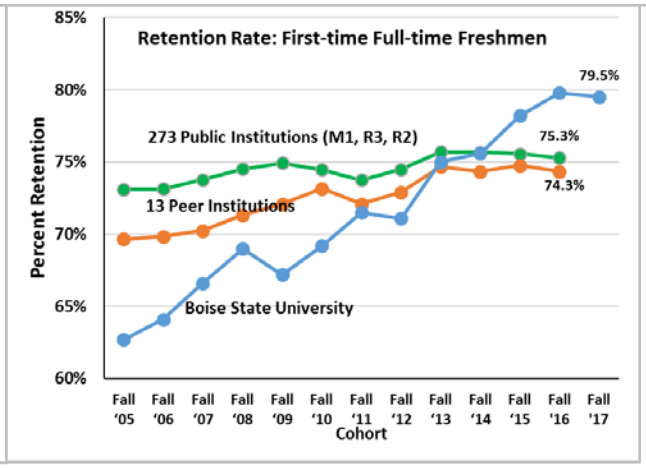
Major Retention and Graduation Rate Success, and a Major Remaining Challenge

Early education improvements coupled with Boise State's consistent push through Complete College Idaho to tackle advising gaps and bottleneck courses have resulted in a notable increase in first-year retention and graduation rates, as illustrated below.

Boise State now exceeds both sets of its peers in retention rates and has exceeded the six-year graduation rate of our 13 peer institutions.

First-Time Full-Time Retention and Graduation Rates

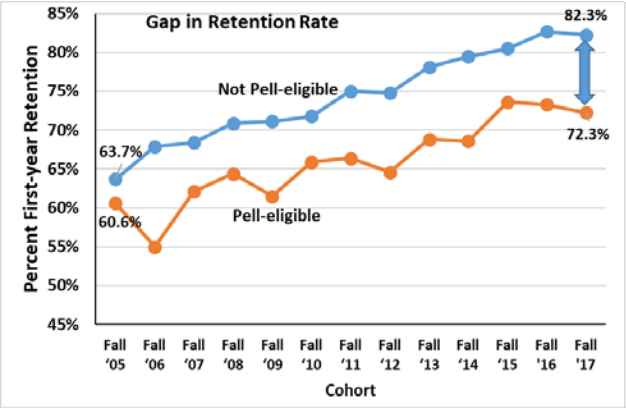


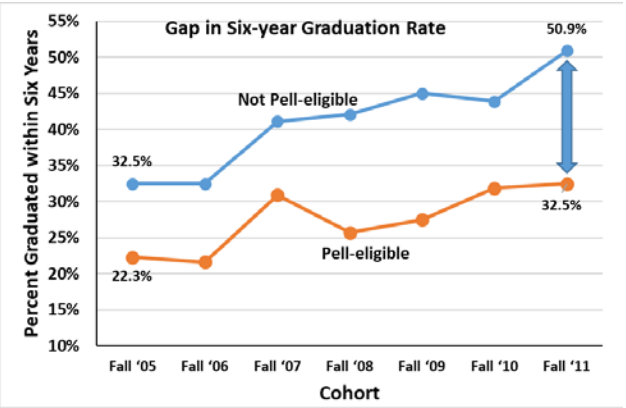


We project a six-year graduation rate above 50% for the fall 2013 class based on the progress shown by that cohort's 4-year graduation rate.

The University remains ahead of the target the Board established in 2010 for the number of graduates needed for the state to achieve its 60% goal. However, a major challenge remains for Boise State — to reduce the gap in retention and graduation rate between Pell-eligible students and those who are not Pell-eligible.

Equity Gaps in First-Year Retention and 6-Year Graduation Rates





Boise State is focusing its efforts on increasing need-based financial aid and understanding the confluence of factors that many students face, in addition to the limited income denoted by Pell-eligibility. Those factors include:

- Students who work and/or have dependents will typically have less time available for school work.

- Students who commute to campus are less likely to be engaged with campus activities and to interact with faculty members outside of class.
- Students who are first generation often won't benefit from family guidance in navigating a college degree.

Pell-eligible students who are Idaho residents have a higher probability of 1) being first-generation, 2) being commuters, and 3) having greater work and family obligations than those who are neither Pell-eligible nor Idaho residents; each of these characteristics can put a student at risk of failing to finish or failing to finish on time.

The Student Success and Retention Committee was created in spring 2018 to identify recommendations for further improving retention, early and continued academic success, and graduation for Boise State's approximately 900+ first-time-in-college commuter students. The committee offered four recommendations:

1. *Course-based interventions.* Assist faculty in designing courses that can leverage existing technological tools, new pedagogical awareness, strategies to establish a more welcoming environment, and more efficient academic interventions when needed.
2. *Eligible-Not-Enrolled outreach.* Intensive and intentional outreach to commuter students who are eligible but have not enrolled for the upcoming term. Coordinated across various units, this intervention addresses barriers to continued enrollment. In fall 2018, this effort resulted in the enrollment of and additional 177 ongoing students.
3. *Promote connection and belonging.* Increase first-year commuter students' connection to campus programs, services, and extra-/co-curricular involvement opportunities.
4. *Institutional review of policies/practices.* Undertake a thorough vetting of administrative, academic, and financial practices, policies, and procedures that create avoidable barriers to ongoing student enrollment and academic progress. As an example, a review of the policies and practices regarding the placing of financial holds on student accounts is underway, with the purpose of reducing the frequency with which students experience an often unnecessary barrier to registration.

The Division of Student Affairs recently hired a full-time Student Success Coordinator to focus on underrepresented and first-generation students. The position is intended to complement existing efforts in our TRIO programs and provide support interventions for students not currently being served. The position will oversee the handoff to Boise State of the 2017 and 2018 GEAR-UP cohorts, track student persistence each semester, and provide outreach and support throughout their college experience.

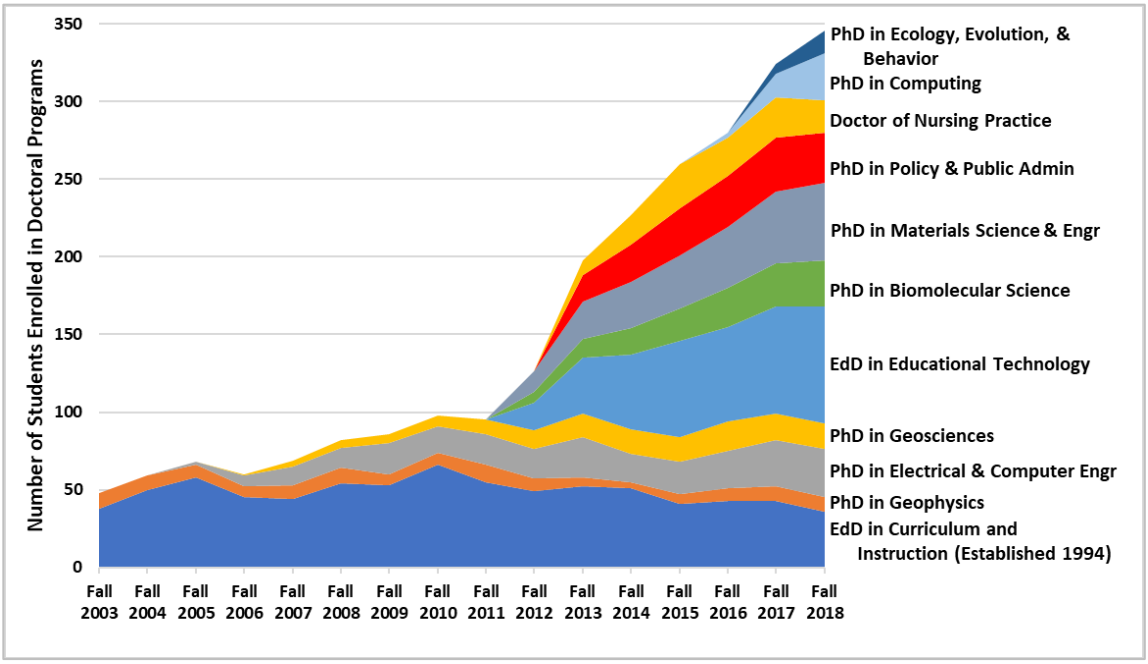
Boise State is also a member of the "Power of Publics" initiative organized and launched by the Association of Public and Land Grant Universities in fall 2018. This group will focus on:

Student access and entry into the university, with an emphasis on expanding access to diverse student populations, particularly low-income students, rural students, and American Indian populations. Recruiting and supporting transfer students is another key area for the cluster. Among the potential subtopics that will be addressed are recruiting rural students, success of returning adult students, transfer student recruitment and support, barriers for low-income students, and success of American Indian students.

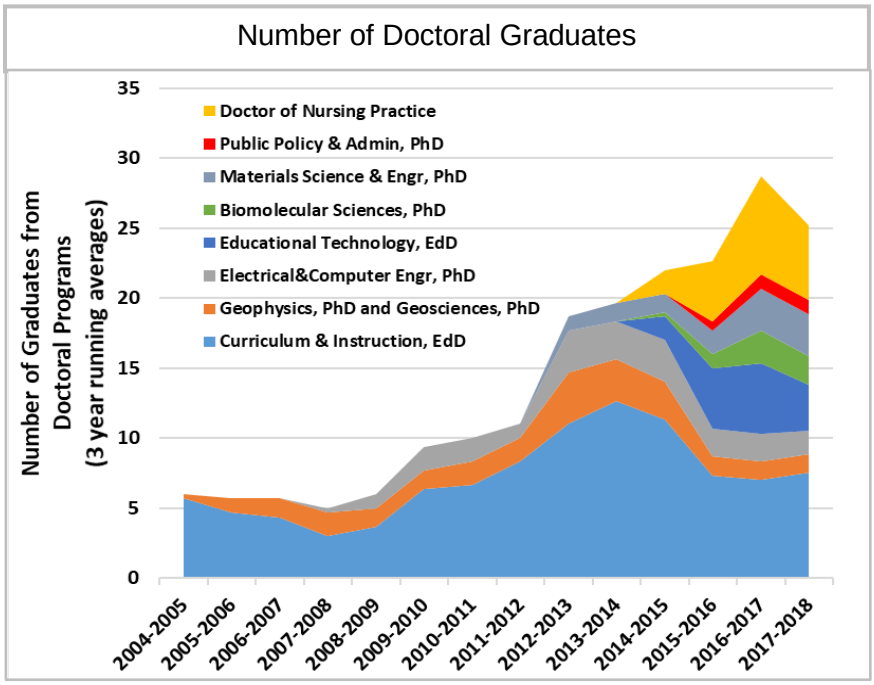
These new efforts join existing programs such as the Impact Scholars Program, aimed at supporting students who were in foster care; the First Forward Success Program, which supports first-generation students; TRiO; College Assistance Migrant Program (CAMP); McNair Scholarship Program, and many more.

Goal #3: *"Gain distinction as a doctoral research university."*

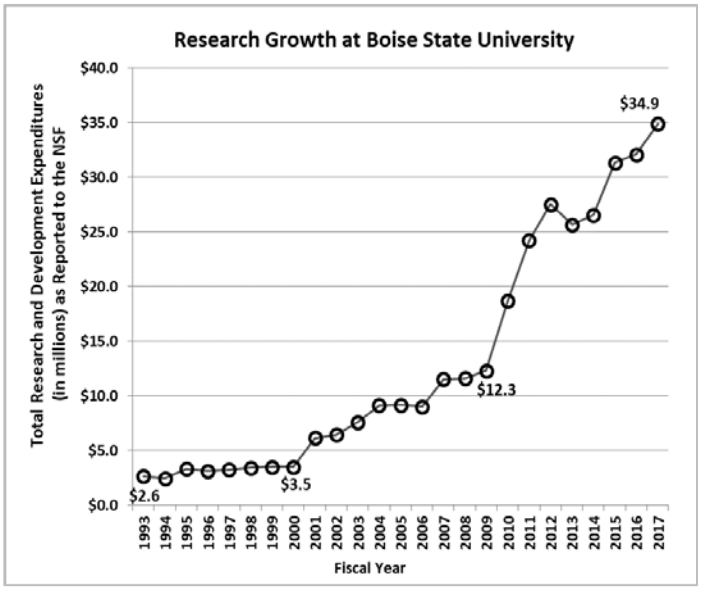
With the Board's recent approval of the biomedical Ph.D. program, Boise State now has 12 doctoral programs with approximately 350 students pursuing these degrees. Nearly all of these degrees are transdisciplinary in nature, in order to meet student and industry demand.



These programs are producing highly skilled graduates. Since 2004, the three-year running average of doctoral graduates quadrupled, and that number will continue to grow as new Ph.D. programs begin to produce graduates and additional programs are implemented.



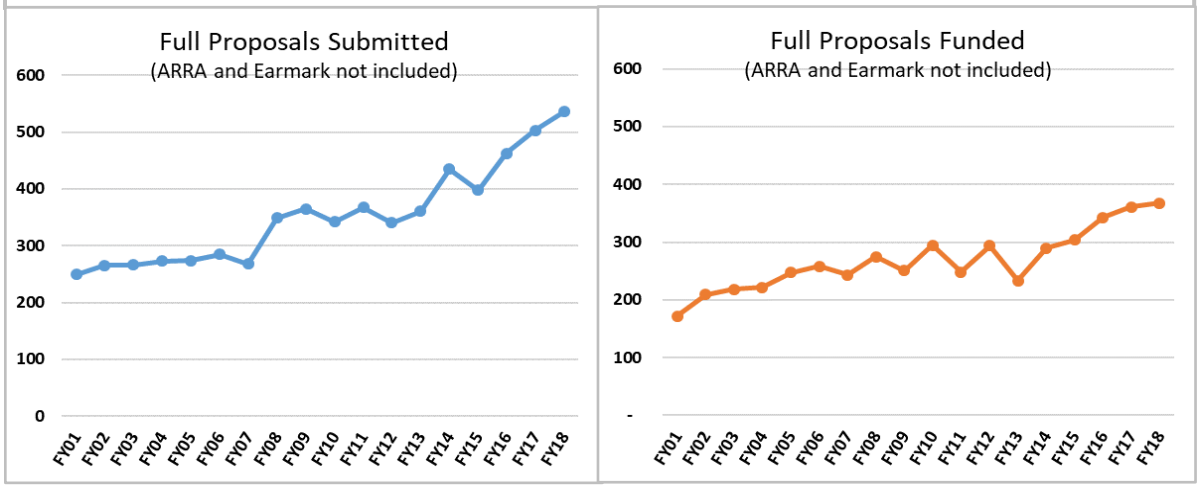
Boise State tracks enrollment in new prorams and compares that to estimates created by faculty and industry partners when first proposed. In most cases, these doctoral programs have grown faster than anticipated.



These new doctoral programs and the faculty and graduate students they bring to Boise State have rapidly contributed to the continued growth of our research expenditures.

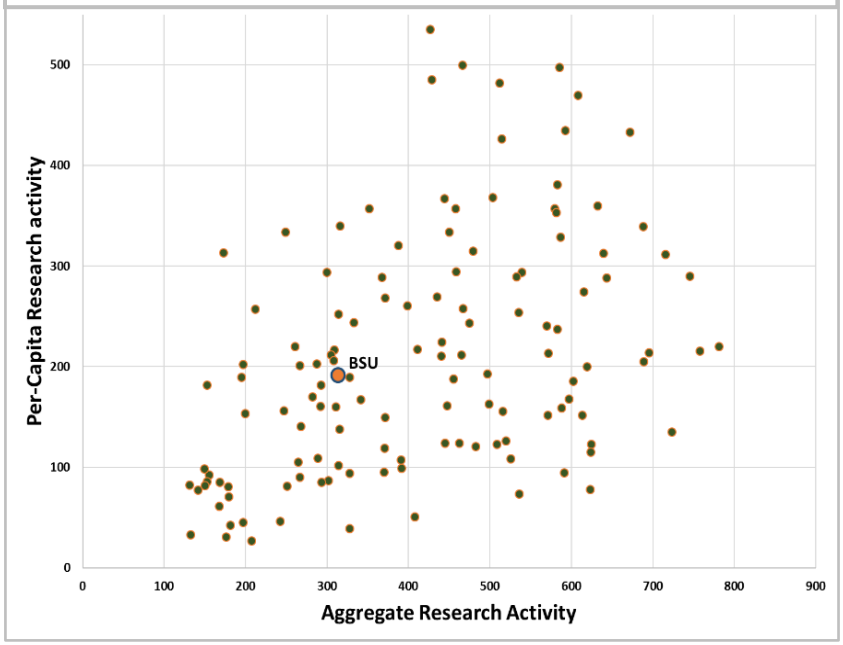
During Boise State's evolution as a research university, there have been substantial increases in the number of proposals submitted, total awards, size of grants, number and scope of interdisciplinary of grants, and complexity of awards in terms of subawards to multiple organizations.

Growth Over Time in Full Sponsored Project Proposals: Submitted and Funded



The success in growing these programs and associated increase in research funding secured by Boise State led to the university being promoted to an "R2" doctoral university with "high research activity," the same category occupied by both University of Idaho and Idaho State University. Though that category was expanded under new Carnegie definitions, Boise State's recent increase in doctoral and research production would have landed the University well into the heart of the category under even the previous definitions.

Quantification of the factors used in the Carnegie Basic Classification for 2018. Only the 129 institutions classified R2 are depicted. Each point represents an institution.



Goal #4: *"Align university programs and activities with community needs."*

Embedded in the concept of a Metropolitan Research University of Distinction is a campus-wide commitment to lead, shape, and support the economic, cultural and creative future of our metropolitan home, state and region. This commitment is manifested in how we prepare our students to be civically engaged leaders in their communities; leverage our scholarly expertise to help tackle the challenges facing our city, state and region; serve to enrich the community through cultural, educational and artistic opportunities for all. Below are some recent examples and statistics that illustrate these efforts.

Community Engagement

Boise State is recognized by two national classifications that reward a university's commitment to its community:

- In 2006, Boise State was one of 76 in the nation awarded the inaugural Community Engagement Classification from the Carnegie Foundation for the Advancement of Teaching — a distinction reaffirmed in 2015.
- In 2013, Boise State was one of just 16 institutions in the country recognized as a top Innovation & Economic Prosperity University by the Association of Public and Land-grant Universities.

School of Public Service

To change the way the next generation of public service professionals and civic leaders will be educated, the School of Public Service (SPS) has made several changes to its curricula:

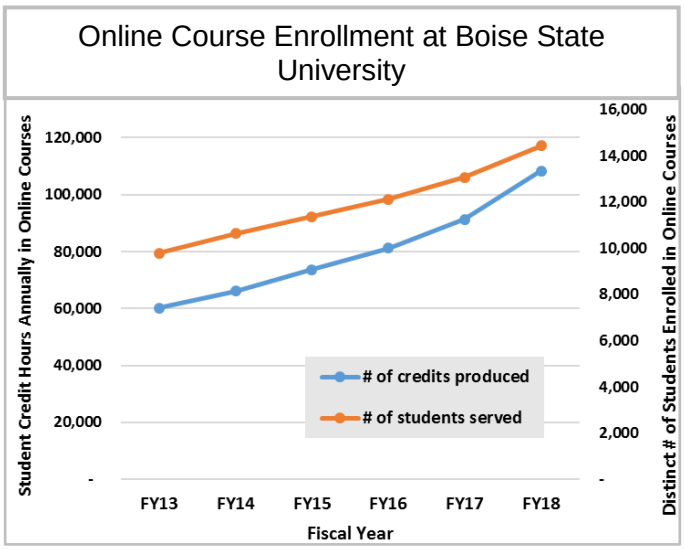
- Two new multidisciplinary academic programs (Urban Studies and Community Development and Global Studies) were launched. The existing Environmental Studies program was moved into SPS to better integrate with SPS's other programs. Each program draws faculty from across the University to ensure that students graduate with the knowledge and skills necessary to be effective leaders in the public, private, and non-profit sectors.
- SPS adopted a unified set of core courses in communication, introductory data analytics, ethics, and career planning to ensure that all its graduates have both the hard and soft skills required to serve future employers, as well as their communities.
- Each of the undergraduate programs now require students to participate in experiential learning so students have the opportunity to deepen their knowledge, sharpen their skills, and test their values in applied settings.

The University has added twelve faculty members and six full-time professional research staff. In addition, through the Idaho Policy Institute, SPS has embraced and reinvigorated the University's historical commitment to public service research by

recruiting faculty, graduate students, and undergraduate students to work in concert with state and local agencies, non-profit organizations, and the private sector around issues of workforce, transportation, and economic development. Two years after launching, the institute has completed more than three dozen projects encompassing every geographic region of the state, and has grown its staff from three to eight full-time employees and two graduate students. Projects range in cost from $1,000-$100,000 and take from six weeks to a year to complete.

Online Programs

Boise State now offers more than 40 completely online degrees and certificates, a number that is continually growing.



Among key additions this year is the nation's first online MS in Genetic Counseling. Genetic counselors help people understand and adapt to the medical, psychological, and familial implications of genetic contributions to disease.

Online courses serve traditional students, as well as those around the state and beyond. Thus, many programs at Boise State that don't yet have a fully online degree program still offer course options online. As a result, more and more students are taking advantage of this option, which can be a key factor in staying on time and on budget in the pursuit of a degree.

Lifelong Learning

Key to Boise State's efforts to engage community members in lifelong learning is the Osher Lifelong Learning Institute, which offers college-level, noncredit offerings for intellectually curious adults. The program has more than 1,600 active members; they attend events solely for the love of learning – there are no credits, no grades, no homework, and no exams. The Institute's offerings are taught by Boise State faculty members and other community experts.

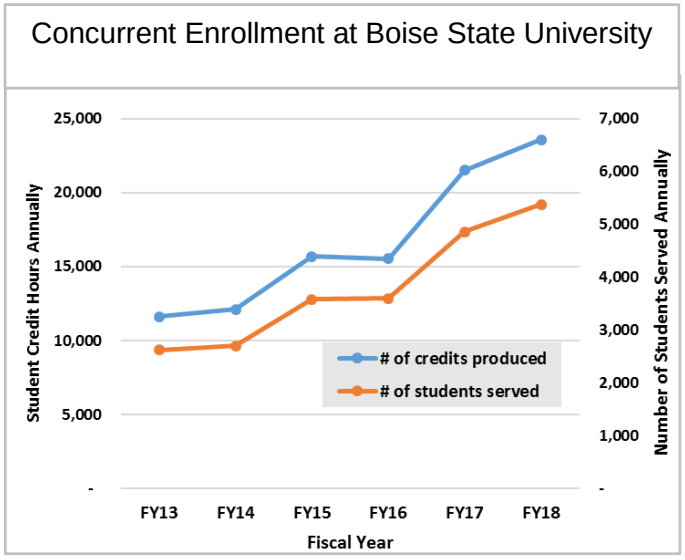
Surveys from Osher members are exceedingly positive. Although many had no previous connection to the University, members speak glowingly of Boise State faculty and the passion they have for their disciplines. In addition to their membership and course fees, 200 of the 1,600 members contributed to the Osher Excellence Fund, raising $42,000 this past year. Many Osher members also contribute to the University at large, and the Institute has been embraced by University Advancement as one of the top ways of

keeping donors engaged in the life of the University. The Institute awarded grants to University faculty totaling $15,000 last year, asking only that the faculty keep the Osher membership updated about the research they are doing.

The Boise State Alumni Association has embarked on new ways to keep graduates connected to the University and its offerings, including the BOLD — Broncos of the Last Decade — group that engages younger alumni with career and lifelong learning opportunities.

Concurrent Enrollment / Dual Credit Program

Concurrent enrollment continues to grow with the support of the Board and Legislature. The majority of Boise State's more than 5,000 concurrent enrollment students are high school students taking 1-2 courses per semester at their high schools. As with all other academic programs, academic departments oversee the curriculum, instruction, assessment, and overall quality of concurrent enrollment courses, with an emphasis on ensuring that the academic rigor of courses is equivalent to campus counterparts. Boise State has taken the extra step of having its concurrent enrollment program accredited by the National Alliance of Concurrent Enrollment Partnerships.



Cybersecurity

To meet the needs of the Idaho National Laboratory and local industry, a collaborative effort among STEM faculty at Boise State has made it possible to offer a new certificate series related to the security of cyber-physical systems. The series is the first of its kind at Boise State and care has been taken to make it widely accessible. With tracks developed specifically for students studying mathematics, electrical engineering, mechanical engineering and computer science, most STEM majors can easily add these credentials to their undergraduate learning portfolio and graduate with the necessary cyber awareness to take on real-world challenges.

Since fall of 2018, four distinct certificates related to the security of cyber-physical systems are being offered by the department: Software; Hardware and Firmware; Power Systems; and Industrial Processes.

Enriching the Community Through the Arts

Boise State serves as a major sponsor, benefactor, participant, and supporter of the arts. Every year Boise State hosts of hundreds of events that range from major theatre and musical and dance productions to poetry readings and intimate art exhibitions.

The Velma V. Morrison Center for the Performing Arts (Center) on Boise State's campus is the state's premier performing arts space and perennially named one of the top-performing university performance spaces of its size in the nation. In a typical year of hosting national traveling and local theater, music, dance and other performances, nearly 30 free events are held that give tens of thousands of children and adults access to the arts. The Center's Broadway in Boise series is a wildly successful program that brings world class Broadway shows to the local community and people who would otherwise be unable to experience such a production.

The importance of the venue has been recognized by the City of Boise, which named the Center one of the City's Cultural Ambassadors for the years 2017 and 2018.

Other major venues at Boise State include:

- Taco Bell Arena
- Benjamin Victor Gallery
- Student Union Gallery
- Visual Arts Center

Additionally, Boise State is home to:

- Idaho Dance Theater
- Boise Jazz Society
- The Gene Harris Jazz Festival
- Boise Chamber Music Series

The Center for Fine Arts and its high-touch, high-tech immersive World Museum are slated to open in fall 2019, not only providing a home for the Department of Art and School of the Arts administration, but a destination learning experience for Idahoans of all ages to experience art in ways technology is only just beginning to make possible.

Goal #5: *"Transform our operations to serve the contemporary mission of the University."*

It is not unusual for University leaders to reference "Goal 5," as it is commonly known, when working on the less glamorous tasks of increasing the sustainability, relevance, responsiveness, efficiency, productivity and quality of all the programs aimed at supporting the first four goals. As we have noted in previous reports, even the most visionary and highly-skilled leaders cannot fully achieve the mission of an institution without a robust infrastructure and effective operations.

Much of Boise State's growth, as the Board is well aware, has occurred in years when the state could not afford to fund its EWA formula, resulting in greatly reduced per-student and per-graduate funding than the average among the three other four-year public institutions in Idaho. On an aggregate per-credit hour basis, the gap in Boise State's funding compared to that average is $23 million per year. At the same time, new facilities required in response to enrollment growth and Boise State's mission as a doctoral research institution have vastly outpaced the state's system for constructing and maintaining public facilities. Consequently, a greater percentage of the students' contribution to their tuition and fees is used for this essential need.

One of the results is that the University runs extremely efficiently and effectively by virtually all comparative measures. Nevertheless, if left unaddressed, the funding gap will force difficult decisions to be made in the future. Far more detail about the evolving structural landscape at Boise State can be found in the more than 100 pages prepared for Standard 2 of the accreditation process: Resources and Capacity.

Key metrics and information pertaining to Goal 5 are summarized below.

Key Facts and Figures

Enrollment Fall 2018

Enrollment Fall 2018 (October 15 census)	**Headcount**
Undergraduate Degree-seeking	16,526
Graduate Degree-seeking	2,823
Early college	5,261
Other non-degree seeking (undergraduate and graduate combined) and audit only	930
TOTAL	**25,540**

2017-2018 Graduates

Degree and graduate certificate graduates	**Distinct number of Graduates**
Associate	118
Baccalaureate Degree	3,196
Graduate Certificate	241
Master's Degree	917
Education Specialist	16
Doctoral Degree	32
TOTAL	**4,393**

* The total of distinct graduates does not equal the sum of the graduates at each level because some students earn more than one degree (e.g., earning both a graduate certificate and a master's degree).

Employees

Employees (Nov 2018 snapshot)	Full-time	Part-time	FTE*	%
Instructional Faculty	769	739	1,015	37.2%
Professional Staff (all)	1,175	54	1,193	43.8%
Classified Staff	510	20	517	19.0%
TOTAL	**2,489**	**816**		**100%**

FTE calculation for IPEDS is full-time plus one-third part-time.

Revenues and Expenditures

Revenue and Expenditures for FY 2018; From Audited Financial Statement	
Operating Revenue	**FY 2018**
Student tuition and fees (Gross)	168,637,987
Scholarship discounts and allowances	(25,263,700)
Federal grants and contracts	36,120,893
State and local grants and contracts	5,515,960
Private grants and contracts	2,527,409
Sales and services of educational activities	5,094,567
Sales and services of auxiliary enterprises	61,535,826
Other	4,529,015
Total operating revenues	258,697,957
Operating Expenses	
Instruction	131,199,276
Research	30,738,807
Public Service	17,210,858
Libraries	6,025,293
Student Services	19,936,894
Operation & Maintenance of plant	21,572,668
Institutional Support	31,134,419
Academic Support	28,817,887
Auxiliary Enterprises	73,089,991
Scholarships and Fellowships	13,479,733
Depreciation	26,468,898
Total operating expenses	399,674,724
Operating income/(loss)	(140,976,767)
Non-operating revenues/(expenses):	
State appropriation - general	98,775,333
State appropriation - maintenance	1,686,375

Pell grants	23,600,874
Gifts	28,482,810
Net investment income	2,595,265
Change in fair value of investments	(336,336)
Interest	(7,571,626)
Gain/loss on retirement of assets	(344,022)
Other non-operating revenue/(expense)	160,272
Net non-operating revenues/(expenses)	147,048,945
Other revenue and expenses:	
Capital appropriations	1,858,258
Capital gifts and grants	27,275,727
Total other revenues and expenses	29,133,985
Increase in net position	35,206,163
Net position - beginning of year	384,545,372
Net position - end of year	419,751,535

Research and Economic Development

	FY2014	FY2015	FY2016	FY2017	FY2018
	Office of Technology Transfer				
Invention Disclosures	16	15	16	14	14
Patent Applications Filed	9	11	4	10	14
Patents Issued	6	3	4	3	3
Licenses/Options/Letters of Intent	27	38	29	28	24
License Revenue	$5,600	$21,475	$53,847	$39,231	$24,820
Startups	0	0	5	0	1
FTEs	2	1	1	1	1
Number of protocols reviewed by:	***Office of Research Compliance***				
Institutional Biosafety Committee	36	42	51	41	43
Institutional Animal Care and Use Committee	72	95	81	98	93
Social and Behavioral Institutional Review Board	296	312	407	408	514
Medical Institutional	18	17	26	38	

Review Board					19
	Office of Sponsored Programs				
Total # of Proposals Submitted	435	561	546	598	606
Total # of Awards	290	304	343	361	368
Total Sponsored Projects Funding	$32,008,716	$40,167,055	$41,374,334	$50,137,881	$56,013,792
Total Research and Development Expenditures as reported to NSF	$26.6M	$31.3M	$32.0M	$34.9M	Not available at this time
Externally Funded Research Expenditures	$17.3M	$20.6M	$19.4M	$21.1M	$27.7M

Information Technology Planning

A year-long cross-divisional effort to map out major development and technological needs has resulted in a five-year plan approved by senior administrators. The plan charts financial and personnel demands for technological needs across campus, including student data, employee, and financial systems; course scheduling and password management; and much more.

The effort is designed to identify needs, find efficiencies, and improve coordination across campus, in order to best prepare the University for the changing financial and planning demands that will come as more technology systems are housed on the cloud in a “software as a service” model. While cloud-based systems have the potential to decrease the incremental cost of buying a new system, they will greatly increase annual costs associated with the associated service model.

Department Strategic and Enrollment Planning

The University’s new budget model incorporates the principles of Program Prioritization; ties resource allocation to expenses and productivity; facilitates strategic reallocation of funds; provides resources to support university-wide strategic initiatives; provides incentives promoting excellence, academic quality and financial sustainability; and provides a more transparent view of revenue production and costs.

In connection with the new demands placed on academic departments with the new budget model, a new process (the Department Strategic Evaluation and Action process)has been put in place to evaluate the present state of each department, and analyze the results to identify strategies and actions for the department to take over the next several years.

Furthermore, strategic planning in the Provost's Office is now coordinated with strategic enrollment planning in the Division of Student Affairs, as well as Marketing, the Career Center and more.

Athletics Programming Review

Boise State is a participant in the initial implementation of the NCAA's new Institutional Performance Program, which is designed to replace athletic certification with a process that serves as an ongoing review of the health of an athletics program. Boise State implemented the program in 2016 with the creation of three subcommittees focused on academics, finances, and inclusion (gender/diversity). Each subcommittee was provided with data on a variety of metrics for Boise State student-athletes and those at peer institutions.

Collaborations and Partnerships

A comprehensive list of research and programmatic collaborations and partnerships in which Boise State is involved is beyond the scope of this document. However, several examples are detailed elsewhere in this report (for example, the School of Public Service's Idaho Policy Institute, the APLU's "Power of Publics" initiative, the Osher Institute, and cyber security efforts); highlights from the past year include:

- Boise State launched a new approach to help returning adult students pursue customizable online degrees through the Passport to Education program. This program, a partnership between the College of Innovation and Design, Extended Studies and CapEd Credit Union, gives all CapEd members a chance to earn a degree while paying a monthly subscription cost that can save them thousands of dollars over the cost of a traditional degree.
- The University is in the process of submitting materials to become an Air University-Associate to Baccalaureate Cooperative (AU-ABC) school. AU-ABC is a partnership articulation agreement between individual degree programs and the Community College of the Air Force (CCAF.) The program's purpose is to reduce barriers and provide access to bachelor's degree completion for CCAF students (Active Duty, Guard, and Reserve). The University expects to have all online degree completion programs approved by fall 2019.
- Boise State's Idaho Policy Institute and the James A. and Louise McClure Center for Public Policy Research at the University of Idaho recently completed a study at the request of economic development and industry groups that examines the economic impact of constructing a 720-megawatt power facility using 12 small modular nuclear reactors at the Idaho National Laboratory (INL). The study found that the project could significantly boost the regional and state economies, while increasing U.S. carbon-free energy development.
- Three recent examples of collaborative efforts through the Office of Technology Transfer (all assisted by the state's IGEM funding) include:
    - Boise State characterized the mechanical performance of a hip implant for dogs being developed by MWI and WestVet. This research had the

collateral benefit of developing a new technique to measure abrasive wear in hip implants.
    - Boise State worked with Simplot to develop a data analytics solution for agronomic decision-making based on historic farm and crop yield data.
    - Boise State is helping Idaho Hydro Tech develop an integrated, miniaturized, air scrubber and cloud-enabled wireless distributed sensor network to monitor and control the storage environment for potatoes.
- Partnerships abound in the arts. Below is a sample of Idaho arts organizations that benefit from the expertise of our faculty:
    - Idaho Shakespeare Festival: Acting, directing, lighting design, costume design, set design, voice and dialect coaching
    - Boise Philharmonic: Members of the orchestra (viola, percussion, piano)
    - Boise Contemporary Theater: Acting, directing, set design, costume design, voice and dialect coaching
    - Idaho Dance Theatre: Founding artistic director and choreographer
    - Ballet Idaho: Costume design and lighting design
    - Opera Idaho: Direction of Critical Mass Vocal Artists
    - LED: Lighting design
    - Boise Art Museum: Trustee
    - Boise Cultural Plan: BSU research formed the basis
    - Boise Baroque Chamber Orchestra: members of the orchestra (cello, harpsichord/organ, trumpet)

Other notable ongoing collaborations include:

- 3+3 law programs with both the University of Idaho and Concordia Law School.
- Service Learning at Boise State has grown to encompass more than 100 community partnerships and projects.
- The College of Education is involved in multiple initiatives and programs that leverage our faculty's expertise to improve K-12 outcomes across the state, including the Lee Pesky Learning Center, the Initiative for Developing Mathematical Thinking, Improving Teachers' Monitoring of Learning project, and more.
- Boise State continues to be home to the National Education for Women's Leadership Idaho, which inspires young women across the state to become leaders in their communities.
- In 2016, Boise State received a competitive grant from the U.S. Department of Education to open a Center of Excellence for Veteran Student Success (CEVSS). The purpose of the program is to increase veteran postsecondary matriculation and improve retention, completion, and graduation rates. CEVSS services address academic, financial, social and physical needs of students. CEVSS programs in academic and career advising focus on first year students and assists with exploring degree pathways. In 2017 there were 415 new Veterans and 341 new dependents of Veterans enrolled, which is up from 114 Veterans and 320 dependents prior to obtaining the grant. Retention of undergraduate veteran students has increased from 67 to 73 percent since 2016.

- IGEM partnerships with universities, the INL, and the private sector include projects looking at wireless sensor networks to improve potato storage.
- Researchers and students from multiple departments continue their work with Gorongosa National Park in Mozambique.
- Researchers from our Human Environmental Systems group are working with researchers from UI and ISU on a NSF-EPSCoR project looking at way to ways to maximize land conservation investments that preserve elk, deer, and carnivore habitat in the High Divide, which is the largest intact ecosystem outside of National Parks and links Yellowstone to Canada. This active research group is also involved in studying Treasure Valley water and farmland, invasive species in Michigan, energy and the environment throughout the West, industrial logging in rainforests, and human and predator interactions across the globe.
- Researchers from our biology and geosciences departments are working with Idaho State and the United States Department of Agriculture on a NSF grant to investigate how climate change will alter Idaho landscapes.
- Faculty in our School of Public Service and Department of Geosciences are working with researchers from UI and ISU on a NSF-EPSCoR project to predict the future of water availability in the Treasure Valley.
- Biology faculty are working with Civil Engineering faculty at UI to study algal resource recovery systems in treating waste from dairies, while simultaneously producing Biofuels, Bioenergy, and Bioplastics.
- Biology faculty are working with UI Ag & Life Science Faculty on developing a vaccine against Staphylococcus aureus to prevent mastitis in dairy cows.

Campaigns

The inaugural Bronco Giving Day raised nearly $350,000 from some 925 donors in September. It was the first in a new annual online crowd-funding event aimed to boost engagement and philanthropy among all alumni and friends, especially younger adults.

Boise State is laying the internal groundwork for its next major fundraising campaign, allowing the new president to set the agenda and details. In the interim, the University is evaluating needs and opportunities across campus, identifying transformative partners, and more. The University's 100-year anniversary will be in 2032, just 13 years from now, so it is possible that the next comprehensive campaign will be fashioned around preparing Boise State for its "second century."

For context, when Boise State kicked off the public phase of its last comprehensive campaign, Destination Distinction (which ultimately raised more than $185 million), the University had slightly more than 5,000 annual individual donors. This past year, more than 26,000 people donated to Boise State.

New Buildings

Alumni and Friends Center

Ownership of this 40,000 square-foot building, which was constructed entirely with funding from charitable gifts, was transferred from the Foundation to the University in 2018.

Center for Fine Arts Building

On track to open in 2019, the facility will house the Department of Art, School of the Arts administration and the World Museum.

Micron Center for Materials Science Research

Funded in part by the largest philanthropic gift in Boise State history, the center is under construction and due to open in fall 2020, with lab spaces that can be built out and customized around the research needs and emphases of future faculty.

IDAHO BUREAU OF EDUCATIONAL SERVICES FOR THE DEAF AND THE BLIND

SUBJECT

Idaho Bureau of Educational Services for the Deaf and the Blind (IBESDB) Annual Report

REFERENCE

February 2016	IBESDB Provided the Board with report updating the Board with current progress of the Bureau.
February 2017	IBESDB Provided the Board with report updating the Board with current progress of the Bureau
February 2018	IBESDB Provided the Board with report updating the Board with current progress of the Bureau

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-3405(4) and 33-3411, Idaho Code

ALIGNMENT WITH STRATEGIC PLAN

Goal 1: Educational System Alignment, Objective B: Alignment and Coordination.

BACKGROUND/DISCUSSION

Pursuant to Section 33-3405(4), Idaho Code, the administrator of IBESDB shall make an annual report of the bureau's activities to the State Board of Education at a time and in a format designated by the Board. While IBESDB was moved out from the Board's direct governance in 2009, the Board retains rulemaking authority for education services for students who are deaf or hard of hearing and/or blind or visually impaired, as well as property rights for the School for the Deaf and Blind.

ATTACHMENTS

Attachment 1 – IBESDB Annual Report

IMPACT

This annual update will provide the Board with an update on the scope of IBESDB's efforts to serve Idaho's children and provide the Board with the opportunity to ask questions about their work with school districts around Idaho.

STAFF COMMENTS AND RECOMMENDATIONS

The Idaho Bureau of Educational Services for the Deaf and Blind, originally the Idaho School for the Deaf and Blind has been providing services to Idaho's children since 1906. Their programs consist of statewide outreach programs and the Idaho School for the Deaf Blind, located in Gooding Idaho. They provide supplemental education services, early intervention and education, consultation, and transition support to families and local school districts throughout Idaho. The property in Gooding that houses the School for the Deaf and Blind is held by the State Board of Education and leased back to IBESDB for their use.

BOARD ACTION

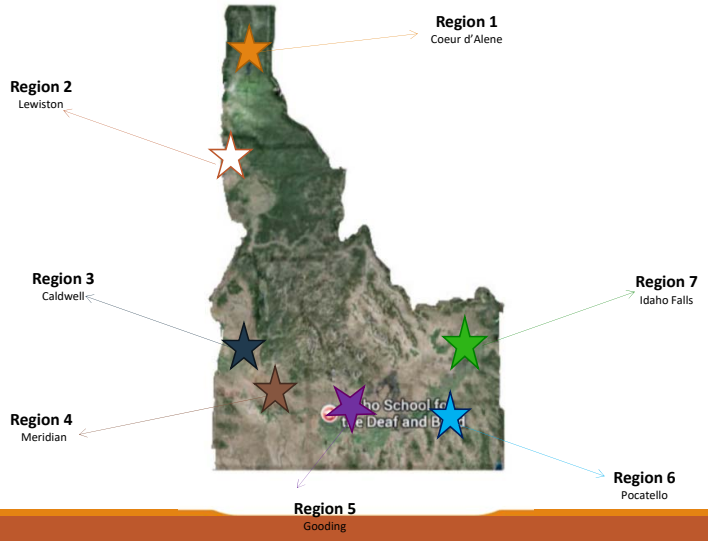
This item is for informational purposes only.

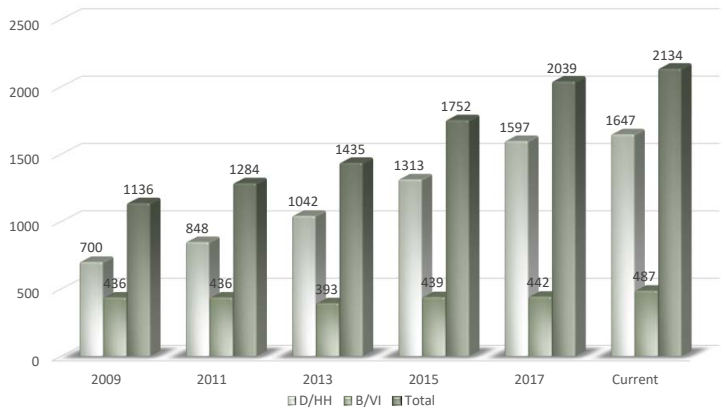
Idaho Educational Services for the Deaf and the Blind

Outreach

OUTREACH

(by Geographic location)



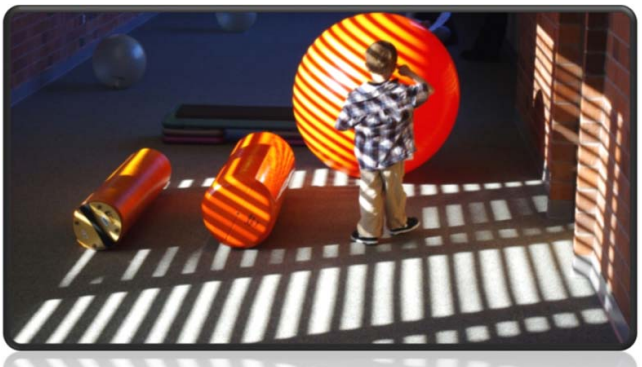


Outreach

Expanded Core

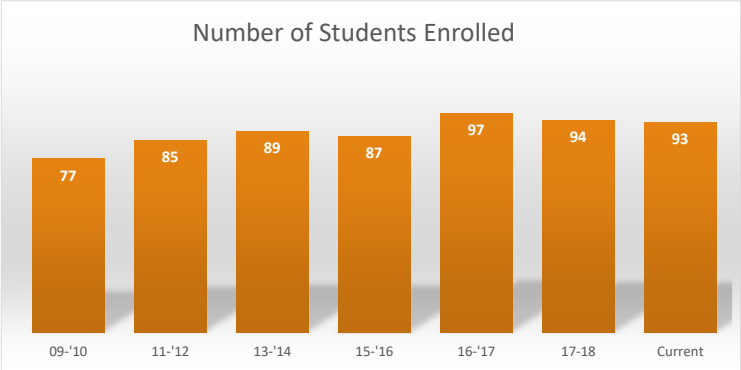
- compensatory or functional academic skills, including communication modes
- orientation and mobility
- social interaction skills
- independent living skills
- recreation and leisure skills
- career education
- use of assistive technology
- sensory efficiency skills
- self-determination

Short Term Programs (STP)

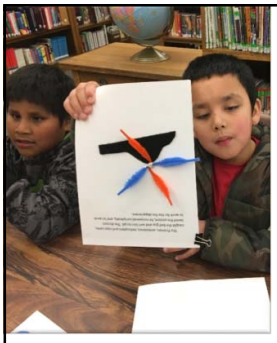


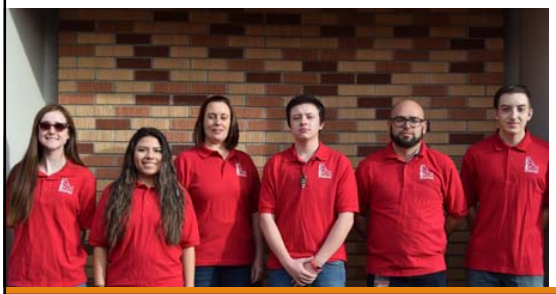
Campus

Campus



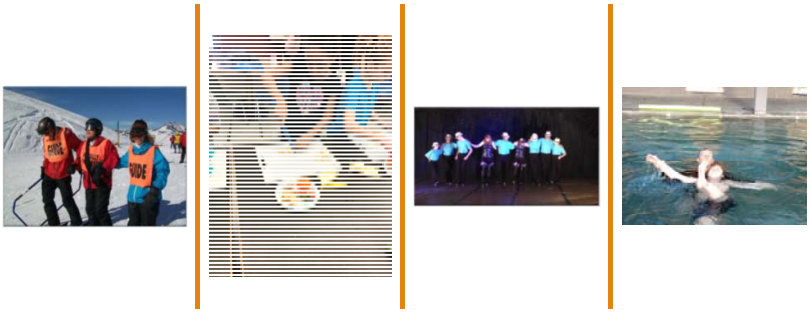
Using Technology to Access the World



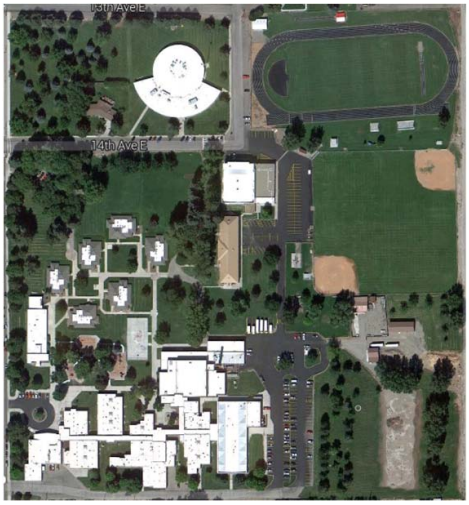


Collaboration is the Key to Success

Education is about Experiences…



…and Conquering Challenges



Facility Development

~ Thank you ~

IDAHO COMMISSION ON HISPANIC AFFAIRS

SUBJECT

Educational Achievement and Attainment Update

REFERENCE

October 2010	The Idaho Commission on Hispanic Affairs presented the Board with its three-year comprehensive education plan.
February 2017	The Idaho Commission on Hispanic Affairs updated the Board on their work with Hispanic students in Idaho

ALIGNMENT WITH STRATEGIC PLAN

Goal 1: Educational System Alignment, Objective B: Alignment and Coordination

BACKGROUND/DISCUSSION

The Idaho Commission on Hispanic Affairs is a non-partisan state agency providing services to the Hispanic Community and serving as a liaison between the community and government entities. Working toward economic, educational, and social equality, the Commission identifies and monitors programs and legislation, and researches problems and issues facing Idaho's Hispanic community. The Commission identifies solutions and provides recommendations to the governor, legislature, and other organizations concerning issues facing the State's Hispanic population.

Margie Gonzalez, Executive Director for the Idaho Commission on Hispanic Affairs will provide the Board with an update on changes in Idaho's Hispanic student population, including elementary and secondary student achievement and postsecondary student access.

ATTACHMENTS

Attachment 1 – Commission Presentation

IMPACT

This agenda item will provide the Board with an opportunity to discuss potential policies and strategies for further reducing the achievement gap and increasing the postsecondary attainment of this group of students.

STAFF COMMENTS AND RECOMMENDATIONS

At the October 2010 Regular Board meeting the Idaho Commission on Hispanic Affairs presented the Board with a three-year comprehensive education plan. Since that time, Idaho has seen small gains in reducing the educational achievement gap for this group of students. At the same time, Idaho has seen increases in this population of students in the educational system. Exploring partnership opportunities with organizations like the Commission will allow the

Board to target student achievement initiatives as well as other work like the guided pathways implementation strategies in a culturally relevant way to better serve Idaho's diverse populations.

BOARD ACTION

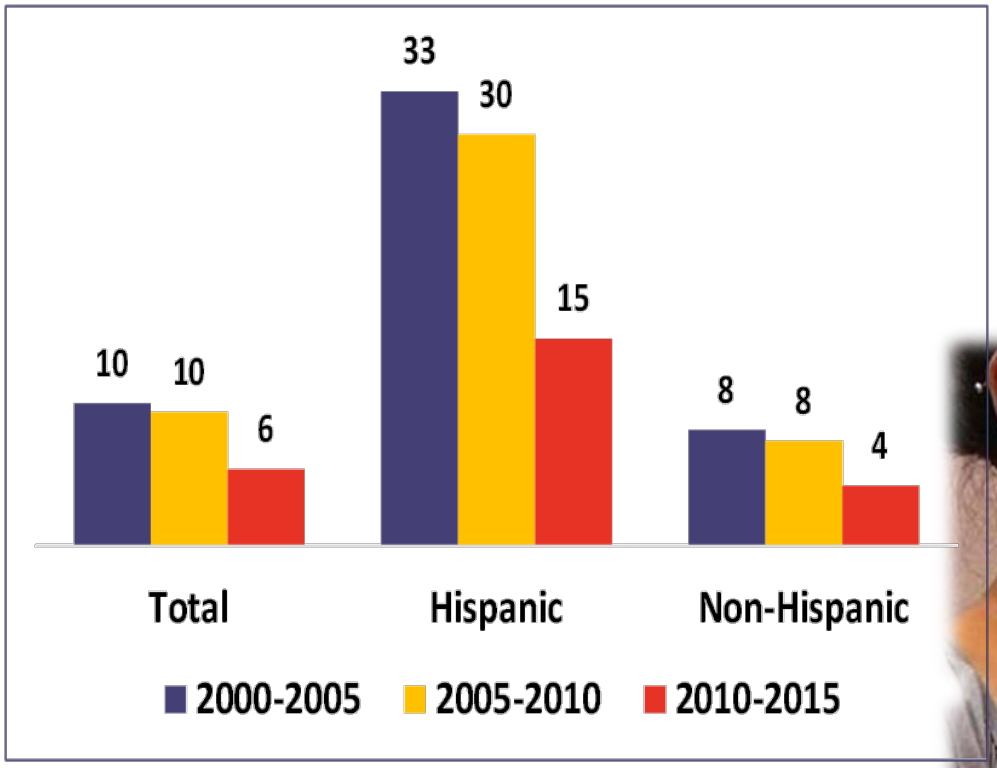
This item is for informational purposes only.

Idaho Commission on Hispanic Affairs

Margie Gonzalez
Executive Director

ATTACHMENT 1

IDAHO'S HISPANIC POPULATION IS GROWING



Idaho Public Schools

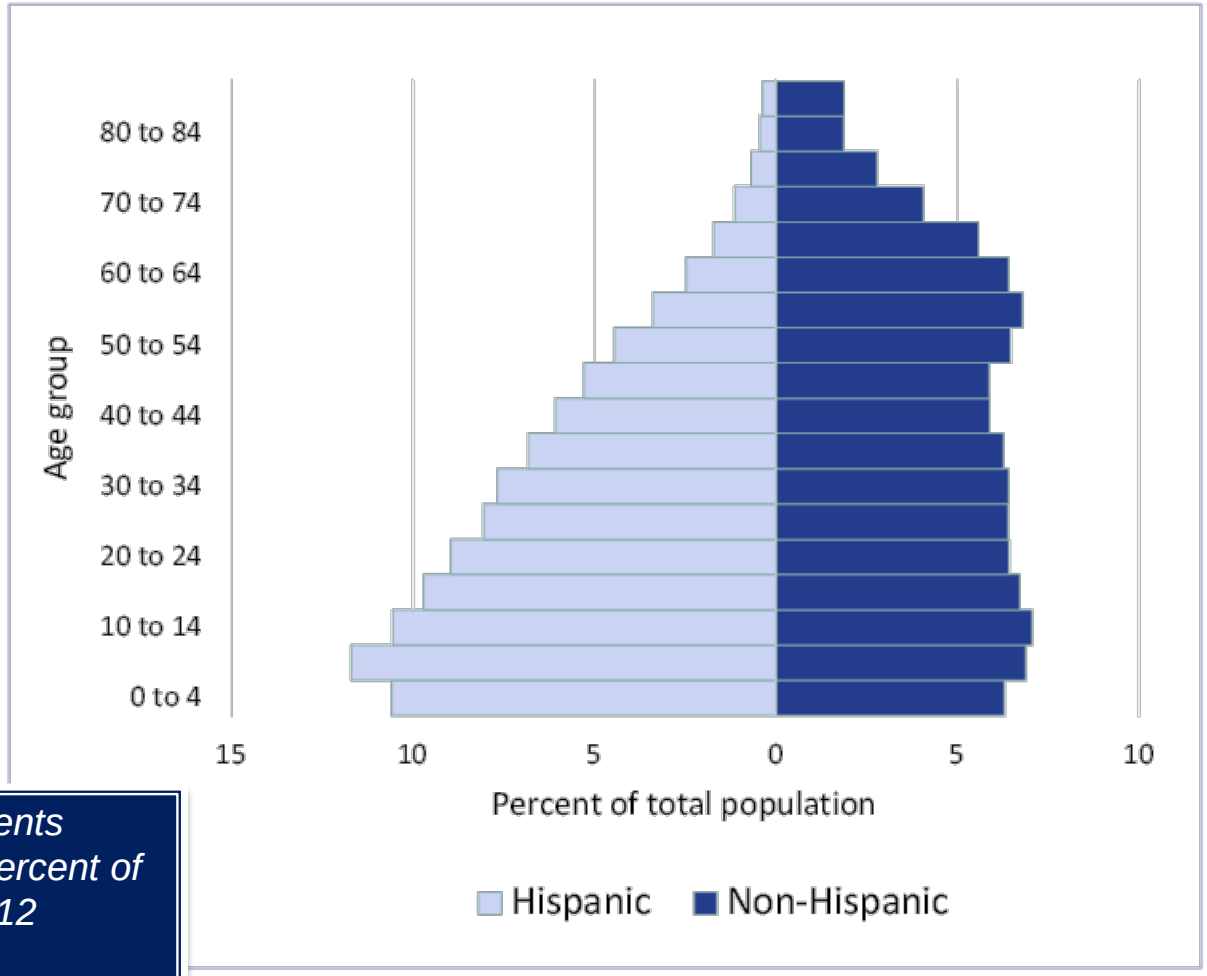
Hispanic students make up a growing share of enrollment in Idaho's schools and universities:

In the 2015-16 school year, 51,308 Hispanic students made up 18% of total public K-12 enrollment. This is an increase from 2010-11, when 45,084 Hispanic students made up 16% of total enrollment.

Source: http://eddataexpress.ed.gov/state-report.cfm/state/ID/

ATTACHMENT 1

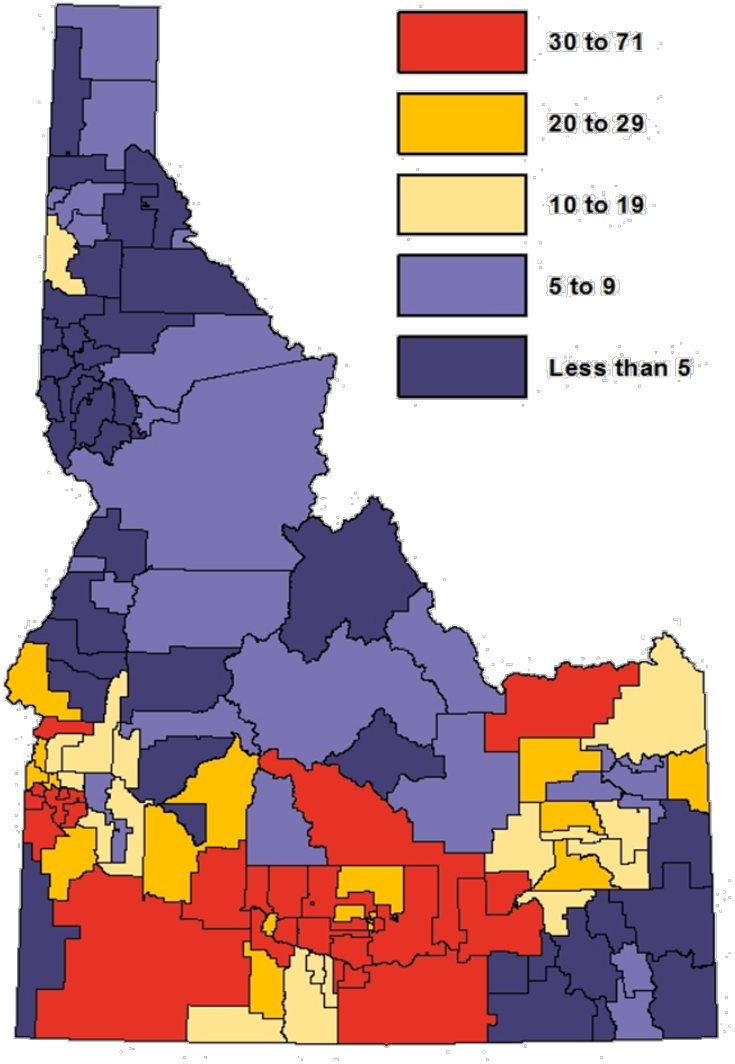
Percent of Hispanic and non-Hispanic Idahoans by 5-year age groups, 2016



Hispanic students make up 18 percent of total public K-12 enrollment

ATTACHMENT 1

Percent Hispanic by School District, 2015-16



Districts with at least 50% Hispanic students are located in both rural and urban areas: Wilder (71%), Caldwell (61%), Aberdeen (61%), Wendell (60%), Heritage Community Charter (52%), and Jerome Joint (51%).

In Northern Idaho we have a growing Hispanic student population where

Plummer-Worley School District make up13%.

Top ten school districts with highest percentage of Hispanic Students

2009-2010

- Wilder 80%
- Caldwell 53%
- Murtaugh Joint 47%
- Clark County 46%
- Glenns Ferry 45%
- Aberdeen 45%
- Shoshone Joint 42%
- Wendell 41%
- Minidoka County Joint 40%
- Jerome Joint 40%

http://www.sde.idaho.gov/site/statistics/student_ethnicity.htm

2015-2016

- Wilder 71%
- Caldwell 61%
- Aberdeen 61%
- Wendell 60%
- Jerome Joint 51%
- Shoshone Joint 49%
- Murtaugh Joint 49%
- American Falls 49%
- Clark County 48%
- Valley 47%

Source: http://www.sde.idaho.gov/site/statistics/studentethnicity.htm

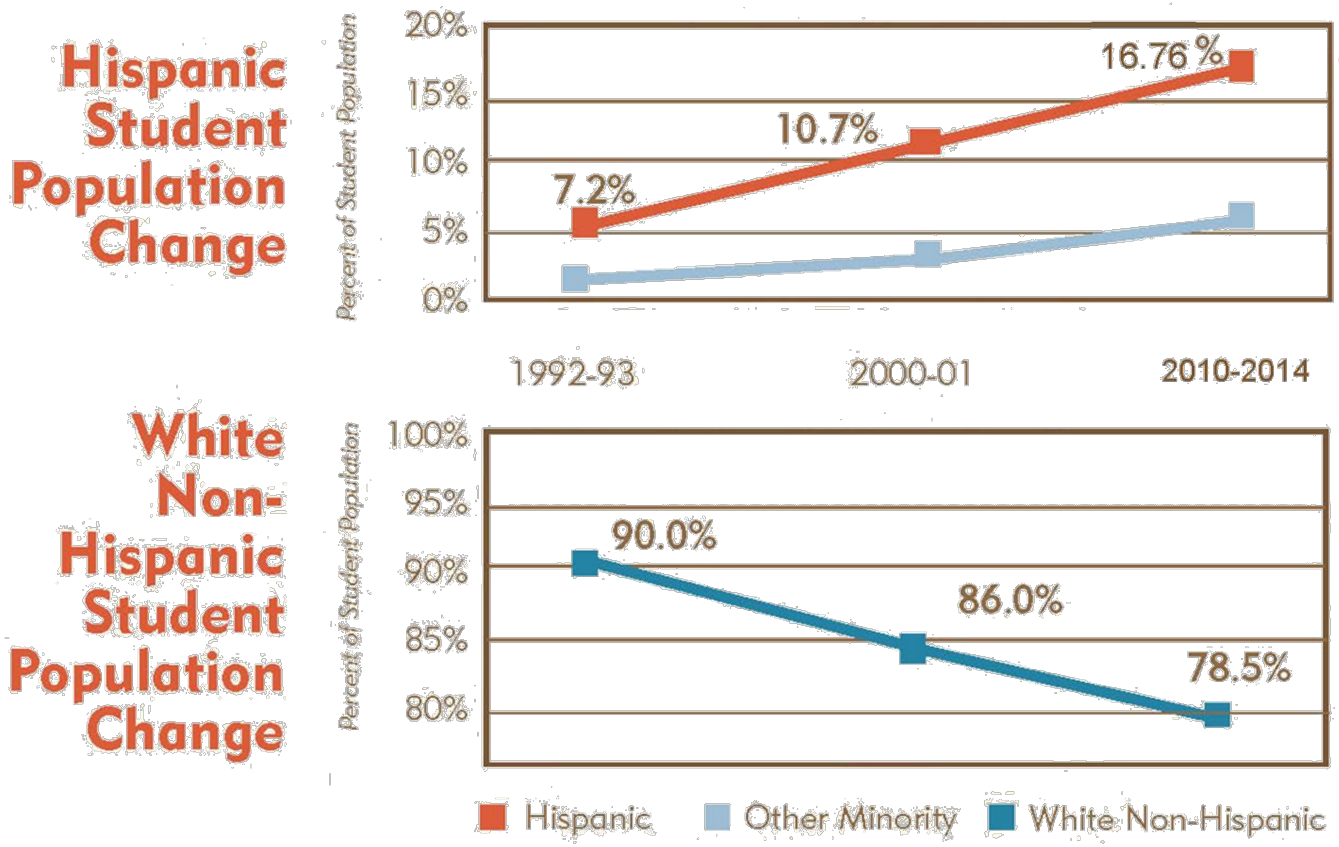
ATTACHMENT 1

K-12 public school enrollment

	2010-2011	2015-2016	% change
Hispanic	45,084	51,308	14
Non-Hispanic	231,687	240,323	4
Total	**276,771**	**291,631**	**5**

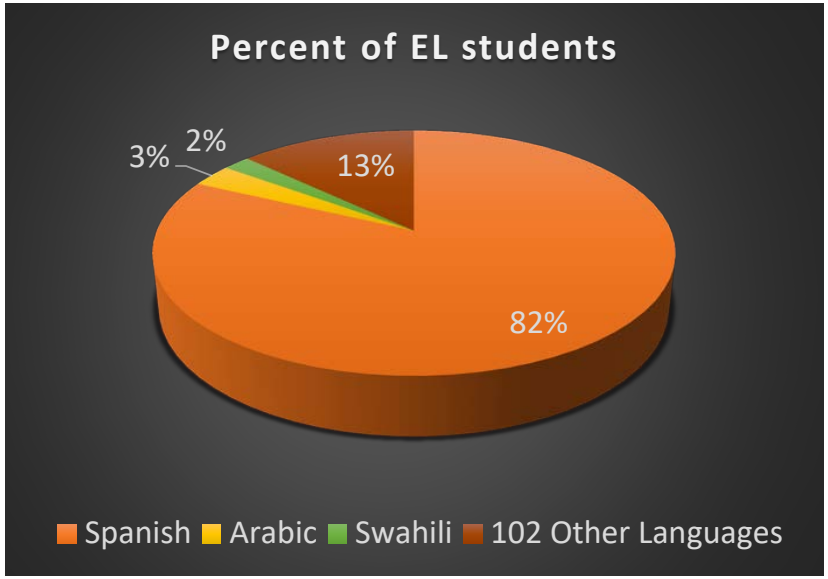
SOURCE: public records request to the Idaho Department of Education

Changing demographics in student population



ATTACHMENT 1

English Learners



Districts with the high percentages of Els:

Wendell (29%)
Shoshone (27%)
America Falls (23%)
Valley (19%)
Jerome (18%)
Blaine (18%)
Aberdeen (17%)

Source: Idaho Department of Education

ATTACHMENT 1

Migrant Students

	Migrant students (#)	Percent of total
TOTAL	**3,585**	**100**
Birth to age 5 (but not in Kindergarten)	735	21
Kindergarten	239	7
1st grade	281	8
2nd grade	264	7
3rd grade	282	8
4th grade	250	7
5th grade	252	7
6th grade	219	6
7th grade	203	6
8th grade	220	6
9th grade	208	6
10th grade	179	5
11th grade	136	4
12th grade	117	3

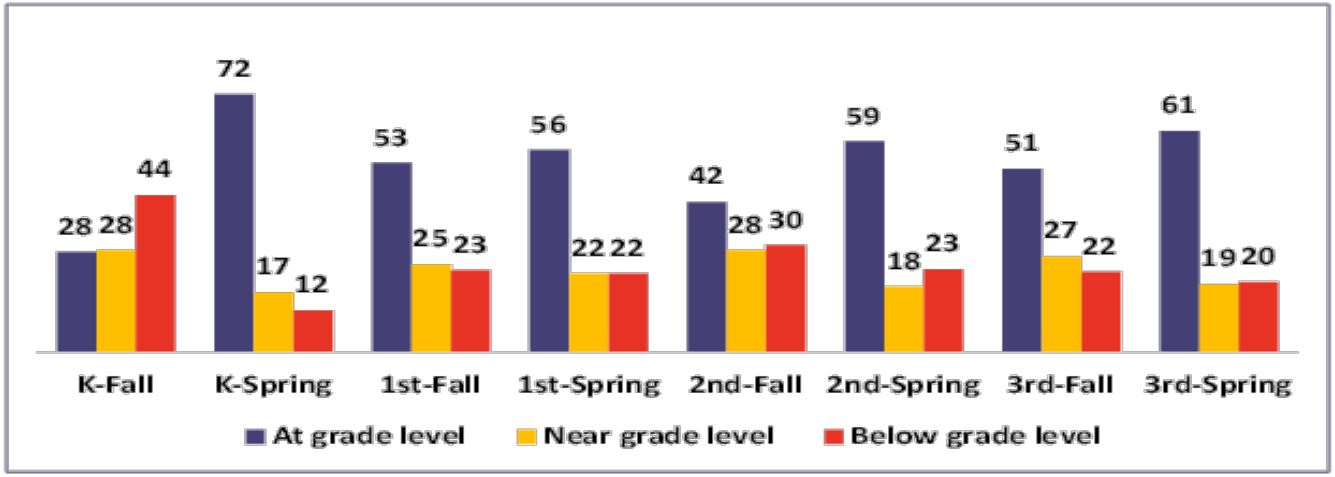
Number of students enrolled in the Migrant Education Program as of April 2016

ATTACHMENT 1

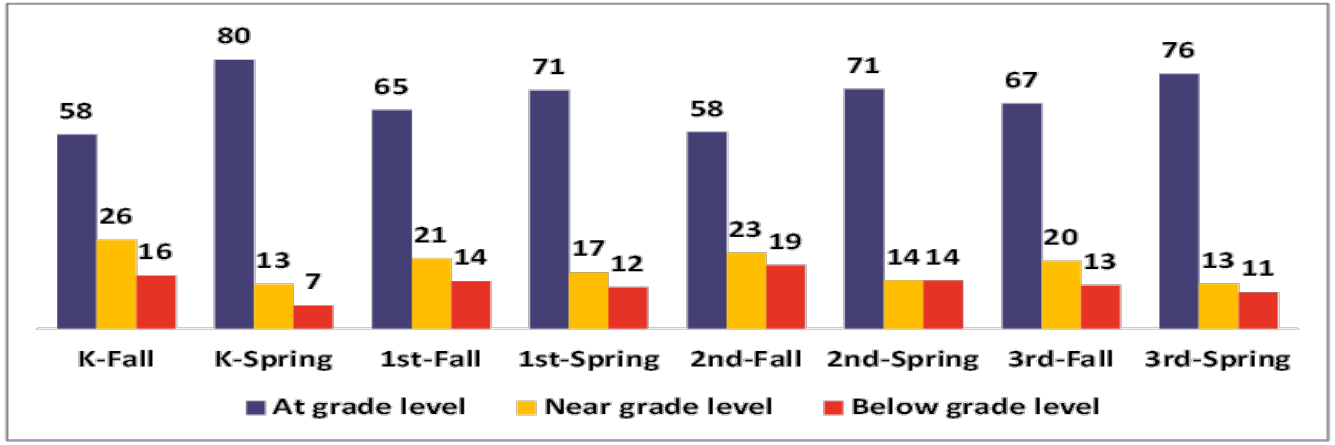
Non-Hispanic Students Outperform Hispanic Students on Both K-12 Achievement Tests

Idaho Reading Indicator K-3 (%), Fall 2015 and Spring

Hispanics



Non-Hispanics



In 2017-18
12,436 Hispanic students made up 12% of Idaho's total postsecondary enrollment. This is an increase from 2009, when 5,096 Hispanic students made up 6% of total enrollment

ATTACHMENT 1

Hispanics Make up a Small Share of Public School Personnel

During the 2018-19 school year, Idaho public schools employed 538 Hispanics who made up just 2% of all employees. These Hispanic employees included:

- 474 school teachers (2% of all elementary teachers)
- 10 elementary school principals (2%)
- 16 school counselors (2%)
- 3 school nurses (2%)
- 4 social workers (7%)
- 1 assistant superintendents (5%)

There were zero Hispanic superintendents, audiologists, or occupational or physical therapists.

Source: Idaho Department of Education

Hispanic population growth poses challenges

- Disproportional representation of personnel in schools
- (K-12)
- Lower proficiency rates (English, Math, Reading)
- Students dropping out of school to work
- Absenteeism
- Lower “go on” rates

ATTACHMENT 1

Thank you on behalf of the Idaho Commission of Hispanic Affairs

IDAHO ASSOCIATION FOR THE EDUCATION OF YOUNG CHILDREN

SUBJECT

School Readiness

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-201, Idaho Code

ALIGNMENT WITH STRATEGIC PLAN

Goal 2: Educational Attainment, Objective C: Access

BACKGROUND/DISCUSSION

Idaho Association for the Education of Young Children (Idaho AEYC) has a vision that all children thrive wherever they grow and learn. Idaho AEYC works to advance the early learning profession and advocate for children ages birth to eight, families and those who work on behalf of young children.

Idaho AEYC was established as a professional membership organization in 1986 and is working to support local communities throughout Idaho in their effort to build and sustain early learning programs that support young children and their families. Beth Oppenheimer, Idaho AEYC's Executive Director, will share with the Board the work of the association, the importance of assuring students are ready to enter school and opportunities for alignment and collaboration. These opportunities include:

- Idaho School Board Association's resolution to amend Idaho's statutory definition of school age, moving from the minimum age of five to four and allowing flexibility in school district spending to allow schools to help children entering kindergarten
- Proposed Idaho School Readiness Act, and
- Governor's recommendation to increase K-3 literacy funding.

ATTACHMENTS

Attachment 1 – Idaho AEYC presentation

IMPACT

This agenda item will provide the Board with an opportunity to discuss potential policies and strategies around school readiness initiatives.

STAFF COMMENTS AND RECOMMENDATIONS

The following are statutory sections of Idaho Code which are provided as background information:

- Section 33-201, Idaho Code, defines school age as residents of Idaho between the age of 5 and 21, with the exception of children with disabilities who qualify for special education and related services under the federal

Individuals with Disabilities Education and Act. For children with disabilities, school age is defined as beginning at the age of 3. This section of code limits public schools to providing services to "any acceptable person of school age." Children under the age of 5 are not allowed to enter kindergarten. Children under the age of 6 are not allowed to enter first grade (unless the child has completed a private or out-of-state kindergarten).

- Section 33-512, Idaho Code, assigns local Boards of Trustees the duty "to exclude from school, children not of school age."
- State public school funds may only be used for children of school age.
- Section 33-202, Idaho Code, provides that school attendance is compulsory only for students ages 7 to 16. Children within this age range are required "to be instructed in subjects commonly and usually taught in the public schools of the state of Idaho."
- Section 33-208, Idaho Code, provides that kindergarten is optional.

The above statutory framework creates barriers which limit the ability of public schools to collaborate with local community organizations to provide services to help students prepare for entering the public schools when those students do not meet the definition of school age. The current state public school funding model provides funds to school districts based on average daily attendance. Kindergarten students are funded at a half-day.

Historically, the majority of Idaho public school students enter Idaho's public schools as kindergarten students. Approximately 8% of students enter in first grade. Approximately 6% enter public school for the first time as second graders. In the current school year, Idaho public schools enrolled 21,496 kindergarten students, 22,364 first graders and 22,651 second grade students. For the 2017-2018 school year 50% of the students in kindergarten scored below grade level on the fall administration of the Idaho Reading Indicator (legacy IRI).

BOARD ACTION

This item is for informational purposes only.

Early Childhood Education 2019

Beth Oppenheimer
Executive Director
Idaho AEYC

idaeyc
Idaho Association for the Education of Young Children

idaeyc
Idaho Association for the Education of Young Children

All Children Thrive!

Idaho AEYC works to advance the early learning profession and advocate for children ages birth to eight, families and those who work on behalf of young children.

Impacts of Early Learning

- Students who are behind, stay behind
- Student who start K behind have less than a 12% chance of attending a 4 yr. university
- Students who need remediation are twice as expensive to educate
- Fostering essential reading and math skills is 10 times less expensive from birth – age 5 than from K – 5th grade

idaeyc
Idaho Association for the Education of Young Children

Where Idaho Stands

147,928 = Number of children under 6

56% = all available parents in the workforce

38% = live in low income families

68% = 3- and 4- year-olds are not attending preschool

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Idaho Association for the Education of Young Children

Idaho's Challenges

~50% of Idaho's children enter kindergarten not ready

1 of 6 states that does not invest in preschool

Cost of child care/preschool – **more than college**

Average cost of child care/preschool (4 yr. old) = **$6,430**

Child Care licensing is **52nd in the country**

idaeyc
Idaho Association for the Education of Young Children

History

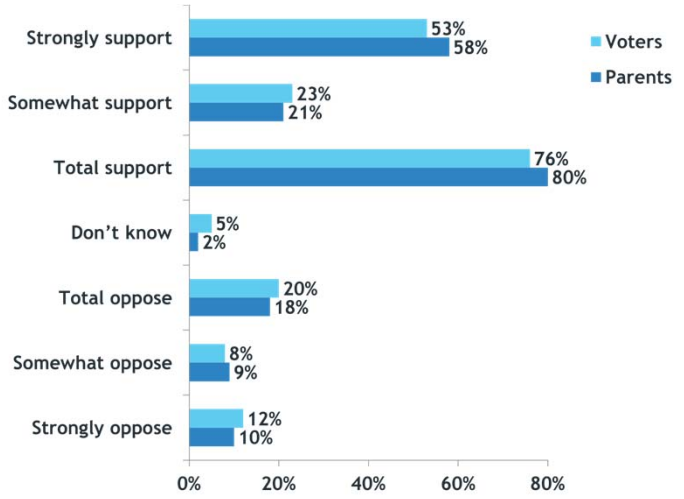
idaeyc
Idaho Association for the Education of Young Children

Advocacy for state investment in Early Childhood Education

Pilot legislation & other various versions

Statewide Poll

Wide Majority Supports State Investments in Preschool



ISBA Resolution

- Amending school age in Idaho Code from five (5) to four (4)
- Allow flexibility for local districts and charger schools to use state dollars in supporting children entering kindergarten
- No dollars attached to changing code
- Not compulsory to use funds to serve four (4) year olds
- Submitted by Boise School District, Homedale School District and Caldwell School District
- Supported by ISBA membership at state convention

Idaho School Readiness Act

Background

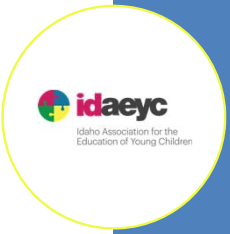
Coalition of partners:

- Idaho AEYC
- Idaho Business for Education
- Idaho Voices for Children
- Head Start Association

Idaho School Readiness Act

Intent

- Provides choice to parents
- Builds more access to high quality early learning programs



Highlights of the Act

- Voluntary
- 4 year olds
- Home based and out of home based options

Out of Home Option

- Local collaborative model
- Programs must meet quality standards
- Parent engagement
- 50/50 state/local funding match

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In-Home Option

- Home based educational technology
- Home visitation program

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Early Literacy Funding

- Governor Little's proposal for K-3 literacy funding = $26M
- How this impacts early learning

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Looking Forward

Preschool the Idaho Way

PRE SCHOOL
THE IDAHO WAY

W.K. KELLOGG FOUNDATION

idaeyc
Idaho Association for the Education of Young Children

idaeyc
Idaho Association for the Education of Young Children

Thank you for being a champion for early learning!

Beth Oppenheimer
Executive Director
Idaho AEYC
boppenheimer@idahoaeyc.org

IDAHO PTECH

SUBJECT
Idaho PTECH: Lessons Learned

APPLICABLE STATUTE, RULE, OR POLICY
Section 33-1212A, Idaho Code

ALIGNMENT WITH STRATEGIC PLAN
Goal 3: Workforce Readiness.

BACKGROUND/DISCUSSION
Idaho PTECH served as a bridge between high schools, postsecondary schools, and employers, seeking to build a talent pipeline of qualified incoming workforce members. Its active phase was from 2014-2018. PTECH will share some of the lessons it learned during this phase which will hopefully provide insight from the field for the State Board as the Board implements Strategic Plan Goal 3: Workforce Readiness.

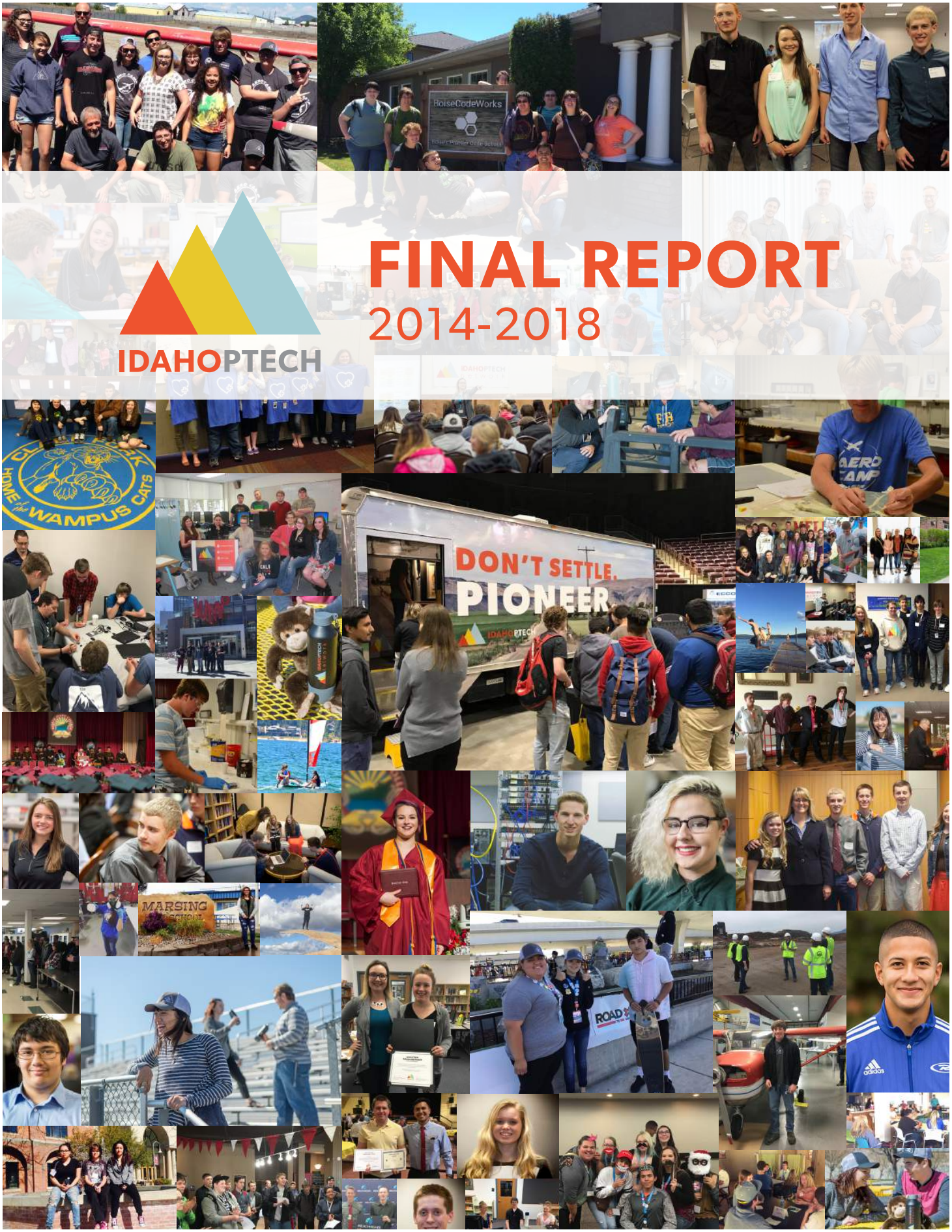
IMPACT
Idaho PTECH will share with the Board lessons learned that may influence the Board's implementation of its college and career readiness goals across Idaho.

ATTACHMENTS
Attachment 1 – Idaho PTECH Final Report

STAFF COMMENTS AND RECOMMENDATIONS
The Idaho Pathways in Technology Early College High Schools (PTECH) Network, started in 2014, was originally inspired by a program started in New York. The New York model partnered with the New York City Department of Education, IBM, and the City University of New York to bring public education and industry closer together. The JA and Kathryn Albertson Foundation issued a request for proposals (RFP) based on the idea. The RFP challenged Idaho educators to develop an Idaho version of the program that would address Idaho's unique needs challenges. Idaho PTECH founders Alan Millar, Deb Pence and Molly Huckaby were awarded the grant and set to work on packaging college and career opportunities across Idaho's geographically diverse landscape.

BOARD ACTION
This item is for informational purposes only.

ATTACHMENT 1



FINAL REPORT
2014-2018

PTECH Final Report // 2014-2018

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PTECH HISTORY
STUDENT SUCCESS STORIES
YEAR-BY-YEAR ANALYSIS
LESSONS LEARNED

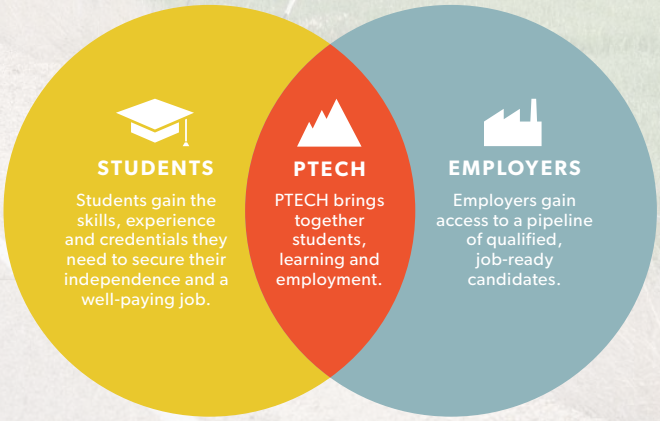
INTRODUCTION

Idaho PTECH opened its doors in 2014 as one solution to the widening gap between education and industry in Idaho. From 2014 to 2018, PTECH offered over 800 high school students career exploration and training opportunities.

By connecting the dots between student and employer needs, PTECH aimed to put successful careers within reach of Idaho students while helping Idaho employers find the right candidates to fill high growth, high demand jobs.

Although the PTECH program is no longer in operation, the model, student success stories, and lessons learned may help others as they build similar workforce development or career exploration programs in the future.

PTECH will continue to serve a small number of students through June 2020 as they work to complete their postsecondary programs. PTECH was generously funded by the J.A. and Kathryn Albertson Family Foundation, with additional funding provided through a Federal Apprenticeship Grant and Western States CAT.



PTECH HISTORY

IDAHO PTECH {P-TEK} FIRST OPENED ITS DOORS as a pilot program in September of 2014, and was modeled after a program of the same name in Brooklyn, NY. That program involved one employer, IBM, who partnered with a nearby school to create a talent pipeline of future employees. Idaho PTECH adapted this idea to meet the needs of Idaho's uniquely rural landscape, and partnered with a diverse group of Idaho companies to offer three distinct career pathways in Idaho's most in-demand job industries: Technology, Aerospace/ Advanced Manufacturing, and Healthcare.

The goal was simple: to connect education and employment by listening and acting on the needs of both students and employers, thereby putting successful careers within reach of students and helping Idaho employers find the right candidates to fill high growth, high demand jobs.

To begin, PTECH built a brain trust of people from across Idaho, including educators, workforce development coalitions, legislators and Idaho employers to help inform the program design. IDEO, an expert design team out of San Francisco, followed students through their daily lives, conducted focus groups, interviewed parents, surveyed employers and spent hours developing the program model that would aim to build the future of Idaho's workforce.

The target student audience was defined as the "middle 50" - not necessarily at the top of the class but also not failing. These were typically B or C students, liked working with their hands and solving problems, and did not have a plan after high school. Students were nominated by teachers or counselors to apply for the program.

In spring of 2014, enrolled students selected one of the three career paths and set off on their journey toward becoming job-ready. This included receiving a laptop to use while in the program, individualized virtual coaching, employer tours, and access to a postsecondary education beginning in high school, with the goal being to earn a technical certificate or an Applied Associate Degree. This was all at no cost to the students or their families.

As PTECH grew and learned what resonated with students, the program adapted. Students wanted the opportunity to explore all kinds of future careers. So, in 2016, PTECH added additional career exploration opportunities, not limited to the three original pathways. Students also began engaging with Idaho employers more through conferences, camps, experiential learning opportunities, job shadows and internships.

From fall 2014 to spring 2018, 807 students enrolled with PTECH. More than 900 additional students also expressed interest in PTECH. PTECH's first group of students reached project maturity at the end of the 2016-2017 school year with 10 graduates. At the end of summer 2018, an additional nine students earned their PTECH pathway associate degrees or technical certificates, resulting in 19 total students finishing their PTECH pathway through postsecondary completion as of spring 2018. Approximately 40 students continue their postsecondary path as part of the Legacy group; their scholarship and coaching support continues through June 2020. PTECH ceased all other operations on June 30, 2018.

IN THEIR OWN WORDS

"This is a great program, especially in rural areas where educational opportunities are not around. Many young people benefited by being able to get a certification and training to qualify them for a better than minimum wage job right out of high school."

- PTECH PARENT

STUDENT SUCCESS STORIES

AS THE PTECH PROGRAM EVOLVED, one thing remained constant: PTECH's commitment to delivering a quality student experience. Whether it was helping students find their passion, supporting them through their first year at community college, or connecting them to potential job opportunities, hundreds of students were forever changed because of their time spent in the PTECH program. Here are a few of those students.

ZIA

Hometown: Kuna, ID

Area of Interest: Aerospace/Advanced Manufacturing

Career Goal: Astronautical Engineer

Activities: Aerospace Camp, 2016 and 2017

School(s): Kuna High School, North Idaho College, College of Western Idaho, Northwest Nazarene University

After PTECH: University of Idaho, Mechanical Engineering and Materials Science & Engineering

"I am really thankful for the opportunity that PTECH gave me. Without it, there would be no way that I could double major in two engineering disciplines, and I would just have a harder time reaching my goals."

BRANDON

Hometown: Sandpoint, ID

Area of Interest: Information Technology

Career Goal: Robotics & Embedded Systems Engineer

School(s): Forrest Bird Charter School, North Idaho College (NIC)

Certificate or Degree Completed: Computer Information Technology Technical Certificate, North Idaho College, 2017

After PTECH: University of Advancing Technology, Phoenix, AZ

"When it comes to a career in technology, it is extremely important to become a member of the community. PTECH helped bring me that experience."

JIMMY

Hometown: Sagle, ID

Area of Interest: Information Technology

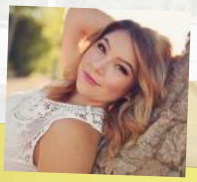
Activities: Kochava internship, T-Sheets internship

School(s): Idaho Distance Education Academy, North Idaho College

Certificate or Degree Completed: Computer Information Technology AAS, North Idaho College, 2017

After PTECH: Boise State University

"From financial assistance to coaching, PTECH prioritized my goals and worked with me to figure out how I could best achieve them. Every job I've had since high school has directly or indirectly been a result of PTECH."



AVERY

Hometown: Marsing, ID

Area of Interest: Healthcare

Career Goal: Nurse

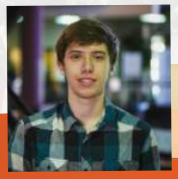
Activities: Saint Alphonsus Medical Assistant Externship

School(s): Marsing High School, College of Southern Idaho

Certificate or Degree Completed: MA Certificate, NW Laser Institute Medical Assistant Program, 2018

After PTECH: Medical Assistant at Boise Kidney & Hypertension; Plans to attend Boise State University nursing program

"I completed my program and LOVED every minute of it!."



ANDREW

Hometown: Sandpoint, ID

Area of Interest: Information Technology

Career Goal: Game Art & Animation

Activities: Hackfort

School(s): Forrest Bird Charter School, North Idaho College, College of Southern Idaho

After PTECH: University of Advancing Technology, Phoenix, AZ

"I love you all! Thanks for helping me along my way. I will never forget my experiences with PTECH."

ANALYSIS 2014-15

PTECH BEGAN ENROLLING STUDENTS in fall of 2014. Students came from a select number of partner schools in rural communities and had to be recommended by their school counselors to join. Students typically represented the "middle 50%" student population and indicated an interest in pursuing a career path in Technology, Aerospace/Advanced Manufacturing, or Healthcare.

Recruitment

Students were introduced to PTECH through recruitment events at their school. PTECH staff held informational meetings or conducted presentations to get students excited about the opportunity. Once a student showed interest in the program, they were invited to attend an informational meeting along with their parents. Paper forms were used for enrollment. Students were offered pathway planning, dual credit courses (before they were fully paid for by the State's Fast Forward Program), a personal computer, and a guaranteed PTECH pathway postsecondary scholarship, all at no cost to them or their parents.

Partner Schools

PTECH started with six partner schools in fall 2014 and added an additional two schools in spring 2015. PTECH had a formal Memorandum of Understanding with the schools, granting access to students and their academic records. Schools each had a designated PTECH Facilitator who was paid a small stipend to act as a liaison between the PTECH staff and students. North Idaho College and Idaho Digital Learning Academy collaborated with PTECH to develop the right mix of dual credit online classes to support the three career pathways. In some cases, special courses were created just for PTECH students.

Field Trips

A cornerstone of the PTECH program, field trips gave students the ability to explore a future career first-hand. Students could visit employers, postsecondary schools, and job fairs where they learned about potential careers and the education or training required to work in those jobs. Students attended trips in their pathway and PTECH relied heavily on schools and PTECH facilitators to communicate opportunities and deadlines, collect permission slips, and encourage participation. As a result, the level of school support drove student participation. Field trips introduced students to their future career pathway, familiarized them with the work environment, and left them excited about their goals.

SUMMER OF '15

AEROSPACE CAMP

Students spent two weeks at North Idaho College in Coeur d'Alene visiting employers, enjoying campus activities, and earning college credits through coursework.

BEATING THE ODDS SUMMIT

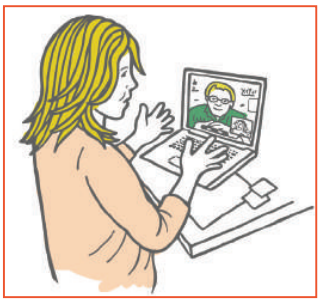
Two PTECH students applied and were selected by the White House to attend the summit as part of First Lady Michelle Obama's Reach Higher Initiative, which brought high school students from across the country to share tools and strategies for overcoming obstacles to higher education.

PLAYTECH: A GAMECHANGER

OneStone hosted an immersive two-day experience for students interested in gaming and coding. The event featured leadership and teamwork sessions, round table discussions with local tech professionals, and technical skills training.

In March 2015, five PTECH students attended Hackfort, a Boise-based technology conference for students and tech professionals. This would become an annual event as it proved to be an engaging way for students to experience hands-on learning and build their personal and professional networks.

Coaching



Students received access to a virtual coach who provided one-on-one guidance in selecting courses and aligning their career plan, assessing academic aptitude, and building soft skills. Coaching was provided through a partnership with InsideTrack, a company that offers coaching to high school and college students nationwide. InsideTrack served as a valued partner for PTECH from the program's inception, helping with programmatic design and continually refining and adjusting the coaching role. The role of the PTECH Coach was new for high schoolers and was meant to be an additional, neutral support system for students to help them navigate through academics, career goals, life and of course, PTECH.

Initially when students enrolled in PTECH, they were assigned a PTECH Coach with whom they were required to meet twice per month. Coaching meetings were student-led, and students could talk about subjects that were important to them. Coaches often helped students identify and make plans to meet goals while assisting students to strategize ways to overcome obstacles. Some students were engaged in coaching and enthusiastic about their meetings while others were not. Students who consistently participated in coaching indicated that it was a highly valuable part of their PTECH experience.

During that first year, more than two dozen Idaho companies and governmental agencies partnered with PTECH. Some provided tours or other learning experiences for students while others gave valuable feedback on their workforce needs and helped inform the development of the program. PTECH also engaged with the State of Idaho's Professional Technical Education division (later changed to Career and Technical Education – CTE) to create additional collaborations and later, to help inform the Governor's Workforce Development Task Force recommendations.

QUICK FACTS

2014-15 ENROLLMENT:
104 STUDENTS

ATTRITION RATE OF 2014-15 COHORT:
79%

COST PER STUDENT:
$8,000

Where Are They Now?

Ten students from the original 2014-15 cohort who enrolled as high school freshman were still enrolled with PTECH at the end of June 2018. Six of these students had recently graduated from high school and were beginning their postsecondary programs; four others continued on in their postsecondary programs.

ANALYSIS 2015-16

PTECH ADDED NEW STAFF FOR THE 2015-2016 SCHOOL YEAR: two Regional Coordinators, an Academic Programs Manager, and a Director of Strategy and Operations. The Director of Student Pathways resigned, as did the College Liaison. Based on feedback from industry partners, PTECH shifted its focus toward meeting the demands of industry by emphasizing soft skills, certifications, and technical skills. An orientation, structured like a mini-conference, kicked off the academic year for returning PTECH students.

Partner Schools and Recruitment

An additional seven schools joined the program, for a total of 15 PTECH partner schools at the beginning of the year. Two more schools officially joined mid-year, bringing the total to 17 schools, with another four expressing interest. Partner schools each had a designated PTECH Facilitator who received a PTECH stipend that increased as student enrollment grew. The new coordinators took over student recruitment, which typically involved multiple presentations throughout the school day in a classroom or assembly format. Recruitment presentations focused on the program overview and benefits while addressing the importance of job readiness.

PTECH supplied enrolled students with branded gear such as trucker hats, high-quality backpacks, pens, notebooks, water bottles and other items to encourage enthusiasm in the program and draw attention from other prospective students. Recruitment targeted sophomores, headed into their junior year. Enrolled students also received personal computers to use for schoolwork, job research, and virtual coaching meetings.

Program Highlights

Program participation increased due to the Regional Coordinators' regular presence on the high school campuses. Field trip participation helped gauge interest in pathways and the PTECH program as a whole. More emphasis was put on soft skill development. Regional Coordinators had an assortment of field trips arranged, occasionally taking day trips across the state to visit new areas and industry partners.

2016 saw more technology-focused camps like Hackfort and Summer of Code in addition to another Aerospace Camp and the White House Higher Education Summit. At Hackfort, students from northern and southern Idaho came together in Boise during the city's annual Treefort Fest, where they had VIP access to workshops, presentations, and networking events revolving around technology in Idaho. Enthusiasm and engagement were high throughout the two days. Summer of Code, also held in Boise, stemmed from the Khan Academy's coding campaign. Students practiced coding at their own pace while also connecting with instructors and real-world applications by visiting employers and schools.

Academics

Students continued meeting with the academic advisor once a semester for course planning and registration. Program participation required dual-credit coursework, with continued focus on the three original pathways: IT, Healthcare, and Aerospace/Advanced Manufacturing. Postsecondary institutions and IDLA continued to provide PTECH-specific cohort sections of courses. PTECH and Lewis-Clark State College joined forces to offer students the Web Development program, with PTECH specific sections available for students across the state. This gave students anywhere in Idaho the ability to pursue an IT program, and the entire Web Development AAS could be completed online.

IN THEIR OWN WORDS

"PTECH gave me skills that have helped me immensely in pursuing my goals, like time management, scheduling, completing a resume, and a better understanding of Idaho industries."

- PTECH STUDENT

The PTECH academic advisor kept reports on student success in dual-credit classes and regularly contacted students, parents, and teachers if a student was failing or needed attention. PTECH Coaches provided support to help motivate students through their coursework, while Regional Coordinators visited students who were struggling. Student grades in their pathway specific courses were monitored, and academic interventions were sent out by email to any student who had fallen below a 70%. This method of academic support proved to be inconsequential to the final outcome of the class.

Specialized Training

Beginning in 2015, PTECH offered experimental short-term training programs for students not enrolled in the regular PTECH program. These offerings targeted graduating seniors and were intended to meet immediate employment needs of both students and employers. While these programs were encouraged by specific companies, there was no financial support from them.

The first of these projects took place over the summer of 2016 with a manufacturer in North Idaho. Graduating seniors from local schools were recruited to participate in a four-week training that would prepare them for an assembly job. Training, conducted in partnership with the North Idaho College Workforce Development Center, included technical content as well as job-readiness instruction. This training did not qualify graduates for increased wages upon hire.

PTECH Partners

At the end of the year, 39 businesses designated their support for PTECH by signing partnership agreements. Another eight industry-based organizations signed support statements. These partnerships played a key role in PTECH's plan to produce a talent pipeline for employers, while employers provided verbal support of PTECH and/or opportunities for PTECH students to engage with employers. It was hoped that these partnerships would lead students to jobs and employers to a job ready candidate pool.

PTECH engaged in discussions with Idaho's Career & Technical Education (CTE) division regarding the development of "PTE Digital" – a series of entry level courses that would be available statewide for CTE students. This effort led to a financial award from the Federal Apprenticeship Grant in 2016, for which PTECH's Industry and Community Relations Director worked to develop apprenticeship opportunities throughout the state.

QUICK FACTS

2015-16 ENROLLMENT:
225 STUDENTS

ATTRITION RATE OF 2015-16 COHORT:
76%

COST PER STUDENT:
$5,800

Where Are They Now?

Thirty of these students had plans to pursue a PTECH-supported, postsecondary program in fall 2018.

ANALYSIS 2016-17

IN FALL 2016, EFFORTS SHIFTED AWAY FROM THE TRADITIONAL PTECH PATHWAYS into broader career exploration and general job readiness. Industry feedback dictated that entry level employees lacked essential workplace skills, regardless of their academic achievements. PTECH recognized two significant things: its original model was not scalable and students' career interests extended beyond the three limited pathways. Staffing changed slightly as the Director of Strategy and Operations resigned.

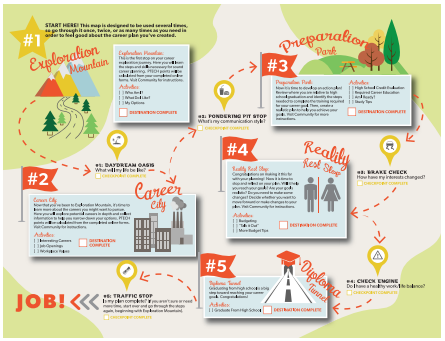
Recruitment

Recruitment shifted to reflect these changes. PTECH opened participation up to any Idaho student, regardless of their school affiliation. Student recruitment efforts ramped up and four more schools became loosely affiliated with PTECH, bringing the total to 17 partner schools and eight additional interested schools, for a total school base of 25. This was the final year that partner schools received Facilitator stipends. PTECH started placing less importance on dual-credit classes and more on the exploration aspect of visiting employers, attending conferences, working with coaches, and using online resources. Some computers were available for students, but the practice of assigning all students a laptop ceased.

PTECH changed to allow any student in grades 9-12 throughout the state to enroll. It also changed from physical paper enrollment forms to online applications and electronic signatures. Parent meetings were no longer held. Presentations to students were predominantly held in public school classrooms and auditoriums.

Career Map

PTECH unveiled a Career Map and an online student platform – a cross between Facebook and LinkedIn called Community – at the beginning of the school year. Map destinations like Exploration Mountain, Career City, Preparation Park, and Reality Rest Stop encouraged career exploration without limiting students to any specific pathway. Journeying through each stop allowed students to learn about themselves and their interests, aptitudes, and available careers. It also helped them develop a career plan. Coaching was embedded in the route. Students earned PTECH Points along the way, which they could cash in for prizes. A second version of the map was released in December 2016.



Student Conferences

At the beginning of the year, students attended a mandatory professional-style conference hosted by PTECH where they received the first version of the map with an online version available in Community. The conference featured a keynote speaker and guest speakers taught workshops on topics ranging from financial literacy to interview skills. Industry partners served on discussion panels, answered myriad student questions and hosted vendor booths. Students used this time to network and form new professional connections.

IN THEIR OWN WORDS

"Without this program I never would have been able to expose my students to college and career facility tours and experiential learning opportunities. It is a huge value to have students hear the importance of soft skills development from employers."

- IDAHO TEACHER

A second conference called "All Pathway Day" was held in December of that year. It emphasized job preparation through a life-sized game called Life-X. OneStone, a nonprofit, student-led organization, created and led the game while PTECH staff oversaw the breakout sessions.

Despite some weather-related challenges, the events saw students interact deeply with the content and each other; they left encouraged and excited about their futures.

Field Trips

As students earned more PTECH points, they unlocked the ability to attend more diverse and focused field trips and experiences that reflected their involvement in the career planning process. While school staff support and encouragement helped increase attendance on trips, PTECH started placing less reliance on schools and used Community as the hub for providing information about field trips and collecting digital permission slips.

Coaching

As the PTECH program evolved, so did coaching. Coaching was no longer a monthly requirement for enrolled students but instead contingent on students' progress through the Career Map. As students progressed through activities in the Career Map, they were required to meet with a coach at certain points to discuss and solidify learning. If students didn't actively engage with the Career Map, the coaching meetings could be minimal or non-existent.

Experiential Learning

PTECH took 15 students to Hackfort in spring 2017, where they engaged with industry personnel and networked with other tech-minded students. Six students attended another Aerospace Camp in Coeur d'Alene. Students didn't take an official college class at this camp, but participated in a number of hands-on aerospace building activities.

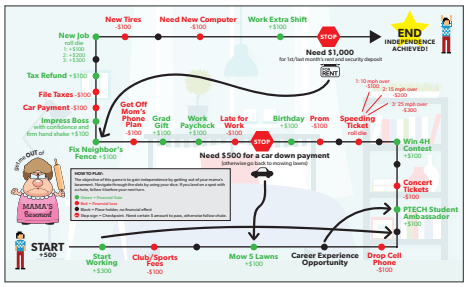
During the same summer, PTECH also organized a Diesel Tech camp in partnership with Western States CAT in Meridian, ID. Students spent three days learning skills to help them be successful as diesel mechanics in addition to touring relevant companies like Western States CAT and Rekluse Manufacturing. In summer 2017, PTECH also hosted a Construction Camp, in which four students built a tiny house from start to finish.

LET THE GAMES BEGIN

MAMA'S BASEMENT

In spring 2017 an original interactive game called *Mama's Basement* was developed by PTECH staff and added into recruitment presentations. The game humorously taught students the importance of preparing for life after high school and the impact of everyday expenses. The ultimate goal was to achieve financial independence and no longer live in "Mama's basement."

The game was well received by students and faculty. One school created a full day, school-wide event around the game, where students played a live-action version with a staff member playing "Mama."



ANALYSIS 2016-17

Where Are They Now?

PTECH students moved forward into their intended postsecondary career path at a rate of 30% (70% attrition rate). Spring 2017 saw the first year of PTECH students reach the point where they could have completed the full PTECH pathway. Ten students from the original cohort graduated, through completion of a technical certificate or AAS degree.

- Seven of those students followed a Technology pathway
- Two pursued Healthcare
- One graduated in Aerospace/ Advanced Manufacturing

2016-17 QUICK FACTS

2016-2017 ENROLLMENT:
194 STUDENTS

TOTAL ATTRITION RATE:
53%

COST PER STUDENT:
$4,000

Academic Advising

The academic advisor continued to meet with the original pathway-focused (Legacy) students once per semester to help them plan their academic route. No longer required, fewer students took dual credit coursework.

PTECH Partners

Industry partners engaged with students through activities, field trips, and conferences. Human resource personnel seemed particularly willing to meet and interact with PTECH students. Those who participated in conferences noted the students' level of preparation and interest being higher than that of their peers. One partner contributed $10,000 to PTECH; other partnerships continued to hinge on general good will and encouragement without a financial contribution.

PTECH engaged in discussions with Idaho's Career and Technical Education (CTE) about providing career exploration services to CTE students. While there was a strong effort to recruit students already in CTE pathways throughout the state, this effort ultimately dwindled.

In June 2017, the Governor's Workforce Development Task Force issued its final report. It urged several key actions that directly aligned with PTECH's focus. The Task Force hired staff and formed several subcommittees to find actionable solutions and achieve goals related to:

- Connecting Education to Careers
- Strengthening Career Advising
- Workforce Readiness
- Apprenticeships

Toward the end of the 2016-2017 school year, PTECH began exploring the idea of Social Impact Bond (also known as Pay for Success) funding as a means for longer term sustainability. PTECH contracted with a consultant to conduct a feasibility study.

ANALYSIS 2017-18

THE NORTH AND SOUTH REGIONAL COORDINATORS WERE PROMOTED to Regional Managers, in anticipation of hiring more coordinators to serve an increased student population. PTECH also added its first in-house coach in July 2017 and four staff members underwent intensive coach training, directed by InsideTrack. Coaching was moved in-house to allow for an increase in student enrollment and provide a significant cost savings.

Recruitment

Based on a board feedback regarding the high cost per student, PTECH set out to increase participation numbers. In summer and fall of 2017, recruitment became the top priority. In an effort to reach all Idaho high school students regardless of location, PTECH launched a statewide media campaign with the help of Drake Cooper, a local advertising agency. Students from new areas in Idaho signed up for PTECH.

To complement the media campaign, PTECH staff created event booths with interactive experiences to encourage sign-ups. These events took place at the X-Games in Boise, the North Idaho Fair in Coeur d'Alene, the Western Idaho Fair in Boise, and Manufacturing Day in Nampa. Recruitment at these combined efforts led to 818 online requests for more information, but the rate of return on investment led to a suspension of the campaign. By fall 2017, PTECH returned to school-based recruitment.

Presentations, still conducted on school campuses, focused on real-world readiness and workforce demands, highlighting the importance of awareness and exploration while in high school. Between June 2017 and December 2017, total student prospects increased from 600 to 929. This was an increase of over 50% from the previous three years' combined total. Actual enrolled students numbered 570 at the end of January 2018.

Program Adjustments

With a streamlined admission process, students could instantly join PTECH without parental consent through an online form. When students wanted to engage in coaching or live events, parental consent was required. New schools heard about PTECH through conferences or from other teachers. Fourteen new schools became informal partners, bringing the total number of schools involved with PTECH to 39. Many requested student presentations, but recruitment efforts ended in December 2017.

Enrolled students received branded swag, access to Community and the Career Map, and the opportunity to earn more prizes as they earned PTECH participation points. These continued to be earned through career exploration activities (map participation), coaching, demonstration of soft-skills, event attendance, and Community activity. PTECH Regional Managers met with students on campus when possible, often hosting informal "PTECH Lunches." Students were encouraged to find their right career fit, while broad career exploration, with a soft focus on the original, high-growth industries, was emphasized.

ANALYSIS 2017-18

Conferences and Field Trips

Students were invited, but not required, to attend one of three PTECH Live! Conferences in fall 2017 to "learn how to PTECH." Designed to help students maximize their PTECH experience, the events had a dismal attendance. Low turnout was credited to the fact that the event was held on a Saturday, attendance was optional, and support from school staff was inconsistent.

Field trips remained a key element in career exploration. In December of 2017, PTECH offered its first virtual tour of a veterinary office, which 180 students and school staff attended. Students and staff gave positive feedback, commenting on the ease of attendance without having a negative impact on the schedule for the academic day. The trip was recorded and posted for viewing on Community for students who could not join live. Subsequent virtual trips were offered throughout the state.

Changes Ahead

Major staff changes occurred in October when the Director of Youth Engagement and Operations resigned and the Academic Programs Manager assumed the position of Program Director. Academic advising for Legacy students continued in fall 2017. Pathway-specific course participation decreased significantly after it was no longer required, notably in fall 2017 and spring 2018. The lack of available pathway-specific courses also contributed to the decline in dual-credit course enrollment; many students who had been with PTECH for several years had already taken all the available pathway-specific courses offered online or at their schools.

A dramatic shift in the program occurred in December 2017, when PTECH learned that its daily operations would be ceasing at the end of June 2018, due to a loss of funding. Legacy students would continue in their supported pathways through June 2020. The loss of funding occurred just as PTECH had hit its stride with recruitment and was on track to have more than 1,000 students enrolled in spring 2018.

Job Ready Mentorship

In an effort to provide the maximum benefit for remaining students prior to June 2018, PTECH brought several long-standing goals together to create a Job Ready Mentorship (JRM). A mobile app, rather than a web-based platform (Community), was used to engage students. Through a partnership with InsideTrack, PTECH customized and used their uCoach app to capture the essential elements of PTECH participation: soft-skills acquisition, self-exploration, career exploration, creation of a career plan, field trip and conference participation, and coaching.

Rather than voluntary, open-ended participation, the JRM had a start date and an end date, with a scheduled series of "nudges" from the coach to encourage participation. Students pursuing a full-time postsecondary program in fall of 2018 who completed the JRM at 80% or higher and submitted a complete career plan were then eligible to apply for a PTECH Job Ready Scholarship at the end of the semester.

These scholarships were the first awards made by PTECH that were not directly tied to the original three pathways. Awards were $4,000 each and counted as a matching scholarship for the Idaho Postsecondary Credit Scholarship through the Idaho State Board of Education.

ANALYSIS 2017-18

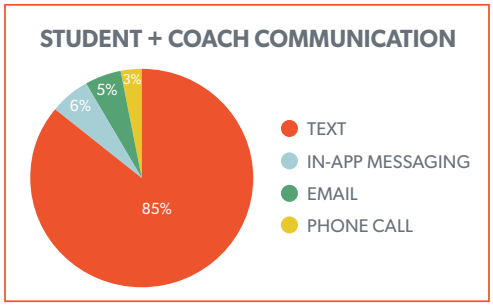
PTECH staff invited students to participate in the JRM by using a "coaching arc." All presently enrolled students received the invitation, which was sent by letter, email, text, and phone call. Students responded at a higher rate when they received texts and phone calls. Of the 570 students enrolled in PTECH at the beginning of the JRM recruitment, 114 accepted the invitation to participate in the Job Ready Mentorship.

The JRM culminated in a conference, held in both North and South Idaho. It featured a keynote speaker who focused on talent-stacking. This was followed by staff-led sessions focused on soft skills (networking, choosing a mentor, communication, personal branding) and then culminated with a panel of Human Resource professionals who answered a series of questions and led break-out group mock interviews.

The JRM ended on April 30, 2018, with 15 of the original 114 students completing the JRM at 80% or higher. Eleven of these students applied for, and received, a PTECH Job Ready Scholarship.

Lessons Learned from the Job Ready Mentorship

Students completed activities based on nudges, significant incentives, face-to-face opportunities, and deadlines. While this finding supports common-sense logic, having the evidence to show this truth can guide future programming. Students did not complete activities based on minor incentives, like swag (no matter how good it was) or based on simple intrinsic personal value inherent in the activities (e.g. the "because it's good for you" reason). Activity spikes occurred in direct relation to more significant incentives like scholarships and opportunities for face-to-face interactions (field trips/conferences), as well as the looming final deadline. Students significantly preferred in-app or text messaging to phone calls and emails.



PTECH Partners

PTECH continued to speak with CTE and the Workforce Development Council Outreach Committee, serving as a resource as the council and its members aimed to find ways to reach high school students and connect them to employment opportunities with Idaho employers.

Where Are They Now?

Legacy students moved from secondary to postsecondary training at a rate of approximately 30%. By spring, seven students completed the full technical certificate or associate degree pathway. Four 2018 graduates pursued Aerospace/Advanced Manufacturing and three pursued Healthcare.

On June 30, 2018, PTECH ceased its daily operations. From July 1, 2018 to June 30, 2020, PTECH will continue to serve its Legacy students as they move forward through their PTECH supported postsecondary programs. As of September 2018, 40 students continued on to pursue their futures in the Healthcare, Aerospace/Advanced Manufacturing and Technology pathways.

2017-18 QUICK FACTS

2017-2018 ENROLLMENT:
512 STUDENTS

COST PER STUDENT:
$3,200

LESSONS LEARNED

Programs

PTECH's mission, "to bridge the gap between education and industry by providing students with the credentials and skills needed to secure a well-paying job in Idaho's high growth industries while giving businesses access to a qualified pipeline of employees" provided a lofty goal, and reaching it proved to be challenging. The program ran more like an experimental project, with frequent pivots in direction. These program iterations were a result of feedback from students, schools, the primary funder, Idaho businesses, and shifting staff priorities.

LESSON LEARNED: Initial planning and adherence to the planned program are critical for engagement, longitudinal data, and determination of outcomes.

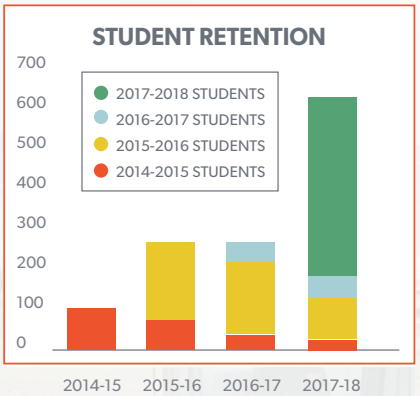
The program, as it was designed initially, required significant time (minimum 6 years) to see all original enrollees through completion of the program.

LESSON LEARNED: Plan project duration and metric evaluation with a realistic time frame.

Students

Working with youth provides many challenges and opportunities. As students mature, they determine what they do and don't want to do with their futures.

LESSON LEARNED: Avenues for students to explore paths and make adjustments to plans need to be incorporated into any career discovery process.



PTECH initially offered only three career pathways. While this served the needs of specific industries, schools and students found the choices limiting.

LESSON LEARNED: Recognize that students of this age are in an exploratory phase and structure a program accordingly.

Students' participation in most PTECH activities was optional and not tied to promised rewards. There were some students who never engaged consistently but received the benefit of the postsecondary scholarship.

LESSON LEARNED: If the program's design leads to desired outcomes, students must participate in order to gain the maximum benefit. This will also lead to better data on the efficacy of the program.

Younger students need to engage in self-exploration and broad career pathway research. PTECH enrolled students as young as eighth grade. Older students find value in looking at viable career options.

Lesson learned: Tailor activities and expectations to the students' needs and cognitive maturity levels.

Students love technology. PTECH tried to accommodate that with an online communication platform, however, students responded best after PTECH switched to a mobile app in the final semester.

LESSON LEARNED: Meet students where they are, with the technology they want to use.

One of the fundamental assumptions made at the beginning of PTECH was that students needed better access to technology to access more educational opportunities. This did not prove to be true, as students did not use their PTECH-issued laptops consistently or well.

LESSON LEARNED: Before providing expensive resources, ensure that they will be used.

Schools

PTECH found that small, rural schools proved to be the most nimble, receptive, willing, and excited to engage with PTECH staff and learning opportunities. Larger schools in more highly populated areas tended to either have their own career exploration plans and/or a tightly structured school day that didn't allow for PTECH visits, field trips, or extra activities.

LESSON LEARNED: Understanding the expectations and limitations of all involved parties will lead to more successful relationships.

Some school staff know their students well and can make wise recommendations for program participation. When a trusted adult encourages a student, the student will often complete an activity.

LESSON LEARNED: Having school staff support proved to be key in the degree of success and student engagement.

Stakeholder Engagement:

PTECH formed loose partnerships with employers, higher education, and state entities. Some relationships were formalized with partnership agreements or MOUs. Results of the partnerships generally resulted in verbal support of PTECH and participation in student-focused activities. Anticipated financial support did not materialize.

LESSON LEARNED: Formalize agreements that provide detailed anticipated outcomes before enrolling students.

Work Accomplished

As a result of PTECH's four years of student engagement:

- **19** students have technical certificates or college degrees
- **40** more students are enrolled in PTECH-supported postsecondary programs.
- **807** students initiated the career planning process.
- **68.7%** of former students indicated that they had "gone on" to a postsecondary degree or certificate program. *This is 23.7% higher than the state's 2017 Go-On rate of 45%.*
- **95.6%** of current PTECH students indicated that PTECH played a positive role in their career exploration process.
- **64%** of former students learned they "had a choice" in careers because of PTECH involvement.
- **67%** of former students said that PTECH-sponsored field trips had a significant impact on their career planning process.

- **73%** of current students said that PTECH helped them understand how to prepare for life after high school.
- **88.5%** of PTECH parents indicated that PTECH played a positive role in their child's career exploration process.

91.6% of PTECH parents indicated that their student's involvement with PTECH sparked a family discussion about the student's future. From that discussion:

- **67.6%** of parents indicated that the student exhibited an increased positive outlook for his/her future plans because of PTECH participation.
- **70.5%** expressed an increased awareness and/or interest in potential career options.
- **88%** of parent respondents would recommend PTECH to another parent.

School staff reported that the top four activities that had significant impacts on student career exploration process were:

- **87.5%** - Meeting with PTECH staff
- **81%** - Field trips/business tours
- **62.5%** - College campus visits
- **50%** - Coaching calls

Additional stats:

- **93.8%** of school staff reported that students displayed an increased hope for the future because of their involvement with PTECH.
- **91.9%** of students indicated in post-field trip surveys that they would not have had access to industry-based field trips without PTECH.
- **100%** of Industry partner respondents indicated that PTECH reinforced the soft skills required by industry on field trips / student tours.

FEEDBACK

EMPLOYER PARTNER:

"Having personally been involved in workforce development issues for a number of years, the Idaho PTECH program is one of the most effective and efficient programs I have observed from the outside. Incredibly motivated staff with outreach to both educators and industry that appears to be far reaching and very successful."

PARENTS:

"Being able to meet and ask questions of professionals in different fields allowed my child to discover what elements of jobs were important to her and what elements fit with her skill set."

"PTECH offered [my student] the opportunity to talk one on one with those in the medical field. Discussions with those already in the field she was interested in gave her many insights into the many different options within that field."

"[My son's] experience in PTECH has greatly influenced him pursuing his goals. The networking with businesses emboldened him to talk with employers, inventors and professors and colleges. The skills he learned during camps and classes were invaluable. His experience with PTECH encouraged him to pursue learning more about electronics and technology which ultimately thrusted him into robotics. We, his parents, cannot thank the PTECH staff enough for all of the opportunities and encouragement that they have provided."

"PTECH came along at the right time and gave him a path to pursue that otherwise wouldn't have been offered at the high school. He was already beginning to figure out where his interests were, but PTECH gave him an extra push."

SCHOOL STAFF:

"PTECH is a program that focuses on the students who have been without an option for post-high-school training for way too long. Focusing positive attention on community college/certificate programs as a REAL option for students is a move in the right direction."

"I had many students that were active in PTECH and I loved watching many of them feel a sense of belonging and purpose especially the target group. The opportunities that students were able to participate in were professionally organized and students felt special. All of this created a recipe for success and believing in themselves."

"For the kids who participated, PTECH was a game changer. I have seen students who are failing and have no purpose at school be lifted up because of what PTECH can do. If we had more of this kind of program we would see increased interest in kids at school."

PTECH STUDENTS:

"PTECH has motivated me a lot. If not the program itself, then the people running it. Watching the staff run the program I learned what motivation looked like and I hope that I can someday be that motivated. I love the amount of energy which is put into PTECH, it made the fear of planning the future feel more like a fun afternoon activity. Thank you for all of the time and effort you've put into students like me!"

"I really loved my time with PTECH as it allowed me to explore. It provided me a set path that I've continued even after I moved to Oregon. If it wasn't for PTECH, I don't think I'd be the student I am today. I also don't think I'd be as passionate about what I'd like to pursue."

"PTECH gives amazing opportunities to discover what you want to do for your career. Even if your path is not supported by them financially, they will point you in the direction that you need to go in order to be successful."

Conclusion

In the end, PTECH's efforts positively impacted a number of Idaho's students and their families, while also further exploring the intricate connection between employment and industry, the state, the education system, and Idaho's future workforce. It is the PTECH staff's hope that this important work will be carried on in our state or perhaps adapted to meet the needs of other states. Fittingly, Idaho's motto "Esta Perpetua" (It Is Forever) dictates that our state look to its future as we seek to serve all its citizens.

IDAHOPTECH

Questions: Contact Stephanie Childress through June 2020: (208) 502-0298 or stephanie@idahoptech.org

Any variance of data to previous reports may be due to the timing of data extraction. The information in this report is based on annual calculations, using the school year calendar of July 1 – June 30. Student, staff, parent and industry data was collected via surveys conducted in spring 2018.

ATTACHMENT 1

SUBJECT

2020-2025 K-20 Education Strategic Plan

REFERENCE

December 2015	Board received update on progress toward 60% educational attainment goal and areas for consideration as policy levers for increasing degree production and approved the updated K-20 Education Strategic Plan including adjustment to level of credential benchmarks.
December 2016	Board reviewed and discussed amendments to the Board's FY18-FY22 K-20 Education Strategic plan and approved amendments to the Board's FY18-FY22 Higher Education Research Strategic Plan.
August 2017	Board discussed in detail goal one and possible amendments to the K-20 Education strategic plan and requested the Planning, Policy and Governmental Affairs Committee continue the work and bring back proposed amendments to the Board for consideration.
December 2017	Board discussed and requested additional changes to the Board's new strategic plan.
February 2018	Board approved new K-20 Education Strategic Plan (FY20-FY24) significantly rewriting the Goals, Objectives, and Performance Measures.
October 2018	Board reviewed the K-20 Educational System performance measures and directed staff to remove a number of performance measures and bring forward annual degree production targets for consideration in the updated K-20 Education Strategic Plan for the December 2018 Board meeting.
December 2018	Board reviewed the draft K-20 Education Plan and discussed setting institution level credential production goals by level of credential.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.M. Planning and Reporting
Section 67-1903, Idaho Code

BACKGROUND/ DISCUSSION

The Idaho State Constitution, Article IX, Section 2, provides that the general supervision of the state educational institutions and public school system of the State of Idaho, "shall be vested in a state board of education, the membership, powers and duties of which shall be prescribed by law." Through responsibilities set in the State Constitution and Idaho statutes, the State Board of Education (Board) is charged with the general supervision, governance and control of all educational institutions and agencies supported in whole or in part by the state.

This includes public schools, colleges and universities, Department of Education, Division of Career Technical Education, Idaho Public Television, and the Division of Vocational Rehabilitation. The Board and the executive agencies of the Board are charged with enforcing and implementing the education laws of the state.

Due to these broad responsibilities, the Board serves multiple roles. The Board sits as a policy-making body for all publicly funded education in Idaho and provides general oversight and governance for public K-20 education and community colleges. The Board has a direct governance role as the Board of Regents for the University of Idaho and the board of trustees for the other public four-year college and universities. The K-20 Education strategic plan must encompass and serve all of these aspects of Idaho's public education system.

The Board's strategic plan is a forward looking roadmap used to guide future actions, define the vision and mission of Idaho's K-20 educational system, guide growth and development, and to establish priorities for resource distribution. Strategic planning provides a mechanism for continual review to ensure excellence in public education throughout the state. The strategic plan establishes the Board's goals and objectives that are consistent with the Board's governing ideals, and communicates those goals and objectives to the agencies and institutions under the Board, the public, and other stakeholder groups.

At the October regular Board meeting, the Board reviews performance measures from the K-20 Education Strategic Plan as well as the performance of the agencies and institutions. Unlike the strategic plan work, the performance measure review is a backward look at progress made during the previous four years toward reaching the strategic plan goals and objectives. Section 67-2903, Idaho Code sets out minimum planning elements that are required to be in every agency and institution strategic plan as well as the annual review and updating requirement that is the basis for the Board's strategic planning cycle.

At the October 2018 regular Board meeting, as part of the K-20 Education Performance Measure discussion, the Board directed staff to bring forward annual production targets by credential level and institution that would be needed to help Idaho meet the population-based educational attainment goal. This information was provided as part of the Work Session at the December 2018 regular Board meeting. Updated work force need projections and production targets were discussed, and staff were directed to bring back additional information for discussion during the regular February 2019 Board meeting. This information will be provided as part of the February 2019 Board meeting Work Session.

IMPACT

Once the Board has approved the updated strategic plan, the agencies, institutions and special/health programs will update their strategic plans for the Board's consideration in April 2019 with final approval scheduled for June 2019.

ATTACHMENTS

Attachment 1 – 2020–2025 K-20 Education Strategic Plan - Consolidated
Attachment 2 – Strategic Planning Requirements

STAFF COMMENTS AND RECOMMENDATIONS

At the October 2018 Regular Board Meeting the Board reviewed the performance of Idaho's K-20 education system through the review of progress towards the benchmarks and performance targets of the K-20 Education Strategic Plan and the agencies, institutions and special/health programs that makeup Idaho's education system. As part of this conversation, the Board gave feedback to staff on amendments to the K-20 Education Strategic Plan, asking that a number of performance measures be removed. During the December 2018 Regular Board meeting the Board discussed the establishment of postsecondary credential performance targets for each of the institutions being incorporated into the Board's K-20 Education Strategic Plan. As part of that discussion it was determined that additional work needed to be done on updating the projections for Idaho's work force needs prior to setting performance targets. As part of the review of the proposed amendments to the strategic plan, it was noted that in developing a strategic plan that focused more on end of the pipeline outcomes it now included very few K-12 performance measures. Staff were asked to include additional amendments for Board consideration in February that would capture the importance of the K-12 portion of the education pipeline in preparing students for college and career.

The additional amendments incorporated in Attachment 1 include the creation of a fourth goal in the plan. A new Goal 2 has been added focusing on student readiness. Two options are being proposed for the Board's consideration:

> **GOAL 2: QUALITY EDUCATION.** Ensure inclusive and equitable quality education that imparts the knowledge and skills needed to be ready for postsecondary education, career and the responsibilities of citizenship, and promote lifelong learning characteristics.
>
> **OR**
>
> **GOAL 2: EDUCATIONAL READINESS** – Provide a rigorous, uniform, and thorough education that empowers students to be lifelong learners and prepares all students to fully participate in their community and postsecondary and work force opportunities.

At this time a single objective is being proposed: "Objective A: Rigorous Education - Deliver rigorous programs that challenge and prepare students to transition through each level of the educational system." Performance towards meeting this goal and objective would be measured through student performance at the various levels within the education pipeline, including reading readiness in kindergarten through grade 3, the transition from elementary school to middle school, middle school to high school, and from high school to postsecondary education and the work force. Two new performance measures are proposed for addition, these include students scoring at grade level on the statewide reading assessment and the percentage of student meeting proficient or advanced on the Idaho Standards

Achievement Test. The remaining five performance measures that are proposed for this new goal and objective are being moved from other sections of the strategic plan and include the high school cohort graduation rates, percentage of high school graduates meeting the college readiness benchmarks on a college entrance exam, percentage of high school graduates participating in one or more advanced opportunities, percent of dual credit students graduating with an associate's degree, and Idaho's "go-on" rates at 12 month and 36 months after high school graduation.

The Board will have the opportunity to make additional amendments to the strategic plan prior to approval at the February 2019 Regular Board meeting.

Staff recommends only state level production targets be including in the K-20 Education strategic plan, and institution specific targets be maintained as a separate standalone production plan or the institutions be directed to incorporate the production targets as performance measures within the institution specific strategic plans. The institutions will be bringing their updated strategic plans forward for Board consideration at the April and June Board meetings.

Staff recommends approval of the strategic plan.

BOARD ACTION

I move to improve the 2020-2015 K-20 Education Strategic plan as amended.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ATTACHMENT 1

Idaho State Board of Education

~~FY2019~~FY2020-~~2024~~2025

Idaho K-20 Public Education - Strategic Plan

MISSION

To provide leadership, set policy, and advocate for transforming Idaho's educational system to improve each Idaho citizen's quality of life and enhance the state's global competitiveness.

VISION

The State Board of Education envisions an accessible, affordable, seamless public education system that results in a highly educated citizenry.

An Idaho Education: High Potential – High Achievement

GOAL 1: EDUCATIONAL SYSTEM ALIGNMENT – Ensure that all components of the educational system are integrated and coordinated to maximize opportunities for all students.

- **Objective A: Data Access and Transparency -** Support data-informed decision-making and transparency through analysis and accessibility of our public K-20 educational system.
- **Objective B: Alignment and Coordination** – Ensure the articulation and transfer of students throughout the education pipeline (secondary school, technical training, postsecondary, etc.).

GOAL 2: EDUCATIONAL READINESS – Provide a rigorous, uniform, and thorough education that empowers students to be lifelong learners and prepares all students to fully participate in their community and postsecondary and work force opportunities.

- **Objective A: Rigorous Education -** Deliver rigorous programs that challenge and prepare students to transition through each level of the educational system.

GOAL ~~2~~3: EDUCATIONAL ATTAINMENT – Idaho's public colleges and universities will award enough degrees and certificates to meet the education and forecasted workforce needs of Idaho residents necessary to survive and thrive in the changing economy.

- **Objective A: Higher Level of Educational Attainment –** Increase completion of certificates and degrees through Idaho's educational system.
- **Objective B: Timely Degree Completion –** Close the achievement gap, boost graduation rates and increase on-time degree completion through implementation of the Game Changers (structured schedules, math pathways, co-requisite support).
- **Objective C: Access -** Increase access to Idaho's robust educational system for all Idahoans, regardless of socioeconomic status, age, or geographic location.

GOAL 3: WORKFORCE READINESS - The educational system will provide an individualized environment that facilitates the creation of practical and theoretical knowledge leading to college and career readiness.

- **Objective A: Workforce Alignment –** Prepare students to efficiently and effectively enter and succeed in the workforce.
- **Objective B: Medical Education** – Deliver relevant education that meets the health care needs of Idaho and the region.

ATTACHMENT 1

FY20~~19~~20-20~~24~~25
Idaho K-20 Public Education - Strategic Plan

MISSION STATEMENT
To provide leadership, set policy, and advocate for transforming Idaho's educational system to improve each Idaho citizen's quality of life and enhance the state's global competitiveness.

VISION STATEMENT
The State Board of Education envisions an accessible, affordable, seamless public education system that results in a highly educated citizenry.

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Objective A: Data Access and Transparency - Support data-informed decision-making and transparency through analysis and accessibility of our public K-20 educational system.

Objective B: Alignment and Coordination – Ensure the articulation and transfer of students throughout the education pipeline (secondary school, technical training, postsecondary, etc.).

GOAL 2: QUALITY EDUCATION. Ensure inclusive and equitable quality education that imparts the knowledge and skills needed to be ready for postsecondary education, career and the responsibilities of citizenship, and promote lifelong learning characteristics.

OR

GOAL 2: EDUCATIONAL READINESS – Provide a rigorous, uniform, and thorough education that empowers students to be lifelong learners and prepares all students to fully participate in their community and postsecondary and work force opportunities.

Objective A: Rigorous Education - Deliver rigorous programs that challenge and prepare students to transition through each level of the educational system.

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Objective B: Timely Degree Completion – Close the achievement gap, boost graduation rates and increase on-time degree completion through implementation of the Game Changers (structured schedules, math pathways, co-requisite support).

Objective C: Access - Increase access to Idaho's robust educational system for all Idahoans, regardless of socioeconomic status, age, or geographic location.

ATTACHMENT 1

GOAL ~~3~~4: WORKFORCE READINESS- The educational system will provide an individualized environment that facilitates the creation of practical and theoretical knowledge leading to college and career readiness.

Objective A: Workforce Alignment – Prepare students to efficiently and effectively enter and succeed in the workforce.

Objective B: Medical Education – Deliver relevant education that meets the health care needs of Idaho and the region.

ATTACHMENT 1

FY2019~~19~~20-2024~~24~~25
Idaho K-20 Public Education - Strategic Plan

PERFORMANCE MEASURES:

G1: Objective A: Data Access and Transparency - Support data-informed decision-making and transparency through analysis and accessibility of our public K-20 educational system.

I. **Development of a single K-20 data dashboard and timeline for implementation.**
Benchmark: Completed by FY2018

G1: Objective B: Alignment and Coordination – Ensure the articulation and transfer of students throughout the education pipeline (secondary school, technical training, postsecondary, etc.).

I. **Percent of Idaho community college transfers who graduate from four year institutions.**
Benchmark: 25% or more (by 2024)

II. **Percent of postsecondary first time freshmen who graduated from an Idaho high school in the previous year requiring remedial education in math and language arts.**
Benchmark: 2 year – less than 55% (by 2024)
4 year – less than 20% (by 2024)

G2: Objective A: Rigorous Education - Deliver rigorous programs that challenge and prepare students to transition through each level of the educational system.

I. **Percentage of students scoring at grade level on the statewide reading assessment (broken out by grade level, K-3).**
Benchmark: TBD

II. **Percentage of students meeting proficient or advance on the Idaho Standards Achievement Test (broken out by subject at each transition grade level, 5, 8, high school).**
Benchmark: TBD

III. **High School Cohort Graduation rates (4 year and 5 year).**
Benchmark: 95% or more (by 2024)

IV. Percentage of Idaho high school graduates meeting college placement/entrance exam college readiness benchmarks (broken out by subject).
Benchmark: SAT – 60% or more (by FY2024)
ACT – 60% or more (by FY2024)

V. Percent of high school graduates who participated in one or more advanced opportunities.
Benchmark: 80% or more (by FY2024)

VI. Percent of dual credit students who graduate high school with an Associate's Degree.
Benchmark: 3% or more (by FY2024)

VII. Percent of high school graduates who enroll in a postsecondary institution:
Within 12 months of high school graduation.
Benchmark: 60% or more (by FY2024)
Within 36 months of high school graduation.
Benchmark: 80% or more (by FY2024)

G~~2~~3: Objective A: Higher Level of Educational Attainment – Increase completion of certificates and degrees through Idaho's educational system.

~~III.~~VIII. Percent of Idahoans (ages 25-34) who have a college degree or certificate requiring one academic year or more of study.
Benchmark: 60% or more (by 2025)

IX. Total number of certificates/degrees produced, by institution per year:
a) Certificates
b) Associate degrees
c) Baccalaureate degrees

~~**IV I. High School Cohort Graduation rate.**~~
~~**Benchmark:** 95% or more (by 2024)~~

~~V.~~X. Percentage of new full-time degree-seeking students who return (or who graduate) for second year in an Idaho postsecondary public institution. (Distinguish between new freshmen and transfers)
Benchmark: 2 year - 75% or more (by 2020)
4 year - 85% or more (by 2020)

~~VI.~~XI. Percent of full-time first-time freshman graduating within 150% of time or less (2yr and 4yr).
Benchmark: 50% or more (2yr/4yr) (by 2024)

G~~2~~3: Objective B: Timely Degree Completion – Close the achievement gap, boost graduation rates and increase on-time degree completion through.

I. **Percent of undergraduate, degree-seeking students completing 30 or more credits per academic year at the institution reporting.**
Benchmark: 50% or more (by 2025)

~~II. **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.**~~
~~**Benchmark:** TBD - This is a new performance measure for FY2019. Baseline data will be analyzed in FY19 for setting the benchmark.~~

~~III.~~II. **Percent of new degree-seeking freshmen completing a gateway math course within two years.**
Benchmark: 60% or more (by 2025)

~~IV. **Number of programs offering structured schedules.**~~
~~**Benchmark:** TBD - This is a new performance measure for FY2019. Baseline data will be analyzed in FY19 for setting the benchmark.~~

~~V.~~III. **Median number of credits earned at completion of Associate's or Baccalaureate degree program.**
Benchmark: Transfer Students: 69/138 or less (by 2020)
Benchmark: non-transfer students: 69/138 or less (by 2020)

G~~2~~3: Objective C: Access - Increase access to Idaho's robust educational system for all Idahoans, regardless of socioeconomic status, age, or geographic location.

I. **Annual number of state-funded scholarships awarded and total dollar amount.**
Benchmark: 3,000 or more, $16M or more (by FY2024)

II. **Proportion of postsecondary graduates with student loan debt.**
Benchmark: 50% or less (by FY2024)

~~III. I. **Percentage of Idaho high school graduates meeting college placement/entrance exam college readiness benchmarks.**~~
~~**Benchmark:** SAT – 60% or more (by FY2024)~~
~~ACT – 60% or more (by FY2024)~~
~~IV. I. **Percent of high school graduates who participated in one or more advanced opportunities.**~~
~~**Benchmark:** 80% or more (by FY2024)~~

~~V. I. Percent of dual credit students who graduate high school with an Associate's Degree.~~
~~Benchmark: 3% or more (by FY2024)~~

~~VI.~~ III. **Percent of students who complete the Free Application for Federal Student Aid (FAFSA).**
Benchmark: 60% or more (by 2025)

~~VII. I. Percent of high school graduates who enroll in a postsecondary institution:~~
~~Within 12 months of high school graduation.~~
~~Benchmark: 60% or more (by FY2024)~~
~~Within 36 months of high school graduation.~~
~~Benchmark: 80% or more (by FY2024)~~

~~VIII.~~ IV. **Percent cost of attendance (to the student)**
Benchmark: 96% (or less) of average cost of peer institutions (by FY2024)

~~IX.~~ V. **Average net cost to attend public institution.**
Benchmark: 4 year - 90% or less of peers (using IPEDS calculation) (by FY2024)

~~X.~~ VI. **Expense per student FTE**
Benchmark: $20,000 or less (by FY2024)

~~XI.~~ VII. **Number of degrees produced**
Benchmark: 15,000 or more (by FY2025)

G4~~3~~: Objective A: Workforce Alignment – Prepare students to efficiently and effectively enter and succeed in the workforce.

I. **Percentage of students participating in internships.**
Benchmark: 10% or more (by 2024)

II. **Percentage of undergraduate students participating in undergraduate research.**
Benchmark: Varies by institution (by 2024)

III. **Ratio of non - STEM to STEM baccalaureate degrees conferred in STEM fields (CCA/IPEDS Definition of STEM fields).**
Benchmark: 1:0.25 or more (by 2024)

IV. **Increase in postsecondary programs tied to workforce needs.**
Benchmark: 10 or more (by 2024)

G4~~3~~: Objective B: Medical Education – Deliver relevant education that meets the health care needs of Idaho and the region.

I. **Number of University of Utah Medical School or WWAMI graduates who are residents in one of Idaho's graduate medical education programs.**
Benchmark: 8 graduates at any one time (annual – FY19)

II. **Idaho graduates who participated in one of the state sponsored medical programs who returned to Idaho.**
Benchmark: 60% or more (by 2024)

III. **Percentage of Family Medicine Residency graduates practicing in Idaho.**
Benchmark: 60% or more (by 2024)

IV. **Percentage of Psychiatry Residency Program graduates practicing in Idaho.**
Benchmark: 50% or more (annual – FY19)

V. **Medical related postsecondary programs (other than nursing).**
Benchmark: 100 or more (by 2024)

KEY EXTERNAL FACTORS

Idaho public universities are regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU). To that end, there are 24 eligibility requirements and five standards, containing 114 subsets for which the institutions must maintain compliance. The five standards for accreditation are statements that articulate the quality and effectiveness expected of accredited institutions, and collectively provide a framework for continuous improvement within the postsecondary institutions. The five standards also serve as indicators by which institutions are evaluated by national peers. The standards are designed to guide institutions in a process of self-reflection that blends analysis and synthesis in a holistic examination of:

- The institution's mission and core themes;
- The translation of the mission's core themes into assessable objectives supported by programs and services;
- The appraisal of the institution's potential to fulfill the Mission;
- The planning and implementation involved in achieving and assessing the desired outcomes of programs and services; and
- An evaluation of the results of the institution's efforts to fulfill the Mission and assess its ability to monitor its environment, adapt, and sustain itself as a viable institution.

ATTACHMENT 1

EVALUATION PROCESS

The Board convenes representatives from the institutions, agencies, and other interested education stakeholders to review and recommend amendments to the Board's Planning, Policy and Governmental Affairs Committee regarding the development of the K-20 Education Strategic Plan. Recommendations are then presented to the Board for consideration in December. Additionally, the Board reviews and considers amendments to the strategic plan annually, changes may be brought forward from the Planning, Policy, and Governmental Affairs Committee, Board staff, or other ad hoc input received during the year. This review and re-approval takes into consideration performance measure progress reported to the Board in October.

Performance towards meeting the set benchmarks is reviewed and discussed annually with the State Board of Education in October. The Board may choose at that time to direct staff to change or adjust performance measures or benchmarks contained in the K-20 Education Strategic Plan. Feedback received from the institutions and agencies as well as other education stakeholders is considered at this time.

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Performance towards meeting the set benchmarks is reviewed and discussed annually with the State Board of Education in October. The Board may choose at that time to direct staff to change or adjust performance measures or benchmarks contained in the K-20 Education Strategic Plan. Feedback received from the institutions and agencies as well as other education stakeholders is considered at this time.

ATTACHMENT 2

Strategic Planning Requirements

Pursuant to sections 67-1901 through 1903, Idaho Code, and Board Policy I.M. the strategic plans for the institutions, agencies and special/health programs under the oversight of the Board are required to submit an updated strategic plan each year. This requirement also applies to the states K-20 Education Strategic Plan developed by the Board. These plans must encompass at a minimum the current year and four years going forward. The separate area specific strategic plans are not required to be reviewed and updated annually; however, they are required to meet the same formatting and component requirements. The Board planning calendar schedules the K-20 Education Strategic Plan to come forward to the Bard at the December Board meeting and again for final review, if necessary, at the February Board meeting. The institution and agency strategic plans come forward annually at the April and June Board meetings, allowing for them to be updated based on amendments to the K-20 Education Strategic Plan or Board direction. This timeline allows the Board to review the plans and ask questions in April, and then have them brought back to the regular June Board meeting, with changes if needed, for final approval while still meeting the state requirement that all required plans be submitted to the Division of Financial Management (DFM) by July 1 of each year. Once approved by the Board; the Office of the State Board of Education submits all of the plans to DFM.

Board policy I.M. sets out the minimum components that must be included in the strategic plans and defines each of those components. The Board's requirements are in alignment with DFM's guidelines and the requirements set out in Sections 67-1901 through 67-1903, Idaho Code. The Board policy includes two additional provisions. The plans must include a mission and vision statement, where the statutory requirements allow for a mission or vision statement and in the case of the institutions, the definition of mission statement includes the institutions core themes.

Pursuant to State Code and Board Policy, each strategic plan must include:

1. A comprehensive mission and vision statement covering the major programs, functions and activities of the institution or agency. Institution mission statements must articulate a purpose appropriate for a degree granting institution of higher education, with its primary purpose to serve the educations 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 compenents and the definition of each component, Board policy I.M. requires each plan to be submitted in a consistent format.

SUBJECT

College of Eastern Idaho – Community College District Expansion

REFERENCE

January 27, 2017	Idaho State Board of Education (State 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 request to add Bingham County to the College of Eastern Idaho Community College District. Resolution was forwarded to the electorate (measure failed during election).

ALIGNMENT WITH STRATEGIC PLAN

Goal 2: Educational Attainment, Objective A: Higher Level of Educational Attainment

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-2103 - 05, Idaho Code

BACKGROUND/DISCUSSION

On May 16, 2017, Bonneville County voters approved, by a vote of 71.4% to 28.6%, creation of the College of Eastern Idaho (CEI) to be a successor entity to Eastern Idaho Technical College (EITC).

Section 33-2105, Idaho Code, provides that "any territory not in an existing community college district may become a part of a community college district by a [simple majority] vote of the school district electors resident of said territory …." (Note: the term "territory" is undefined). To initiate the process, "a petition signed by not less than one hundred (100) school district electors of the territory proposed to be added to the community college district, or twenty percent (20%) of the school district electors within the territory, whichever is the lesser, describing the boundaries of the territory, and a true copy thereof, shall be filed with the board of trustees of the community college district."

The Community College Board of Trustees must send its recommendations and the petition, to the State Board. The State Board then must "consider" the petition "as it is required to consider a petition for the formation of a community college district." If the State Board approves the petition, it must so notify the board of trustees of the community college district and the board of county commissioners of the home county of the community college district.

On November 14, 2018, the College of Eastern Idaho Board of Trustees approved the petition from the Lemhi County Commissioners to add Lemhi County to the College of Eastern Idaho Community College District; and its recommendation along with the original petition were received by the State Board office on November 27, 2018. Pursuant to section 33-2110A, Idaho Code, community colleges are authorized to charge an "out-of-district" fee to counties for their residents who attend the college, when the student is not a resident of a community college district. The out-of-district fee is paid by the county from the counties liquor funds, which are distributed to the counties for this purpose.

Section 33-2103, Idaho Code, sets forth minimum requirements for the formation of a community college district, as follows:

1) The community college district must contain the area, or any part thereof, of four (4) or more school districts and the area or any part thereof, of one (1) or more counties;
2) Aggregate enrollment in grades nine (9) through twelve (12) is not less than 2,000 students; and
3) The market value of real and personal property value of the proposed district must not be less than $100,000,000.

The statute further directs that "the state board of education in considering a petition filed pursuant to Section 33-2104, Idaho Code, shall verify all the above requirements, as well as determine the number of the students expected to attend and the facilities available, or to be made available, for operation of the school."

In addition, Section 33-2104, Idaho Code, requires the Board to review the following information in determining whether to approve any petition:

1) Existing postsecondary opportunities within the proposed district;
2) Number of prospective students for the proposed community college;
3) Financial viability of the new community college with income from tuition and sources as provided by law.

Section 33-2103, Idaho Code Requirements:

1) <u>Number of Local School Districts</u>
   The area of the proposed district includes the area (in whole or in part) of three (3) school districts:

   Salmon School District #291
   South Lemhi School District #292
   Challis Joint School District #181

2) Aggregate Enrollment of High School Students (Grade 9 through 12)

	2013-14	2014-15	2015-16	2016-17	2017-18
Salmon Jr./Sr. High	256	256	236	260	275
Salmon Alternative High School	11	7	6	2	10
Leadore School	18	22	17	16	21
Challis Jr./Sr. High (High School not located in Lemhi County)	125	132	135	125	123
Upper Carmen Charter High School (#486)	-	-	16	24	20

3) Taxable Market Value (based on FY2019 Tax Levies)

181	Challis Joint	598,560,106
291	Salmon	653,307,686
292	South Lemhi	89,531,313

4) Facilities Available
Most courses would be delivered on the community college campus or online. Courses may also be delivered at high schools in Lemhi County depending on community demand and space availability.

Section 33-2104, Idaho Code Requirements:

1) Existing Opportunities for Postsecondary Education
Historically, EITC only offered career technical education courses leading to a certificate or associate of applied science degree. Enrollment was capped in many programs due to accreditation requirements or the physical and equipment limitation of some career technical courses. Fall 2016 headcount was 676, while full-time equivalent was 470. With the formation of CEI in Bonneville County, academic courses leading to the Associate of Arts degree began in fall 2017. This significantly increased access to affordable postsecondary options in this region of Idaho.

University Place is a higher education center located in Idaho Falls. Idaho State University offers certificates, associates and baccalaureate degrees. The University of Idaho offers certificate and baccalaureate degrees. Both universities also offer graduate programs. Below is a five-year history of aggregate enrollment at University Place.

Academic Year	2013-14	2014-15	2015-16	2016-17	2017-18
Headcount*	3,054	2,972	2,466	2,114	1,927
FTE**	877	787	1,025	988	1,236

Idaho State University in Pocatello is a comprehensive regional research university offering a full complement of programs leading to certificates and associates, baccalaureate, master's, doctorate and professional degrees.

Academic Year	2013-14	2014-15	2015-16	2016-17	2017-18
Headcount***	14,658	14,204	13,156	12,366	11,845
FTE**	8,436	8,581	8,408	7,917	7,640

* unduplicated
** unduplicated; FTE = 30 credit hours
*** Campus headcount is based on the campus where the course originates. If a student is enrolled in courses that originate from more than one campus the student count is duplicated.

2) Projected Enrollment
College of Eastern Idaho enrollment projections (assuming a community college district made up only of Bonneville County).

	FY17 (Actual)	**FY18** (Actual)	**FY19** (projected)	**FY20** (Projected)	**FY21** (Projected)	**FY22** (Projected)
Annual (unduplicated) Enrollment Headcount – Excluding Workforce Training	1,008	1,301	1,889	2,833	3,682	4,234
Growth in headcount per year		22%	45%	50%	30%	15%
Annual Unduplicated FTE	467	584	922	1,383	1,798	2,068
Workforce Training Headcount	14,014	17,521	-	-	-	-

Projections are based on a review of the College of Western Idaho's growth pattern, the application of CSI's student enrollment in Idaho Falls and demographic multiplying factors (e.g. population of the Idaho Falls metropolitan statistical area).

While historic population growth in Lemhi County is essentially flat, the need for a workforce with some form of postsecondary education remains strong throughout the state.

3) Financial Viability
In summer 2016 a financial pro forma was prepared in consultation with EITC administration. The pro forma was also vetted with Board staff and legislators. The pro forma uses the following material revenue assumptions:
   a) Tuition = $129 per credit hour (in district), or $1,202/full-time one-semester
   b) Projected enrollment growth as depicted in #2, above.
   c) District property tax assessment at $15 per $100,000 of assessed value
   d) $5,013,800 on-going general fund appropriation in FY2019
   e) Phased-in request for state General Fund support commensurate with enrollment increases
   f) $200,000 liquor funds

Based upon the projected revenues and expenditures set forth above, the State Board of Education has already determined the community college district to have sufficient revenues with which to support normal college expenditures.

The proposed addition of Lemhi County to the community college district would enhance the financial viability of CEI.

IMPACT

Approval of the resolution as provided in Attachment 1 will allow for an election to be called in Lemhi County for creation of a community college district pursuant to the requirements of Sections 33-2105 and 34-106, Idaho Code.

Section 33-2104A, Idaho Code, provides that "a proposal to redefine the boundaries of trustee zones of a community college district shall be initiated by its board of trustees at the first meeting following … the electors' approval of the addition of territory pursuant to section 33-2105, Idaho Code. The board of trustees shall submit the proposal to the state board of education within one hundred twenty (120) days following the … election."

ATTACHMENTS

Attachment 1 – CEI Board of Trustees Recommendation
Attachment 2 – County Clerk Affidavit Certification of Signatures

STAFF COMMENTS AND RECOMMENDATIONS

The College of Eastern Idaho's community college district is made up of the boundary of Bonneville County. Lemhi County is not contiguous to Bonneville County. There is no requirement for community college districts to consist of areas that are contiguous. When evaluating the minimum number of students criteria the number of students in the new combined community college district are considered, not just the number of students in the area being added.

Staff finds that the petitioners and College of Eastern Idaho Board of Trustees duly satisfied the requirements for the addition of territory to a community college district set forth in Section 33-2105, Idaho Code.

Staff recommends approval of the petition.

BOARD ACTION

I move to approve the Resolution set forth in Attachment 1 recommending the addition of territory made up of the boundaries of Lemhi County to the current territory of the College of Eastern Idaho community college district.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ATTACHMENT 1

College of Eastern Idaho

November 15, 2018

College of Eastern Idaho
1600 S. 25th E.
Idaho Falls, ID 83404

Idaho State Board of Education
650 W State St # 307
Boise, ID 83720

To the Idaho State Board of Education;

On November 14, 2018, the Board of Trustees of the College of Eastern Idaho, led by Chairman Park Price, considered the request presented by the Commissioners of Lemhi County to allow Lemhi County to join into the College of Eastern Idaho Community College district. The Board was presented with a certified petition containing 116 signatures of registered voters in Lemhi County in support of the initiative.

After careful consideration, the College of Eastern Idaho Board of Trustees voted to recommend that the Lemhi County voters' petition, attached hereto, to be added to the territory of the College of Eastern Idaho Community College District be approved by the Idaho State Board of Education, pursuant to Idaho Code, Section 33-2105.

On behalf of the Board of Trustees, it is endorsed that the Idaho State Board of Education permit voters in Lemhi County to decide future involvement in the Community College District.

Respectfully,

Kristina Buchan, District Election Official
College of Eastern Idaho Taxing District

RECEIVED
NOV 27 2018
OFFICE OF THE
STATE BOARD OF EDUCATION

Attached: Original voter signatures, Letters certifying authenticity

ATTACHMENT 2

STATE OF IDAHO)
) SS
COUNTY OF LEMHI)

I, Terri J. Morton, County Clerk of Lemhi County, Salmon, Idaho do hereby certify that 15 signatures attached to the petition of CEI are those of qualified electors that are registered in Lemhi County.

Signed: Terri J Morton
County Clerk or Deputy

(Seal of Office)

ATTACHMENT 2

PETITION TO JOIN COMMUNITY COLLEGE DISTRICT FOR THE COLLEGE OF EASTERN IDAHO

We, the undersigned citizens and qualified electors of the State of Idaho, in and for Lemhi County, respectfully petition the Board of Trustees for the College of Eastern Idaho that Lemhi County in its entirety join the Community College District for the College of Eastern Idaho.

Each of the following signers certifies that: 1) I have personally signed this petition, 2) I am registered to vote under the name signed below, and 3) I am registered to vote at the address listed below which is in Lemhi County, Idaho.

	Date (8/1/18)	Printed Name (Sally S. Smith)	Signature (Sally S. Smith)	Voting Address/City (123 N. Main, Salmon)	
OK 1	8/7/18	Kristin Foss	Kristin Foss	302 Front ST/Salmon	
OK 2	8/7/18	Dorothy M. Prange	Dorothy M. Prange	602 12th St Salmon	
3	8/7/18	Robert A. Butzman	Robert A. Butzman	4 moonlight Drive, Salmon	Already signed
OK 4	8/8/18	Dana Michele Cotton	Dana M. Cotton	103 Bitterroot Lane, Salmon	
OK 5	8/9/2018	Steve Adams	Steve Adams	1411 Bryan Ave.	
OK 6	8/14/18	Valorie F. Teeple	[illegible]	109 Neyman St, Salmon	
OK 7	8/14/18	Joseph A. Proksch	Joseph A. Proksch	823 Union Ave, Salmon	
OK 8	8/16/18	CHERYL D. CERRUTI	[illegible]	~~860~~ 360 MARGARET ST, SALMON	

OK	9	8/16/18	Julianne T. Weir		109 Lombard Salmon ID 83467
OK	10	8/16/18	FRED N. WAIDELY	Fred N Waidely	601 LOMBARD SALMON, ID 83467
OK	11	8/16/18	SUSAN R. POLK	Susan R. Polk	98 SHEEP CREEK ROAD, NORTH FORK, ID 83466
No	12	8-16-18	~~Nathan~~ Nathanial Dahl		618 hope Ave Salmon ID 83467 Not Regist.
OK	13	9/4/18	Laurie D. Dupree	Laurie D. Dupree	52 Lemhi Rd Salmon, ID 83467
OK	14	9/4/18	PETE BLAKELEY	Pete Blakeley	31 FIFE LN. SALMON ID 83467
No	15	9/5/18	Nicole M Johnson		43 Upper Big Flat Lane, Carmen ID 83462 Not Regist.
OK	16	9-5-18	DANNY ALDOUS	Danny Aldous	5 ALDOUS DRIVE SALMON ID 83467
OK	17	9-5-18	CANDACE FORSHAY	Candace Forshay	305 Fairmont St. Salmon, ID 83467
OK	18	9/6/18	ERIC ARELLO		103 BITTERROOT LANE SALMON, ID 83467
	19				
	20				
	21				
	22				

ATTACHMENT 2

State of Idaho)

) ss.

County of Lemhi)

I Tammy Stringham, being first duly sworn, say: That I am a resident of the State of Idaho and at least eighteen (18) years of age; that every person who signed this sheet of the foregoing petition signed his or her name thereto in my presence; I believe that each has stated his or her name, address and residence correctly; and that each signer is a qualified elector of the State of Idaho and a resident of the County of Lemhi.

Tammy Str

Signature of Signature Gatherer

Mailing Address: 615 Union Ave
Salmon, ID 83467

Subscribed and sworn to me before this 10th day of September, 2018.

Clint Morse

Notary Public

Residing at: Lemhi County

My commission expires: 7/26/23

CLINT MORSE NOTARY PUBLIC Comm No. 20170187 STATE OF IDAHO

ATTACHMENT 2

STATE OF IDAHO)
) SS
COUNTY OF LEMHI)

I, Terri J. Morton, County Clerk of Lemhi County, Salmon, Idaho do hereby certify that 21 signatures attached to the petition of CEI are those of qualified electors that are registered in Lemhi County.

Signed: Terri J. Morton
County Clerk or Deputy

(Seal of Office)

PETITION TO JOIN COMMUNITY COLLEGE DISTRICT FOR THE COLLEGE OF EASTERN IDAHO

We, the undersigned citizens and qualified electors of the State of Idaho, in and for Lemhi County, respectfully petition the Board of Trustees for the College of Eastern Idaho that Lemhi County in its entirety join the Community College District for the College of Eastern Idaho.

Each of the following signers certifies that: 1) I have personally signed this petition, 2) I am registered to vote under the name signed below, and 3) I am registered to vote at the address listed below which is in Lemhi County, Idaho.

		Date (8/1/18)	Printed Name (Sally S. Smith)	Signature (*Sally S. Smith*)	Voting Address/City (123 N. Main, Salmon)
OK	1	8/16/18	CINDY K OLSON	Cindy K Olson	2 Twin Sisters Circle, Salmon
OK	2	8/16/18	Julie Ann Dodd	Julie Ann Dodd	45 Guth Rd; Salmon, ID 83467
OK	3	9/4/18	Cindy Phelps	Cindy Phelps	90 Aldous Dr., Salmon, ID 83467
OK	4	9/4/18	Pam Dahle	Pam Dahle	277 Lemhi Rd, Salmon
OK	5	9-5-18	Katy Smith	Katy Smith	701 Neyman Salmon ID 83467
OK	6	9/5/2018	Tamara L. Bruhn-Nelson	Tamara L Bruhn-Nelson	30 Sims Ranch Rd Salmon, ID 83467
OK	7	9/6/2018	Kelly C. Phelps	KC Phelps	90 Aldous Drive, Salmon, ID
OK	8	9-6-18	LINDA COLE	[illegible]	5 Happy Rd., Lemhi, ID

OK	9	9-6-18	Robert A Russell	Robert A Russell	5 Sims Ranch Rd, Salmon ID. 83467
OK	10		Nancy D. Russell	Nancy D. Russell	5 Sims Ranch Rd, Salmon, ID
OK	11	9-6-2018	Pattie Dahl	P Dahl	42 Lost Valley Rd Salmon Id 83467
OK	12	9-6-18	Cori Allen		17 Stormrider, Salmon ID 83467
OK	13	9-6-18	Ryan Allen		17 Stormrider Road Salmon, Id 83467
OK	14	9-6-18	Bill Allen		10 E. King ST. SALMON, ID 83467
OK	15	9/6/18	Ken Hill		608 Lincoln St. Salmon, ID 83467
OK	16	9/6/18	Diana Weiss	Diana Weiss	8 Haynes Cr. Rd. Salmon, Id. 83467
OK	17	9/6/18	Sandy Kollenberg	Sandy Kollenberg	11 DANCE LANE, SALMON, ID 83467
OK	18	9/6/18	Maryann J. Torbett	Maryann Torbett	46 Hammon Dr Salmon, ID 83467
OK	19	9/6/18	Jill Hunt	Jill Hunt	11 HAY HOOK DR. SALMON, ID. 83467
NO	20	9/6/18	Clint Hinkley		11 Hay Hook Dr. Salmon ID 83467
OK	21	9/7/18	CHUCK KEMPNER	C.M. Kempner	731 BROADWAY ST SALMON
OK	22	9/7/18	Ramona Sellegren	Ramona Sellegren	731 Broadway St Salmon

ATTACHMENT 2

State of Idaho)

) ss.

County of Lemhi)

I Cindy Phelps, being first duly sworn, say: That I am a resident of the State of Idaho and at least eighteen (18) years of age; that every person who signed this sheet of the foregoing petition signed his or her name thereto in my presence; I believe that each has stated his or her name, address and residence correctly; and that each signer is a qualified elector of the State of Idaho and a resident of the County of Lemhi.

Cindy Phelps

Signature of Signature Gatherer

Mailing Address: 90 Aldous Dr
Salmon, ID 83467

Subscribed and sworn to me before this 7th day of Sept, 2018.

BRENDA ARMSTRONG NOTARY PUBLIC Comm No. 44018 STATE OF IDAHO

Brenda Armstrong

Notary Public

Residing at: Salmon ID

My commission expires: 3/14/2023

ATTACHMENT 2

STATE OF IDAHO)
) SS
COUNTY OF LEMHI)

I, Terri J. Morton, County Clerk of Lemhi County, Salmon, Idaho do hereby certify that 19 signatures attached to the petition of CEI are those of qualified electors that are registered in Lemhi County.

Signed: Terri J. Morton
County Clerk or Deputy

(Seal of Office)

District Court Seventh Judicial District
State of Idaho
Lemhi County

ATTACHMENT 2

PETITION TO JOIN COMMUNITY COLLEGE DISTRICT FOR THE COLLEGE OF EASTERN IDAHO

We, the undersigned citizens and qualified electors of the State of Idaho, in and for Lemhi County, respectfully petition the Board of Trustees for the College of Eastern Idaho that Lemhi County in its entirety join the Community College District for the College of Eastern Idaho.

Each of the following signers certifies that: 1) I have personally signed this petition, 2) I am registered to vote under the name signed below, and 3) I am registered to vote at the address listed below which is in Lemhi County, Idaho.

		Date (8/1/18)	Printed Name (Sally S. Smith)	Signature (Sally S. Smith)	Voting Address/City (123 N. Main, Salmon)
OK	1	8/22/18	Barbara E. Miller	Barbara E Miller	14 Adams Dr, Salmon ID 83467
NR	2	8/22/18	Jerry M Miller	Jerry M Miller	14 Adams Dr - Salmon ID 83467
OK	3	8/22/18	Meredith A. Galvan	Meredith A	24 Hugh Ln, Salmon, ID 83467
OK	4	8/22/18	MICAELA R. BERAN	Micaela R Beran	19 Melanie Dr Salmon, ID 83467
OK	5	8/22/18	Paula R. Tomlinson	Paula Tomlinson	13 Gott Ln Salmon, ID 83467
OK	6	8/22/18	Nan Bryant	Nan Bryant	10 Blackadar Lane Salmon, ID 83467
OK	7	8/22/18	Susan Niles Seber	Susan Niles Seber	3 Black Hawk Place Lane Carmen ID 83462
OK	8	8/22/18	Sherm K Kathleen Lukens	Sherm Kathleen Lukens	39 Pollard Creek Acres Rd Salmon, ID 83467

Registered at Pekerson Creek

OK	9	8/22/18	Nancy Whenry	Nancy Whenry	215 S Saint Charles Rd Salmon ID 83467
OK	10	8.22.18	Elizabeth Allen	Elizabeth Allen	533 main 10 Kim Street Salmon Id 83467
OK	11	8-22-18	Lydia Leyba	Lydia Leyba	PO Box 604 14 Riverside Dr Salmon Id 83467
NO	12	8/22/18	Billie Jo Taylor-Bales	Billie Jo Taylor-Bales	500 S. St. Charles Salmon, ID 83467
OK	13	8/22/18	Merry B Logan	Merry B Logan	171 Corbett Ln Salmon, ID 83467
OK	14	8/22/18	Carol L. Hoopes-Bullock	Carol H Bullock	48 Wagon Wheel Rd Salmon, ID 83467
OK	15	8/22/18	Katie Cooper	Katie Cooper	408 S Kay Salmon ID 83467
OK	16	8/22/18	Renee Riggleman	[illegible]	28 Coverdale Salmon ID 83467
OK	17	8.22.18	Frances Mueller	Frances Mueller	10 Summer Creek Drive Salmon, ID 83467
OK	18	8/22/18	Nathan J. Mueller	Nathan J Mueller	10 Summer Creek Dr Salmon ID 83467
OK	19	8/22/18	Amalia L. Phillips	Amalia Phillips	186 Lemhi Rd Salmon, ID 83467
OK	20	8/22/18	Jolene Zanutto	Jolene Zanutto	78 S. Cherokee Rd Salmon, Id. 83467
NO	21	8/22/18	Annette S. Koerner	[illegible]	35 Hammon Dr Salmon ID 83467 (Registered @ 121 S. St. Charles Rd)
OK	22	8/22/18	Beth Miller	Beth Miller	7 Jakich Dr Salmon, ID 83467

ATTACHMENT 2

State of Idaho)

) ss.

County of Lemhi)

I Barbara E. Miller, being first duly sworn, say: That I am a resident of the State of Idaho and at least eighteen (18) years of age; that every person who signed this sheet of the foregoing petition signed his or her name thereto in my presence; I believe that each has stated his or her name, address and residence correctly; and that each signer is a qualified elector of the State of Idaho and a resident of the County of Lemhi.

Barbara E. Miller

Signature of Signature Gatherer

Mailing Address: 14 Adams Dr
Salmon, ID 83467

Subscribed and sworn to me before this 22nd day of August, 2018.

Terri J. Morton

Notary Public

Residing at: Salmon

My commission expires: 4-25-2020

TERRI J. MORTON NOTARY PUBLIC STATE OF IDAHO

ATTACHMENT 2

STATE OF IDAHO)
) SS
COUNTY OF LEMHI)

I, Terri J. Morton, County Clerk of Lemhi County, Salmon, Idaho do hereby certify that 22 signatures attached to the petition of CEI are those of qualified electors that are registered in Lemhi County.

Signed: Terri J Morton
County Clerk or Deputy

(Seal of Office)

District Court Seventh Judicial District
State of Idaho
Lemhi County

PETITION TO JOIN COMMUNITY COLLEGE DISTRICT FOR THE COLLEGE OF EASTERN IDAHO

We, the undersigned citizens and qualified electors of the State of Idaho, in and for Lemhi County, respectfully petition the Board of Trustees for the College of Eastern Idaho that Lemhi County in its entirety join the Community College District for the College of Eastern Idaho.

Each of the following signers certifies that: 1) I have personally signed this petition, 2) I am registered to vote under the name signed below, and 3) I am registered to vote at the address listed below which is in Lemhi County, Idaho.

		Date (8/1/18)	Printed Name (Sally S. Smith)	Signature (Sally S. Smith)	Voting Address/City (123 N. Main, Salmon)
OK	1	8/20/18	LORETTA A. RYE	Loretta A. Rye	39 Ruby Ln. SALMON
OK	2	8/20/18	MARY W Bohna	Mary W Bohna	712 Jefferson Salmon
OK	3	8/20/18	Laura A. Hendricks	Laura A Hendricks	3 Apache Way - Salmon
OK	4	8/20/18	Judith Wachholder	Judith Wachholder	2007 Hwy 93N ~~P.O. Box 43~~, North Fork
OK	5	8/20/18	Nancy A Lindstrom	Nancy A Lindstrom	854 Lemhi Rd, Salmon, ID
OK	6	8/20/18	Marion S. Nicoll	Marion S Nicoll	4 Becker Rd, North Fork, ID 83466
OK	7	8/20/18	MARILYN L. Cook	Marilyn L Cook	306 Porphyry, Salmon, Id. 83467
OK	8	8/20/18	Tina M Mauterstock	Tina Mauterstock	211 Hwy 93 S Salmon Id 83467

ATTACHMENT 2

OK	9	8/20/18	ALISSA K. DEDMON	[signature]	2632 HWY 93N, NORTH FORK, ID 83466
OK	10	8/20/18	MARY Helen RITAN	Mary Helen Ritan	702 Courthouse Dr. Salmon, IDaho 83467
OK	11	8/20/18	Roberta J. MEADVILLE	Roberta J. Meadville	60 Indian Creek Rd. North Fork, 83466
OK	12	8/20/18	Barbara G. Wolf	Barbara G Wolf	20 Cutler Rd, North Fork, ID 83466
OK	13	8/20/18	Anna M. Vihlen	Anna Vihlen	Hwy 28 #2085
OK	14	8/20/18	Amelia Say	Amelia Say	Hwy 28 Salmon ID 83467
OK	15	8/20/16	Raylene A. Lomonaco	Raylene A. Lomonaco	10 Baird Ln. Salmon, ID 83467
OK	16	8-20-16	Loralee Hallenbeck	Loralee Hallenbeck	6 Rock Pt Rd, No Fork, Idaho 83466
OK	17	8-20-16	DeVon Bielby	DeVon Bielby	406 Normaline St. Salmon, Id 83467
OK	18	8.21.18	Janine Dellario	Janine Dellario	423 W. Elkhorn Rd. Salmon ID 83467
OK	19	8/21/18	Gary D. Power	Gary D Power	1003 old Leesburg Rd Salmon, ID 83467
OK	20	8-21-18	Sharon M Monroy	Sharon Monroy	75 Sagebrush Ave Salmon, Id 83467
OK	21	8-21-18	Maria A. Andrus	Maria Andrus	5 Dutton Lane Salmon Idaho 83467
OK	22	8-21-18	Tawna Skinner	Tawna Skinner	5 Dutton Lane Salmon ID 83467

ATTACHMENT 2

State of Idaho)

) ss.

County of Lemhi)

I Barbara E. Miller, being first duly sworn, say: That I am a resident of the State of Idaho and at least eighteen (18) years of age; that every person who signed this sheet of the foregoing petition signed his or her name thereto in my presence; I believe that each has stated his or her name, address and residence correctly; and that each signer is a qualified elector of the State of Idaho and a resident of the County of Lemhi.

Barbara E Miller

Signature of Signature Gatherer

Mailing Address: 14 Adams Dr
Salmon, ID 83467

Subscribed and sworn to me before this 22nd day of August, 2018.

TERRI J. MORTON NOTARY PUBLIC STATE OF IDAHO

Terri J Morton

Notary Public

Residing at: Salmon

My commission expires: 4-25-2020

ATTACHMENT 2

STATE OF IDAHO)
) SS
COUNTY OF LEMHI)

I, Terri J. Morton, County Clerk of Lemhi County, Salmon, Idaho do hereby certify that 20 signatures attached to the petition of CET are those of qualified electors that are registered in Lemhi County.

Signed: Terri J. Morton
County Clerk or Deputy

(Seal of Office)

PETITION TO JOIN COMMUNITY COLLEGE DISTRICT FOR THE COLLEGE OF EASTERN IDAHO

We, the undersigned citizens and qualified electors of the State of Idaho, in and for Lemhi County, respectfully petition the Board of Trustees for the College of Eastern Idaho that Lemhi County in its entirety join the Community College District for the College of Eastern Idaho.

Each of the following signers certifies that: 1) I have personally signed this petition, 2) I am registered to vote under the name signed below, and 3) I am registered to vote at the address listed below which is in Lemhi County, Idaho.

		Date (8/1/18)	Printed Name (Sally S. Smith)	Signature (*Sally S. Smith*)	Voting Address/City (123 N. Main, Salmon)
OK	1	8/13/18	KATHLEEN BROWN	Kathleen Brown	702 12TH ST SALMON, ID 83467
OK	2	8/15/18	Luke Prange	Luke Prange	602 12 ST Salmon Id 83467
OK	3	8/15/18	MARTHA Edgeer	Martha Edgeer	38 Dogwood Salmon Id 83467
OK	4	8/15/18	Bernadine Berry	Bernadine Berry	24 Dogwood Lane Salmon, ID 83467
OK	5	8-15-18	Alexia Cochrane	Alexia Cochrane	507 13th St. Salmon ID 83467
OK	6	8-15-18 Eileen Boehmke	Eileen Boehmke	Eileen Boehmke	22 Dogwood Lane Salmon Id 83467
OK	7	8/18/2018	Jeff Thompson	Jeff Thompson	409 GRANITE ST SALMON ID 83467
OK	8	8/18/2018	Louise Christine Wagenknecht	Louise Christine Wagenknecht	1768 Lee Creek Rd. Leadore, ID 83464

ATTACHMENT 2

		Date	Printed name	Signature	Voting address
OK	9	8/18/2018	Lucinda Solo	Lucinda Solo	301 North Highway 93 Salmon ID 83467
OK	10	8/18/2018	Brady Bever	Brady Bever	334 Catherine Ln. Salmon, ID 83467
OK	11	8/19/2018	Janice Blackadar	Janice Blackadar	janiceblackadar@gmail.com
OK	12	8-19-2018	Lynda Powers	Lynda Powers	lyndapowers@hotmail.com
	13			129 Monroe St	
OK	14	8/19/18	Jefferson Brown	Jefferson M. Brown	202 12th Street SALMON · ID 83467
OK	15	8/23/18	Robert L. Blackadar	Robert L. Blackadar	10 N. Cherokee Rd Salmon, ID 83467
OK	16	8/27/18	Connie Delaney	Connie Delaney	216 Stevens Ave Salmon Idaho 83467
OK	17	8/27/18	CAROLE BERKIFF	Carole Berkiff	36 BIG FLAT LN Carmen ID 83462
OK	18	8/27/18	Ramona Combs-STAUFFER	Ramona Combs-Stauffer	865 Lemhi Rd Salmon, ID 83467
OK	19	8/27/18	JEFF STRATTER	[illegible]	205 N TERRACE ST SALMON ID 83467
	20	8/27/18	Sean Basler	[illegible]	1520 Roosevelt Ave Salmon, ID 83467
OK	21	8/27/18	ABBIE GONGLOFF	Abbie Gongloff	1520 Roosevelt Ave SALMON ID 83467
OK	22	8/27/18	Lexa Leonard	Lexa Leonard	217 Augusta Avenue Salmon, ID 83467

ATTACHMENT 2

State of Idaho)

) ss.

County of Lemhi)

I Dorothy Prange, being first duly sworn, say: That I am a resident of the State of Idaho and at least eighteen (18) years of age; that every person who signed this sheet of the foregoing petition signed his or her name thereto in my presence; I believe that each has stated his or her name, address and residence correctly; and that each signer is a qualified elector of the State of Idaho and a resident of the County of Lemhi.

Dorothy M. Prange

Signature of Signature Gatherer

Mailing Address:

Subscribed and sworn to me before this 27 day of August, 2018.

Brenda Armstrong

Notary Public

Residing at: Salmon ID

My commission expires: 3/14/2023

BRENDA ARMSTRONG NOTARY PUBLIC STATE OF IDAHO

ATTACHMENT 2

STATE OF IDAHO)
) SS
COUNTY OF LEMHI)

I, Terri J. Morton, County Clerk of Lemhi County, Salmon, Idaho do hereby certify that 19 signatures attached to the petition of CEI are those of qualified electors that are registered in Lemhi County.

(Seal of Office)

Signed: Terri J. Morton
County Clerk or Deputy

PETITION TO JOIN COMMUNITY COLLEGE DISTRICT FOR THE COLLEGE OF EASTERN IDAHO

We, the undersigned citizens and qualified electors of the State of Idaho, in and for Lemhi County, respectfully petition the Board of Trustees for the College of Eastern Idaho that Lemhi County in its entirety join the Community College District for the College of Eastern Idaho.

Each of the following signers certifies that: 1) I have personally signed this petition, 2) I am registered to vote under the name signed below, and 3) I am registered to vote at the address listed below which is in Lemhi County, Idaho.

		Date (8/1/18)	Printed Name (Sally S. Smith)	Signature (*Sally S. Smith*)	Voting Address/City (123 N. Main, Salmon)
OK	1	8-24-18	Tammy Lee Stringham	Tammy L Stringham	615 Union Ave, Salmon ID 83467
OK	2	8/24/18	Robert A. Gutzman	Robert A Gutzman	4 Moonlight Drive Salmon Id 83467
OK	3	8/24/18	Melva A. Gutzman	Melva A. Gutzman	4 Moonlight Dr Salmon, ID 83467
OK	4	8/24/18	LARRY N. GWARTNEY	[illegible]	210 Courthouse DR. SALMON ID 83467
OK	5	8/24/18	Jack Sorensen	Jack Sorensen	503 13th St Salmon Id 83467
OK	6	8/25/18	SHARON CONNER	Sharon Conner	210 12th St Salmon, Id 83467
OK	7	8/25/18	Melissa Conner	Melissa Conner	210 12th St. Salmon, ID 83467
OK	8	8/26/18	MARY SMITH	Mary Smith	129 Lemhi Rd. Salmon, ID. 83467

OK	9	8/26/18	JORDAN Smith	Jordan P. Smith	129 Lemhi Rd SALMON, ID 83467
OK	10	8/28/18	Trevor Wing	Trevor Wing	300 S 14th St Salmon ID 83467
OK	11	8/30/18	LaNa Stillman	LaNa Stillman	1703 Shoup St Salmon, ID 83467
OK	12	8/30/18	Judith Meyers	Judith Meyers	402 Bulwer Street Salmon, ID 83467
OK	13	8/30/18	Gayla M. Kaiser Gayla M. Kaiser	Gayla M. Kaiser	902 Shanafelt St. Salmon, ID 83467
OK	14	9/1/18	Kristina Bunce	Kristina Bunce	407 Fulton St Salmon, Idaho 83467
OK	15	9/1/18	JOHN K BUNCE II	[illegible]	407 FULTON ST SALMON, IDAHO 83467
OK	16	9/2/18	JOHN M. WOLF	John M. Wolf	20 CUTLER ROAD NORTH FORK, ID 83466
OK	17	9/2/18	Courtney Warner	[illegible]	411 Broadway Ave Salmon ID 83467
OK	18	9/2/18	MARLA SHANAFELT	Marla Shanafelt	1307 Roosevelt Ave. Salmon, Idaho 83467
OK	19	9/2/18	Amber Halle	Amber Halle	1521 Roosevelt Ave. Salmon, ID. 83467
OK	20	9/2/18	Cody HALLE	[illegible]	1521 ROOSEVELT AVE. SALMON ID 83467
OK	21	9-2-18	Luann Wing	Luann Wing	119 State Street, Salmon, ID 83467
OK	22	9-21-18	Marjy Warner	Marjy Warner	306 West 5th Ave

ATTACHMENT 2

State of Idaho)

) ss.

County of Lemhi)

I Robert A. Gutzman, being first duly sworn, say: That I am a resident of the State of Idaho and at least eighteen (18) years of age; that every person who signed this sheet of the foregoing petition signed his or her name thereto in my presence; I believe that each has stated his or her name, address and residence correctly; and that each signer is a qualified elector of the State of Idaho and a resident of the County of Lemhi.

Signature of Signature Gatherer

Mailing Address: 4 Moonlight Drive
Salmon, Idaho 83467

Subscribed and sworn to me before this 6th day of Sept, 2018.

BRENDA ARMSTRONG NOTARY PUBLIC STATE OF IDAHO

Notary Public

Residing at: Salmon ID

My commission expires: 3/14/2023

DIVISION OF CAREER TECHNICAL EDUCATION

SUBJECT

Announcement of the Launch of the Strengthening Career and Technical Education for the 21st Century Act.

REFERENCE

October 2006	Board received an update on the new state Carl D. Perkins transition plan
February 2007	Board approved the state federal Carl D. Perkins six-year plan
February 2008	Board approved updated five-year plan under the Perkins Act

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-2201 through 33-2207, Idaho Code;
P.L. 109-270 Carl D. Perkins Career and Technical Education Act of 2006, as amended by the Strengthening Career and Technical Education for the 2st Century Act (2018)
Idaho Administrative Code, IDAPA 55.01.01

ALIGNMENT WITH STRATEGIC PLAN

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.

BACKGROUND/DISCUSSION

The Strengthening Career and Technical Education for the 21st Century Act (Perkins V) was signed into law by President Trump on July 31, 2018. This bipartisan measure reauthorized the Carl D. Perkins Career and Technical Education Act, which provides roughly $1.3 billion annually in Federal funding, administered by the U.S. Department of Education (Department), for career and technical education (CTE) for our nation's youth and adults.

IMPACT

Perkins V provides an opportunity for Career and Technical Education to help drive Idaho towards our goal of 60% of Idahoans between the ages of 25 and 34 possessing a degree or certificate by 2025, improve the occupational outlook of our students, and provide the skilled workforce Idaho employers need. Perkins V also supports the recommendations of Idaho's 2017 Workforce Development Task Force, to build CTE secondary and postsecondary program capacity to meet workforce demand.

ATTACHMENTS

Attachment 1 – ICTE Perkins V Announcement Letter
Attachment 2 – OCTAE Letter
Attachment 3 – Perkins V Comparison

STAFF COMMENTS AND RECOMMENDATIONS

The new Strengthening Career and technical Education for the 21st Century Act, referred to as Perkins V, reauthorizes the Carl D. Perkins Career and Technical Education Act of 2006. The purpose of Perkins V is to increase learner access to high-quality Career Technical Education (CTE) programs of study, with a focus on systems alignment and program improvement. Perkins V also emphasizes improving the academic and technical achievement of CTE students, and strengthening the connections between secondary and postsecondary education and improving accountability. Perkins V, like Perkins IV, requires the submittal of a state plan with state determined levels of performance. Like the Consolidated State Plan for the Every Student Succeeds Act, the Perkins V planning requirements include requirements for levels of performance to be determined in consultation with stakeholders (defined in Sec.122 – State Plan) involved in the state plan development process and for the public to be provided with at least 60 days to comment. The comments received must be included in the state plan and must include a written response to the comments. The development of the plan must also engage representatives of secondary and postsecondary career technical programs, community representatives (including parents, students and community organizations), representatives of the state workforce development board, members and representatives of special populations, representatives of business and industry, representatives of agencies serving out-of-school youth, homeless children, and at-risk youth, representatives of Indian Tribes and Tribal organization, and individuals with disabilities. Like the Consolidated State Plan, the Perkins Plan also includes a requirement that the governor is given 30 days to sign the plan.

Pursuant to Section 33-110, Idaho Code, the State Board of Education is designated as the State Education Agency which is authorized to negotiate, and contract with, the federal government, and to accept financial or other assistance from the federal government. Similar to Section 33-110, Idaho Code, Section 33-2202, Idaho Code, designates the State Board of Education as the State Board for Career Technical Education for the purpose of carrying out the provisions of the federal act known as the Smith-Hughes act and any subsequent acts affecting vocational education and to execute the laws of the state relative to career technical education. This section further authorizes the Board to cooperate with the federal government to administer such legislation, relative to career technical education.

BOARD ACTION

This item is for informational purposes only.

ATTACHMENT 1

Perkins V Focus and Opportunity for Idaho

The Strengthening Career and Technical Education for the 21st Century Act (generally referred to as Perkins V) provides an opportunity for Career and Technical Education to help drive Idaho towards our goal of 60% of Idahoans between the ages of 25 and 34 possessing a degree or certificate by 2025, improve the occupational outlook of our students, and provide the skilled workforce Idaho employers need. The Act also supports the recommendations of Idaho's 2017 Workforce Development Task Force, to build CTE secondary and postsecondary program capacity to meet workforce demand.

As part of the Federal Perkins reauthorization in 2018, states are being given an unprecedented opportunity to fundamentally change how they spend their federal CTE funds. States are now expected to invest in programs of study, better prepare students for careers, and more closely link their programs to labor market needs.

Idaho will work to accomplish these objectives through key activities:

- Improving relationships between secondary and postsecondary through transition-centered activities and stronger college and career advising
- Strengthening the direct pipeline from secondary to postsecondary education within CTE
- Connecting Perkins projects to labor market needs

Idaho will see significant shifts in a number of critical areas:

- Perkins funds will now only be used for projects that are linked to a CTE pathway (Perkins Program of Study). Cluster programs will continue to be funded using other state funding sources.
- While Idaho will keep Technical Skills Assessments as a performance measure, Idaho will also add a Career Technical Student Organization component to both secondary and postsecondary performance measures.
- Recipients will be required to use a portion of their Perkins funding to support a transition project. Transition projects will be used to improve the alignment and function of programs of study between the secondary and postsecondary levels.
- All Perkins activities will be driven by local needs assessments. Needs assessments will be data driven by in-demand occupations in the state, region, and/or local area.
- All Perkins recipients must participate in annual equity training to meet the needs of special populations or other underrepresented groups.

Opportunities for Stakeholder Engagement

Through a comprehensive, statewide outreach process, the participation and input received from key stakeholders will provide the Idaho Division of Career & Technical Education with necessary feedback to make decisions on items such as:

- Revisiting consortiums with Postsecondary and Tribal communities that address regional needs
- How Idaho will define and measure labor market data
- What constitutes a quality transition project
- Identification of additional performance measures at the secondary and/or postsecondary level
- How to improve access to CTE for marginalized or disenfranchised populations, such as out-of-workforce individuals and low-income youth and adults

ATTACHMENT 1

Outreach Timeline

Statewide outreach begins in March 2019 (1-2 days per Region; Secondary, Postsecondary, Community Forums). Additional outreach activities will take place between April and October 2019.

Region	Location	Dates	Times	Perkins V Outreach Activity
1	CDA CDA	Thursday, March 14 Friday, March 15	5:30 pm – 7:00 pm 9:00 am – 4:00 pm	Public Information Session Secondary/Postsecondary Working Session
2	Lewiston Lewiston	Tuesday, March 12 Wednesday, March 13	5:30 pm – 7:00 pm 9:00 am – 4:00 pm	Public Information Session Secondary/Postsecondary Working Session
3	Meridian Meridian	Monday, April 1 Tuesday, April 2	5:30 pm – 7:00 pm 9:00 am – 4:00 pm	Public Information Session Secondary/Postsecondary Working Session
4	Twin Falls Twin Falls	Wednesday, March 20 Thursday, March 21	5:30 pm – 7:00 pm 9:00 am – 4:00 pm	Public Information Session Secondary/Postsecondary Working Session
5	Pocatello Pocatello	Thursday, March 28 Friday, March 29	5:30 pm – 7:00 pm 9:00 am – 4:00 pm	Public Information Session Secondary/Postsecondary Working Session
6	Idaho Falls Idaho Falls	Tuesday, March 26 Wednesday, March 27	5:30 pm – 7:00 pm 9:00 am – 4:00 pm	Public Information Session Secondary/Postsecondary Working Session

Implementation Timeline

- April 30, 2019: One year transition plan due to the Office of Career, Technical, and Adult Education (OCTAE).
- July 1, 2019: Perkins V is implemented
- January 31, 2020: State Plan must be completed for the review process
- April 30, 2020: State Plan turned into OCTAE for approval
- July 1, 2020: Local 4 year applications and 2 year needs assessments due from recipients

ATTACHMENT 2

Dear Fellow Educators –

The *Strengthening Career and Technical Education for the 21st Century Act* (Perkins V) was signed into law by President Trump on July 31, 2018. This bipartisan measure reauthorizes the *Carl D. Perkins Career and Technical Education Act*, which provides roughly $1.3 billion annually in Federal funding, administered by the U.S. Department of Education (Department), for career and technical education (CTE) for our nation's youth and adults.

This new law represents an important opportunity to advance the Department's vision for our nation's CTE system: *Expand opportunities for every student to explore, choose, and follow career pathways to earn credentials of value.* As stated by U.S. Secretary of Education DeVos regarding passage of the law, "Congress came together to expand educational pathways and opportunities, and give local communities greater flexibility in how best to prepare students for the jobs of today and tomorrow."

Key provisions in the new law include:

- Requiring extensive collaboration among State- and local-level secondary, postsecondary, and business and industry partners to develop and implement high-quality CTE programs and programs of study;
- Introducing a needs assessment to align CTE programs to locally identified in-demand, high-growth, and high-wage career fields;
- Strengthening the CTE teacher and faculty pipeline, especially in hard-to-fill program areas, including STEM;
- Promoting innovative practices to reshape where, how, and to whom CTE is delivered;
- Expanding the reach and scope of career guidance and academic counseling; and
- Shifting responsibility to States to determine their performance measures, including new program quality measures, and related levels of performance to optimize outcomes for students.

As you embark on the development of new plans for CTE, it is our hope that you will use the opportunity afforded by the new law as a tool to "rethink" CTE in your State. You might consider asking:

- What is the right "split of funds" between secondary and postsecondary programs given today's environment?
- How can "reserve" funds be used to incentivize "high-quality" CTE programs?
- How do you define and approve high-quality CTE programs?
- How can work-based learning, including "earn and learn programs" such as apprenticeships, be the rule and not the exception?
- How can you build the pipeline of teachers necessary to develop the pathways local communities need?
- What is the best role for employers in the development and delivery of CTE programs?

We hope you will arrive at big and bold goals for CTE in your State under this newly-authorized Perkins V statute. And, we look forward to working with you and helping you along the way.

Sincerely,

Scott Stump
Assistant Secretary for Career, Technical, and Adult Education

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INTRODUCTION AND SUBMISSION REQUIREMENTS

On July 31, 2018, the President signed into law the *Strengthening Career and Technical Education for the 21st Century Act* (Public Law 115-224) (Perkins V, the Act, or statute), which reauthorized and amended the *Carl D. Perkins Career and Technical Education Act of 2006*. The U. S. Department of Education's (Department) Office of Career, Technical, and Adult Education (OCTAE) developed this guide to assist each eligible agency in preparing and submitting a new State Plan under Perkins V and applicable Federal regulations.

The Department recognizes that it will take time for eligible agencies to update their career and technical education (CTE) systems, policies, and programs to align with the requirements of Perkins V. In particular, eligible agencies may not be ready to fully implement the new accountability provisions when Perkins V goes into effect at the beginning of the 2019-2020 school year. To provide for the orderly transition to Perkins V, consistent with Section 4 of the Act, the Secretary is delaying the implementation of certain new provisions until the start of Fiscal Year (FY) 2020. Eligible agencies will not be required to submit, among other things, State determined levels of performance until FY 2020 and may use FY 2019 to gather baseline data. In addition, eligible agencies that submit a 1-Year Transition Plan in FY 2019 will not be required to have their eligible recipients conduct and describe the results of a comprehensive needs assessment in their local applications for FY 2019. Although the Department is providing States with the flexibility to delay implementation of certain provisions in 2019, States are welcome begin implementing Perkins V during the 2019-2020 school year.

Options for the Submission of State Plans in FY 2019

Section 122(a)(1) of Perkins V requires each eligible agency desiring assistance for any fiscal year under the Act to prepare and submit a State plan to the Secretary. Each eligible agency must develop its State plan in consultation with key stakeholders, the Governor, and other State agencies with authority for CTE, consistent with section 122(c) of the Act.

To fulfill the obligation for a State plan, each eligible agency has the following options for how and when it will submit its Perkins V State Plan. It may submit—

- Option 1 – a 1-Year Transition Plan for FY 2019, which is the first fiscal year following the enactment of the law. Under this option, the eligible agency would submit its Perkins V State Plan in FY 2020 covering FY 2020-23.

- Option 2 – a Perkins V State Plan that covers 5 years, which includes a transition year in FY 2019 and then a 4-year period covering FY 2020-23.

Under either option, the eligible agency may choose to submit its State Plan as part of its Workforce Innovation and Opportunity Act (WIOA) Combined State Plan pursuant to section 122(b)(1) of the Act.

Tables 5 and 6, located at the end of this section, provide additional information on the implementation timelines for eligible agencies that submit a 1-Year Transition Plan versus a Perkins V State Plan in FY 2019.

Contents of Perkins V State Plans

State Plans under Perkins V must include the following items—

- A cover page, including a letter providing joint signature authority from the Governor;
- Narrative descriptions required by statute;
- Assurances, certifications, and other forms required by statute and/or applicable Federal regulations, including the Education Department General Administrative Regulations (EDGAR) at 34 CFR Part 76;
- A budget for the upcoming year;
- State determined levels of performance (SDPLs).

Table 1 below provides a comparison of the required items to be submitted for the 1-Year Transition Plan (Option 1) versus the Perkins V State Plan (Option 2) in FY 2019. Table 2 provides a comparison of the required items to be submitted for FY 2020 depending on whether the eligible agency chose Option 1 or Option 2 in FY 2019. As noted above, under both options, eligible agencies will not be required to submit, or held accountable to, State determined performance levels in FY 2019.

As noted with an asterisk on Table 1 below (Option 2, D. Accountability for Results), eligible agencies that submit a Perkins V State plan in FY 2019 will submit their narrative accountability information and SDPL Form, along with any other State plan revisions, and a cover page in FY 2020. Please note that eligible agencies that submit a Perkins V State Plan in FY 2019 will have to complete the hearing, consultation, and public comment procedures identified in section 122(a) and (c) of Perkins V prior to submission of the plan in FY 2019. In addition, those eligible agencies must complete the consultation and public comment procedures required for the accountability system prior to submission to the "Accountability for Results" section of the State Plan in FY 2020. See section 113(b)(3)(B) of Perkins V and section D questions 3 and 4 in the Narrative Descriptions below.

As noted with an asterisk on Table 2 below (Submitted a 1-Year Transition Plan in 2019, A. Plan Development and Coordination), eligible agencies that submit a one-year transition plan in FY2019 must ensure that their full Perkins V State Plan to be submitted in FY 2020, including the sections that were addressed during the transition year, go through the hearing, consultation and public comment procedures identified in section 122(a) and (c) of Perkins V prior to submission in FY 2020.

ATTACHMENT 3

Perkins IV	Perkins V
The Carl D. Perkins Career and Technical Education Act of 2006	**Strengthening Career and Technical Education for the 21st Century Act**
34 definitions • High-skill, high-wage, or high demand occupations • Career and Technical Education School – 5 occupational fields • Career and Technical Education • Undefined at the Federal level	**55 definitions including:** • High-skill, high-wage, or in-demand occupations • Career and Technical Education School – 3 occupational fields • Career and Technical Education – adds a clause regarding coordination between secondary and postsecondary programs through programs of study including articulation agreements, early college high school programs, dual and concurrent enrollment, or other agreements Adds another for career exploration at high school or middle grades level. First mention of middle grades which is defined as grades 5-8 by ESEA. • Career Pathways – WIOA definition – a combination of rigorous and high-quality education, training, and other services that; align with the skill needs of State/regional industries; prepares an individual to be successful in a range of secondary and postsecondary education options (including apprenticeships); includes counseling; includes education offered concurrently with workforce preparation activities and training for a specific occupation or occupational cluster; accelerates the educational and career advancement of the individual; enables an individual to attain a secondary school diploma or equivalent, and at least one recognized postsecondary credential; and helps an individual enter or advance within a specific occupation or occupational cluster. • Concentrator – at least 2 courses in a single CTE program or program of study for secondary, and for postsecondary earned at least 12 credits within a CTE

Perkins IV	Perkins V
• Eligible Recipient • 6 special populations • Previously defined in text of the Act	program or program of study or completed a program if less than 12 credits in its entirety. States may use their current definition. Idaho = A junior or senior student enrolled in a capstone course during the year. • Eligible Entity – consortium of stakeholders and agencies, but limited to the competitive national innovation grant. Has nothing to do with the basic grant. • Eligible Recipient – Adds Indian Tribes, Tribal Organizations, and Tribal educational agencies. • 9 special populations – changed displaced homemaker to out-of-workforce individuals. Added homeless individuals defined under the McKinney-Vento Act, youth who are in or have aged out of, the foster system, and youth with a parent who is a member of the armed forces who is on active duty. • Out-of-workforce individuals – displaced homemaker, someone taking care of a home or family resulting in diminished marketable skills, or is an unemployed or underemployed parent with a child who is no longer eligible for assistance under Social Security programs. • Program of Study – Adds alignment with the needs of industries in the economy of the State, region, Tribal community, or local area; progress in specificity from all aspects of an industry to occupation specific; and has multiple entry and exit points that incorporate credentialing. • Tribal Organization
Authorized appropriations undefined on a yearly basis	**Authorized appropriations clearly defined at:** FY19 - $1,229,568,538 FY20 - $1,246,782,498 FY21 - $1,264,237,452 FY22 - $1,281,936,777 FY23 - $1,299,883,892 FY24 - $1,318,082,266

ATTACHMENT 3

Perkins IV	Perkins V
	A total of 10.5% increase over FY18 levels of $1.192 billion
Hold harmless level at 1998 funding level	Hold harmless level at 2018 funding level, meaning no state shall receive less than the allotment received for fiscal year 2018 (Idaho total FY18 allotment was $7,170,181). If total allotment of all states is less than FY18 total allotment, State allotments will be reduced by same ratio.
	Maintenance of Effort – the total amount spent using State funds for CTE programs may be reset to not less than 95% of the current baseline.
State distribution: 85% to local recipients Up to 10% may be used for reserve 10% leadership activities Not more than 1% shall be made available to serve individuals in State institutions, such as correctional institutions and institutions that serve individuals with disabilities. Not less than $60,000 and not more than $150,000 shall be available for services that prepare individuals for non-traditional fields. 5%, or $250,000, whichever is greater, for administration	**State distribution:** 85% to local recipients Up to 15% may be used for reserve **Reserve funds** (A) rural areas (B) areas with high percentages of CTE concentrators or participants (C) areas with high numbers of CTE Concentrators or participants (D) areas with disparities or gaps in performance as described in section 112(b)(3)(C)(ii)(II) In order to (A) foster innovation that prepare individuals for nontraditional fields (B) promote the development, implementation, and adoption of programs of study or career pathways aligned with State-identified high-skill, high-wage, or in-demand occupations or industries. 10% leadership activities Not more than 2% shall be made available to serve individuals in State institutions, such as correctional institutions, juvenile justice facilities, and educational institutions that serve individuals with disabilities. Not less than $60,000 and not more than $150,000 shall be available for services that prepare individuals for non-traditional fields. 0.1% ($717 for Idaho) up to $50,000 shall be made available for the recruitment of special populations. 5%, or $250,000, whichever is greater, for administration
Accountability:	**Accountability:**

ATTACHMENT 3

Perkins IV	Perkins V
FAUPL (Federally Agreed Upon Performance Levels) negotiated with States • Expressed in numerical or percentage form • Continuous improvement	**State determined performance levels** • Expressed in numerical or percentage form • Continuous improvement • In consultation with stakeholders • All four years of performance levels included in the State Plan • 60 day public review and comment period for stakeholders • Must take into account State Plan goals
6 secondary core indicators • Academic attainment (English and Math) • Technical skill attainment as measured by the TSA • Secondary school completion among early leavers (diploma or GED outside of the cohort) • Graduation rate • Placement in postsecondary education, advanced training, military, or employed • Participation and completion of students in non-traditional programs	**5 secondary core indicators (concentrators only)** • Graduation rate • Academic attainment (English, Math, and Science) • Placement in postsecondary education or advanced training, military service, national service program (Americorps/Senior Corps/Peace Corps), or employed • Program quality including at least 1; 1. Concentrators having attained a recognized postsecondary credential 2. Concentrators having attained postsecondary credit in CTE 3. Concentrators having participated in work-based learning May also add TSAs or other measures as defined by the State. • Concentrators in non-traditional programs
5 Postsecondary indicators • Technical skill attainment • Industry-recognized credential, certificate, or degree attainment • Student retention or transfer to a baccalaureate degree program • Student placement in military the military, additional training, or employment • Participation and completion of students in non-traditional programs Negotiated annually	**3 postsecondary indicators (concentrators only)** • Concentrators who remain enrolled in postsecondary education, are in advanced training, military service, or a national service program (Americorps/Senior Corps/Peace Corps), or are placed or retained in employment • Concentrators who receive a recognized postsecondary credential during program participation or within one year • Concentrators in non-traditional fields

ATTACHMENT 3

Perkins IV	Perkins V
Performance improvement plan required after missing 90% of FAUPL. Sanctions after three years.	Revisions may be made after the second year of the State Plan, are subject to the 60 day public comment process, must take into account State Plan goals, must take into account levels in other states, and must be higher than the average actual performance of the two most recently completed program years. Performance improvement plan required after missing 90% of performance levels. Sanctions after second year of failing to improve (3 years total)
Reporting data disaggregated at the gender, race/ethnicity, and special population levels.	Reporting data disaggregated by program or program of study at the gender, race/ethnicity, and special population levels.
State Plan: 6 years that may include a one year transition period No mention of what to do after 6 years **Developed in consultation with stakeholders and the Governor's office.** **20 elements**	**State Plan:** 4 years with one year transition period May be combined with WIOA State Plan Subject to a 30 day public comment period before submission After 4 years may either submit another 4-year plan or may submit annual revisions to the State determined performance levels **Developed in consultation with stakeholders and the Governor's office. Notable changes:** • No tech-prep • State workforce development board added • Agencies serving out-of-school youth, homeless children and youth, and at-risk youth, including the State Coordinator for Education of Homeless Children and Youths • Indian Tribes and Tribal Organizations **14 elements but they're more extensive. Highlights include:** • Summary of workforce development activities in the State and how CTE is aligned with the education and skill needs of employers

Perkins IV	Perkins V
	• State's strategic vision and goals for preparing an educated and skilled workforce • A strategy for any joint planning, alignment, coordination, and leveraging of funds with WIOA, ESSA, and HEA • How disparities or gaps in performance levels will be addressed • A description of the public comment process Governor shall have 30 days prior to submission to sign the State Plan (joint authority) State Plans must still be approved by the Secretary. State Plans shall be deemed approved 120 days after submission.
Local Plan: Covers the same time period as the State Plan (6 years) Mirrored the content of the State Plan **12 Local Plan components**	**Local Application:** Covers the same time period as the State Plan (4 years) Three pieces: the application components, the comprehensive needs assessment, and the consultation requirements **9 Local Application Components:** 1. Results of the needs assessment 2. Courses and activities to be supported, including at least 1 state-approved program of study 3. Career exploration/career guidance and counseling to be provided 4. Alignment of academic and technical skills 5. Activities for special populations 6. Work-based learning opportunities 7. Opportunities for postsecondary credit while attending high school 8. Recruitment, preparation, retention, and training of teachers, faculty, administrators, and specialized instructional support personnel and paraprofessionals, including individuals from underrepresented groups 9. Addressing disparities and gaps in local performance levels

ATTACHMENT 3

Perkins IV	Perkins V
	Comprehensive needs assessment: Update not less than once every two years Requirements: • An evaluation of student performance relative to the State determined levels of performance. • Description of size, scope, and quality aligned to State, Tribal, or local in-demand industry or occupations or designed to meet local education or economic needs not identified by State or local workforce development boards. • Evaluation of progress toward the implementation of CTE programs and programs of study. • Improving recruitment, retention, and professional development. • Strategies for special populations **Continuous consultation with local stakeholders** • Secondary CTE teachers, counselors, principals, administrators, specialized support personnel and paraprofessionals • Postsecondary CTE faculty and administrators • State or local workforce development boards and a range of local or regional businesses or industries • Parents and students • Special populations • Regional or local agencies serving out-of-school youth, homeless children and youth, and at-risk youth • Indian Tribes and Tribal Organizations • Any other stakeholders
9 required uses of funds	**6 requirements for local uses of funds** 1. Provide career exploration and development activities through an organized systemic framework 2. Provide professional development for a wide variety of CTE professionals 3. Provide within CTE the skills necessary to pursue careers in high-skill, high-wage, or in-demand industry sectors or occupations 4. Support integration of academic skills into CTE programs

ATTACHMENT 3

Perkins IV	Perkins V
	5. Plan and carry out elements that support the implementation of CTE programs and programs of study 6. Develop and implement evaluations of the activities funded by Perkins
20 permissive uses	**20 permissive uses that are integrated into #5.** Most are the same with the top changes being: • Integration of academic skills • Equipment purchases are in line with business and industry needs • CTSO expansion to preparation and participation in competitions, including travel • Integration of arts and design skills where appropriate • Partnering with a qualified intermediary to improve training, the development of public-private partnerships, systems development, capacity-building, and scalability of the delivery of high-quality CTE • Reducing or eliminating out-of-pocket expenses for special populations

SUBJECT

2019 Legislative Update

REFERENCE

June 2017	The Board approved legislative ideas for the 2019 legislative session. (No legislation was forwarded through the Executive Agency Legislative process)

ALIGNMENT WITH STRATEGIC PLAN

Governance item as part of the Board's constitutional role of governance on oversight over publicly funded education.
Goal 1: Educational System Alignment, Objective B: Alignment and Coordination

BACKGROUND/DISCUSSION

This item will provide the Board with an update on education related legislation that has been introduced during the 2019 Legislative Session. This will be the Board's first opportunity to consider legislation for the current session. Due to the gubernatorial transition and the request that only mission critical legislation be considered for the 2019 Legislative Session. No Board legislation was forwarded through the Executive Agency Legislative process for the current session.

Board staff will be prepared to walk the Board through any of the listed legislation to answer questions regarding the impact that a given piece of legislation may have on the state educational system or explain specific details of the legislation. The Board may choose to support, oppose, or remain neutral/silent on any of the legislation discussed.

IMPACT

This update provides the Board with the status of education related legislation that has been introduced or the Board has been requested to weigh in on. Any items the Board chooses to support or oppose will provide Board staff with the authorization to share the Board's position with legislators, including to testify for or against bills based on the Board's actions.

ATTACHMENTS

Attachment 1 – Introduced Education Related Legislation
Attachment 2 – HCR 6 – House Concurrent Resolution – Music in our Schools Month
Attachment 3 – S1029 – Senate Bill 1029 – School Turnaround Act
Attachment 4 – S1057 – Senate Bill 1057 – Continuous Improvement Plans
Attachment 5 – S1058 – Senate Bill 1058 – Charter School Administrator Certificate
Attachment 6 – S1059 – Senate Bill 1059 – Mastery-based Education Network/Expansion
Attachment 7 – RS26561 – Representative Toone - Rural Educator Loan Repayment Program

Attachment 8 – Bill Draft – Resident Tuition Waiver Authorization

Attachment 9 – Draft Bill – Public School Funding Formula
Attachment 10 – Public School Funding Formula Draft Bill Summary
Attachment 11 – Governor's Education Related Budget Recommendations

STAFF COMMENTS AND RECOMMENDATIONS

Attachment 1 provides a summary of the status of each introduced bill. As of the time the agenda material was prepared. Staff will provide updates to the Board at the meeting regarding any changes that have occurred. Additional education related legislation that has been introduced prior to the Board meeting may also be discussed. To date, 12 education related bills have been introduced. Of those twelve staff are recommending the Board take a positions on five. In addition to these five bills, the Board has been requested to consider two additional bills that have not been introduced yet. Drafts of the proposed legislation are provided in Attachment 7 and Attachment 8. Attachment 11 provides the Governor's budget recommendations on education related issues that either intersect with initiatives of the Board or would affect the budgets under the Board's oversight and governance.

HCR 6, introduced by Representative McCrostie and co-sponsored by Representative Boyle and Representative Horman, recognizes the importance of music education in Idaho public schools and proclaims March as Music in Our Schools Month. – Staff recommends support.

SB 1029 – School Turnaround Act, introduced by Senator Mortimer, codifies a program that is currently managed through the Board Office. The program provides state funding to low performing schools to use a "turnaround expert" to help form a turnaround team made up of school board members, school/district administrators, teachers, parents and students (as applicable). Unlike the federal funds available for low performing schools, these funds are available to any low performing schools, including non-Title I schools. The current program is in the third year of three-year cohort and a new request for proposals is waiting be released, pending legislative action on SB 1029. In the first three years, a single turnaround expert was used to work with six school districts (one in each education region). The program served as a pilot providing more flexibility than is available under the federal accountability requirements and allows for the testing of different models. The proposed legislation incorporates changes to the program that are planned for implementation with the new cohort of schools. The most significant change would be to allow the school districts/schools to pick from a list of turnaround experts rather than contracting with one single expert to work with the six school districts. This bill is very similar to a bill introduced during the 2018 Legislative Session that the Board supported. Staff recommends support.

SB 1057 – Continuous Improvement Plans, introduced by the State Superintendent, removes the references to the statewide student readiness and

student improvement metrics from the school district and charter school continuous improvement plan requirements and replaces them with the student achievement and growth metrics now reported on each school and school district report card. The readiness metrics currently used are all reported in the school and district report cards. For the current school year, school districts were allowed to use their school district or charter school report cards to report out on the progress of their continuous improvement plans, this bill will codify that process. Staff recommends support.

SB 1058 – Charter School Administrator Certificate, introduced by Senator Den Hartog, amends Section 33-5206, Idaho Code, Requirements and Prohibitions of a Public Charter School, by creating a standalone charter school administrator certificate that bypasses the current certification processes and circumvents the Board approved state standards for administrator certification. If a charter school chooses to use the new provision, the applicant would need to:

- have a baccalaureate degree from an accredited institution,
- pass a criminal history check,
- have a letter from a charter school board of directors stating they are hiring the individual and will oversee the applicants performance,
- have completed a three credit course on the statewide framework for teacher evaluations; and
- have one or more of the following:
    - five or more years of experience administering a public charter school
    - a post-baccalaureate degree and minimum of five years of experience in school administration, public administration, business administration, or military administration,
    - successful completion of a nationally recognized charter school leaders fellowship, or
    - five or more years of teaching experience and a commitment from a charter school administrator to mentor the applicant for a minimum of one year.

The certificate would be valid for five years and renewable without continued professional development renewal requirements that are required for administrators holding a standard administrator certificate. This legislation is substantially similar to H550 (2018) which was opposed by the Board and vetoed by Governor Otter. Staff recommends the Board oppose.

SB 1059 – Mastery-based Education, introduced by the State Superintendent, this bill removes the current references to a committee of educators for identifying roadblocks and the facilitation and planning of the current mastery-based education incubator process (including cap on the number of schools who can participate) and replaces it with the facilitation and maintenance of the Idaho mastery education network. The network would be made up of public school districts and charter schools for the purpose of collaboration on transitioning Idaho to a mastery-based education system. Participating school districts and charter

schools would have access to State Department of Education funding, subject to appropriation. Staff recommends support.

RS26561 – Quality Educator Loan Assistance Program, proposed by Representative Toone, would create a new educator loan assistance program targeted at educators willing to commit to working in rural, isolated schools and economically disadvantaged schools based on Title I eligibility. The loan assistance program would provide an incentive for educators to stay in the school by increasing the eligible repayment amount for each year they stay in an eligible school for up to four years ($1,500 in year one up to $4,500 in year four). The bill allows for the payment of the loan debt at the end of each year the teacher remains employed, eliminating issues of having to recover funds when an educator does not stay for the full commitment. This eliminates one of the primary program management issues the Board office faced with the past teacher loan forgiveness program that was discontinued when the state scholarship programs were condensed into the Opportunity Scholarship in 2013. The bill language also provides for rulemaking authority and the flexibility to establish application procedures and applicant ranking based on the areas of highest need within the State. The fiscal impact would be limited to any new monies appropriated to the program. While this bill has not been introduced yet, Representative Toone has asked the Board to weigh in on it. The Board voted to support a similar bill introduced by Representative Toone during the 2018 Legislative Session. Staff recommends support.

Section 33-3717C, Idaho Code, Waiving Fees or Tuition for Certain Nonresident Students sets out the provisions by which the Board may waive nonresident tuition. The Board is authorized to set tuition and fees, for resident and nonresident students pursuant to Section 33-3717A, Idaho Code. The Board has historically set certain fees in lieu of tuition, as established in Board policy V.R. During the past year, the Board's ability to set fees in lieu of tuition for different population groups (e.g. an American Indian student fee, online program fee, dual credit fee, etc.) was identified as an area that could be clarified with respect to statutory authority. Attachment 7 is a proposed bill amending Section 33-3717C, Idaho Code, clarifying the Board's ability to waive resident tuition. Section 33-3717C, Idaho Code authorizes the Board to grant a full or partial waiver of nonresident tuition through reciprocal agreements based on the consideration of the potential of the waiver to:

a. enhance educational opportunities for Idaho residents;
b. promote mutually beneficial cooperation and development of Idaho communities and nearby communities in neighboring states;
c. contribute to the quality of educational programs; and assist in maintaining the cost effectiveness of auxiliary operations in Idaho institutions.

The proposed amendments would not address the questions of constitutionality that have been raised regarding setting a fee for a specific group like the American Indian Fee, however, it would clarify the Board's current authority to set fees in lieu of tuition including any future fees the Board may want to set for incentivizing

underserved populations. Resident tuition waivers would be subject to the same restrictions as nonresident tuition waivers. While the Board is currently outside of the timelines for submitting executive agency legislation, staff with the Governor's Office have asked for Board input on the the proposed legislation. Because the Board, through the normal timelines, did not approve this legislation, Board staff would need the Board's approval of the proposed legislation prior to further conversations around introducing the bill. Staff recommends the Board approve the draft bill and authorize the Executive Director to submit the language for introduction.

Governor's Education/Board Related Budget Recommendations – Attachment 11 summarizes the Governor's budget recommendations for funding of Board initiatives (e.g. K-12 Education Task Force Recommendations), other work of the Board, or programs under the Boards oversite and governance. Staff recommends support of the budget recommendations provided in Attachment 10.

BOARD ACTION

I move the Board support House Concurrent Resolution 6, Music in our Schools Month.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move the Board support Senate Bill 1029, School Turnaround Act.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move the Board support, Senate Bill 1057, Continuous Improvement Plans

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move the Board oppose, Senate Bill 1058, Charter School Administrator Certificate.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move the Board support, Senate Bill 1059, Master-based Education Network Expansion.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move the Board support, RS26561, Rural Educator Loan Repayment Program.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to authorize the Executive Director to submit resident tuition waiver legislation in substantial conformance to the draft provided in Attachment 7.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to support the Governor's budget recommendations as provided in Attachment 10.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ATTACHMENT 1

Introduced Education Related Legislation

Bill No.	Description	Last Action	Summary
H0020	Approp, perm bldg fund, amend	02/06/2019 House - Reported **Signed by Governor on February 6, 2019**	This is an FY 2019 supplemental appropriation bill for the Department of Administration's Division of Public Works for the Permanent Building Fund. It provides direction on the repurposing of an appropriation within the Permanent Building Fund allowing the $10,000,000 appropriated for the Idaho State University Gale Life Sciences building remodel to be used for the Idaho State University Eames Complex remodel.
H0093	Nontraditional educator preparation	02/06/2019 House - Reported Printed and Referred to Education	This bill would amend Section 33-1207A, Idaho Code, creating a provision allowing State Board of Education approved non-traditional teacher preparation programs to access state funds through the Department of Education when they have a contract with school district or charter school or consortium of school districts and/or charter schools when they provide a 1:1 match for such funding.
HCR006	Music in our schools month	02/07/2019 House - Read second time; Filed for Third Reading	This resolution recognizes the importance of music education in Idaho public schools and proclaims the month of March as Music In Our Schools Month.
S1025	Approp, STEM action center, add	02/07/2019 House - Received from Senate; **Signed by Speaker; Returned to Senate**	This is an FY 2019 supplemental appropriation bill for the STEM Action Center. It provides $1,000,000 in appropriation (spending authority) in order to spend private contributions to the agency.
S1029	School turnaround act	02/06/2019 Senate - Retained on calendar	This bill creates a new section of code formalizing the current school turnaround program housed in the Office of the State Board of Education.
S1030	School boards, org date	02/07/2019 House - Read First Time, Referred to Education	This bill is a technical change to Section 33-506, Idaho code, correcting the date each board of school districts trustees must organize.
S1057	School improvement plans	02/07/2019 Senate - Introduced; read first time; referred to JR for Printing	This legislation seeks to eliminate duplicate reporting of student achievement data to the state. District and charter school student

			achievement data is now reported in the State Department of Education's online school report card at www.idahoschools.org. There is no longer a need for the district or charter school's continuous improvement plans to include this data. The bill removes the individual metrics now required to be submitted as part of the continuous improvement plans. The continuous improvement plans would, instead, simply point to the district or charter school's report card.
S1058	Charter school administrators	02/07/2019 Senate - Introduced; read first time; referred to JR for Printing	This bill would create a new charter school administrator certificate as an alternative to traditional administrator certificates. Administrators would be eligible for a charter school administrator certificate if they (1) hold a bachelor's degree, (2) pass a criminal background check, (3) receive training on teacher evaluation, (4) demonstrate a charter school board of directors seeks to hire them and commits to overseeing their work, and (5) have a minimum amount of professional experience. This would not be a mandate on charter schools; charter school administrators could continue to hold a traditional administrator certificate or could hold a charter school administrator certificate.
S1059	Mastery-based education	02/07/2019 Senate - Introduced; read first time; referred to JR for Printing	The legislation removes the existing statutory cap on the number of school districts and schools who can participate in the master based education incubators and moves the program from an incubator process to a collaboration network. Eligible schools would be able to participate in the Departments grant program to support transition to a mastery-based education model.
S1060	Ed, flex sched, early graduation	02/07/2019 Senate - Introduced; read first time; referred to JR for Printing	This bill would waive the remaining graduation requirements for students who are 16 years old or older and meet the Board of Education identified “college and career readiness benchmark” on a college entrance exam or other exam identified by the Board.

ATTACHMENT 1

S1061	School levies	02/07/2019 Senate - Introduced; read first time; referred to JR for Printing	This bill would a school district that had passed a Budget Stabilization Levy for seven consecutive years to pass a levy for the term of three to ten years.

ATTACHMENT 2

LEGISLATURE OF THE STATE OF IDAHO
Sixty-fifth Legislature First Regular Session - 2019

IN THE HOUSE OF REPRESENTATIVES

HOUSE CONCURRENT RESOLUTION NO. 6

BY EDUCATION COMMITTEE

A CONCURRENT RESOLUTION
STATING FINDINGS OF THE LEGISLATURE AND RECOGNIZING MUSIC IN OUR SCHOOLS MONTH.

Be It Resolved by the Legislature of the State of Idaho:

WHEREAS, the study of music is basic to a complete education; provides a competitive edge for successful educational reform; engages students in individual and group activity; contributes to young people's development through listening, reading, self-expression, and creativity; and develops creativity, problem-solving, and critical and evaluative skills; and

WHEREAS, music education helps students acquire skills in production and performance of music, as well as an understanding of history and culture; and

WHEREAS, music education in schools includes a broad range of types of music and active musical experiences; and

WHEREAS, music and the other arts significantly enhance the morale and quality of the school environment; and

WHEREAS, Music in Our Schools Month is the National Association for Music Education's annual monthlong celebration, held every March since 1985 to engage music educators, students, and communities in promoting the benefits of high-quality music education programs in schools; and

WHEREAS, the Idaho Music Educators Association is concerned with maintaining and improving school music programs for all students regardless of their socioeconomic status or their abilities.

NOW, THEREFORE, BE IT RESOLVED by the members of the First Regular Session of the Sixty-fifth Idaho Legislature, the House of Representatives and the Senate concurring therein, that we recognize and commend the Idaho Music Educators Association for its concern for and efforts to enhance the quality of music education in Idaho schools.

BE IT FURTHER RESOLVED that we hereby recognize the month of March each year as Music in Our Schools Month in the State of Idaho, and we endorse the observance of Music in Our Schools Month as an opportunity to support the purposes and practices of music education and encourage teachers, students, and all citizens to participate.

LEGISLATURE OF THE STATE OF IDAHO
Sixty-fifth Legislature First Regular Session - 2019

IN THE SENATE

SENATE BILL NO. 1029

BY EDUCATION COMMITTEE

AN ACT

RELATING TO THE SCHOOL TURNAROUND ACT; AMENDING TITLE 33, IDAHO CODE, BY THE ADDITION OF A NEW CHAPTER 61, TITLE 33, IDAHO CODE, TO PROVIDE A SHORT TITLE, TO PROVIDE DEFINITIONS, TO PROVIDE FOR THE DESIGNATION OF SCHOOLS IN NEED OF INTERVENTION, TO PROVIDE FOR A CERTAIN COMMITTEE, TO ESTABLISH PROVISIONS REGARDING INDEPENDENT SCHOOL TURNAROUND EXPERTS, TO ESTABLISH PROVISIONS REGARDING SCHOOL TURNAROUND PLANS, TO PROVIDE DUTIES FOR THE GOVERNING AUTHORITIES OF CERTAIN SCHOOLS, TO ESTABLISH PROVISIONS REGARDING FAILURE OF SCHOOLS IN NEED OF INTERVENTION TO IMPROVE, TO ESTABLISH THE SCHOOL RECOGNITION AND REWARD PROGRAM, TO ESTABLISH THE SCHOOL LEADERSHIP DEVELOPMENT PROGRAM, TO PROVIDE FOR CERTAIN REPORTS, TO ESTABLISH PROVISIONS REGARDING PUBLIC CHARTER SCHOOLS, TO PROVIDE RULEMAKING AUTHORITY, AN APPEALS PROCESS, AND DUTIES OF THE STATE DEPARTMENT OF EDUCATION, AND TO PROVIDE SEVERABILITY.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. That Title 33, Idaho Code, be, and the same is hereby amended by the addition thereto of a NEW CHAPTER, to be known and designated as Chapter 61, Title 33, Idaho Code, and to read as follows:

CHAPTER 61
SCHOOL TURNAROUND ACT

33-6101. SHORT TITLE. This chapter shall be known and may be cited as the "School Turnaround Act."

33-6102. DEFINITIONS. As used in this chapter:

(1) "Board" means the state board of education.

(2) "Comprehensive needs assessment" means a process to determine and measure the discrepancy between the current condition and the desired condition of a school in need of intervention, an examination of the nature and causes of the discrepancy, and recommended prioritized actions necessary to rectify the discrepancy.

(3) "Governing authority" means the board of trustees of a school district or the board of directors of a public charter school.

(4) "Independent school turnaround expert" or "expert" means a person or an organization retained to develop and implement a school turnaround plan pursuant to sections 33-6104 and 33-6105, Idaho Code.

(5) "Initial remedial year" means the school year in which a school is designated a school in need of intervention pursuant to section 33-6103, Idaho Code.

(6) "School" means a public school or a public charter school.

(7) "School in need of intervention" or "SNI" means a school designated as such pursuant to section 33-6103, Idaho Code.

(8) "School turnaround committee" means a committee established pursuant to section 33-6104, Idaho Code.

(9) "School turnaround plan" or "plan" means a plan to improve a school in need of intervention as further described in section 33-6106, Idaho Code.

33-6103. DESIGNATION OF SCHOOLS IN NEED OF INTERVENTION. Beginning in 2019, on or before July 15 of each year, the board shall designate schools in need of intervention from among those schools that are in the lowest-performing five percent (5%) of schools according to performance standards established by the board.

33-6104. SCHOOL TURNAROUND COMMITTEE. (1) On or before October 1 of an initial remedial year, the governing authority of a school in need of intervention shall decide whether the school will participate in a school turnaround plan as provided in this chapter and, if the school will participate, shall appoint a school turnaround committee composed of the following members:

(a) A trustee from the trustee zone where the SNI is located, if the governing authority is the board of trustees of a school district; or a member of the board of directors, if the governing authority is the board of directors of a public charter school;

(b) The principal of the SNI;

(c) Three (3) parents of students enrolled at the SNI;

(d) Three (3) teachers who work at the SNI;

(e) Two (2) community members;

(f) The superintendent of the school district, if the SNI is part of a school district; or another member of the board of directors, if the SNI is a public charter school; and

(g) Two (2) students at the SNI, if the SNI is a secondary school and at the governing authority's discretion.

(2) On or before October 30 of an initial remedial year, the governing authority and the school turnaround committee shall select an independent school turnaround expert, which expert shall, in cooperation with the school turnaround committee, develop and implement a school turnaround plan.

33-6105. INDEPENDENT SCHOOL TURNAROUND EXPERTS. (1) On or before August 30 of each year, the board shall identify two (2) or more approved independent school turnaround experts through a request for proposals process. A governing board and a school turnaround committee shall select an expert from among those experts identified by the board.

(2) To be approved by the board, an expert must:

(a) Have a credible track record of improving student academic achievement in public schools with various demographic characteristics as measured by statewide assessments;

(b) Have experience designing, implementing, and evaluating data-driven instructional systems in public schools;

(c) Have experience coaching public school administrators and teachers on designing and implementing data-driven school improvement plans;

(d) Have experience collaborating with the various entities that govern public schools;

(e) Have experience delivering high-quality professional development and coaching in instructional effectiveness to public school administrators and teachers;

(f) Be willing to be compensated for professional services based on performance;

(g) Be willing to work with any school in need of intervention in the state, regardless of location; and

(h) Meet any other criteria established by the board.

(3) Once an expert is selected by a governing authority and a school turnaround committee, the board shall award a contract to the expert. The contract shall specify a payment schedule and payment conditions for the expert.

(a) Up to seventy-five percent (75%) of the expert's professional fees, as established pursuant to the contract, may be paid during the expert's work under the contract.

(b) The remainder of the expert's professional fees will be paid when the expert successfully assists a school in need of intervention in improving the SNI's performance, according to criteria established by the board, within two (2) years after the initial remedial year.

(4) In negotiating a contract with an expert, the board shall offer:

(a) Differentiated amounts of funding based on student enrollment; and

(b) A higher amount of funding for those schools that are lowest-performing according to the board.

(5) The expert's contractual duties shall include:

(a) Collecting and analyzing data on the SNI's student achievement, personnel, culture, curriculum, assessments, instructional practices, governance, leadership, finances, reputation, and policies;

(b) Conducting a comprehensive needs assessment during the initial remedial year for the SNI, which assessment shall include recommended changes to the SNI's culture, curriculum, assessments, instructional practices, governance, finances, reputation, policies, or other areas based on data collected pursuant to paragraph (a) of this subsection;

(c) Developing and implementing, in partnership with the committee, a school turnaround plan that meets the criteria provided in section 33-6106, Idaho Code;

(d) Monitoring the effectiveness of the plan through reliable means of evaluation including, but not limited to, on-site visits, observations, surveys, analysis of student achievement data, and interviews;

(e) Providing ongoing implementation support and project management for a school turnaround plan;

(f) Providing high-quality professional development and coaching personalized for school staff that is designed to improve the:

(i) Leadership capacity of the school principal;

(ii) Instructional capacity of the school staff; and

(iii) Collaborative practices of teacher and leadership teams;

(g) Providing job-embedded professional learning and support for all instructional staff on a weekly basis at minimum;

(h) Providing job-embedded professional learning for the school principal focused on proven strategies to turn around schools in need of in-

tervention that are aligned with Idaho standards for effective principals at least monthly;

(i) Leveraging support from community partners to coordinate the efficient delivery of support to students both inside and outside the classroom;

(j) Collaborating as needed with school turnaround staff at the state department of education, as designated pursuant to section 33-6113(3), Idaho Code; and

(k) Reporting to the board on progress under the school turnaround plan according to a schedule established in the contract or at the request of the board.

(6) The governing authority and the school turnaround committee may not select an independent school turnaround expert who is a member of the governing authority or employed by the governing authority.

33-6106. SCHOOL TURNAROUND PLAN. (1) A school turnaround plan shall include:

(a) The findings and recommendations of the comprehensive needs assessment conducted by the independent school turnaround expert as described in section 33-6105, Idaho Code;

(b) Measurable student achievement goals and objectives;

(c) A professional development strategy that addresses problems of instructional practice;

(d) A leadership development strategy focused on proven strategies to turn around schools in need of intervention that align with the Idaho standards for effective principals;

(e) A detailed budget specifying how the school turnaround plan will be funded;

(f) A strategy to assess and monitor progress;

(g) A strategy to communicate and report data on progress to stakeholders;

(h) A timeline for implementation; and

(i) Other areas of consideration.

(2) On or before January 1 of an initial remedial year, the school turnaround committee shall submit the school turnaround plan to the governing authority for approval.

(3) On or before February 1 of an initial remedial year, the governing authority shall submit the school turnaround plan to the board for approval, except as provided in subsection (4) of this section.

(4) If the governing authority does not approve the school turnaround plan, the school turnaround committee may appeal the disapproval in accordance with rules established by the board.

(5) The board shall review a school turnaround plan submitted for approval pursuant to this section within forty-five (45) days of submission. The board shall approve a plan that:

(a) Is timely;

(b) Is well-developed; and

(c) Meets the criteria established in subsection (1) of this section.

(6) Subject to appropriation, the board shall provide funding to a school in need of intervention for those interventions identified in an ap-

proved school turnaround plan if the governing authority provides matching funds of up to fifty percent (50%) or an in-kind contribution of goods or services in an amount equal to the funding the school in need of intervention would receive from the board.

33-6107. SCHOOL TURNAROUND -- DUTIES OF GOVERNING AUTHORITY. In addition to other duties established in this chapter, the governing authority of a school in need of intervention:

(1) Shall prioritize funding and resources to the SNI; and

(2) May exercise authority over staff, schedule, policies, budget, and academic programs to implement the school turnaround plan.

33-6108. FAILURE TO IMPROVE. (1) A school in need of intervention that participates in a school turnaround plan but does not improve its performance, according to criteria established by the board, within two (2) years after the initial remedial year may be granted an extension by the board for up to two (2) years to continue school improvement efforts. To be granted an extension, the school must demonstrate to the board's satisfaction that improvement is likely with an extension.

(2) The board may extend or change the contract of an independent school turnaround expert working with an SNI that has been granted an extension or, at the request of the governing authority and the school turnaround committee, may enter a contract with another school turnaround expert.

(3) An SNI granted an extension is eligible for:

(a) Continued funding pursuant to section 33-6106, Idaho Code; and

(b) The school recognition and reward program established by section 33-6109, Idaho Code.

(4) An SNI that fails to improve, according to criteria established by the board, within two (2) years after being granted an extension, or an SNI that fails to improve and is not granted an extension, will be referred to the board for recommendations on further action regarding the SNI, including options to increase or reduce funds and resources allocated to the school.

33-6109. SCHOOL RECOGNITION AND REWARD PROGRAM. (1) The board shall establish in rule criteria for measuring improvement in schools in need of intervention.

(2) Subject to available funding, the board shall annually distribute monetary rewards to:

(a) Schools in need of intervention that meet the criteria for improvement, including schools that have been granted an extension pursuant to section 33-6108, Idaho Code; and

(b) Administrators and teachers at schools in need of intervention that qualify for a reward pursuant to paragraph (a) of this subsection.

(3) The board shall establish in rule a reward schedule for rewards granted pursuant to this section.

(4) When a school in need of intervention receives a reward pursuant to this section, the principal of such school shall, in consultation with the school turnaround committee and the faculty and staff at the school, determine how to use the reward in the best interest of the school, which may include providing bonuses to school employees.

33-6110. SCHOOL LEADERSHIP DEVELOPMENT PROGRAM. (1) As used in this section, "school leader" means a principal or an assistant principal.

(2) There is hereby created the school leadership development program, the intent of which is to increase the number of highly effective school leaders capable of initiating, achieving, and sustaining school improvement efforts.

(3) The board shall identify one (1) or more providers through a request for proposals process to develop or provide leadership development training that emphasizes proven strategies for improving schools for school leaders and aspiring school leaders who:

(a) Are not currently the leader of a school participating in a school turnaround plan under section 33-6104, Idaho Code; and

(b) Are willing to work in schools in need of intervention for at least three (3) years.

(4) Subject to available funding, the board shall provide incentive pay to a school leader who:

(a) Completes training pursuant to this section; and

(b) Agrees to work for at least three (3) years in a school in need of intervention.

(5) Following the 2020-2021 school year, and each year thereafter, the board shall:

(a) Identify school leaders at schools participating in a school turnaround plan who have successfully implemented proven strategies for improving schools; and

(b) Create opportunities for such leaders to share their methods with aspiring leaders participating in the school leadership development program.

(6) The board shall establish provisions regarding the school leadership development program in rule, including application procedures for the program and criteria for selecting school leaders from the applicant pool.

33-6111. REPORTS. Twice each year, by January 31 and August 31, the board shall report to the senate and house of representatives education committees on the status of school improvement and the effectiveness of this chapter in improving Idaho schools.

33-6112. CHARTER SCHOOLS. Nothing in this chapter shall interfere with the right of an authorized chartering entity to revoke a public charter school's charter pursuant to section 33-5209C, Idaho Code, and such action may be taken in lieu of other procedures provided in this chapter if authorized by law or rule.

33-6113. RULES -- APPEALS -- DUTIES OF DEPARTMENT. (1) The board is authorized to promulgate rules to implement and enforce the provisions of this chapter.

(2) The board shall establish in rule an appeals process for when a school turnaround plan is not approved by a governing authority or by the board.

(3) The state department of education shall designate a person or persons to provide resources, assistance, data, information, or support to the

board, governing authorities, school turnaround committees, independent school turnaround experts, and schools in need of intervention.

33-6114. SEVERABILITY. The provisions of this chapter are hereby declared to be severable and if any provision of this chapter or the application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of the remaining portions of this chapter.

LEGISLATURE OF THE STATE OF IDAHO
Sixty-fifth Legislature First Regular Session - 2019

IN THE SENATE

SENATE BILL NO. 1057

BY EDUCATION COMMITTEE

AN ACT

RELATING TO EDUCATION; AMENDING SECTION 33-320, IDAHO CODE, TO REVISE PROVISIONS REGARDING CONTINUOUS IMPROVEMENT PLANS FOR SCHOOL DISTRICTS AND PUBLIC CHARTER SCHOOLS.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. That Section 33-320, Idaho Code, be, and the same is hereby amended to read as follows:

33-320. CONTINUOUS IMPROVEMENT PLANS AND TRAINING. (1) Each school district and public charter school in Idaho shall develop an annual plan that is part of a continuous focus on improving the student performance of the district or public charter school.

(2) (a) The board of trustees and the superintendent shall collaborate on the plan and engage students, parents, educators and the community as appropriate. The board of directors and the administrator of a public charter school shall collaborate on the plan and engage students, parents, educators and the community as appropriate.

(b) The annual continuous improvement plan shall:

(i) Be data driven, specifically in student outcomes, and shall include, but not be limited to, analyses of demographic data, student achievement and growth data, graduation rates, and college and career readiness;

(ii) Set clear and measurable targets based on student outcomes;

(iii) Include a clearly developed and articulated vision and mission;

(iv) Include key indicators for monitoring performance; and

(v) Include, at a minimum, the ~~statewide student readiness and~~ student ~~improvement~~ achievement and growth metrics~~; and~~ reported on each school and district's report card as required by the state board of education and published by the state department of education

~~(vi) Include a report of progress toward the previous year's improvement goals~~.

(c) The annual continuous improvement plan must be reviewed and updated annually no later than October 1 each year.

(d) The board of trustees or the board of directors shall continuously monitor progress toward the goals by utilizing relevant data to measure growth. The progress shall be included in evaluations of the district superintendent or administrator of a public charter school.

(3) The plan must be made available to the public and shall be posted on the school district or charter school website.

(4) Of the moneys appropriated in the public schools educational support program, up to six thousand six hundred dollars ($6,600) shall be

distributed to each school district and public charter school to be expended for training purposes for district superintendents and boards of trustees, public charter school administrators and boards of directors. Funds shall be distributed on a reimbursement basis based on a process prescribed by the superintendent of public instruction. Qualified training shall include training for continuous improvement processes and planning, strategic planning, finance, superintendent evaluations, public charter administrator evaluations, ethics and governance.

(5) ~~(a) As used in this section, "statewide student readiness and improvement metrics" means metrics established by the state board of education applicable to three (3) grade bands that include high school, middle grades and elementary grades and early reading readiness, which metrics will be referred to as the:~~

~~(i) Career and college readiness metric;~~

~~(ii) Career and college readiness improvement metric;~~

~~(iii) High school readiness metric;~~

~~(iv) High school readiness improvement metric;~~

~~(v) Grade 7 readiness metric;~~

~~(vi) Grade 7 readiness improvement metric;~~

~~(vii) Grade 4 reading readiness metric;~~

~~(viii) Grade 4 reading readiness improvement metric;~~

~~(ix) Grade 3 reading readiness metric;~~

~~(x) Grade 3 reading readiness improvement metric;~~

~~(xi) Grade 2 reading readiness metric;~~

~~(xii) Grade 2 reading readiness improvement metric;~~

~~(xiii) Grade 1 reading readiness metric; and~~

~~(xiv) Grade 1 reading readiness improvement metric.~~

~~(b) The readiness score shall be the percent of exiting students that are prepared to continue to the next educational level.~~

~~(c) The readiness improvement score shall be the year-over-year improvement in the readiness score of the school.~~

~~(d) Statewide student readiness and improvement metrics shall be calculated at the school level and reported annually on the progress report.~~

~~(6)~~ The state board of education shall be granted rulemaking authority to establish appropriate procedures, qualifications and guidelines for qualified training providers and shall prepare a list of qualified training providers within the state of Idaho.

LEGISLATURE OF THE STATE OF IDAHO
Sixty-fifth Legislature First Regular Session - 2019

IN THE SENATE

SENATE BILL NO. 1058

BY EDUCATION COMMITTEE

AN ACT
RELATING TO CHARTER SCHOOLS; AMENDING SECTION 33-5206, IDAHO CODE, TO ESTABLISH PROVISIONS REGARDING CERTIFICATES FOR CHARTER SCHOOL ADMINISTRATORS AND TO MAKE TECHNICAL CORRECTIONS.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. That Section 33-5206, Idaho Code, be, and the same is hereby amended to read as follows:

33-5206. REQUIREMENTS AND PROHIBITIONS OF A PUBLIC CHARTER SCHOOL. (1) In addition to any other requirements imposed in this chapter, a public charter school shall be nonsectarian in its programs, affiliations, admission policies, employment practices, and all other operations, shall not charge tuition, levy taxes or issue bonds, and shall not discriminate against any student on any basis prohibited by the federal or state constitution~~s~~ or any federal, state or local law. Public charter schools shall comply with the federal individuals with disabilities education act. Admission to a public charter school shall not be determined according to the place of residence of the student, or of the student's parent or guardian within the district, except that a new~~,~~ replication or conversion public charter school established under the provisions of this chapter shall adopt and maintain a policy giving admission preference to students who reside within the contiguous and compact primary attendance area of that public charter school.

(2) No board of trustees shall require any employee of the school district to be involuntarily assigned to work in a public charter school.

(3) Certified teachers in a public charter school shall be considered public school teachers. Educational experience shall accrue for service in a public charter school and such experience shall be counted by any school district for any teacher who has been employed in a public charter school. The staff of the public charter school shall be considered a separate unit for the purposes of collective bargaining.

(4) Employment of charter school teachers and administrators shall be on written contract conditioned upon a valid certificate being held by such professional personnel at the time of entering upon the duties thereunder. Administrators may be certified pursuant to the requirements set forth in chapter 12, title 33, Idaho Code, pertaining to traditional public schools, or may hold a charter school administrator certificate. An applicant is eligible for a charter school administrator certificate if the applicant:

(a) Holds a bachelor's degree from an accredited four (4) year institution;

(b) Submits to a criminal history check as described in section 33-130, Idaho Code;

(c) Completes a course consisting of a minimum of three (3) semester credits in the statewide framework for teacher evaluations, which shall include a laboratory component;

(d) Submits a letter from a charter school board of directors stating that the board of directors has carefully considered the applicant's candidacy, has chosen to hire the applicant, and is committed to overseeing the applicant's performance; and

(e) Has one (1) or more of the following:

(i) Five (5) or more years of experience administering a public charter school;

(ii) A post-baccalaureate degree and a minimum of five (5) years of experience in school administration, public administration, business administration, or military administration;

(iii) Successful completion of a nationally recognized charter school leaders fellowship; or

(iv) Five (5) or more years of teaching experience and a commitment from an administrator at a charter school in academic, operational, and financial good standing according to its authorizer's most recent review to mentor the applicant for a minimum of one (1) year.

A charter school administrator certificate shall be valid for five (5) years and renewable thereafter. Administrators shall be subject to oversight by the professional standards commission. Certificates may be revoked pursuant to the provisions of section 33-1208, Idaho Code. Issuance of a certificate to any applicant may be refused for such reason as would have constituted grounds for revocation.

(5) No board of trustees shall require any student enrolled in the school district to attend a public charter school.

(6) Authorized chartering entities may establish reasonable pre-opening requirements or conditions to monitor the start-up progress of newly approved public charter schools and ensure that they are prepared to open smoothly on the date agreed, and to ensure that each school meets all building, health, safety, insurance and other legal requirements for school opening.

(7) Each public charter school shall annually submit the audit of its fiscal operations to the authorized chartering entity.

(8) A public charter school or the authorized chartering entity may enter into negotiations to revise a charter or performance certificate at any time. If a public charter school petitions to revise its charter or performance certificate, the authorized chartering entity's review of the revised petition shall be limited in scope solely to the proposed revisions. Except for public charter schools authorized by a school district board of trustees, when a non-virtual public charter school submits a proposed charter revision to its authorized chartering entity and such revision includes a proposal to increase such public charter school's approved student enrollment cap by ten percent (10%) or more, the authorized chartering entity shall hold a public hearing on such petition. The authorized chartering entity shall provide the board of the local school district in which the public charter school is physically located notice in writing of such hearing no later than thirty (30) days prior to the hearing. The public hearing shall

include any oral or written comments that an authorized representative of the school district in which the public charter school is physically located may provide regarding the impact of the proposed charter revision upon the school district. Such public hearing shall also include any oral or written comments that any petitioner may provide regarding the impact of the proposed charter revision upon such school district.

(9) When a charter is nonrenewed pursuant to the provisions of section 33-5209B, Idaho Code, revoked pursuant to section 33-5209C, Idaho Code, or the board of directors of the public charter school terminates the charter, the assets of the public charter school remaining after all debts of the public charter school have been satisfied must be returned to the authorized chartering entity for distribution in accordance with applicable law.

(10) Public charter schools may contract with educational services providers subject to the following provisions:

(a) Educational services providers, whether for-profit or nonprofit, shall be third-party entities separate from the public charter schools with which they contract. Educational services providers shall not be considered governmental entities.

(b) No more than one-third (1/3) of the public charter school's board membership may be comprised of nonprofit educational services provider representatives. Nonprofit educational services provider representatives may not be employees of the public charter school or the educational services provider and may not hold office as president or treasurer on the public charter school's board. For-profit educational services providers may not have representatives on the public charter school's board of directors.

(c) Public charter school board of director members shall annually disclose any existing and potential conflicts of interest, pecuniary or otherwise, with affiliated educational services providers.

(d) Charter holders shall retain responsibility for academic, fiscal and organizational operations and outcomes of the school and may not relinquish this responsibility to any other entity.

(e) Contracts must ensure that school boards retain the right to terminate the contract for failure to meet defined performance standards.

(f) Contracts must ensure that assets purchased by educational services providers on behalf of the school, using public funds, shall remain assets of the school. The provisions of this paragraph shall not prevent educational services providers from acquiring assets using revenue acquired through management fees.

(g) Charter holders shall consult legal counsel independent of the party with whom they are contracting for purposes of reviewing the school's management contract and facility lease or purchase agreements to ensure compliance with applicable state and federal law, including requirements that state entities not enter into contracts that obligate them beyond the terms of any appropriation of funds by the state legislature.

(h) Charter holders must ensure that their facility contracts are separate from any and all management contracts.

(i) Prior to approval of the charter petition indicating the school board's intention to contract with an educational services provider,

authorized chartering entities shall conduct a thorough evaluation of the academic, financial and organizational outcomes of other schools that have contracted with the educational services provider and evidence of the educational services provider's capacity to successfully grow the public charter school while maintaining quality management and instruction in existing schools.

(11) Admission procedures, including provision for overenrollment, shall provide that the initial admission procedures for a new public charter school or replication public charter school will be determined by lottery or other random method, except as otherwise provided herein.

(a) If initial capacity is insufficient to enroll all pupils who submit a timely application, then the admission procedures may provide that preference shall be given in the following order: first, to children of founders, provided that this admission preference shall be limited to not more than ten percent (10%) of the capacity of the public charter school; second, to siblings of pupils already selected by the lottery or other random method; third, to pupils seeking to transfer from another Idaho public charter school at which they have been enrolled for at least one (1) year, provided that this admission preference shall be subject to an existing written agreement for such preference between the subject charter schools; fourth, to students residing within the primary attendance area of the public charter school; and fifth, by an equitable selection process such as a lottery or other random method. If so stated in its petition, a new public charter school or replication public charter school may include the children of full-time employees of the public charter school within the first priority group subject to the limitations therein. Otherwise, such children shall be included in the highest priority group for which they would otherwise be eligible.

(b) If capacity is insufficient to enroll all pupils who submit a timely application for subsequent school terms, then the admission procedures may provide that preference shall be given in the following order: first, to pupils returning to the public charter school in the second or any subsequent year of its operation; second, to children of founders, provided that this admission preference shall be limited to not more than ten percent (10%) of the capacity of the public charter school; third, to siblings of pupils already enrolled in the public charter school; fourth, to pupils seeking to transfer from another Idaho public charter school at which they have been enrolled for at least one (1) year, provided that this admission preference shall be subject to an existing written agreement for such preference between the subject charter schools; fifth, to students residing within the primary attendance area of the public charter school; and sixth, by an equitable selection process such as a lottery or other random method. There shall be no carryover from year to year of the list maintained to fill vacancies. A new lottery shall be conducted each year to fill vacancies that become available. If so stated in its petition, a public charter school may include the following children within the second priority group subject to the limitations therein:

(i) The children of full-time employees of the public charter school; and

(ii) Children who attended the public charter school within the previous three (3) school years, but who withdrew as a result of the relocation of a parent or guardian due to an academic sabbatical, employer or military transfer or reassignment.

Otherwise, such children shall be included in the highest priority group for which they would otherwise be eligible.

(12) Public charter schools shall comply with section 33-119, Idaho Code, as it applies to secondary school accreditation.

(13) Public charter school students shall be tested with the same standardized tests as other Idaho public school students.

LEGISLATURE OF THE STATE OF IDAHO
Sixty-fifth Legislature First Regular Session - 2019

IN THE SENATE

SENATE BILL NO. 1059

BY EDUCATION COMMITTEE

AN ACT

RELATING TO EDUCATION; AMENDING SECTION 33-1632, IDAHO CODE, TO REVISE PROVISIONS REGARDING MASTERY-BASED EDUCATION AND TO ESTABLISH THE IDAHO MASTERY EDUCATION NETWORK.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. That Section 33-1632, Idaho Code, be, and the same is hereby amended to read as follows:

33-1632. MASTERY-BASED EDUCATION. (1) The legislature finds that moving toward ~~a~~ mastery-based ~~model of~~ education where students progress as they demonstrate mastery of a subject or grade level is in the best interest of Idaho students. The legislature further finds that moving from the current time-based system ~~with~~ to a mastery-based ~~model~~ approach will allow for more personalized and differentiated learning; create a focus on explicit, measurable, transferable learning objectives that empower students; and emphasize competencies that include application and knowledge along with skill development.

(2) The state department of education shall perform the following activities to move Idaho toward ~~a~~ mastery-based education ~~system~~:

(a) ~~Conduct a~~ Provide ongoing statewide outreach and communications to increase awareness ~~campaign to promote~~ and understanding of and promote interest in mastery-based education for teachers, administrators, parents, students, business leaders, and policymakers;

(b) ~~Establish a committee of educators to identify roadblocks and possible solutions in implementing mastery-based education and develop recommendations for the incubator process; and~~

~~(c) Facilitate the planning and development of an incubator process and assessments of local education agencies to identify the initial cohort of up to twenty (20) local education agencies to serve as incubators in fiscal year 2017.~~

Facilitate and maintain the Idaho mastery education network composed of Idaho public school districts and charter schools that collaborate to transition Idaho to mastery-based education. The network shall:

(i) Advise the superintendent of public instruction and the state board of education on the progress of the transition to mastery-based education;

(ii) Develop evidence-based recommendations for continued implementation;

(iii) Implement the policies of the legislature and the state board of education for the transition to mastery-based education; and

(iv) Provide network resources, including professional development, coaching, and best practices, to Idaho public school districts and charter schools; and

(c) Create a sustainability plan for statewide scaling of mastery-based education and ensure that all public school districts and charter schools participating in the Idaho mastery education network develop plans that describe how the public school district or charter school will maintain a mastery-based approach to education. Plans must include a process to develop the rubrics and assessments necessary to determine mastery and award credit.

(3) The state department of education may expend or distribute moneys appropriated for purposes identified in subsection (2) of this section directly to public school districts and charter schools that are participating in the mastery education network and have applied and been selected to receive mastery-based education grants. The cost of activities provided for in this section shall be paid by the state department of education from moneys appropriated for this program in the educational support program budget as provided for in section 33-1002, Idaho Code.

(4) Any public school district or charter school may participate in the mastery education network by applying to the state department of education, even if such district or school is not selected to receive mastery-based education grants.

(5) ~~Not~~ No later than January 31 of each year, the state department of education shall report annually to the state board of education and the education committees of the senate and the house of representatives regarding the progress toward implementing mastery-based education.

(~~5~~6) For purposes of this section:

(a) ~~"Incubator process" means a process where districts and charter schools that are willing and ready to start moving toward a mastery-based education system would be identified through site assessments and would form an initial cohort of incubators for mastery-based education. The incubators would receive support for staff professional development, stakeholder education and ongoing assessment and coaching. These incubators would provide data and best practices for continued implementation of mastery-based education.~~

~~(b)~~ "Mastery-based education ~~system~~" means an education system where student progress is based ~~up~~on a student's demonstration of mastery of competencies and content, not seat time or the age or grade level of the student.

(b) "Network" means the Idaho mastery education network.

RS26561

LEGISLATURE OF THE STATE OF IDAHO
Sixty-fifth Legislature First Regular Session - 2019

IN THE _____

BILL NO. _____

BY _____

AN ACT

RELATING TO THE QUALITY EDUCATOR LOAN ASSISTANCE PROGRAM; AMENDING TITLE 33, IDAHO CODE, BY THE ADDITION OF A NEW CHAPTER 61, TITLE 33, IDAHO CODE, TO ESTABLISH THE QUALITY EDUCATOR LOAN ASSISTANCE PROGRAM AND TO PROVIDE RULEMAKING AUTHORITY, TO DEFINE TERMS, TO PROVIDE DUTIES OF THE STATE BOARD OF EDUCATION AND STATE DEPARTMENT OF EDUCATION REGARDING CRITICAL QUALITY EDUCATOR SHORTAGES, TO PROVIDE LOAN REPAYMENT ASSISTANCE AND ELIGIBILITY AND AWARD CRITERIA, AND TO PROVIDE FOR AWARD PROTOCOLS AND STATUTORY CONSTRUCTION; AND PROVIDING SEVERABILITY.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. That Title 33, Idaho Code, be, and the same is hereby amended by the addition thereto of a NEW CHAPTER, to be known and designated as Chapter 61, Title 33, Idaho Code, and to read as follows:

CHAPTER 61
QUALITY EDUCATOR LOAN ASSISTANCE PROGRAM

33-6101. QUALITY EDUCATOR LOAN ASSISTANCE PROGRAM -- RULEMAKING. A quality educator loan assistance program as set forth in this chapter shall be administered by the state board of education. The program shall provide for the direct repayment of educational loans of eligible quality educators. The state board of education shall promulgate rules to implement the provisions of this chapter.

33-6102. DEFINITIONS. As used in this chapter:

(1) "Educational loans" means all loans made pursuant to a federal loan program, except federal parent loans for undergraduate students (PLUS), as provided in 20 U.S.C. 1078-2.

(2) "Federal loan program" means educational loans authorized by 20 U.S.C. 1071 et seq., 20 U.S.C. 1087a et seq., and 20 U.S.C. 1087aa et seq.

(3) "Quality educator" means a full-time, standard certificated individual employed as an instructional or a pupil service employee in an Idaho school district or at a public charter school.

33-6103. CRITICAL QUALITY EDUCATOR SHORTAGES. (1) The state board of education in cooperation with the state department of education shall identify specific schools that are impacted by critical quality educator shortages using the following criteria:

(a) Rural isolation of the school pursuant to section 33-319, Idaho Code; or

(b) Economic disadvantage of the school based on eligibility for funds under title I, part A of the federal elementary and secondary education act, as amended.

(2) Quality educators who are employed at schools identified in subsection (1) of this section are eligible for repayment of all or part of any such educator's outstanding educational loans existing at the time of application in accordance with the eligibility and award criteria established in this chapter up to the amount specified in section 33-6104, Idaho Code, and in rules promulgated by the state board of education.

33-6104. LOAN REPAYMENT ASSISTANCE -- ELIGIBILITY AND AWARD CRITERIA. (1) Loan repayment assistance may be provided on behalf of a quality educator who:

(a) Is employed in a school identified pursuant to section 33-6103, Idaho Code;

(b) Has a signed contract with such school; and

(c) Has an educational loan that is not in default and that has a minimum unpaid current balance of at least one thousand dollars ($1,000) at the time of application.

(2) In order to qualify for loan repayment assistance under this chapter, a quality educator shall submit an application to the state board of education in accordance with rules promulgated by the state board. The application shall include official verification or proof of the applicant's total unpaid accumulated educational loan debt and any other documentation as required by the state board for verification of the applicant's eligibility.

(3) A quality educator is eligible for loan repayment assistance for up to four (4) years, provided that the educator remains employed at the same school or by the same school district. The total annual loan repayment assistance shall be:

(a) One thousand five hundred dollars ($1,500) for the first year;

(b) Two thousand five hundred dollars ($2,500) for the second year;

(c) Three thousand five hundred dollars ($3,500) for the third year; and

(d) Four thousand five hundred dollars ($4,500) for the fourth year.

(4) The state board may remit payment of the loan on behalf of the quality educator in accordance with the requirements of this chapter and rules promulgated by the state board.

33-6105. AWARD PROTOCOLS -- CONSTRUCTION. (1) The state board of education shall promulgate rules to establish protocols for determining the number of loan repayment assistance awards that will be made annually based on available appropriations for the program.

(2) The state board of education shall define the criteria for determining the schools that are most impacted by quality educator shortages.

(3) Nothing in this chapter may be construed to require the provision of loan repayment assistance without an appropriation for that purpose.

SECTION 2. SEVERABILITY. The provisions of this act are hereby declared to be severable and if any provision of this act or the application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of the remaining portions of this act.

ATTACHMENT 8

TITLE 33
EDUCATION
CHAPTER 37

MISCELLANEOUS PROVISIONS RELATING TO STATE INSTITUTIONS OF LEARNING

33-3717C. WAIVING FEES OR TUITION FOR CERTAIN RESIDENT OR NONRESIDENT STUDENTS. (1) Notwithstanding any other provision of law the state board of education and the board of regents of the university of Idaho may determine when to grant a full or partial waiver of fees or tuition charged to nonresident students pursuant to reciprocal agreements with other states, or to resident students. In making this determination, the state board of education and the board of regents of the university of Idaho shall consider the potential of the waiver to:

(a) Enhance educational opportunities for Idaho residents;

(b) Promote mutually beneficial cooperation and development of Idaho communities and nearby communities in neighboring states;

(c) Contribute to the quality of educational programs; and

(d) Assist in maintaining the cost effectiveness of auxiliary operations in Idaho institutions of higher education.

(2) Consistent with the determinations made pursuant to subsection (1) hereof, the state board of education and the board of regents of the university of Idaho may enter into agreements with other states to provide for a full or partial reciprocal waiver of fees or tuition charged to students. Each agreement shall provide for the numbers and identifying criteria of students, and shall specify the institutions of higher education that will be affected by the agreement.

(3) The state board of education and the board of regents of the university of Idaho shall establish policy guidelines for the administration by the affected Idaho institutions of any tuition waivers authorized under this section, for evaluating applicants for such waivers, and for reporting the results of the reciprocal waiver programs authorized in this section.

(4) A report and financial analysis of any waivers authorized under this section shall be submitted annually to the legislature as part of the budget recommendations of the state board of education and the board of regents of the university of Idaho for the system of higher education in this state.

DRSBB003

LEGISLATURE OF THE STATE OF IDAHO
Sixty-fifth Legislature First Regular Session - 2019

This bill draft contains confidential and privileged information exempt from disclosure under Section 74-109(1), Idaho Code. If you have received this message by mistake, please notify us immediately by replying to this message or telephoning the Legislative Services Office at (208) 334-2475.

AN ACT

RELATING TO EDUCATION; AMENDING THE HEADING FOR CHAPTER 10, TITLE 33, IDAHO CODE, TO REVISE THE CHAPTER TITLE; AMENDING SECTION 33-1001, IDAHO CODE, TO REMOVE DEFINITIONS, TO REVISE DEFINITIONS AND TO DEFINE TERMS; REPEALING SECTION 33-1002, IDAHO CODE, RELATING TO THE EDUCATIONAL SUPPORT PROGRAM; AMENDING CHAPTER 10, TITLE 33, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 33-1002, IDAHO CODE, TO PROVIDE FOR THE PUBLIC SCHOOLS EDUCATIONAL SUPPORT PROGRAM AND STUDENT-BASED FOUNDATION FUNDING; AMENDING CHAPTER 10, TITLE 33, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 33-1002A, IDAHO CODE, TO PROVIDE FOR SPECIAL PROGRAMS SUPPORT; AMENDING CHAPTER 10, TITLE 33, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 33-1002B, IDAHO CODE, TO PROVIDE FOR STUDENT ENROLLMENT COUNTS AND RULEMAKING; AMENDING CHAPTER 10, TITLE 33, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 33-1002C, IDAHO CODE, TO PROVIDE FOR WEIGHTS AND RULEMAKING; AMENDING CHAPTER 10, TITLE 33, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 33-1002D, IDAHO CODE, TO PROVIDE A HOLD HARMLESS PROVISION AND PROVISIONS RELATING TO ANNUAL FUNDING INCREASES; REPEALING SECTION 33-1003, IDAHO CODE, RELATING TO SPECIAL APPLICATION OF EDUCATIONAL SUPPORT PROGRAM; AMENDING CHAPTER 10, TITLE 33, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 33-1003, IDAHO CODE, TO PROVIDE FOR PAYMENTS TO LOCAL EDUCATION AGENCIES; REPEALING SECTION 33-1003A, IDAHO CODE, RELATING TO THE CALCULATION OF AVERAGE DAILY ATTENDANCE; REPEALING SECTION 33-1003C, IDAHO CODE, RELATING TO SPECIAL APPLICATION OF TECHNOLOGY INSTRUCTION; REPEALING SECTION 33-1004, IDAHO CODE, RELATING TO STAFF ALLOWANCE; REPEALING SECTION 33-1004A, IDAHO CODE, RELATING TO THE EXPERIENCE AND EDUCATION MULTIPLIER; AMENDING SECTION 33-1004B, IDAHO CODE, TO REDESIGNATE THE SECTION, TO AMEND PROVISIONS RELATING TO THE CAREER LADDER AND TO PROVIDE PROVISIONS RELATING TO LOCAL SALARY SCHEDULES; REPEALING SECTION 33-1004C, IDAHO CODE, RELATING TO BASE AND MINIMUM SALARIES, LEADERSHIP PREMIUMS AND THE EDUCATION AND EXPERIENCE INDEX; AMENDING SECTION 33-1004E, IDAHO CODE, TO REDESIGNATE THE SECTION AND TO REMOVE PROVISIONS REGARDING SALARY-BASED APPORTIONMENT; AMENDING SECTION 33-1004F, IDAHO CODE, TO REDESIGNATE THE SECTION, TO REMOVE PROVISIONS RELATING TO SALARY-BASED APPORTIONMENT, TO PROVIDE PROVISIONS RELATING TO LOCAL SALARY SCHEDULES AND TO CORRECT CODE REFERENCES; AMENDING SECTION 33-1004I, IDAHO CODE, TO REDESIGNATE THE SECTION, TO PROVIDE CORRECT TERMINOLOGY AND TO REMOVE A DEFINITION; AMENDING SECTION 33-1004J, IDAHO CODE, TO REDESIGNATE THE SECTION, TO PROVIDE CORRECT TERMINOLOGY, TO CORRECT A CODE REFERENCE, TO REMOVE A DEFINITION AND TO REQUIRE THAT CERTAIN PROVISIONS ARE REVIEWED BY THE LEGISLATURE; AMENDING SECTION 33-1002B, IDAHO CODE, TO REDESIGNATE THE SECTION, TO REMOVE REFERENCES TO SUPPORT UNIT AND AVERAGE DAILY ATTENDANCE, TO PROVIDE REFERENCES TO THE FOUNDATION AND STUDENT ENROLLMENT COUNTS AND TO MAKE TECHNICAL CORRECTIONS; AMENDING SECTION 33-1002C, IDAHO CODE, TO REDESIGNATE THE SECTION; AMENDING

SECTION 33-1002F, IDAHO CODE, TO REDESIGNATE THE SECTION, TO REMOVE PROVISIONS RELATING TO SUPPORT UNITS AND TO CORRECT A CODE REFERENCE; AMENDING SECTION 33-1002E, IDAHO CODE, TO REDESIGNATE THE SECTION; AMENDING SECTION 33-1002G, IDAHO CODE, TO REDESIGNATE THE SECTION AND TO REMOVE A CARER TECHNICAL SCHOOL REQUIREMENT RELATING TO SECONDARY SUPPORT UNITS; AMENDING CHAPTER 10, TITLE 33, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 33-1005E, IDAHO CODE, TO PROVIDE FOR THE PUBLIC SCHOOL CLASSROOM TECHNOLOGY PROGRAM; REPEALING SECTION 33-1009, IDAHO CODE, RELATING TO PAYMENTS FROM THE PUBLIC SCHOOL INCOME FUND; AMENDING SECTION 33-1007A, IDAHO CODE, TO REDESIGNATE THE SECTION, TO PROVIDE CORRECT TERMINOLOGY AND TO MAKE TECHNICAL CORRECTIONS; AMENDING SECTION 33-1010, IDAHO CODE, TO PROVIDE TECHNICAL CORRECTIONS; AMENDING SECTION 33-1005, IDAHO CODE, TO REDESIGNATE THE SECTION, TO PROVIDE CORRECT TERMINOLOGY, TO REMOVE A REFERENCE TO AVERAGE DAILY ATTENDANCE AND TO PROVIDE A REFERENCE TO STUDENT ENROLLMENT COUNTS; REPEALING SECTION 33-1017, IDAHO CODE, RELATING TO THE SCHOOL SAFETY AND HEALTH REVOLVING LOAN AND GRANT FUND; AMENDING SECTION 33-1018, IDAHO CODE, TO REMOVE REFERENCES TO DISCRETIONARY FUNDING, TO PROVIDE FOR PUBLIC SCHOOL STUDENT-BASED FOUNDATION FUNDING VARIABILITY AND TO REVISE RELATED PROVISIONS, REPEALING SECTION 33-1021, IDAHO CODE, RELATING TO MATH AND SCIENCE REQUIREMENT; AMENDING SECTION 33-1024, IDAHO CODE, TO REVISE PROVISIONS RELATING TO MONEYS FOR CERTAIN ONLINE PORTALS; AMENDING SECTION 33-309, IDAHO CODE, TO REMOVE A REFERENCE TO AVERAGE DAILY ATTENDANCE AND TO PROVIDE A REFERENCE TO STUDENT ENROLLMENT COUNT; AMENDING SECTION 33-317, IDAHO CODE, TO CORRECT A CODE REFERENCE; AMENDING SECTION 33-515, IDAHO CODE, TO REMOVE AN EXCEPTION RELATING TO A REQUIREMENT FOR RENEWABLE CONTRACT STATUS AND TO REMOVE PROVISIONS RELATING TO SALARY-BASED APPORTIONMENT; AMENDING SECTION 33-522, IDAHO CODE, TO REVISE PROVISIONS RELATING TO A FINANCIAL EMERGENCY; AMENDING SECTION 33-801A, IDAHO CODE, TO REMOVE A PROVISION RELATING TO SUPPORT UNITS; AMENDING SECTION 33-804, IDAHO CODE, TO REVISE QUALIFICATIONS FOR SUBMITTING A CERTAIN QUESTION TO ELECTORS OF A SCHOOL DISTRICT AND TO MAKE TECHNICAL CORRECTIONS; AMENDING SECTION 33-805, IDAHO CODE, TO REVISE PROVISIONS RELATING TO THE SCHOOL EMERGENCY FUND LEVY AND TO MAKE TECHNICAL CORRECTIONS; AMENDING SECTION 33-905, IDAHO CODE, TO REVISE PROVISIONS RELATING TO THE SCHOOL DISTRICT BUILDING ACCOUNT AND TO CORRECT A CODE REFERENCE; AMENDING SECTION 33-906, IDAHO CODE, TO REMOVE A CODE REFERENCE; AMENDING SECTION 33-906B, IDAHO CODE, TO REVISE PROVISIONS RELATING TO THE VALUE INDEX CALCULATION AND TO MAKE TECHNICAL CORRECTIONS; AMENDING SECTION 33-1405, IDAHO CODE, TO REVISE PROVISIONS RELATING TO RATES OF TUITION, TO PROVIDE CORRECT TERMINOLOGY AND TO MAKE TECHNICAL CORRECTIONS; AMENDING SECTION 33-1406, IDAHO CODE, TO CORRECT A CODE REFERENCE AND TO MAKE TECHNICAL CORRECTIONS; AMENDING SECTION 33-1613, IDAHO CODE, TO REMOVE PROVISIONS RELATING TO THE SCHOOL SAFETY AND HEALTH REVOLVING LOAN AND GRANT FUND; AMENDING SECTION 33-1619, IDAHO CODE, TO REVISE PROVISIONS RELATING TO VIRTUAL EDUCATION PROGRAMS AND TO CORRECT CODE REFERENCES; AMENDING SECTION 33-1627, IDAHO CODE, TO REVISE PROVISIONS RELATING TO THE MONEYS APPROPRIATED FOR THE MATH INITIATIVE PROGRAM; AMENDING SECTION 33-2004, IDAHO CODE, TO REMOVE REFERENCES TO DAILY ATTENDANCE, TO PROVIDE PROVI-

SIONS RELATING TO STUDENT ENROLLMENT, TO PROVIDE CORRECT TERMINOLOGY, TO CORRECT A CODE REFERENCE AND TO MAKE TECHNICAL CORRECTIONS; AMENDING SECTION 33-4602, IDAHO CODE, TO REVISE PROVISIONS RELATING TO DUAL CREDIT COURSES AND TO PROVIDE CORRECT TERMINOLOGY; AMENDING SECTION 33-5208, IDAHO CODE, TO REVISE PROVISIONS RELATING TO PUBLIC CHARTER SCHOOL FINANCIAL SUPPORT; AMENDING SECTION 33-5210, IDAHO CODE, TO REMOVE A CODE REFERENCE AND RELATED PROVISIONS; AMENDING SECTION 33-5214, IDAHO CODE, TO CORRECT A CODE REFERENCE; AMENDING SECTION 33-5215, IDAHO CODE, TO REMOVE A REFERENCE TO SALARY-BASED APPORTIONMENT, TO REMOVE REFERENCES TO ADA AND TO PROVIDE PROVISIONS FOR ENROLLMENT REPORTS; AMENDING SECTION 33-5217, IDAHO CODE, TO CORRECT A CODE REFERENCE; AMENDING SECTION 50-2908, IDAHO CODE, TO REMOVE A CODE REFERENCE; AMENDING SECTION 57-1303, IDAHO CODE, TO REMOVE A REFERENCE TO AVERAGE DAILY ATTENDANCE AND TO PROVIDE PROVISIONS FOR AN UNWEIGHTED STUDENT ENROLLMENT COUNT; AMENDING SECTION 59-1115, IDAHO CODE, TO CORRECT A CODE REFERENCE AND TO MAKE TECHNICAL CORRECTIONS; AMENDING SECTION 63-315, IDAHO CODE, TO REMOVE A CODE REFERENCE; AMENDING SECTION 63-805, IDAHO CODE, TO REMOVE REFERENCES TO AVERAGE DAILY ATTENDANCE AND TO PROVIDE PROVISIONS RELATING TO STUDENTS ENROLLED; DECLARING AN EMERGENCY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING A SUNSET DATE.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. That the Heading for Chapter 10, Title 33, Idaho Code, be, and the same is hereby amended to read as follows:

CHAPTER 10
~~FOUNDATION~~ PUBLIC SCHOOLS EDUCATIONAL SUPPORT PROGRAM -- ~~STATE AID -- APPORTIONMENT~~ STUDENT-BASED FOUNDATION FUNDING

SECTION 2. That Section 33-1001, Idaho Code, be, and the same is hereby amended to read as follows:

33-1001. DEFINITIONS. The following words and phrases used in this chapter are defined as follows:

(1) ~~"Administrative schools" means and applies to all elementary schools and kindergartens within a district that are situated ten (10) miles or less from both the other elementary schools and the principal administrative office of the district and all secondary schools within a district that are situated fifteen (15) miles or less from other secondary schools of the district.~~

~~(2) "Administrative staff" means those who hold an administrator certificate and are employed as a superintendent, an elementary or secondary school principal, or are assigned administrative duties over and above those commonly assigned to teachers.~~

~~(3) "Average daily attendance" or "pupils in average daily attendance" means the aggregate number of days enrolled students are present, divided by the number of days of school in the reporting period; provided, however, that students for whom no Idaho school district is a home district shall not be considered in such computation.~~

~~(4)~~ "Career ladder" means the ~~compensation table~~ specific performance criteria set forth in section 33-1004, Idaho Code, used by local education agencies for determining ~~the allocations districts receive for~~ placement of instructional staff and pupil service staff ~~based on specific performance criteria and is made up of a residency compensation rung and a professional compensation rung~~ on their local salary schedules.

(2) "Children with disabilities" is as defined in section 33-2001(2), Idaho Code.

(~~5~~3) "Compensation rung" means the rung on ~~the career ladder~~ a local salary schedule that corresponds with the compensation level performance criteria.

(4) "Economically disadvantaged" means a student who:

(a) Is eligible for a free or reduced-price lunch under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.);

(b) Resides with a family receiving assistance under the program of block grants to states for temporary assistance for needy families (TANF) established under Part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.); or

(c) Is eligible to receive medical assistance under the Medicaid program under Title XIX of the Social Security Act (42 U.S.C. 1396 et seq.).

(~~6~~5) "Elementary grades" ~~or "elementary average daily attendance"~~ means and applies to students enrolled in grades 1 through 6 inclusive, or any combination thereof.

(~~7~~6) "Elementary schools" are schools that serve grades 1 through 6 inclusive, or any combination thereof.

(~~8~~7) "Elementary/secondary schools" are schools that serve grades 1 through 12 inclusive, or any combination thereof.

(~~9~~8) "English language learner" or "ELL" means a student who does not score proficient on the English language development assessment established by rule of the state board of education.

(9) "Gifted and talented" is as defined in section 33-2001(4), Idaho Code.

(10) "Homebound student" means any student who would normally and regularly attend school, but is confined to home or hospital because of an illness or accident for a period of ten (10) or more consecutive days.

(1~~0~~1) "Instructional staff" means those who hold an Idaho certificate issued under section 33-1201, Idaho Code, and who are either involved in the direct instruction of a student or group of students or who serve in a mentor or teacher leader position for individuals who hold an Idaho certificate issued under section 33-1201, Idaho Code.

(1~~1~~2) "Kindergarten" ~~or "kindergarten average daily attendance"~~ means and applies to all students enrolled in a school year, less than a school year, or summer kindergarten program.

(13) "Local education agency" or "LEA" means a public school district or a public charter school authorized by a chartering entity other than a local school district board of trustees.

(14) "Local salary schedule" means a compensation table developed by each LEA that is consistent with the provisions of section 33-1004, Idaho Code, and that, at a minimum, is made up of a residency compensation rung with three (3) cells and a professional compensation rung with a minimum of five

(5) cells, and is used by LEAs for determining amounts to be distributed for instructional staff and pupil service staff.

(1~~2~~5) "Measurable student achievement" means the measurement of student academic achievement or growth within a given interval of instruction for those students who have been enrolled in and attended eighty percent (80%) of the interval of instruction. Measures and targets shall be chosen at the district level or school level in collaboration with the staff member impacted by the measures and applicable district staff. Assessment tools that may be used for measuring student achievement and growth include:

(a) Idaho standards achievement test;
(b) Student learning objectives;
(c) Formative assessments;
(d) Teacher-constructed assessments of student growth;
(e) Pre- and post-tests;
(f) Performance-based assessments;
(g) Idaho reading indicator;
(h) College entrance exams or preliminary college entrance exams such as PSAT, SAT and ACT;
(i) District-adopted assessment;
(j) End-of-course exams;
(k) Advanced placement exams; and
(l) Career technical exams.

(1~~3~~6) "Performance criteria" means the standards specified for instructional staff and pupil service staff to demonstrate teaching proficiency for a given compensation rung. Each element of the performance criteria, as identified in subsection (1~~4~~7) of this section, shall be reported for determining movement on ~~the career ladder~~ a local salary schedule.

(1~~4~~7) "Professional compensation rung performance criteria" means:

(a) An overall rating of proficient, and no components rated as unsatisfactory on the state framework for teaching evaluation; and

(b) Demonstrating the majority of their students have met their measurable student achievement targets or student success indicator targets.

(1~~5~~8) "Public school district" or "school district" or "district" means any public school district organized under the laws of this state, including specially chartered school districts.

(1~~6~~9) "Pupil service staff" means those who provide services to students but are not involved in direct instruction of those students, and hold a pupil personnel services certificate.

(20) "Remote school" means:

(a) A school that is remote and isolated from the other schools of the state because of geographical or topographical conditions and that is approved as such by the state board of education; or

(b) A kindergarten located more than ten (10) miles on an all-weather road from both the nearest kindergarten school within the same school district and from the location of the office of the superintendent of schools of such district, or from the office of the chief administrative officer of such district if the district employs no superintendent of schools; or

(c) An elementary school located more than ten (10) miles on an all-weather road from both the nearest elementary school and ele-

mentary/secondary school serving like grades within the same school district and from the location of the office of the superintendent of schools of such district, or from the office of the chief administrative officer of such district if the district employs no superintendent of schools; or

(d) A secondary school located more than fifteen (15) miles on an all-weather road from any other secondary school and elementary/secondary school serving like grades operated by the district.

(~~17~~21) "Secondary grades" ~~or "secondary average daily attendance"~~ means and applies to students enrolled in grades 7 through 12 inclusive, or any combination thereof.

(~~18~~22) "Secondary schools" are schools that serve grades 7 through 12 inclusive, or any combination thereof.

(~~19~~) ~~"Separate elementary school" means an elementary school located more than ten (10) miles on an all-weather road from both the nearest elementary school and elementary/secondary school serving like grades within the same school district and from the location of the office of the superintendent of schools of such district, or from the office of the chief administrative officer of such district if the district employs no superintendent of schools.~~

~~(20) "Separate kindergarten" means a kindergarten located more than ten (10) miles on an all-weather road from both the nearest kindergarten school within the same school district and from the location of the office of the superintendent of schools of such district, or from the office of the chief administrative officer of such district if the district employs no superintendent of schools.~~

(~~21~~) ~~"Separate secondary school" means any secondary school located more than fifteen (15) miles on an all-weather road from any other secondary school and elementary/secondary school serving like grades operated by the district.~~

(2~~2~~3) "Special education" means specially designed instruction or related services, at no cost to the parents, to meet the unique needs of children with disabilities.

(24) "Student success indicators" means measurable indicators of student achievement or growth, other than academic, within a predefined interval of time for a specified group of students. Measures and targets shall be chosen at the district or school level in collaboration with the pupil service staff member impacted by the measures and applicable district staff. Student success indicators include:

(a) Quantifiable goals stated in a student's 504 plan or individualized education plan.

(b) Quantifiable goals stated in a student's behavior improvement plan.

(c) School or district identified measurable student objectives for a specified student group or population.

~~(23) "Support program" means the educational support program as described in section 33-1002, Idaho Code, the transportation support program described in section 33-1006, Idaho Code, and the exceptional education support program as described in section 33-1007, Idaho Code.~~

~~(24) "Support unit" means a function of average daily attendance used in the calculations to determine financial support provided to the public school districts.~~

(25) "Teacher" means any person employed in a teaching, instructional, supervisory, educational administrative or educational and scientific capacity in any school district. In case of doubt, the state board of education shall determine whether any person employed requires certification as a teacher.

SECTION 3. That Section 33-1002, Idaho Code, be, and the same is hereby repealed.

SECTION 4. That Chapter 10, Title 33, Idaho Code, be, and the same is hereby amended by the addition thereto of a NEW SECTION, to be known and designated as Section 33-1002, Idaho Code, and to read as follows:

33-1002. PUBLIC SCHOOLS EDUCATIONAL SUPPORT PROGRAM -- STUDENT-BASED FOUNDATION FUNDING. The public schools educational support program and the student-based foundation funding (the "foundation") shall be calculated annually by the legislature as follows:

(1) Add the state appropriation, including the moneys available in the public school income fund, together with all appropriated miscellaneous revenues to determine the total state funds for the public schools educational support program.

(2) From the total state funds for the public schools educational support program, subtract the total amount needed for state support of special programs set forth in section 33-1002A, Idaho Code, to determine the total foundation moneys.

(3) Divide the total foundation moneys by the estimated total statewide weighted student enrollment count to determine the annual foundation amount per student.

SECTION 5. That Chapter 10, Title 33, Idaho Code, be, and the same is hereby amended by the addition thereto of a NEW SECTION, to be known and designated as Section 33-1002A, Idaho Code, and to read as follows:

33-1002A. SPECIAL PROGRAMS SUPPORT. Pursuant to section 33-1002(2), Idaho Code, the following amounts are needed for state support of special programs provided by LEAs:

(1) Transportation support program as provided in section 33-1006, Idaho Code;

(2) The approved costs for border district allowance as provided in section 33-1403, Idaho Code, as determined by the state superintendent of public instruction;

(3) The approved costs for exceptional child approved contract allowance provided in section 33-2004(1)(b), Idaho Code, as determined by the state superintendent of public instruction;

(4) Pupil tuition-equivalency allowances as provided in section 33-1005, Idaho Code;

(5) Bond levy equalization support program as provided in section 33-906, Idaho Code;
(6) For the support of provisions that provide a safe environment conducive to student learning and maintain classroom discipline, an allocation of fifteen dollars ($15.00) for each student enrolled in a school district or public charter school;
(7) Advanced opportunities as provided in chapter 46, title 33, Idaho Code;
(8) For instructional staff members certified by the national board for professional teaching standards as provided in section 33-1004A, Idaho Code;
(9) School district facilities funds as provided in sections 67-7434, 33-905, and 33-1019;
(10) Charter school facilities funds and reimbursements paid pursuant to section 33-5208(5), Idaho Code;
(11) Master educator premiums as provided in section 33-1004C, Idaho Code;
(12) Leadership premiums as provided in section 33-1004E, Idaho Code;
(13) For mastery-based education as provided for in section 33-1632, Idaho Code;
(14) For expenditure as provided by the public school classroom technology program as provided in section 33-1005E, Idaho Code;
(15) Feasibility studies allowance as provided in section 33-1009, Idaho Code;
(16) Continuous improvement plans and training as provided in section 33-320, Idaho Code;
(17) Unemployment insurance benefit payments according to the provisions of section 72-1349A, Idaho Code;
(18) For employee severance payments as provided in section 33-521, Idaho Code; and
(19) Any additional amounts as required by statute to effect administrative adjustments or as specifically required by the provisions of any bill of appropriation.

SECTION 6. That Chapter 10, Title 33, Idaho Code, be, and the same is hereby amended by the addition thereto of a NEW SECTION, to be known and designated as Section 33-1002B, Idaho Code, and to read as follows:

33-1002B. STUDENT ENROLLMENT COUNTS AND RULEMAKING. The state board of education shall promulgate rules that set forth the procedures for determining student enrollment counts and the process for reporting such counts. Such rules shall be consistent with the following:
(1) Full-time enrollment (FTE) shall be based on enrollment in any LEA;
(2) A student shall not exceed a total of one (1.0) unweighted FTE in a single school year;
(3) A kindergarten student shall not exceed a total of one-half (0.5) enrollment in a single school year;
(4) A fractional enrollment count schedule shall be specified for any student enrolled less than one (1.0) FTE at a given LEA;

(5) FTE is based on the courses a student is enrolled in at the time of the official count, as specified in board rule;

(6) Each LEA shall conduct an official count of enrolled students in its LEA on the first day of October, the first day of December, the first day of February, and the first day of April, or the previous school day if those dates do not fall on a school day;

(7) An LEA may not count as enrolled any student who has unexcused absences totaling eleven (11) or more consecutive school days immediately prior to and including the official count date;

(8) Any elementary school having fewer than ten (10) enrolled students shall not be allowed to participate in the foundation for public schools unless such school has been approved for operation by the state board of education; and

(9) Effective July 1, 2020, the following shall apply to qualifying public school districts:

(a) If a public school district reports an unweighted student enrollment count of fewer than thirty (30), then an unweighted student enrollment count of thirty (30) shall be used for the purpose of determining the foundation amount per student pursuant to section 33-1002, Idaho Code, and for determining such school district's allocation amounts pursuant to section 33-1003, Idaho Code.

(b) If a public school district reports an unweighted student enrollment count in secondary grades of fewer than one hundred (100), then an unweighted student enrollment count of one hundred (100) shall be used as the secondary grades enrollment count for the purpose of determining the foundation amount per student pursuant to section 33-1002, Idaho Code, and for determining such school district's allocation amounts pursuant to section 33-1003, Idaho Code.

(c) A public school district may qualify under either paragraph (a) or (b) of this subsection, but not both. The provisions of this subsection do not apply to public charter schools.

SECTION 7. That Chapter 10, Title 33, Idaho Code, be, and the same is hereby amended by the addition thereto of a NEW SECTION, to be known and designated as Section 33-1002C, Idaho Code, and to read as follows:

33-1002C. WEIGHTS -- RULEMAKING. (1) An additional percentage shall be added to certain students' unweighted FTE enrollment counts for the LEAs in which such students attend as follows:

(a) For each student identified as economically disadvantaged, an additional:

(i) Ten percent (10%) effective July 1, 2020.

(ii) Twenty percent (20%) effective July 1, 2021.

(iii) Twenty-five percent (25%) effective July 1, 2022.

(b) For each student identified as an English language learner, an additional:

(i) Ten percent (10%) effective July 1, 2020.

(ii) Twenty percent (20%) effective July 1, 2021.

(iii) Thirty percent (30%) effective July 1, 2022.

(iv) Thirty-five percent (35%) effective July 1, 2023.

(c) An additional two percent (2%) shall be added to ten percent (10%) of the unweighted student enrollment count for each LEA, which shall be used for gifted and talented students.

(d) For each student who qualifies for special education, an additional:

(i) Sixty-five percent (65%) effective July 1, 2020.

(ii) Seventy-five percent (75%) effective July 1, 2021.

(iii) Eighty-five percent (85%) effective July 1, 2022.

(iv) Ninety-five percent (95%) effective July 1, 2023.

(v) One hundred percent (100%) effective July 1, 2024.

(2) An additional percentage shall be added to the official unweighted student enrollment counts for qualifying schools and districts as follows:

(a) Grade weight. For each student enrolled in grades K through 3, or in grades 9 through 12, an additional ten percent (10%) shall be added to the student enrollment count for the LEA in which such student attends.

(b) Large school district weight. For each school district that reports an unweighted student enrollment count of twenty thousand (20,000) or more, an additional two percent (2%) shall be added to the student enrollment count for such school districts.

(c) Remote school weight. The weight to be multiplied by the unweighted student enrollment count for qualifying remote schools to determine the additional weighted student count shall be as follows:

UNWEIGHTED ENROLLMENT COUNT	WEIGHT
30 or fewer	2.05
Between 31 and 164	1.2625 + (.7875 - (enrollment x .00477))
Between 165 and 329	.7375 + (.7875 - (enrollment x .00159))

(d) Small LEA weight. The weight to be multiplied by the unweighted student enrollment count for small LEAs to determine the additional weighted student count shall be as follows:

UNWEIGHTED ENROLLMENT COUNT	WEIGHT
Kindergarten through Elementary Grades:	
30 or fewer	2.05
Between 31 and 164	1.2625 + (.7875 - (enrollment x .00477))
Between 165 and 329	.7375 + (.7875 - (enrollment x .00159))
Secondary Grades:	
30 or fewer	2.05
Between 31 and 434	1.2625 + (.7875 - (enrollment x .00181))
Between 435 and 869	.7375 + (.7875 - (enrollment x .0006))

(e) School district market value weight. The state department of education shall annually calculate each school district's market value per unweighted enrolled student (MVUES) based on market values that would be used to calculate a bond levy, and shall annually calculate the

statewide average. Each school district's MVUES shall then be divided by the statewide average to determine each school district's MVUES index. To determine the weight to multiply by the district's unweighted student enrollment count, use the following table, provided that, the weight shall not exceed 0.10:

DISTRICT'S MVUES INDEX	WEIGHT
Less than 1.0	(1.0 - MVUES index) + 1.0
1.0 or greater	No market value weight shall be applied

(3) An LEA shall distribute the additional weighted foundation moneys allocated to it for the students identified in subsection (1) of this section to the school programs in which such students are enrolled.

(4) If a student is identified for more than one (1) weight set forth in subsection (1) of this section, then such weights shall be cumulative.

(5) The state board of education shall promulgate rules implementing the provisions of this section, which shall include, but not be limited to, procedures for determining weighted counts and a process for reporting such weighted counts.

SECTION 8. That Chapter 10, Title 33, Idaho Code, be, and the same is hereby amended by the addition thereto of a NEW SECTION, to be known and designated as Section 33-1002D, Idaho Code, and to read as follows:

33-1002D. HOLD HARMLESS -- ANNUAL FUNDING INCREASE. The legislature intends that LEAs are held financially harmless in totality of state funds during the three (3) year transition period to the new student based foundation funding set forth in section 33-1002, Idaho Code.

(1) No LEA shall receive less state funding than it received during the 2019-2020 school year for each of the three (3) years.

(2) No LEA shall receive an annual funding increase of less than two percent (2%) per enrolled student nor more than seven and one half percent (7.5%) per enrolled student, of what is calculated for the per student amount for the 2019-2020 school year.

SECTION 9. That Section 33-1003, Idaho Code, be, and the same is hereby repealed.

SECTION 10. That Chapter 10, Title 33, Idaho Code, be, and the same is hereby amended by the addition thereto of a NEW SECTION, to be known and designated as Section 33-1003, Idaho Code, and to read as follows:

33-1003. PAYMENTS TO LOCAL EDUCATION AGENCIES. (1)(a) Payments of the moneys specified in the annual appropriation to the public schools educational support program shall be made each year by the state department of education to the LEAs in six (6) payments. Payments to the LEAs shall be made not later than the fifteenth day of August, October, December, February, April and June of each year. The first payment by the state department of education shall be approximately thirty percent (30%) of the total student-based foundation funding appropriation for the prior fiscal year,

while the second payment shall be approximately twenty percent (20%). The third, fourth, fifth and sixth payments shall each be approximately twelve and one-half percent (12.5%), except as provided for in section 33-5209C, Idaho Code.

(b) Payments of moneys, other than the state general account appropriation, that accrue to the public school income fund shall be made by the state department of education to the LEAs on the fifteenth day of December, February, April and June each year. The total amount of such payments shall be determined by the state department of education and shall not exceed the amount of moneys available and on deposit in the public school income fund at the time such payment is made.

(2) Payments made to the LEAs in August and October are advance payments for the current year and may be based upon payments from the public school income fund for the preceding school year. Each LEA may receive its proportionate share of the advance payments in the same ratio that its total payment for the preceding year was to the total payments to all LEAs for the preceding year.

(3) Payments made pursuant to this subsection shall take into consideration all payments distributed for the current fiscal year to the LEAs.

(a) To determine each LEA's December payment, multiply the current school year's foundation amount per student by the LEA's official weighted student enrollment count from October.

(b) To determine each LEA's February payment, multiply the current school year's foundation amount per student by the LEA's official weighted student enrollment count from December.

(c) To determine each LEA's April payment, multiply the current school year's foundation amount per student by the LEA's official weighted student enrollment count from February.

(d) To determine each LEA's June payment, multiply the current school year's foundation amount per student by the LEA's official weighted student enrollment count from April. The June payments shall also take into consideration:

(i) All funds available in the public school income fund for the fiscal year ending June 30;

(ii) The dollar amount obligated to the LEAs as calculated by multiplying the foundation amount per student by the average of the four (4) official weighted student enrollment counts; and

(iii) The adjustment based on the foundation amount per student required by the provisions of section 33-1018, Idaho Code;

(4) Any apportionments in any year, made to any LEA, which may within the succeeding one (1) year period be found to have been in error either of computation or transmittal, may be corrected during the one (1) year period by reduction of apportionments to any LEA to which over-apportionments may have been made or received, and corresponding additions to apportionments to any LEA to which under-apportionments may have been made or received.

SECTION 11. That Section 33-1003A, Idaho Code, be, and the same is hereby repealed.

SECTION 12. That Section 33-1003C, Idaho Code, be, and the same is hereby repealed.

SECTION 13. That Section 33-1004, Idaho Code, be, and the same is hereby repealed.

SECTION 14. That Section 33-1004A, Idaho Code, be, and the same is hereby repealed.

SECTION 15. That Section 33-1004B, Idaho Code, be, and the same is hereby amended to read as follows:

33-1004~~B~~. CAREER LADDER -- LOCAL SALARY SCHEDULES. ~~School districts shall receive an allocation for instructional staff and pupil service staff based on their staffs' position on the career ladder as follows:~~ Each LEA shall develop a local salary schedule that is consistent with the career ladder set forth in this section.

(1) Instructional staff and pupil service staff who are in their first year of holding a certificate shall be placed in the first cell of ~~the~~ their local residency compensation rung and shall move one (1) cell on ~~the~~ their local residency compensation rung for each year they hold an Idaho educator certificate thereafter for up to three (3) years, at which point they will remain in the third cell of ~~the~~ their local residency rung until they earn a professional endorsement.

(2) Instructional staff and pupil service staff in their first year of holding a professional endorsement shall be placed in the first cell of ~~the~~ their local professional compensation rung.

(3) Instructional staff and pupil service staff on ~~the~~ their professional compensation rung with four (4) years of experience shall move one (1) cell on ~~the~~ their professional compensation rung unless they have failed to meet the professional compensation rung performance criteria for three (3) of the previous four (4) years. Instructional staff and pupil service staff on ~~the~~ their professional compensation rung who meet the performance criteria for three (3) of the previous five (5) years, one (1) of which must be during the fourth or fifth year, shall move one (1) cell. ~~Allocations for i~~Instructional staff and pupil service staff who do not meet the professional compensation rung performance criteria for three (3) of the previous five (5) years, one (1) of which must be during the fourth or fifth year, shall remain at ~~the previous fiscal year allocation level. This also applies to the educational allocation~~ their current position on their local professional compensation rung.

(4) In addition to the ~~allocation~~ amount specified for the applicable cell on ~~the career ladder~~ a local salary schedule, school districts shall ~~receive~~ distribute an additional ~~allocation~~ amount ~~for~~ to each career technical education instructional staff member holding an occupational specialist certificate in the area for which they are teaching in ~~the~~ an amount ~~of three thousand dollars ($3,000)~~ to be determined by each LEA.

(5) ~~In addition to the allocation amount specified for the applicable cell on the career ladder, school districts~~ LEAs shall ~~receive an additional allocation~~ distribute amounts for instructional staff and pupil service

staff holding a professional endorsement who have acquired additional education and meet the professional compensation rung performance criteria. In determining the additional education ~~allocation~~ distribution amount, only transcripted credits and degrees on file with the teacher certification office of the state department of education, earned at an institution of higher education accredited by a body recognized by the state board of education or credits earned through an internship or work experience approved by the state board of education, shall be allowed. All credits and degrees earned must be in a relevant pedagogy or content area as determined by the state department of education. Additional education ~~allocation~~ distribution amounts are not cumulative. Instructional staff whose initial certificate is an occupational specialist certificate shall be treated as BA degree-prepared instructional staff. Credits earned by such occupational specialist instructional staff after initial certification shall be credited toward the education ~~allocation~~ distribution. ~~A~~ LEAs shall pay the following staff an additional ~~allocations are~~ amount as specified in their local salary schedules:

(a) ~~For i~~Instructional staff and pupil service staff holding a professional endorsement, a baccalaureate degree and twenty-four (24) or more credits~~, two thousand dollars ($2,000) per fiscal year~~.

(b) ~~For i~~Instructional staff and pupil service staff holding a professional endorsement and a master's degree~~, three thousand five hundred dollars ($3,500) per fiscal year~~.

~~(c)~~(6) Effective July 1, 2020, the ~~allocation~~ minimum compensation on a local salary schedule shall be:

~~Allocation~~	Base 1	2	3	4	5
Residency	$37,000	$38,000	$39,000		
Professional	$42,500	$44,375	$46,250	$48,125	$50,000

(~~6~~7) A review of a sample of evaluations completed by administrators shall be conducted annually to verify such evaluations are being conducted with fidelity to the state framework for teaching evaluation, including each evaluation component as outlined in administrative rule and the rating given for each component. The state board of education shall randomly select a sample of administrators throughout the state. A portion of such administrators' instructional staff and pupil service staff employee evaluations shall be independently reviewed. The ratio of instructional staff evaluations to pupil service staff evaluations shall be equal to the ratio of the statewide instructional staff ~~salary allowance~~ to pupil service staff ~~salary allowance~~. The state board of education with input from the Idaho-approved ~~teacher~~ educator preparation programs and the state department of education shall identify individuals and a process to conduct the reviews. Administrator certificate holders shall be required to participate in ongoing evaluation training pursuant to section 33-1204, Idaho Code. The state board of education shall report annually the findings of such reviews to the senate education committee, the house of representatives education committee, the state board of education and the deans of Idaho's approved ~~teacher~~

educator preparation programs. The state board of education shall promulgate rules implementing the provisions of this subsection.

(~~7~~8) School districts shall submit annually to the state the data necessary to determine if an instructional staff or pupil service staff member has met the performance criteria for movement on ~~the applicable compensation rung. The department of education shall calculate whether or not instructional staff and pupil service staff have met the compensation rung performance criteria based on the data submitted during the previous five (5) years~~ their local salary schedule. Individually identifiable performance evaluation ratings submitted to the state remain part of the employee's personnel record and are exempt from public disclosure pursuant to section 74-106, Idaho Code.

SECTION 16. That Section 33-1004C, Idaho Code, be, and the same is hereby repealed.

SECTION 17. That Section 33-1004E, Idaho Code, be, and the same is hereby amended to read as follows:

33-1004~~E~~A. ~~DISTRICT'S SALARY-BASED APPORTIONMENT~~ NATIONAL CERTIFICATION PREMIUM. ~~Each district shall be entitled to a salary-based apportionment calculated as provided in this section.~~

~~(1) To determine the apportionment for instructional staff, take the amounts indicated on the career ladder table plus the amounts associated with the additional education allocation amounts pursuant to section 33-1004B, Idaho Code, and calculate the weighted average. The amount so determined shall be multiplied by the district staff allowance for instructional staff determined as provided in section 33-1004(2), Idaho Code. Full-time instructional staff salaries shall be determined from a salary schedule developed by each district and submitted to the state department of education. No full-time instructional staff member shall be paid less than the minimum dollar amount on the career ladder residency compensation rung pursuant to section 33-1004B, Idaho Code, for the applicable fiscal year.~~

~~(2)~~ If an instructional staff member has been certified by the national board for professional teaching standards, the staff member shall receive two thousand dollars ($2,000) per year for five (5) years from the year in which national board certification was earned. The district staff allotment shall be increased by two thousand dollars ($2,000) for each national board-certified instructional staff member who earned national board certification~~; provided however, that no such awards shall be paid for the period July 1, 2010, through June 30, 2011, nor shall any liabilities accrue or payments be made pursuant to this section in the future to any individuals who would have otherwise qualified for a payment during this stated time period. The resulting amount is the district's salary-based apportionment for instructional staff~~. For purposes of this section, teachers qualifying for the salary increase shall be those who have been recognized as national board-certified teachers as of July 1 of each year.

~~(3) To determine the apportionment for pupil service staff, take the amounts indicated on the career ladder table plus the amounts associated with the additional education allocation amounts pursuant to section~~

~~33-1004B, Idaho Code, and calculate the weighted average. If the district does not employ any pupil service staff, the district's pupil service staff average salary shall equal the district's instructional staff average salary for purposes of calculating pupil service salary-based apportionment. The amount so determined shall be multiplied by the district staff allowance for pupil service staff determined pursuant to section 33-1004(3), Idaho Code. Full-time pupil service staff salaries shall be determined from a salary schedule developed by each district and submitted to the state department of education. The resulting amount is the district's salary-based apportionment for pupil service staff. No full-time pupil service staff member shall be paid less than the minimum dollar amount on the career ladder residency compensation rung pursuant to section 33-1004B, Idaho Code, for the applicable fiscal year.~~

~~(4) To determine the apportionment for district administrative staff, first determine the district average experience and education index by placing all eligible certificated administrative employees on the statewide index provided in section 33-1004A, Idaho Code. The resulting average is the district index. If the district does not employ any administrative staff, the district administrative index shall equal the statewide average index for purposes of calculating administrative salary-based apportionment. The district administrative staff index shall be multiplied by the base salary of thirty-six thousand one hundred eighty-six dollars ($36,186). The amount so determined shall be multiplied by the district staff allowance for administrative staff determined as provided in section 33-1004(4), Idaho Code. The resulting amount is the district's salary-based apportionment for administrative staff.~~

~~(5) To determine the apportionment for classified staff, multiply twenty-one thousand six hundred sixty-five dollars ($21,665) by the district classified staff allowance determined as provided in section 33-1004(5), Idaho Code. The amount so determined is the district's apportionment for classified staff.~~

~~(6) The district's salary-based apportionment shall be the sum of the apportionments calculated in subsections (1), (2), (3), (4) and (5) of this section, plus the benefit apportionment as provided in section 33-1004F, Idaho Code.~~

SECTION 18. That Section 33-1004F, Idaho Code, be, and the same is hereby amended to read as follows:

33-1004~~F~~B. OBLIGATIONS TO RETIREMENT AND SOCIAL SECURITY BENEFITS. Based upon the actual salary~~-based apportionment~~, as determined ~~in section 33-1004E, Idaho Code~~ by local salary schedules, the master educator premiums distributed pursuant to section 33-1004~~I~~C, Idaho Code, and the leadership premiums distributed pursuant to section 33-1004~~J~~E, Idaho Code, there shall be allocated that amount required to meet the employer's obligations to the public employee retirement system and to social security.

SECTION 19. That Section 33-1004I, Idaho Code, be, and the same is hereby amended to read as follows:

33-1004~~I~~C. MASTER EDUCATOR PREMIUMS. (1) A portion of the ~~moneys available to the education~~ total state funds for the public schools educational support program shall be distributed per full-time equivalent instructional staff position employed by each ~~school district~~ LEA. Such moneys shall be paid to instructional staff employees who have earned a master educator designation by meeting the minimum qualifications set forth in subsection (2) of this section and the additional qualifications developed or adopted by the employing ~~school district~~ LEA pursuant to subsection (3) of this section, in an amount set forth in subsection (4) of this section.

(2) The minimum qualifications for an instructional staff or a pupil service staff employee to earn a master educator designation shall be as follows:

(a) An instructional staff or pupil service staff employee must have eight (8) or more years of teaching experience provided that the three (3) years immediately preceding the award must be continuous and in Idaho. The remainder of the teaching experience making up the eight (8) years must have been earned in Idaho or in a compact-member state pursuant to section 33-4101, Idaho Code;

(b) An instructional staff or pupil service staff employee must demonstrate mastery of instructional techniques for no fewer than three (3) of the previous five (5) years of instruction through:

(i) Artifacts demonstrating evidence of effective teaching; and

(ii) Successful completion of an annual individualized professional learning plan; and

(c) A majority of an instructional staff employee's students must meet measurable student achievement as defined in section 33-1001, Idaho Code, for no fewer than three (3) of the previous five (5) years.

(d) A majority of a pupil service staff employee's students must meet measurable student achievement or measurable student success indicators, as defined in section 33-1001, Idaho Code, for no fewer than three (3) of the previous five (5) years.

(3) In addition to the minimum qualifications for a master educator designation set forth in subsection (2) of this section:

(a) ~~Local school districts~~ LEAs may develop and require additional qualifications showing demonstrated mastery of instructional techniques and professional practice through multiple measures, provided that such qualifications shall be developed by a committee consisting of teachers, administrators and other ~~school district~~ LEA stakeholders and shall first be approved by the state board of education;

(b) ~~Local school districts~~ LEAs may develop plans that recognize groups of teachers based on measurable student achievement goals aligned with ~~school district~~ LEA approved continuous improvement plans. Groups may be school-wide or may be smaller groups such as grade levels or by subject matter. Each teacher in a master educator group shall receive a master educator premium if goals are met according to the ~~district~~ LEA plans. Plans shall be developed by a committee consisting of teachers, administrators and other ~~school district~~ LEA stakeholders and shall first be approved by the state board of education. Any ~~school district~~ LEA that does not follow their preapproved plan shall not receive future master educator premium dollars; or

(c) If a ~~local school district~~ LEA has not developed qualifications pursuant to paragraph (a) or (b) of this subsection, then eligible ~~school district~~ LEA staff may apply to the state board of education by showing demonstrated mastery of instructional techniques and professional practice through multiple measures as developed by a committee facilitated by the state board of education consisting of teachers, administrators and other stakeholders, which measures shall be approved by the state board of education.

(4) The amount of the master educator premium paid to a qualified instructional staff employee shall be four thousand dollars ($4,000) each year for three (3) years starting with the initial award of the master educator premium. After the third year of receiving the master educator premium, the instructional staff employee must continue to demonstrate that he or she meets the master educator premium qualifications in each subsequent year. If the qualifications are not met, then the premium will be discontinued until such time as the qualifications are met.

(5) ~~Local school district~~ LEA boards of trustees or boards of directors may provide master educator premiums to instructional staff employees consistent with the provisions of this section.

(6) ~~For the purposes of this section, the term "school district" also means "public charter school" and the term "board of trustees" also means "board of directors."~~

~~(7)~~ The state board of education may promulgate rules implementing the provisions of this section.

SECTION 20. That Section 33-1004J, Idaho Code, be, and the same is hereby amended to read as follows:

33-1004~~J~~E. LEADERSHIP PREMIUMS. (1) Of the ~~moneys available to the~~ total state funds for the public schools educational support program, eight hundred fifty dollars ($850) shall be distributed per full-time equivalent instructional and pupil service staff position employed by each ~~school district~~ LEA. Such moneys shall be paid to instructional and pupil service staff employees for leadership activities as provided in paragraphs (a) through (h) of this subsection. Such premiums shall be valid only for the fiscal year for which the premiums are made and shall be made for one (1) or more of the following reasons identified as leadership priorities by a committee consisting of teachers, administrators and other ~~school district~~ LEA stakeholders and shall be approved by the board of trustees or board of directors:

(a) Teaching a course in which students earn both high school and college credit;

(b) Teaching a course to middle school students in which the students earn both middle school and high school credit;

(c) Holding and providing service in multiple nonadministrative certificate or subject endorsement areas;

(d) Serving or being hired to serve in an instructional or pupil service position designated as hard to fill by the board of trustees or board of directors;

(e) Serving or being hired to serve in a hard to fill instructional position in a career technical education program;

(f) Providing mentoring, peer assistance or professional development pursuant to section 33-512(17), Idaho Code;

(g) Having received professional development in career and academic counseling, and then providing career or academic counseling for students, with such services incorporated within or provided in addition to the teacher's regular classroom instructional or pupil service duties;

(h) Other leadership duties designated by the board of trustees or board of directors, exclusive of duties related to student activities or athletics. Such duties shall require that the employee work additional time as a condition of the receipt of a leadership premium.

(2) ~~Local school district~~ LEA boards of trustees or boards of directors shall provide leadership premiums to instructional or pupil service staff employees consistent with the provisions of this section and may not distribute moneys provided pursuant to this section unless employees meet one (1) of the criteria specified in subsection (1) of this section. The decision as to whom and how many receive leadership premiums, and in what amounts, shall not be subject to collective bargaining, any other provision of law notwithstanding. A board may provide multiple leadership premiums to an instructional or pupil service staff employee. However, no such employee shall receive cumulative leadership premiums in excess of twenty-five percent (25%) of the minimum salary as designated on ~~the career ladder~~ a local salary schedule pursuant to section 33-1004~~B~~, Idaho Code, nor less than nine hundred dollars ($900), regardless of such employees full- or part-time status.

(3) The state department of education may require reports of information as needed to implement the provisions of this section. At a minimum, ~~school districts~~ LEAs shall report the information necessary for the department to fulfill the provisions of this section. The department shall report, on or before January 15 each year, to the governor, the senate education committee and the house of representatives education committee relevant information regarding leadership premiums, including the following:

(a) The number of instructional and pupil service staff employees in the ~~district~~ LEA;

(b) The number of instructional and pupil service staff employees that received a leadership premium;

(c) The number of leadership premiums issued, by ~~district~~ LEA;

(d) The average dollar amount of leadership premiums issued, by ~~district~~ LEA;

(e) The highest and lowest leadership premium issued, by ~~district~~ LEA;

(f) The percent of instructional and pupil service staff positions receiving leadership premiums and the cumulative amount of such premiums, by ~~district~~ LEA; and

(g) The reasons identified as leadership priorities approved by the board of trustees or board of directors as listed in subsection (1) of this section, including a description of the other leadership duties designated by the board of trustees or board of directors as provided in subsection (1)(h) of this section and the number of the premiums awarded per leadership activity as identified in subsection (1)(a) through (h) of this section.

(4) ~~For the purposes of this section, the term "school district" also means "public charter school," and the term "board of trustees" also means "board of directors."~~ Subsections (1) and (2) of this section shall be reviewed annually by the legislature.

(5) The state board of education is hereby authorized to promulgate rules to implement the provisions of this section.

SECTION 21. That Section 33-1002B, Idaho Code, be, and the same is hereby amended to read as follows:

33-100~~2B~~5. PUPIL TUITION-EQUIVALENCY ALLOWANCES. (1~~.~~) Districts which educate pupils placed by Idaho court order in licensed homes, agencies, institutions or juvenile detention facilities shall be eligible for an allowance equivalent to forty-two percent (42%) of the previous year's gross per pupil cost calculated on a daily basis. This district allowance shall be in addition to ~~support unit~~ the foundation funding and included in district apportionment payments, subject to approval of district applications by the state superintendent of public instruction.

(2~~.~~) Districts which educate pupils placed by Idaho court order in a juvenile detention facility with a summer school program shall be eligible for an allowance equivalent to one-half (1/2) of forty-two percent (42%) of the previous year's gross per pupil cost calculated on a daily basis. This district allowance shall be in addition to ~~support unit~~ the foundation funding and included in district apportionment payments, subject to approval of district applications by the state superintendent of public instruction.

(3~~.~~) Districts which educate school age special education students who, due to the nature and severity of their disabilities, are residing in licensed public or private residential facilities or homes, and whose parents are not patrons of the district, shall be eligible for an allowance equivalent to forty-two percent (42%) of the previous year's gross per pupil cost per child plus the excess cost rate that is annually determined by the state superintendent of public instruction. This district allowance shall be in addition to ~~exceptional~~ the foundation funding and the special education ~~support unit~~ weight funding and included in district apportionment payments, subject to approval of district applications by the state superintendent of public instruction.

(4~~.~~) 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 local school district shall provide education services to such students if requested by the licensed public or private residential facility, provided that the local school district has been given the opportunity to provide input on any federally required education plans for any such students. A local school district providing education services for such students shall sign a contract with any such licensed public or private residential facilities, which contract shall delineate the education services to be provided by the local school district and the amount to be paid by the licensed public or private residential facility. The amount paid shall be equal to the local school district's full cost of providing the education services delineated by the contract, as determined by the local school dis-

trict. Such students shall be excluded from all ~~average daily attendance~~ student enrollment counts and other reports provided to the state that would result in the distribution of state funding to the local school district.

(5~~.~~) For school age nonspecial education students from outside the state of Idaho who are residing in licensed public or private residential facilities within the state of Idaho, the local school district may provide education services to such students if requested by the licensed public or private residential facility. A local school district providing education services for such students shall sign a contract with any such licensed public or private residential facilities, which contract shall delineate the education services to be provided by the local school district and the amount to be paid by the licensed public or private residential facility. The amount paid shall be equal to the local school district's full cost of providing the education services delineated by the contract, as determined by the local school district. Such students shall be excluded from all ~~average daily attendance~~ student enrollment counts and other reports provided to the state that would result in the distribution of state funding to the local school district.

SECTION 22. That Section 33-1002C, Idaho Code, be, and the same is hereby amended to read as follows:

33-100~~2C~~5A. SUMMER SCHOOL PROGRAM ~~SUPPORT UNITS -- ALTERNATIVE SCHOOL~~ FUNDING -- JUVENILE DETENTION FACILITY. (1) ~~Alternative s~~Summer school programs for at-risk students, as defined in state board of education rule, of not less than two hundred twenty-five (225) hours of instruction, which shall be included in the ~~educational support units~~ enrollment totals calculated as provided in section 33-1002B, Idaho Code, may be established as approved by the state board of education. ~~The average daily attendance divided by forty (40) shall determine the number of allowable support units which shall be included in the alternative school support units calculated for the school district for the succeeding school term~~ Summer school enrollment numbers shall be added to the first count of the ensuing school year.

(2) For any ~~alternative school~~ youth intervention program designated pursuant to section 46-805, Idaho Code, full-term ~~average daily attendance~~ enrollment shall be used to calculate ~~support units~~ enrollment for each cohort of students that meets the minimum instructional hours requirement provided for in section 33-512, Idaho Code. The ~~support units~~ enrollment so calculated shall be used for all state funding formulas in which ~~support units are~~ student enrollment is used.

(3) Districts which educate ~~pupils~~ students placed by court order in a juvenile detention facility may establish a summer school program which shall be included in the ~~educational support units~~ student enrollment calculated as provided in section 33-1002B, Idaho Code. ~~The average daily attendance divided by forty (40) shall determine the number of allowable support units which shall be included in the exceptional education school support units calculated for the school district for the succeeding school term.~~

~~(4) Average daily attendance and the support units so generated by this section shall not be included in or subject to the provisions of section~~

~~33-1003, Idaho Code, and shall be included as an addition to any other support units generated pursuant to Idaho Code.~~

SECTION 23. That Section 33-1002F, Idaho Code, be, and the same is hereby amended to read as follows:

33-100~~2F~~5B. ALTERNATIVE SCHOOL REPORT. Annually, prior to the tenth legislative day, the department of education shall file with the legislature a report detailing the alternative school programs within the state. On July 1 of each year, or as soon thereafter as feasible, each school district receiving moneys pursuant to ~~the alternative school support units factor in section 33-1002, Idaho Code, or~~ section 33-100~~2C~~5A, Idaho Code, shall file with the state department a comprehensive report of the amount of money received in the district, the expenditure on alternative school programs~~,~~ and the programs provided. This information shall be compiled by the department for transmission to the legislature.

SECTION 24. That Section 33-1002E, Idaho Code, be, and the same is hereby amended to read as follows:

33-100~~2E~~5C. PUPILS ATTENDING SCHOOL IN ANOTHER STATE. In any school district which abuts upon the border of another state, the resident pupils of said district may attend schools in the other state as provided in section 33-1403, Idaho Code.

SECTION 25. That Section 33-1002G, Idaho Code, be, and the same is hereby amended to read as follows:

33-100~~2G~~5D. CAREER TECHNICAL SCHOOL FUNDING AND ELIGIBILITY. (1) School districts may establish career technical schools that qualify for funding appropriated for the specific purpose of supporting the added cost of career technical schools. These funds will be appropriated to the state board for career technical education, to be expended by the division of career technical education. In order for a school to qualify for funding as a career technical school, it must make application to the division of career technical education on or before the fifteenth of April for the following fiscal year. This includes applicants for new schools and renewal applications. All career technical schools must meet all three (3) of the following criteria:

(a) The school serves students from two (2) or more high schools. No one (1) high school can comprise more than eighty-five percent (85%) of the total enrolled career technical school students. In the event a student enrolled in the career technical school is not enrolled in a public high school, the eighty-five percent (85%) will be calculated based on the public high school attendance area where the student resides.

(b) The majority of the school's program offerings lead to some form of postsecondary credit, such as dual credit or other advanced opportunities, as defined by the state board of education, or include apprenticeship opportunities.

(c) All school programs offer at least one (1) supervised field experience for all students.

(2) All career technical schools must also meet at least one (1) of the following three (3) requirements:

(a) ~~The school is funded separately from schools that qualify for computation using regular secondary support units~~.

~~(b)~~ The school has a separate and distinct governing board.

(~~c~~b) The majority of the school programs are provided at dedicated facilities that are separate from the regular high school facilities.

SECTION 26. That Chapter 10, Title 33, Idaho Code, be, and the same is hereby amended by the addition thereto of a NEW SECTION, to be known and designated as Section 33-1005E, Idaho Code, and to read as follows:

33-1005E. PUBLIC SCHOOL CLASSROOM TECHNOLOGY PROGRAM. Technology program funding shall be distributed for classroom technology and classroom technology infrastructure, and instructional management systems that assist educators and students in effective and efficient instruction or learning. Funding shall be distributed based on a formula prescribed by the superintendent of public instruction. Moneys so distributed shall be used to implement and operate an instructional management system of their choice that meets the individual learning needs and progress of all students. An instructional management system must include individual student learning plans, monitoring of interventions, integration with a district's student information system (SIS), and analysis of student and classroom levels of learning.

SECTION 27. That Section 33-1009, Idaho Code, be, and the same is hereby repealed.

SECTION 28. That Section 33-1007A, Idaho Code, be, and the same is hereby amended to read as follows:

33-100~~7A~~9. FEASIBILITY STUDY AND PLAN FOR SCHOOL CLOSURES AND/OR SCHOOL DISTRICT CONSOLIDATION. (1) The state superintendent of public instruction shall determine the reimbursable costs to any school district which are incurred under the provisions of section 33-310B, Idaho Code. The school district shall be entitled to reimbursement of all allowable costs pursuant to rules and regulations promulgated by the state board of education.

(2) In school districts where the implementation of a school closure plan requires the consolidation of one (1) or more schools, the public schools educational support program allowance for the consolidated school for a seven (7) year period following school consolidation~~,~~ shall not be less than the combined public schools educational support program allowance of the component schools in the last year of operation.

SECTION 29. That Section 33-1010, Idaho Code, be, and the same is hereby amended to read as follows:

33-1010. APPORTIONMENTS WHEN MINES NET PROFITS CONSIDERED. (1) In any school district in which mines net profits are made a part of the total assessed value of taxable property, should the amount of such net profits certified as required by section 63-2803, Idaho Code, be lower in any year than for the immediately preceding year in an amount equaling five per cent (5%) or more of the total assessed value of taxable property of the district for the preceding year, then the state department of education shall compute the adjusted value of taxable property in the district for the purposes of section 33-100~~9~~3, Idaho Code, by subtracting from the adjusted value of property in the district for the preceding year, the total of such decrease in mines net profits tax.

(2) The county auditor of each county in which the net profits of mines are made a part of the total assessed value of taxable property of any school district, shall annually examine the reports of mines net profits certified to the county assessor as required by section 63-2803, Idaho Code, and shall certify to the state department of education not later than the fifteenth day of June of each year, the net profits of mines creditable to each school district in said county.

SECTION 30. That Section 33-1005, Idaho Code, be, and the same is hereby amended to read as follows:

33-10~~05~~14. DISTRICTS RECEIVING FEDERAL FUNDS. In school districts which receive moneys for the maintenance and operation of the schools from agencies of the federal government, the public schools educational support program shall be computed on the basis of the ~~average daily attendance of pupils~~ student enrollment counts as set forth in this chapter and without regard to the manner in which such allowance from the federal government may be computed.

SECTION 31. That Section 33-1017, Idaho Code, be, and the same is hereby repealed.

SECTION 32. That Section 33-1018, Idaho Code, be, and the same is hereby amended to read as follows:

33-1018. PUBLIC SCHOOL ~~DISCRETIONARY~~ STUDENT-BASED FOUNDATION FUNDING VARIABILITY. The legislature shall annually state in the appropriation for the public schools educational support program~~/division of operations~~ the estimate of the ~~total discretionary funding provided~~ foundation amount per ~~support unit~~ student pursuant to section 33-1002, Idaho Code. ~~The~~ Before the end of each fiscal year, the department of education shall~~, before the end of each fiscal year,~~ calculate the actual ~~discretionary funding available per support unit~~ foundation amount per student.

(1) If the total estimated ~~discretionary funding~~ foundation amount per ~~support unit~~ student stated in the appropriation for the public schools educational support program~~/division of operations~~ is lower than the actual ~~discretionary funding available~~ foundation amount per ~~support unit~~ student, then the state controller shall multiply the difference by the ~~number of actual support units~~ statewide weighted student enrollment count, and trans-

fer the result from the public school income fund to the public education stabilization fund and the final distributions to ~~school districts~~ LEAs from the department of education shall be reduced by a like amount.

(2) If the total estimated ~~discretionary funding~~ foundation amount per ~~support unit~~ student stated in the appropriation for the public schools educational support program~~/division of operations~~ is greater than the actual ~~discretionary funding available~~ foundation amount per ~~support unit~~ student, then the state controller shall multiply the difference by the ~~number of actual support units~~ statewide weighted student enrollment count, and transfer the result from the public education stabilization fund to the public school income fund. This transfer shall be limited to moneys available in the public education stabilization fund. Moneys transferred from the public education stabilization fund to the public school income fund under the provisions of this section are hereby continuously appropriated for the public schools educational support program~~/division of operations~~.

SECTION 33. That Section 33-1021, Idaho Code, be, and the same is hereby repealed.

SECTION 34. That Section 33-1024, Idaho Code, be, and the same is hereby amended to read as follows:

33-1024. ONLINE PORTALS. (1) Of the moneys appropriated to the ~~educational support program~~ superintendent of public instruction, up to one hundred fifty thousand dollars ($150,000) may be expended for the development and maintenance of an internet-based portal of available online, nonsectarian K-12 or dual credit courses; an adult education portal; and a parent resource portal.

(2) The nonsectarian K-12 or dual credit courses portal shall include any of the following:

(a) Idaho digital learning academy;

(b) Idaho public school districts;

(c) Idaho public charter schools;

(d) Idaho public colleges and universities;

(e) Idaho private colleges and universities accredited by the same organization that accredits Idaho's public colleges and universities; and

(f) Any provider of online courses; provided however, that the courses available on the portal have been verified and approved by the state department of education to meet state content standards.

(3) At a minimum, the nonsectarian K-12 or dual credit courses portal shall:

(a) Include and display customer ratings from students and parents, based upon previous student enrollment with the online course, provider and instructor. Such ratings shall, at a minimum, evaluate the quality of content, instruction, communications and ease of use;

(b) Include the capacity for parents to notify their student's home school of their desire to enroll their student in an online course listed on the portal; and

(c) Facilitate communications between listed online course providers, students and parents and the home school in which the student is enrolled.

(4) At a minimum, the adult education or parent resource portal shall provide access to tools and resources focused on K-12 education.

SECTION 35. That Section 33-309, Idaho Code, be, and the same is hereby amended to read as follows:

33-309. LAPSED DISTRICTS -- ANNEXATION. (1) If the state board of education shall find any school district:

(a) Has not operated its school for a period of one (1) school year;

(b) In which the ~~average daily attendance~~ student enrollment count during each term of not less than seven (7) months in the two (2) school years last past has been less than five (5) pupils; or

(c) For a period of not less than one (1) year last past has had an insufficient number of members on its board of trustees lawfully to conduct the business of the district;

the state board may enter its order declaring any such district to be lapsed, and which district shall lapse as of the first day of July next following the date of said order.

(2) Upon entering its order declaring a school district lapsed pursuant to subsection (1) of this section, the state board shall designate some proper person a hearing officer to conduct a public hearing or hearings on the matter of annexing the lapsed district to a school district or districts contiguous thereto. The state board shall cause notice of such hearing or hearings to be published in a newspaper of general circulation in the area and the notice shall state the time and place of the hearing or hearings and the subject matter involved.

(3) Upon concluding any hearing or hearings the hearing officer shall make his report and recommendation to the state board, and the state board shall thereafter order the lapsed area annexed to such contiguous district or districts as in the judgment of the state board seems equitable and just. Any such annexation shall be effective as of the fifteenth day of August next following the date of the order of annexation.

(4) Whenever there is any outstanding unpaid bonded debt owed by the lapsed district, the state board shall, in its order of annexation, require the district, or one (1) of the districts, to which the lapsed area is annexed, to keep and maintain the bond register and to pay the principal and interest, when the same are due, out of the proceeds of any levy made for that purpose. The said order of annexation shall also provide for the transfer, or apportionment, to the annexing district or districts of the property and current liabilities of the lapsed district as in the judgment of the state board is equitable and just; provided however, that if the lapsed district shall have excess of liquid assets over current liabilities, and if such lapsed district shall have any outstanding unpaid bonded debt, then and in that event such excess shall be ordered transferred to a fund for the payment of the principal of and interest on such debt.

(5) When annexation has been completed, as hereinabove authorized, the state board shall give notice of such annexation to the officers of the

lapsed district, if any there be, and to the board of county commissioners of any county in which shall lie any district, the boundaries of which have been changed by the annexation of the lapsed area. The notice to any board of county commissioners shall be accompanied by a legal description of the boundaries of the district or districts as changed by the annexation.

SECTION 36. That Section 33-317, Idaho Code, be, and the same is hereby amended to read as follows:

33-317. COOPERATIVE SERVICE AGENCY -- POWERS -- DUTIES -- LIMITATIONS. (1) Two (2) or more school districts may join together for educational purposes to form a service agency to purchase materials and/or provide services for use individually or in combination. The cooperative service agency thus formed shall be empowered to adopt bylaws, and act as a body corporate and politic with such powers as are assigned through its bylaws but limited to the powers and duties of local school districts. In its corporate capacity, this agency may sue and be sued and may acquire, hold and convey real and personal property necessary to its existence. The employees of the service agency shall be extended the same general rights, privileges and responsibilities as comparable employees of a school district. The cooperative service agency may elect to be its own fiscal agent for the purposes of providing an alternative school program, with the concurrence of the school districts for which it provides such services. In doing so the educational support program payments made pursuant to section 33-100~~2~~3, Idaho Code, that would have been distributed to the school district acting as the fiscal agent, shall instead be distributed to the cooperative service agency.

(2) A properly constituted cooperative service agency may request from its member school districts funding to be furnished by a tax levy not to exceed one-tenth of one percent (.1%) for a period not to exceed ten (10) years by such member school districts. Such levy must be authorized by an election held subject to the provisions of section 34-106, Idaho Code, and be conducted in each of the school districts pursuant to chapter 14, title 34, Idaho Code, and approved by a majority of the district electors voting in such election. Moneys received by the member school districts from this source shall be transferred to the cooperative service agency upon receipt of billing from the agency. Excess revenue over billing must be kept in a designated account by the district, with accrued interest, and may only be spent as budgeted by the agency.

(3) For the purpose of constructing and maintaining facilities of a cooperative service agency, in addition to the levy authorized in subsection (2) of this section, a properly constituted cooperative service agency may request from its member school districts additional funding to be furnished by a tax levy not to exceed four-tenths of one percent (.4%) for a period not to exceed ten (10) years. Such levy must be authorized by an election held subject to the provisions of section 34-106, Idaho Code, and be conducted in each of the school districts pursuant to chapter 14, title 34, Idaho Code, and approved by sixty-six and two-thirds percent (66 2/3%) of the district electors voting in such election. If one (1) or more of the member districts fails to approve the tax levy in such election, the cooperative service agency may construct the facility through the support of the member dis-

tricts approving the levy, but in no event shall the levy limits authorized in this subsection (3) be exceeded. Nothing shall prevent a member district that initially failed to approve the levy from conducting a subsequent election, held pursuant to section 34-106, Idaho Code, to authorize that district's participation in construction of the facility. Electors of the districts may approve continuation of such levy for an additional ten (10) years at an election held for that purpose. There is no limit on the number of elections which may be held for the purpose of continuing the levy authorized under this subsection (3) for an additional ten (10) years. The administration and accounting of moneys received by imposition of the levy shall be the same as provided in subsection (2) of this section.

SECTION 37. That Section 33-515, Idaho Code, be, and the same is hereby amended to read as follows:

33-515. ISSUANCE OF RENEWABLE CONTRACTS. (1) During the third full year of continuous employment by the same school district, including any specially chartered district, each certificated employee named in subsection (25) of section 33-1001, Idaho Code, and each school nurse and school librarian shall be evaluated for a renewable contract and shall, upon having been offered a contract for the next ensuing year, and upon signing and timely returning a contract for a fourth full year, be placed on a renewable contract status with said school district entitling such individual to the right to automatic renewal of contract, subject to the provisions included in this chapter, provided that instructional staff who have not obtained a professional endorsement under section 33-1201A, Idaho Code, may not be placed on a renewable contract status~~, provided however, if the career ladder pursuant to section 33-1004B, Idaho Code, is not funded, then a professional endorsement shall not be required~~.

(2) At least once annually, the performance of each renewable contract certificated employee, school nurse, or school librarian shall be evaluated according to criteria and procedures established by the board of trustees in accordance with general guidelines approved by the state board of education. Such an evaluation shall be completed no later than June 1 of each year. The evaluation shall include a minimum of two (2) documented observations, one (1) of which shall be completed prior to January 1 of each year.

(3) Any contract automatically renewed under the provisions of this section may be renewed for a shorter term, longer term or the same length of term as stated in the current contract and at a greater, lesser or equal salary as that stated in the current contract. Absent the board's application of a formal reduction in force, renewals of standard teacher contracts may be for a shorter term, longer term or the same length of term as stated in the current standard teacher contract and at a greater, lesser or equal salary ~~, and shall be uniformly applied to all employees based upon the district's adopted salary schedule to the extent allowable in section 33-1004E, Idaho Code~~.

(a) Contracts issued pursuant to this section shall be issued on or before the first day of July each year.

(b) At the discretion of the board, the district may issue letters of intent for employment for the next ensuing school year to renewable

contract status employees during May of each school year. Such letter of intent shall not state a specific duration of the contract or salary/benefits term for the next ensuing school year.

~~(c) Unless otherwise negotiated and ratified by both parties pursuant to sections 33-1271, et seq., Idaho Code, standard teacher renewals for terms shorter in length than that stated in the current standard contract of renewable certificated employees, should be considered and implemented only after the district has determined that the salary-based apportionment reimbursement that it estimates it will receive for the ensuing school year is less than the sum the district would otherwise be paying for salaries for certificated professional employees.~~

(4) Nothing in this section shall prevent the board of trustees from offering a renewed contract increasing the salary of any certificated person, or from reassigning an administrative employee to a nonadministrative position with appropriate reduction of salary from the preexisting salary level. In the event the board of trustees reassigns an administrative employee to a nonadministrative position, the board shall give written notice to the employee that contains a statement of the reasons for the reassignment. The employee, upon written request to the board, shall be entitled to an informal review of that decision. The process and procedure for the informal review shall be determined by the local board of trustees.

(5) Before a board of trustees can determine not to renew for reasons of an unsatisfactory report of the performance of any certificated person whose contract would otherwise be automatically renewed, such person shall be entitled to a reasonable period of probation. This period of probation shall be preceded by a written notice from the board of trustees with reasons for such probationary period and with provisions for adequate supervision and evaluation of the person's performance during the probationary period. Such period of probation shall not affect the person's renewable contract status. Consideration of probationary status for certificated personnel is consideration of the status of an employee within the meaning of section 74-206, Idaho Code, and may be held in executive session. If the consideration results in probationary status, the individual on probation shall not be named in the minutes of the meeting. A record of the decision shall be placed in the teacher's personnel file.

(6) If the board of trustees takes action to immediately discharge or discharge upon termination of the current contract a certificated person whose contract would otherwise be automatically renewed, the action of the board shall be consistent with the procedures specified in section 33-513(5), Idaho Code, and furthermore, the board shall notify the employee in writing whether there is just and reasonable cause not to renew the contract or to reduce the salary of the affected employee, and if so, what reasons it relied upon in that determination.

(7) If the board of trustees takes action after the declaration of a financial emergency pursuant to section 33-522, Idaho Code, and such action is directed at more than one (1) certificated employee, and if mutually agreed to by both parties, a single informal review shall be conducted. Without mutual consent of both parties, the board of trustees shall use the following procedure to conduct a single due process hearing within sixty-seven

(67) days of the declaration of financial emergency pursuant to section 33-522(2), Idaho Code, or on or before June 22, whichever shall occur first:

(a) The superintendent or any other duly authorized administrative officer of the school district may recommend the change in the length of the term stated in the current contract or reduce the salary of any certificated employee by filing with the board of trustees written notice specifying the purported reasons for such changes.

(b) Upon receipt of such notice, the board of trustees, acting through its duly authorized administrative official, shall give the affected employees written notice of the reductions and the recommendation of the change in the length of the term stated in the current contract or the reduction of salary, along with written notice of a hearing before the board of trustees prior to any determination by the board of trustees.

(c) The hearing shall be scheduled to take place not less than six (6) days nor more than fourteen (14) days after receipt of the notice by the employees. The date provided for the hearing may be changed by mutual consent.

(d) The hearing shall be open to the public.

(e) All testimony at the hearing shall be given under oath or affirmation. Any member of the board, or the clerk of the board of trustees, may administer oaths to witnesses or affirmations by witnesses.

(f) The employees may be represented by legal counsel and/or by a representative of a local or state education association.

(g) The chairman of the board of trustees or the designee of the chairman shall conduct the hearing.

(h) The board of trustees shall cause an electronic record of the hearing to be made or shall employ a competent reporter to take stenographic or stenotype notes of all the testimony at the hearing. A transcript of the hearing shall be provided at cost by the board of trustees upon request of the employee.

(i) At the hearing, the superintendent or other duly authorized administrative officer shall present evidence to substantiate the reduction contained in such notice.

(j) The employees may produce evidence to refute the reduction. Any witness presented by the superintendent or by the employees shall be subject to cross-examination. The board of trustees may also examine witnesses and be represented by counsel.

(k) The affected employees may file written briefs and arguments with the board of trustees within three (3) days after the close of the hearing or such other time as may be agreed upon by the affected employees and the board of trustees.

(l) Within seven (7) days following the close of the hearing, the board of trustees shall determine and, acting through its duly authorized administrative official, shall notify the employees in writing whether the evidence presented at the hearing established the need for the action taken.

The due process hearing pursuant to this subsection shall not be required if the board of trustees and the local education association reach an agreement on issues agreed upon pursuant to section 33-522(3), Idaho Code.

(8) If the board of trustees, for reasons other than unsatisfactory service, for the ensuing contract year, determines to change the length of the term stated in the current contract, reduce the salary or not renew the contract of a certificated person whose contract would otherwise be automatically renewed, nothing herein shall require a probationary period.

(9) If the board of trustees, for reasons other than unsatisfactory service, for the ensuing contract year, determines to change the length of the term stated in the current contract or reduce the salary of a certificated person whose contract would otherwise be automatically renewed, nothing herein shall require any individualized due process proceeding. In such circumstance, the board shall hold a single informal review for all impacted employees. The process and procedure for the single informal review shall be determined by the local board of trustees.

SECTION 38. That Section 33-522, Idaho Code, be, and the same is hereby amended to read as follows:

33-522. FINANCIAL EMERGENCY. (1) Prior to declaring a financial emergency, the board of trustees shall hold a public meeting for the purpose of receiving input concerning possible solutions to the financial problems facing the school district.

(2) If the state department of education certifies that ~~one (1) or more of~~ the condition~~s~~ in paragraph (a)~~, (b) or (c)~~ of this subsection ~~are~~ is met, then the board of trustees may declare a financial emergency if it determines that the condition in paragraph (~~f~~d) of this subsection is also met. Alternatively, the board of trustees may declare a financial emergency if it determines that either of the conditions in paragraph (~~d~~b) or (~~e~~c) of this subsection are met and the state department of education certifies that the condition set forth in paragraph (~~f~~d) of this subsection is also met.

(a) ~~Any of the base salary multipliers in section 33-1004E, Idaho Code, are reduced by one and one-half percent (1 1/2%) or more from any prior fiscal year.~~

~~(b) The minimum instructional salary provision in section 33-1004E, Idaho Code, is reduced by one and one-half percent (1 1/2%) or more from any prior fiscal year.~~

~~(c)~~ The ~~amount of total general fund money appropriated per support unit~~ student-based foundation funding is reduced by greater than three percent (3%) from ~~the original general fund appropriation per support unit of~~ any prior fiscal year.

(~~d~~b) The amount of property tax revenue to be collected by the school district that may be used for any general fund purpose, with the exception of any emergency levy funds, is reduced from the prior fiscal year, and the amount of said reduction represents more than one and one-half percent (1 1/2%) of the school district's general fund budget for combined state and local revenues from the prior fiscal year.

(~~e~~c) The school district's general fund has decreased by at least one and one-half percent (1 1/2%) from the previous year's level due to a decrease in funding or natural disaster~~, but not as a result of a drop in the number of support units or the index multiplier calculated pursuant to section 33-1004A, Idaho Code, or a change in the emergency levy~~.

(~~f~~d) The school district's unrestricted general fund balance, which excludes funds restricted by state or federal law and considering both anticipated expenditures and revenue, is less than five and one-half percent (5 1/2%) of the school district's unrestricted general fund budget at the time the financial emergency is declared or for the fiscal year for which the financial emergency is declared.

(3) Upon its declaration of a financial emergency, the board of trustees shall:

(a) Have the power to reopen the salary and benefits compensation aspects of the negotiated agreement, including the length of the certificated employee contracts and the amount of compensation and benefits; and

(b) If the parties to the negotiated agreement mutually agree, reopen other matters contained within the negotiated agreement directly affecting the financial circumstances in the school district.

If the board of trustees exercises the power provided in this subsection consistent with the requirements of subsection (2) of this section, both the board of trustees and the local education association shall meet and confer in good faith for the purpose of reaching an agreement on such issues.

(4) If, after the declaration of a financial emergency pursuant to subsection (2) of this section, both parties have met and conferred in good faith and an agreement has not been reached, the board of trustees may impose its last, best offer, following the outcome of the due process hearing held pursuant to section 33-515(7), Idaho Code.

(5) A financial emergency declared pursuant to subsection (2) of this section shall be effective for only one (1) fiscal year at a time and shall not be declared by the board of trustees for a second consecutive year, unless so qualified by additional reductions pursuant to the conditions listed in subsection (2) of this section.

(6) The time requirements of sections 33-514(2) and 33-515(2), Idaho Code, shall not apply in the event a financial emergency is declared pursuant to subsection (2) of this section.

SECTION 39. That Section 33-801A, Idaho Code, be, and the same is hereby amended to read as follows:

33-801A. GENERAL FUND CONTINGENCY RESERVE. The board of trustees of any school district may create and establish a general fund contingency reserve within the annual school district budget. Such general fund contingency reserve shall not exceed five per cent (5%) of the total general fund budget~~, or the equivalent value of one (1) support unit computed as required by section 33-1002, Idaho Code, whichever is greater~~. Disbursements from said fund may be made by resolution from time to time as the board of trustees determines necessary for contingencies that may arise. The balance of said fund shall not be accumulated beyond the budgeted fiscal year. If any money remains in the contingency reserve it shall be treated as an item of income in the following year's budget.

SECTION 40. That Section 33-804, Idaho Code, be, and the same is hereby amended to read as follows:

33-804. SCHOOL PLANT FACILITIES RESERVE FUND LEVY. In any school district in which a school plant facilities reserve fund has been created, either by resolution of the board of trustees or by apportionment to new districts according to the provisions of section 33-901, Idaho Code, to provide funds therefor the board of trustees shall submit to the qualified school electors of the district the question of a levy not to exceed four-tenths of one percent (.4%) of market value for assessment purposes in each year, as such valuation existed on December 31 of the previous year, for a period not to exceed ten (10) years.

The question of a levy to be submitted to the electors of the district and the notice of such election shall state the dollar amount proposed to be collected each year during the period of years in each of which the collection is proposed to be made, the percentage of votes in favor of the proposal which are needed to approve the proposed dollar amount to be collected, and the purposes for which such funds shall be used. Said notice shall be given, the election shall be held subject to the provisions of section 34-106, Idaho Code, and conducted and the returns canvassed as provided in title 34, Idaho Code; and the dollar amount to be collected shall be approved only if:

(1~~.~~) Fifty-five percent (55%) of the electors voting in such election are in favor thereof if the levy will result in a total levy for school plant facilities and bonded indebtedness of less than two-tenths of one percent (.2%) of market value for assessment purposes as such valuation existed on December 31 of the year immediately preceding the election;

(2~~.~~) Sixty percent (60%) of the electors voting in such election are in favor thereof if the levy will result in a total levy for school plant facilities and bonded indebtedness of two-tenths of one percent (.2%) or more and less than three-tenths of one percent (.3%) of market value for assessment purposes as such valuation existed on December 31 of the year immediately preceding the election; or

(3~~.~~) Two-thirds (2/3) of the electors voting in such election are in favor thereof if the levy will result in a total levy for school plant facilities and bonded indebtedness of three-tenths of one percent (.3%) or more of market value for assessment purposes as such valuation existed on December 31 of the year immediately preceding the election.

If the question be approved, the board of trustees may make a levy, not to exceed four-tenths of one percent (.4%) of market value for assessment purposes as such valuation existed on December 31 of the previous year, in each year for which the collection was approved, sufficient to collect the dollar amount approved and may again submit the question at the expiration of the period of such levy, for the dollar amount to be collected during each year, and the number of years which the board may at that time determine. Or, during the period approved at any such election, if such period be less than ten (10) years or the levy be less than four-tenths of one percent (.4%) of market value for assessment purposes as such valuation existed on December 31 of the previous year, the board of trustees may submit to the qualified school electors in the same manner as before, the question whether the number of years, or the levy, or both, be increased, but not to exceed the maximum herein authorized. If such increase or increases be approved by the electors, the terms of such levy shall be in lieu of those approved in the first instance, but disapproval shall not affect any terms theretofore in effect.

Any bonded indebtedness incurred in accordance with the provisions of section 33-1103, Idaho Code, subsequent to the approval of a plant facilities reserve fund levy shall not affect the terms of that levy for any time during which such levy is in effect.

(4~~.~~) In any fiscal year in which the state department of education certifies that the ~~statewide per support unit funding for salary-based apportionment and discretionary funds~~ student-based foundation funding has decreased, in the aggregate, from the prior fiscal year, the board of trustees of any school district with a previously approved plant facilities levy may submit to the qualified electors of the school district the question of converting a previously approved plant facilities levy to a supplemental levy, subject to the following:

(a) The term of the supplemental levy shall not exceed the lesser of two (2) years or the remaining term on the previously approved plant facilities levy; and

(b) The first tax year of conversion shall be the one in which the revenues collected will accrue to the fiscal year in which the state department of education certifies that the condition stated in subsection 4. of this section exists; and

(c) Up to one hundred percent (100%) of the previously approved plant facilities levy amount may be converted; and

(d) Conversion of a plant facilities levy to a supplemental levy shall not affect any other supplemental levy; and

(e) The question to be submitted to the electors of the district and the notice of such election shall state the dollar amount proposed to be converted each year, the number of years to be converted, the percentage of the plant facilities levy that is proposed for conversion, and the purposes for which such funds shall be used; and

(f) Prior to January 1, 2011, the election notice shall be given, the election shall be conducted and the returns canvassed as provided in chapter 4, title 33, Idaho Code. On and after January 1, 2011, the election notice shall be given, the election shall be held subject to the provisions of section 34-106, Idaho Code, and conducted and the returns canvassed as provided in title 34, Idaho Code; and

(g) The dollar amount to be converted and collected shall be approved only if a majority of the electors voting in the election are in favor; and

(h) Upon expiration of the term of conversion, the supplemental levy shall revert to the previously approved plant facilities levy for any approved years remaining on the balance of its term; and

(i) Any years in which a previously approved plant facilities levy is converted to a supplemental levy pursuant to this subsection shall count against the years for which the plant facilities levy was approved; and

(j) If a majority of the electors voting in the election fail to vote in favor, the previously approved plant facilities levy shall not be affected.

SECTION 41. That Section 33-805, Idaho Code, be, and the same is hereby amended to read as follows:

33-805. SCHOOL EMERGENCY FUND LEVY. (1) Before the second Monday of September in each year, the board of trustees of any school district which qualifies under the provisions of this section may certify its need hereunder to the board of county commissioners in each county in which the district may lie, and request a school emergency fund levy upon all taxable property in the district.

(2) The board of trustees shall compute the number of ~~pupils in average daily attendance~~ students enrolled in the schools of the district as of such date, and if there be ~~pupils in average daily attendance~~ students enrolled above the number ~~in average daily attendance~~ of students enrolled for the same period of the school year immediately preceding the board shall:

~~1.~~ (a) Divide the total of the student-based foundation ~~program allowance~~ funding based on said last annual report by the ~~total~~ number of ~~pupils in average daily attendance~~ students enrolled shown thereon;

~~2.~~ (b) Multiply the quotient so derived by the number of additional ~~pupils in average daily attendance~~ students enrolled.

(3) The number of ~~pupils in average daily attendance~~ students enrolled for each period and the amount so computed shall be certified to the board of county commissioners of the county in which the district lies.

(4) In the case of a joint district, the board of trustees shall certify to the board of county commissioners of each county in which the district lies, to each, that proportion of the amount computed, as hereinabove, as the assessed value of taxable property within the district situate in each such county bears to the total assessed value of all taxable property in the district.

(5) After receiving the amounts certified, as hereinabove provided, the board, or boards, of county commissioners shall determine the levy according to section 63-805(3), Idaho Code, as amended; and the proceeds of any such levy shall be credited to the general fund of the district.

(6) The school district shall advertise its intent to seek an emergency levy pursuant to this section by publishing in at least the newspaper of largest paid circulation published in the county of the district, or if there is no such newspaper, then in a newspaper published nearest to the district where the advertisement is required to be published. For purposes of this section, the definition of "newspaper" shall be as established in sections 60-106 and 60-107, Idaho Code; provided further that the newspaper of largest circulation shall be established by the statement of average annual paid weekday circulation listed on the newspaper's sworn statement of ownership that was filed with the United States post office on a date most recently preceding the date on which the advertisement required in this section is to be published. The advertisement shall be run when the school district ascertains that it will request an emergency school fund levy as provided in this section and shall be published once a week for two (2) weeks following action by the board of trustees.

(7) The form and content of the notice shall be substantially as follows:

NOTICE OF PROPERTY TAX INCREASE BY SCHOOL BOARD

The (name of the school district) has proposed to increase the amount of ad valorem tax dollars it collects by certifying a school emergency fund levy

pursuant to section 33-805, Idaho Code, for the period ..... to ..... . The total amount of dollars to be collected pursuant to this levy is estimated to be ..... . The amount of dollars to be collected pursuant to this levy on a typical home of $50,000 taxable value of last year is estimated to be ..... . The amount of dollars to be collected pursuant to this levy on a typical farm of $100,000 taxable last year is estimated to be ..... . The amount of dollars to be collected pursuant to this levy on a typical business of $200,000 taxable value of last year is estimated to be ..... .

CAUTION TO TAXPAYER: The amounts shown in this schedule do NOT reflect tax charges that are made because of voter approved bond levies, override levies, supplemental levies, or levies applicable to newly annexed property. Also the amounts shown in this schedule are an estimate only and can vary with the amount of dollars and the levy amount certified and the taxable value of individual property.

SECTION 42. That Section 33-905, Idaho Code, be, and the same is hereby amended to read as follows:

33-905. SCHOOL DISTRICT BUILDING ACCOUNT -- PAYMENTS TO ACCOUNT -- MONEYS APPROPRIATED TO STATE BOARD -- APPLICATION FOR MONEYS -- PAYMENTS TO DISTRICTS -- REPORTS ON APPLICATIONS -- USES OF MONEYS. (1) The state of Idaho, in order to fulfill its responsibility to establish and maintain a general, uniform and thorough system of public, free common schools, hereby creates and establishes the school district building account in the state treasury. The school district building account shall have paid into it such appropriations or revenues as may be provided by law.

(2) By not later than August 31, moneys in the account pursuant to distribution from section 67-7434, Idaho Code, the lottery dividends and interest earned thereon, shall be distributed to each of the several school districts, in the proportion that the ~~average daily attendance~~ student enrollment count of that district for the previous school year bears to the total ~~average daily attendance~~ student enrollment count of the state during the previous school year. For the purposes of this subsection (2) only, the Idaho school for the deaf and the blind shall be considered a school district, and shall receive a distribution based upon the ~~average daily attendance~~ student enrollment count of the school. ~~Average daily attendance~~ Student enrollment counts shall be ~~calculated~~ determined as provided in section 33-1002~~(3)~~B, Idaho Code, and rules promulgated thereunder. For the purposes of this subsection (2) only, any school for the deaf and the blind operated by the Idaho bureau of educational services for the deaf and the blind shall be considered a school district, and shall receive a distribution based upon the ~~average daily attendance~~ student enrollment count of the school.

(3) Any other state moneys that may be made available shall be distributed to meet the requirements of section 33-1019, Idaho Code. If the amount of such funds exceeds the amount needed to meet the provisions of section 33-1019, Idaho Code, then the excess balance shall be transferred to the public education stabilization fund.

(4) All payments from the school district building account shall be paid out directly to the school district in warrants drawn by the state

controller upon presentation of proper vouchers from the state board of education. Pending payments out of the school district building account, the moneys in the account shall be invested by the state treasurer in the same manner as provided under section 67-1210, Idaho Code, with respect to other idle moneys in the state treasury. Interest earned on the investments shall be returned to the school district building account.

(5) Payments from the school district building account received by a school district shall be used by the school district for the purposes authorized in section 33-1019, Idaho Code, up to the level of the state match so required. Any payments from the school district building account received by a school district that are in excess of the state match requirements of section 33-1019, Idaho Code, may be used by the school district for the purposes authorized in section 33-1102, Idaho Code.

SECTION 43. That Section 33-906, Idaho Code, be, and the same is hereby amended to read as follows:

33-906. BOND LEVY EQUALIZATION SUPPORT PROGRAM. (1) Pursuant to section 33-906B, Idaho Code, school districts with a value index below one (1) shall be eligible to receive additional state financial assistance for the cost of annual bond interest and redemption payments made on bonds passed on or after September 15, 2002. However, any school district with a value index of less than one and one-half (1.5), shall receive no less than ten percent (10%) of the interest cost portion of the annual bond interest and redemption payment for bonds passed on or after September 15, 2002. The state department of education shall disburse such funds to school districts from moneys appropriated from the bond levy equalization fund. The department shall disburse the funds by no later than September 1 of each year for school districts in which voters have approved the issuance of qualifying bonds by no later than January 1 of that calendar year, and which are certifying a qualifying bond interest and redemption payment for the fiscal year in which the disbursement is made. For districts with a value index below one (1), the percentage of each annual bond interest and redemption payment that is paid by the state shall be determined by dividing the difference between one (1) and the school district's value index by one (1).

(2) For the purposes of this section, the annual bond interest and redemption payment shall be determined by dividing the total payment amounts by the number of fiscal years in which payments are to be made. The interest cost portion of the annual bond interest and redemption payment shall be determined by dividing the total interest paid by the number of fiscal years in which payments are to be made. For school districts not qualifying for a state payment in the first year of the bond interest and redemption payment schedule, due solely to the January 1 eligibility deadline, the state department of education shall distribute an additional payment in the next fiscal year, in the amount of such funds that the school district would have otherwise qualified for in the current fiscal year.

(3) The provisions of this section may not be utilized to refinance existing debt or subsidize projects previously subsidized by state grants, unless the existing debt being refinanced is a bond passed on or after September 15, 2002; provided however, that any school district that has

issued qualifying bonds prior to June 30, 2004, in conformance with this section shall not be deemed to be refinancing existing debt when the qualifying bonds are utilized to finance the acquisition of public school facilities previously leased or financed through means other than the issuance of general obligation bonds approved by a two-thirds (2/3) vote at an election called for that purpose subject to subsection (5) of this section.

(4) School districts shall annually report the status of all qualifying bonds to the state department of education by January 1 of each year, including bonds approved by the voters, but not yet issued. Information submitted shall include the following:

(a) The actual or estimated bond interest and redemption payment schedule;

(b) Any qualifying bond that has been paid off;

(c) Other information as may be required by the state department of education.

(5) No school district project eligible for participation in the bond levy equalization support program shall be deemed ineligible for participation due to that school district project's eligibility and prior participation in the safe school facilities loan and grant program or the Idaho safe schools facilities program under section 33-804A~~, 33-1017~~ or 33-1613, Idaho Code, provided that:

(a) Such school district notifies the state department of education of its desire and eligibility to participate in the bond levy equalization support program; and

(b) Such school district shall receive no state financial assistance for the project under the bond levy equalization support program until the amount to which it would otherwise have been entitled to receive shall equal the amounts received by the school district under the safe school facilities loan and grant program or the Idaho safe schools facilities program under section 33-804A~~, 33-1017~~ or 33-1613, Idaho Code.

(6) Any school district formed as a result of the consolidation of two (2) or more school districts that passes an eligible bond within three (3) years of the successful consolidation election shall participate in the bond levy equalization support program at the district's actual value index minus twenty-five hundredths (.25). This adjustment shall apply for the duration of the bond interest and redemption payment schedule. If a school district advantaged by this subsection (6) deconsolidates either during the applicable bond interest and redemption payment schedule, or within a three (3) year period thereafter, each deconsolidated district shall, upon deconsolidation, repay to the bond levy equalization fund all additional subsidies received pursuant to this subsection (6). The proportions owed by each deconsolidated district shall be determined by the proportion that each district's market value for assessment purposes bears to the whole.

SECTION 44. That Section 33-906B, Idaho Code, be, and the same is hereby amended to read as follows:

33-906B. VALUE INDEX CALCULATION. (1) The state department of education shall establish a value index for each school district, based on each school district's market value per ~~support unit~~ average weighted student

count for equalization purposes, the average annual seasonally-adjusted unemployment rate in the county in which a plurality of the school district's market value for assessment purposes of taxable property is located and the per capita income in the county in which a plurality of the school district's market value for assessment purposes is located. The value index for each school district shall be calculated as the sum of the following three (3) components:

(~~1~~a) The state department of education shall annually calculate each school district's market value per ~~support unit~~ average weighted student count, based on the market values that would be used to calculate a bond levy, and the statewide average. The first portion of the value index shall be calculated by dividing the school district's figure by the statewide average figure and dividing the result of this calculation by two (2).

(~~2~~b) The second portion of the value index shall be calculated by dividing the statewide unemployment rate by the unemployment rate in the county in which a plurality of the school district's market value for assessment purposes of taxable property is located, and dividing the result of this calculation by four (4). For the purposes of this subsection, the statewide unemployment rate and county unemployment rates shall be based on the most recent average annual seasonally-adjusted unemployment rate data reported by the United States department of labor, for which there is a complete calendar year of data.

(~~3~~c) The third portion of the value index shall be calculated by dividing the county per capita income in the county in which a plurality of the school district's market value for assessment purposes of taxable property is located by the statewide per capita income, and dividing the result of this calculation by four (4). For the purposes of this subsection, the statewide per capita income and county per capita income shall be based on the most recent data reported by the United States department of commerce, for which there is a complete calendar year of data.

(2) If a bond is passed by a subdistrict created pursuant to section 33-351, Idaho Code, the index used shall be that of the school district. For subdistricts created as a result of consolidation, for the purposes of retiring prior bonded indebtedness, pursuant to section 33-311, Idaho Code, the subdistrict shall retain the value index factor calculated in subsection (1) of this section, as such factor was calculated in the subdistrict's last fiscal year as a separate school district. The remaining components of the subdistrict's value index calculation shall be that of the consolidated school district, as calculated each year.

SECTION 45. That Section 33-1405, Idaho Code, be, and the same is hereby amended to read as follows:

33-1405. RATES OF TUITION -- TUITION CERTIFICATES. (1) The state department of education shall prepare and distribute all necessary forms; and shall issue to each school district, annually, a tuition certificate bearing a serial number, which certificate shall authorize the receiving district to charge and to bill for the tuition of its nonresident ~~pupils~~ students where tuition has not been waived.

(2) In determining tuition rates to be charged by any creditor school district, the state department of education shall compute the sum of that district's maintenance and operation costs, depreciation on its buildings, equipment, and other property, and the interest, if any paid by it on bonded debt or registered warrants. The said state department of education shall then compute what proportion of the sum of said costs, depreciation and interest is allocable to elementary schools, and what proportion is allocable to secondary schools, in the district. The proportion allocable to elementary schools shall then be divided by the ~~average daily attendance~~ student enrollment count of elementary schools ~~pupils~~, and the proportion allocable to secondary schools shall be divided by the ~~average daily attendance~~ student enrollment counts of secondary schools ~~pupils~~, in the district, and the amount so determined shall be the gross per-~~pupil~~studentcost, elementary or secondary, as the case may be. The net per-~~pupil~~student cost shall be the gross per-~~pupil~~student cost less the per-~~pupil~~student apportionment to the district of any student-based foundation ~~program~~ funds.

(3) Computations of tuition rates shall be made as of the school year next preceding the year for which tuition charges are determined and made.

(4) Charges for tuition made by any creditor school district shall be its net per-~~pupil~~student cost, as hereinabove defined; except that its gross per-~~pupil~~studnt cost shall be charged where any ~~pupil~~ student has transferred to the creditor district by transfer other than one prescribed by section 33-1403, Idaho Code, or where the home district of any ~~pupil~~ student attending school in the creditor district is without the state of Idaho.

(5) The board of trustees of a school district may request a waiver from the state board of education of any portion of the tuition rate determined pursuant to this section. A waiver request must be made for each individual student, and may be requested for up to four (4) years, subject to annual review by the local board of trustees. Waivers must be requested before April 1 of the year prior to the operative date.

SECTION 46. That Section 33-1406, Idaho Code, be, and the same is hereby amended to read as follows:

33-1406. BILLS OF TUITION. (1) Bills of tuition for nonresident pupils shall be rendered by each creditor district and for nonresident pupils attending any school of the creditor district under the provisions of section 33-1403 or 33-1404, Idaho Code, the bill of tuition shall be submitted to the home district of such pupils. In all other cases, the creditor district may submit to the parent of any nonresident pupil attending school in its district a bill of tuition of such pupil, and such parent shall be liable for the payment of said tuition, if so billed. Tuition reimbursement for nonresident pupils who are placed by court order under provisions of the Idaho juvenile corrections or child protective acts may be obtained by the creditor district through procedures established in section 33-100~~2~~5, Idaho Code, for nonresident tuition-equivalency allowance.

(2) Each bill of tuition submitted to a home district shall show the serial number of the tuition certificate last issued to the creditor district by the state department of education and shall show also the number of pupils

for whom tuition is charged, which charge shall be as shown by the said tuition certificate.

(3) Bills of tuition, if submitted other than annually, shall be apportioned according to the number of school months for which any such bill is applicable. A fraction of a school month shall be deemed a school month.

SECTION 47. That Section 33-1613, Idaho Code, be, and the same is hereby amended to read as follows:

33-1613. SAFE PUBLIC SCHOOL FACILITIES REQUIRED. (1) Definition. As used in this section, "public school facilities" means the physical plant of improved or unimproved real property owned or operated by a school district, a charter school, or a school for children in any grades kindergarten through twelve (12) that is operated by the state of Idaho, including school buildings, administration buildings, playgrounds, athletic fields, etc., used by schoolchildren or school personnel in the normal course of providing a general, uniform and thorough system of public, free common schools, but does not include areas, buildings or parts of buildings closed from or not used in the normal course of providing a general, uniform and thorough system of public, free common schools. The aspects of a safe environment conducive to learning as provided by section 33-1612, Idaho Code, that pertain to the physical plant used to provide a general, uniform and thorough system of public, free common schools are hereby defined as those necessary to comply with the safety and health requirements set forth in this section.

(2) Inspection. It is the duty of the board of trustees of every school district and the governing body for other schools described in subsection (1) of this section at least once in every school year to require an independent inspection of the school district's or other entity's school facilities to determine whether those school facilities comply with codes addressing safety and health standards for facilities, including electrical, plumbing, mechanical, elevator, fire safety, boiler safety, life safety, structural, snow loading, and sanitary codes, adopted by or pursuant to the Idaho uniform school building safety act, chapter 80, title 39, Idaho Code, adopted by the state fire marshal, adopted by generally applicable local ordinances, or adopted by rule of the state board of education and applicable to school facilities. The inspection shall be done pursuant to chapter 80, title 39, Idaho Code, or by an independent inspector professionally qualified to conduct inspections under the applicable code. The results of the inspection shall be presented to the administrator of the division of building safety and the board of trustees or other governing body for its review and consideration.

(3) Abatement required -- Reporting. The board of trustees or other governing body shall require that the unsafe or unhealthy conditions be abated and shall instruct the school district's or other entity's personnel to take necessary steps to abate unsafe or unhealthy conditions. The board of trustees or other governing body must issue a report in the same school year in which the inspections are made declaring whether any unsafe or unhealthy conditions identified have not been abated. The state board of education shall, by rule, provide for uniform reporting of unsafe and unhealthy conditions and for uniform reporting of abatement or absence of

abatement of unsafe and unhealthy conditions. Copies of such reports shall be provided to the administrator of the division of building safety and the board of trustees of the school district.

(4) Costs of and plan of abatement. If the school district or other entity described in subsection (1) of this section can abate all unsafe or unhealthy conditions identified with the funds available to the school district or other entity, it shall do so, and it need not separately account for the costs of abatement nor segregate funds expended for abatement. If the school district or other entity cannot abate all unsafe or unhealthy conditions identified with the funds available to it, the board of trustees or other governing body shall direct that a plan of abatement be prepared. The plan of abatement shall provide a timetable that shall begin no later than the following school year and that shall provide for abatement with all deliberate speed of unsafe and unhealthy conditions identified. The abatement plan shall be submitted to the administrator of the division of building safety. The school district or other entity shall immediately begin to implement its plan of abatement and must separately account for its costs of abatement of unsafe and unhealthy conditions and separately segregate funds for the abatement of unsafe and unhealthy conditions as required by subsection (5) of this section.

(5) Special provisions for implementation of plan of abatement.

(a) Notwithstanding any other provisions of law concerning expenditure of lottery moneys distributed to the school district or other entity, all lottery moneys provided to the school district or other entity for a school year in which the school district cannot abate unsafe or unhealthy conditions identified and not legally encumbered to other uses at the time and all lottery moneys for following school years shall be segregated and expended exclusively for abatement of unsafe and unhealthy conditions identified until all of the unhealthy and unsafe conditions identified are abated~~, provided, if the school district has obtained a loan from the [school] safety and health revolving loan and grant fund, the provisions of section 33-1017, Idaho Code, and the conditions of the loan shall determine the use of the school district's lottery moneys during the term of the loan~~.

(b) If the lottery moneys referred to in paragraph (a) of this subsection will, in the board of trustees' or other governing bodies' estimation, be insufficient to abate the unsafe and unhealthy conditions identified, the plan of abatement shall identify additional sources of funds to complete the abatement of the unsafe and unhealthy conditions. The board of trustees may choose from among the following sources, or from other sources of its own identification, but the plan of abatement must identify sufficient sources of funds for abatement.

(i) If the school district is not levying under chapter 8, title 33, Idaho Code, at the maximum levies allowed by law for levies that may be imposed by a board of trustees without an election, the board of trustees may increase any of those levies as allowed by law for the school year following the school year in which it was unable to abate unsafe or unhealthy conditions identified.

(ii) If the school district is levying under chapter 8, title 33, Idaho Code, at the maximum levies allowed by law for levies that

may be imposed by the board of trustees without an election; or, if after increasing those levies to the maximum levies allowed by law for levies that may be imposed by the board of trustees without an election, there will still be insufficient funds to abate unsafe or unhealthy conditions identified, the school district, after giving notice and conducting a hearing, may declare a financial emergency and/or may apply for a loan ~~or, if eligible, an interest grant from the [school] safety and health revolving loan and grant fund as provided in section 33-1017, Idaho Code,~~ to obtain funds to abate the unsafe or unhealthy conditions identified. (iii) Upon the declaration of a financial emergency, the board of trustees shall have the power to impose a reduction in force, to freeze some or all salaries in the school district, and/or to suspend some or all contracts that may be legally suspended upon the declaration of a financial emergency; provided, that when a board of trustees declares a financial emergency~~, or when a declaration of a financial emergency is imposed by the state treasurer pursuant to section 33-1017, Idaho Code,~~ and there is a reduction in force, some or all salaries are frozen, or some contracts are suspended, the payments to the school district under the foundation program of chapter 10, title 33, Idaho Code, and in particular the staff allowances under that chapter, shall not be reduced during the duration of the financial emergency as a result of a reduction in force, frozen salaries, or suspended salaries from what the staff allowance would be without the reduction in force, frozen salaries or suspended contracts.

(c) All costs of abatement for a program implementing plans of abatement under subsection (5) of this section must be separately accounted for and documented with regard to abatement of each unsafe or unhealthy condition identified. ~~Funds obtained under section 33-1017, Idaho Code, must be used exclusively to abate unsafe or unhealthy conditions identified. Funds obtained pursuant to section 33-1017, Idaho Code, in excess of funds necessary to abate unsafe or unhealthy conditions identified must be returned as provided in section 33-1017, Idaho Code. Return of these funds shall be judicially enforceable as provided in section 33-1017, Idaho Code.~~

SECTION 48. That Section 33-1619, Idaho Code, be, and the same is hereby amended to read as follows:

33-1619. VIRTUAL EDUCATION PROGRAMS. ~~School districts~~ LEAs may offer instruction in the manner described for a virtual school in section 33-5202A, Idaho Code. For programs meeting such definition, the ~~school district~~ LEA may ~~count and~~ report the ~~average daily attendance~~ enrollment count of the program's students in the manner prescribed in section 33-5208(~~10~~7), Idaho Code. ~~School districts~~ LEAs may also offer instruction that is a blend of virtual and traditional instruction. For such blended programs, the ~~school district~~ LEA may ~~count and~~ report the ~~average daily attendance~~ enrollment count of the program's students in the manner prescribed in section 33-5208(~~10~~7), Idaho Code. Alternatively, the ~~school district~~ LEA

may ~~count and~~ report the ~~average daily attendance~~ enrollment count of the blended program's students in the same manner as provided for traditional programs of instruction, for the days or portions of days in which such students attend a physical public school. For the balance of days or portions of days, ~~average daily attendance~~ student enrollment may be counted in the manner prescribed in section 33-5208(~~10~~7), Idaho Code.

SECTION 49. That Section 33-1627, Idaho Code, be, and the same is hereby amended to read as follows:

33-1627. MATH INITIATIVE. (1) The legislature finds that mathematical skills are increasingly important to the future academic and career success of students. The legislature further finds that student mathematical skills are not currently meeting the needs of Idaho's economy and must be improved. To this end, the state department of education shall promote the improvement of mathematical instruction and student achievement through one (1) or more of the following activities:

(a) Provide high quality professional development for teachers that is intensive, ongoing and connected to classroom practice, that focuses on student learning, aligns with school improvement priorities and goals, and builds strong working relationships among teachers;

(b) Provide statewide online mathematical instruction programs that furnish mathematical tutoring, remedial instruction and advanced instruction;

(c) Provide formative assessments to assist teachers in identifying student mathematical skill levels, areas of deficiency and areas of advancement.

(2) The cost of math initiative activities provided for in this section shall be paid by the state department of education from moneys appropriated for this program in the ~~educational support program~~ superintendent of public instruction's budget.

SECTION 50. That Section 33-2004, Idaho Code, be, and the same is hereby amended to read as follows:

33-2004. CONTRACTING BY APPROVED FORM FOR EDUCATION BY ANOTHER SCHOOL DISTRICT, APPROVED REHABILITATION CENTER OR HOSPITAL, OR A CORPORATION. (1) The trustees of a school district may contract on a form adopted by the state superintendent of public instruction for the education of exceptional children by another school district or by any private or public rehabilitation center, hospital, corporation, or state agency approved by the state department of education and when the students are transferred from the school district to the institution, corporation or district, said school district shall agree to pay therefor to the institution, corporation or district contracting to educate the students, amounts computed as follows:

~~1.~~(a) For each resident student educated by another school district, the amount of the tuition rate certified for the receiving district under the provisions of section 33-1405, Idaho Code;

When public school districts contract for the education of exceptional children residing within the several districts, one (1) district shall be designated as the educating district for the purpose herein.

~~2.~~(b) For each resident student educated by contract by a rehabilitation center, hospital, corporation or state agency, the contract amount cannot be greater than the educational costs of the student.

When any rehabilitation center, hospital, corporation or state agency shall have contracted for the education of any exceptional children as defined in this chapter all such children shall be enrolled in the district of their residence; and the institution, hospital or corporation shall certify to the home school district the ~~daily record of attendance~~ enrollment of each such ~~pupil~~ student. The home district shall be eligible for reimbursement of costs approved by the state superintendent of public instruction as provided in this subsection and in section 33-1002A, Idaho Code.

(2) Reimbursement of approved costs shall be part of the district's exceptional child contract allowance and cannot exceed the amount of state support contracted students would generate if they were enrolled in an educational program for which ~~average daily attendance~~ a student enrollment count is computed.

SECTION 51. That Section 33-4602, Idaho Code, be, and the same is hereby amended to read as follows:

33-4602. ADVANCED OPPORTUNITIES -- RULEMAKING. (1) Students attending public schools in Idaho will be eligible for four thousand one hundred twenty-five dollars ($4,125) to use toward overload courses, dual credits, postsecondary credit-bearing examinations and career technical certificate examinations. Students may access these funds in grades 7 through 12 for:

(a) Overload courses, the distribution of which may not exceed two hundred twenty-five dollars ($225) per overload course. A student must take and successfully be completing a full credit load within a given school year to be eligible for funding of an overload course. An overload course must be taken for high school credit to be eligible for funding. To qualify as an eligible overload course for the program, the course must:

(i) Be offered by a provider accredited by the organization that accredits Idaho public schools; and

(ii) Be taught by an individual certified to teach the grade and subject area of the course in Idaho.

(b) Eligible dual credits, the distribution of which may not exceed seventy-five dollars ($75.00) per one (1) dual credit hour. Dual credit courses must be offered by a regionally accredited postsecondary institution. To qualify as an eligible dual credit course, the course must be a credit-bearing 100 level course or higher.

(c) Eligible postsecondary credit-bearing or career technical certificate examinations. The state department of education shall maintain a list of eligible exams and costs. Eligible examinations include:

(i) Advanced placement (AP);

(ii) International baccalaureate (IB);

(iii) College-level examination program (CLEP); and

(iv) Career technical examinations.

(d) Career technical education (CTE) including assessments that lead to a badge recognized by the division of career technical education. The division of career technical education shall maintain a list of eligible CTE examinations and costs.

(2) A student who has earned fifteen (15) postsecondary credits using the advanced opportunities program and who wishes to earn additional credits must first identify his postsecondary goals. Advisors shall counsel any student who wishes to take dual credit courses that the student should ascertain for himself whether the particular postsecondary institution that he desires to attend will accept the transfer of coursework credits under this section.

(3) These moneys may be used to pay an amount not to exceed the price to the student of such courses and examinations pursuant to the limitations stated in this section. Payments made under this section shall be made from the moneys appropriated for the educational support program. No later than January 15, the state department of education shall annually report to the education committees of the senate and the house of representatives details regarding the number of students benefiting from assistance with the cost of overload courses, dual credit courses and examinations, the number of credits awarded and amounts paid pursuant to this section during the previous school year.

(4) The board of each public school may set forth criteria by which a student may challenge a course. If a student successfully meets the criteria set forth by the board of the public school, then the student shall be counted as having completed all required coursework for that course. The public school, with the exception of Idaho tribal schools, shall be funded for such students based upon either actual hours of attendance or the course that the student has successfully passed, whichever is more advantageous to the public school, up to the maximum of one (1) full-time student.

(5) Any student who successfully completes public school grades 1 through 12 curriculum at least one (1) year early shall be eligible for an advanced opportunities scholarship. The scholarship may be used for tuition and fees at any Idaho public postsecondary educational institution. The amount of the scholarship shall equal thirty-five percent (35%) of the statewide average ~~daily attendance-driven~~ funding per enrolled ~~pupil~~ student for each year of grades 1 through 12 curriculum avoided by the student's early graduation. Each public school shall receive an amount equal to each such awarded scholarship for each student that graduates early from that public school. Students must apply for the scholarship within two (2) years of graduating from a public school.

(6) The state department of education shall reimburse public schools or public postsecondary educational institutions, as applicable, for such costs, up to the stated limits, within one hundred twenty-five (125) days of receiving the necessary data upon which reimbursements may be paid. The submission method and timelines of reimbursement data shall be determined by the state department of education. Payments will be made only for activity occurring and reported within each fiscal year.

(7) For public funding purposes, ~~average daily attendance~~ student enrollment shall be counted ~~as normal for students participating in dual~~

~~credit courses~~ the same for students participating in dual credit courses pursuant to this section as it is for students who are not participating in dual credit courses.

(8) If a student fails to earn credit for any course for which the department has paid a reimbursement, the student must pay for and successfully earn credit for one (1) like course before the state department of education may pay any further reimbursements for the student. If a student performs inadequately on an examination for which the state department of education has paid a reimbursement, the public school shall determine whether the student must pay for and successfully pass such examination to continue receiving state funding. Repeated and remedial courses or examinations are not eligible for funding through these programs.

(9) The state department of education shall reimburse community colleges or counties, as applicable, for any out-of-district county tuition pursuant to section 33-2110A, Idaho Code. Such reimbursements shall be in an amount not to exceed fifty dollars ($50.00) per credit hour and only for dual credit courses taken pursuant to this section.

(10) Public schools shall establish timelines and requirements for participation in the program, including implementing procedures for the appropriate transcription of credits, reporting of program participation and financial transaction requirements. Public schools shall make reasonable efforts to ensure that any student who considers participating in the program also considers the challenges and time necessary to succeed in the program, and schools shall make reasonable efforts to include guidance on how the student's participation in the program contributes to prospective college and career pathways. Such efforts by the district shall be performed prior to a student participating in the program and throughout the student's involvement in the program.

(11) Policies and procedures for participating in the program established by the public school must be such that students have an opportunity to participate in the program and meet district-established timelines and requirements for financial transactions, transcribing credits and state department of education reporting. Participation in this program requires parent and student agreement to program requirements and completion of the state department of education's participation form documenting the program requirements.

(12) Parents of participating students may enroll their child in any eligible course, with or without the permission of the public school in which the student is enrolled. Tribal school students must follow their schools' enrollment policies and procedures. Public school personnel shall assist parents in the process of enrolling students in such courses. Each participating student's high school transcript at the public school at which the student is enrolled shall include the credits earned and grades received by the student for any overload or dual credit courses taken pursuant to this section. For an eligible course to be transcribed as meeting the requirements of a core subject as identified in administrative rule, the course must meet the approved content standards for the applicable subject and grade level.

(13) Participating public schools shall collaborate with Idaho public postsecondary educational institutions to assist students who seek to par-

ticipate in dual credit courses or graduate from high school early by enrolling in postsecondary courses. Participating school districts, charter schools and Idaho public postsecondary educational institutions shall report to the state board of education and the education committees of the senate and the house of representatives any difficulties or obstacles they experience in providing assistance to participating students.

(14) The state board of education may promulgate rules to implement the provisions of this chapter.

SECTION 52. That Section 33-5208, Idaho Code, be, and the same is hereby amended to read as follows:

33-5208. PUBLIC CHARTER SCHOOL FINANCIAL SUPPORT. (1) Except as ~~provided in subsection (10) of this section, from the state educational support program the state department of education shall make the following apportionment to each public charter school for each fiscal year based on attendance figures submitted in a manner and time as required by the department of education:~~ otherwise specifically provided in this section, public charter schools shall be funded in the same manner and time frame as all other local education agencies pursuant to the provisions of chapter 10, title 33, Idaho Code.

~~(1) Per student support. Computation of support units for each public charter school shall be calculated as if it were a separate school according to the schedules in section 33-1002(4), Idaho Code, except that public charter schools with fewer than one hundred (100) secondary ADA shall use a divisor of twelve (12) and the minimum units shall not apply, and no public charter school shall receive an increase in support units that exceeds the support units it received in the prior year by more than thirty (30). Funding from the state educational support program shall be equal to the total distribution factor, plus the salary-based apportionment provided in chapter 10, title 33, Idaho Code. Provided however, any public charter school that is formed by the conversion of an existing traditional public school shall be assigned divisors, pursuant to section 33-1002, Idaho Code, that are no lower than the divisors of the school district in which the traditional public school is located, for each category of pupils listed.~~

~~(2) Special education. For each student enrolled in the public charter school who is entitled to special education services, the state and federal funds from the exceptional child education program for that student that would have been apportioned for that student to the school district in which the public charter school is located.~~

~~(3) Alternative school support. Public charter schools may qualify under the provisions of sections 33-1002 and 33-1002C, Idaho Code, provided the public charter school meets the necessary statutory requirements, and students qualify for attendance at an alternative school as provided by rule of the state board of education.~~

~~(4) Transportation support. Support shall be paid to the public charter school as provided in chapter 15, title 33, Idaho Code, and section 33-1006, Idaho Code. Each public charter school shall furnish the department with an enrollment count as of the first Friday in November, of public charter school students who are eligible for reimbursement of transporta-~~

~~tion costs under the provisions of this subsection and who reside more than one and one-half (1 1/2) miles from the school. The state department of education is authorized to include in the annual appropriation to the charter school sixty percent (60%) of the estimated transportation cost. The final appropriation payment in July shall reflect reimbursements of actual costs pursuant to section 33-1006, Idaho Code. To be eligible for state reimbursement under the provisions of section 33-1006, Idaho Code, the student to be transported must reside within the public charter school's primary attendance area, and must meet at least one (1) of the following two (2) criteria:~~

~~(a) The student resides within the school district in which the public charter school is physically located; or~~

~~(b) The student resides within fifteen (15) miles of the public charter school, by road.~~

~~The limitations placed by this subsection on the reimbursement of transportation costs for certain students shall not apply to public virtual schools.~~

(~~5~~2) Facilities funds. The state department of education shall distribute facilities funds to public charter schools for each enrolled student in which a majority of the student's instruction is received at a facility that is owned or leased by the public charter school. Such funds shall be used to defray the purchase, fee, loan or lease costs associated with payments for real property used by the students or employees of the public charter school for educational or administrative purposes. Such funds shall be distributed from the moneys appropriated to the public schools educational support program, and shall be calculated as a percentage of the statewide average amount of bond and plant facility funds levied per student by Idaho school districts, as follows:

Fiscal Year 2014	Twenty Percent (20%)
Fiscal Year 2015	Thirty Percent (30%)

For fiscal year 2016 and each fiscal year thereafter, this percentage shall increase by ten percent (10%) each time the total appropriation of state funds for the public schools educational support program increases by three percent (3%) or more over the prior fiscal year, and shall decrease by ten percent (10%) each time the total appropriation of state funds for the public schools educational support program decreases as compared to the prior fiscal year. Provided however, that the percentage shall be no less than twenty percent (20%) and no greater than fifty percent (50%), and that the average amount of funding received per public charter school shall not exceed the average amount of funding received by each school district pursuant to the provisions of section 33-906, Idaho Code.

For those public charter schools that do not receive facilities funds for all enrolled students, the school may submit to the state department of education a reimbursement claim for any costs for which facilities funds may be used. The state department of education shall reduce such claim by the greater of fifty percent (50%) or the percentage of the school's enrolled students for which the school receives facilities funds, and shall pay the balance. Provided however, that the total reimbursements paid to a public charter school, in combination with any facilities stipend received by the

school, shall not exceed the amount of facilities funds that would have been received by the school had the school received facilities funds for all enrolled students. For the purposes of this subsection, the term "real property" shall be used as defined in section 63-201, Idaho Code.

(~~6~~3) Payment schedule. The state department of education is authorized to make an advance payment of twenty-five percent (25%) of a public charter school's estimated annual apportionment for its first year of operation, and each year thereafter, provided the public charter school is serving more grades or at least ten percent (10%) more classes than the previous year, to assist the school with initial start-up costs or payroll obligations. For a public charter school entering its second or greater year of operations, the state department of education may require documentation establishing the need for such an advance payment, including comparative class schedules and proof of a commensurate increase in the number of employees.

(a) For a public charter school to receive the advance payment, the school shall submit its anticipated fall membership for each grade level to the state department of education by June 1.

(b) Using the figures provided by the public charter school, the state department of education shall determine an estimated annual apportionment from which the amount of the advance payment shall be calculated. Advance payment shall be made to the school on or after July 1 but no later than July 31.

(c) All subsequent payments, taking into account the one-time advance payment made for the first year of operation, shall be made to the public charter school in the same manner as other traditional public schools in accordance with the provisions of section 33-100~~9~~3, Idaho Code.

A public charter school shall comply with all applicable fiscal requirements of law~~, except that the following provisions shall not be applicable to public charter schools: that portion of section 33-1004, Idaho Code, relating to reduction of the administrative and instructional staff allowance and the pupil service staff allowance when there is a discrepancy between the number allowed and the number actually employed; and section 33-1004E, Idaho Code, for calculation of district staff indices~~.

(~~7~~4) Nothing in this chapter shall be construed to prohibit any private person or organization from providing funding or other financial assistance to the establishment or operation of a public charter school.

(~~8~~5) Each public charter school shall pay an authorizer fee to its authorized chartering entity, to defray the actual documented cost of monitoring, evaluation and oversight, which, in the case of public charter schools authorized by the public charter school commission, shall include each school's proportional fee share of moneys appropriated from the public charter school authorizers fund to the public charter school commission, plus fifteen percent (15%). Provided however, that each public charter school's board of directors may direct up to ten percent (10%) of the calculated fee to pay membership fees to an organization or association that provides technical assistance, training and advocacy for Idaho public charter schools. Unless the authorized chartering entity declines payment, such fee shall be paid by March 15 of each fiscal year and shall not exceed the greater of:

(a) All state funds distributed to public schools ~~on a support unit basis~~ based on student enrollment for the prior fiscal year, divided by

the statewide number of public school students ~~in average daily attendance~~ enrolled in the first reporting period in the prior fiscal year; or

(b) The lesser of:

(i) The result of the calculation in subsection (~~8~~5)(a) of this section, multiplied by four (4); or

(ii) One and one-half percent (1.5%) of the result of the calculation in subsection (~~8~~5)(a) of this section, multiplied by the public charter school's ~~average daily attendance~~ student enrollment in the first reporting period in the current fiscal year.

(~~9~~6) Nothing in this chapter shall prevent a public charter school from applying for federal grant moneys.

(~~10~~7) (a) Each student ~~in attendance~~ enrolled at a public virtual school shall be funded based upon either the actual hours of attendance in the public virtual school on a flexible schedule, or the percentage of coursework completed, whichever is more advantageous to the school, up to the maximum of one (1) full-time equivalent student.

(b) All federal educational funds shall be administered and distributed to public charter schools, including public virtual schools, that have been designated as a local education agency (LEA), as provided in section 33-5203(8), Idaho Code.

~~(11) Nothing in this section prohibits separate face-to-face learning activities or services.~~

~~(12) The provisions of section 33-1021, Idaho Code, shall apply to public charter schools provided for in this chapter.~~

SECTION 53. That Section 33-5210, Idaho Code, be, and the same is hereby amended to read as follows:

33-5210. APPLICATION OF SCHOOL LAW -- ACCOUNTABILITY -- EXEMPTION FROM STATE RULES. (1) All public charter schools are under the general supervision of the state board of education.

(2) Every authorized chartering entity that approves a charter shall be responsible for ensuring that each public charter school program approved by that authorized chartering entity meets the terms of the charter, complies with the general education laws of the state unless specifically directed otherwise in this chapter, and operates in accordance with the state educational standards of thoroughness pursuant to section 33-1612, Idaho Code.

(3) Each public charter school shall comply with the financial reporting requirements of section 33-701, subsections 5. through 10., Idaho Code, in the same manner as those requirements are imposed upon school districts and with laws governing safety including, but not limited to, sections 33-122 and 33-130, Idaho Code, and chapter 2, title 33, Idaho Code, and rules promulgated thereunder.

(4) Other than as specified in this section, each public charter school is exempt from rules governing school districts, which rules have been promulgated by the state board of education, with the exception of state rules relating to:

(a) Teacher certification as necessitated by the provisions of section 33-5206(3) and (4), Idaho Code;

(b) Accreditation of the school as necessitated by the provisions of section 33-5206(12), Idaho Code;
(c) Qualifications of a student for attendance at an alternative school ~~as necessitated by the provisions of section 33-5208(3), Idaho Code~~;
(d) Rules promulgated pursuant to section 33-1612, Idaho Code; and
(e) All rules that specifically pertain to public charter schools promulgated by the state board of education.

SECTION 54. That Section 33-5214, Idaho Code, be, and the same is hereby amended to read as follows:

33-5214. PUBLIC CHARTER SCHOOL AUTHORIZERS FUND. There is hereby created in the state treasury a fund to be known as the "Public Charter School Authorizers Fund," hereinafter referred to as "the fund." All authorizer fees paid pursuant to section 33-5208(~~8~~5), Idaho Code, for public charter schools under the governance of the public charter school commission shall be deposited in the fund. Moneys in the fund shall be appropriated to defray the commission's cost of operations and the state department of education's cost of reviewing, approving and overseeing any charter school authorizers requiring department approval.

SECTION 55. That Section 33-5215, Idaho Code, be, and the same is hereby amended to read as follows:

33-5215. CAREER TECHNICAL REGIONAL PUBLIC CHARTER SCHOOL. (1) A career technical regional public charter school is hereby declared to be a public charter school and as such, the provisions of chapter 52, title 33, Idaho Code, shall apply to each career technical regional public charter school in the same manner and to the same extent as the provisions of charter school law apply to other public charter schools, with the exception of certain conditions and applications as specifically provided in this section.
(2) In addition to the approval provisions of this chapter, approval of a career technical regional public charter school by an authorized chartering entity shall not be final until the petition has also been reviewed by the division of career technical education.
(3) Funding for a career technical regional public charter school shall be the same as provided in section 33-5208, Idaho Code, except that:
(a) ~~The salary-based apportionment for a career technical regional public charter school shall be the statewide average for public charter schools. Such salary-based apportionment may be used for payment of contracted services or for direct hire of staff;~~
~~(b)~~ The board of directors may contract for the services of certificated and noncertificated personnel, to procure the use of facilities and equipment, and to purchase materials and equipment, which in the judgment of the board of directors is necessary or desirable for the conduct of the business of the career technical regional public charter school; and
(~~e~~b) Transportation support shall be paid to the career technical regional public charter school in accordance with the provisions of chapter 15, title 33, Idaho Code.

(4) A career technical regional public charter school shall provide assurances in state attendance reports that it has verified ~~attendance~~ enrollment reports ~~, which generate ADA with its participating school districts,~~ to make certain that the districts and the charter school do not duplicate enrollment ~~or ADA~~ claims.

SECTION 56. That Section 33-5217, Idaho Code, be, and the same is hereby amended to read as follows:

33-5217. PUBLIC CHARTER SCHOOL DEBT RESERVE. (1) There is hereby created the public charter school debt reserve to assist qualifying charter schools in obtaining favorable financing for facility improvements and construction. A public charter school seeking to use the public charter school debt reserve must receive approval from the Idaho housing and finance association pursuant to the criteria set forth in this section.

(2) A public charter school shall be qualified to use the public charter school debt reserve only upon satisfaction of the following conditions:

(a) The public charter school must demonstrate it has obtained one (1) of the following:

(i) A letter of commitment from a national or state chartered financial institution;

(ii) A letter of commitment from a nonprofit corporation;

(iii) A letter of commitment from a community development financial institution; or

(iv) A letter of commitment from a qualified underwriter or an investment firm;

(b) The public charter school must provide annual budgets and cash flow statements and must demonstrate satisfaction of each of the following criteria:

(i) Projected future budgets, cash flows and operating reserves greater than sixty (60) days of cash on hand to support a debt service coverage greater than 1.20x;

(ii) Cost to operate facility, including debt service, occupancy cost and operating expenses, not to exceed twenty percent (20%) of revenue;

(iii) Audited financial statements with unqualified opinions for the prior three (3) years; and

(iv) Certification from a school administrator that projected future budgets and cash flows are based on reasonable assumptions related to level or increasing projected enrollment or waitlist and projected total income, including any matching funds and donations contingent on receipt of a loan under this section; and

(c) The public charter school must obtain approval for issuance by the Idaho housing and finance association to act as a conduit issuer.

(3) Public charter schools that satisfy the requirements set forth in subsection (2) of this section shall receive approval from the Idaho housing and finance association to rely on the public charter school debt reserve for assistance in obtaining favorable financing for facility improvements and construction, so long as sufficient moneys exist pursuant to subsection (4) of this section. Eligible schools shall receive approval on a first-come

basis according to date of completed application, in an amount not to exceed twenty-four (24) months of principal and interest payments.

(4) There is hereby established in the state treasury the public charter school debt reserve fund that shall consist of moneys made available through appropriations, fees, grants, gifts or any other source to fulfill the purposes of this section. Moneys in the fund are hereby continuously appropriated for the purposes of this section, and shall only be expended for the purposes stated herein. Qualifying schools annually shall pay an amount equal to ten (10) basis points of the principal amount of the debt for which it qualified to use the public charter school debt reserve, which shall be deposited into the public charter school debt reserve fund.

(5) Subject to the limitations of subsection (3) of this section, if a qualified public charter school defaults on an outstanding debt for which the Idaho housing and finance association has made the debt reserve available, and there is no other money available to the charter school to make the payment, money shall be withdrawn from the public charter school debt reserve fund to pay the principal, redemption price or interest on the outstanding debt. Upon certification by the Idaho housing and finance association to the superintendent of public instruction, payment shall be made from the public charter school debt reserve fund toward the outstanding debt.

(6) If money has been withdrawn from the public charter school debt reserve fund for a public charter school pursuant to subsection (5) of this section, then the superintendent of public instruction shall redirect the money from such public charter school's allocation of facilities funds pursuant to section 33-5208(~~5~~2), Idaho Code. Any money redirected shall be according to a determined time and sequence of payments, over a period of years until the amount so withdrawn has been repaid to the fund so long as the redirection does not cause an event of default under the agreement(s) governing the public charter school's obligation for which the debt reserve was made available, excepting that any money withdrawn during any fiscal year shall be repaid within ten (10) years.

SECTION 57. That Section 50-2908, Idaho Code, be, and the same is hereby amended to read as follows:

50-2908. DETERMINATION OF TAX LEVIES -- CREATION OF SPECIAL FUND. (1) For purposes of calculating the rate at which taxes shall be levied by or for each taxing district in which a revenue allocation area is located, the county commissioners shall, with respect to the taxable property located in such revenue allocation area, use the equalized assessed value of such taxable property as shown on the base assessment roll rather than on the current equalized assessed valuation of such taxable property, except the current equalized assessed valuation shall be used for calculating the tax rate for:

(a) Levies for refunds and credits pursuant to section 63-1305, Idaho Code, and any judgment pursuant to section 33-802(1), Idaho Code, certified after December 31, 2007;

(b) Levies permitted pursuant to section 63-802(3), Idaho Code, certified after December 31, 2007;

(c) Levies for voter approved general obligation bonds of any taxing district and plant facility reserve fund levies passed after December 31, 2007;

(d) Levies set forth in paragraphs (a) through (c) of this subsection, first certified prior to December 31, 2007, when the property affected by said levies is included within the boundaries of a revenue allocation area by a change in the boundaries of either the revenue allocation area or any taxing district after December 31, 2007; and

(e) School levies for supplemental maintenance and operation pursuant to section 33-802(3) and (4), Idaho Code, approved after December 31, 2007, and for emergency funds pursuant to section 33-805, Idaho Code, approved after July 1, 2015.

(2) With respect to each such taxing district, the tax rate calculated under subsection (1) of this section shall be applied to the current equalized assessed valuation of all taxable property in the taxing district, including the taxable property in the revenue allocation area. The tax revenues thereby produced shall be allocated as follows:

(a) To the taxing district shall be allocated and shall be paid by the county treasurer:

(i) All taxes levied by the taxing district or on its behalf on taxable property located within the taxing district but outside the revenue allocation area;

(ii) A portion of the taxes levied by the taxing district or on its behalf on the taxable property located within the revenue allocation area, which portion is the amount produced by applying the taxing district's tax rate determined under subsection (1) of this section to the equalized assessed valuation, as shown on the base assessment roll, of the taxable property located within the revenue allocation area; and

(iii) All taxes levied by the taxing district to satisfy obligations specified in subsection (1)(a) through (e) of this section.

(b) To the urban renewal agency shall be allocated the balance, if any, of the taxes levied on the taxable property located within the revenue allocation area.

(3) Upon enactment of an ordinance adopting a revenue allocation financing provision as part of an urban renewal plan, the urban renewal agency shall create a special fund or funds to be used for the purposes enumerated in this chapter. The revenues allocated to the urban renewal agency pursuant to this chapter shall be paid to the agency by the treasurer of the county in which the revenue allocation district is located and shall be deposited by the agency into one (1) or more of such special funds. The agency may, in addition, deposit into such special fund or funds such other income, proceeds, revenues and funds it may receive from sources other than the revenues allocated to it under subsection (2)(b) of this section.

(4) For the purposes of section 63-803, Idaho Code, during the period when revenue allocation under this chapter is in effect, and solely with respect to any taxing district in which a revenue allocation area is located, the county commissioners shall, in fixing any tax levy other than the levy specified in subsection (1)(a) through (e) of this section, take into consideration the equalized assessed valuation of the taxable property situ-

ated in the revenue allocation area as shown in the base assessment roll, rather than the current equalized assessed value of such taxable property.

(5) For all other purposes, including, without limitation, for purposes of sections 33-802~~, 33-1002~~ and 63-1313, Idaho Code, reference in the Idaho Code to the term "market value for assessment purposes" (or any other such similar term) shall mean market value for assessment purposes as defined in section 63-208, Idaho Code.

SECTION 58. That Section 57-1303, Idaho Code, be, and the same is hereby amended to read as follows:

57-1303. COUNTY APPORTIONMENT OF FOREST RESERVE FUNDS. The auditor of each county receiving a portion of this fund shall within ten (10) days of receipt of this money allot and distribute seventy per cent (70%) of this money to the county general road fund and to the treasurer of the highway districts and good road districts in the county in proportion to the mileage of each within the county, to be expended for the construction and repair of roads and bridges, and thirty per cent (30%) to the various school districts and joint county school districts within the county in proportion to the ~~number of pupils in average daily attendance~~ total unweighted student enrollment count in each district in the year immediately prior to this distribution. The distribution of such moneys to the respective school districts entitled thereto shall be in addition to and without regard to any assistance to such school districts from any and all other sources in maintaining the minimum educational program and minimum transportation program.

SECTION 59. That Section 59-1115, Idaho Code, be, and the same is hereby amended to read as follows:

59-1115. EMPLOYER'S PORTION OF SOCIAL SECURITY TAX FOR SCHOOL DISTRICT PERSONNEL. (1) The board of trustees of each class of school district, shall pay the employer's social security tax for its personnel, as required by federal law.

(2) The department of education shall transmit to the school districts from the appropriation made for that purpose the amount determined in section 33-1004~~F~~B, Idaho Code.

SECTION 60. That Section 63-315, Idaho Code, be, and the same is hereby amended to read as follows:

63-315. ASSESSMENT RATIOS AND THE DETERMINATION OF ADJUSTED MARKET VALUE FOR ASSESSMENT PURPOSES FOR SCHOOL DISTRICTS. (1) The provisions of this section shall apply only to charter districts levying a maintenance and operation levy in the prior calendar year. For the purpose of this section, adjusted market value for assessment purposes shall be the adjusted market value for assessment purposes of all property assessed for property tax purposes for the year referred to in section~~s~~ 33-802 ~~and 33-1002~~, Idaho Code.

(2) The state tax commission shall conduct a ratio study to annually ascertain the ratio between the assessed value and the market value for assessment purposes of all property assessed for property tax purposes. Said ratio

study shall be conducted in accordance with nationally accepted procedures. From the ratio so ascertained the state tax commission shall compute the adjusted market value of all property assessed for property tax purposes.

(3) The ratio shall be computed in each school district and applied to the market value for assessment purposes within each school district.

(4) Sales used in determining the ratio required by this section shall be arm's length, market value property sales occurring in the year beginning on October 1 of the year preceding the year for which the adjusted market value is to be determined. The state tax commission may, at its discretion, modify the sales period when doing so produces provably better representativeness of the actual ratio in any school district. The state tax commission may also add independently conducted appraisals when the state tax commission believes that this procedure will improve the representativeness and reliability of the ratio.

(5) Whenever the state tax commission is unable to determine with reasonable statistical certainty that the assessed value within any school district differs from the market value for assessment purposes, the state tax commission may certify the assessed value to be the adjusted market value of any school district.

(6) The state tax commission shall certify the adjusted market value of each school district to the state department of education and each county auditor no later than the first Monday in April each year. The state tax commission shall prepare a report indicating procedures used in computing the adjusted market value and showing statistical measures computed in the ratio study. The report of the state tax commission shall be made available for public inspection in the office of the county auditor.

(7) The state tax commission shall promulgate rules to implement the ratio study described in this section.

SECTION 61. That Section 63-805, Idaho Code, be, and the same is hereby amended to read as follows:

63-805. ANNUAL LEVIES. (1) The county commissioners of each county in this state may levy annually upon all taxable property of said county, a property tax for general county purposes, including the provision of public defender services, to be collected and paid into the county treasury and apportioned to the county current expense fund which levy shall not exceed twenty-six hundredths percent (.26%) of market value for assessment purposes of such property, or a levy sufficient to raise two hundred fifty thousand dollars ($250,000), whichever is greater. If a county establishes the justice fund, as provided in section 31-4602, Idaho Code, the maximum current expense levy shall be reduced to twenty hundredths percent (.20%) of market value for assessment purposes, or a levy sufficient to raise two hundred fifty thousand dollars ($250,000), whichever is greater.

(2) The county commissioners of each county in this state may levy upon all taxable property of said county, a property tax for the purposes set forth in the statutes authorizing a county justice fund, to be collected and paid into the county treasury and apportioned to the county justice fund, if one has been established. Said levy shall not exceed twenty hundredths percent (.20%) of market value for assessment purposes of such property, or

a levy sufficient to raise two hundred fifty thousand dollars ($250,000), whichever is greater.

The county commissioners shall have the right to make a "general reserve appropriation," said appropriation not to exceed five percent (5%) of the county justice fund budget as finally adopted. The total levy, however, for the county justice fund, including the "general reserve appropriation," shall be within the limitations imposed by chapter 8, title 63, Idaho Code, or by any statutes of the state of Idaho in force and effect.

(3) Annually, before the second Monday in September, the board of trustees of any school district within the county having determined the number, if any, of ~~pupils in average daily attendance~~ students enrolled above the number included in the last annual report thereof, and the amount of money required to provide the educational support programs and transportation support programs for such additional ~~pupils in average daily attendance~~ students enrolled, as defined in chapter 10, title 33, Idaho Code, the county commissioners shall determine the total of such new requirements within the county and upon the taxable property situate within the district requesting the same, and the county commissioners shall levy a tax sufficient to provide such amount, provided in no case shall the levy be more than six-hundredths percent (.06%) of the taxable value of the property to be collected and paid to the requesting district.

(4) (a) The county commissioners of each county in this state may levy annually upon all taxable property of its county, a property tax for the acquisition, maintenance and operation of public parks or public recreational facilities, to be collected and paid into the county treasury and apportioned to a fund to be designated as the "parks and recreation fund," which is hereby created, and such county commissioners may appropriate otherwise unappropriated funds for such purposes. No levy made under this subsection shall exceed one-hundredth percent (.01%) of the market value for assessment purposes on all taxable property within the district.

(b) Any funds unexpended from the "parks and recreation fund," or any funds unexpended from the current year's certified parks and recreation budget may be retained in, or deposited to, the "parks and recreation fund" for the purpose of future land acquisition, park expansion or improvement, or the acquisition of operating equipment. The maximum accumulation of funds allowable shall not exceed twice the amount of money provided by the levy authorized in paragraph (a) of this subsection.

(5) Upon the same property and for the same year the county commissioners must also levy such other property taxes as may be necessary for the payment of the interest on county bonds or to provide a sinking fund for the redemption of county bonds or such other authorized taxes as may be necessary for any other or special purposes, to be collected and paid into the county treasury and apportioned as provided by the laws of this state.

SECTION 62. An emergency existing therefor, which emergency is hereby declared to exist, Section 6 of this act shall be in full force and effect on and after its passage and approval. All other Sections of this act shall be in full force and effect on and after July 1, 2020.

1 SECTION 63. The provisions of Section 8 of this act shall be null, void
2 and of no force and effect on and after June 30, 2023.

Public School Funding Formula

Draft Bill Summary (Version Thursday January 31, 2019 2:10 PM)

Summary Roadmap: Sections 2 through 15 sets out the major policy provisions of the new funding formula. These sections of the legislation repeal the existing provisions pertaining to average daily attendance; the calculation and use of support units; salary based apportionment and staff allowances; and the distribution of funds to the local education agencies. The repealed sections of Idaho Code or then replaced with a new funding formula based on student enrollment, with added weight for students that are typically more expensive to educate. These added student weight categories include students identified as:

- economically disadvantaged,
- English language learners,
- gifted and talented (as % of unweighted student enrollment), and
- students qualified for special education.

Additional weights are also added based on school or district characteristics, these include:

- grade weight for students in K through 3 or 9 through 12,
- large school district weight for school districts with 20,000 or more students,
- remote school weight,
- small school weight,
- small local education agency (LEA), and
- school district market value weight.

The new formula would count students four times annually (October, December, February, and April) and distribute funds through six payments annually (August, October, December, February, April and June). Enrollment counts will be on a full-time equivalent (FTE) basis and the State Board of Education is authorized to promulgate rules establishing how FTE's will be determined for students who attend for part of a school year or part of a school day, including students that are enrolled in more than one public education setting.

Sections 15 through 61 provide updates or renumber sections of Idaho Code due to the earlier repeals and replacements. The majority of these include replacing terminology with the new enrollment terminology and deleting references to average daily attendance, support units, and salary-based apportionment. Sections 37 and 52 delete provisions that are dependent on the current average daily attendance funding formula and would become obsolete under the new funding formula.

Section by Section Summary

Section 1: Amends the title to Chapter 10, Title 33 – "Public Schools Education Support Program – Student-Based Foundation Funding."

Section 2: Amends **Section 33-1001, Idaho Code, Definitions** – Amendments remove definitions that would become obsolete with the transition from average daily attendance, support units, and salary-based apportionment to a student enrollment based funding model. Adds new definitions needed for the new funding model or references definitions in other sections of code that would now apply to the new funding formula (e.g. uses existing language in Section 33-2001, Idaho Code regarding the Education of Exceptional Children for the Special Education definition). Uses existing criteria for determining student eligibility for Title I for the definition of "Economically Disadvantaged." Uses current criteria in Section 33-1003, Idaho Code for the definition of "Remote School." Uses the existing language in Section 33-5203, Idaho Code for defining "Local Education Agency" (LEA).

Section 3: Repeals **Section 33-1002, Idaho Code – Educational Support Program** – This section of code outlines the various line items that currently exist in Idaho Code and how they are calculated from the state appropriation.

Section 4: Adds a new **Section 33-1002, Idaho Code – Public School Education Support Program** – This section specifies the funds that make up the education support program to determine the annual foundation (unweighted) amount per student.

Section 5: Adds a new **Section 33-1002A, Idaho Code – Special Program Support** – This section identifies the statutory line items. These include the Transportation Support Program, approved border district allowances, approved exceptional child contract allowances, pupil tuition-equivalency allowances, the Bond Levy Equalization Support Program, provisions for safe schools ($15.00 per student), advanced opportunities, national board certification allowance, school district facilities funds, charter school facilities funds, Master Educator Premiums, Leadership Premiums, mastery-based education, classroom technology, continuous improvement plans and training, unemployment insurance benefit payments, and employee severance payments. The current Section 33-1002, Idaho Code, identifies 20 line items, not all of line items have funds associated with them each year. The new Section 33-1002A, Idaho Code, identifies 18 line items.

Section 6: Adds a new **Section 33-1002B, Idaho Code – Student Enrollment Counts and Rulemaking** – This section sets out the requirements for counting full-time equivalent (FTE) student enrollment, including the minimums for schools with less than 30 students enrolled and secondary schools with less than 100 students enrolled. Minimums are not applied to charter schools. The State Board of Education is authorized to promulgate rules on how FTE will be determined for students that are enrolled part-time or at multiple LEA's.

Section 7: Adds a new **Section 33-1002C, Idaho Code – Weights – Rulemaking** – This section identifies the student enrollments that would have additional weights associated with them. Weighted student enrollments include: economically disadvantaged students, students identified as English language learners, students identified as needing special

education services, and students in kindergarten through grade 3. All schools are applied a weight for gifted and talented students based on 10% of the enrolled students (2% of the 10%). An additional percentage is added for large school districts, remote schools, small LEA's, and for a school district market value weight. The market value weight is based on the market values used for calculating a bond levy and are then used to determine a statewide average market value. The school districts market value is divided by the statewide average to determine an index. The districts unweighted student enrollment is then used to determine if the weight is applied and the amount of the weight. This provision does not apply to charter schools.

Section 8: Adds a new **Section 33-1002D, Idaho Code – Hold Harmless – Annual Funding Increase** – This section establishes a clause that would require LEA's receive as much funding as they received in total state funding in the 2019-2020 school year for three years. This section also requires they receive an annual funding increase of not less than 2% per enrolled student or more than 7.5% per enrolled student than what is calculated for the per student amount for the 2019-2020 school year.

Section 9: Repeals **Section 33-1003, Idaho Code – Special Application of Education Support Program** – This section of code provides some protection for school districts that experience a greater than 3% decrease in average daily attendance and identifies types of schools that can be treated as separate attendance units for calculating average daily attendance. These include, but are not limited to, hardship schools, remote schools, and separate elementary or secondary schools. This section is being replaced by the remote school weight.

Section 10: Adds a new **Section 33-1003, Idaho Code – Payments to Local Education Agencies** – This section specifies six payments shall be made based on four student enrollment counts and the percentage of the total payment that will be distributed with each payment. August and October payments are advanced payments made based on the previous year enrollment and together make up 50% of the annual distribution. The remaining four payments make up 12.5% of the annual distribution each.

Section 11: Repeals **Section 33-1003A, Idaho Code – Calculation of Average Daily Attendance**.

Section 12: Repeals **Section 33-1003C, Idaho Code – Special Application** – Technological Instruction – This section allows school districts to use documented contact hours on individualized computer education or distance learning programs for determining the district's average daily attendance.

Section 13: Repeals **Section 33-1004, Idaho Code – Staff Allowance** – This section sets out the requirements for determining an LEA's staff allowance used for calculating salary based apportionment.

Section 14: Repeals **Section 33-1004A, Idaho Code – Experience and Education Multiplies** – This section sets the multiplier used for determining an administrators experience factor used for calculating salary based apportionment.

Section 15: Renumbers and renames **Section 33-1004B, Idaho Code, "Career Ladder,"** to Section 33-1004, Idaho Code, "Career Ladder – Local Salary Schedules" and establishes the amount in each rung and cell of the career ladder as the minimum salary for instructional and pupil service staff. Staff would still need to meet the current student achievement and performance requirements. This section uses the existing Career Ladder measurable student achievement/growth and staff performance criteria for determining movement on the local salary schedules. This section maintains the requirement for additional funding for Occupational Specialist certified staff and for the added Education Allocation to instructional staff who are eligible, however, each LEA is authorized to set the amount that the individuals would receive.

Section 16: Repeals **Section 33-1004C, Idaho Code, Base and Minimum Salaries – Leadership Premiums – Education and Experience Index** – This section of code requires the legislature to review each the specified areas annually.

Section 17: Renumbers and renames **Section 33-1004E, Idaho Code, District's Salary-Based Apportionment** to Section 33-1004A, Idaho Code National Certification Premium – This section is further amended by striking all of the salary based apportionment criteria and maintaining the current provisions for instructional staff who have received national board certification ($2,000 per year for five years).

Section 18: Renumbers and amends **Section 33-1004F, Idaho Code, Obligations to Retirement and Social Security Benefits** to Section 33-1004B, Idaho Code – Amendments remove reference to Section 33-1004E, Idaho Code and replace it with the reference to the local salary schedules and update Idaho Code references.

Section 19: Renumbers and amends **Section 33-1004I, Idaho Code, Master Educator Premiums** to 33-1004C, Idaho Code – Amendments update references to school districts with LEA to be consistent with use in Chapter 10, Title 33, Idaho Code.

Section 20: Renumbers and amends **Section 33-1004J, Idaho Code, Leadership Premiums** to Section 33-1004E, Idaho Code – Amendments update references to school districts with LEA to be consistent with use in Chapter 10, Title 33, Idaho Code and change references to the career ladder to "a local salary schedule pursuant to the new Section 33-1004, Idaho Code.

Section 21: Renumbers and amends **Section 33-1002B, Idaho Code, Pupil Tuition-Equivalency Allowances** to Section 33-1005, Idaho Code – Amendments update reference from support units to foundation funding and average daily attendance to student enrollment counts.

Section 22: Renumbers and amends **Section 33-1002C, Idaho Code, Summer School Program Support Units – Alternative School Funding – Juvenile Detention Facility** to Section 33-1005A, Idaho Code, Summer School Program Funding – Juvenile Detention Facility – Amendments update the reference from alternative summer school programs to summer school programs for at-risk student (defined in rule) and remove references to support units and average daily attendance. Funding for summer school programs for at-risk students, students in juvenile detention facilities, and youth intervention programs is retained based on student enrollment. Summer school enrollment numbers are added to the first count of the ensuing school year. The FTE calculations for these students will be determined in rule along with the other FTE calculations authorized in the new Section 33-1002B, Idaho Code.

Section 23: Renumbers and amends **Section 33-1002F, Idaho Code, Alternative School Report to Section 33-1005B** – Amendments remove reference to alternative school support units factor and update Idaho Code reference.

Section 24: Renumbers **Section 33-1002E, Idaho Code, Pupils Attending School in Another State** to Section 33-1005C, Idaho Code.

Section 25: Renumbers and amends **Section 33-1002G, Idaho Code, Career Technical School Funding and Eligibility** to Section 33-1005D, Idaho Code – Amendments remove subsections referencing secondary support units.

Section 26: Creates a new **Section 33-1005E, Idaho Code, Public School Classroom Technology Program** – This section establishes criteria for distributing funds for classroom technology.

Section 27: Repeals **Section 33-1009, Idaho Code, Payments from the Public School Income Fund** – This section establishes how funding would be distributed based on average daily attendance and the timing for said payments.

Section 28: Renumbers and amends **Section 33-1007A, Idaho Code, Feasibility Study and Plan for School Closures and/or School District Consolidation to Section 33-1009, Idaho Code** – Amendments update references to the public schools educational support program.

Section 29: Amends **Section 33-1010, Idaho Code, Apportionments When Mines Net Profits Considered** – Amendments update Idaho Code references.

Section 30: Renumbers and amends **Section 33-1005, Idaho Code, Districts Receiving Federal Funds** to Section 33-1014, Idaho Code – Amendments update reference to the public schools education support program and replace references to average daily attendance with student enrollment counts.

Section 31: Repeals **Section 33-1017, Idaho Code, School Safety and Health Revolving Loan and Grant Fund** – This program has not been funded in a number of years and is obsolete.

Section 32: Renames **Section 33-1018, Idaho Code, "Public School Discretionary Funding Variability" to "Public School Student-Based Foundation Funding Variability"** – This section outlines the provisions for moving funding into or out of the Public Education Stabilization Fund (PESF), amendments replace references to discretionary funding per support unit with foundation amount per student.

Section 33: Repeals **Section 33-1021, Idaho Code, Math and Science Requirement** – This section establishes the formula for appropriating funding to school district to meet the increased graduations requirements for math and science that went into place for students entering grade 9 in 2009.

Section 34: Amends **Section 33-1024, Idaho Code, Online Portal** – Amendments move the appropriation from the educational support program to the Superintendent of Public Instruction.

Section 35: Amends **Section 33-309, Idaho Code, Lapsed Districts – Annexation** – Amendments replace a reference to "average daily attendance" with "student enrollment count."

Section 36: Amends **Section 33-317, Idaho Code, Cooperative Service Agency – Powers – Duties – Limitations** – Amendments update code references impacted by renumbering.

Section 37: Amends **Section 33-515, Idaho Code, Issuance of Renewable Contracts** – Amendments remove references limiting placement of instructional staff on renewable contracts unless the career ladder is funded. Language is obsolete with the Career amendments to Section 33-1004B, Idaho Code, moving the career ladder from a salary based apportionment formula to a minimum salary schedule, additionally, the Career Ladder has been fully funded for four of the five years and the language would become obsolete once the Career Ladder is funded in FY20. Additional amendments remove reference to a provision by which renewable contracts can be renewed for a "shorter term, longer term or the same length of term" if certain provisions are met. The provision removed is contingent on salary-based apportionment reimbursement calculations and would be obsolete with the discontinuance of salary-based apportionment.

Section 38: Amends **Section 33-522, Idaho Code, Financial Emergency** – Removes provisions for a school board to declare a financial emergency that are contingent on support units or other sections of Idaho Code that are being repealed. Updates references to support unit funding to student-based foundation funding.

Section 39: Amends **Section 33-801A, Idaho Code, General Fund Contingency Reserve** – Amendments remove references to support units and their computation.

Section 40: Amends S**ection 33-804, Idaho Code, School Plant Facilities Reserve Fund Levy** – Amendments remove references to support units and salary-based apportionment and make technical corrections to the sections numbering.

Section 41: Amends **Section 33-805, Idaho Code, School Emergency Fund Levy** – Amendments replace reference to average daily attendance and students in average daily attendance with students enrolled. Additional amendments make technical corrections to the sections numbering.

Section 42: Amends **Section 33-905, Idaho Code, School District Building Account – Payments to Account – Moneys Appropriated to State Board – Applications for Moneys – Payments to Districts – Report on Applications** – Amendments replace average daily attendance with student enrollment count.

Section 43: Amends **Section 33-906, Idaho Code, Bond Levy Equalization Support Program** – Amendments remove obsolete code references.

Section 44: Amends **Section 33-906, Idaho Code, Value Index Calculation** – Amendments update support unit references with average weighted student count.

Section 45: Amends **Section 33-1405, Idaho Code, Rates of Tuition** – Tuition Certificates – Amendments replace references to average daily attendance with student enrollment count and pupils with student.

Section 46: Amends **Section 33-1406, Idaho Code, Bills of Tuition** – Amendments update a code reference and make technical changes to the section numbering.

Section 47: Amends **Section 33-1613, Idaho Code, Safe Public School Facilities Required** – Amendments remove reference to an obsolete loan program that is being repealed.

Section 48: Amends Section **33-1619, Idaho Code, Virtual Education Programs** – Amendments replace school district with LEA and average daily attendance with enrollment count and update code references.

Section 49: Amends **Section 33-1627, Idaho Code, Math Initiative** – Amendments move the appropriation from the educational support program to the Superintendent of Public Instruction.

Section 50: Amends **Section 33-2004, Idaho Code, Contracting by Approved Form for Education by Another School District, Approved Rehabilitation Center or Hospital, or a Corporation** – Amendments replace references to daily attendance with enrollment and make technical corrections to the numbering in the section.

Section 51: Amends **Section 33-4602, Idaho Code, Advanced Opportunities – Rulemaking** – Amendments replace average daily attendance with enrollment count and updates code references.

Section 52: Amends **Section 33-5208, Idaho Code, Public Charter School Financial Support** – Amendments remove provisions for how public charter schools are funded based on the existing public school support program provisions and replaces the language with the requirement that public charter schools be funded the same and non-charter schools with the exception of existing exclusions for facilities funds and payment schedule. Additional amendments remove references to sections of code that are being repealed and update references to support units with student enrollment.

Section 53: Amends **Section 33-5210, Idaho Code, Application of School Law – Accountability – Exemption from State Rules** – Amendments remove the reference to Section 33-5208(3) regarding alternative schools which is being deleted.

Section 54: Amends **Section 33-5214, Idaho Code, Public Charter School Authorizers Fund** – Amendment updates a code reference.

Section 55: Amends **Section 33-5215, Idaho Code, Career Technical Regional Public Charter Schools** – Amendments remove a provision for determining salary-based apportionment for career technical regional public charter schools and replace references to average daily attendance with enrollment.

Section 56: Amends **Section 33-5217, Idaho Code, Public Charter School Debt Reserve** – Amendment updates code reference.

Section 57: Amends **Section 50-2908, Idaho Code, Determination of Tax Levies – Creation of Special Fund** – Amendment removes obsolete code reference.

Section 58: Amends **Section 57-1303, Idaho Code, County Apportionment of Forest Reserve Funds** – Amendment replaces references to average daily attendance with unweighted student enrollment count.

Section 59: Amends **Section 59-1115, Idaho Code, Employer's Portion of Social Security Tax for School District Personnel** – Amendment updates code reference and makes technical corrections to section numbering.

Section 60: Amends **Section 63-315, Idaho Code, Assessment Ratios and the Determination of Adjusted Market Value for Assessment Purposes for School Districts** – Amendment removes obsolete code reference.

Section 61: Amends **Section 63-805, Idaho Code, Annual Levies** – Amendments replace references to average daily attendance with student enrollment.

Section 62: Establishes an emergency clause, causing Section 6 regarding student enrollment counts and rulemaking to be in effect after passage and approval and sets the effective date for all other sections as July 1, 2020. This clause has the effect of allowing student enrollment counts and the necessary rulemaking to take place during the 2019-2020 school year. The collected enrollment numbers would then be available for use July 1, 2020.

Section 63: Establishes a sunset clause for Section 8 regarding the hold harmless and cap provisions as June 30, 2023.

ATTACHEMENT 11

Governor FY 2020 Budget Highlights

The Executive Budget for FY 2020 reflects Governor Little's focus on job growth, economic opportunity, and ensuring that Idaho is a great place for families to live and work.

Top Priority: Investing in K-through-Career Education

- **Literacy Proficiency - $13,156,500.** The Governor recommends doubling the current literacy base budget. Using the Idaho Reading Indicator as a baseline, funding would be distributed to schools to increase literacy proficiency and help ensure students are reading at grade level by the time they complete third grade.

- **Teacher Pay Raise - $11,229,400.** The Governor recommends additional funding to be put into the career ladder to increase starting teacher pay to $40,000.

- **Our Kids, Idaho's Future - $100,000.** The Governor recommends one-time General Fund to support a kindergarten through twelfth grade task force to evaluate critical next steps in the strategic funding of public schools for the future.

- **Master Educator Premium - $7,175,400.** The Governor recommends funding to recognize and financially reward outstanding educators.

- **Career Ladder - $47,996,100.** The Governor recommends funding the fifth year of the five-year funding plan for the career ladder for certified instructional employees and pupil service staff.

- **Kindergarten Readiness - $60,000.** The Governor recommends funding for library programs to help children be better prepared for kindergarten.

- **Advanced Opportunities - $3,000,000.** The Governor recommends additional funding, bringing the total to $18,000,000, to accommodate the increasing number of students utilizing the Advanced Opportunities Program.

- **Enrollment Workload Adjustment - $4,306,800.** The Governor recommends funding for an enrollment workload adjustment (EWA) as generated by the formula that compares student credit hour levels over three consecutive years. Recommended funding includes a net of $621,000 for community colleges and $3,685,800 for four-year institutions. The Governor also recommends $300,000 in one-time General Fund to partially offset North Idaho College's $678,600 reduction in EWA funding. The Governor recognizes that the transition from the current enrollment workload adjustment funding model to the State Board of Education's proposed outcomes- based funding model is a major policy shift. As such, he wishes to further study the advantages and disadvantages of both models over the next year before making a decision.

- **Opportunity Scholarship - $7,000,000.** In lieu of outcomes-based funding or line items for higher education institutions, the Governor recommends $7,000,000 to increase funds available to eligible Opportunity Scholarship applicants. In FY 2018, a total of 1,780 applicants were eligible for the scholarship but did not receive an award because of a lack of funding. This provides a market-based approach to increasing higher education funding by awarding scholarships to students who choose which institution best fits their needs. This will support the 60% goal, increase responsiveness of institutions to student needs, and address access and affordability.

- **Computer Science Initiative - $1,000,000.** The Governor recommends the promotion and support of the computer science initiative. Funding will support the needs of educators and industry, including computer science professional development, grants, workforce development, and data and gap analyses related to computer science.

- **GEAR UP Scholarships - $1,400,000.** The Governor recommends federal fund spending authority for the Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP) initiative.

- **Graduate Medical Education - $1,657,500.** The Governor recommends funds to address the shortage of physicians in the state and continue the implementation of the 10-year Graduate Medical Education plan. The budget includes 19 new medical residents and fellows at a per resident amount of $60,000 and an increase in the per resident amount for existing residents from $35,000 to $40,000 for the following graduate medical programs:

    - **University of Utah/Idaho State University - $180,000.** Funding supports three new residents.
    - **Family Medicine Residency (FMR) - $450,000.** Funding supports a new resident and a hospitalist position in the Idaho State University FMR program, enhanced support to the 48 residents in the FMR of Idaho program, and 18 residents in the Kootenai FMR program.
    - **Boise Internal Medicine - $257,500.** Funding supports three new residents and enhanced support for existing residents and interns.
    - **Eastern Idaho Regional Medical Center - $650,000.** Funding supports 10 new internal medicine residents and enhanced support for 10 existing residents.
    - **Bingham Internal Medicine - $120,000.** Funding supports one new resident and enhanced support for 12 existing residents.

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 14, 2019

TAB	DESCRIPTION	ACTION
1	**PRESIDENT EVALUATION PROCESS**	Information item
2	**AMENDMENT TO BOARD POLICY II.H.** Coaches and Athletic Directors – Second Reading	Motion to approve
3	**BOISE STATE UNIVERSITY** Amendments to Employment Agreements – Seven Men's Football Assistant Coaches	Motion to approve
4	**BOISE STATE UNIVERSITY** Amendment to Multi-Year Employment Agreement – Athletic Director	Motion to approve
5	**UNIVERSITY OF IDAHO** Academic Transitional Leave	Motion to approve

SUBJECT

Evaluation Process for Presidents Appointed by the Idaho State Board of Education (Board)

APPLICABLE STATUTE, RULE, OR POLICY

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

ALIGNMENT WITH STRATEGIC PLAN

This agenda item is a non-strategic Board governance agenda item.

BACKGROUND/DISCUSSION

"Assessing the president's performance is one of the board's primary responsibilities and its importance is second only to selecting the president. The evaluation of the president is critical to the success of the president and the university. Assessments help to clarify the president's responsibilities and board's expectations."[1]

Board Policy I.E. provides that "[t]he 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."

The Board's May meeting is the venue for annual performance evaluations of the presidents whom it appoints.

IMPACT

Board Policy I.E. stipulates "[f]inal decisions with respect to compensation and employment actions with regard to chief executive officers are made by the Board." Under the state's compensation system, advancement in pay is based on performance. Therefore, any compensation adjustments for presidents are predicated on the outcome of the annual evaluation process.

STAFF COMMENTS AND RECOMMENDATIONS

The Board and institution president should jointly develop clear institution-specific goals and metrics for evaluation. Given the Board's focus on operating as a system, it may be helpful to develop goals at a system level, which are mutually compatible with and supportive of, each individual institution.

The Board may also want to build in an expectation of a 360° review for presidents every 3-5 years as a best practice.

[1] "Assessing The President's Performance: A 'How To' Guide for Trustees". American Council of Trustees and Alumni, 2006, https://www.goacta.org/publications/assessing_the_presidents_performance. Accessed 28 Jan 2019.

To help ensure that the evaluation process is constructive and objective, the Board may want to consider developing written criteria for presidential evaluations. These criteria could be memorialized in a president's employment agreement or Board policy.

BOARD ACTION

This item is for informational purposes only.

SUBJECT

Board Policy II.H. – Coaches and Athletic Directors - second reading

REFERENCE

June 2016	Idaho State Board of Education (Board) approved second reading of amendments to policy II.H. updating the incorporated by reference updates to the model contract and contract terms.
December 2018	Board approved first reading of amendments to policy II.H. and approved the model contract.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.H.

ALIGNMENT WITH STRATEGIC PLAN

This agenda item is a non-strategic Board governance agenda item.

BACKGROUND/DISCUSSION

Board Policy II.H. incorporates by reference two model coach contracts the institutions may use. The model contracts are being proposed to be updated and thus requires a change in policy to reference the updated model contract. Changes to the model contract include:

- Consistency between language in single and multi-year contracts
- Disclosure of allegations of serious misconduct against the coach
- Updated template to minimize institution-specific changes to the contract

The proposed changes also increases the threshold for an assistant coach salary requiring Board approval. The current policy requires Board approval for assistant coaches making more than $200,000 or having contracts that are equal to or more than three years. The proposed changes would increase that threshold to $350,000 or a contract equal to or more than three years.

IMPACT

The proposed policy change updates the referenced Board approved model contract for coaches and increases the threshold of coach contracts requiring Board approval from $200,000 to $350,000.

ATTACHMENTS

Attachment 1 – Second reading Board Policy Section II.H.

STAFF COMMENTS AND RECOMMENDATIONS

The model contract was approved at the December 2018 Board meeting. The model contracts only needed one reading and approval. Only the policy itself that incorporates the model contract by reference needs two readings.

Between the first and second readings, there was a change in the approval threshold. The amount was increased from $200,000 to $350,000 which requires the Board to take action on the contract approval.

Staff recommends approval.

BOARD ACTION

I move to approve the second reading of Board Governing Policy and Procedures II.H., Coaches and Athletic Directors, as presented in Attachment 1.

Moved by_____ Seconded by_____ Carried Yes____ No____

1. Agreements Longer Than Three (3) Years

The chief executive officer of an institution is authorized to enter into a contract for the services of a coach or athletic director with that institution for a term of up to three (3) years. A contract with a term (whether fixed or rolling) of more than three (3) years, or with a total annual compensation amount of $~~200~~350,000 or higher, is subject to approval by the Board as to the terms, conditions, and compensation there under, and subject further to the condition that the contract of employment carries terms and conditions of future obligations of the coach or athletic director to the institution for the performance of such contracts. Contracts shall define the entire employment relationship between the Board and a coach or athletic director and may incorporate by reference applicable Board and institutional policies and rules, and applicable law.

a. Each contract for the services shall follow the general form approved by the Board as a model contract. The ~~April 2016~~December 20, 2018 Board revised and approved multiyear model contract is adopted by reference into this policy. The model contracts for employment agreements may be found on the Board's website at http://boardofed.idaho.gov/.

b. All such contracts must contain a liquidated damages clause provision in favor of the institution, applicable in the event that a coach or athletic director terminates the contract for convenience, in an amount which is a reasonable approximation of damages which might be sustained if the contract is terminated.

   i. If a head coach resigns or is terminated and there is one or more assistant coach for the same sport on a multi-year contract, the liquidated damages clause for the assistant coach(es) may be waived.

c. Contracts submitted for Board approval shall include the following supporting documentation (either in the agenda cover page or as an attachment; and shall be accompanied by the completed "Athletics Contracts Checklist" found on the Board's website at http//boardofed.idaho.gov/:

   i. A summary of all supplemental compensation incentives;

   ii. Quantification of maximum potential annual compensation (i.e. base salary plus maximum incentive pay);

   iii. Employment agreement (clean version), employment agreement (redline to Board-approved model contract), and for current coaches a redline of proposed employment agreement to current employment agreement;

   iv. In the case of National Collegiate Athletic Association (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;

v. A schedule of base salaries and incentive payments of all other same sport coaches in the institution's conference; and

vi. Documentation on how the institution arrived at the proposed liquidated damages amount(s), and a summary of publically-available liquidated damages and buyout provisions for coaches of the same sport at all other public institutions in the conference.

d. All contracts must be submitted for Board approval prior to the contract effective date.

2. Agreements For Three (3) Years Or Less

The chief executive officer of an institution is authorized to enter into a contract for the services of a coach or athletic director with that institution for a term of three (3) years or less and a total annual compensation amount less than $~~200~~350,000 without Board approval. Each contract shall follow the general form approved by the Board as a model contract. Such contract shall define the entire employment relationship between the Board and the coach or athletic director and may incorporate by reference applicable Board and institutional policies and rules, and applicable law. The ~~April 14, 2016~~December 20, 2018 Board revised and approved model contract is adopted by reference into this policy. The model contracts for employment agreements may be found on the Board's website at http://boardofed.idaho.gov/.

3. Academic Incentives

Each contract for a coach or athletic director shall include incentives in the form of supplemental compensation, separate from any other incentives, based upon the academic performance of the student athletes whom the coach or athletic director supervises. Each year a coach or athletic director may be eligible to receive supplemental compensation based on achievement of the incentive. Awarding supplemental compensation shall be contingent upon achievement of one or more measures including, but not limited to, (in the case of the National Collegiate Athletic Association (NCAA) institutions), the NCAA Academic Progress Rate (APR). The Board shall approve the APR against which achievement of the incentive shall be based (in whole or in part) and the basis for computing the incentive. Information provided to the Board in determining the raw score to be used should include a 4-year history of the institution's APR raw scores and national average APR scores for that sport. Any such supplemental compensation paid to coach or athletic director shall be separately reported to the Board.

4. Part-time Coaches Excepted

   The chief executive officer of an institution is authorized to hire part-time coaches as provided in the policies of the institution. Applicable Board policies shall be followed.

5. Assistant Coaches

   The chief executive officer of the institution is authorized to hire assistant coaches as provided in the policies of the institution. Applicable Board policies shall be followed.

6. Annual Leave

   a. All existing contracts and accrued leave held by coaches at the institutions on ~~the effective date of this policy~~April 17, 2014 shall be grandfathered under policy Section II.F. for purposes of accruing annual leave until the coach's contract renewal.

   b. Following ~~the effective date of this policy~~April 17, 2014, the institutions shall have the authority to negotiate annual leave for all coach contract renewals and new hires using one of the two options below:

      i. Annual leave may be earned and accrued consistent with non-classified employees as set forth in policy II.F.; or

      ii. ~~Pursuant to section 59-1606(3), Idaho Code, coaches do not accrue leave, but~~ Coaches may take leave with prior written approval from the athletic director, subject to the terms of the contract. ~~Under this option, any accrued annual~~ Any such leave balance at the time of the coach's contract renewal shall be forfeited or paid off, and the new contract shall document the forfeiture or compensation of that leave.

BOISE STATE UNIVERSITY

SUBJECT

Employment agreements for seven assistant football coaches

REFERENCE

April 2016	Board approved a two-year contract for Kent Riddle
April 2017	Board approved a one-year, nine-month contract for Andrew Avalos
February 2018	The Idaho State Board of Education (Board) approved the following employment contracts for assistant football coaches: a single-year contract for Eric Kiesau a single-year contract for Bradley Bedell a single-year contract for Gabriel Franklin a new two-year contract for Kent Riddle a two-year revised contract for Andrew Avalos
October 2018	The Board approved a revised contract for Head Coach Bryan Harsin
December 2018	The Board approved a new model contract for single-year and multi-year coach contracts

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.H.

ALIGNMENT WITH STRATEGIC PLAN

Single and multi-year coach contracts are a non-strategic, Board governance agenda item

BACKGROUND/DISCUSSION

Boise State University (BSU) is seeking to renew and/or enter new contracts for its football assistant coaching staff. Seven of those contracts meet the threshold for Board approval because they will provide annual compensation over $200,000.

The contracts are similar to the standard issued by BSU and are in conformance with the template provided by the Board approved Model Agreement.

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:

Andrew Avalos

Term: Fixed term contract of two-years.

Base Compensation:
Year 1: $350,000
Year 2: $350,000

Buy-Out Provision: If Coach terminates early without cause, he may be required, at University's discretion, to pay liquidated damages as follows:
Year 1 (March 1, 2019 – February 29, 2020): $100,000
Year 2 (March 1, 2020 – the last game of the regular season including the conference championship game (if applicable): $50,000

Eric Kiesau

Term: Fixed term contract of one-year

Base Compensation: $250,000

Kent Riddle

Term: Amendment to fixed term contract of two-years

Base Compensation:
Year 2: $250,000

Buy-Out Provision: If Coach terminates early without cause, he may be required, at University's discretion, to pay liquidated damages as follows:
Year 2 (March 1, 2019 – the last game of the regular season including the conference championship game (if applicable): $50,000

Bradley Bedell

Term: Fixed term contract of one-year

Base Compensation: $250,000

Gabriel Franklin

Term: Fixed term contract of one-year

Base Compensation: $210,000

Lee Marks, Jr.

Term: Fixed term contract of one-year

Base Compensation: $185,000

Jeff Schmedding

Term: Fixed term contract of one-year

Base Compensation: $175,000

All Assistant Coaches:

Pay for Performance - Academic:
APR between 955-959 – up to $2,000 or
APR between 960-964 – up to $3,000 or
APR between 965-969 – up to $4,000 or
APR 970 or higher – up to $5,000.

Pay for Performance - Athletic:

a) If the football team is the Mountain Division Champion, Coach will receive a $5,000 bonus.
b) If the football team participates in the Conference Championship Game, Coach will receive a $5,000 bonus.
c) If the football team is the Conference Champion, Coach will receive a $5,000 bonus.

In addition,

d) If the football team participates in a non-CFP bowl game, Coach will receive a $5,000 bonus; and
e) If the football team wins the non-CFP bowl game, Coach will receive a $5,000 bonus; or
f) If the football team participates in one of the six CFP (College Football Playoff) bowl games, Coach will receive a bonus up to 7.5% of his annual base salary.

Each contract contains a provision that the contract is terminable on 30 days' notice if the head coach is no longer employed by BSU.

ATTACHMENTS

Attachment 1 – 2013-2017 APR Summary
Attachment 2 – Chart – all Boise State Football Assistant Coach salaries
Attachment 3 – Proposed Contract for Andrew Avalos

Attachment 4 – Redline of Avalos Proposed Contract to Model Agreement
Attachment 5 – Redline of Avalos Proposed Contract to Current Agreement
Attachment 6 – Avalos Maximum Compensation Calculation
Attachment 7 – Base Salary and Incentive Comparison – D Coord
Attachment 8 – Liquidated Damages Comparison – D Coord
Attachment 9 – Proposed Contract for Eric Kiesau
Attachment 10 – Redline of Kiesau Proposed Contract to Model Agreement
Attachment 11 – Redline of Kiesau Proposed Contract to Current Agreement
Attachment 12 – Kiesau Maximum Compensation Calculation
Attachment 13 – Base Salary and Incentive Comparison – O Coord
Attachment 14 – Proposed Contract Amendment for Kent Riddle
Attachment 15 – Redline of Riddle Prop. Amended Contract to Model Agreement
Attachment 16 – Redline of Riddle Prop. Amended Contract to Current Agreement
Attachment 17 – Riddle Maximum Compensation Calculation
Attachment 18 – Base Salary and Incentive Comparison for Assistants
Attachment 19 – Proposed Contract for Bradley Bedell
Attachment 20 – Redline of Bedell Proposed Contract to Model Agreement
Attachment 21 – Redline of Bedell Proposed Contract to Current Agreement
Attachment 22 – Bedell Maximum Compensation Calculation
Attachment 23 – Proposed Contract for Gabriel Franklin
Attachment 24 – Redline of Franklin Proposed Contract to Model Agreement
Attachment 25 – Redline of Franklin Proposed Contract to Current Agreement
Attachment 26 – Franklin Maximum Compensation Calculation
Attachment 27 – Proposed Contract for Lee Marks, Jr.
Attachment 28 – Redline of Marks Proposed Contract to Model Agreement
Attachment 29 – Redline of Marks Proposed Contract to Current Agreement
Attachment 30 – Marks Maximum Compensation Calculation
Attachment 31 – Proposed Contract for Jeff Schmedding
Attachment 32 – Redline of Schmedding Proposed Contract to Model Agreement
Attachment 33 – Schmedding Maximum Compensation Calculation

STAFF COMMENTS AND RECOMMENDATIONS

Head Coach Bryan Harsin's contract was approved by the Board at the October 2018 meeting. Coach Harsin's contract provides at least $2,200,000 for assistant coaches. These coaches are not paid with state funds.

Changes in Board Policy II.H. include a floor of value on a contract needing approval by the Board. A change in the value from $200,000 to $350,000 as proposed in II.H. would eliminate the future need for the Board to approve assistant coach contracts of less than three years or more than $350,000.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to enter into employment agreements with the following assistant football coaches: Andrew Avalos, Defensive Coordinator; Eric Kiesau, Co-Offensive Coordinator; Kent Riddle, Assistant Coach; Bradley Bedell, Assistant Coach; Gabriel Franklin, Assistant Coach; Lee Marks, Jr., Assistant Coach; and Jeff Schmedding, Assistant Coach; as presented in the Attachments 3, 9, 14, 19, 23, 27, and 31.

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

	2013-14	2014-15	2015-16	2016-17
Football	977	991	968	968
National % Rank by Sport	***70-80***	***80-90***	***50-60***	***50-60***

REPORT YEAR
Raw Score for single year
Percentile Rank for Sport

MULTI-YEAR (4-Year Rolling Average)

Football	981	982	979	976

ASSISTANT FOOTBALL COACHING STAFF SALARIES AND POSITIONS - 2019

Coach Name	Contract	Title	Salary	
Avalos, Andy	2 year	Defensive Coordinator	$ 350,000	
Hill, Zak	2 year	Offensive Coordinator	$ 300,000	*approved through Board Feb 2018
Riddle, Kent	Amendment	Assistant Coach	$ 250,000	
Bedell, Brad	Annual	Assistant Coach	$ 250,000	
Kiesau, Eric	Annual	Co-Offensive Coordinator	$ 250,000	
Franklin, Gabe	Annual	Assistant Coach	$ 210,000	
Marks, Lee	Annual	Assistant Coach	$ 185,000	
Schmedding, Jeff	Annual	Assistant Coach	$ 175,000	
Danielson, Spencer	Annual	Assistant Coach	$ 160,000	
Brown, Jalil	Annual	Assistant Coach	$ 140,000	
			$ 2,270,000	

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State University (the University) and Andrew Avalos (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the Defensive Coordinator (the Position) of its intercollegiate Football team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Head Coach of the Team (the Head Coach) or the Head Coach's designee. Coach shall abide by the reasonable instructions of Head Coach or the Head Coach's designee and shall confer with the Head Coach or the Head Coach's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's Director of Athletics (the Director).

1.3. Duties. Coach shall serve as the Defensive Coordinator of the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as Defensive Coordinator of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Section 3.2 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed term appointment of two (2) years, commencing on March 1, 2019 and terminating, without further notice to Coach, on February 28, 2021 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 Idaho State Board of Education (Board). This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

a) An annual salary of $350,000 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the Board;

b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements; and

c) Assignment of one vehicle through the Department's trade-out program during the Term of this Agreement, subject to and according to the policy of the Board. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and

d) The opportunity to receive such employee benefits as the University's Department of Athletics (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.

Coach understands and agrees that financial conditions may require the President, in the President's discretion, to institute furloughs or to take such other actions consistent with Board policy as the President may determine to be necessary to meet such challenges. In the event of a furlough or other action, the actual salary paid to Coach may be less than the salary stated in Section 3.1.1(a) above.

3.2 Supplemental Compensation. Each year Coach shall be eligible to receive supplemental compensation as follows:

3.2.1 Athletic Achievement Incentive Pay.

a) If the Team is the Mountain Division Champion, Coach may receive a $5,000 bonus.
b) If the Team participates in the Conference Championship Game, Coach may receive a $5,000 bonus.

c) If the Team is the Conference Champion, Coach may receive a $5,000 bonus.

In addition,

d) If the Team participates in a non-CFP bowl game, Coach may receive a $5,000 bonus**; and**

e) If the Team wins the non-CFP bowl game, Coach may receive a $5,000 bonus; **or**

f) If the Team participates in one of the six CFP (College Football Playoff) bowl games, Coach may 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 February 2020 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 for 2019-2020 is between 955-959, Coach may receive a sum of $2,000; **or**

b) If the annual APR rating for 2019-2020 is between 960-964, Coach may receive a sum of $3,000; **or**

c) If the annual APR rating for 2019-2020 is between 965-969, Coach may receive a sum of $4,000 **or**

d) If the annual APR rating for 2019-2020 is 970 or higher, Coach may 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 based on the factors listed above and such justification shall be separately reported to the Board as a document available to the public under the Idaho Public Records Act.

3.2.4. Employee agrees that the University has the priority right to operate athletic camps and/or clinics on its campus using University facilities.

a. If the University exercises its right to operate camps and/or clinics on campus, the University shall allow Coach the opportunity to earn supplemental compensation by assisting with the camps and/or clinics in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the camps and/or clinics. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the camps and/or clinics, the University shall pay Coach supplemental compensation.

b. If the University allows Coach to operate camps and/or clinics at the University, such operation shall be according to a written agreement which shall include conditions such as:

   i. Coach compliance with all NCAA, Conference, and University rules and regulations related, directly or indirectly, to the operation of camps and/or clinics;
   ii. Payment for the University's facilities.
   iii. Provision proof of liability insurance.

3.2.5 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 University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with 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.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to Section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws, and with the policies, rules and regulations of the University, the Board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall 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 names or titles of employees whom Coach supervises are attached as Exhibit A. The applicable laws, policies, rules, and regulations include: (a) Board policies; (b) University's Policy Manual; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the Football conference of which the University is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would 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 use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).

4.3 Outside Income. In accordance with NCAA rules, 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 Board, the conference, or the NCAA.

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 prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

4.5 Disclosure of Serious Misconduct. Coach warrants that prior to the signing of this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused, investigated, convicted of or pled guilty or no contest to a felony or misdemeanor involving serious misconduct, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of sexual violence, domestic violence, dating violence, stalking, sexual exploitation, or any assault that employs the use of a deadly weapon or causes serious bodily injury.

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;

d) Ten (10) working days' absence of Coach from duty without the University's consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;

f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA;

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

i) A violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

j) The failure of Coach to disclose Serious Misconduct as required in Section 4.5 of this Agreement.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or the Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond.

After Coach responds or fails to respond, the University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This Section applies to violations occurring at the University or at previous institutions at which Coach was employed.

5.2. Termination of Coach due to Resignation or Termination of Head Coach

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's Term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

5.3 Termination of Coach for Convenience of University

5.3.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.3.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in Section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. In the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in Section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue with the University health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except

as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation received from the University after the date other employment is obtained.

5.3.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Coach may lose certain benefits, supplemental compensation, or outside compensation relating to employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3.4. In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.4 Termination by Coach for Convenience.

5.4.1 Coach recognizes that Coach's promise to work for University (College) for the entire term of this Agreement is of the essence of this Agreement. Coach also recognizes that the University (College) is making a highly valuable investment in Coach's employment by entering into this Agreement and that its investment would be lost were Coach to resign or otherwise terminate employment with the University before the end of the Agreement term.

5.4.2 Coach may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.4.3 If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, the following sum if the termination occurs between March 1, 2019 and February 29, 2020, the sum of one hundred thousand dollars ($100,000) or if the termination occurs between March 1, 2020 and the last game of the regular season including the conference championship game (if applicable), the sum of fifty thousand dollars ($50,000).The liquidated

damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.4.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This Section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.4.5 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law the right to receive all supplemental compensation and other payments.

5.5 Termination due to Disability or Death of Coach.

5.5.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the Position, or dies.

5.5.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to Coach's estate or beneficiaries thereunder.

5.5.3 If this Agreement is terminated because Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the Position, 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.

5.6 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.

5.7 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.8 Waiver of Rights. Because Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment related rights provided for in Board policy, IDAPA 08.01.01.et seq., and the University policies.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective unless approved by the Board 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 Board, if required, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policies and University rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the courtesy car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. This Agreement and all documents and reports Coach is required to produce under this Agreement may be released and made available to the public by the University.

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. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University:	Boise State University Director of Athletics 1910 University Drive Boise, Idaho 83725-1020
with a copy to:	Boise State University Office of the President 1910 University Drive Boise, Idaho 83725-1000
Coach:	Andrew Avalos Last known address on file with University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by the Board if required under Board Policy II.H.

6.16 Opportunity to Consult with Attorney. Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY	COACH
_____	_____
Curt Apsey Director of Athletics Date:_____	Andrew Avalos Defensive Coordinator Date:_____
_____	
Martin E. Schimpf Interim University President Date:_____	

Approved by the Idaho State Board of Education on the _____ day of February, 2019.

~~Avalos Contract~~
~~2019 to 2021~~
~~2~~

~~(MODEL ATHLETICS MULTI-YEAR CONTRACT)~~
~~(template adopted by Idaho State Board of Education, _____, 2018)~~

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State ~~_____(~~University (the University)~~College),~~ and Andrew Avalos~~_____~~ (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~(College)~~ shall employ Coach as the Defensive Coordinator (the Position)~~head coach~~ of its intercollegiate Football~~(Sport)~~ team (Team).~~) (or Director of Athletics).~~ Coach ~~(Director)~~ represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Head Coach of the Team (the Head Coach~~University (College)'s Athletic Director (Director~~) or the Head Coach's~~Director's~~ designee. Coach shall abide by the reasonable instructions of Head Coach~~Director~~ or the Head Coach's~~Director's~~ designee and shall confer with the Head Coach~~Director~~ or the Head Coach's~~Director's~~ designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's Director of Athletics (the Director~~University (College)'s Chief Executive Officer (Chief Executive Officer~~).

1.3. Duties. Coach shall serve as the Defensive Coordinator of~~manage and supervise~~ the Team and shall perform such other duties in the University's~~University (College)'s~~ athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University ~~(College)~~ shall have the right, at any time, to reassign Coach to duties at the University ~~(College)~~ other than as Defensive Coordinator~~head coach~~ of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Section 3.2~~Sections 3.2.1 through (depending on supplemental pay provisions used)~~ shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed ~~-~~term appointment of two (2~~(____~~) years, commencing on March 1, 2019~~_____~~ and terminating, without further notice to Coach, on February 28, 2021~~_____~~ unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University ~~(College)~~ and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of the Idaho State Board of Education (Board). This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University. ~~(College).~~

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University (College) shall provide to Coach:

a) An annual salary of $350,000$ per year, payable in biweekly installments in accordance with normal University (College) procedures, and such salary increases as may be determined appropriate by the Director and President Chief Executive Officer and approved by the Board;

b) The opportunity to receive such employee benefits as the University (College) provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements [RK(1] (except that in accordance with Board Policy II.H.6.b.ii, University (College) and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director)[RK(2]; and

c) Assignment of one vehicle through the Department's trade-out program during the Term of this Agreement, subject to and according to the policy of the Board. 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

dc) The opportunity to receive such employee benefits as the University's University (College)'s Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

Coach understands [RK(3]and agrees that financial conditions may require the President Chief Executive Officer, in the President's Chief Executive Officer's discretion, to institute furloughs or to take such other actions consistent with Board policy as the President Chief Executive Officer may determine to be necessary to meet such challenges. In the event of a furlough or other action, the actual salary paid to Coach may be less than the salary stated in Section 3.1.1(a) above.

3.2 Supplemental Compensation. Each year Coach shall be eligible to receive supplemental compensation as follows:

3.2.1 Athletic Achievement Incentive Pay.

a) If the Team is the Mountain Division Champion, Coach may receive a $5,000 bonus.
b) If the Team participates in the Conference Championship Game, Coach may receive a $5,000 bonus.
c) If the Team is the Conference Champion, Coach may receive a $5,000 bonus.

In addition,
d) If the Team participates in a non-CFP bowl game, Coach may receive a $5,000 bonus**; and**
e) If the Team wins the non-CFP bowl game, Coach may receive a $5,000 bonus; **or**
f) If the Team participates in one of the six CFP (College Football Playoff) bowl games, Coach may 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 February 2020 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 for 2019-2020 is between 955-959, Coach may receive a sum of $2,000; **or**
b) If the annual APR rating for 2019-2020 is between 960-964, Coach may receive a sum of $3,000; **or**
c) If the annual APR rating for 2019-2020 is between 965-969, Coach may receive a sum of $4,000 **or**
d) If the annual APR rating for 2019-2020 is 970 or higher, Coach may 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.

3.2.1. _____ Each year the Team is the conference champion or co-champion and also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post-season tournament or post-season playoffs), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay to Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary during the fiscal year in which the championship and (bowl or other post-season) eligibility are achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 _____ Each year the Team is ranked in the top 25 in the (national rankings of sport's division), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary in effect on the date of the final poll. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief Executive Officer in consultation with the Director. The determination shall be based on the following factors: the Academic Progress Rate set by the Board, grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at-risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board as a document available to the public under the Idaho Public Records Act.

3.2.4. _____ Employee Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the overall development of the intercollegiate (men's/women's) (Sport) program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) students, staff, faculty, alumni and boosters; and any other factors the Chief Executive Officer wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief Executive Officer in consultation with the Director.

3.2.5 _____ Coach shall receive the sum of (amount or computation) from the University (College) or the University (College)'s designated media

~~outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid (terms or conditions of payment).~~ [RK(4]

~~3.2.6 **(SUMMER CAMP—OPERATED BY UNIVERSITY (COLLEGE))**~~ ~~Coach~~ agrees that the University ~~(College)~~ has the priority~~exclusive~~ right to operate athletic~~youth (Sport)~~ camps and/or clinics on its campus using University ~~(College)~~ facilities.

a. If the University exercises its right to operate camps and/or clinics on campus, the University~~The University (College)~~ shall allow Coach the opportunity to earn supplemental compensation by assisting with the ~~University (College)'s~~ camps and/or clinics in Coach'~~'~~s capacity as a University~~ (College)~~ employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the ~~University (College)'s (Sport)~~ camps and/or clinics. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the ~~University (College)'s summer (Sport)~~ camps and/or clinics, the University ~~(College)~~ shall pay Coach ~~(amount) per year as~~ supplemental compensation. ~~during each year of employment as head (Sport) coach at the University (College). This amount shall be paid (terms of payment).~~

b. If the University allows~~**(SUMMER CAMP—OPERATED BY COACH)**~~ Coach to~~may~~ operate camps and/or clinics~~a summer youth (Sport) camp~~ at the University, such operation shall be according to a written agreement which shall include ~~(College) under the following~~ conditions such as:

i.

~~a) The summer youth camp operation reflects positively on the University (College) and the Department;~~

~~b) The summer youth camp is operated by~~ Coach compliance~~directly or through a private enterprise owned and managed by Coach. Coach shall not use University (College) personnel, equipment, or facilities without the prior written approval of the Director;~~

~~c) Assistant coaches at the University (College) are given priority when Coach or the private enterprise selects coaches to participate;~~

~~d) Coach complies~~ with all NCAA, ~~(NAIA),~~ Conference, and University ~~(College)~~ rules and regulations related, directly or indirectly, to the operation of ~~summer youth~~ camps and/or clinics;

e) Coach or the private enterprise enters into a contract with University (College) and (campus concessionaire) for all campus goods and services required by the camp.

f) Coach or private enterprise pays for use of University (College) facilities including the _____.

g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as Exhibit A.

h) Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--$1 million; (2) catastrophic coverage: camper and staff--$1 million maximum coverage with $100 deductible;

i) To the extent permitted by law, Coach or the private enterprise shall defend and indemnify the State of Idaho, the University (College) and the Board against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)

j) All employees of the summer youth camp(s) shall be employees of Coach or the private enterprise and not the University (College) while engaged in camp activities. Coach and all other University (College) employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws

In the event of ii. Payment for the University's facilities.
iii. Provision proof of liability insurance.

_____ termination of this Agreement, suspension, or reassignment, University (College) shall not be under any obligation to permit a summer youth camp to be held by Coach after the effective date of such termination, suspension,

~~or reassignment, and the University (College) shall be released from all obligations relating thereto.~~

3.2.5 Footwear; Apparel; Equipment. ~~7~~ Coach agrees that the University ~~(College)~~ has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. 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 ~~(College). Coach recognizes that the University (College) is negotiating or has entered into an agreement with (Company Name) to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s reasonable request, Coach will consult with appropriate parties concerning an (Company Name) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name), or give a lecture at an event sponsored in whole or in part by (Company Name), or make other educationally related appearances as may be reasonably requested by the University (College). Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder Coach's duties and obligations as head (Sport) coach. In order to avoid entering into an agreement with a competitor of (Company Name), Coach shall submit all outside consulting agreements to the University (College)~~ for review and approval prior to execution. Coach shall also report such outside income to the University ~~(College)~~ in accordance with Section 4.2 of this Agreement~~NCAA (or NAIA) rules~~. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, ~~including (Company Name),~~ and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University ~~(College)~~ to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University ~~(College)~~ to Coach, such fringe benefit shall be based only on the compensation provided pursuant to Section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. —In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University ~~(College)~~ and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws, and with the policies, rules and regulations of the University~~, (College),~~ the Board, the conference, and the NCAA; ~~(or NAIA);~~ supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's~~University (College)'s~~ athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations, Coach must annually pass the NCAA Coaches Certification Test before having any off-campus contact with prospects. Coach shall cooperate fully with the University ~~(College)~~ and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit A~~B~~. The applicable laws, policies, rules, and regulations include: (a) Board policies; (b) University's Policy~~University (College)'s (Faculty-Staff) Handbook; (c) University (College)'s Administrative Procedures~~ Manual; (c~~d~~) the policies of the Department; (d~~e~~) NCAA ~~(or NAIA)~~ rules and regulations; and (e~~f~~) the rules and regulations of the Football~~(Sport)~~ conference of which the University ~~(College)~~ is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would unreasonably~~otherwise~~ detract from those duties in any manner, or that, in the reasonable opinion of the University, the Department~~, (College),~~ would reflect adversely upon the University ~~(College)~~ or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Head Coach and the Director, who may consult with the President~~Chief Executive Officer~~, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach shall report such outside income and business interests to the University in accordance with Section 4.3

of this Agreement. Coach may not use nor may Coach authorize third parties to use the University's~~the University (College)'s~~ name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).~~Chief Executive Officer.~~

4.3 Outside Income.~~NCAA (or NAIA) Rules.~~ In accordance with NCAA ~~(or NAIA)~~ rules, Coach shall obtain prior written approval from the University's President and the Director (such approval not to be unreasonably withheld)~~University (College)'s Chief Executive Officer~~ for all athletically-related and other business-~~-~~related income and benefits from sources outside the University ~~(College)~~ and shall report the source and amount of all such income and benefits in accordance with~~to the University (College)'s Chief Executive Officer whenever reasonably requested, but in no event less than annually before~~ the Department's Outside Income Reporting Form.~~close of business on June 30th of each year or the last regular University (College) work day preceding June 30th.~~ The report shall be in a format reasonably satisfactory to University.~~ (College).~~ In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University ~~(College)~~ booster club, University ~~(College)~~ alumni association, University~~ (College)~~ foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University.~~ (College),~~ the Board, the conference, or the NCAA. ~~(or NAIA).~~

4.4~~4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of Chief Executive Officer and the Board.~~

~~4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.~~

~~4.6~~ Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

4.5~~7~~ Disclosure of Serious Misconduct~~Miscon~~[RK(5)]~~duct~~. Coach warrants that prior to the signing of this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused, investigated, convicted of or pled guilty or no contest to a felony or misdemeanor involving serious misconduct, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of sexual violence, domestic violence, dating violence, stalking, sexual exploitation, or any assault that employs the use of a deadly weapon or causes serious bodily injury.

~~4.8 Media Obligations.[RK(6]~~ ~~Coach must fully participate in media programs and public appearances (Programs) through the date of the Team's last regular season or post-season competition. Agreements requiring Coach to participate in Programs related to Coach's duties as an employee of University (College) are the property of the University (College). The University (College) shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by Coach. Coach agrees to cooperate with the University (College) in order for the Programs to be successful and agrees to provide Coach's services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University (College)'s designated media outlets.~~

ARTICLE 5

5.1 Termination of Coach for Cause. The University ~~(College)~~ may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University ~~(College)~~ and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University; ~~(College);~~

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, ~~(College),~~ the Board, the conference or the NCAA, ~~(NAIA),~~ including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;

d) Ten (10) working days'~~'~~ absence of Coach from duty without the University's~~University (College)'s~~ consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's~~University (College)'s~~ judgment, reflect adversely on the University ~~(College)~~ or its athletic programs;

f) The failure of Coach to represent the University ~~(College)~~ and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA ~~(NAIA)~~ or the University ~~(College)~~ in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, ~~(College),~~ the Board, the conference, or the NCAA; ~~(NAIA);~~

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, ~~(College),~~ the Board, the conference, or the NCAA, ~~(NAIA),~~ by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

i) A violation of any applicable law or the policies, rules or regulations of the University, ~~(College),~~ the Board, the conference, or the NCAA, ~~(NAIA),~~ by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

j) The failure of Coach to disclose Serious Misconduct as required in Section 4.5~~7~~ of this Agreement.[RK(7]

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University ~~(College)~~ as follows: before the effective date of the suspension, reassignment, or termination, the Director or the Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, the University ~~(College)~~ shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's~~University (College)'s~~ obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University ~~(College)~~ shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA ~~(NAIA)~~ regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA ~~(NAIA)~~ enforcement procedures. This Section applies to violations occurring at the University ~~(College)~~ or at previous institutions at which Coach was employed.

5.2. Termination of Coach due to Resignation or Termination of Head Coach

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's Term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

5.3 Termination of Coach for Convenience of University ~~(College).~~

5.3~~2~~.1 At any time after commencement of this Agreement, University~~, (College),~~ for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.3~~2~~.2 In the event that University ~~(College)~~ terminates this Agreement for its own convenience, University ~~(College)~~ shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in Section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University ~~(College)~~ until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. In the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in Section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue with the University ~~(College)~~ health insurance plan and group life insurance as if Coach remained a University ~~(College)~~ employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. [RK(8]Coach further agrees to repay to University all compensation received from the University ~~(College)~~ after the date other employment is obtained.

5.3~~2~~.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Coach may lose certain benefits, supplemental compensation, or outside compensation relating to employment with University, ~~(College),~~ which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University ~~(College)~~ and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. ~~(College).~~ The liquidated damages are not, and shall not be construed to be, a penalty.

5.3.4. In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.4 Termination by Coach for Convenience.

5.4~~3~~.1 Coach recognizes that Coach's promise to work for University (College) for the entire term of this Agreement is of the essence of this Agreement. Coach also recognizes that the University (College) is making a highly valuable investment in Coach's employment by entering into this Agreement and that its investment would be lost were Coach to resign or otherwise terminate employment with the University ~~(College)~~ before the end of the Agreement term.

5.4~~3~~.2 Coach may terminate this Agreement for convenience during its term by giving prior written notice to the University. ~~(College).~~ Termination shall be effective ten (10) days after notice is given to the University. ~~(College).~~

5.4~~3~~.3 If Coach terminates this Agreement for convenience at any time, all obligations of the University ~~(College)~~ shall cease as of the effective date of the termination. If Coach terminates this Agreement for convenience, Coach shall pay to the University, ~~(College),~~ as liquidated damages and not a penalty, the following sum if the termination occurs between March 1, 2019 and February 29, 2020, the sum of one hundred thousand dollars ($100,000) or if the termination occurs between March 1, 2020 and the last game of the regular season including the conference championship game (if applicable), the sum of fifty thousand dollars ($50,000). ~~:~~ ~~.~~ The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.4~~3~~.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision,

giving consideration to the fact that the University ~~(College)~~ will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University ~~(College)~~ shall constitute adequate and reasonable compensation to University ~~(College)~~ for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This Section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University. ~~(College).~~

5.4~~3~~.5 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law the right to receive all supplemental compensation and other payments.

5.5~~4~~ Termination due to Disability or Death of Coach.

5.5~~4~~.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's~~University (College)'s~~ disability insurance carrier, becomes unable to perform the essential functions of the Position~~position of head coach~~, or dies.

5.5~~4~~.2 If this Agreement is terminated because of Coach'~~'~~s death, Coach'~~'~~s salary and all other benefits shall terminate as of the last day worked, except that Coach'~~'~~s personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University ~~(College)~~ and due to ~~-~~Coach'~~'~~s estate or beneficiaries thereunder.

5.5~~4~~.3 If this Agreement is terminated because Coach becomes totally or permanently disabled as defined by the University's~~University (College)'s~~ disability insurance carrier, or becomes unable to perform the essential functions of the Position~~position of head coach~~, all salary and other benefits shall terminate, except that Coach shall be entitled to receive any compensation due or unpaid and any disability ~~-~~related benefits to which he~~Coach~~ is entitled by virtue of employment with the University. ~~(College).~~

5.6~~5~~ Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's~~University (College)'s~~ student-athletes or otherwise obstruct the University's~~University (College)'s~~ ability to transact business or operate its intercollegiate athletics program.

5.7~~6~~ No Liability. The University ~~(College)~~ shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.8~~7~~ Waiver of Rights. Because Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University ~~(College)~~ employees, if the University ~~(College)~~ suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University ~~(College)~~ from compliance with the notice, appeal, and similar employment ~~-~~ related rights provided for in Board policy, IDAPA 08.01.01. ~~–~~et seq., ~~–~~and the University policies~~(College) (Faculty-Staff) Handbook~~.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective unless approved by the Board and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this a~~A~~greement shall be subject to the approval of the Board, if required, the President~~Chief Executive Officer~~, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policies and University ~~(College)'s~~ rules regarding financial exigency.

6.2 University ~~(College)~~ Property. All personal property (excluding vehicle(s) provided through the courtesy car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University ~~(College)~~ or developed by Coach on behalf of the University ~~(College)~~ or at the University's~~University (College)'s~~ direction or for the University's~~University (College)'s~~ use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. ~~(College).~~ Within twenty-four (24) hours of the expiration of the term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University. ~~(College).~~

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. This Agreement and all documents and reports Coach is required to produce under this Agreement may be released and made available to the public by the University. ~~(College).~~

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. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Boise State University
~~(College):~~ Director of Athletics
1910 University Drive
Boise, Idaho 83725-1020

with a copy to: Boise State University~~Chief Executive Officer~~
Office of the President
1910 University Drive
Boise, Idaho 83725-1000

Coach: Andrew Avalos
Last known address on file with
University's~~University (College)'s~~ Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. Coach shall not, without the University's~~University (College)'s~~ prior written consent in each case, use any name, trade name, trademark, or other designation of the University (~~College) (~~including contraction, abbreviation or simulation), except in the course and scope of his official University~~ (College)~~ duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by the Board if required under Board Policy II.H.

6.16 Opportunity to Consult with Attorney. Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY COACH

Curt Apsey
Director of Athletics
Date:

Andrew Avalos
Defensive Coordinator
Date:

Martin E. Schimpf
Interim University President
Date:

~~**University (College)**~~

~~Signature:~~
~~Printed Name:~~
~~Chief Executive Officer~~
~~Date:~~

~~**Coach**~~

~~Signature:~~
~~Printed Name:~~

~~Date:~~

Approved by the Idaho State Board of Education on the _____ day of February, 2019.~~_____, 20__.~~

~~[*Note: Multiyear employment agreements requiring Board approval are defined Board Policy II.H.]~~

EMPLOYMENT AGREEMENT

This Employment Agreement (~~the "~~Agreement)~~")~~ is entered into ~~this _____ day of February, 2018 ("Effective Date")~~ by and between Boise State University (~~("~~the University)~~")~~ and Andrew Avalos (~~("~~Coach).~~").~~

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the Defensive Coordinator (the ~~"~~Position)~~")~~ of its intercollegiate F~~f~~ootball team (~~the "~~Team).~~").~~ Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Head Coach of the Team (the ~~"~~Head Coach)~~")~~ or the Head Coach's designee. Coach shall abide by the reasonable instructions of Head Coach or the Head Coach's designee and shall confer with the Head Coach or the Head Coach's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's Director of Athletics (the ~~"~~Director).~~").~~

1.3. Duties. Coach shall serve as the Defensive Coordinator of~~for~~ the Team and shall perform such other duties in the University's athletic program as the Director~~Head Coach~~ may assign and as may be described elsewhere in this Agreement. The~~Coach shall, to the best of Coach's ability, and consistent with~~ University shall have the right, at any time, to reassign Coach to~~policies and procedures, perform all~~ duties at~~and responsibilities customarily associated with~~ the University other than as Defensive Coordinator of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Section 3.2 shall cease~~Position~~.

ARTICLE 2

2.1. Term. This Agreement is for a fixed ~~-~~term appointment of two (2) years~~one year, nine months~~, commencing on March 1, 2019~~8~~ and terminating, without further notice to Coach, on February 28, 2021~~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 Idaho State~~University's~~ Board of Education (Board).~~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 annualA base salary in the amount of $3350,000 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Head Coach and Director and President and approved by the University's Board of Trustees;

bb) A one-time bonus payment of $20,000, which shall be paid after execution of this Agreement.

c) The opportunity to receive such employee benefits calculated on the "base salary" as the University provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements; and;

cd) Assignment of one vehicle through the Department's trade-out program during the Tterm 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

de) 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.

Coach understands and agrees that financial conditions may require the President, in the President's discretion, to institute furloughs or to take such other actions consistent with Board policy as the President may determine to be necessary to meet such challenges. In the event of a furlough or other action, the actual salary paid to Coach may be less than the salary stated in Section 3.1.1(a) above.

3.2 3.2 Supplemental Compensation. Each year Coach shall be eligible to receivemay earn supplemental compensation as follows:

3.2.1. Athletic Achievement Incentive Pay.

a) If the Team~~football team~~ is the Mountain Division Champion, Coach may~~will~~ receive a $5,000 bonus.

~~b)~~a) If the Team~~football team~~ participates in the Conference Championship Game, Coach may~~will~~ receive a $5,000 bonus.

~~c)~~a) If the Team~~football team~~ is the Conference Champion, Coach may~~will~~ receive a $5,000 bonus.

In addition,

~~d)~~a) If the Team~~football team~~ participates in a non-CFP bowl game, Coach may~~will~~ receive a $5,000 bonus**; and**

~~e)~~a) If the Team~~football team~~ wins the non-CFP bowl game, Coach may~~will~~ receive a $5,000 bonus; **or**

~~f)~~a) If the Team~~football team~~ participates in one of the six CFP (College Football Playoff) bowl games, Coach may~~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 2020 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 for 2019-2020 is between 955-959, Coach may~~will~~ receive a sum of $2,000; **or**

~~b)~~a) If the annual APR rating for 2019-2020 is between 960-964, Coach may~~will~~ receive a sum of $3,000; **or**

~~c)~~a) If the annual APR rating for 2019-2020 is between 965-969, Coach may~~will~~ receive a sum of $4,000 **or**

~~d)~~a) If the annual APR rating for 2019-2020 is 970 or higher, Coach may~~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 based on the factors listed above and such justification shall be separately report~~able~~ed to the Board~~ of Trustees~~ as a document available to the public under the Idaho Public Records Act.

3.2.4. Employee agrees that the University has the priority right to operate athletic camps and/or clinics on its campus using University facilities.

a. If the University exercises its right to operate camps and/or clinics on campus, the

~~3.2.4. Coach may receive the compensation hereunder from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (collectively, "Programs"). Agreements requiring Coach to participate in Programs related to Coach's duties as an employee of the University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide Coach's services to and appear on the Programs and to cooperate in their production, broadcasting, and telecasting. Coach shall not appear without the prior written approval of the Head Coach and the Director on any radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Head Coach and Director, Coach shall not appear in any commercial endorsements.~~

~~3.2.5. Coach agrees that the University has the exclusive right to operate athletic camps ("Camps") on its campus using University facilities. The~~ University shall allow Coach the opportunity to earn supplemental compensation by assisting with the camps and/or clinics~~Camps~~ in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the camps and/or clinics.~~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 and/or clinics~~Camps~~, the University shall pay Coach supplemental compensation.

b. If the University allows Coach to operate camps and/or clinics at the University, such operation shall be according to a written agreement which shall include conditions such as:

i. Coach compliance with all NCAA, Conference, and University rules and regulations related, directly or indirectly, to the operation of camps and/or clinics;

ii. Payment for the University's facilities.

iii. Provision proof of liability insurance.

3.2.5 Footwear; Apparel; Equipment. ~~3.2.6.~~ Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of ~~the~~ University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income~~interests~~ to the University in accordance with Section 4.2~~3~~ of this Agreement. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel~~,~~ or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to Section 3.1.1~~section 3.1.1 and paid from the University to Coach~~, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. ~~—~~In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall ~~perform all duties and responsibilities as assigned by the Head Coach, such duties and responsibilities may include, but are not limited to~~:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws, and with 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~~any~~ employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director~~Head Coach~~ and to the Department's~~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 names or titles of employees whom Coach supervises are attached as Exhibit A. 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 policiesof 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 Football conference of which the University is a memberConference.

4.2 4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would unreasonably detract from those duties in any manner, or that, in the reasonable opinion of the University, the Department, would reflect adversely upon the University, the Department, or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Head Coach and the Director, (such approval not to be unreasonably withheld), who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach shall report such outside income and business interests to the University in accordance with Section 4.3 of this Agreement. Coach may not use nor may Coach authorize third parties to use, the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).

4.3. Outside Income. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President and the Director (such approval not to be unreasonably withheld) for all athletically-related and other business-related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits in accordance with the Department's Outside Income Reporting Form. The report shall be in a format reasonably satisfactory to the University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the Board, the conference, or the NCAA. University's Board of Trustees, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (e.g., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.

4.4~~.~~ Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties ~~set forth herein~~ prior to the expiration of this Agreement, without the prior approval of the ~~Head Coach and the~~ Director. Such approval shall not unreasonably be withheld~~. Without first giving ten (10) days prior written notice to the Head Coach and the Director, Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein~~.

4.5 Disclosure of Serious Misconduct. Coach warrants that prior to the signing of this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused, investigated, convicted of or pled guilty or no contest to a felony or misdemeanor involving serious misconduct, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of sexual violence, domestic violence, dating violence, stalking, sexual exploitation, or any assault that employs the use of a deadly weapon or causes serious bodily injury.

ARTICLE 5

5.1~~.~~ Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and~~,~~ regulations~~, and policies~~.

5.1.1~~.~~ In addition to the definitions contained in applicable rules and regulations,~~policies, the~~ University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

a) A deliberate or major violation of Coach's duties under this A~~a~~greement 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 c~~C~~onference~~,~~ 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~~National Association of Intercollegiate Athletics ("NAIA")~~ member institution;

d) Ten (10) working days' absence of Coach from duty without the University's consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;

f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the ~~University's~~ Board ~~of Trustees~~, the c~~C~~onference, 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 c~~C~~onference, 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)~~ i) A violation of any applicable law or the policies, rules or regulations of the University, the ~~University's~~ Board ~~of Trustees~~, the c~~C~~onference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known ~~by ordinary supervision~~ of the violation and could have prevented it by ~~such~~ ordinary supervision.

j) The failure of Coach to disclose Serious Misconduct as required in Section 4.5 of this Agreement.

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 S~~s~~ection 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 Tterm of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

5.3. Termination of Coach for Convenience of University.

5.3.1. At any time after commencement of this Agreement, the University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.3.2. In the event that the University terminates this Agreement for its own convenience, the University shall be obligated to pay to Coach, as liquidated damages and not a penalty, the "base salary" set forth in Ssection 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the tTerm of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. In, provided however, in the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in Ssection 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue with the University health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform the University within ten (10) business days of obtaining other employment, and to advise the University of all relevant terms of such employment, including without limitation, the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise the University shall constitute a material breach of this Agreement and the University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair market value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to the University all compensation received frompaid by the University after the date Coach obtains other employment, to which Coach is obtained.not entitled under this provision.

5.3.3. The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing

liquidated damages provision, giving consideration to the fact that Coach may lose certain benefits, supplemental compensation, or outside compensation relating to ~~Coach's~~ employment with ~~the~~ University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by ~~the~~ University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by ~~the~~ University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3.4. In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.4 ~~.~~ Termination by Coach for Convenience.

5.4.1~~.~~ Coach recognizes that Coach's promise to work for ~~the~~ University (College) for the entire term of this Agreement is of the essence of this Agreement. Coach also recognizes that the University (College) is making a highly valuable investment in Coach's employment by entering into this Agreement and that its investment would be lost were Coach to resign or otherwise terminate ~~Coach's~~ employment with the University before the end of the Agreement term~~contract Term~~.

5.4.2~~.~~ Coach may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective ten (10) days~~when mutually agreed upon~~ after ~~such written~~ notice is given to the University~~. Such termination must occur at a time outside the Team's season (including NCAA post-season competition) so as to minimize the impact on the program~~.

5.4.3 ~~.~~ If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, the following sum if the termination occurs between March 1, 2019 and February 29, 2020, the sum of one hundred thousand dollars ($100,000) or if the termination occurs between March 1, 2020~~2018~~ and the last game of the regular season including the conference championship game (if applicable), the sum of fifty~~twenty-five~~ thousand dollars ($50~~25~~,000). The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.~~ Provided, however, if Coach terminates this Agreement following the death or disability of the Head Coach, such termination will not be considered termination by Coach for convenience, and therefore no liquidated damages shall be owed by Coach to the University.~~

5.4.4~~.~~ The parties have both been represented by~~, or had the opportunity to consult~~

~~with,~~ legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by ~~the~~ University shall constitute adequate and reasonable compensation to ~~the~~ University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This S~~s~~ection 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.4.5~~.~~ Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law the~~Coach's~~ right to receive all supplemental compensation and other payments ~~and all accumulated annual leave~~.

5.5~~.~~ Termination d~~D~~ue to Disability or Death of Coach.

5.5.1~~.~~ Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the Position, or dies.

5.5.2~~.~~ If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to Coach's estate or beneficiaries thereunder.

5.5.3~~.~~ If this Agreement is terminated because Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the Position~~position of head coach~~, all salary and other benefits shall terminate, except that Coach shall be entitled to receive any compensation due or unpaid and any disability -related benefits to which he~~Coach~~ is entitled by virtue of employment with the University.

5.6~~.~~ Interference by Coach. In the event of termination, suspension, or reassignment ~~or termination~~, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.7~~.~~ No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.8~~.~~ Waiver of Rights. Because Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment ~~-~~related rights provided for in ~~the State~~ Board policy, IDAPA~~of Education Rules (ID. ADMIN. CODE r.~~ 08.01.01.~~-~~et seq.~~.,)~~ and the ~~Governing Policies and Procedures, and~~ University p~~P~~olicies.

ARTICLE 6

6.1~~.~~ Board Approval. This Agreement shall not be effective ~~until and~~ unless approved by~~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 a~~A~~greement shall be subject to~~:~~ the approval of the ~~University's~~ Board, if required~~ of Trustees~~, the President~~Director~~, and the Director~~Head Coach~~; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policies~~of Trustees~~ and University~~'s~~ rules ~~or policies~~ regarding~~ furloughs or~~ financial exigency.

6.2~~.~~ University Property. All personal property (excluding vehicle(s) provided through the courtesy car program),~~,~~ material, and articles of information, including, without limitation, keys, credit cards, 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 t~~T~~erm of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director~~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 courts of the state of~~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~~e~~, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. This Agreement and~~6.9. Non-Confidentiality. Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by Coach. Coach further agrees that~~ all documents and reports Coach is required to produce under this Agreement may be released and made available to the public by~~at~~ the University. ~~University's sole discretion.~~

6.10~~.~~ Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested. ~~or by facsimile.~~ All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University:	Boise State University Director of Athletics 1910 University Drive Boise, Idaho 83725-1020
with a copy to:	Boise State University Office of the President 1910 University Drive Boise, Idaho 83725-1000
Coach:	Andrew Avalos Last known address on file with University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11~~.~~ Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12~~.~~ Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13~~.~~ Non-Use of Names and Trademarks. Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his~~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 of~~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 II.H.

6.16 Opportunity to Consult with Attorney. Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

~~IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.~~

UNIVERSITY COACH

Curt Apsey Andrew Avalos
~~,~~ Director of Athletics Defensive Coordinator~~Andrew Avalos~~

Date: Date:

Martin E. Schimpf
Interim University

~~Dr. Robert Kustra,~~ President
Date: _____

Approved by the Idaho State Board of Education on the _____ day of February, 2019~~8~~.

Coach Andrew Avalos Maximum Compensation Calculation - 2019-2021

		Yr 1	Yr 2
3.1.1a	Annual Base Salary	$ 350,000.00	$ 350,000.00
3.2.1	Additional Pay based on Performance	$ 41,250.00	$ 41,250.00
3.2.2	Additional Pay based on Academic Achievement	$ 5,000.00	$ 5,000.00
	Total Maximum potential annual compensation under Employment Agreement	$ 396,250.00	$ 396,250.00

Football Defensive Coordinator Salary and Incentive Comparisons in the Mountain West Conference

Coach	School	Base Salary	Incentives
John Rudzinski	Air Force	NA	NA
Andrew Avalos	Boise State	$350,000	3.2.1 Athletic Achievement Incentive Pay. a) If the Team is the Mountain Division Champion, Coach may receive a $5,000 bonus. b) If the Team participates in the Conference Championship Game, Coach may receive a $5,000 bonus. c) If the Team is the Conference Champion, Coach may receive a $5,000 bonus. In addition, d) If the Team participates in a non-CFP bowl game, Coach may receive a $5,000 bonus**; and** e) If the Team wins the non-CFP bowl game, Coach may receive a $5,000 bonus; **or** f) If the Team participates in one of the six CFP (College Football Playoff) bowl games, Coach may 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 February 2020 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 for 2019-2020 is between 955-959, Coach may receive a sum of $2,000; **or** b) If the annual APR rating for 2019-2020 is between 960-964, Coach may receive a sum of $3,000; **or** c) If the annual APR rating for 2019-2020 is between 965-969, Coach may receive a sum of $4,000 **or** d) If the annual APR rating for 2019-2020 is 970 or higher, Coach may receive a sum of $5,000.
John Jancek	Colorado State	$333,125	NA
Bert Watts	Fresno State	NA	NA
Corey Batoon	Hawaii	$203,688	4. PERFORMANCE INCENTIVES. Coach shall only be eligible for performance and/or supplemental pay pursuant to University of Hawai'i Executive Policies unless, in lieu of such performance and/or supplemental pay, the University offers and Coach accepts other incentives that are set forth in writing and attached to and made a part of this Agreement.
Jeff Casteel	Nevada	$238,702	NA

Football Defensive Coordinator Salary and Incentive Comparisons in the Mountain West Conference

Kevin Cosgrove	New Mexico	$200,000	c. **Incentive Payments:** An incentive payment is a direct cash payment over and above the Coach's base salary, in an amount to be determined by the DIA subject to the approval of the Executive Vice President for Administration and subject to availability of funds. Coach is eligible for an incentive payment upon achieving performance criteria established by the DIA in his exclusive discretion, and which are subject to annual review and revision by the DIA. Coach will be eligible for such incentive salary payments after completing the Contract Employment Year in which the incentive is earned. Incentive payments, if any, will be paid no later than **sixty (60)** days after the end of such Contract Employment Year. Coach understands and agrees that incentive payments, if any, are taxable compensation to him and that Coach is solely responsible for the tax consequences associated therewith.
Zach Arnett	San Diego State	NA	NA
Derrick Odum	San Jose State	$311,052	Employee will receive $3,000 if the football team has at least a .500 record (i.e., 6-6) before the bowl game and participates in a bowl game, to be paid as follows: $1,500 to be paid within 30 days of the bowl game and $1,500 to be paid in July following the bowl game if Employee is still employed at the University.
Tim Skipper	UNLV	$250,000	NA
Frank Maile	Utah State	$235,000	1.5. Incentive Compensation. Coach will be paid cash incentive of $19,167 based on the Team's appearance in a bowl game, as long as Coach coaches in that game. This payment will not be added to Coach's salary and will be paid by a third party. Coach will not receive benefits from Utah State University on this payment. Coach will also be responsible for all federal, state, and local tax obligations for this payment.
Scottie Hazleton	Wyoming	$350,000	4. **INCENTIVE COMPENSATION.** The Employee shall receive a lump sum amount of $50,000 in immediately available funds if the Employee remains employed as Assistant Football Coach (Defensive Coordinator) at the University through the last competition of the 2018 season including a Bowl Game (if applicable). For example, if the University of Wyoming football program participates in a Bowl Game on December 24, 2018, the Employee must remain employed through that date to receive the lump sum ($50,000) amount.

Liquidated Damages
Football Defensive Coordinators in Mountain West Conference

Coach	School	Length of Contract	2018 Salary (total comp)	Liquidated Damages Clause?	Type of L.D. Clause	Amount(s) over time
John Rudzinski	Air Force	NA	NA	NA	NA	NA
Andrew Avalos	Boise State	3/1/19-2/28/21	$350,000	Yes	Sliding Scale	5.4.3 If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, the following sum if the termination occurs between March 1, 2019 and February 29, 2020, the sum of one hundred thousand dollars ($100,000) or if the termination occurs between March 1, 2020 and the last game of the regular season including the conference championship game (if applicable), the sum of fifty thousand dollars ($50,000).The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.
John Jancek	Colorado State	At will	$333,125	NA	NA	NA
Bert Watts	Fresno State	NA	NA	NA	NA	NA
Corey Batoon	Hawaii	1/3/18 - 3/31/19	$203,688	No		None
Jeff Casteel	Nevada	At will	$238,702	NA	NA	NA
Kevin Cosgrove	New Mexico	1/1/18 - 12/31/19	$200,000	Yes	Sliding Scale	9. **Termination by Request of Coach:** Coach may terminate this Agreement at any time upon **thirty (30) days' notice** to the DIA. In the event that Coach terminates this Agreement pursuant to this Section, the University shall have no further liability except for base salary and benefits accrued to the date of termination. Coach understands and agrees that termination of this Agreement pursuant to this Section prior to the expiration of the Contract Term of this Agreement will cause irreparable harm to the reputation and athletic programs of the University in an amount not capable of precise calculation or quantification. Therefore, if Coach terminates this Agreement without cause and within the first contract year of the term of this Agreement **(January 1, 2018 – December 31, 2018)**, then Coach shall pay the University liquidated damages, and not as a penalty, the sum of **Twenty Thousand Dollars ($20,000.00)** within **sixty (60) days** of the termination of this Agreement. If Coach terminates this Agreement without cause and within the second contract year of the term of this Agreement **(January 1, 2019 – December 31, 2019)**, then Coach shall pay the University liquidated damages, and not as a penalty, the sum of **Ten Thousand Dollars ($10,000.00)** within sixty (60) days of the termination of this Agreement.
Zach Arnett	San Diego State	NA	NA	NA	NA	NA
Derrick Odum	San Jose State	12/22/16 - 12/31/18	$311,052	No	NA	None
Tim Skipper	UNLV	At will	$250,000	NA	NA	NA
Frank Maile	Utah State	4/1/18 - 2/29/20	$235,000	Yes	Flat Rate	4.2. Termination for Convenience by Coach. Subject to the terms of this Agreement, at any time during the Term, Coach may terminate this Agreement *for convenience* by providing written notification of the same to USU. Termination will be effective upon USU's receipt of said notice. Termination by the Coach *for convenience* shall waive any and all compensation otherwise due under this Agreement. In the event this Agreement is terminated by Coach *for convenience*, Coach shall repay to USU liquidated damages in an amount of twenty thousand dollars ($20,000.00).
Scottie Hazleton	Wyoming	1/1/18 - 2/29/20	$350,000	No	NA	None

*Sliding Scale, Flat Rate, Tied to years in contract

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into 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 Co-Offensive Coordinator (the Position) of its intercollegiate Football team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's 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 Co-Offensive Coordinator of the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as assistant coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Section 3.2 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed term appointment of twelve (12) months, commencing on March 1, 2019 and terminating, without further notice to Coach, on February 29, 2020 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 Idaho State Board of Education (Board). This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

a) An annual salary of $250,000 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the Board;

b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements; and

c) Assignment of one vehicle through the Department's trade-out program during the Term of this Agreement, subject to and according to the policy of the Board. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and

d) The opportunity to receive such employee benefits as the University's Department of Athletics (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.

Coach understands and agrees that financial conditions may require the President, in the President's discretion, to institute furloughs or to take such other actions consistent with Board policy as the President may determine to be necessary to meet such challenges. In the event of a furlough or other action, the actual salary paid to Coach may be less than the salary stated in Section 3.1.1(a) above.

3.2 Supplemental Compensation. Coach shall be eligible to receive supplemental compensation as follows:

3.2.1 Athletic Achievement Incentive Pay.

a) If the Team is the Mountain Division Champion, Coach may receive a $5,000 bonus.
b) If the Team participates in the Conference Championship Game, Coach may receive a $5,000 bonus.

c) If the Team is the Conference Champion, Coach may receive a $5,000 bonus.

In addition,

d) If the Team participates in a non-CFP bowl game, Coach may receive a $5,000 bonus**; and**

e) If the Team wins the non-CFP bowl game, Coach may receive a $5,000 bonus; **or**

f) If the Team participates in one of the six CFP (College Football Playoff) bowl games, Coach may 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 February 2020 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 for 2019-2020 is between 955-959, Coach may receive a sum of $2,000; **or**

b) If the annual APR rating for 2019-2020 is between 960-964, Coach may receive a sum of $3,000; **or**

c) If the annual APR rating for 2019-2020 is between 965-969, Coach may receive a sum of $4,000 **or**

d) If the annual APR rating for 2019-2020 is 970 or higher, Coach may 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 based on the factors listed above and such justification shall be separately reported to the Board as a document available to the public under the Idaho Public Records Act.

3.2.4. Employee agrees that the University has the priority right to operate athletic camps and/or clinics on its campus using University facilities.

a. If the University exercises its right to operate camps and/or clinics on campus, the University shall allow Coach the opportunity to earn supplemental compensation by assisting with the camps and/or clinics in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the camps and/or clinics. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the camps and/or clinics, the University shall pay Coach supplemental compensation.

b. If the University allows Coach to operate camps and/or clinics at the University, such operation shall be according to a written agreement which shall include conditions such as:

i. Coach compliance with all NCAA, Conference, and University rules and regulations related, directly or indirectly, to the operation of camps and/or clinics;

ii. Payment for the University's facilities.

iii. Provision proof of liability insurance.

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 University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with 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:

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 wellbeing;

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 with the policies, rules and regulations of the University, the Board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall 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 names or titles of employees whom Coach supervises are attached as Exhibit A. The applicable laws, policies, rules, and regulations include: (a) Board policies; (b) University's Policy Manual; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the Football conference of which the University is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would 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 use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).

4.3 Outside Income. In accordance with NCAA rules, 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 Board, the conference, or the NCAA.

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 prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

4.5 Disclosure of Serious Misconduct. Coach warrants that prior to the signing of this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused, investigated, convicted of or pled guilty or no contest to a felony or misdemeanor involving serious misconduct, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of sexual violence, domestic violence, dating violence, stalking, sexual exploitation, or any assault that employs the use of a deadly weapon or causes serious bodily injury.

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;

d) Ten (10) working days' absence of Coach from duty without the University's consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;

f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA;

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

i) A violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

j) The failure of Coach to disclose Serious Misconduct as required in Section 4.5 of this Agreement.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or 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.

5.1.5. In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.2. 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, 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 Board policy, IDAPA 08.01.01.et seq., and the University policies.

ARTICLE 6

6.1 Approval. This Agreement shall not be effective until and unless 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 Board, if required, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policies and University rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the courtesy car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. This Agreement and all documents and reports Coach is required to produce under this Agreement may be released and made available to the public by the University.

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 his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by the Board if required under Board Policy II.H.

6.16 Opportunity to Consult with Attorney. Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY

_____

Curt Apsey
Director of Athletics
Date:_____

_____

Martin E. Schimpf
Interim University President
Date:_____

COACH

_____

Eric Kiesau
Co-Offensive Coordinator
Date:_____

Approved by the Idaho State Board of Education on the _____ day of February, 2019.

~~Kiesau Contract~~
~~2019 to 2020~~
~~2~~

~~(MODEL ATHLETICS SINGLE-YEAR CONTRACT)~~
~~(template adopted by Idaho State Board of Education, _____, 2018)~~

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State ~~(~~University (the University)~~College),~~ and Eric Kieseau~~_____~~ (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~(College)~~ shall employ Coach as the Co-Offensive Coordinator (the Position)~~head coach~~ of its intercollegiate Football~~(Sport)~~ team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Head Coach~~University (College)'s Director~~ of the Team (the Head Coach~~Athletics (Director~~) or the Head Coach's~~Director's~~ designee. Coach shall abide by the reasonable instructions of Head Coach~~Director~~ or the Head Coach's~~Director's~~ designee and shall confer with the Head Coach~~Director~~ or the Head Coach's~~Director's~~ designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's Director of Athletics (the Director).~~University (College)'s Chief Executive Officer.~~

1.3. Duties. Coach shall serve as the Co-Offensive Coordinator of~~manage and supervise~~ the Team and shall perform such other duties in the University's~~University (College)'s~~ athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University ~~(College)~~ shall have the right, at any time, to reassign Coach to duties at the University ~~(College)~~ other than as assistant~~head~~ coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Section 3.2~~Sections 3.2.1 through (depending on supplemental pay provisions used)~~ shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed term appointment of twelve (12~~(___~~) months, commencing on March 1, 2019~~_____~~ and terminating, without further notice to Coach, on February 29, 2020~~_____~~ unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University ~~(College)~~ and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of the Idaho State Board of Education (Board). This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University. ~~(College).~~

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University ~~(College)~~ shall provide to Coach:

a) An annual salary of $250,000~~$_____~~ per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures, and such salary increases as may be determined appropriate by the Director and President~~Chief Executive Officer~~ and approved by the Board;

b) The opportunity to receive such employee benefits as the University ~~(College)~~ provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements; ~~(, provided, however, in accordance with Board Policy II.H.6.b.ii, University (College) and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director~~[RK(1]~~);~~ and

c) Assignment of one vehicle through the Department's trade-out program during the Term of this Agreement, subject to and according to the policy of the Board. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and

d~~e~~) The opportunity to receive such employee benefits as the University's~~University (College)'s~~ Department of Athletics (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.

Coach understands[RK(2] and agrees that financial conditions may require the President~~Chief Executive Officer~~, in the President's~~Chief Executive Officer's~~ discretion, to institute furloughs or to take such other actions consistent with Board policy as the President~~Chief Executive Officer~~ may determine to be necessary to meet such challenges. In the event of a furlough or other action, the actual salary paid to Coach may be less than the salary stated in Section 3.1.1(a) above.

3.2 Supplemental Compensation. ~~Each year~~ Coach shall be eligible to receive supplemental compensation as follows:

3.2.1 Athletic Achievement Incentive Pay.

a) If ~~in an amount up to (amount or computation) based on~~ the ~~academic achievement and behavior of~~ Team is the Mountain Division Champion, ~~members. The determination of whether~~ Coach may~~will~~ receive a $5,000 bonus.

b) If ~~such supplemental compensation and the timing of~~ the Team participates in~~payment(s) shall be at~~ the Conference Championship Game, Coach may receive a $5,000 bonus.

c) If ~~discretion of~~ the Team is~~Chief Executive Officer in consultation with~~ the Conference Champion, Coach may receive a $5,000 bonus.

In addition,

d) If the Team participates in a non-CFP bowl game, Coach may receive a $5,000 bonus**; and**

e) If ~~Director and approved by the Board. The determination shall be based on~~ the Team wins the non-CFP bowl game, Coach may receive a $5,000 bonus; **or**

f) If the Team participates in one of the six CFP (College Football Playoff) bowl games, Coach may receive a bonus up to 7.5% of his annual base salary.

If Coach qualifies~~following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation~~ for Athletic Achievement Incentive Pay under this Section,~~all athletes, but particularly those who entered~~ the University will pay Coach on the first regular pay date in February 2020 if Coach is still employed by the ~~(College) as academically at risk students; the conduct of Team members on the~~ University on that date.

3.2.2. Academic Achievement Incentive Pay.

a) If the annual Academic Progress Rate ("APR") rating for 2019-2020 is between 955-959, Coach may receive a sum of $2,000; **or**

b) If the annual APR rating for 2019-2020 is between 960-964, Coach may receive a sum of $3,000; **or**

c) If the annual APR rating for 2019-2020 is between 965-969, Coach may receive a sum of $4,000 **or**

d) If the annual APR rating for 2019-2020 is 970 or higher, Coach may 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~~(College) campus, at authorized~~ 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.

~~3.2~~ ~~(College) activities, in the community, and elsewhere.~~ Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board as a document available to the public under the Idaho Public Records Act.

3.2.4. Employee agrees that the University has the priority right to operate athletic camps and/or clinics on its campus using University facilities.

a. If the University exercises its right to operate camps and/or clinics on campus, the University shall allow Coach the opportunity to earn supplemental compensation by assisting with the camps and/or clinics in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the camps and/or clinics. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the camps and/or clinics, the University shall pay Coach supplemental compensation.

b. If the University allows Coach to operate camps and/or clinics at the University, such operation shall be according to a written agreement which shall include conditions such as:

i. Coach compliance with all NCAA, Conference, and University rules and regulations related, directly or indirectly, to the operation of camps and/or clinics;

ii. Payment for the University's facilities.

iii. Provision proof of liability insurance.

3.3 Footwear; Apparel; Equipment. Coach agrees that the University ~~(College)~~ has the exclusive right to select footwear, apparel and/or equipment for the use of its student~~-~~athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. 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 ~~(College)~~. ~~Coach recognizes that the University (College) is negotiating or has entered into an agreement with (Company Name) to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s reasonable request, Coach will consult with appropriate parties concerning an (Company Name)~~

~~product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name), or give a lecture at an event sponsored in whole or in part by (Company Name), or make other educationally related appearances as may be reasonably requested by the University (College). Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head (Sport) coach. In order to avoid entering into an agreement with a competitor of (Company Name), Coach shall submit all outside consulting agreements to the University (College)~~ for review and approval prior to execution. Coach shall also report such outside income to the University ~~(College)~~ in accordance with Section 4.2 of this Agreement~~NCAA (or NAIA) rules~~. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, ~~including (Company Name),~~ and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.4 General Conditions of Compensation. All compensation provided by the University ~~(College)~~ to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University ~~(College)~~ to Coach, such fringe benefit shall be based only on the compensation provided pursuant to Section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

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 wellbeing;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University ~~(College)~~ and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws, and with the policies, rules and regulations of the University, ~~(College),~~ the Board, the conference, and the NCAA; ~~(or NAIA);~~ supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department'~~'~~s Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's~~University (College)'s~~ athletic interests, has violated or is likely to violate any

such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations, Coach must annually pass the NCAA Coaches Certification Test before having any off-campus contact with prospects. Coach shall cooperate fully with the University (College) and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit A. The applicable laws, policies, rules, and regulations include: (a) Board policies; (b) University's PolicyUniversity (College)'s (Faculty-Staff) Handbook; (c) University (College)'s Administrative Procedures Manual; (cd) the policies of the Department; (de) NCAA (or NAIA) rules and regulations; and (ef) the rules and regulations of the Football(Sport) conference of which the University (College) is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would unreasonablyotherwise detract from those duties in any manner, or that, in the reasonable opinion of the University, the Department, (College), would reflect adversely upon the University (College) or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Head Coach and the Director, who may consult with the PresidentChief Executive Officer, enter into separate arrangements for outside activities and endorsements which are consistent with Coach'!s obligations under this Agreement. Coach shall report such outside income and business interests to the University in accordance with Section 4.3 of this Agreement. Coach may not use nor may Coach authorize third parties to use the University'sthe University (College)'s name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).Chief Executive Officer.

4.3 Outside Income.NCAA (or NAIA) Rules. In accordance with NCAA (or NAIA) rules, Coach shall obtain prior written approval from the University's President and the Director (such approval not to be unreasonably withheld)University (College)'s Chief Executive Officer for all athletically-related and other business--related income and benefits from sources outside the University (College) and shall report the source and amount of all such income and benefits in accordance withto the University (College)'s Chief Executive Officer whenever reasonably requested, but in no event less than annually before the Department's Outside Income Reporting Form.close of business on June 30th of each year or the last regular University (College) work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. (College). In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University (College) booster club, University (College) alumni association, University (College) foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, (College), the Board, the conference, or the NCAA. (or NAIA).

4.44.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of Chief Executive Officer and the Board .

~~4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.~~

~~4.6~~ Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

4.5~~7~~ Disclosure of Serious Misconduct[RK(3]. Coach warrants that prior to the signing of this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused, investigated, convicted of or pled guilty or no contest to a felony or misdemeanor involving serious misconduct, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of sexual violence, domestic violence, dating violence, stalking, sexual exploitation, or any assault that employs the use of a deadly weapon or causes serious bodily injury.

~~4.8 Media Obligations[RK(4]. Coach must fully participate in media programs and public appearances (Programs) through the date of the Team's last regular season or post season competition. Agreements requiring Coach to participate in Programs related to Coach's duties as an employee of University (College) are the property of the University (College). The University (College) shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by Coach. Coach agrees to cooperate with the University (College) in order for the Programs to be successful and agrees to provide Coach's services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University (College)'s designated media outlets.~~

ARTICLE 5

5.1 Termination of Coach for Cause. The University~~ (College)~~ may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1[RK(5] In addition to the definitions contained in applicable rules and regulations, University~~ (College)~~ and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University; ~~(College);~~

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, ~~(College),~~ the Board, the conference or the NCAA, ~~(NAIA),~~ including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;

d) Ten (10) working days'~~'~~ absence of Coach from duty without the University's~~University (College)'s~~ consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's~~University (College)'s~~ judgment, reflect adversely on the University ~~(College)~~ or its athletic programs;

f) The failure of Coach to represent the University ~~(College)~~ and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA ~~(NAIA)~~ or the University ~~(College)~~ in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, ~~(College),~~ the Board, the conference, or the NCAA; ~~(NAIA);~~

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, ~~(College),~~ the Board, the conference, or the NCAA, ~~(NAIA),~~ by one of~~-~~ Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

i) A violation of any applicable law or the policies, rules or regulations of the University, ~~(College),~~ the Board, the conference, or the NCAA, ~~(NAIA),~~ by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

j) The failure of Coach to disclose Serious Misconduct as required in Section 4.5~~7~~ of this Agreement.[RK(6]

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University ~~(College)~~ as follows: before the effective date of the suspension, reassignment, or termination, the Director or the Director's designee shall provide Coach with

notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, the University ~~(College)~~ shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's~~University (College)'s~~ obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University ~~(College)~~ shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA ~~(NAIA)~~ regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA ~~(NAIA)~~ enforcement procedures. This Section applies to violations occurring at the University ~~(College)~~ or at previous institutions at which Coach was employed.

5.1.5. In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.2. Termination of Coach due to Resignation or Termination of Head Coach

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's Term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

5.3 Termination due to Disability or Death of Coach.

5.3~~2~~.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's~~University (College)'s~~ disability insurance carrier, becomes unable to perform the essential functions of the Position~~position of head coach~~, or dies.

5.3~~2~~.2 If this Agreement is terminated because of Coach'~~'~~s death, Coach'~~'~~s salary and all other benefits shall terminate as of the last day worked, except that Coach'~~'~~s personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University ~~(College)~~ and due to Coach'~~'~~s estate or beneficiaries thereunder.

5.3~~2~~.3 If this Agreement is terminated because Coach becomes totally or permanently disabled as defined by the University's~~University (College)'s~~ disability insurance carrier, or becomes unable to perform the essential functions of the Position~~position of head coach~~,

all salary and other benefits shall terminate, except that Coach shall be entitled to receive any compensation due or unpaid and any disability related benefits to which he is entitled by virtue of employment with the University. (College).

5.4~~3~~ Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's University (College)'s student-athletes or otherwise obstruct the University's University (College)'s ability to transact business or operate its intercollegiate athletics program.

5.5~~4~~ No Liability. The University (College) shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.6~~5~~ 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 (College) employees, if the University (College) suspends or reassigns Coach, or terminates this Agreement for good or adequate cause[JM7], Coach shall have all the rights provided for in this Agreement but hereby releases the University (College) from compliance with the notice, appeal, and similar employment related rights provided for in Board policy, IDAPA 08.01.01.et seq., and the University policies(College) (Faculty-Staff) Handbook.

ARTICLE 6

6.1 Approval. This Agreement shall not be effective until and unless 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 Board, if required, the President Chief Executive Officer, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policies and University (College) rules regarding financial exigency.

6.2 University (College) Property. All personal property (excluding vehicle(s) provided through the courtesy car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University (College) or developed by Coach on behalf of the University (College) or at the University's University (College)'s direction or for the University's University (College)'s use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. (College). Within twenty-four (24) hours of the expiration of the term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University. ~~(College).~~

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. This Agreement and all documents and reports Coach is required to produce under this Agreement may be released and made available to the public by the University. ~~(College).~~

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Boise State University
~~(College):~~ Director of Athletics
1910 University Drive
Boise, Idaho 83725-1020

with a copy to: Boise State University~~Chief Executive Officer~~
Office of the President
1910 University Drive
Boise, Idaho 83725-1000

Coach: Eric Kiesau
Last known address on file with
University's~~University (College)'s~~ Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. Coach shall not, without the University's~~University (College)'s~~ prior written consent in each case, use any name, trade name, trademark, or other designation of the University (~~College) (~~including contraction, abbreviation or simulation), except in the course and scope of his official University ~~(College)~~ duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by the Board if required under Board Policy II.H.

6.16 Opportunity to Consult with Attorney. Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY	COACH
Curt Apsey	Eric Kiesau
Director of Athletics	Co-Offensive Coordinator
Date:	Date:

Martin E. Schimpf
Interim University President
Date:

~~**University (College)**~~	~~**Coach**~~
~~Signature:~~	~~Signature:~~
~~Printed Name:~~	~~Printed Name:~~
~~Chief Executive Officer~~	
~~Date:~~	~~Date:~~

~~*~~Approved by the Idaho State Board of Education on the _____ day of February, 2019.

~~[*Note: One (1) year employment agreements requiring Board approval are defined in Board Policy Section II.H.]~~

EMPLOYMENT AGREEMENT

This Employment Agreement (~~the "~~Agreement)~~")~~ is entered into ~~this _____ day of February, 2018 ("Effective Date")~~ by and between Boise State University ~~(("~~the University)~~"),~~ and Eric Kiesau (~~"~~Coach).~~").~~

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the Co-Offensive Coordinator~~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 Co-Offensive Coordinator of~~Assistant Coach for~~ the Team and shall perform such other duties in the University's athletic program as the Director~~Head Coach~~ may assign and as may be described elsewhere in this Agreement. The~~Coach shall, to the best of Coach's ability, and consistent with~~ University shall have the right, at any time, to reassign Coach to~~policies and procedures, perform all~~ duties at~~and responsibilities customarily associated with~~ the University other than as assistant coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Section 3.2 shall cease~~Position~~.

ARTICLE 2

2.1. Term. This Agreement is for a fixed ~~-~~term appointment of twelve (12) months, commencing on March 1, 2019~~8~~ and terminating, without further notice to Coach, on February 29, 2020~~28, 2019 (the "Term")~~ unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of the Idaho State~~University's~~ Board of Education (Board).~~Trustees.~~ This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

a) An annual~~base~~ salary ~~in the amount~~ of $25~~1~~0,000 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the ~~Head Coach and~~ Director and President and approved by the ~~University's~~ Board ~~of Trustees~~;

b~~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, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements; and~~;~~

c~~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

d~~e~~) The opportunity to receive such employee benefits as the University's Department of Athletics (Department~~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.

Coach understands and agrees that financial conditions may require the President, in the President's discretion, to institute furloughs or to take such other actions consistent with Board policy as the President may determine to be necessary to meet such challenges. In the event of a furlough or other action, the actual salary paid to Coach may be less than the salary stated in Section 3.1.1(a) above.

3.2 ~~3.2~~ Supplemental Compensation. Coach shall be eligible to receive~~may earn~~ supplemental compensation as follows:

3.2.1~~.~~ Athletic Achievement Incentive Pay.

a) If the Team is the Mountain Division Champion, Coach may~~will~~ receive a $5,000 bonus.
b) If the Team participates in the Conference Championship Game, Coach may~~will~~ receive a $5,000 bonus.
c) If the Team is the Conference Champion, Coach may~~will~~ receive a $5,000 bonus.

In addition,

d) If the Team participates in a non-CFP bowl game, Coach may~~will~~ receive a $5,000 bonus**; and**
e) If the Team wins the non-CFP bowl game, Coach may~~will~~ receive a $5,000 bonus; **or**
f) If the Team participates in one of the six CFP (College Football Playoff) bowl games, Coach may~~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 2020 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 for 2019-2020 is between 955-959, Coach may~~will~~ receive a sum of $2,000; **or**
b) If the annual APR rating for 2019-2020 is between 960-964, Coach may~~will~~ receive a sum of $3,000; **or**
c) If the annual APR rating for 2019-2020 is between 965-969, Coach may~~will~~ receive a sum of $4,000 **or**
d) If the annual APR rating for 2019-2020 is 970 or higher, Coach may~~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 based on the factors listed above and such justification shall be separately report~~able~~ed to the Board~~ of Trustees~~ as a document available to the public under the Idaho Public Records Act.

3.2.4. Employee~~Coach~~ agrees that the University has the priority~~exclusive~~ right to operate athletic camps and/or clinics~~("Camps")~~ on its campus using University facilities.

a. If the University exercises its right to operate camps and/or clinics on campus, the~~The~~ University shall allow Coach the opportunity to earn supplemental compensation by assisting with the camps and/or clinics~~Camps~~ in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the camps and/or clinics.~~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 and/or clinics~~Camps~~, the University shall pay Coach supplemental compensation.

b. If the University allows Coach to operate camps and/or clinics at the University, such operation shall be according to a written agreement which shall include conditions such as:

i. Coach compliance with all NCAA, Conference, and University rules and regulations related, directly or indirectly, to the operation of camps and/or clinics;

ii. Payment for the University's facilities.

iii. Provision proof of liability insurance.

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 income~~interest~~ to the University in accordance with 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 S~~s~~ection 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 wellbeing~~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 with the policies, rules and regulations of the University, the ~~University's~~ Board ~~of Trustees~~, the conference, ~~of which the University is a member (the "Conference"),~~ and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director~~Head Coach~~ and to the Department's~~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 names or titles of employees whom Coach supervises are attached as Exhibit A. 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 policies~~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 Football conference of which the University is a member~~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 use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).

4.3 Outside Income. In accordance with NCAA rules, 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 Board, the conference, or the NCAA. ~~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.

4.5 Disclosure of Serious Misconduct. Coach warrants that prior to the signing of this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused, investigated, convicted of or pled guilty or no contest to a felony or misdemeanor involving serious misconduct, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of sexual violence, domestic violence, dating violence, stalking, sexual exploitation, or any assault that employs the use of a deadly weapon or causes serious bodily injury.

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and~~,~~ regulations ~~and policies~~.

5.1.1 In addition to the definitions contained in applicable rules and regulations~~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 A~~a~~greement 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 c~~C~~onference 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 c~~C~~onference, 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 c~~C~~onference, 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 c~~C~~onference, 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.

j) The failure of Coach to disclose Serious Misconduct as required in Section 4.5 of this Agreement.

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 S~~s~~ection applies to violations occurring at the University or at previous institutions at which Coach was employed.

5.1.5. In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.2. 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 policy, IDAPA of Education Rules (ID. ADMIN. CODE r. 08.01.01. et seq.,) and the Governing Policies and Procedures, and University pPolicies.

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, if required of Trustees, the President,Director and the DirectorHead Coach; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policiesof Trustees and University's rules or policies regarding furloughs or financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the courtesy car program),, material, and articles of information, including, without limitation, keys, credit cards, 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 tTerm of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the DirectorHead 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 courts of the state of~~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. This Agreement~~Coach hereby consents~~ and ~~agrees that this document may be released and made available to the public after it is signed by Coach. Coach further agrees that~~ all documents and reports Coach~~he~~ is required to produce under this Agreement may be released and made available to the public by~~at~~ the University. ~~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 his~~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 of~~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 II.H.

6.16 Opportunity to Consult with Attorney. Coach acknowledges that Coach~~he~~ has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

~~IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.~~

UNIVERSITY

Curt Apsey
~~,~~ Director of Athletics
Date:

Martin E. Schimpf
Interim University

~~Dr. Robert Kustra,~~ President
Date:

COACH

Eric Kiesau
Co-Offensive Coordinator~~Eric Kiesau~~
Date:

Approved by the Idaho State Board of Education~~Trustees~~ on the _____ day of February, 2019~~8~~.

Coach Eric Kiesau Maximum Compensation Calculation - 2019-2020

			Yr 1
3.1.1a	Annual Base Salary	$	250,000.00
3.2.1	Additional Pay based on Performance	$	33,750.00
3.2.2	Additional Pay based on Academic Achievement	$	5,000.00
	Total Maximum potential annual compensation under Employment Agreement	$	288,750.00

Salary and Incentive Comparisons
Offensive Coordinators in the Mountain West Conference

Coach	School	Base Salary	Incentives
Mike Thiessen	Air Force	-	NA
Zak Hill	Boise State	$ 300,000	3.2 Supplemental Compensation. Coach may earn supplemental compensation as follows: 3.2.1. Athletic Achievement Incentive Pay. a) If the football team is the Mountain Division Champion, Coach will receive a $5,000 bonus. b) If the football team participates in the Conference Championship Game, Coach will receive a $5,000 bonus. c) If the football team is the Conference Champion, Coach will receive a $5,000 bonus. In addition, d) If the football team participates in a non-CFP bowl game, Coach will receive a $5,000 bonus**; and** e) If the football team wins the non-CFP bowl game, Coach will receive a $5,000 bonus; **or** f) If the football team participates in one of the six CFP (College Football Playoff) bowl games, Coach will receive a bonus up to 7.5% of his annual base salary. If Coach qualifies for Athletic Achievement Incentive Pay under this Section, the University will pay Coach on the first regular pay date in the following February if Coach is still employed by the University on that date. 3.2.2. Academic Achievement Incentive Pay. a) If the annual Academic Progress Rate ("APR") rating is between 955-959, Coach will receive a sum of $2,000; **or** b) If the annual APR rating is between 960-964, Coach will receive a sum of $3,000; **or** c) If the annual APR rating is between 965-969, Coach will receive a sum of $4,000 **or** d) If the annual APR rating is 970 or higher, Coach will receive a sum of $5,000.

Salary and Incentive Comparisons
Offensive Coordinators in the Mountain West Conference

Eric Kiesau	Boise State	$ 250,000	3.2 Supplemental Compensation. Coach shall be eligible to receive supplemental compensation as follows: 3.2.1 Athletic Achievement Incentive Pay. a) If the Team is the Mountain Division Champion, Coach may receive a $5,000 bonus. b) If the Team participates in the Conference Championship Game, Coach may receive a $5,000 bonus. c) If the Team is the Conference Champion, Coach may receive a $5,000 bonus. In addition, d) If the Team participates in a non-CFP bowl game, Coach may receive a $5,000 bonus; **and** e) If the Team wins the non-CFP bowl game, Coach may receive a $5,000 bonus; **or** f) If the Team participates in one of the six CFP (College Football Playoff) bowl games, Coach may 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 February 2020 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 for 2019-2020 is between 955-959, Coach may receive a sum of $2,000; **or** b) If the annual APR rating for 2019-2020 is between 960-964, Coach may receive a sum of $3,000; **or** c) If the annual APR rating for 2019-2020 is between 965-969, Coach may receive a sum of $4,000 **or** d) If the annual APR rating for 2019-2020 is 970 or higher, Coach may receive a sum of $5,000.
Dave Johnnson	Colorado State	$ -	NA
Kalen DeBoer	Fresno State	$ 310,000	NA
Brian Smith	Hawaii	$ 203,688	4. PERFORMANCE INCENTIVES. Coach shall only be eligible for performance and/or supplemental pay pursuant to University of Hawai'i Executive Policies unless, in lieu of such performance and/or supplemental pay, the University offers and Coach accepts other incentives that are set forth in writing and attached to and made a part of this Agreement.
Matt Mumme	Nevada	$ 203,322	NA
Calvin Magee	New Mexico	$ 220,000	NA

Salary and Incentive Comparisons
Offensive Coordinators in the Mountain West Conference

Jeff Horton	San Diego State	$ 219,576	NA
Kevin McGiven	San Jose State	$ 60,864	NA
Barney Cotton	UNLV	$ 229,517	NA
David Yost	Utah State	$ 300,000	NA
Brent Vigen	Wyoming	$ 300,000	5. **ACHIEVEMENT AWARDS.** The Associate Head Coach for Football will be eligible for Achievement Awards and Exceptional Achievement Awards pursuant to the terms and conditions described in the by-laws of the Cowboy Joe Club in force at the time the awards are made.

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 Kent Riddle ("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 an 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 an 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 $250,000.

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	Date	Kent Riddle	Date

_____
Martin E. Schimpf Date
Interim University President

Approved by the Idaho State Board of Education on the _____ day of February, 2019.

~~(MODEL ATHLETICS MULTI-YEAR CONTRACT)~~
~~(template adopted by Idaho State Board of Education, _____, 2018)~~

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement"~~)~~) is entered into this _____ day of February, 2018 ("Effective Date") by and between Boise State ~~_____(~~University ("the University")~~(College),~~ and Kent Riddle ("~~_____(~~Coach").~~).~~

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~(College)~~ shall employ Coach as an Assistant Coach (the "Position")~~head coach~~ of its intercollegiate Football~~(Sport)~~ team (the "Team").~~) (or Director of Athletics).~~ Coach ~~(Director)~~ represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Head Coach of the Team (the "Head Coach")~~University (College)'s Athletic Director (Director)~~ or the Head Coach's~~Director's~~ designee. Coach shall abide by the reasonable instructions of Head Coach~~Director~~ or the Head Coach's~~Director's~~ designee and shall confer with the Head Coach~~Director~~ or the Head Coach's~~Director's~~ designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's Director of Athletics (the "Director").~~University (College)'s Chief Executive Officer (Chief Executive Officer).~~

1.3. Duties. Coach shall serve as an Assistant Coach for~~manage and supervise~~ the Team and shall perform such other duties in the University's~~University (College)'s~~ athletic program as the Head Coach~~Director~~ may assign and as may be described elsewhere in this Agreement. Coach~~The University (College)~~ shall~~ have the right, at any time~~, to the best of Coach's ability, and consistent with University policies and procedures, perform all~~reassign Coach to~~ duties and responsibilities customarily associated with~~at~~ the Position~~University (College) other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Sections 3.2.1 through (depending on supplemental pay provisions used) shall cease~~.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of two (2~~(___~~) years, commencing on March 1, 2018~~_____~~ and terminating, without further notice

to Coach, on February 29, 2020 (the "Term"), unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University (College) and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of the University's Idaho State Board of Trustees. Education (Board). This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University. (College).

ARTICLE 3

3.1 Regular Compensation.

3.1.1. In consideration of Coach's services and satisfactory performance of this Agreement, the University (College) shall provide to Coach:

a) A An annual salary in the amount of $250,000$ per year, payable in biweekly installments in accordance with normal University (College) procedures, and such salary increases as may be determined appropriate by the Head Coach and Director and Chief Executive Officer 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.

b) The opportunity to receive such employee benefits as the University (College) provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements [RK(1)] (except that in accordance with Board Policy II.H.6.b.ii, University (College) and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director)[RK(2)]; and

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

(College)'s

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.

Coach understands [RK(3]and agrees that financial conditions may require the Chief Executive Officer, in the Chief Executive Officer's discretion, to institute furloughs or to take such other actions consistent with Board policy as the Chief Executive Officer may determine to be necessary to meet such challenges. In the event of a furlough or other action, the actual salary paid to Coach may be less than the salary stated in Section 3.1.1(a) above.

3.2 Supplemental Compensation. Coach may earn

3.2.1.3.2 Each year the Team is the conference champion or co-champion and also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post-season tournament or post-season playoffs), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay to Coach supplemental compensation as follows:in an amount equal to (amount or computation) of Coach's Annual Salary during the fiscal year in which the championship and (bowl or other post-season) eligibility are achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year the Team is ranked in the top 25 in the (national rankings of sport's division), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary in effect on the date of the final poll. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3

3.2.1. Athletic Achievement Incentive Pay.

a) If the football team is the Mountain Division Champion, Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the academic achievement and behavior of Team members. The

~~determination of whether~~ Coach will receive a $5,000 bonus.

b) If the football team participates in the Conference Championship Game, Coach will receive a $5,000 bonus.

c) If the football team is the Conference Champion, Coach will receive a $5,000 bonus.

In addition,

d) If the football team participates in a non-CFP bowl game, Coach will receive a $5,000 bonus, **and**

e) If the football team wins the non-CFP bowl game, Coach will receive a $5,000 bonus; **or**

f) If the football team participates in one of the six CFP (College Football Playoff) bowl games, Coach will receive a bonus up to 7.5% of his annual base salary.

If Coach qualifies for Athletic Achievement Incentive Pay under this Section, the University will pay Coach on the first regular pay date in ~~such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief Executive Officer in consultation with the Director. The determination shall be based on~~ the following February if Coach is still employed by the University on that date.

3.2.2. Academic Achievement Incentive Pay.

a) If the annual~~factors: the~~ Academic Progress Rate ("APR") rating is between 955-959, Coach will receive a sum of $2,000; **or**

b) If the annual APR rating is between 960-964, Coach will receive a sum of $3,000; **or**

c) If the annual APR rating is between 965-969, Coach will receive a sum of $4,000 **or**

d) If the annual APR rating is 970 or higher, Coach will receive a sum of $5,000.

If Coach qualifies~~set by the Board, grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation~~ for Academic Achievement Incentive Pay, it will be paid as soon as reasonably practical following APR rating determination and verification by the National Collegiate Athletic Association ("NCAA"), if Coach is still employed by the University on that date~~all athletes~~.

3.2.3. Conditions for payment of Athletic and Academic Achievement supplemental compensation.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director's sole discretion. The decisions may be made based on a variety of factors, including, but not limited to, Coach's individual performance, athletic/academic performance of Coach's assigned player personnel groups, or other performance-related factors.

~~particularly those who entered the University (College) as academically at-risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere.~~ Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation ~~based on the factors listed above~~ and such justification shall be separately reportable~~d~~ to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.4 Coach may receive the compensation hereunder

~~3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the overall development of the intercollegiate (men's/women's) (Sport) program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) students, staff, faculty, alumni and boosters; and any other factors the Chief Executive Officer wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief Executive Officer in consultation with the Director.~~

~~3.2.5 Coach shall receive the sum of (amount or computation)~~ from the University ~~(College)~~ or the University's~~University (College)'s~~ designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (~~Programs). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid (terms or conditions of payment).~~ [RK(4]

~~3.2.~~collectively, "Programs"). Agreements requiring Coach to participate in Programs related to Coach's duties as an employee of the University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and 6 ~~**(SUMMER CAMP—OPERATED BY UNIVERSITY (COLLEGE))** Coach~~ agrees to provide Coach's services to and appear on the Programs and to cooperate in their production, broadcasting, and telecasting. Coach shall not appear without the prior written approval of the Head Coach and the Director on any radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior

written approval of the Head Coach and Director, Coach shall not appear in any commercial endorsements.

3.2.5 Coach agrees that the University ~~(College)~~ has the exclusive right to operate athletic~~youth (Sport)~~ camps ("Camps") on its campus using University ~~(College)~~ facilities. The University ~~(College)~~ shall allow Coach the opportunity to earn supplemental compensation by assisting with the Camps in Coach's~~University (College)'s camps in Coach's~~ capacity as a University ~~(College)~~ employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the Camps.~~University (College)'s (Sport) camps.~~ Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the Camps~~University (College)'s summer (Sport) camps~~, the University ~~(College)~~ shall pay Coach ~~(amount) per year as~~ supplemental compensation. ~~during each year of employment as head (Sport) coach at the University (College). This amount shall be paid (terms of payment).~~

~~**(SUMMER CAMP—OPERATED BY COACH)** Coach may operate a summer youth (Sport) camp at the University (College) under the following conditions:~~

~~a) The summer youth camp operation reflects positively on the University (College) and the Department;~~

~~b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. Coach shall not use University (College) personnel, equipment, or facilities without the prior written approval of the Director;~~

~~c) Assistant coaches at the University (College) are given priority when Coach or the private enterprise selects coaches to participate;~~

~~d) Coach complies with all NCAA (NAIA), Conference, and University (College) rules and regulations related, directly or indirectly, to the operation of summer youth camps;~~

~~e) Coach or the private enterprise enters into a contract with University (College) and (campus concessionaire) for all campus goods and services required by the camp.~~

~~f) Coach or private enterprise pays for use of University (College) facilities including the _____.~~

~~g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as Exhibit A.~~

~~h) Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--$1 million; (2) catastrophic coverage: camper and staff--$1 million maximum coverage with $100 deductible;~~

~~i) To the extent permitted by law, Coach or the private enterprise shall defend and indemnify the State of Idaho, the University (College) and the Board against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)~~

~~j) All employees of the summer youth camp(s) shall be employees of Coach or the private enterprise and not the University (College) while engaged in camp activities. Coach and all other University (College) employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws~~

~~In the event of termination of this Agreement, suspension, or reassignment, University (College) shall not be under any obligation to permit a summer youth camp to be held by Coach after the effective date of such termination, suspension, or reassignment, and the University (College) shall be released from all obligations relating thereto.~~

3.2.6~~7~~ Coach agrees that the University ~~(College)~~ has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of the University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside

consulting agreements to the University~~University (College). Coach recognizes that the University (College) is negotiating or has entered into an agreement with (Company Name) to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s reasonable request, Coach will consult with appropriate parties concerning an (Company Name) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name), or give a lecture at an event sponsored in whole or in part by (Company Name), or make other educationally related appearances as may be reasonably requested by the University (College). Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder Coach's duties and obligations as head (Sport) coach. In order to avoid entering into an agreement with a competitor of (Company Name), Coach shall submit all outside consulting agreements to the University (College)~~ for review and approval prior to execution. Coach shall also report such outside income to the University ~~(College)~~ in accordance with NCAA ~~(or NAIA)~~ rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, ~~including (Company Name),~~ and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel, or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University ~~(College)~~ to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University ~~(College)~~ to Coach, such fringe benefit shall be based only on the compensation provided pursuant to s~~S~~ection 3.1.1 and paid from the University to Coach, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall perform all duties and responsibilities as assigned by the Head Coach, such duties and responsibilities may include, but are not limited to:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University ~~(College)~~ and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws~~,~~ and ~~with~~ the policies, rules and regulations of the University~~, (College),~~ the University's Board of Trustees, the conference of which the University is a member (the "Conference")~~,~~, and the NCAA; ~~(or NAIA);~~ supervise and take appropriate steps to ensure that any~~Coach's assistant coaches, any other~~ employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Head Coach~~Director~~ and to the University's~~Department's~~ Director of NCAA Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's~~University (College)'s~~ athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations, Coach must annually pass the NCAA Coaches Certification Test before having any off-campus contact with prospects. Coach shall cooperate fully with the University ~~(College)~~ and Department at all times. ~~The names or titles of employees whom Coach supervises are attached as Exhibit B.~~ 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~~policies~~; (b) the University's Policy Manual~~University (College)'s (Faculty-Staff) Handbook~~; (c) ~~University (College)'s Administrative Procedures Manual; (d)~~ the policies of the Department; (d) NCAA rules and regulations; and (e) ~~NCAA (or NAIA) rules and regulations; and (f)~~ the rules and regulations of the Conference~~(Sport) conference of which the University (College) is a member~~.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University~~, (College),~~ would reflect adversely upon the University ~~(College)~~ or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Head Coach and the Director~~, who may consult with the Chief Executive Officer~~, enter into separate arrangements for outside activities and endorsements which are consistent with Coach~~'~~'s obligations under this Agreement. Coach may not use the University's~~University (College)'s~~ name, logos, or trademarks in connection with any such arrangements without the prior written approval of the University President~~Director~~ and the Director~~Chief Executive Officer~~.

4.3 Outside Income.~~NCAA (or NAIA) Rules.~~ In accordance with NCAA ~~(or NAIA)~~ rules, Coach shall obtain prior written approval from the University President and the Director~~(College)'s Chief Executive Officer~~ for all athletically~~-~~-related income and benefits from sources outside the University. Coach ~~(College) and~~ shall report the source and amount of all such income and benefits to the Director~~University (College)'s Chief Executive Officer~~ whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University ~~(College)~~ work day preceding June 30th. The report shall be in a format reasonably

satisfactory to the University. ~~(College).~~ In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University ~~(College)~~ booster club, University ~~(College)~~ alumni association, University ~~(College)~~ foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's Board of Trustees, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (e.g., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers. ~~(College), the Board, the conference, or the NCAA (or NAIA).~~

~~4.44.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of Chief Executive Officer and the Board.~~

~~4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.~~

~~4.6~~ Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team~~,~~ requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Head Coach and the Director. Such approval shall not unreasonably be withheld. Without first giving 48 hours prior written notice to the Head Coach and the Director, Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein.

~~4.7 Disclosure of Serious Miscon[RK(5]duct. Coach warrants that prior to signing this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused, investigated, convicted of or pled guilty or no contest to a felony or misdemeanor involving serious misconduct, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of sexual violence, domestic violence, dating violence, stalking, sexual exploitation, or any assault that employs the use of a deadly weapon or causes serious bodily injury.~~

~~4.8 Media Obligations.[RK(6] Coach must fully participate in media programs and public appearances (Programs) through the date of the Team's last regular season or post-season competition. Agreements requiring Coach to participate in Programs related to Coach's duties as an employee of University (College) are the property of the University (College). The University (College) shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by Coach. Coach agrees to cooperate with the University (College) in order for the Programs to be successful and agrees to provide Coach's services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University (College)'s designated media outlets.~~

ARTICLE 5

5.1 Termination of Coach for Cause. The University ~~(College)~~ may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules, ~~and~~ regulations, and policies.

5.1.1 In addition to the definitions contained in applicable rules and policies, the~~regulations,~~ University ~~(College)~~ and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

a) A deliberate or major violation of Coach's duties under this a~~A~~greement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

b) The failure of Coach to remedy any violation of any of the terms of this Agreement within thirty (30) days after written notice from the University; ~~(College);~~

c) A deliberate or major violation by Coach of any applicable law or the policies, rules, or regulations of the University, ~~(College),~~ the University's Board of Trustees, the C~~c~~onference, or the NCAA, ~~(NAIA),~~ including but not limited to any such violation which may have occurred

during the employment of Coach at another NCAA or National Association of Intercollegiate Athletics ("NAIA")~~NAIA~~ member institution;

d) Ten (10) working days'~~-~~ absence of Coach from duty without the University's~~University (College)'s~~ consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's~~University (College)'s~~ judgment, reflect adversely on the University ~~(College)~~ or its athletic programs;

f) The failure of Coach to represent the University ~~(College)~~ and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA ~~(NAIA)~~ or the University~~ (College)~~ in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, ~~(College),~~ the University's Board of Trustees, the C~~c~~onference, or the NCAA; ~~(NAIA);~~

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, ~~(College),~~ the University's Board of Trustees, the C~~c~~onference, or the NCAA, ~~(NAIA),~~ by ~~one of Coach's assistant coaches,~~ any ~~other~~ employees for whom Coach is administratively responsible, or a member of the Team; or

i) ~~i)~~ A violation of any applicable law or the policies, rules or regulations of the University, ~~(College),~~ the University's Board of Trustees, the C~~c~~onference, or the NCAA, ~~(NAIA),~~ by ~~one of Coach's assistant coaches,~~ any ~~other~~ employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision of the violation and could have prevented it by such ordinary supervision.

~~j) The failure of Coach to disclose Serious Misconduct as required in Section 4.7 of this Agreement.~~ ~~[RK(7]~~

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University ~~(College)~~ as follows: ~~-~~before the effective date of the suspension, reassignment, or termination, the Head Coach, Director, or the Head

Coach's or the Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, the University ~~(College)~~ shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's~~University (College)'s~~ obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University ~~(College)~~ shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA ~~(NAIA)~~ regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA ~~(NAIA)~~ enforcement procedures. This s~~S~~ection applies to violations occurring at the University ~~(College)~~ or at previous institutions at which Coach was employed.

5.2 Termination of Coach due to Resignation or Termination of Head Coach

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

5.3 Termination of Coach for Convenience of University. ~~(College).~~

5.3~~2~~.1 At any time after commencement of this Agreement, the University, ~~(College),~~ for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.3~~2~~.2 In the event that the University ~~(College)~~ terminates this Agreement for its own convenience, the University ~~(College)~~ shall be obligated to pay to Coach, as liquidated damages and not a penalty, the "base salary" set forth in s~~S~~ection 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University ~~(College)~~ until the T~~t~~erm of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in. ~~In~~ the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each

University pay-period by reducing the gross salary set forth in s~~S~~ection 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue the~~with the University (College)~~ health insurance plan and group life insurance as if Coach remained a University~~ (College)~~ employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform the University within ten (10) business days of obtaining other employment~~,~~ and to advise the University of all relevant terms of such employment, including without limitation, the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise the University shall constitute a material breach of this Agreement and the University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair market value of Coach's services, as determined by all circumstances existing at the time of employment. [RK(8]Coach further agrees to repay to the University all compensation paid by~~received from~~ the University ~~(College)~~ after the date Coach obtains other employment, to which Coach is not entitled under this provision. ~~obtained.~~

5.3~~2~~.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Coach may lose certain benefits, supplemental compensation, or outside compensation relating to Coach's employment with the University~~, (College),~~ which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by the University~~ (College)~~ and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by the University~~. (College).~~ The liquidated damages are not, and shall not be construed to be, a penalty.

5.3.4 In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.4~~-~~ Termination by Coach for Convenience.

5.4~~3~~.1 Coach recognizes that Coach's promise to work for the University ~~(College)~~ for the entire term of this Agreement is of the essence of this Agreement. Coach also recognizes that the University~~ (College)~~ is making a highly valuable investment in Coach's employment by entering into this Agreement and that its investment would be lost were Coach to resign or otherwise terminate Coach's employment with the University ~~(College)~~ before the end of the contract Term~~Agreement term~~.

5.4~~3~~.2 Coach may terminate this Agreement for convenience during its

term by giving prior written notice to the University. (College). Termination shall be effective when mutually agreed upon ten (10) days after such written notice is given to the University. Such termination must occur at a time outside the Team's season (including NCAA post-season bowl competition) so as to minimize the impact on the program. (College).

5.4.3 .3 If Coach terminates this Agreement for convenience at any time, all obligations of the University (College) shall cease as of the effective date of the termination. If Coach terminates this Agreement for convenience, Coach shall pay to the University, (College), as liquidated damages and not a penalty, the following sum if the termination occurs between March 1, 2018 and February 28, 2019, the sum of one-hundred thousand dollars ($100,000) or if the termination occurs between March 1, 2019 and the last game of the regular season and conference championship game (if applicable), the sum of fifty thousand dollars ($50,000).: _____. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid. Provided, however, if Coach terminates this Agreement following the death or disability of the Head Coach, such termination will not be considered termination by Coach for convenience, and therefore no liquidated damages shall be owed by Coach to the University.

5.43.4 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University (College) will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by the University (College) shall constitute adequate and reasonable compensation to the University (College) for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This sSection 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University. (College).

5.43.5 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law Coach's the right to receive all supplemental compensation and other payments and all accumulated annual leave.

5.54 Termination Due to Disability or Death of Coach.

5.54.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's University (College)'s disability insurance carrier, becomes unable to perform the essential functions of the Position position of head coach, or dies.

5.54.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University (College) and due to Coach's estate or beneficiaries thereunder.

5.54.3 If this Agreement is terminated because Coach becomes totally or permanently disabled as defined by the University's University (College)'s disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which Coach is entitled by virtue of employment with the University. (College).

5.65 Interference by Coach. In the event of termination, suspension, or reassignment or termination, Coach agrees that Coach will not interfere with the University's University (College)'s student-athletes or otherwise obstruct the University's University (College)'s ability to transact business or operate its intercollegiate athletics program.

5.76 No Liability. The University (College) shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.87 Waiver of Rights. Because Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University (College) employees, if the University (College) suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University (College) from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education Rule Manual (ID. ADMIN. CODE r.Board policy, IDAPA 08.01.01 et seq.)., and Governing Policies and Procedures Manual, and the University Policies(College) (Faculty-Staff) Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved ofby 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 DirectorChief Executive Officer, and the Head CoachDirector; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation

is paid; and the Board of Trustees~~policies~~ and University's~~University (College)'s~~ rules or policies regarding furloughs or financial exigency.

6.2 University ~~(College)~~ Property. All personal property, ~~(excluding vehicle(s) provided through the _____ program),~~ material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University ~~(College)~~ or developed by Coach on behalf of the University ~~(College)~~ or at the University's~~University (College)'s~~ direction or for the University's~~University (College)'s~~ use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. ~~(College).~~ Within twenty-four (24) hours of the expiration of the T~~t~~erm of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Head Coach~~Director~~.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho.~~.~~ Any action based in whole or in part on this Agreement shall be brought in ~~the courts of the~~ state district court in Ada County, Boise,~~of~~ Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University. ~~(College).~~

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Non-Confidentiality. 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~~6.9 Confidentiality. This Agreement and~~ all documents and reports Coach is required to produce under this Agreement may be released and made available to the public at~~by~~ the University's sole discretion.~~University (College).~~

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile.~~.~~ All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Boise State University
~~(College):~~ Director of Athletics
1910 University Drive
Boise, Idaho 83725-1020

with a copy to: Boise State University~~Chief Executive Officer~~
Office of the President
1910 University Drive
Boise, Idaho 83725-1000

Coach: Kent Riddle
Last known address on file with
University's~~University (College)'s~~ Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. Coach shall not, without the University's~~University (College)'s~~ prior written consent in each case, use any name, trade name, trademark, or other designation of the University (~~College) (~~including contraction,

abbreviation or simulation), except in the course and scope of Coach's official University ~~(College)~~ duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between~~of~~ the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by the University's Board of Trustees~~if required under Board Policy II.H~~.

6.16 Opportunity to Consult with Attorney. Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY COACH

Curt Apsey, Director of Athletics Date Kent Riddle Date

Dr. Robert Kustra, President Date

~~**University (College)**~~ ~~**Coach**~~

~~Signature:~~ ~~Signature:~~
~~Printed Name:~~ ~~Printed Name:~~
~~Chief Executive Officer~~
~~Date:~~ ~~Date:~~

Approved by the ~~Idaho State~~ Board ~~of Education~~ on the _____ day of February, 2018.~~, 20__.~~

~~[*Note: Multiyear employment agreements requiring Board approval are defined Board Policy II.H.]~~

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is entered into this _____ day of February, 2018 ("Effective Date") by and between Boise State University ("the University") and Kent Riddle ("Coach").

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as an Assistant Coach~~the special teams coordinator~~ (the "Position") of its intercollegiate Football team (the "Team"). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Head Coach of the Team (the "Head Coach") or the Head Coach's designee. Coach shall abide by the reasonable instructions of Head Coach or the Head Coach's designee and shall confer with the Head Coach or the Head Coach's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's Director of Athletics (the "Director").

1.3. Duties. Coach shall serve as an Assistant Coach~~the special teams coordinator~~ for the Team and shall perform such other duties in the University's athletic program as the Head Coach may assign and as may be described elsewhere in this Agreement. Coach shall, to the best of Coach's ability, and consistent with University policies and procedures, perform all duties and responsibilities customarily associated with the Position.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of two (2) years, commencing on March 1, 2018 and terminating, without further notice to Coach, on February 29, 2020 (the "Term"), unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of the University's Board of Trustees. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation.

3.1.1. In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

a) A salary in the amount of $2590,000 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Head Coach and Director and approved by the University's Board of Trustees;

b) A one-time bonus payment of $10,000, which shall be paid after execution of this Agreement.

c) The opportunity to receive such employee benefits calculated on the "base salary" as the University provides generally to non-faculty exempt employees;

d) Assignment of one vehicle through the Department's trade-out program during the term of this Agreement, subject to and according to the policy of the University's Board of Trustees. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and

e) The opportunity to receive such employee benefits as the University's Department of Athletics (the "Department") provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation. Coach may earn supplemental compensation as follows:

3.2.1. Athletic Achievement Incentive Pay.

a) If the football team is the Mountain Division Champion, Coach will receive a $5,000 bonus.
b) If the football team participates in the Conference Championship Game, Coach will receive a $5,000 bonus.
c) If the football team is the Conference Champion, Coach will receive a $5,000 bonus.

In addition,

d) If the football team participates in a non-CFP bowl game, Coach will receive a $5,000 bonus, **and**

e) If the football team wins the non-CFP bowl game, Coach will receive a $5,000 bonus; **or**

f) If the football team participates in one of the six CFP (College Football Playoff) bowl games, Coach will receive a bonus up to 7.5% of his annual base salary.

If Coach qualifies for Athletic Achievement Incentive Pay under this Section, the University will pay Coach on the first regular pay date in the following February if Coach is still employed by the University on that date.

3.2.2. Academic Achievement Incentive Pay.

a) If the annual Academic Progress Rate ("APR") rating is between 955-959, Coach will receive a sum of $2,000; **or**

b) If the annual APR rating is between 960-964, Coach will receive a sum of $3,000; **or**

c) If the annual APR rating is between 965-969, Coach will receive a sum of $4,000 **or**

d) If the annual APR rating is 970 or higher, Coach will receive a sum of $5,000.

If Coach qualifies for Academic Achievement Incentive Pay, it will be paid as soon as reasonably practical following APR rating determination and verification by the National Collegiate Athletic Association ("NCAA"), if Coach is still employed by the University on that date.

3.2.3. Conditions for payment of Athletic and Academic Achievement supplemental compensation.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director's sole discretion. The decisions may be made based on a variety of factors, including, but not limited to, Coach's individual performance, athletic/academic performance of Coach's assigned player personnel groups, or other performance-related factors.

Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation and such justification shall be separately reportable to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.4 Coach may receive the compensation hereunder from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (collectively, "Programs"). Agreements requiring Coach to participate in Programs related to Coach's duties as an employee of the University are the property of the University. The University shall have the exclusive right to negotiate and contract with

all producers of media productions and all parties desiring public appearances by Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide Coach's services to and appear on the Programs and to cooperate in their production, broadcasting, and telecasting. Coach shall not appear without the prior written approval of the Head Coach and the Director on any radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Head Coach and Director, Coach shall not appear in any commercial endorsements.

3.2.5 Coach agrees that the University has the exclusive right to operate athletic camps ("Camps") on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the Camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the Camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the Camps, the University shall pay Coach supplemental compensation.

3.2.6 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of the University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel, or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1 and paid from the University to Coach, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall perform all duties and responsibilities as assigned by the Head Coach, such duties and responsibilities may include, but are not limited to:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's Board of Trustees, the conference of which the University is a member (the "Conference"), and the NCAA; supervise and take appropriate steps to ensure that any employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Head Coach and to the University's Director of NCAA Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations, Coach must annually pass the NCAA Coaches Certification Test before having any off-campus contact with prospects. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include the following, as they may be amended from time-to-time: (a) Governing Policies and Procedures and Rule Manual of the University's Board of Trustees; (b) the University's Policy Manual; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the Conference.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Head Coach and the Director, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the University President and the Director.

4.3 Outside Income. In accordance with NCAA rules, Coach shall obtain prior written approval from the University President and the Director for all athletically-related income and benefits from sources outside the University. Coach shall report the source

and amount of all such income and benefits to the Director whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to the University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's Board of Trustees, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (e.g., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.

4.4 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Head Coach and the Director. Such approval shall not unreasonably be withheld. Without first giving 48 hours prior written notice to the Head Coach and the Director, Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein.

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules, regulations, and policies.

5.1.1 In addition to the definitions contained in applicable rules and policies, the University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

b) The failure of Coach to remedy any violation of any of the terms of this Agreement within thirty (30) days after written notice from the University;

c) A deliberate or major violation by Coach of any applicable law or the policies, rules, or regulations of the University, the University's Board of Trustees, the Conference, or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or National Association of Intercollegiate Athletics ("NAIA") member institution;

d) Ten (10) working days' absence of Coach from duty without the University's consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;

f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, the Conference, or the NCAA;

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, the Conference, or the NCAA, by any employees for whom Coach is administratively responsible, or a member of the Team; or

i) A violation of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, the Conference, or the NCAA, by any employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision of the violation and could have prevented it by such ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Head Coach, Director, or the Head Coach's

or the Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, the University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which Coach was employed.

5.2 Termination of Coach due to Resignation or Termination of Head Coach

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

5.3 Termination of Coach for Convenience of University.

5.3.1 At any time after commencement of this Agreement, the University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.3.2 In the event that the University terminates this Agreement for its own convenience, the University shall be obligated to pay to Coach, as liquidated damages and not a penalty, the "base salary" set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the Term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross

compensation deductions according to law. In addition, Coach will be entitled to continue the health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform the University within ten (10) business days of obtaining other employment and to advise the University of all relevant terms of such employment, including without limitation, the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise the University shall constitute a material breach of this Agreement and the University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair market value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to the University all compensation paid by the University after the date Coach obtains other employment, to which Coach is not entitled under this provision.

5.3.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Coach may lose certain benefits, supplemental compensation, or outside compensation relating to Coach's employment with the University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by the University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by the University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3.4 In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.4 <u>Termination by Coach for Convenience</u>.

5.4.1 Coach recognizes that Coach's promise to work for the University for the entire term of this Agreement is of the essence of this Agreement. Coach also recognizes that the University is making a highly valuable investment in Coach's employment by entering into this Agreement and that its investment would be lost were Coach to resign or otherwise terminate Coach's employment with the University before the end of the contract Term.

5.4.2 Coach may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective when mutually agreed upon after such written notice is given to the University. Such termination must occur at a time outside the Team's season (including NCAA post-season bowl competition) so as to minimize the impact on the program.

5.4.3 If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, the following sum if the termination occurs between March 1, 2018 and February 28, 2019, the sum of one-hundred thousand dollars ($100,000) or if the termination occurs between March 1, 2019 and the last game of the regular season and conference championship game (if applicable), the sum of fifty thousand dollars ($50,000). The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid. Provided, however, if Coach terminates this Agreement following the death or disability of the Head Coach, such termination will not be considered termination by Coach for convenience, and therefore no liquidated damages shall be owed by Coach to the University.

5.4.4 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by the University shall constitute adequate and reasonable compensation to the University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.4.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law Coach's right to receive all supplemental compensation and other payments and all accumulated annual leave.

5.5 Termination Due to Disability or Death of Coach.

5.5.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the Position, or dies.

5.5.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to Coach's estate or beneficiaries hereunder.

5.5.3 If this Agreement is terminated because Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which Coach is entitled by virtue of employment with the University.

5.6 Interference by Coach. In the event of suspension, reassignment or termination, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.7 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.8 Waiver of Rights. Because Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education Rule Manual (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures Manual, and University Policies.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this Agreement shall be subject to: the approval of the University's Board of Trustees, the Director, and the Head Coach; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules or policies regarding furloughs or financial exigency.

6.2 University Property. All personal property, material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the Term of this Agreement or its earlier

termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Head Coach.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in state district court in Ada County, Boise, Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Non-Confidentiality. Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by Coach. Coach further agrees that all documents and reports Coach is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Boise State University
Director of Athletics

	1910 University Drive Boise, Idaho 83725-1020
with a copy to:	Boise State University Office of the President 1910 University Drive Boise, Idaho 83725-1000
Coach:	Kent Riddle Last known address on file with University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of Coach's official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by the University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY		COACH	
_____		_____	
Curt Apsey, Director of Athletics	Date	Kent Riddle	Date
_____			
Dr. Robert Kustra, President	Date		

Approved by the Board on the _____ day of February, 2018.

Coach Kent Riddle Maximum Compensation Calculation - 2019-2020

			Yr 1
3.1.1a	Annual Base Salary	$	250,000.00
3.2.1	Additional Pay based on Performance	$	33,750.00
3.2.2	Additional Pay based on Academic Achievement	$	5,000.00
	Total Maximum potential annual compensation under Employment Agreement	$	288,750.00

Mountain West Conference Football Assistant Base Salaries

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	Mike Thiessen	Zak Hill	Dave Johnnson	Kalen DeBoer	Brian Smith	Matt Mumme	Calvin Magee	Jeff Horton	Kevin McGiven	Barney Cotton	David Yost	Brent Vigen
Offensive Coordinator Salary	NA	$300,000	NA	$310,000	$203,688	$203,322	$225,000	$219,576	$60,864	$229,517	$300,000	$300,000
Defensive Coordinator	John Rudzinski	Andy Avalos	John Jancek	Bert Watts	Corey Batoon	Jeff Casteel	Kevin Cosgrove	Zach Arnett	Derrick Odum	Tim Skipper	Frank Maile	Scottie Hazleton
Defensive Coordinator Salary	NA	$350,000	$333,125	NA	$203,688	$238,702	$200,000	NA	$311,052	$250,000	$235,000	$350,000
Assistant Coach Name 3	Steed Lobotzke	Kent Riddle	Ronnie Letson	Jamar Cain	Rick Logo	Angus McClure	Saga Tuitele	Mike Schmidt	Joe Bernadrdi	Garin Justice	Keith Patterson	Scott Fuchs
Assistant Coach Salary	NA	$250,000	$215,250	NA	$165,000	$195,700	$170,000	NA	$128,136	$216,300	$290,000	$180,000
Assistant Coach Name 4	Ben Miller	Brad Bedell	Keith Gilmore	Jamie Christian	Mark Weber	Dave Lockwood	Apollo Wright	Hunkie Cooper	Alonzo Carter	Travis Burkett	Luke Wells	Mike Grant
Assistant Coach Salary	NA	$250,000	$205,000	NA	$165,000	$143,170	$165,000	NA	$127,896	$154,500	$155,000	$150,000
Assistant Coach Name 5	Ron Vanderlinden	Eric Kiseau	Alvis Whitted	J.D. Williams	Andre Allen	Eric Scott	Stan Eggen	Blane Morgan	Ryan Gunderson	Al Simmons	Steve Farmer	Jake Dickert
Assistant Coach Salary	NA	$250,000	$184,500	NA	$165,000	$106,090	$150,000	NA	$128,136	$154,500	$155,000	$150,000
Assistant Coach Name 6	Jake Campbell	Gabe Franklin	Bryan Applewhite	Ryan Grubb	Craig Stutzmann	David White	Scott Baumgartner	Ernie Lawson	Joe Seumalo	Cedric Cormier	Jovon Bouknight	Pete Kaligis
Assistant Coach Salary	NA	$210,000	$179,375	NA	$165,000	$106,090	$148,125	NA	$118,680	$141,230	$155,000	$150,000
Assistant Coach Name 7	Matt Weikert	Lee Marks	Joe Cox	Kirby Moore	Abe Elimimian	Timmy Chang	Jordan Peterson	Doug Deakin	Bojay Filimoteua	Ron O'Dell	Stacy Collins	Michael Bath
Assistant Coach Salary	NA	$185,000	$179,375	NA	$165,000	$106,090	$149,500	NA	$111,516	$139,640	$145,000	$150,000
Assistant Coach Name 8	Taylor Stubblefield	Jeff Schmedding	Eric Lewis	Scott Thompson	Mark Banker	Jason Kaufusi	Clay Davie	Kevin McGarry	Kevin Cummings	Tony Samuel	Julius Brown	AJ Cooper
Assistant Coach Salary	NA	$175,000	$179,375	NA	$165,000	$106,090	$90,000	NA	$110,520	$137,917	$135,000	$150,000
Assistant Coach Name 9	Jordan Eason	Spencer Danielson	Chase Gibson	Lucas Gingold	Jacob Yoro	Tommy Perry	Perry Eliano	Demetrius Sumler	Aric Williams	Steve Irvin	DeAndre Smith	John Richardson
Assistant Coach Salary	NA	$160,000	$153,750	NA	$165,000	$106,090	$75,000	NA	$110,520	$135,960	$75,000	$150,000
Assistant Coach Name 10	Nick Jones	Jalil Brown	George Helow	Kenwick Thompson	Michael Ghobrial	Mike Chamoures	Archie McDaniel	Richard Sanchez	Fred Guidici	Eric Brown	Uani Unga	Gordie Haug
Assistant Coach Salary	NA	$140,000	$87,125	NA	$165,000	NA	NA	NA	$104,520	NA	$60,000	$82,042

Pulled from 12/20/2018 WinAD data

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State University (the University) and Bradley Bedell (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as an Assistant Coach (the Position) of its intercollegiate Football team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's 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 an Assistant Coach of the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as assistant coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Section 3.2 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed term appointment of twelve (12) months, commencing on March 1, 2019 and terminating, without further notice to Coach, on February 29, 2020 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 Idaho State Board of Education (Board). This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

a) An annual salary of $250,000 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the Board;

b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements; and

c) Assignment of one vehicle through the Department's trade-out program during the Term of this Agreement, subject to and according to the policy of the Board. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and

d) The opportunity to receive such employee benefits as the University's Department of Athletics (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.

Coach understands and agrees that financial conditions may require the President, in the President's discretion, to institute furloughs or to take such other actions consistent with Board policy as the President may determine to be necessary to meet such challenges. In the event of a furlough or other action, the actual salary paid to Coach may be less than the salary stated in Section 3.1.1(a) above.

3.2 Supplemental Compensation. Coach shall be eligible to receive supplemental compensation as follows:

3.2.1 Athletic Achievement Incentive Pay.

a) If the Team is the Mountain Division Champion, Coach may receive a $5,000 bonus.
b) If the Team participates in the Conference Championship Game, Coach may receive a $5,000 bonus.

c) If the Team is the Conference Champion, Coach may receive a $5,000 bonus.

In addition,

d) If the Team participates in a non-CFP bowl game, Coach may receive a $5,000 bonus**; and**

e) If the Team wins the non-CFP bowl game, Coach may receive a $5,000 bonus; **or**

f) If the Team participates in one of the six CFP (College Football Playoff) bowl games, Coach may 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 February 2020 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 for 2019-2020 is between 955-959, Coach may receive a sum of $2,000; **or**

b) If the annual APR rating for 2019-2020 is between 960-964, Coach may receive a sum of $3,000; **or**

c) If the annual APR rating for 2019-2020 is between 965-969, Coach may receive a sum of $4,000 **or**

d) If the annual APR rating for 2019-2020 is 970 or higher, Coach may 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 based on the factors listed above and such justification shall be separately reported to the Board as a document available to the public under the Idaho Public Records Act.

3.2.4. Employee agrees that the University has the priority right to operate athletic camps and/or clinics on its campus using University facilities.

a. If the University exercises its right to operate camps and/or clinics on campus, the University shall allow Coach the opportunity to earn supplemental compensation by assisting with the camps and/or clinics in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the camps and/or clinics. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the camps and/or clinics, the University shall pay Coach supplemental compensation.

b. If the University allows Coach to operate camps and/or clinics at the University, such operation shall be according to a written agreement which shall include conditions such as:

i. Coach compliance with all NCAA, Conference, and University rules and regulations related, directly or indirectly, to the operation of camps and/or clinics;

ii. Payment for the University's facilities.

iii. Provision proof of liability insurance.

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 University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with 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:

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 wellbeing;

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 with the policies, rules and regulations of the University, the Board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall 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 names or titles of employees whom Coach supervises are attached as Exhibit A. The applicable laws, policies, rules, and regulations include: (a) Board policies; (b) University's Policy Manual; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the Football conference of which the University is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would 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 use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).

4.3 Outside Income. In accordance with NCAA rules, 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 Board, the conference, or the NCAA.

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 prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

4.5 Disclosure of Serious Misconduct. Coach warrants that prior to the signing of this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused, investigated, convicted of or pled guilty or no contest to a felony or misdemeanor involving serious misconduct, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of sexual violence, domestic violence, dating violence, stalking, sexual exploitation, or any assault that employs the use of a deadly weapon or causes serious bodily injury.

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;

d) Ten (10) working days' absence of Coach from duty without the University's consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;

f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA;

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

i) A violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

j) The failure of Coach to disclose Serious Misconduct as required in Section 4.5 of this Agreement.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or 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.

5.1.5. In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.2. 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, 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 Board policy, IDAPA 08.01.01.et seq., and the University policies.

ARTICLE 6

6.1 Approval. This Agreement shall not be effective until and unless 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 Board, if required, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policies and University rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the courtesy car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. This Agreement and all documents and reports Coach is required to produce under this Agreement may be released and made available to the public by the University.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University:	Boise State University Director of Athletics 1910 University Drive Boise, Idaho 83725-1020
with a copy to:	Boise State University Office of the President 1910 University Drive Boise, Idaho 83725-1000
Coach:	Bradley Bedell Last known address on file with University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by the Board if required under Board Policy II.H.

6.16 Opportunity to Consult with Attorney. Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY

_____

Curt Apsey
Director of Athletics
Date:_____

_____

Martin E. Schimpf
Interim University President
Date:_____

COACH

_____

Bradley Bedell
Assistant Coach, Football
Date:_____

Approved by the Idaho State Board of Education on the _____ day of February, 2019.

~~Bedell Contract~~
~~2019 to 2020~~
~~2~~

~~Bedell Contract~~
~~2019 to 2020~~
~~2~~

~~(MODEL ATHLETICS SINGLE-YEAR CONTRACT)~~
~~(template adopted by Idaho State Board of Education, _____, 2018)~~

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State ~~(~~University (the University)~~College),~~ and Bradley Bedell~~_____~~ (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~(College)~~ shall employ Coach as an Assistant Coach (the Position)~~head coach~~ of its intercollegiate Football~~(Sport)~~ team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Head Coach~~University (College)'s Director~~ of the Team (the Head Coach~~Athletics (Director~~) or the Head Coach's~~Director's~~ designee. Coach shall abide by the reasonable instructions of Head Coach~~Director~~ or the Head Coach's~~Director's~~ designee and shall confer with the Head Coach~~Director~~ or the Head Coach's~~Director's~~ designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's Director of Athletics (the Director).~~University (College)'s Chief Executive Officer.~~

1.3. Duties. Coach shall serve as an Assistant Coach of~~manage and supervise~~ the Team and shall perform such other duties in the University's~~University (College)'s~~ athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University ~~(College)~~ shall have the right, at any time, to reassign Coach to duties at the University ~~(College)~~ other than as assistant~~head~~ coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Section 3.2~~Sections 3.2.1 through (depending on supplemental pay provisions used)~~ shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed term appointment of twelve (12~~(___~~) months, commencing on March 1, 2019~~_____~~ and terminating, without further notice to Coach, on February 29, 2020~~_____~~ unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University ~~(College)~~ and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of the Idaho State Board of Education (Board). This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University. ~~(College).~~

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University ~~(College)~~ shall provide to Coach:

a) An annual salary of $250,000~~$_____~~ per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures, and such salary increases as may be determined appropriate by the Director and President~~Chief Executive Officer~~ and approved by the Board;

b) The opportunity to receive such employee benefits as the University ~~(College)~~ provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements; ~~(, provided, however, in accordance with Board Policy II.H.6.b.ii, University (College) and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director~~[RK(1]~~);~~ and

c) Assignment of one vehicle through the Department's trade-out program during the Term of this Agreement, subject to and according to the policy of the Board. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and

d~~c~~) The opportunity to receive such employee benefits as the University's~~University (College)'s~~ Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

Coach understands[RK(2] and agrees that financial conditions may require the President~~Chief Executive Officer~~, in the President's~~Chief Executive Officer's~~ discretion, to institute furloughs or to take such other actions consistent with Board policy as the President~~Chief Executive Officer~~ may determine to be necessary to meet such challenges. In the event of a furlough or other action, the actual salary paid to Coach may be less than the salary stated in Section 3.1.1(a) above.

3.2 Supplemental Compensation. ~~Each year~~ Coach shall be eligible to receive supplemental compensation as follows:

3.2.1 Athletic Achievement Incentive Pay.

a) If ~~in an amount up to (amount or computation) based on~~ the ~~academic achievement and behavior of~~ Team is the Mountain Division Champion, ~~members. The determination of whether~~ Coach may~~will~~ receive a $5,000 bonus.

b) If ~~such supplemental compensation and the timing of~~ the Team participates in~~payment(s) shall be at~~ the Conference Championship Game, Coach may receive a $5,000 bonus.

c) If ~~discretion of~~ the Team is~~Chief Executive Officer in consultation with~~ the Conference Champion, Coach may receive a $5,000 bonus.

In addition,

d) If the Team participates in a non-CFP bowl game, Coach may receive a $5,000 bonus**; and**

e) If ~~Director and approved by the Board. The determination shall be based on~~ the Team wins the non-CFP bowl game, Coach may receive a $5,000 bonus; **or**

f) If the Team participates in one of the six CFP (College Football Playoff) bowl games, Coach may receive a bonus up to 7.5% of his annual base salary.

If Coach qualifies~~following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation~~ for Athletic Achievement Incentive Pay under this Section,~~all athletes, but particularly those who entered~~ the University will pay Coach on the first regular pay date in February 2020 if Coach is still employed by the ~~(College) as academically at risk students; the conduct of Team members on the~~ University on that date.

3.2.2. Academic Achievement Incentive Pay.

a) If the annual Academic Progress Rate ("APR") rating for 2019-2020 is between 955-959, Coach may receive a sum of $2,000; **or**

b) If the annual APR rating for 2019-2020 is between 960-964, Coach may receive a sum of $3,000; **or**

c) If the annual APR rating for 2019-2020 is between 965-969, Coach may receive a sum of $4,000 **or**

d) If the annual APR rating for 2019-2020 is 970 or higher, Coach may 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~~(College) campus, at authorized~~ 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.

~~3.2~~ ~~(College) activities, in the community, and elsewhere.~~ Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board as a document available to the public under the Idaho Public Records Act.

3.2.4. Employee agrees that the University has the priority right to operate athletic camps and/or clinics on its campus using University facilities.

a. If the University exercises its right to operate camps and/or clinics on campus, the University shall allow Coach the opportunity to earn supplemental compensation by assisting with the camps and/or clinics in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the camps and/or clinics. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the camps and/or clinics, the University shall pay Coach supplemental compensation.

b. If the University allows Coach to operate camps and/or clinics at the University, such operation shall be according to a written agreement which shall include conditions such as:

i. Coach compliance with all NCAA, Conference, and University rules and regulations related, directly or indirectly, to the operation of camps and/or clinics;

ii. Payment for the University's facilities.

iii. Provision proof of liability insurance.

3.3 Footwear; Apparel; Equipment. Coach agrees that the University ~~(College)~~ has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. 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 ~~(College). Coach recognizes that the University (College) is negotiating or has entered into an agreement with (Company Name) to supply the University (College) with athletic~~

~~footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s reasonable request, Coach will consult with appropriate parties concerning an (Company Name) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name), or give a lecture at an event sponsored in whole or in part by (Company Name), or make other educationally related appearances as may be reasonably requested by the University (College). Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head (Sport) coach. In order to avoid entering into an agreement with a competitor of (Company Name), Coach shall submit all outside consulting agreements to the University (College)~~ for review and approval prior to execution. Coach shall also report such outside income to the University ~~(College)~~ in accordance with Section 4.2 of this Agreement~~NCAA (or NAIA) rules~~. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, ~~including (Company Name),~~ and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.4 General Conditions of Compensation. All compensation provided by the University ~~(College)~~ to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University ~~(College)~~ to Coach, such fringe benefit shall be based only on the compensation provided pursuant to Section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

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 wellbeing;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University ~~(College)~~ and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws, and with the policies, rules and regulations of the University~~, (College),~~ the Board, the conference, and the NCAA; ~~(or NAIA);~~ supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has

reasonable cause to believe that any person or entity, including without limitation representatives of the University's~~University (College)'s~~ athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations, Coach must annually pass the NCAA Coaches Certification Test before having any off-campus contact with prospects. Coach shall cooperate fully with the University~~ (College)~~ and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit A. The applicable laws, policies, rules, and regulations include: (a) Board policies; (b) University's Policy~~University (College)'s (Faculty-Staff) Handbook; (c) University (College)'s Administrative Procedures~~ Manual; (c~~d~~) the policies of the Department; (d~~e~~) NCAA ~~(or NAIA)~~ rules and regulations; and (e~~f~~) the rules and regulations of the Football~~(Sport)~~ conference of which the University~~ (College)~~ is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would unreasonably~~otherwise~~ detract from those duties in any manner, or that, in the reasonable opinion of the University, the Department,~~ (College),~~ would reflect adversely upon the University ~~(College)~~ or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Head Coach and the Director, who may consult with the President~~Chief Executive Officer~~, enter into separate arrangements for outside activities and endorsements which are consistent with Coach'~~'~~s obligations under this Agreement. Coach shall report such outside income and business interests to the University in accordance with Section 4.3 of this Agreement. Coach may not use nor may Coach authorize third parties to use the University's~~the University (College)'s~~ name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).~~Chief Executive Officer.~~

4.3 Outside Income.~~NCAA (or NAIA) Rules.~~ In accordance with NCAA ~~(or NAIA)~~ rules, Coach shall obtain prior written approval from the University's President and the Director (such approval not to be unreasonably withheld)~~University (College)'s Chief Executive Officer~~ for all athletically-related and other business-~~-~~related income and benefits from sources outside the University ~~(College)~~ and shall report the source and amount of all such income and benefits in accordance with~~to the University (College)'s Chief Executive Officer whenever reasonably requested, but in no event less than annually before~~ the Department's Outside Income Reporting Form.~~close of business on June 30th of each year or the last regular University (College) work day preceding June 30th.~~ The report shall be in a format reasonably satisfactory to University. ~~(College).~~ In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University ~~(College)~~ booster club, University ~~(College)~~ alumni association, University~~ (College)~~ foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University,~~ (College),~~ the Board, the conference, or the NCAA. ~~(or NAIA).~~

4.4~~4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the~~

~~decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of Chief Executive Officer and the Board .~~

~~4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.~~

~~4.6~~ Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

4.5~~7~~ Disclosure of Serious Misconduct[RK(3]. Coach warrants that prior to the signing of this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused, investigated, convicted of or pled guilty or no contest to a felony or misdemeanor involving serious misconduct, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of sexual violence, domestic violence, dating violence, stalking, sexual exploitation, or any assault that employs the use of a deadly weapon or causes serious bodily injury.

~~4.8 Media Obligations[RK(4]. Coach must fully participate in media programs and public appearances (Programs) through the date of the Team's last regular season or post season competition. Agreements requiring Coach to participate in Programs related to Coach's duties as an employee of University (College) are the property of the University (College). The University (College) shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by Coach. Coach agrees to cooperate with the University (College) in order for the Programs to be successful and agrees to provide Coach's services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University (College)'s designated media outlets.~~

ARTICLE 5

5.1 Termination of Coach for Cause. The University ~~(College)~~ may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1[RK(5] In addition to the definitions contained in applicable rules and regulations, University ~~(College)~~ and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University; ~~(College);~~

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, ~~(College),~~ the Board, the conference or the NCAA, ~~(NAIA),~~ including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;

d) Ten (10) working days'~~'~~ absence of Coach from duty without the University's~~University (College)'s~~ consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's~~University (College)'s~~ judgment, reflect adversely on the University ~~(College)~~ or its athletic programs;

f) The failure of Coach to represent the University ~~(College)~~ and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA ~~(NAIA)~~ or the University ~~(College)~~ in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, ~~(College),~~ the Board, the conference, or the NCAA; ~~(NAIA);~~

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, ~~(College),~~ the Board, the conference, or the NCAA, ~~(NAIA),~~ by one of~~-~~ Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

i) A violation of any applicable law or the policies, rules or regulations of the University, ~~(College),~~ the Board, the conference, or the NCAA, ~~(NAIA),~~ by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

j) The failure of Coach to disclose Serious Misconduct as required in Section 4.5~~7~~ of this Agreement.[RK(6]

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University ~~(College)~~ as follows: before the effective date of the suspension,

reassignment, or termination, the Director or the Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, the University ~~(College)~~ shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's~~University (College)'s~~ obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University ~~(College)~~ shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA ~~(NAIA)~~ regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA ~~(NAIA)~~ enforcement procedures. This Section applies to violations occurring at the University ~~(College)~~ or at previous institutions at which Coach was employed.

5.1.5. In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.2. Termination of Coach due to Resignation or Termination of Head Coach

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's Term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

5.3 Termination due to Disability or Death of Coach.

5.3~~2~~.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's~~University (College)'s~~ disability insurance carrier, becomes unable to perform the essential functions of the Position~~position of head coach~~, or dies.

5.3~~2~~.2 If this Agreement is terminated because of Coach'~~'~~s death, Coach'~~'~~s salary and all other benefits shall terminate as of the last day worked, except that Coach'~~'~~s personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University ~~(College)~~ and due to Coach'~~'~~s estate or beneficiaries thereunder.

5.3~~2~~.3 If this Agreement is terminated because Coach becomes totally or permanently disabled as defined by the University's~~University (College)'s~~ disability insurance carrier, or becomes unable to perform the essential functions of the Position~~position of head coach~~, all salary and other benefits shall terminate, except that Coach shall be entitled to receive any compensation due or unpaid and any disability related benefits to which he is entitled by virtue of employment with the University~~. (College).~~

5.4~~3~~ Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's~~University (College)'s~~ student-athletes or otherwise obstruct the University's~~University (College)'s~~ ability to transact business or operate its intercollegiate athletics program.

5.5~~4~~ No Liability. The University~~ (College)~~ shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.6~~5~~ 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 ~~(College)~~ employees, if the University ~~(College)~~ suspends or reassigns Coach, or terminates this Agreement for good or adequate cause[JM7], Coach shall have all the rights provided for in this Agreement but hereby releases the University~~ (College)~~ from compliance with the notice, appeal, and similar employment related rights provided for in Board policy, IDAPA 08.01.01.et seq., and the University policies~~(College) (Faculty-Staff) Handbook~~.

ARTICLE 6

6.1 Approval. This Agreement shall not be effective until and unless 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 Board, if required, the President~~Chief Executive Officer~~, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policies and University ~~(College)~~ rules regarding financial exigency.

6.2 University ~~(College)~~ Property. All personal property (excluding vehicle(s) provided through the courtesy car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University ~~(College)~~ or developed by Coach on behalf of the University ~~(College)~~ or at the University's~~University (College)'s~~ direction or for the University's~~University (College)'s~~ use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University~~. (College).~~ Within twenty-four (24) hours of the expiration of the term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University. ~~(College).~~

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. This Agreement and all documents and reports Coach is required to produce under this Agreement may be released and made available to the public by the University. ~~(College).~~

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Boise State University
~~(College):~~ Director of Athletics
1910 University Drive
Boise, Idaho 83725-1020

with a copy to: Boise State University~~Chief Executive Officer~~
Office of the President
1910 University Drive
Boise, Idaho 83725-1000

Coach: Bradley Bedell
Last known address on file with
University's~~University (College)'s~~ Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. Coach shall not, without the University's~~University (College)'s~~ prior written consent in each case, use any name, trade name, trademark, or other designation of the University (~~College) (~~including contraction, abbreviation or simulation), except in the course and scope of his official University ~~(College)~~ duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by the Board if required under Board Policy II.H.

6.16 Opportunity to Consult with Attorney. Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY	COACH
Curt Apsey	Bradley Bedell
Director of Athletics	Assistant Coach, Football
Date:	Date:

_____

Martin E. Schimpf _____
Interim University President _
Date: _____

~~University (College)~~	~~Coach~~
~~Signature:~~ _____	~~Signature:~~ _____
~~Printed Name:~~ _____	~~Printed Name:~~ _____
~~Chief Executive Officer~~	
~~Date:~~ _____	~~Date:~~ _____

~~*~~Approved by the Idaho State Board of Education on the _____ day of February, 2019.~~_____.~~

~~[*Note: One (1) year employment agreements requiring Board approval are defined in Board Policy Section II.H.]~~

EMPLOYMENT AGREEMENT

This Employment Agreement (~~the "~~Agreement)~~")~~ is entered into ~~this _____ day of February, 2018 ("Effective Date")~~ by and between Boise State University (~~("~~the University)~~"),~~ and Bradley Bedell (~~("~~Coach).~~").~~

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as an~~the~~ Assistant Coach (the ~~"~~Position)~~")~~ of its intercollegiate Football team (~~the "~~Team).~~").~~ Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Head Coach of the Team (the ~~"~~Head Coach)~~")~~ or the Head Coach's designee. Coach shall abide by the reasonable instructions of Head Coach or the Head Coach's designee and shall confer with the Head Coach or the Head Coach's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's Director of Athletics (the ~~"~~Director).~~").~~

1.3. Duties. Coach shall serve as an~~the~~ Assistant Coach of~~for~~ the Team and shall perform such other duties in the University's athletic program as the Director~~Head Coach~~ may assign and as may be described elsewhere in this Agreement. The University ~~Coach~~ shall have the right, at any time, to reassign Coach to duties at the University other than as assistant coach of the Team, provided that ~~best of~~ Coach's compensation~~ability,~~ and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Section 3.2 shall cease~~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, 2019~~8~~ and terminating, without further notice to Coach, on February 29, 2020~~28, 2019 (the "Term")~~ unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of the Idaho State~~University's~~ Board of Education (Board).~~Trustees.~~ This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

a) An annual~~base~~ salary ~~in the amount~~ of $250,000 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the ~~Head Coach and~~ Director and President and approved by the ~~University's~~ Board ~~of Trustees~~;

b~~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, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements; and~~;~~

c~~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

d~~e~~) The opportunity to receive such employee benefits as the University's Department of Athletics (Department~~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.

Coach understands and agrees that financial conditions may require the President, in the President's discretion, to institute furloughs or to take such other actions consistent with Board policy as the President may determine to be necessary to meet such challenges. In the event of a furlough or other action, the actual salary paid to Coach may be less than the salary stated in Section 3.1.1(a) above.

3.2 ~~3.2~~ Supplemental Compensation. Coach shall be eligible to receive~~may earn~~ supplemental compensation as follows:

3.2.1~~.~~ Athletic Achievement Incentive Pay.

a) If the Team is the Mountain Division Champion, Coach may~~will~~ receive a $5,000 bonus.
b) If the Team participates in the Conference Championship Game, Coach may~~will~~ receive a $5,000 bonus.
c) If the Team is the Conference Champion, Coach may~~will~~ receive a $5,000 bonus.

In addition,
d) If the Team participates in a non-CFP bowl game, Coach may~~will~~ receive a $5,000 bonus**; and**
e) If the Team wins the non-CFP bowl game, Coach may~~will~~ receive a $5,000 bonus; **or**
f) If the Team participates in one of the six CFP (College Football Playoff) bowl games, Coach may~~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 2020 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 for 2019-2020 is between 955-959, Coach may~~will~~ receive a sum of $2,000; **or**
b) If the annual APR rating for 2019-2020 is between 960-964, Coach may~~will~~ receive a sum of $3,000; **or**
c) If the annual APR rating for 2019-2020 is between 965-969, Coach may~~will~~ receive a sum of $4,000 **or**
d) If the annual APR rating for 2019-2020 is 970 or higher, Coach may~~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 based on the factors listed above and such justification shall be separately report~~able~~ed to the Board~~ of Trustees~~ as a document available to the public under the Idaho Public Records Act.

3.2.4. Employee~~Coach~~ agrees that the University has the priority~~exclusive~~ right to operate athletic camps and/or clinics~~("Camps")~~ on its campus using University facilities.

a. If the University exercises its right to operate camps and/or clinics on campus, the~~The~~ University shall allow Coach the opportunity to earn supplemental compensation by assisting with the camps and/or clinics~~Camps~~ in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the camps and/or clinics.~~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 and/or clinics~~Camps~~, the University shall pay Coach supplemental compensation.

b. If the University allows Coach to operate camps and/or clinics at the University, such operation shall be according to a written agreement which shall include conditions such as:

i. Coach compliance with all NCAA, Conference, and University rules and regulations related, directly or indirectly, to the operation of camps and/or clinics;

ii. Payment for the University's facilities.

iii. Provision proof of liability insurance.

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 income~~interest~~ to the University in accordance with 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 S~~s~~ection 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 wellbeing~~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 with the policies, rules and regulations of the University, the ~~University's~~ Board ~~of Trustees~~, the conference, ~~of which the University is a member (the "Conference"),~~ and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director~~Head Coach~~ and to the Department's~~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 names or titles of employees whom Coach supervises are attached as Exhibit A. 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 policies~~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 Football conference of which the University is a member~~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 use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).

4.3 Outside Income. In accordance with NCAA rules, 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 Board, the conference, or the NCAA. ~~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.

4.5 Disclosure of Serious Misconduct. Coach warrants that prior to the signing of this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused, investigated, convicted of or pled guilty or no contest to a felony or misdemeanor involving serious misconduct, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of sexual violence, domestic violence, dating violence, stalking, sexual exploitation, or any assault that employs the use of a deadly weapon or causes serious bodily injury.

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and~~,~~ regulations ~~and policies~~.

5.1.1 In addition to the definitions contained in applicable rules and regulations~~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 A~~a~~greement 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 c~~C~~onference 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 c~~C~~onference, 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 c~~C~~onference, 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 c~~C~~onference, 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.

j) The failure of Coach to disclose Serious Misconduct as required in Section 4.5 of this Agreement.

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 S~~s~~ection applies to violations occurring at the University or at previous institutions at which Coach was employed.

5.1.5. In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.2. 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 policy, IDAPAof Education Rules (ID. ADMIN. CODE r. 08.01.01. -et seq.,.) and the Governing Policies and Procedures, and University pPolicies.

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, if required of Trustees, the President,Director and the DirectorHead Coach; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policiesof Trustees and University's rules or policies regarding furloughs or financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the courtesy car program),, material, and articles of information, including, without limitation, keys, credit cards, 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 tTerm of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the DirectorHead 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 courts of the state of~~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. This Agreement~~Coach hereby consents~~ and ~~agrees that this document may be released and made available to the public after it is signed by Coach. Coach further agrees that~~ all documents and reports Coach~~he~~ is required to produce under this Agreement may be released and made available to the public by~~at~~ the University. ~~University's sole discretion.~~

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Boise State University
Director of Athletics
1910 University Drive
Boise, Idaho 83725-1020

with a copy to: Boise State University
Office of the President
1910 University Drive

Boise, Idaho 83725-1000

Coach: Bradley Bedell
Last known address on file with
University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his~~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 of~~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 II.H.

6.16 Opportunity to Consult with Attorney. Coach acknowledges that Coach~~he~~ has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

~~IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.~~

UNIVERSITY

Curt Apsey
~~,~~ Director of Athletics
Date:

Martin E. Schimpf
Interim University

~~Dr. Robert Kustra,~~ President
Date:

COACH

Bradley Bedell
Assistant Coach, Football~~Bradley Bedell~~
Date:

Approved by the Idaho State Board of Education~~Trustees~~ on the _____ day of February, 2019~~8~~.

Coach Bradley Bedell Maximum Compensation Calculation - 2019-2020

			Yr 1
3.1.1a	Annual Base Salary	$	250,000.00
3.2.1	Additional Pay based on Performance	$	33,750.00
3.2.2	Additional Pay based on Academic Achievement	$	5,000.00
	Total Maximum potential annual compensation under Employment Agreement	$	288,750.00

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State University (the University) and Gabriel Franklin (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as an Assistant Coach (the Position) of its intercollegiate Football team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's 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 an Assistant Coach of the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as assistant coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Section 3.2 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed term appointment of twelve (12) months, commencing on March 1, 2019 and terminating, without further notice to Coach, on February 29, 2020 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 Idaho State Board of Education (Board). This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

a) An annual salary of $210,000 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the Board;

b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements; and

c) Assignment of one vehicle through the Department's trade-out program during the Term of this Agreement, subject to and according to the policy of the Board. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and

d) The opportunity to receive such employee benefits as the University's Department of Athletics (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.

Coach understands and agrees that financial conditions may require the President, in the President's discretion, to institute furloughs or to take such other actions consistent with Board policy as the President may determine to be necessary to meet such challenges. In the event of a furlough or other action, the actual salary paid to Coach may be less than the salary stated in Section 3.1.1(a) above.

3.2 Supplemental Compensation. Coach shall be eligible to receive supplemental compensation as follows:

3.2.1 Athletic Achievement Incentive Pay.

a) If the Team is the Mountain Division Champion, Coach may receive a $5,000 bonus.
b) If the Team participates in the Conference Championship Game, Coach may receive a $5,000 bonus.

c) If the Team is the Conference Champion, Coach may receive a $5,000 bonus.

In addition,

d) If the Team participates in a non-CFP bowl game, Coach may receive a $5,000 bonus**; and**

e) If the Team wins the non-CFP bowl game, Coach may receive a $5,000 bonus; **or**

f) If the Team participates in one of the six CFP (College Football Playoff) bowl games, Coach may 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 February 2020 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 for 2019-2020 is between 955-959, Coach may receive a sum of $2,000; **or**

b) If the annual APR rating for 2019-2020 is between 960-964, Coach may receive a sum of $3,000; **or**

c) If the annual APR rating for 2019-2020 is between 965-969, Coach may receive a sum of $4,000 **or**

d) If the annual APR rating for 2019-2020 is 970 or higher, Coach may 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 based on the factors listed above and such justification shall be separately reported to the Board as a document available to the public under the Idaho Public Records Act.

3.2.4. Employee agrees that the University has the priority right to operate athletic camps and/or clinics on its campus using University facilities.

a. If the University exercises its right to operate camps and/or clinics on campus, the University shall allow Coach the opportunity to earn supplemental compensation by assisting with the camps and/or clinics in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the camps and/or clinics. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the camps and/or clinics, the University shall pay Coach supplemental compensation.

b. If the University allows Coach to operate camps and/or clinics at the University, such operation shall be according to a written agreement which shall include conditions such as:

i. Coach compliance with all NCAA, Conference, and University rules and regulations related, directly or indirectly, to the operation of camps and/or clinics;

ii. Payment for the University's facilities.

iii. Provision proof of liability insurance.

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 University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with 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:

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 wellbeing;

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 with the policies, rules and regulations of the University, the Board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall 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 names or titles of employees whom Coach supervises are attached as Exhibit A. The applicable laws, policies, rules, and regulations include: (a) Board policies; (b) University's Policy Manual; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the Football conference of which the University is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would 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 use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).

4.3 Outside Income. In accordance with NCAA rules, 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 Board, the conference, or the NCAA.

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 prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

4.5 Disclosure of Serious Misconduct. Coach warrants that prior to the signing of this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused, investigated, convicted of or pled guilty or no contest to a felony or misdemeanor involving serious misconduct, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of sexual violence, domestic violence, dating violence, stalking, sexual exploitation, or any assault that employs the use of a deadly weapon or causes serious bodily injury.

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;

d) Ten (10) working days' absence of Coach from duty without the University's consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;

f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA;

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

i) A violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

j) The failure of Coach to disclose Serious Misconduct as required in Section 4.5 of this Agreement.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or 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.

5.1.5. In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.2. 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, 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 Board policy, IDAPA 08.01.01.et seq., and the University policies.

ARTICLE 6

6.1 Approval. This Agreement shall not be effective until and unless 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 Board, if required, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policies and University rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the courtesy car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. This Agreement and all documents and reports Coach is required to produce under this Agreement may be released and made available to the public by the University.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University:	Boise State University Director of Athletics 1910 University Drive Boise, Idaho 83725-1020
with a copy to:	Boise State University Office of the President 1910 University Drive Boise, Idaho 83725-1000
Coach:	Gabriel Franklin Last known address on file with University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by the Board if required under Board Policy II.H.

6.16 Opportunity to Consult with Attorney. Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY

_____

Curt Apsey
Director of Athletics
Date:_____

_____

Martin E. Schimpf
Interim University President
Date:_____

COACH

_____

Gabriel Franklin
Assistant Coach, Football
Date:_____

Approved by the Idaho State Board of Education on the _____ day of February, 2019.

~~Franklin Contract~~
~~2019 to 2020~~
~~2~~

~~(MODEL ATHLETICS SINGLE-YEAR CONTRACT)~~
~~(template adopted by Idaho State Board of Education, _____, 2018)~~

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State ~~(~~University (the University)~~College),~~ and Gabriel Franklin~~_____~~ (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~(College)~~ shall employ Coach as an Assistant Coach (the Position)~~head coach~~ of its intercollegiate Football~~(Sport)~~ team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Head Coach~~University (College)'s Director~~ of the Team (the Head Coach~~Athletics (Director~~) or the Head Coach's~~Director's~~ designee. Coach shall abide by the reasonable instructions of Head Coach~~Director~~ or the Head Coach's~~Director's~~ designee and shall confer with the Head Coach~~Director~~ or the Head Coach's~~Director's~~ designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's Director of Athletics (the Director).~~University (College)'s Chief Executive Officer.~~

1.3. Duties. Coach shall serve as an Assistant Coach of~~manage and supervise~~ the Team and shall perform such other duties in the University's~~University (College)'s~~ athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University ~~(College)~~ shall have the right, at any time, to reassign Coach to duties at the University ~~(College)~~ other than as assistant~~head~~ coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Section 3.2~~Sections 3.2.1 through (depending on supplemental pay provisions used)~~ shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed term appointment of twelve (12~~(___~~) months, commencing on March 1, 2019~~_____~~ and terminating, without further notice to Coach, on February 29, 2020~~_____~~ unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University ~~(College)~~ and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of the Idaho State Board of Education (Board). This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University. ~~(College).~~

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University ~~(College)~~ shall provide to Coach:

a) An annual salary of $210,000~~$_____~~ per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures, and such salary increases as may be determined appropriate by the Director and President~~Chief Executive Officer~~ and approved by the Board;

b) The opportunity to receive such employee benefits as the University ~~(College)~~ provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements; ~~(, provided, however, in accordance with Board Policy II.H.6.b.ii, University (College) and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director~~[RK(1]~~);~~ and

c) Assignment of one vehicle through the Department's trade-out program during the Term of this Agreement, subject to and according to the policy of the Board. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and

d~~e~~) The opportunity to receive such employee benefits as the University's~~University (College)'s~~ Department of Athletics (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.

Coach understands[RK(2] and agrees that financial conditions may require the President~~Chief Executive Officer~~, in the President's~~Chief Executive Officer's~~ discretion, to institute furloughs or to take such other actions consistent with Board policy as the President~~Chief Executive Officer~~ may determine to be necessary to meet such challenges. In the event of a furlough or other action, the actual salary paid to Coach may be less than the salary stated in Section 3.1.1(a) above.

3.2 Supplemental Compensation. ~~Each year~~ Coach shall be eligible to receive supplemental compensation as follows:

3.2.1 Athletic Achievement Incentive Pay.

a) If ~~in an amount up to (amount or computation) based on~~ the ~~academic achievement and behavior of~~ Team is the Mountain Division Champion, ~~members. The determination of whether~~ Coach may~~will~~ receive a $5,000 bonus.

b) If ~~such supplemental compensation and the timing of~~ the Team participates in~~payment(s) shall be at~~ the Conference Championship Game, Coach may receive a $5,000 bonus.

c) If ~~discretion of~~ the Team is~~Chief Executive Officer in consultation with~~ the Conference Champion, Coach may receive a $5,000 bonus.

In addition,

d) If the Team participates in a non-CFP bowl game, Coach may receive a $5,000 bonus**; and**

e) If ~~Director and approved by the Board. The determination shall be based on~~ the Team wins the non-CFP bowl game, Coach may receive a $5,000 bonus; **or**

f) If the Team participates in one of the six CFP (College Football Playoff) bowl games, Coach may receive a bonus up to 7.5% of his annual base salary.

If Coach qualifies~~following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation~~ for Athletic Achievement Incentive Pay under this Section,~~all athletes, but particularly those who entered~~ the University will pay Coach on the first regular pay date in February 2020 if Coach is still employed by the ~~(College) as academically at risk students; the conduct of Team members on the~~ University on that date.

3.2.2. Academic Achievement Incentive Pay.

a) If the annual Academic Progress Rate ("APR") rating for 2019-2020 is between 955-959, Coach may receive a sum of $2,000; **or**

b) If the annual APR rating for 2019-2020 is between 960-964, Coach may receive a sum of $3,000; **or**

c) If the annual APR rating for 2019-2020 is between 965-969, Coach may receive a sum of $4,000 **or**

d) If the annual APR rating for 2019-2020 is 970 or higher, Coach may 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~~(College) campus, at authorized~~ 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.

~~3.2~~ ~~(College) activities, in the community, and elsewhere.~~ Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board as a document available to the public under the Idaho Public Records Act.

3.2.4. Employee agrees that the University has the priority right to operate athletic camps and/or clinics on its campus using University facilities.

a. If the University exercises its right to operate camps and/or clinics on campus, the University shall allow Coach the opportunity to earn supplemental compensation by assisting with the camps and/or clinics in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the camps and/or clinics. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the camps and/or clinics, the University shall pay Coach supplemental compensation.

b. If the University allows Coach to operate camps and/or clinics at the University, such operation shall be according to a written agreement which shall include conditions such as:

i. Coach compliance with all NCAA, Conference, and University rules and regulations related, directly or indirectly, to the operation of camps and/or clinics;

ii. Payment for the University's facilities.

iii. Provision proof of liability insurance.

3.3 Footwear; Apparel; Equipment. Coach agrees that the University ~~(College)~~ has the exclusive right to select footwear, apparel and/or equipment for the use of its student~~-~~athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. 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 ~~(College)~~. ~~Coach recognizes that the University (College) is negotiating or has entered into an agreement with (Company Name) to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s reasonable request, Coach will consult with appropriate parties concerning an (Company Name)~~

~~product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name), or give a lecture at an event sponsored in whole or in part by (Company Name), or make other educationally related appearances as may be reasonably requested by the University (College). Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head (Sport) coach. In order to avoid entering into an agreement with a competitor of (Company Name), Coach shall submit all outside consulting agreements to the University (College)~~ for review and approval prior to execution. Coach shall also report such outside income to the University ~~(College)~~ in accordance with Section 4.2 of this Agreement~~NCAA (or NAIA) rules~~. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, ~~including (Company Name),~~ and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.4 General Conditions of Compensation. All compensation provided by the University ~~(College)~~ to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University ~~(College)~~ to Coach, such fringe benefit shall be based only on the compensation provided pursuant to Section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

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 wellbeing;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University ~~(College)~~ and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws, and with the policies, rules and regulations of the University, ~~(College),~~ the Board, the conference, and the NCAA; ~~(or NAIA);~~ supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department'~~'~~s Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's~~University (College)'s~~ athletic interests, has violated or is likely to violate any

such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations, Coach must annually pass the NCAA Coaches Certification Test before having any off-campus contact with prospects. Coach shall cooperate fully with the University (College) and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit A. The applicable laws, policies, rules, and regulations include: (a) Board policies; (b) University's PolicyUniversity (College)'s (Faculty-Staff) Handbook; (c) University (College)'s Administrative Procedures Manual; (cd) the policies of the Department; (de) NCAA (or NAIA) rules and regulations; and (ef) the rules and regulations of the Football(Sport) conference of which the University (College) is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would unreasonablyotherwise detract from those duties in any manner, or that, in the reasonable opinion of the University, the Department, (College), would reflect adversely upon the University (College) or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Head Coach and the Director, who may consult with the PresidentChief Executive Officer, enter into separate arrangements for outside activities and endorsements which are consistent with Coach'!s obligations under this Agreement. Coach shall report such outside income and business interests to the University in accordance with Section 4.3 of this Agreement. Coach may not use nor may Coach authorize third parties to use the University'sthe University (College)'s name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).Chief Executive Officer.

4.3 Outside Income.NCAA (or NAIA) Rules. In accordance with NCAA (or NAIA) rules, Coach shall obtain prior written approval from the University's President and the Director (such approval not to be unreasonably withheld)University (College)'s Chief Executive Officer for all athletically-related and other business--related income and benefits from sources outside the University (College) and shall report the source and amount of all such income and benefits in accordance withto the University (College)'s Chief Executive Officer whenever reasonably requested, but in no event less than annually before the Department's Outside Income Reporting Form.close of business on June 30th of each year or the last regular University (College) work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. (College). In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University (College) booster club, University (College) alumni association, University (College) foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, (College), the Board, the conference, or the NCAA. (or NAIA).

4.44.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of Chief Executive Officer and the Board .

~~4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.~~

~~4.6~~ Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

4.5~~7~~ Disclosure of Serious Misconduct[RK(3]. Coach warrants that prior to the signing of this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused, investigated, convicted of or pled guilty or no contest to a felony or misdemeanor involving serious misconduct, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of sexual violence, domestic violence, dating violence, stalking, sexual exploitation, or any assault that employs the use of a deadly weapon or causes serious bodily injury.

~~4.8 Media Obligations[RK(4]. Coach must fully participate in media programs and public appearances (Programs) through the date of the Team's last regular season or post season competition. Agreements requiring Coach to participate in Programs related to Coach's duties as an employee of University (College) are the property of the University (College). The University (College) shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by Coach. Coach agrees to cooperate with the University (College) in order for the Programs to be successful and agrees to provide Coach's services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University (College)'s designated media outlets.~~

ARTICLE 5

5.1 Termination of Coach for Cause. The University~~ (College)~~ may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1[RK(5] In addition to the definitions contained in applicable rules and regulations, University~~ (College)~~ and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University; ~~(College);~~

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, ~~(College),~~ the Board, the conference or the NCAA, ~~(NAIA),~~ including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;

d) Ten (10) working days'~~'~~ absence of Coach from duty without the University's~~University (College)'s~~ consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's~~University (College)'s~~ judgment, reflect adversely on the University ~~(College)~~ or its athletic programs;

f) The failure of Coach to represent the University ~~(College)~~ and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA ~~(NAIA)~~ or the University ~~(College)~~ in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, ~~(College),~~ the Board, the conference, or the NCAA; ~~(NAIA);~~

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, ~~(College),~~ the Board, the conference, or the NCAA, ~~(NAIA),~~ by one of ~~-~~ Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

i) A violation of any applicable law or the policies, rules or regulations of the University, ~~(College),~~ the Board, the conference, or the NCAA, ~~(NAIA),~~ by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

j) The failure of Coach to disclose Serious Misconduct as required in Section 4.5~~7~~ of this Agreement.[RK(6]

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University ~~(College)~~ as follows: before the effective date of the suspension, reassignment, or termination, the Director or the Director's designee shall provide Coach with

notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, the University ~~(College)~~ shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's~~University (College)'s~~ obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University ~~(College)~~ shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA ~~(NAIA)~~ regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA ~~(NAIA)~~ enforcement procedures. This Section applies to violations occurring at the University ~~(College)~~ or at previous institutions at which Coach was employed.

5.1.5. In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.2. Termination of Coach due to Resignation or Termination of Head Coach

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's Term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

5.3 Termination due to Disability or Death of Coach.

5.3~~2~~.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's~~University (College)'s~~ disability insurance carrier, becomes unable to perform the essential functions of the Position~~position of head coach~~, or dies.

5.3~~2~~.2 If this Agreement is terminated because of Coach'~~'~~s death, Coach'~~'~~s salary and all other benefits shall terminate as of the last day worked, except that Coach'~~'~~s personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University ~~(College)~~ and due to Coach'~~'~~s estate or beneficiaries thereunder.

5.3~~2~~.3 If this Agreement is terminated because Coach becomes totally or permanently disabled as defined by the University's~~University (College)'s~~ disability insurance carrier, or becomes unable to perform the essential functions of the Position~~position of head coach~~,

all salary and other benefits shall terminate, except that Coach shall be entitled to receive any compensation due or unpaid and any disability related benefits to which he is entitled by virtue of employment with the University. (College).

5.43 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University'sUniversity (College)'s student-athletes or otherwise obstruct the University'sUniversity (College)'s ability to transact business or operate its intercollegiate athletics program.

5.54 No Liability. The University (College) shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.65 Waiver of Rights. Because Coach is receiving the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University (College) employees, if the University (College) suspends or reassigns Coach, or terminates this Agreement for good or adequate cause[JM7], Coach shall have all the rights provided for in this Agreement but hereby releases the University (College) from compliance with the notice, appeal, and similar employment related rights provided for in Board policy, IDAPA 08.01.01.et seq., and the University policies(College) (Faculty-Staff) Handbook.

ARTICLE 6

6.1 Approval. This Agreement shall not be effective until and unless 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 Board, if required, the PresidentChief Executive Officer, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policies and University (College) rules regarding financial exigency.

6.2 University (College) Property. All personal property (excluding vehicle(s) provided through the courtesy car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University (College) or developed by Coach on behalf of the University (College) or at the University'sUniversity (College)'s direction or for the University'sUniversity (College)'s use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. (College). Within twenty-four (24) hours of the expiration of the term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University. ~~(College).~~

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. This Agreement and all documents and reports Coach is required to produce under this Agreement may be released and made available to the public by the University. ~~(College).~~

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Boise State University
~~(College):~~ Director of Athletics
1910 University Drive
Boise, Idaho 83725-1020

with a copy to: Boise State University~~Chief Executive Officer~~
Office of the President
1910 University Drive
Boise, Idaho 83725-1000

Coach: Gabriel Franklin
Last known address on file with
University's~~University (College)'s~~ Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. Coach shall not, without the University's~~University (College)'s~~ prior written consent in each case, use any name, trade name, trademark, or other designation of the University (~~College) (~~including contraction, abbreviation or simulation), except in the course and scope of his official University ~~(College)~~ duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by the Board if required under Board Policy II.H.

6.16 Opportunity to Consult with Attorney. Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY	COACH
Curt Apsey	Gabriel Franklin
Director of Athletics	Assistant Coach, Football
Date:	Date:

Martin E. Schimpf
Interim University President
Date:

~~**University (College)**~~	~~**Coach**~~
~~Signature:~~	~~Signature:~~
~~Printed Name:~~	~~Printed Name:~~
~~Chief Executive Officer~~	
~~Date:~~	~~Date:~~

~~*~~Approved by the Idaho State Board of Education on the _____ day of February, 2019.

~~[*Note: One (1) year employment agreements requiring Board approval are defined in Board Policy Section II.H.]~~

EMPLOYMENT AGREEMENT

This Employment Agreement (~~the "~~Agreement~~")~~) is entered into ~~this _____ day of February, 2018 ("Effective Date")~~ by and between Boise State University (~~("~~the University~~"),~~ and Gabriel Franklin (~~("~~Coach~~).").~~

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as an~~the~~ Assistant Coach (the ~~"~~Position~~")~~) of its intercollegiate Football team (~~the "~~Team~~).").~~ Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Head Coach of the Team (the ~~"~~Head Coach~~")~~) or the Head Coach's designee. Coach shall abide by the reasonable instructions of Head Coach or the Head Coach's designee and shall confer with the Head Coach or the Head Coach's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's Director of Athletics (the ~~"~~Director~~).").~~

1.3. Duties. Coach shall serve as an~~the~~ Assistant Coach of~~for~~ the Team and shall perform such other duties in the University's athletic program as the Director~~Head Coach~~ may assign and as may be described elsewhere in this Agreement. The University ~~Coach~~ shall have the right, at any time, to reassign Coach to duties at the University other than as assistant coach of the Team, provided that ~~best of~~ Coach's compensation~~ability,~~ and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Section 3.2 shall cease~~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, 2019~~8~~ and terminating, without further notice to Coach, on February 29, 2020~~28, 2019 (the "Term")~~ unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of the Idaho State~~University's~~ Board of Education (Board).~~Trustees.~~ This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

a) An annual~~base~~ salary ~~in the amount~~ of $210,000 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the ~~Head Coach and~~ Director and President and approved by the ~~University's~~ Board ~~of Trustees~~;

b~~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, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements; and~~;~~

c~~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

d~~e~~) The opportunity to receive such employee benefits as the University's Department of Athletics (Department~~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.

Coach understands and agrees that financial conditions may require the President, in the President's discretion, to institute furloughs or to take such other actions consistent with Board policy as the President may determine to be necessary to meet such challenges. In the event of a furlough or other action, the actual salary paid to Coach may be less than the salary stated in Section 3.1.1(a) above.

3.2 ~~3.2~~ Supplemental Compensation. Coach shall be eligible to receive~~may earn~~ supplemental compensation as follows:

3.2.1~~.~~ Athletic Achievement Incentive Pay.

a) If the Team is the Mountain Division Champion, Coach may~~will~~ receive a $5,000 bonus.
b) If the Team participates in the Conference Championship Game, Coach may~~will~~ receive a $5,000 bonus.
c) If the Team is the Conference Champion, Coach may~~will~~ receive a $5,000 bonus.

In addition,

d) If the Team participates in a non-CFP bowl game, Coach may~~will~~ receive a $5,000 bonus**; and**
e) If the Team wins the non-CFP bowl game, Coach may~~will~~ receive a $5,000 bonus; **or**
f) If the Team participates in one of the six CFP (College Football Playoff) bowl games, Coach may~~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 2020 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 for 2019-2020 is between 955-959, Coach may~~will~~ receive a sum of $2,000; **or**
b) If the annual APR rating for 2019-2020 is between 960-964, Coach may~~will~~ receive a sum of $3,000; **or**
c) If the annual APR rating for 2019-2020 is between 965-969, Coach may~~will~~ receive a sum of $4,000 **or**
d) If the annual APR rating for 2019-2020 is 970 or higher, Coach may~~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 based on the factors listed above and such justification shall be separately report~~able~~ed to the Board~~ of Trustees~~ as a document available to the public under the Idaho Public Records Act.

3.2.4. Employee~~Coach~~ agrees that the University has the priority~~exclusive~~ right to operate athletic camps and/or clinics~~("Camps")~~ on its campus using University facilities.

a. If the University exercises its right to operate camps and/or clinics on campus, the~~The~~ University shall allow Coach the opportunity to earn supplemental compensation by assisting with the camps and/or clinics~~Camps~~ in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the camps and/or clinics.~~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 and/or clinics~~Camps~~, the University shall pay Coach supplemental compensation.

b. If the University allows Coach to operate camps and/or clinics at the University, such operation shall be according to a written agreement which shall include conditions such as:

i. Coach compliance with all NCAA, Conference, and University rules and regulations related, directly or indirectly, to the operation of camps and/or clinics;

ii. Payment for the University's facilities.

iii. Provision proof of liability insurance.

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 income~~interest~~ to the University in accordance with 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 S~~s~~ection 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 wellbeing~~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 with the policies, rules and regulations of the University, the ~~University's~~ Board ~~of Trustees~~, the conference, ~~of which the University is a member (the "Conference"),~~ and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director~~Head Coach~~ and to the Department's~~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 names or titles of employees whom Coach supervises are attached as Exhibit A. 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 policies~~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 Football conference of which the University is a member~~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 use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).

4.3 Outside Income. In accordance with NCAA rules, 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 Board, the conference, or the NCAA. ~~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.

4.5 Disclosure of Serious Misconduct. Coach warrants that prior to the signing of this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused, investigated, convicted of or pled guilty or no contest to a felony or misdemeanor involving serious misconduct, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of sexual violence, domestic violence, dating violence, stalking, sexual exploitation, or any assault that employs the use of a deadly weapon or causes serious bodily injury.

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and~~,~~ regulations ~~and policies~~.

5.1.1 In addition to the definitions contained in applicable rules and regulations~~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 A~~a~~greement 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 c~~C~~onference 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 c~~C~~onference, 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 c~~C~~onference, 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 c~~C~~onference, 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.

j) The failure of Coach to disclose Serious Misconduct as required in Section 4.5 of this Agreement.

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 S~~s~~ection applies to violations occurring at the University or at previous institutions at which Coach was employed.

5.1.5. In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.2. 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 policy, IDAPA of Education Rules (ID. ADMIN. CODE r. 08.01.01. -et seq.,.) and the Governing Policies and Procedures, and University pPolicies.

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, if required of Trustees, the President,Director and the DirectorHead Coach; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policiesof Trustees and University's rules or policies regarding furloughs or financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the courtesy car program),, material, and articles of information, including, without limitation, keys, credit cards, 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 tTerm of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the DirectorHead 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 courts of the state of~~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. This Agreement~~Coach hereby consents~~ and ~~agrees that this document may be released and made available to the public after it is signed by Coach. Coach further agrees that~~ all documents and reports Coach~~he~~ is required to produce under this Agreement may be released and made available to the public by~~at~~ the University. ~~University's sole discretion.~~

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Boise State University
Director of Athletics
1910 University Drive
Boise, Idaho 83725-1020

with a copy to: Boise State University
Office of the President
1910 University Drive

Boise, Idaho 83725-1000

Coach: Gabriel Franklin
Last known address on file with
University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his~~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 of~~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 II.H.

6.16 Opportunity to Consult with Attorney. Coach acknowledges that Coach~~he~~ has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

~~IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.~~

UNIVERSITY

Curt Apsey
~~,~~ Director of Athletics
Date:

Martin E. Schimpf
Interim University

~~Dr. Robert Kustra,~~ President
Date:

COACH

Gabriel Franklin
Assistant Coach, Football~~Gabriel Franklin~~
Date:

Approved by the Idaho State Board of Education~~Trustees~~ on the _____ day of February, 2019~~8~~.

Coach Gabriel Franklin Maximum Compensation Calculation - 2019-2020

			Yr 1
3.1.1a	Annual Base Salary	$	210,000.00
3.2.1	Additional Pay based on Performance	$	30,750.00
3.2.2	Additional Pay based on Academic Achievement	$	5,000.00
	Total Maximum potential annual compensation under Employment Agreement	$	245,750.00

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State University (the University) and Lee Marks, Jr. (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as an Assistant Coach (the Position) of its intercollegiate Football team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's 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 an Assistant Coach of the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as assistant coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Section 3.2 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed term appointment of twelve (12) months, commencing on March 1, 2019 and terminating, without further notice to Coach, on February 29, 2020 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 Idaho State Board of Education (Board). This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

a) An annual salary of $185,000 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the Board;

b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements; and

c) Assignment of one vehicle through the Department's trade-out program during the Term of this Agreement, subject to and according to the policy of the Board. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and

d) The opportunity to receive such employee benefits as the University's Department of Athletics (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.

Coach understands and agrees that financial conditions may require the President, in the President's discretion, to institute furloughs or to take such other actions consistent with Board policy as the President may determine to be necessary to meet such challenges. In the event of a furlough or other action, the actual salary paid to Coach may be less than the salary stated in Section 3.1.1(a) above.

3.2 Supplemental Compensation. Coach shall be eligible to receive supplemental compensation as follows:

3.2.1 Athletic Achievement Incentive Pay.

a) If the Team is the Mountain Division Champion, Coach may receive a $5,000 bonus.
b) If the Team participates in the Conference Championship Game, Coach may receive a $5,000 bonus.

c) If the Team is the Conference Champion, Coach may receive a $5,000 bonus.

In addition,

d) If the Team participates in a non-CFP bowl game, Coach may receive a $5,000 bonus**; and**

e) If the Team wins the non-CFP bowl game, Coach may receive a $5,000 bonus; **or**

f) If the Team participates in one of the six CFP (College Football Playoff) bowl games, Coach may 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 February 2020 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 for 2019-2020 is between 955-959, Coach may receive a sum of $2,000; **or**

b) If the annual APR rating for 2019-2020 is between 960-964, Coach may receive a sum of $3,000; **or**

c) If the annual APR rating for 2019-2020 is between 965-969, Coach may receive a sum of $4,000 **or**

d) If the annual APR rating for 2019-2020 is 970 or higher, Coach may 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 based on the factors listed above and such justification shall be separately reported to the Board as a document available to the public under the Idaho Public Records Act.

3.2.4. Employee agrees that the University has the priority right to operate athletic camps and/or clinics on its campus using University facilities.

a. If the University exercises its right to operate camps and/or clinics on campus, the University shall allow Coach the opportunity to earn supplemental compensation by assisting with the camps and/or clinics in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the camps and/or clinics. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the camps and/or clinics, the University shall pay Coach supplemental compensation.

b. If the University allows Coach to operate camps and/or clinics at the University, such operation shall be according to a written agreement which shall include conditions such as:
   i. Coach compliance with all NCAA, Conference, and University rules and regulations related, directly or indirectly, to the operation of camps and/or clinics;
   ii. Payment for the University's facilities.
   iii. Provision proof of liability insurance.

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 University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with 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:

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 wellbeing;

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 with the policies, rules and regulations of the University, the Board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall 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 names or titles of employees whom Coach supervises are attached as Exhibit A. The applicable laws, policies, rules, and regulations include: (a) Board policies; (b) University's Policy Manual; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the Football conference of which the University is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would 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 use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval

not to be unreasonably withheld).

4.3 Outside Income. In accordance with NCAA rules, 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 Board, the conference, or the NCAA.

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 prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

4.5 Disclosure of Serious Misconduct. Coach warrants that prior to the signing of this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused, investigated, convicted of or pled guilty or no contest to a felony or misdemeanor involving serious misconduct, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of sexual violence, domestic violence, dating violence, stalking, sexual exploitation, or any assault that employs the use of a deadly weapon or causes serious bodily injury.

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;

d) Ten (10) working days' absence of Coach from duty without the University's consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;

f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA;

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

i) A violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

j) The failure of Coach to disclose Serious Misconduct as required in Section 4.5 of this Agreement.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or 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.

5.1.5. In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.2. 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, 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 Board policy, IDAPA 08.01.01.et seq., and the University policies.

ARTICLE 6

6.1 Approval. This Agreement shall not be effective until and unless 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 Board, if required, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policies and University rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the courtesy car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. This Agreement and all documents and reports Coach is required to produce under this Agreement may be released and made available to the public by the University.

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:	Lee Marks, Jr. 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 his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by the Board if required under Board Policy II.H.

6.16 Opportunity to Consult with Attorney. Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY

_____

Curt Apsey
Director of Athletics
Date:_____

_____

Martin E. Schimpf
Interim University President
Date:_____

COACH

_____

Lee Marks, Jr.
Assistant Coach, Football
Date:_____

Approved by the Idaho State Board of Education on the _____ day of February, 2019.

~~**(MODEL ATHLETICS SINGLE-YEAR CONTRACT)**~~
~~**(template adopted by Idaho State Board of Education, _____, 2018)**~~

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State ~~(~~University (the University)~~College),~~ and Lee Marks, Jr.~~_____~~ (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~(College)~~ shall employ Coach as an Assistant Coach (the Position)~~head coach~~ of its intercollegiate Football~~(Sport)~~ team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Head Coach~~University (College)'s Director~~ of the Team (the Head Coach~~Athletics (Director~~) or the Head Coach's~~Director's~~ designee. Coach shall abide by the reasonable instructions of Head Coach~~Director~~ or the Head Coach's~~Director's~~ designee and shall confer with the Head Coach~~Director~~ or the Head Coach's~~Director's~~ designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's Director of Athletics (the Director).~~University (College)'s Chief Executive Officer.~~

1.3. Duties. Coach shall serve as an Assistant Coach of~~manage and supervise~~ the Team and shall perform such other duties in the University's~~University (College)'s~~ athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University ~~(College)~~ shall have the right, at any time, to reassign Coach to duties at the University ~~(College)~~ other than as assistant~~head~~ coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Section 3.2~~Sections 3.2.1 through (depending on supplemental pay provisions used)~~ shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed term appointment of twelve (12~~(___~~) months, commencing on March 1, 2019~~_____~~ and terminating, without further notice to Coach, on February 29, 2020~~_____~~ unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University ~~(College)~~ and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of the Idaho State Board of Education (Board). This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University. ~~(College).~~

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University ~~(College)~~ shall provide to Coach:

a) An annual salary of $185,000~~$_____~~ per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures, and such salary increases as may be determined appropriate by the Director and President~~Chief Executive Officer~~ and approved by the Board;

b) The opportunity to receive such employee benefits as the University ~~(College)~~ provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements;~~ (, provided, however, in accordance with Board Policy II.H.6.b.ii, University (College) and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director);~~ and

c) Assignment of one vehicle through the Department's trade-out program during the Term of this Agreement, subject to and according to the policy of the Board. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and

d~~e~~) The opportunity to receive such employee benefits as the University's~~University (College)'s~~ Department of Athletics (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.

Coach understands and agrees that financial conditions may require the President~~Chief Executive Officer~~, in the President's~~Chief Executive Officer's~~ discretion, to institute furloughs or to take such other actions consistent with Board policy as the President~~Chief Executive Officer~~ may determine to be necessary to meet such challenges. In the event of a furlough or other action, the actual salary paid to Coach may be less than the salary stated in Section 3.1.1(a) above.

3.2 Supplemental Compensation. ~~Each year~~ Coach shall be eligible to receive supplemental compensation as follows:

3.2.1 Athletic Achievement Incentive Pay.

a) If ~~in an amount up to (amount or computation) based on~~ the ~~academic achievement and behavior of~~ Team is the Mountain Division Champion, ~~members. The determination of whether~~ Coach may~~will~~ receive a $5,000 bonus.

b) If ~~such supplemental compensation and the timing of~~ the Team participates in~~payment(s) shall be at~~ the Conference Championship Game, Coach may receive a $5,000 bonus.

c) If ~~discretion of~~ the Team is~~Chief Executive Officer in consultation with~~ the Conference Champion, Coach may receive a $5,000 bonus.

In addition,

d) If the Team participates in a non-CFP bowl game, Coach may receive a $5,000 bonus**; and**

e) If ~~Director and approved by the Board. The determination shall be based on~~ the Team wins the non-CFP bowl game, Coach may receive a $5,000 bonus; **or**

f) If the Team participates in one of the six CFP (College Football Playoff) bowl games, Coach may receive a bonus up to 7.5% of his annual base salary.

If Coach qualifies~~following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation~~ for Athletic Achievement Incentive Pay under this Section,~~all athletes, but particularly those who entered~~ the University will pay Coach on the first regular pay date in February 2020 if Coach is still employed by the ~~(College) as academically at risk students; the conduct of Team members on the~~ University on that date.

3.2.2. Academic Achievement Incentive Pay.

a) If the annual Academic Progress Rate ("APR") rating for 2019-2020 is between 955-959, Coach may receive a sum of $2,000; **or**

b) If the annual APR rating for 2019-2020 is between 960-964, Coach may receive a sum of $3,000; **or**

c) If the annual APR rating for 2019-2020 is between 965-969, Coach may receive a sum of $4,000 **or**

d) If the annual APR rating for 2019-2020 is 970 or higher, Coach may 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~~(College) campus, at authorized~~ 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.

~~3.2~~ ~~(College) activities, in the community, and elsewhere.~~ Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board as a document available to the public under the Idaho Public Records Act.

3.2.4. Employee agrees that the University has the priority right to operate athletic camps and/or clinics on its campus using University facilities.

a. If the University exercises its right to operate camps and/or clinics on campus, the University shall allow Coach the opportunity to earn supplemental compensation by assisting with the camps and/or clinics in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the camps and/or clinics. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the camps and/or clinics, the University shall pay Coach supplemental compensation.

b. If the University allows Coach to operate camps and/or clinics at the University, such operation shall be according to a written agreement which shall include conditions such as:

i. Coach compliance with all NCAA, Conference, and University rules and regulations related, directly or indirectly, to the operation of camps and/or clinics;

ii. Payment for the University's facilities.

iii. Provision proof of liability insurance.

3.3 Footwear; Apparel; Equipment. Coach agrees that the University ~~(College)~~ has the exclusive right to select footwear, apparel and/or equipment for the use of its student~~-~~athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. 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 ~~(College)~~. ~~Coach recognizes that the University (College) is negotiating or has entered into an agreement with (Company Name) to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s reasonable request, Coach will consult with appropriate parties concerning an (Company Name)~~

~~product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name), or give a lecture at an event sponsored in whole or in part by (Company Name), or make other educationally related appearances as may be reasonably requested by the University (College). Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head (Sport) coach. In order to avoid entering into an agreement with a competitor of (Company Name), Coach shall submit all outside consulting agreements to the University (College)~~ for review and approval prior to execution. Coach shall also report such outside income to the University ~~(College)~~ in accordance with Section 4.2 of this Agreement~~NCAA (or NAIA) rules~~. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, ~~including (Company Name),~~ and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.4 General Conditions of Compensation. All compensation provided by the University ~~(College)~~ to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University ~~(College)~~ to Coach, such fringe benefit shall be based only on the compensation provided pursuant to Section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

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 wellbeing;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University ~~(College)~~ and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws, and with the policies, rules and regulations of the University, ~~(College),~~ the Board, the conference, and the NCAA; ~~(or NAIA);~~ supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department'~~'~~s Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's~~University (College)'s~~ athletic interests, has violated or is likely to violate any

such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations, Coach must annually pass the NCAA Coaches Certification Test before having any off-campus contact with prospects. Coach shall cooperate fully with the University (College) and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit A. The applicable laws, policies, rules, and regulations include: (a) Board policies; (b) University's PolicyUniversity (College)'s (Faculty-Staff) Handbook; (c) University (College)'s Administrative Procedures Manual; (cd) the policies of the Department; (de) NCAA (or NAIA) rules and regulations; and (ef) the rules and regulations of the Football(Sport) conference of which the University (College) is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would unreasonablyotherwise detract from those duties in any manner, or that, in the reasonable opinion of the University, the Department, (College), would reflect adversely upon the University (College) or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Head Coach and the Director, who may consult with the PresidentChief Executive Officer, enter into separate arrangements for outside activities and endorsements which are consistent with Coach'!s obligations under this Agreement. Coach shall report such outside income and business interests to the University in accordance with Section 4.3 of this Agreement. Coach may not use nor may Coach authorize third parties to use the University'sthe University (College)'s name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).Chief Executive Officer.

4.3 Outside Income.NCAA (or NAIA) Rules. In accordance with NCAA (or NAIA) rules, Coach shall obtain prior written approval from the University's President and the Director (such approval not to be unreasonably withheld)University (College)'s Chief Executive Officer for all athletically-related and other business--related income and benefits from sources outside the University (College) and shall report the source and amount of all such income and benefits in accordance withto the University (College)'s Chief Executive Officer whenever reasonably requested, but in no event less than annually before the Department's Outside Income Reporting Form.close of business on June 30th of each year or the last regular University (College) work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. (College). In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University (College) booster club, University (College) alumni association, University (College) foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, (College), the Board, the conference, or the NCAA. (or NAIA).

4.44.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of Chief Executive Officer and the Board .

~~4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.~~

~~4.6~~ Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

4.5~~7~~ Disclosure of Serious Misconduct. Coach warrants that prior to the signing of this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused, investigated, convicted of or pled guilty or no contest to a felony or misdemeanor involving serious misconduct, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of sexual violence, domestic violence, dating violence, stalking, sexual exploitation, or any assault that employs the use of a deadly weapon or causes serious bodily injury.

~~4.8 Media Obligations. Coach must fully participate in media programs and public appearances (Programs) through the date of the Team's last regular season or post season competition. Agreements requiring Coach to participate in Programs related to Coach's duties as an employee of University (College) are the property of the University (College). The University (College) shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by Coach. Coach agrees to cooperate with the University (College) in order for the Programs to be successful and agrees to provide Coach's services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University (College)'s designated media outlets.~~

ARTICLE 5

5.1 Termination of Coach for Cause. The University ~~(College)~~ may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University ~~(College)~~ and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University; ~~(College);~~

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, ~~(College),~~ the Board, the conference or the NCAA, ~~(NAIA),~~ including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;

d) Ten (10) working days'~~'~~ absence of Coach from duty without the University's~~University (College)'s~~ consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's~~University (College)'s~~ judgment, reflect adversely on the University ~~(College)~~ or its athletic programs;

f) The failure of Coach to represent the University ~~(College)~~ and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA ~~(NAIA)~~ or the University ~~(College)~~ in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, ~~(College),~~ the Board, the conference, or the NCAA; ~~(NAIA);~~

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, ~~(College),~~ the Board, the conference, or the NCAA, ~~(NAIA),~~ by one of ~~-~~ Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

i) A violation of any applicable law or the policies, rules or regulations of the University, ~~(College),~~ the Board, the conference, or the NCAA, ~~(NAIA),~~ by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

j) The failure of Coach to disclose Serious Misconduct as required in Section 4.5~~7~~ of this Agreement.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University ~~(College)~~ as follows: before the effective date of the suspension, reassignment, or termination, the Director or the Director's designee shall provide Coach with

notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, the University ~~(College)~~ shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's~~University (College)'s~~ obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University ~~(College)~~ shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA ~~(NAIA)~~ regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA ~~(NAIA)~~ enforcement procedures. This Section applies to violations occurring at the University ~~(College)~~ or at previous institutions at which Coach was employed.

5.1.5. In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.2. Termination of Coach due to Resignation or Termination of Head Coach

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's Term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

5.3 Termination due to Disability or Death of Coach.

5.3~~2~~.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's~~University (College)'s~~ disability insurance carrier, becomes unable to perform the essential functions of the Position~~position of head coach~~, or dies.

5.3~~2~~.2 If this Agreement is terminated because of Coach'~~'~~s death, Coach'~~'~~s salary and all other benefits shall terminate as of the last day worked, except that Coach'~~'~~s personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University ~~(College)~~ and due to Coach'~~'~~s estate or beneficiaries thereunder.

5.3~~2~~.3 If this Agreement is terminated because Coach becomes totally or permanently disabled as defined by the University's~~University (College)'s~~ disability insurance carrier, or becomes unable to perform the essential functions of the Position~~position of head coach~~,

all salary and other benefits shall terminate, except that Coach shall be entitled to receive any compensation due or unpaid and any disability related benefits to which he is entitled by virtue of employment with the University. (College).

5.43 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University'sUniversity (College)'s student-athletes or otherwise obstruct the University'sUniversity (College)'s ability to transact business or operate its intercollegiate athletics program.

5.54 No Liability. The University (College) shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.65 Waiver of Rights. Because Coach is receiving the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University (College) employees, if the University (College) suspends or reassigns Coach, or terminates this Agreement for good or adequate cause, Coach shall have all the rights provided for in this Agreement but hereby releases the University (College) from compliance with the notice, appeal, and similar employment related rights provided for in Board policy, IDAPA 08.01.01.et seq., and the University policies(College) (Faculty-Staff) Handbook.

ARTICLE 6

6.1 Approval. This Agreement shall not be effective until and unless 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 Board, if required, the PresidentChief Executive Officer, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policies and University (College) rules regarding financial exigency.

6.2 University (College) Property. All personal property (excluding vehicle(s) provided through the courtesy car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University (College) or developed by Coach on behalf of the University (College) or at the University'sUniversity (College)'s direction or for the University'sUniversity (College)'s use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. (College). Within twenty-four (24) hours of the expiration of the term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University. ~~(College).~~

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. This Agreement and all documents and reports Coach is required to produce under this Agreement may be released and made available to the public by the University. ~~(College).~~

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Boise State University
~~(College):~~ Director of Athletics
1910 University Drive
Boise, Idaho 83725-1020

with a copy to: Boise State University~~Chief Executive Officer~~
Office of the President
1910 University Drive
Boise, Idaho 83725-1000

Coach: Lee Marks, Jr.
Last known address on file with
University's~~University (College)'s~~ Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. Coach shall not, without the University's~~University (College)'s~~ prior written consent in each case, use any name, trade name, trademark, or other designation of the University (~~College) (~~including contraction, abbreviation or simulation), except in the course and scope of his official University ~~(College)~~ duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by the Board if required under Board Policy II.H.

6.16 Opportunity to Consult with Attorney. Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY	COACH
Curt Apsey	Lee Marks, Jr.
Director of Athletics	Assistant Coach, Football
Date:	Date:

Martin E. Schimpf
Interim University President
Date:

~~**University (College)**~~	~~**Coach**~~
~~Signature:~~	~~Signature:~~
~~Printed Name:~~	~~Printed Name:~~
~~Chief Executive Officer~~	
~~Date:~~	~~Date:~~

~~*~~Approved by the Idaho State Board of Education on the _____ day of February, 2019.

~~[*Note: One (1) year employment agreements requiring Board approval are defined in Board Policy Section II.H.]~~

EMPLOYMENT AGREEMENT

This Employment Agreement (~~the "~~Agreement)~~")~~ is entered into ~~this _____ day of April, 2018 ("Effective Date")~~ by and between Boise State University (~~("~~the University)~~"),~~ and Lee Marks, Jr. (~~("~~Coach).~~").~~

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as an~~the~~ Assistant Coach (the ~~"~~Position)~~")~~ of its intercollegiate Football team (~~the "~~Team).~~").~~ Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Head Coach of the Team (the ~~"~~Head Coach)~~")~~ or the Head Coach's designee. Coach shall abide by the reasonable instructions of Head Coach or the Head Coach's designee and shall confer with the Head Coach or the Head Coach's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's Director of Athletics (the ~~"~~Director).~~").~~

1.3. Duties. Coach shall serve as an~~the~~ Assistant Coach of~~for~~ the Team and shall perform such other duties in the University's athletic program as the Director~~Head Coach~~ may assign and as may be described elsewhere in this Agreement. The University ~~Coach~~ shall have the right, at any time, to reassign Coach to duties at the University other than as assistant coach of the Team, provided that ~~best of~~ Coach's compensation~~ability,~~ and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Section 3.2 shall cease~~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~~ten (10~~) months, commencing on March 1, 2019 ~~April 22, 2018~~ and terminating, without further notice to Coach, on February 29, 2020~~28, 2019 (the "Term")~~ unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of the Idaho State~~University's~~ Board of Education (Board).~~Trustees.~~ This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

a) An annual~~base~~ salary ~~in the amount~~ of $1~~8~~75,000 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the ~~Head Coach and~~ Director and President and approved by the ~~University's~~ Board ~~of Trustees~~;

b) The opportunity to receive such employee benefits ~~calculated on the "base salary"~~ as the University provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements; and~~;~~

c) Assignment of one vehicle through the Department's trade-out program during the Term of this Agreement, subject to and according to the policy of the ~~University's~~ Board ~~of Trustees~~. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and

d) The opportunity to receive such employee benefits as the University's Department of Athletics (Department~~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.

Coach understands and agrees that financial conditions may require the President, in the President's discretion, to institute furloughs or to take such other actions consistent with Board policy as the President may determine to be necessary to meet such challenges. In the event of a furlough or other action, the actual salary paid to Coach may be less than the salary stated in Section 3.1.1(a) above.

3.2 ~~3.2~~ Supplemental Compensation. Coach shall be eligible to receive~~may earn~~ supplemental compensation as follows:

3.2.1~~.~~ Athletic Achievement Incentive Pay.

a) If the Team is the Mountain Division Champion, Coach may~~will~~ receive a $5,000 bonus.

b) If the Team participates in the Conference Championship Game, Coach may~~will~~ receive a $5,000 bonus.

c) If the Team is the Conference Champion, Coach may~~will~~ receive a $5,000 bonus.

In addition,

d) If the Team participates in a non-CFP bowl game, Coach may~~will~~ receive a $5,000 bonus**; and**

e) If the Team wins the non-CFP bowl game, Coach may~~will~~ receive a $5,000 bonus; **or**

f) If the Team participates in one of the six CFP (College Football Playoff) bowl games, Coach may~~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 2020 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 for 2019-2020 is between 955-959, Coach may~~will~~ receive a sum of $2,000; **or**

b) If the annual APR rating for 2019-2020 is between 960-964, Coach may~~will~~ receive a sum of $3,000; **or**

c) If the annual APR rating for 2019-2020 is between 965-969, Coach may~~will~~ receive a sum of $4,000 **or**

d) If the annual APR rating for 2019-2020 is 970 or higher, Coach may~~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 based on the factors listed

above and such justification shall be separately report~~able~~ed to the Board~~ of Trustees~~ as a document available to the public under the Idaho Public Records Act.

3.2.4. Employee~~Coach~~ agrees that the University has the priority~~exclusive~~ right to operate athletic camps and/or clinics~~("Camps")~~ on its campus using University facilities.

a. If the University exercises its right to operate camps and/or clinics on campus, the~~The~~ University shall allow Coach the opportunity to earn supplemental compensation by assisting with the camps and/or clinics~~Camps~~ in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the camps and/or clinics.~~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 and/or clinics~~Camps~~, the University shall pay Coach supplemental compensation.

b. If the University allows Coach to operate camps and/or clinics at the University, such operation shall be according to a written agreement which shall include conditions such as:

i. Coach compliance with all NCAA, Conference, and University rules and regulations related, directly or indirectly, to the operation of camps and/or clinics;

ii. Payment for the University's facilities.

iii. Provision proof of liability insurance.

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 income~~interest~~ to the University in accordance with 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 S~~s~~ection 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 wellbeing~~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 with the policies, rules and regulations of the University, the ~~University's~~ Board ~~of Trustees~~, the conference, ~~of which the University is a member (the "Conference"),~~ and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director~~Head Coach~~ and to the Department's~~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 names or titles of employees whom Coach supervises are attached as Exhibit A. 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 policies~~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 Football conference of which the University is a member~~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 use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).

4.3 Outside Income. In accordance with NCAA rules, 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 Board, the conference, or the NCAA. ~~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.

4.5 Disclosure of Serious Misconduct. Coach warrants that prior to the signing of this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused, investigated, convicted of or pled guilty or no contest to a felony or misdemeanor involving serious misconduct, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of sexual violence, domestic violence, dating violence, stalking, sexual exploitation, or any assault that employs the use of a deadly weapon or causes serious bodily injury.

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and~~,~~ regulations ~~and policies~~.

5.1.1 In addition to the definitions contained in applicable rules and regulations~~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 A~~a~~greement 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 c~~C~~onference 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 c~~C~~onference, 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 c~~C~~onference, 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 c~~C~~onference, 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.

j) The failure of Coach to disclose Serious Misconduct as required in Section 4.5 of this Agreement.

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 S~~s~~ection applies to violations occurring at the University or at previous institutions at which Coach was employed.

5.1.5. In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.2. 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 policy, IDAPAof Education Rules (ID. ADMIN. CODE r. 08.01.01. et seq.,) and the Governing Policies and Procedures, and University pPolicies.

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, if required of Trustees, the President,Director and the DirectorHead Coach; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policiesof Trustees and University's rules or policies regarding furloughs or financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the courtesy car program),, material, and articles of information, including, without limitation, keys, credit cards, 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 tTerm of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the DirectorHead 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 courts of the state of~~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. This Agreement~~Coach hereby consents~~ and ~~agrees that this document may be released and made available to the public after it is signed by Coach. Coach further agrees that~~ all documents and reports Coach~~he~~ is required to produce under this Agreement may be released and made available to the public by~~at~~ the University. ~~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:	Lee Marks, Jr.

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 his~~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 of~~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 II.H.

6.16 Opportunity to Consult with Attorney. Coach acknowledges that Coach~~he~~ has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

~~IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.~~

UNIVERSITY COACH

Curt Apsey
~~,~~Director of Athletics
Date:

Lee Marks, Jr.
Assistant Coach, Football~~Lee Marks~~
Date:

Martin E. Schimpf
Interim University

~~Dr. Robert Kustra,~~ President
Date:

Approved by the Idaho State Board of Education on the _____ day of February, 2019.

Coach Lee Marks Maximum Compensation Calculation - 2019-2020

			Yr 1
3.1.1a	Annual Base Salary	$	185,000.00
3.2.1	Additional Pay based on Performance	$	28,875.00
3.2.2	Additional Pay based on Academic Achievement	$	5,000.00
	Total Maximum potential annual compensation under Employment Agreement	$	218,875.00

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State University (the University) and Jeff Schmedding (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as an Assistant Coach (the Position) of its intercollegiate Football team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's 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 an Assistant Coach of the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as assistant coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Section 3.2 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed term appointment of twelve (12) months, commencing on March 1, 2019 and terminating, without further notice to Coach, on February 29, 2020 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 Idaho State Board of Education (Board). This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

a) An annual salary of $175,000 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the Board;

b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements; and

c) Assignment of one vehicle through the Department's trade-out program during the Term of this Agreement, subject to and according to the policy of the Board. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and

d) The opportunity to receive such employee benefits as the University's Department of Athletics (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.

Coach understands and agrees that financial conditions may require the President, in the President's discretion, to institute furloughs or to take such other actions consistent with Board policy as the President may determine to be necessary to meet such challenges. In the event of a furlough or other action, the actual salary paid to Coach may be less than the salary stated in Section 3.1.1(a) above.

3.2 Supplemental Compensation. Coach shall be eligible to receive supplemental compensation as follows:

3.2.1 Athletic Achievement Incentive Pay.

a) If the Team is the Mountain Division Champion, Coach may receive a $5,000 bonus.
b) If the Team participates in the Conference Championship Game, Coach may receive a $5,000 bonus.

c) If the Team is the Conference Champion, Coach may receive a $5,000 bonus.

In addition,

d) If the Team participates in a non-CFP bowl game, Coach may receive a $5,000 bonus**; and**

e) If the Team wins the non-CFP bowl game, Coach may receive a $5,000 bonus; **or**

f) If the Team participates in one of the six CFP (College Football Playoff) bowl games, Coach may 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 February 2020 if Coach is still employed by the University on that date.

3.2.2. Academic Achievement Incentive Pay.

School year 2018-2019

a) If the annual Academic Progress Rate ("APR") rating for 2018-2019 is between 955-959, Coach may receive a sum of $1,000; **or**

b) If the annual APR rating for 2018-2019 is between 960-964, Coach may receive a sum of $1,500; **or**

c) If the annual APR rating for 2018-2019 is between 965-969, Coach may receive a sum of $2,000 **or**

d) If the annual APR rating for 2018-2019 is 970 or higher, Coach may receive a sum of $2,500.

School year 2019-2020

e) If the annual Academic Progress Rate ("APR") rating for 2019-2020 is between 955-959, Coach may receive a sum of $2,000; **or**

f) If the annual APR rating for 2019-2020 is between 960-964, Coach may receive a sum of $3,000; **or**

g) If the annual APR rating for 2019-2020 is between 965-969, Coach may receive a sum of $4,000 **or**

h) If the annual APR rating for 2019-2020 is 970 or higher, Coach may 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 based on the factors listed above and such justification shall be separately reported to the Board as a document available to the public under the Idaho Public Records Act.

3.2.4. Employee agrees that the University has the priority right to operate athletic camps and/or clinics on its campus using University facilities.

a. If the University exercises its right to operate camps and/or clinics on campus, the University shall allow Coach the opportunity to earn supplemental compensation by assisting with the camps and/or clinics in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the camps and/or clinics. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the camps and/or clinics, the University shall pay Coach supplemental compensation.

b. If the University allows Coach to operate camps and/or clinics at the University, such operation shall be according to a written agreement which shall include conditions such as:
    i. Coach compliance with all NCAA, Conference, and University rules and regulations related, directly or indirectly, to the operation of camps and/or clinics;
    ii. Payment for the University's facilities.
    iii. Provision proof of liability insurance.

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 University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with 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:

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 wellbeing;

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 with the policies, rules and regulations of the University, the Board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall 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 names or titles of employees whom Coach supervises are attached as Exhibit A. The applicable laws, policies, rules, and regulations include: (a) Board policies; (b) University's Policy Manual; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the Football conference of which the University is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best

efforts to the performance of Coach's duties under this Agreement, that would 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 use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).

4.3 Outside Income. In accordance with NCAA rules, 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 Board, the conference, or the NCAA.

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 prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

4.5 Disclosure of Serious Misconduct. Coach warrants that prior to the signing of this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused, investigated, convicted of or pled guilty or no contest to a felony or misdemeanor involving serious misconduct, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of sexual violence, domestic violence, dating violence, stalking, sexual exploitation, or any assault that employs the use of a deadly weapon or causes serious bodily injury.

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;

d) Ten (10) working days' absence of Coach from duty without the University's consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;

f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA;

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

i) A violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

j) The failure of Coach to disclose Serious Misconduct as required in Section 4.5 of this Agreement.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or 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.

5.1.5. In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.2. 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, 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 Board policy, IDAPA 08.01.01.et seq., and the University policies.

ARTICLE 6

6.1 Approval. This Agreement shall not be effective until and unless 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 Board, if required, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policies and University rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the courtesy car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach.

The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. This Agreement and all documents and reports Coach is required to produce under this Agreement may be released and made available to the public by the University.

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:	Jeff Schmedding 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 his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by the Board if required under Board Policy II.H.

6.16 Opportunity to Consult with Attorney. Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY

_____

Curt Apsey
Director of Athletics
Date:_____

_____

Martin E. Schimpf
Interim University President
Date:_____

COACH

_____

Jeff Schmedding
Assistant Coach, Football
Date:_____

Approved by the Idaho State Board of Education on the _____ day of February, 2019.

~~(MODEL ATHLETICS SINGLE-YEAR CONTRACT)~~
~~(template adopted by Idaho State Board of Education, _____, 2018)~~

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State ~~(~~University (the University)~~College),~~ and Jeff Schmedding~~_____~~ (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~(College)~~ shall employ Coach as an Assistant Coach (the Position)~~head coach~~ of its intercollegiate Football~~(Sport)~~ team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Head Coach~~University (College)'s Director~~ of the Team (the Head Coach~~Athletics (Director~~) or the Head Coach's~~Director's~~ designee. Coach shall abide by the reasonable instructions of Head Coach~~Director~~ or the Head Coach's~~Director's~~ designee and shall confer with the Head Coach~~Director~~ or the Head Coach's~~Director's~~ designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's Director of Athletics (the Director).~~University (College)'s Chief Executive Officer.~~

1.3. Duties. Coach shall serve as an Assistant Coach of~~manage and supervise~~ the Team and shall perform such other duties in the University's~~University (College)'s~~ athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University ~~(College)~~ shall have the right, at any time, to reassign Coach to duties at the University ~~(College)~~ other than as assistant~~head~~ coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Section 3.2~~Sections 3.2.1 through (depending on supplemental pay provisions used)~~ shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed term appointment of twelve (12~~(___~~) months, commencing on March 1, 2019~~_____~~ and terminating, without further notice to Coach, on February 29, 2020~~_____~~ unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University ~~(College)~~ and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of the Idaho State Board of Education (Board). This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University. ~~(College).~~

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University ~~(College)~~ shall provide to Coach:

a) An annual salary of $175,000~~$_____~~ per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures, and such salary increases as may be determined appropriate by the Director and President~~Chief Executive Officer~~ and approved by the Board;

b) The opportunity to receive such employee benefits as the University ~~(College)~~ provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements;~~ (, provided, however, in accordance with Board Policy II.H.6.b.ii, University (College) and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director);~~ and

c) Assignment of one vehicle through the Department's trade-out program during the Term of this Agreement, subject to and according to the policy of the Board. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and

d~~e~~) The opportunity to receive such employee benefits as the University's~~University (College)'s~~ Department of Athletics (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.

Coach understands and agrees that financial conditions may require the President~~Chief Executive Officer~~, in the President's~~Chief Executive Officer's~~ discretion, to institute furloughs or to take such other actions consistent with Board policy as the President~~Chief Executive Officer~~ may determine to be necessary to meet such challenges. In the event of a furlough or other action, the actual salary paid to Coach may be less than the salary stated in Section 3.1.1(a) above.

3.2 Supplemental Compensation. ~~Each year~~ Coach shall be eligible to receive supplemental compensation as follows:

3.2.1 Athletic Achievement Incentive Pay.

a) If ~~in an amount up to (amount or computation) based on~~ the ~~academic achievement and behavior of~~ Team is the Mountain Division Champion, ~~members. The determination of whether~~ Coach may~~will~~ receive a $5,000 bonus.

b) If ~~such supplemental compensation and the timing of~~ the Team participates in~~payment(s) shall be at~~ the Conference Championship Game, Coach may receive a $5,000 bonus.

c) If ~~discretion of~~ the Team is~~Chief Executive Officer in consultation with~~ the Conference Champion, Coach may receive a $5,000 bonus.

In addition,

d) If the Team participates in a non-CFP bowl game, Coach may receive a $5,000 bonus**; and**

e) If ~~Director and approved by the Board. The determination shall be based on~~ the Team wins the non-CFP bowl game, Coach may receive a $5,000 bonus; **or**

f) If the Team participates in one of the six CFP (College Football Playoff) bowl games, Coach may receive a bonus up to 7.5% of his annual base salary.

If Coach qualifies~~following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation~~ for Athletic Achievement Incentive Pay under this Section,~~all athletes, but particularly those who entered~~ the University will pay Coach on the first regular pay date in February 2020 if Coach is still employed by the ~~(College) as academically at risk students; the conduct of Team members on the~~ University on that date.

3.2.2. Academic Achievement Incentive Pay.

School year 2018-2019

a) If the annual Academic Progress Rate ("APR") rating for 2018-2019 is between 955-959, Coach may receive a sum of $1,000; **or**

b) If the annual APR rating for 2018-2019 is between 960-964, Coach may receive a sum of $1,500; **or**

c) If the annual APR rating for 2018-2019 is between 965-969, Coach may receive a sum of $2,000 **or**

d) If the annual APR rating for 2018-2019 is 970 or higher, Coach may receive a sum of $2,500.

School year 2019-2020

e) If the annual Academic Progress Rate ("APR") rating for 2019-2020 is between 955-959, Coach may receive a sum of $2,000; **or**

f) If the annual APR rating for 2019-2020 is between 960-964, Coach may receive a sum of $3,000; **or**

g) If the annual APR rating for 2019-2020 is between 965-969, Coach may receive a sum of $4,000 **or**

h) If the annual APR rating for 2019-2020 is 970 or higher, Coach may 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~~(College) campus, at authorized~~ 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.

~~3.2~~ ~~(College) activities, in the community, and elsewhere.~~ Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board as a document available to the public under the Idaho Public Records Act.

3.2.4. Employee agrees that the University has the priority right to operate athletic camps and/or clinics on its campus using University facilities.

a. If the University exercises its right to operate camps and/or clinics on campus, the University shall allow Coach the opportunity to earn supplemental compensation by assisting with the camps and/or clinics in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the camps and/or clinics. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the camps and/or clinics, the University shall pay Coach supplemental compensation.

b. If the University allows Coach to operate camps and/or clinics at the University, such operation shall be according to a written agreement which shall include conditions such as:

i. Coach compliance with all NCAA, Conference, and University rules and regulations related, directly or indirectly, to the operation of camps and/or clinics;

ii. Payment for the University's facilities.
iii. Provision proof of liability insurance.

3.3 Footwear; Apparel; Equipment. Coach agrees that the University ~~(College)~~ has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. 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 ~~(College). Coach recognizes that the University (College) is negotiating or has entered into an agreement with (Company Name) to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s reasonable request, Coach will consult with appropriate parties concerning an (Company Name) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name), or give a lecture at an event sponsored in whole or in part by (Company Name), or make other educationally related appearances as may be reasonably requested by the University (College). Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head (Sport) coach. In order to avoid entering into an agreement with a competitor of (Company Name), Coach shall submit all outside consulting agreements to the University (College)~~ for review and approval prior to execution. Coach shall also report such outside income to the University ~~(College)~~ in accordance with Section 4.2 of this Agreement~~NCAA (or NAIA) rules~~. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, ~~including (Company Name),~~ and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.4 General Conditions of Compensation. All compensation provided by the University ~~(College)~~ to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University ~~(College)~~ to Coach, such fringe benefit shall be based only on the compensation provided pursuant to Section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

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 wellbeing;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University ~~(College)~~ and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws, and with the policies, rules and regulations of the University~~, (College),~~ the Board, the conference, and the NCAA~~; (or NAIA);~~ supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department~~'~~'s Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's~~University (College)'s~~ athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations, Coach must annually pass the NCAA Coaches Certification Test before having any off-campus contact with prospects. Coach shall cooperate fully with the University ~~(College)~~ and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit A. The applicable laws, policies, rules, and regulations include: (a) Board policies; (b) University's Policy~~University (College)'s (Faculty-Staff) Handbook; (c) University (College)'s Administrative Procedures~~ Manual; (c~~d~~) the policies of the Department; (d~~e~~) NCAA ~~(or NAIA)~~ rules and regulations; and (e~~f~~) the rules and regulations of the Football~~(Sport)~~ conference of which the University ~~(College)~~ is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would unreasonably~~otherwise~~ detract from those duties in any manner, or that, in the reasonable opinion of the University, the Department~~, (College),~~ would reflect adversely upon the University ~~(College)~~ or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Head Coach and the Director, who may consult with the President~~Chief Executive Officer~~, enter into separate arrangements for outside activities and endorsements which are consistent with Coach~~'~~'s obligations under this Agreement. Coach shall report such outside income and business interests to the University in accordance with Section 4.3 of this Agreement. Coach may not use nor may Coach authorize third parties to use the University's~~the University (College)'s~~ name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).~~Chief Executive Officer.~~

4.3 Outside Income.~~NCAA (or NAIA) Rules.~~ In accordance with NCAA ~~(or NAIA)~~ rules, Coach shall obtain prior written approval from the University's President and the Director (such approval not to be unreasonably withheld)~~University (College)'s Chief Executive Officer~~ for all athletically-related and other business~~-~~related income and benefits from sources outside the

University ~~(College)~~ and shall report the source and amount of all such income and benefits in accordance with~~to the University (College)'s Chief Executive Officer whenever reasonably requested, but in no event less than annually before~~ the Department's Outside Income Reporting Form.~~close of business on June 30th of each year or the last regular University (College) work day preceding June 30th.~~ The report shall be in a format reasonably satisfactory to University. ~~(College).~~ In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University ~~(College)~~ booster club, University ~~(College)~~ alumni association, University ~~(College)~~ foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, ~~(College),~~ the Board, the conference, or the NCAA. ~~(or NAIA).~~

4.4~~4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of Chief Executive Officer and the Board~~.

~~4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.~~

~~4.6~~ Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

4.5~~7~~ Disclosure of Serious Misconduct. Coach warrants that prior to the signing of this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused, investigated, convicted of or pled guilty or no contest to a felony or misdemeanor involving serious misconduct, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of sexual violence, domestic violence, dating violence, stalking, sexual exploitation, or any assault that employs the use of a deadly weapon or causes serious bodily injury.

~~4.8 Media Obligations. Coach must fully participate in media programs and public appearances (Programs) through the date of the Team's last regular season or post season competition. Agreements requiring Coach to participate in Programs related to Coach's duties as an employee of University (College) are the property of the University (College). The University (College) shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by Coach. Coach agrees to cooperate with the University (College) in order for the Programs to be successful and agrees to provide Coach's services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news~~

~~segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University (College)'s designated media outlets.~~

ARTICLE 5

5.1 Termination of Coach for Cause. The University ~~(College)~~ may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University ~~(College)~~ and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University; ~~(College);~~

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, ~~(College),~~ the Board, the conference or the NCAA, ~~(NAIA),~~ including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;

d) Ten (10) working days'~~'~~ absence of Coach from duty without the University's~~University (College)'s~~ consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's~~University (College)'s~~ judgment, reflect adversely on the University ~~(College)~~ or its athletic programs;

f) The failure of Coach to represent the University ~~(College)~~ and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA ~~(NAIA)~~ or the University ~~(College)~~ in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, ~~(College),~~ the Board, the conference, or the NCAA; ~~(NAIA);~~

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, ~~(College),~~ the Board, the

conference, or the NCAA, ~~(NAIA),~~ by one of ~~-~~ Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

i) A violation of any applicable law or the policies, rules or regulations of the University, ~~(College),~~ the Board, the conference, or the NCAA, ~~(NAIA),~~ by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

j) The failure of Coach to disclose Serious Misconduct as required in Section 4.5~~7~~ of this Agreement.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University ~~(College)~~ as follows: before the effective date of the suspension, reassignment, or termination, the Director or the Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, the University ~~(College)~~ shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's~~University (College)'s~~ obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University ~~(College)~~ shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA ~~(NAIA)~~ regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA ~~(NAIA)~~ enforcement procedures. This Section applies to violations occurring at the University ~~(College)~~ or at previous institutions at which Coach was employed.

5.1.5. In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.2. Termination of Coach due to Resignation or Termination of Head Coach

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's Term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

5.3 Termination due to Disability or Death of Coach.

5.3~~2~~.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's~~University (College)'s~~ disability insurance carrier, becomes unable to perform the essential functions of the Position~~position of head coach~~, or dies.

5.3~~2~~.2 If this Agreement is terminated because of Coach'~~'~~s death, Coach'~~'~~s salary and all other benefits shall terminate as of the last day worked, except that Coach'~~'~~s personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University ~~(College)~~ and due to Coach'~~'~~s estate or beneficiaries thereunder.

5.3~~2~~.3 If this Agreement is terminated because Coach becomes totally or permanently disabled as defined by the University's~~University (College)'s~~ disability insurance carrier, or becomes unable to perform the essential functions of the Position~~position of head coach~~, all salary and other benefits shall terminate, except that Coach shall be entitled to receive any compensation due or unpaid and any disability related benefits to which he is entitled by virtue of employment with the University. ~~(College)~~.

5.4~~3~~ Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's~~University (College)'s~~ student-athletes or otherwise obstruct the University's~~University (College)'s~~ ability to transact business or operate its intercollegiate athletics program.

5.5~~4~~ No Liability. The University ~~(College)~~ shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.6~~5~~ 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 ~~(College)~~ employees, if the University ~~(College)~~ suspends or reassigns Coach, or terminates this Agreement for good or adequate cause, Coach shall have all the rights provided for in this Agreement but hereby releases the University ~~(College)~~ from compliance with the notice, appeal, and similar employment related rights provided for in Board policy, IDAPA 08.01.01.et seq., and the University policies~~(College) (Faculty-Staff) Handbook~~.

ARTICLE 6

6.1 Approval. This Agreement shall not be effective until and unless 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 Board, if required, the President~~Chief Executive Officer~~, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policies and University ~~(College)~~ rules regarding financial exigency.

6.2 University ~~(College)~~ Property. All personal property (excluding vehicle(s) provided through the courtesy car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University ~~(College)~~ or developed by Coach on behalf of the University ~~(College)~~ or at the University's~~University (College)'s~~ direction or for the University's~~University (College)'s~~ use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. ~~(College).~~ Within twenty-four (24) hours of the expiration of the term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University. ~~(College).~~

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. This Agreement and all documents and reports Coach is required to produce under this Agreement may be released and made available to the public by the University. ~~(College).~~

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the

parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Boise State University
~~(College):~~ Director of Athletics
1910 University Drive
Boise, Idaho 83725-1020

with a copy to: Boise State University~~Chief Executive Officer~~
Office of the President
1910 University Drive
Boise, Idaho 83725-1000

Coach: Jeff Schmedding
Last known address on file with
University's~~University (College)'s~~ Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. Coach shall not, without the University's~~University (College)'s~~ prior written consent in each case, use any name, trade name, trademark, or other designation of the University (~~College) (~~including contraction, abbreviation or simulation), except in the course and scope of his official University ~~(College)~~ duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by the Board if required under Board Policy II.H.

6.16 Opportunity to Consult with Attorney. Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases,

the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY COACH

Curt Apsey
Director of Athletics
Date:

Jeff Schmedding
Assistant Coach, Football
Date:

Martin E. Schimpf
Interim University President
Date:

~~**University (College)**~~

~~Signature:~~
~~Printed Name:~~
~~Chief Executive Officer~~
~~Date:~~

~~**Coach**~~

~~Signature:~~
~~Printed Name:~~

~~Date:~~

~~*~~Approved by the Idaho State Board of Education on the _____ day of February, 2019.~~_____~~.

~~[*Note: One (1) year employment agreements requiring Board approval are defined in Board Policy Section II.H.]~~

Coach Jeff Schmedding Maximum Compensation Calculation - 2019-2020

			Yr 1
3.1.1a	Annual Base Salary	$	175,000.00
3.2.1	Additional Pay based on Performance	$	28,125.00
3.2.2	Additional Pay based on Academic Achievement	$	5,000.00
	Total Maximum potential annual compensation under Employment Agreement	$	208,125.00

BOISE STATE UNIVERSITY

SUBJECT

Contract extension for Athletic Director

REFERENCE

June 2015	Idaho State Board of Education (Board) approved five year contract for Athletic Director Curt Apsey at a Special Board Meeting on June 23, 2015

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.H.

ALIGNMENT WITH STRATEGIC PLAN

Athletic contracts are a non-strategic, Board governance agenda item.

BACKGROUND/DISCUSSION

Boise State University (BSU) is requesting approval of a one year extension to Athletic Director Curt Apsey's employment contract. Mr. Apsey's current contract was approved by the Board in June of 2015 and is slated to expire in July 2020. The proposed extension would extend the term of the agreement through July of 2021.

The terms of the proposed extension remain unchanged from the current agreement. The liquidated damages provision of the proposed agreement mirrors that of the existing agreement in that if Mr. Apsey terminates the agreement for convenience in its final year, he will owe BSU $50,000.

Although unchanged by the proposed extension, the contract's incentive payment schedule follows:

Academic incentive pay is based on department-wide annual APR scores and may be earned as follows:

APR Score	Incentive Pay
970-979	$10,000
980-989	$15,000
990-999	$20,000
1000	$25,000

Athletic incentive pay shall be based on the National Association of Directors of Collegiate Athletics (NACDA) Director's Cup National Sports Award final year end rankings:

Department Rank	Incentive Pay
Top 25	$15,000
Top 40	$10,000
Top 60	$ 5,000

For Football Bowl Game Appearances:

CPF New Year's Six Game	$30,000
Non CPF bowl game	$20,000

Additional Incentive Compensation: The following are cumulative; however, the total payment of the additional incentives listed below has an annual cap of $50,000:

(a) If the single semester grade point average for the student-athletes collectively in a given semester is 3.0 or higher, the Athletic Director shall receive $7,500 per semester, not to exceed $15,000 per academic year. This payment may be earned for the fall and spring semesters only.
(b) If the Football team wins or ties for the conference divisional championship, the Athletic Director shall receive $7,500.
(c) If the Football teams wins a conference football championship game, the Athletic Director shall receive $10,000
(d) If the men's basketball team either reaches 18 regular season wins or reaches postseason play, the Athletic Director shall receive $10,000.
(e) If the women's soccer team, the women's volleyball team, the women's basketball team, the women's gymnastics team, or the women's softball team reaches postseason play, the Athletic Director shall receive $7,500. The maximum payment per year is $7,500 whether one or all five teams reach postseason competition.

IMPACT

The contract is similar to the standard issued by Boise State University for its Athletic Directors and has the same base and incentive pay terms.

ATTACHMENTS

Attachment 1 – Proposed Contract Amendment
Attachment 2 – Redline to Current Contract with Proposed Amendment
Attachment 3 – Maximum Compensation Calculation
Attachment 4 – APR Summary
Attachment 5 – Base Salary and Incentive Comparison
Attachment 6 – Liquidated Damages Comparison

STAFF COMMENTS AND RECOMMENDATIONS

The proposed contract only makes a change to the term of the contract. The maximum compensation has not been amended from the original contract to this proposed version.

Mr. Apsey currently has a liquidated damages provision of $100,000 in his contract. Under the original contract that amount would be reduced to $50,000 on July 1, 2019. Under the proposed contract, the liquidated damages would remain at $100,000 until July 1, 2020.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to enter into a one year extension of Athletic Director Curt Apsey's employment contract as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is entered into by and between Boise State University (the "University"), and Curt Apsey ("Athletic Director").

ARTICLE 1

1.1 Employment. Subject to the terms and conditions of this Agreement, the University shall employ Curt Apsey as the Athletic Director of its intercollegiate athletics program (the "Program"). Athletic Director represents and warrants that he is fully qualified to serve, and is available for employment in this capacity.

1.2 Reporting Relationship. Athletic Director shall report and be responsible directly to the University's President (the "President"). Athletic Director shall abide by the instructions of the President and shall confer with the President as necessary on administrative and technical matters.

1.3 Duties. Athletic Director shall manage and supervise the Program and shall perform such other duties as the President may assign and as may be described elsewhere in this Agreement. The University shall have the right, upon written approval by Athletic Director, to reassign Athletic Director to duties at the University other than as Athletic Director, provided that Athletic Director's compensation and benefits shall not be affected by such reassignment, except that the opportunity to earn supplemental compensation and incentives as provided in section 3.1.3 shall cease.

ARTICLE 2

2.1 Term. This Agreement is for a fixed-term appointment commencing on February ____, 2019 and terminating, without further notice to either party, on July 31, 2021 (the "Term") unless terminated sooner 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 Athletic Director, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of the State Board of Education acting as the Board of Trustees of Boise State University. This Agreement in no way grants to Athletic Director a claim to tenure in employment, nor shall Athletic Director's service pursuant to this Agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Compensation.

3.1.1 In consideration of Athletic Director's services and satisfactory performance of this Agreement, the University shall provide to Athletic Director compensation as set forth herein. Accompanying such compensation shall be:

a) Athletic Director shall receive such employee benefits as the University provides generally to non-faculty professional staff employees; and

b) Athletic Director shall receive such employee benefits as the University's Department of Athletics (the "Department") provides generally to its employees of a comparable level. Athletic Director hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.1.2 Base Salary: The University shall pay Athletic Director a Base Salary of $360,000 per year (prorated for partial years) of this Agreement. Additionally, the Base Salary may increase annually (not to exceed 10% annually) at the sole discretion of the President after determination by the President that the annual goals the President sets for Athletic Director are successfully achieved. Provided, however, that any such increases shall be subject to the approval of the University's Board of Trustees.

3.1.3. In addition to the Base Salary, the University shall pay Athletic Director Incentive Compensation as set forth below. Such payments shall be made within forty-five (45) days of the occurrence of the event (or in the case of the grade point average, after all finalized grades are posted) where the incentive criteria was met and Athletic Director must remain continuously employed through the payment date to receive such payments.

(a) For Overall Department Athletic Performance: For the National Association of Directors of Collegiate Athletics (NACDA) Director's Cup National Sports Award final year end rankings:

Department Rank	Incentive Pay
Top 25	$15,000
Top 40	$10,000
Top 60	$5,000

(b) For Academic Performance: As long as the annual departmental average National Collegiate Athletic Association ("NCAA") Academic Progress Rate ("APR") scores meet the following levels, the following applicable incentive payments will be paid by the University:

Department APR Score	Incentive pay
970-979	$10,000
980-989	$15,000
990-999	$20,000
1000	$25,000

(c) For Football Bowl Game Appearances: If the University men's football team plays in an NCAA approved post-season bowl game, the following incentive payments will be made by the University:

College Football Playoff (CFP) New Year's Six game = $30,000
Non CFP bowl game = $20,000

(d) Additional Incentive Compensation

1. If the single semester grade point average for the student-athletes collectively in a given semester is 3.0 or higher, Athletic Director shall receive $7,500 per semester, not to exceed $15,000 per academic year. This payment may be earned for the fall and spring semesters only, summer or intersession times are not considered except when intersession classes are transcripted as part of the fall or spring semester.
2. If the Football team wins or ties for the conference divisional championship, Athletic Director shall receive $7,500.
3. If the Football teams wins a conference football championship game, Athletic Director shall receive $10,000
4. If the men's basketball team either reaches 18 regular season wins or reaches postseason play, Athletic Director shall receive $10,000.
5. If the women's soccer team, the women's volleyball team, the women's basketball team, the women's gymnastics team, or the women's softball team reaches postseason play, Athletic Director shall receive $7,500. The maximum payment per year is $7,500 whether one or all five teams reach postseason competition.

(e) Each of the above incentives are intended to reward the achievement of each individual occurrence and are cumulative, provided that the cumulative total of payments made pursuant to section 3.1.3(d).1 through 3.1.3(d).5 shall in no event exceed $50,000 annually.

3.1.4 Subject to and according to the policy of its Board of Trustees, the University annually shall provide or make arrangements through the athletic department trade-out program

one (1) full-size automobile for business and personal use by Athletic Director or members of his immediate family. Athletic Director shall supply gasoline for personal use. All other costs of operating the vehicles shall be paid by the University.

3.1.5 The University shall provide Athletic Director with one full country club membership and one social country club membership at all times during the Term of this Agreement.

3.2 Media. Agreements requiring Athletic Director to participate in media programs related to his duties as an employee of the University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media products and all parties desiring public appearances by Athletic Director. Athletic Director agrees to cooperate with the University in order for the programs to be successful and agrees to provide his services to and perform on the programs and to cooperate in their production, broadcasting and telecasting. It is understood that neither Athletic Director nor any assistant Department employees shall appear without prior written approval of the President on any competing radio or television program (including but not limited to a call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the President, Athletic Director shall not appear in any commercial endorsements.

3.2.1 Athletic Director 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 Athletic Director, during official practices and games and during times when Athletic Director or any part of the Program is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of the University.

3.3 All payments provided for in this Agreement shall be paid through the University's normal bi-weekly payroll with the applicable withholdings as required by law and applicable deductions as directed by Athletic Director.

ARTICLE 4

4.1 Athletic Director's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Athletic Director, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1 Devote Athletic Director's full time and best efforts to the performance of Athletic Director's duties under this Agreement and effective manage the Athletic Department while performing the duties and responsibilities customarily associated with the position of an athletic director at a Division 1FBS level university;

4.1.2 Develop and implement programs and procedures with respect to the evaluations of all Program sport participants to 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 all Program participants to perform to their highest academic potential and to graduate in a timely manner;

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, conferences in which the University is a member, and the NCAA; supervise and take appropriate steps to ensure that the Department's employees know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the President and to the Department's Director of NCAA Compliance if Athletic Director 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. Athletic Director shall cooperate fully with the University and the Department at all times. The applicable laws, policies, rules, and regulations include: (a) State Board of Education (Board of Trustees) Governing Policies and Procedures and Rule Manual; (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 conferences of which the University is a member;

4.1.5. Supervise and manage the Department to insure, to the maximum extent possible, that all staff follow applicable University policies, State Board of Education policies, NCAA, and applicable conference rules and regulations at all times;

4.1.6 Manage Departmental fiscal areas consistent with State Board of Education policies and the policies of the University; and,

4.1.7 Take reasonable steps to maintain student athlete graduations within six (6) years at a rate equal to or better than the general University student body.

4.2 Outside Activities. Athletic Director shall not undertake any business, professional or personal activities, or pursuits that would prevent Athletic Director from devoting Athletic Director's full time and best efforts to the performance of Athletic Director's duties under this Agreement, that would otherwise detract from those duties in any manner, or that in the opinion of the University, would reflect adversely upon the University or the Program. Any outside business or professional activities must be disclosed and reported to the President. Subject to the terms and conditions of this Agreement, Athletic Director may, with the prior written approval of the President, enter into separate arrangements for outside activities and endorsements which are consistent with Athletic Director's obligations under this Agreement. Athletic Director may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the President.

4.3 NCAA Rules. In accordance with NCAA rules, Athletic Director shall obtain prior written approval from the President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to the University. In no event shall Athletic

Director 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 conferences in which the University is a member, or the NCAA.

4.4 Hiring Authority. Athletic Director shall have the responsibility and sole authority to recommend to the President the hiring and termination of Program personnel, but the decision to hire or terminate shall be made by the President and shall, when necessary or appropriate be subject to the approval of the President and the University's Board of Trustees.

4.5 Scheduling. Athletic Director shall make decisions with respect to the scheduling of competitions for sports in the Program.

4.6 Other Athletic Director Opportunities. Athletic Director shall not, under any circumstances, interview or negotiate for employment as an Athletic Director at any other institution of higher education requiring performance of duties prior to the expiration of this Agreement without the prior approval of the President. Such approval shall not unreasonably be withheld and shall not be considered a waiver of Athletic Director's obligations hereunder, including but not limited to the notice, payment and other obligations of sections 5.3.2 and 5.3.3.

ARTICLE 5

5.1 Termination of Athletic Director for Cause. The University may, with good and adequate cause, as those terms are defined in applicable policies, rules and regulations: suspend Athletic Director from some or all of Athletic Director's duties, temporarily or permanently, and with or without pay; reassign Athletic Director to other duties; or terminate this Agreement at any time.

5.1.1 In addition to the definitions contained in applicable policies, rules and regulations, the University and Athletic Director hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

a) A deliberate or material violation of Athletic Director's duties under this Agreement or the refusal or unwillingness of Athletic Director to perform such duties in good faith and to the best of Athletic Director's abilities;

b) The failure of Athletic Director 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 material violation by Athletic Director of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, its conferences, or the NCAA, including

but not limited to any such violation by Athletic Director which may have occurred during the employment of Athletic Director at another NCAA or NAIA member institution;

d) Ten (10) working days' absence of Athletic Director from duty without the University's consent;

e) Any conduct of Athletic Director that constitutes moral turpitude or that, in the reasonable and good faith determination of the President, would be prejudicial to the best interests of the University or the Program;

f) The failure of Athletic Director to represent the University and the Program positively in public and private forums;

g) The failure of Athletic Director 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 Athletic Director to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, its conferences, or the NCAA, by one of Athletic Director's employees for whom Athletic Director is administratively responsible, or a member of any team in the Program; or

i) A violation of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, its conferences, or the NCAA, by one of Athletic Director's employees for whom Athletic Director is administratively responsible, or a member of any team in the Program if Athletic Director knew or reasonably 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 President or his designee (to be designated in writing) shall provide Athletic Director with written notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Athletic Director shall then have a reasonable opportunity to respond. After Athletic Director responds or fails to respond, the University shall notify, in writing, Athletic Director 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 Athletic Director, 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. However, any amounts due or earned (whether monetary or other benefits) by Athletic Director as of the time of termination for good and adequate cause shall still be paid to Athletic Director by the University.

5.1.4 If found by the NCAA to be in violation of NCAA regulations, Athletic Director 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 Athletic Director was employed.

5.2 Termination of Athletic Director for Convenience of University.

5.2.1 At any time after commencement of this Agreement, the University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Athletic Director.

5.2.2 In the event that the University terminates this Agreement for its own convenience, the University shall be obligated to pay Athletic Director, as liquidated damages and not a penalty, only the remaining, unpaid Base Salary (plus any increases) set forth in section 3.1.2, reduced by all deductions required by law, on the regular paydays of the University until the Term of this Agreement ends. Provided, however, in the event Athletic Director obtains other employment of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Athletic Director as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.2 (before deductions required by law) by the gross compensation paid to Athletic Director under the other employment, then subtracting from this adjusted gross compensation deduction according to law. In addition, Athletic Director will be entitled to continue his health insurance plan and group life insurance (but no other 3.1.1 compensation) as if he remained a University employee until the Term of this Agreement ends or until Athletic Director obtains employment or any other employment providing Athletic Director with a reasonably comparable health plan and group life insurance, whichever occurs first. Athletic Director shall not be entitled to any other form or amount of 3.1.3 (unless earned and vested prior to date of notice of termination), 3.1.4, or 3.1.5 compensation after the University's date of notice of termination pursuant to 5.2.1. Athletic Director shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Athletic Director specifically agrees to inform the University within ten (10) business days of obtaining other employment, and to advise the University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise the University shall constitute a material breach of this Agreement and the University's obligation to pay compensation under this provision shall end. Athletic Director agrees not to accept employment for compensation at less than the fair value of Athletic Director's services, as determined by all circumstances existing at the time of employment. Athletic Director further agrees to repay to the University all compensation paid to

him by the University after the date he obtains other employment, to which he is not entitled under this provision.

5.2.3 The parties have both been represented by legal counsel, or had the opportunity to do so, in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Athletic Director may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with the University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by the University and the acceptance thereof by Athletic Director shall constitute adequate and reasonable compensation to Athletic Director for the damages and injury suffered by Athletic Director because of such termination by the University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Athletic Director for Convenience.

5.3.1 Athletic Director recognizes that his promise to work for the University for the entire Term of this Agreement is of the essence of this Agreement. Athletic Director also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the Term of this Agreement.

5.3.2 Athletic Director, for his own convenience, may terminate this Agreement during its Term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University. If Athletic Director terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. However, any amounts due or earned (whether monetary or other benefits) by Athletic Director as of the date of termination shall still be paid to Athletic Director by the University.

5.3.3 If Athletic Director terminates this Agreement for his convenience he shall pay to the University, as a repayment of compensation, benefits and perquisites paid to him under this Agreement in anticipation by the University that he would serve as Athletic Director through July 31, 2021, and as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated between February ____, 2019 and June 30, 2020 inclusive, the sum of One Hundred Thousand Dollars ($100,000); and (b) if the Agreement is terminated after June 30, 2020, the sum of Fifty Thousand Dollars ($50,000). The liquidated damages shall be due and payable within sixty (60) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight percent (8%) per annum until paid.

5.3.4 The parties have both been represented by legal counsel in the contract negotiations, or had the opportunity to do so, and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Athletic Director, in addition to potentially increased compensation costs if Athletic Director terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties

further agree that the payment of such liquidated damages by Athletic Director and the acceptance thereof by the University shall constitute adequate and reasonable compensation to the University for the damages and injury suffered by it because of such termination by Athletic Director. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Athletic Director terminates this Agreement because of a material breach by the University.

5.3.5 If Athletic Director terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all compensation and other payments not earned by him as of the time of termination.

5.4 Termination due to Disability or Death of Athletic Director.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Athletic Director: becomes totally or permanently disabled as defined by the University's disability insurance carrier; becomes, in the sole judgment of the President, based upon the written opinion of a licensed physician competent to provide such an opinion, unable to perform the essential functions of the position of Athletic Director for a period of at least ninety (90) consecutive days; or dies.

5.4.2 If this Agreement is terminated because of Athletic Director's death, Athletic Director's salary and all other benefits shall terminate as of the last day worked, except that Athletic Director's personal representative or other designated beneficiary shall be paid all compensation earned and due (including any Incentive Compensation earned under section 3.1.3, but not yet paid, as of the effective date of termination) 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 Athletic Director's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because Athletic Director becomes totally or permanently disabled or becomes unable to perform the essential functions of the position of Athletic Director for a period of at least ninety (90) consecutive days, both as more fully described in section 5.4.1, all salary and other benefits shall terminate, except that Athletic Director shall be entitled to receive any compensation due (including any Incentive Compensation earned under section 3.1.3, but not yet paid, as of the effective date of termination) or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.4.4 Nothing herein shall be deemed to be a waiver by Athletic Director of any rights under the Americans with Disabilities Act or any subsequent amendment.

5.5 Interference by Athletic Director. In the event of termination, suspension, or reassignment, Athletic Director agrees that he will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate the Program.

5.6 No Liability. Other than what Athletic Director is or shall be entitled to under this Agreement, the University shall not be liable to Athletic Director 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 Athletic Director, regardless of the circumstances.

5.7 Waiver of Rights. Because Athletic Director is receiving a multi-year contract and the opportunity to receive incentive compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Athletic Director, or terminates this Agreement for good or adequate cause or for convenience, Athletic Director shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide by the Board of Trustees and its Governing Policies and Procedures Manual, and the University Policy Manual.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved by 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; and the President; 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 the University's rules and policies regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the trade-out program), material, and articles of information including without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Athletic Director by the University or developed by Athletic Director on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Athletic Director'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, Athletic Director shall immediately cause any such personal property, materials, and articles of information in Athletic Director's possession or control to be delivered to the President.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without 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 Ada County courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. Athletic Director hereby consents and agrees that this document may be released and made available to the public after it is signed by Athletic Director. Athletic Director 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:	President Boise State University 1910 University Drive Boise, Idaho 83725
with a copy to:	General Counsel Boise State University 1910 University Drive Boise, Idaho 83725
Athletic Director:	Curt Apsey Last known address on file with University's Human Resource Services
with a copy to:	Bennett H. Speyer, Esquire 1000 Jackson Street Toledo, Ohio 43604

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. Athletic Director shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by the University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. Athletic Director acknowledges that he has had the opportunity to consult with 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.

UNIVERSITY		ATHLETIC DIRECTOR	
_____	_____	_____	_____
Martin E Schimpf, Interim President	Date	Curt Apsey	Date

Approved by the Board of Trustees on the ____ day of February, 2019.

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is entered into by and between Boise State University (the "University"), and Curt Apsey ("Athletic Director") ~~on the 1st day of August, 2015~~.

ARTICLE 1

1.1 Employment. Subject to the terms and conditions of this Agreement, the University shall employ Curt Apsey as the Athletic Director of its intercollegiate athletics program (the "Program"). Athletic Director represents and warrants that he is fully qualified to serve, and is available for employment in this capacity.

1.2 Reporting Relationship. Athletic Director shall report and be responsible directly to the University's President (the "President"). Athletic Director shall abide by the instructions of the President and shall confer with the President as necessary on administrative and technical matters.

1.3 Duties. Athletic Director shall manage and supervise the Program and shall perform such other duties as the President may assign and as may be described elsewhere in this Agreement. The University shall have the right, upon written approval by Athletic Director, to reassign Athletic Director to duties at the University other than as Athletic Director, provided that Athletic Director's compensation and benefits shall not be affected by such reassignment, except that the opportunity to earn supplemental compensation and incentives as provided in section 3.1.3 shall cease.

ARTICLE 2

2.1 Term. This Agreement is for a fixed-term appointment ~~of five (5) years,~~ commencing on ~~August 1~~ February ____, 201~~5~~9 and terminating, without further notice to either party, on July 31, 202~~0~~1 (the "Term") unless terminated sooner 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 Athletic Director, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of the State Board of Education acting as the Board of Trustees of Boise State University. This Agreement in no way grants to Athletic Director a claim to tenure in employment, nor shall Athletic Director's service pursuant to this Agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Compensation.

3.1.1 In consideration of Athletic Director's services and satisfactory performance of this Agreement, the University shall provide to Athletic Director compensation as set forth herein. Accompanying such compensation shall be:

a) Athletic Director shall receive such employee benefits as the University provides generally to non-faculty professional staff employees; and

b) Athletic Director shall receive such employee benefits as the University's Department of Athletics (the "Department") provides generally to its employees of a comparable level. Athletic Director hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.1.2 Base Salary: The University shall pay Athletic Director a Base Salary of $360~~31~~,0~~5~~00 per year (prorated for partial years) of this Agreement. Additionally, the Base Salary may increase annually (not to exceed 10% annually) at the sole discretion of the President after determination by the President that the annual goals the President sets for Athletic Director are successfully achieved. Provided, however, that any such increases shall be subject to the approval of the University's Board of Trustees.

3.1.3. In addition to the Base Salary, the University shall pay Athletic Director Incentive Compensation as set forth below. Such payments shall be made within forty-five (45) days of the occurrence of the event (or in the case of the grade point average, after all finalized grades are posted) where the incentive criteria was met and Athletic Director must remain continuously employed through the payment date to receive such payments.

(a) For Overall Department Athletic Performance: For the National Association of Directors of Collegiate Athletics (NACDA) Director's Cup National Sports Award final year end rankings:

Department Rank	Incentive Pay
Top 25	$15,000
Top 40	$10,000
Top 60	$5,000

(b) For Academic Performance: As long as the annual departmental average National Collegiate Athletic Association ("NCAA") Academic Progress Rate ("APR") scores meet the following levels, the following applicable incentive payments will be paid by the University:

Department APR Score	Incentive pay
970-979	$10,000
980-989	$15,000
990-999	$20,000
1000	$25,000

(c) For Football Bowl Game Appearances: If the University men's football team plays in an NCAA approved post-season bowl game, the following incentive payments will be made by the University:

College Football Playoff (CFP) New Year's Six game = $30,000
Non CFP bowl game = $20,000

(d) Additional Incentive Compensation

1. If the single semester grade point average for the student-athletes collectively in a given semester is 3.0 or higher, Athletic Director shall receive $7,500 per semester, not to exceed $15,000 per academic year. This payment may be earned for the fall and spring semesters only, summer or intersession times are not considered except when intersession classes are transcripted as part of the fall or spring semester.
2. If the Football team wins or ties for the conference divisional championship, Athletic Director shall receive $7,500.
3. If the Football teams wins a conference football championship game, Athletic Director shall receive $10,000
4. If the men's basketball team either reaches 18 regular season wins or reaches postseason play, Athletic Director shall receive $10,000.
5. If the women's soccer team, the women's volleyball team, the women's basketball team, the women's gymnastics team, or the women's softball team reaches postseason play, Athletic Director shall receive $7,500. The maximum payment per year is $7,500 whether one or all five teams reach postseason competition.

(e) Each of the above incentives are intended to reward the achievement of each individual occurrence and are cumulative, provided that the cumulative total of payments made pursuant to section 3.1.3(d).1 through 3.1.3(d).5 shall in no event exceed $50,000 annually.

3.1.4 Subject to and according to the policy of its Board of Trustees, the University annually shall provide or make arrangements through the athletic department trade-out program

one (1) full-size automobile for business and personal use by Athletic Director or members of his immediate family. Athletic Director shall supply gasoline for personal use. All other costs of operating the vehicles shall be paid by the University.

3.1.5 The University shall provide Athletic Director with one full country club membership and one social country club membership at all times during the Term of this Agreement.

3.2 Media. Agreements requiring Athletic Director to participate in media programs related to his duties as an employee of the University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media products and all parties desiring public appearances by Athletic Director. Athletic Director agrees to cooperate with the University in order for the programs to be successful and agrees to provide his services to and perform on the programs and to cooperate in their production, broadcasting and telecasting. It is understood that neither Athletic Director nor any assistant Department employees shall appear without prior written approval of the President on any competing radio or television program (including but not limited to a call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the President, Athletic Director shall not appear in any commercial endorsements.

3.2.1 Athletic Director 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 Athletic Director, during official practices and games and during times when Athletic Director or any part of the Program is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of the University.

3.3 All payments provided for in this Agreement shall be paid through the University's normal bi-weekly payroll with the applicable withholdings as required by law and applicable deductions as directed by Athletic Director.

ARTICLE 4

4.1 Athletic Director's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Athletic Director, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1 Devote Athletic Director's full time and best efforts to the performance of Athletic Director's duties under this Agreement and effective manage the Athletic Department while performing the duties and responsibilities customarily associated with the position of an athletic director at a Division 1FBS level university;

4.1.2 Develop and implement programs and procedures with respect to the evaluations of all Program sport participants to 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 all Program participants to perform to their highest academic potential and to graduate in a timely manner;

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, conferences in which the University is a member, and the NCAA; supervise and take appropriate steps to ensure that the Department's employees know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the President and to the Department's Director of NCAA Compliance if Athletic Director 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. Athletic Director shall cooperate fully with the University and the Department at all times. The applicable laws, policies, rules, and regulations include: (a) State Board of Education (Board of Trustees) Governing Policies and Procedures and Rule Manual; (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 conferences of which the University is a member;

4.1.5. Supervise and manage the Department to insure, to the maximum extent possible, that all staff follow applicable University policies, State Board of Education policies, NCAA, and applicable conference rules and regulations at all times;

4.1.6 Manage Departmental fiscal areas consistent with State Board of Education policies and the policies of the University; and,

4.1.7 Take reasonable steps to maintain student athlete graduations within six (6) years at a rate equal to or better than the general University student body.

4.2 Outside Activities. Athletic Director shall not undertake any business, professional or personal activities, or pursuits that would prevent Athletic Director from devoting Athletic Director's full time and best efforts to the performance of Athletic Director's duties under this Agreement, that would otherwise detract from those duties in any manner, or that in the opinion of the University, would reflect adversely upon the University or the Program. Any outside business or professional activities must be disclosed and reported to the President. Subject to the terms and conditions of this Agreement, Athletic Director may, with the prior written approval of the President, enter into separate arrangements for outside activities and endorsements which are consistent with Athletic Director's obligations under this Agreement. Athletic Director may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the President.

4.3 NCAA Rules. In accordance with NCAA rules, Athletic Director shall obtain prior written approval from the President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to the University. In no event shall Athletic

Director 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 conferences in which the University is a member, or the NCAA.

4.4 Hiring Authority. Athletic Director shall have the responsibility and sole authority to recommend to the President the hiring and termination of Program personnel, but the decision to hire or terminate shall be made by the President and shall, when necessary or appropriate be subject to the approval of the President and the University's Board of Trustees.

4.5 Scheduling. Athletic Director shall make decisions with respect to the scheduling of competitions for sports in the Program.

4.6 Other Athletic Director Opportunities. Athletic Director shall not, under any circumstances, interview or negotiate for employment as an Athletic Director at any other institution of higher education requiring performance of duties prior to the expiration of this Agreement without the prior approval of the President. Such approval shall not unreasonably be withheld and shall not be considered a waiver of Athletic Director's obligations hereunder, including but not limited to the notice, payment and other obligations of sections 5.3.2 and 5.3.3.

ARTICLE 5

5.1 Termination of Athletic Director for Cause. The University may, with good and adequate cause, as those terms are defined in applicable policies, rules and regulations: suspend Athletic Director from some or all of Athletic Director's duties, temporarily or permanently, and with or without pay; reassign Athletic Director to other duties; or terminate this Agreement at any time.

5.1.1 In addition to the definitions contained in applicable policies, rules and regulations, the University and Athletic Director hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

a) A deliberate or material violation of Athletic Director's duties under this Agreement or the refusal or unwillingness of Athletic Director to perform such duties in good faith and to the best of Athletic Director's abilities;

b) The failure of Athletic Director 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 material violation by Athletic Director of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, its conferences, or the NCAA, including

but not limited to any such violation by Athletic Director which may have occurred during the employment of Athletic Director at another NCAA or NAIA member institution;

d) Ten (10) working days' absence of Athletic Director from duty without the University's consent;

e) Any conduct of Athletic Director that constitutes moral turpitude or that, in the reasonable and good faith determination of the President, would be prejudicial to the best interests of the University or the Program;

f) The failure of Athletic Director to represent the University and the Program positively in public and private forums;

g) The failure of Athletic Director 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 Athletic Director to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, its conferences, or the NCAA, by one of Athletic Director's employees for whom Athletic Director is administratively responsible, or a member of any team in the Program; or

i) A violation of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, its conferences, or the NCAA, by one of Athletic Director's employees for whom Athletic Director is administratively responsible, or a member of any team in the Program if Athletic Director knew or reasonably 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 President or his designee (to be designated in writing) shall provide Athletic Director with written notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Athletic Director shall then have a reasonable opportunity to respond. After Athletic Director responds or fails to respond, the University shall notify, in writing, Athletic Director 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 Athletic Director, 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. However, any amounts due or earned (whether monetary or other benefits) by Athletic Director as of the time of termination for good and adequate cause shall still be paid to Athletic Director by the University.

5.1.4 If found by the NCAA to be in violation of NCAA regulations, Athletic Director 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 Athletic Director was employed.

5.2 Termination of Athletic Director for Convenience of University.

5.2.1 At any time after commencement of this Agreement, the University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Athletic Director.

5.2.2 In the event that the University terminates this Agreement for its own convenience, the University shall be obligated to pay Athletic Director, as liquidated damages and not a penalty, only the remaining, unpaid Base Salary (plus any increases) set forth in section 3.1.2, reduced by all deductions required by law, on the regular paydays of the University until the Term of this Agreement ends. Provided, however, in the event Athletic Director obtains other employment of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Athletic Director as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.2 (before deductions required by law) by the gross compensation paid to Athletic Director under the other employment, then subtracting from this adjusted gross compensation deduction according to law. In addition, Athletic Director will be entitled to continue his health insurance plan and group life insurance (but no other 3.1.1 compensation) as if he remained a University employee until the Term of this Agreement ends or until Athletic Director obtains employment or any other employment providing Athletic Director with a reasonably comparable health plan and group life insurance, whichever occurs first. Athletic Director shall not be entitled to any other form or amount of 3.1.3 (unless earned and vested prior to date of notice of termination), 3.1.4, or 3.1.5 compensation after the University's date of notice of termination pursuant to 5.2.1. Athletic Director shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Athletic Director specifically agrees to inform the University within ten (10) business days of obtaining other employment, and to advise the University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise the University shall constitute a material breach of this Agreement and the University's obligation to pay compensation under this provision shall end. Athletic Director agrees not to accept employment for compensation at less than the fair value of Athletic Director's services, as determined by all circumstances existing at the time of employment. Athletic Director further agrees to repay to the University all compensation paid to

him by the University after the date he obtains other employment, to which he is not entitled under this provision.

5.2.3 The parties have both been represented by legal counsel, or had the opportunity to do so, in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Athletic Director may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with the University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by the University and the acceptance thereof by Athletic Director shall constitute adequate and reasonable compensation to Athletic Director for the damages and injury suffered by Athletic Director because of such termination by the University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Athletic Director for Convenience.

5.3.1 Athletic Director recognizes that his promise to work for the University for the entire Term of this Agreement is of the essence of this Agreement. Athletic Director also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the Term of this Agreement.

5.3.2 Athletic Director, for his own convenience, may terminate this Agreement during its Term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University. If Athletic Director terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. However, any amounts due or earned (whether monetary or other benefits) by Athletic Director as of the date of termination shall still be paid to Athletic Director by the University.

5.3.3 If Athletic Director terminates this Agreement for his convenience he shall pay to the University, as a repayment of compensation, benefits and perquisites paid to him under this Agreement in anticipation by the University that he would serve as Athletic Director through July 31, 202~~0~~1, and as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) ~~if the Agreement is terminated on or before June 30, 2017, the sum of Two Hundred Thousand Dollars ($200,000); (b)~~ if the Agreement is terminated between ~~July 1~~ February ____, 2019~~7~~ and June 30, 2020~~19~~ inclusive, the sum of One Hundred Thousand Dollars ($100,000); and (~~c~~b) if the Agreement is terminated after June 30, 20~~19~~20 ~~inclusive~~, the sum of Fifty Thousand Dollars ($50,000). The liquidated damages shall be due and payable within sixty (60) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight percent (8%) per annum until paid.

5.3.4 The parties have both been represented by legal counsel in the contract negotiations, or had the opportunity to do so, and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Athletic Director, in addition to

potentially increased compensation costs if Athletic Director terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Athletic Director and the acceptance thereof by the University shall constitute adequate and reasonable compensation to the University for the damages and injury suffered by it because of such termination by Athletic Director. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Athletic Director terminates this Agreement because of a material breach by the University.

5.3.5 If Athletic Director terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all compensation and other payments not earned by him as of the time of termination.

5.4 Termination due to Disability or Death of Athletic Director.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Athletic Director: becomes totally or permanently disabled as defined by the University's disability insurance carrier; becomes, in the sole judgment of the President, based upon the written opinion of a licensed physician competent to provide such an opinion, unable to perform the essential functions of the position of Athletic Director for a period of at least ninety (90) consecutive days; or dies.

5.4.2 If this Agreement is terminated because of Athletic Director's death, Athletic Director's salary and all other benefits shall terminate as of the last day worked, except that Athletic Director's personal representative or other designated beneficiary shall be paid all compensation earned and due (including any Incentive Compensation earned under section 3.1.3, but not yet paid, as of the effective date of termination) 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 Athletic Director's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because Athletic Director becomes totally or permanently disabled or becomes unable to perform the essential functions of the position of Athletic Director for a period of at least ninety (90) consecutive days, both as more fully described in section 5.4.1, all salary and other benefits shall terminate, except that Athletic Director shall be entitled to receive any compensation due (including any Incentive Compensation earned under section 3.1.3, but not yet paid, as of the effective date of termination) or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.4.4 Nothing herein shall be deemed to be a waiver by Athletic Director of any rights under the Americans with Disabilities Act or any subsequent amendment.

5.5 Interference by Athletic Director. In the event of termination, suspension, or reassignment, Athletic Director agrees that he will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate the Program.

5.6 No Liability. Other than what Athletic Director is or shall be entitled to under this Agreement, the University shall not be liable to Athletic Director 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 Athletic Director, regardless of the circumstances.

5.7 Waiver of Rights. Because Athletic Director is receiving a multi-year contract and the opportunity to receive incentive compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Athletic Director, or terminates this Agreement for good or adequate cause or for convenience, Athletic Director shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide by the Board of Trustees and its Governing Policies and Procedures Manual, and the University Policy Manual.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved by 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; and the President; 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 the University's rules and policies regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the trade-out program), material, and articles of information including without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Athletic Director by the University or developed by Athletic Director on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Athletic Director'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, Athletic Director shall immediately cause any such personal property, materials, and articles of information in Athletic Director's possession or control to be delivered to the President.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without 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 Ada County courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. Athletic Director hereby consents and agrees that this document may be released and made available to the public after it is signed by Athletic Director. Athletic Director 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:	President Boise State University 1910 University Drive Boise, Idaho 83725
with a copy to:	General Counsel Boise State University 1910 University Drive Boise, Idaho 83725
Athletic Director:	Curt Apsey Last known address on file with University's Human Resource Services
with a copy to:	Bennett H. Speyer, Esquire[TM1] 1000 Jackson Street Toledo, Ohio 43604

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. Athletic Director shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by the University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. Athletic Director acknowledges that he has had the opportunity to consult with 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.

UNIVERSITY

ATHLETIC DIRECTOR

_____	_____	_____	_____
~~Robert Kustra~~Martin E Schimpf, Interim President	~~_____~~Date	Curt Apsey	Date

Approved by the Board of Trustees on the ____ day of ~~June~~February, 201~~5~~9.

Athletic Director Curt Apsey Maximum Compensation Calculation - 2019-2021

			2018-2019	2019-2020	2020-2021
3.1.2	Annual Base Salary		$ 360,000	$ 360,000	$ 360,000
3.1.3	Additional Pay based on Performance		$ 80,000	$ 80,000	$ 80,000
3.1.3	Additional Pay based on Academic Achievement		$ 40,000	$ 40,000	$ 40,000
	Total Maximum potential annual compensation under Employment Agreement		**$ 480,000**	**$ 480,000**	**$ 480,000**

BOISE STATE UNIVERSITY

Athletic Department Academic Progress Rate (APR) History

SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES				
	2013-14	**2014-15**	**2015-16**	**2016-17**
Athletic Department	974	991	981	991

MULTI-YEAR APR (4-Year Rolling Average)				
Athletic Department	976	982	980	983

2016-17 data released by NCAA in May 2018

Salary and Incentive Comparisions
Athletic Directors in Mountain West Conference

Athletic Director	School	Base Salary	Incentives
NA	Air Force	NA	NA
Curt Apsey	Boise State	$ 360,000	3.1.3. In addition to the Base Salary, the University shall pay Athletic Director Incentive Compensation as set forth below. Such payments shall be made within forty-five (45) days of the occurrence of the event (or in the case of the grade point average, after all finalized grades are posted) where the incentive criteria was met and Athletic Director must remain continuously employed through the payment date to receive such payments. (a) For Overall Department Athletic Performance: For the National Association of Directors of Collegiate Athletics (NACDA) Director's Cup National Sports Award final year end rankings: Department Rank — Incentive Pay Top 25 — $15,000 Top 40 — $10,000 Top 60 — $5,000 For Academic Performance: As long as the annual departmental average National Collegiate Athletic Association ("NCAA") Academic Progress Rate ("APR") scores meet the following levels, the following applicable incentive payments will be paid by the University: Department APR Score — Incentive pay 970-979 — $10,000 980-989 — $15,000 990-999 — $20,000 1000 — $25,000 (b) For Football Bowl Game Appearances: If the University men's football team plays in an NCAA approved post-season bowl game, the following incentive payments will be made

by the University:

College Football Playoff (CFP) New Year's Six game = $30,000
Non CFP bowl game = $20,000

(c) Additional Incentive Compensation

1. If the single semester grade point average for the student-athletes collectively in a given semester is 3.0 or higher, Athletic Director shall receive $7,500 per semester, not to exceed $15,000 per academic year. This payment may be earned for the fall and spring semesters only, summer or intersession times are not considered except when intersession classes are transcripted as part of the fall or spring semester.
2. If the Football team wins or ties for the conference divisional championship, Athletic Director shall receive $7,500.
3. If the Football teams wins a conference football championship game, Athletic Director shall receive $10,000
4. If the men's basketball team either reaches 18 regular season wins or reaches postseason play, Athletic Director shall receive $10,000.
5. If the women's soccer team, the women's volleyball team, the women's basketball team, the women's gymnastics team, or the women's softball team reaches postseason play, Athletic Director shall receive $7,500. The maximum payment per year is $7,500 whether one or all five teams reach postseason competition.

(d) Each of the above incentives are intended to reward the achievement of each individual occurrence and are cumulative, provided that the cumulative total of payments made pursuant to section 3.1.3(d).1 through 3.1.3(d).5 shall in no event exceed $50,000 annually.

Joe Parker	Colorado State	$ 410,000	Courtesy Car, Country Club Membership

Achievement	Compensation
At least half of CSU's intercollegiate athletics teams record a perfect score for the Academic Progress Rate (for an individual academic year)	$5,000
CSU's intercollegiate athletics teams have the Highest Graduation Rate (based on the Graduation Success Rate for an individual academic year) in the Conference (collectively, based on only those sports for which CSU has a team)	$5,000
CSU's intercollegiate athletics teams have a combined cumulative Grade Point Average of 3.25 or higher (for an individual academic year)	$5,000
CSU's Football Program Wins the Conference Championship	$5,000
CSU's Men's Basketball Program is Selected to Play in the NCAA Championship Tournament	$5,000
CSU's Women's Basketball Program is Selected to Play in the NCAA Championship Tournament	$5,000
CSU's Volleyball Program is Selected to Play in the NCAA Championship Tournament	$5,000
CSU Wins a Team Conference Championship in any Women's or Men's Sport other than Football, Basketball or Volleyball (limited to one such award per year)	$5,000
Total Ticket Revenue for the Department's Programs Exceeds the Prior Year's Revenue	$5,000 for 10% increase $10,000 for 20% increase or above
Total Annual Giving to the CSU Ram Club Exceeds the Prior Year's Amount	$5,000 for 10% increase

Achievement	Compensation
At least half of CSU's intercollegiate athletics teams record a perfect score for the Academic Progress Rate (for an individual academic year)	$5,000
CSU's intercollegiate athletics teams have the Highest Graduation Rate (based on the Graduation Success Rate for an individual academic year) in the Conference	$5,000

			(collectively, based on only those sports for which CSU has a team) |
			Total Ticket Revenue for the Department's Programs Exceeds the Prior Year's Revenue | $5,000 for 10% increase $10,000 for 20% increase or above
Terry Tumey	Fresno State	NA	NA
Doug Knuth	Nevada	$ 295,000	**5.04. Automobiles.** The University, as additional compensation to the Employee, shall make arrangements for and provide to the Employee, on a loan basis, one (1) automobile for the use of the Employee for so long as the Employee serves as the Director of Athletics. The University further agrees to provide appropriate liability and comprehensive automobile insurance to cover the Employee in his use and operation of said automobile. Employee shall be responsible for all other expenses involved in the use and operation by Employee of said automobile.

Eddie Nunez	New Mexico	$ 300,000	Car Donor program, Country Club membership, c. Incentive Payments: An incentive payment is a direct cash payment over and above Mr. Nuñez's base salary, in an amount to be determined by the President of the University in his exclusive discretion and subject to availability of funds. In no event shall the incentive payment exceed Thirty-Five Thousand Dollars and no cents ($35,000.00) in any Contract Employment Year. Mr. Nuñez is eligible for an incentive payment upon achieving specified performance criteria established annually by the President associated with departmental fiscal goals, academic and athletic performance goals for the Athletics Department. Mr. Nuñez will be eligible for such incentive salary payments after completing the Contract Employment Year in which the incentive is earned. Incentive payments, if any, will be paid no later than sixty (60) days after the end of such Contract Employment Year. Mr. Nuñez understands and agrees that incentive payments, if any, may be taxable compensation to him, and that he is solely responsible for any and all tax consequences associated with this compensation 5. RETENTION BONUS: Subject to the terms and conditions of this Agreement, University will pay to Mr. Nuñez an annual retention bonus of Forty Thousand Dollars and no cents ($40,000.00) for each Contract Employment Year that Mr. Nuñez is employed under this Agreement. The Parties agree that the first installment of the Retention Bonus will not be paid until Mr. Nuñez has completed three (3) Contract Employment Years as the Director of Intercollegiate Athletics. At that time, and no later than sixty (60) days following the end of the third Contract Employment Year, Mr. Nuñez will be paid a sum totaling One Hundred Twenty Thousand Dollars and no cents ($120,000.00) minus all required deductions. Should Mr. Nuñez fail to complete three (3) Contract Employment Years as the Director of Intercollegiate Athletics, he will forfeit the entire Retention Bonus and no amount of the Retention Bonus will be owed by the University. For each completed Contract Employment Year that Mr. Nuñez is the Director of Intercollegiate Athletics pursuant to this Agreement following the completion of the third Contract Employment Year, Mr. Nuñez will be paid the sum of Forty Thousand Dollars and no cents ($40,000.00) minus all required deductions no later than sixty days following the end of that Contract Employment Year. For any year in which Mr. Nuñez does not complete the Contract Employment Year as the Director of Intercollegiate Athletics, the Retention Bonus will be forfeited and no portion will be owed by the University. Mr. Nuñez understands and agrees that the Retention Bonus is taxable compensation to him, and that Mr. Nuñez is solely responsible for the tax consequences associated therewith.

John David Wicker	San Diego State	$ 264,468	• Car: University will supply either two courtesy cars or a per-car allowance of $750 per month through an authorized auxiliary organization. You are responsible for all gas and maintenance of the vehicles. • Country Club Membership: Athletics maintains a membership at Bernardo Heights Country Club for approved university business. Any personal use of the membership must be paid directly by you. • Supplemental Base: $90,000 annually, payable monthly through an authorized auxiliary organization of SDSU. This compensation is for services, including, but not limited to, radio, television and other media events and public appearances, annual balanced budgets and fundraising and development activities. This supplement will be reviewed no later than July 1, 2018 by the Vice President of Business and Financial Affairs to determine if the amount should be continued or modified. • Incentive compensation: $85,000 maximum for achieving athletic and, academic performance and financial goals. Categories will include Student Athlete Academic Performance, Postseason Play, Athletic Director's Cup and Annual Budget Performance. • Deferred Compensation/Longevity Bonus Fund. On each anniversary date of this contract, the University will set aside $50,000 in deferred compensation for you. It will be fully vested as of June 30, 2021 and there will be no partial vesting. You will be responsible for any and all taxes associated with this benefit.

Marie Tuite	San Jose State	$ 345,108	

1. Athletic Team Performance

A. Overall performance in the National Association of College Director of Athletics Director's Cup:

Top 100	$20,000
Top 150	$17,500
Top 200	$15,000
Top 250	$12,500

B. Conference Championships/Conference Finish:

Football – Conference Champion	One Month's Salary
Basketball – Men's Conference Champion	One Month's Salary
Basketball – Women's Conference Champion	One Month's Salary
All Other Sports – Conference Champion	$10,000 per Championship
All Sports – 2nd Place Conference Finish	$ 5,000 per Sport
All Sports – 3rd Place Conference Finish	$ 2,500 per Sport

C. Post Season Appearances (If Not Conference Champions):

Football Bowl Appearance	$15,000
NCAA Basketball Tournament Appearance (Men or Women)	$15,000 + $10,000 per win
NIT Basketball Tournament Appearance (Men or Women)	$10,000 + $5,000 per win

D. Final National Rankings:

Top 25 Final National Ranking Any Sport	$10,000
Top 26-50 Final National Ranking Any Sport	$ 5,000

E. BCS Game – If the Football Team appears in a BCS game, the incentive payment is set at one month's salary and is exempt from the incentive plan cap as described in Section 4 of this Addendum.

2. Academic Progress Rate (APR)

A. Annual Divisional Average NCAA APR:

970 and Above	$27,500
965-969	$25,000
960-964	$22,500
955-959	$20,000
950-954	$17,500
945-949	$15,000
940-944	$12,500
935-939	$10,000

B. Any sport that earns an APR Recognition Award (Top 10% Nationally) = $15,000 per sport.

Salary and Incentive Comparisions
Athletic Directors in Mountain West Conference

Desiree Reed-Francois	UNLV	$ 360,500	NA

John Hartwell	Utah State	$ 445,000	a. Academic Achievement – incentive of $15,000 for meeting two (2) or more of the following: • All sport programs must achieve an Academic Performance Rate (APR), as determined by the NCAA, of 960 or higher. • 50% of student athletes (as an average of spring and fall semesters) achieve a GPA of 3.00 or higher. • The student athlete graduation success rate for the immediately prior year is 80% or higher. b. Game Guarantees – incentive of $7,500 for game guarantees for any year in which guarantees for football are $1,200,000 or more; and incentive of $2,500 for each football game in which an institution that is a member of a "Power Five" Conference plays in Logan, Utah (including the University of Utah). c. Budget Management – incentive of $15,000 for managing within the approved budget under the following criteria: • Establish a budget for each head coach in March of each year for the upcoming fiscal year and submit this preliminary budget to the Vice President for Business and Finance. • In conjunction with the Vice President for Business and Finance, submit a final balanced budget for approval by the Board of Trustees prior to the beginning of the fiscal year. • Manage the finances of the Athletics Department to end each fiscal year within the approved budget. d. Fund Raising incentive • $5,000 for each increment of $2,500,000 Director generates in cash, pledges and commitment letters from external sources in each fiscal year. • The amount raised shall be directly attributable to the efforts of the AD and/or the athletic development staff. 6. Director shall have the full-time use of a donated vehicle or alternatively will be provided a monthly car stipend of $500 ($6,000 annually). Director shall also receive a car insurance allowance of $75 per month ($900 annually) and a gasoline credit allowance of $125 per month. Car allowances are deemed to be for business purposes and are a taxable benefit

month. Car allowances are deemed to be for business purposes and are a taxable benefit to the Director. Director may not separately claim reimbursement for business mileage expenses from the University, but may document and claim any uncompensated business mileage or vehicle expenses separately on his personal income tax return.

Tom Burman	Wyoming	$ 200,004

3. Housing Allowance
During the term of Employee's appointment as Director, Employee shall receive an annual housing allowance of $36,000 per year paid monthly at the rate of $3,000 per month paid from non-state, non-tuition/fee dollars. This housing allowance shall not be considered as salary and shall not be recognized as compensation qualified for participation in the Wyoming State Retirement System or TIAA.

4. Courtesy Car
During the term of Employee's appointment as Director, Employee shall be entitled to the use of one vehicle available through the Department of Intercollegiate Athletics courtesy car program.

9. Academic Performance Incentives.
If, in any qualifying year during the term of this Agreement:

a. At the conclusion of the full academic year, including the following summer, the annual student-athlete GPA is:
   i. Above a 2.8 GPA, Employee will receive $23,000;
   ii. Above a 2.9 GPA, Employee will receive $28,750;
   iii. Above a 3.0 GPA, Employee will receive $34,500.

b. For purposes of this incentive, the following provisions apply:
   i. All student-athletes on each annual "team" shall be included in the calculation.
   ii. The annual "team" shall be defined as the official squad list that is sent to the Mountain West Conference prior to the 1st date of competition.
   iii. The annual student-athlete GPA shall be calculated using the following parameters:

The annual student-athlete GPA shall be calculated at the end of the full academic year including the following summer. For example, when calculating the annual student-athlete GPA for the 2017-2018 academic year, the fall 2017, spring 2018 and summer 2018 term GPAs will be utilized.

The exception to this rule will be that the summer term *prior to* the academic year will be included in the calculation for any newcomers (including those newcomers receiving an athletic scholarship and those not receiving an athletic scholarship) who took summer school prior to initial enrollment. Thus, when calculating the annual student-athlete GPA for the 2017-2018 academic year, the summer 2017 (only for newcomers taking summer school prior to initial enrollment), the fall 2017, spring 2018 and summer 2018 term

GPAs will be utilized.

The annual student-athlete GPA will be calculated using the Quality (GPA) Hours and Quality Points earned for each term as outlined above.

iv. The annual student-athlete shall be calculated by the Office of Academic Support (OAS).

c. For each UW Athletics team that receives an Academic Progress Rate ("APR") score above "cut score" as determined by the NCAA legislation, the Employee shall receive $2,300 per sport.

10. Athletic Performance Incentives

If, in any qualifying year during the term of this Agreement:

a. The University of Wyoming football team receives a post-season bowl bid, the Employee shall receive an incentive award of $23,000 for an accepted bid.

b. The University of Wyoming football team is ranked in the Top 25 in the USA Today-Coaches Poll or the AP Poll; the University of Wyoming men's basketball team is ranked in the Top 25 in the USA Today-Coaches Poll, the AP Poll, or the Ratings Percentage Index (RPI); or the University of Wyoming women's basketball team is ranked in the Top 25 in the USA Today-Coaches Poll, the AP Poll, or the Ratings Percentage Index (RPI), the Employee shall receive an incentive of $28,750 for each ranked team. This ranking can occur at any time (e.g., preseason, during the season, etc.).

c. The University of Wyoming men's basketball team, women's basketball team, women's volleyball team, or women's soccer team is selected to receive an invitation to the post-season NCAA tournament, the Employee shall receive an incentive award of $11,500 for each such accepted invitation.

d. The University of Wyoming men's basketball team, women's basketball team, or women's volleyball team is selected to receive an invitation to any post-season tournament, the Employee shall receive an incentive award of $5,750 for each such accepted invitation.

e. For each MWC (or applicable conference) team that finishes in the top four (4) of the Mountain West Conference (or applicable conference), Employee will receive $2,875 per finish. This is based on regular season finish in the following sports: football, men's basketball, women's basketball, women's volleyball and women's soccer. The incentive is based upon conference championship/tournament finish in all other sports.

11. Marketing Incentive

The University shall calculate total annual revenue based upon all "ticketed" athletics events where the revenue for the event is maintained by the University. This would not include any post-season UW athletic events hosted by UW where the funds are diverted back to a third party (e.g., NIT, WNIT, etc.). Total gross sales will be computed for all sports and if the total ticket revenue at the end of the year is greater than $3,000,000, Employee will receive $34,500. If the total ticket revenue is greater than $3,300,000, Employee will receive $46,000. If the total ticket revenue exceeds $3,750,000, Employee will receive $57,500.

Salary and Incentive Comparisions
Athletic Directors in Mountain West Conference

Liquidated Damages
Atheltic Directors in Mountain West Conference

Atheltic Director	School	Length of Contract	2018-19 Salary (total comp)	Liquidated Damages Clause?	Type of L.D. Clause	Amount(s) over time
NA	Air Force	NA	NA	NA	NA	NA
Curt Apsey	Boise State	2/14/2019 - 7/31/2019	$ 360,000	Yes	Sliding Scale	5.3.3 If Athletic Director terminates this Agreement for his convenience he shall pay to the University, as a repayment of compensation, benefits and perquisites paid to him under this Agreement in anticipation by the University that he would serve as Athletic Director through July 31, 2021, and as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated between February 14, 2019 and June 30, 2020 inclusive, the sum of One Hundred Thousand Dollars ($100,000); and (b) if the Agreement is terminated after June 30, 2020, the sum of Fifty Thousand Dollars ($50,000). The liquidated damages shall be due and payable within sixty (60) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight percent (8%) per annum until paid.
Joe Parker	Colorado State	4/15/2016 - 4/5/2020	$ 410,000	Yes	Sliding Scale	In the event that the Parker so terminates this Agreement during the Term, because the Parties agree that the harm to the University cannot otherwise be reasonably calculated, Parker shall pay to the University as liquidated damages, and not as a penalty, the following amounts (referred to as "Liquidated Damages"): (i) $1,000,000 if such termination occurs between the Effective Date and April 5, 2016; (ii) $750,000 if such termination occurs during the contract year of April 6, 2016 and April 5, 2017; (iii) $500,000 if such termination occurs during the contract year of April 6, 2017 and April 5, 2018; (iv) $250,000 is such termination occurs during the contract year of April 6, 2018 and April 5, 2019; and (v) $150,000 if such termination occurs during the contract year of April 6, 2019 and April 5, 2020. These amounts shall be payable in full on a lump-sum basis within thirty (30) days of the effective date of the Director's termination.
Terry Tumey	Fresno State	NA	NA	NA	NA	NA
Doug Knuth	Nevada	7/1/2016 - 6/30/2019	$ 295,000	No	NA	NA

Liquidated Damages
Atheltic Directors in Mountain West Conference

Eddie Nunez	New Mexico	9/25/2017 - 9/22/2022	$ 300,000	Yes	Flat Rate	10. TERMINATION BY REQUEST OF MR. NUÑEZ: Mr. Nuñez recognizes that the loss of his services to the University prior to the expiration of this Agreement, or any renewal thereof, would cause an inherent loss to the University, which cannot be estimated with certainty, nor be adequately compensated by money damages. Therefore, in the event that Mr. Nuñez unilaterally terminates this Agreement without permission of the President of the University prior to its expiration on September 24, 2022, Mr. Nuñez agrees to pay to the University one half (1/2) of his prorated base salary as described in paragraph 3(a) of this Agreement from the date of his unilateral termination through the remainder of the contract term. For purposes of this paragraph, "prorated base salary" shall mean the prorated remainder of the guaranteed base salary that would be due to be paid to Mr. Nuñez as described in paragraph 3(a) of this Agreement for the Contract Employment Year in which Mr. Nuñez unilaterally terminates his employment plus the full guaranteed base salary for the remaining Contract Employment Years, if any. Mr. Nuñez will repay to the University one half (1/2) of his prorated base salary in equal monthly installments for the remainder of the term of this Agreement. The University shall have no further liability except for prorated base salary and benefits accrued to the date of the unilateral termination.
John David Wicker	San Diego State	11/28/2016 - 6/30/2020	$ 264,468	Yes	Sliding Scale	• A clause that your premature termination of the contract to accept another comparable position at a Division I institution, Conference, or affiliated sports or entertainment organization (i.e. Sports Equipment Manufacturer, Broadcast network, Professional Sports team Sports Marketing company), will require your payment to the University of up to $1,250,000 reduced by $250,000 for each of the first four years of the contract.
Marie Tuite	San Jose State	5/17/2017 - 5/17/2022	$ 345,108	No	NA	NA
Desiree Reed-Francois	UNLV	At will	$ 360,500	NA	NA	NA
John Hartwell	Utah State	7/1/2016 - 6/30/2021	$ 445,000	Yes	Sliding Scale	b. Termination by Director: Director must obtain permission from the President before discussing job opportunities with principals for any other athletic position, which permission shall not be unreasonably withheld. If Director terminates this Contract **without cause** in order to accept other employment in intercollegiate athletics before June 30, 2020, then (i) Director will be entitled to payment from the University of any Annual Salary that was accrued and performance incentives that may have been awarded but remained unpaid as of the effective date of termination, and (ii) shall pay to the University, as liquidated damages, a sum determined under the following schedule: 3. Paragraph 19.b of the 2015 Contract shall be revised to state to include the following schedule: Date of Termination — Liquidated Damages 7/15/15 – 6/30/16 — $1,000,000 7/1/16 – 6/30/17 — $800,000 7/1/17 – 6/30/18 — $200,000 7/1/18 – 6/30/19 — $100,000 7/1/19 – 6/30/20 — $50,000 7/1/20 – 6/30/21 — $0
Tom Burman	Wyoming	7/1/2017 - 6/30/2022	$ 200,004	None	NA	None

*Sliding Scale, Flat Rate, Tied to years in contract

UNIVERSITY OF IDAHO

SUBJECT

Academic Transitional Leave - President Chuck Staben

REFERENCE

November 2013 The Idaho State Board of Education (Board) appointed Dr. Chuck Staben as President of University of Idaho

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.G.

ALIGNMENT WITH STRATEGIC PLAN

This agenda item is a non-strategic Board governance agenda item.

BACKGROUND/DISCUSSION

President Staben's employment agreement provides that he "shall be tenured at the Institution at the rank of full professor, and entitled to a position in a department within a college at the Institution where the President has competence and knowledge to teach." Dr. Staben's employment agreement as president terminates on June 15, 2019.

Dr. Staben has requested academic transitional leave during fall 2019 to prepare for a teaching assignment in January 2020 and beyond, and to consider the research that he might resume or originate as a faculty member.

The University of Idaho's Faculty Staff Handbook provides that "Academic transitional leave may apply when an academic administrator steps down from his/her administrative appointment and assumes a faculty appointment. The purpose of academic transitional leave is to prepare the employee for a new faculty appointment. Academic transitional leave is granted at the discretion of the university, must be approved by the provost, and approved by the president or designee."

Since President Staben cannot approve his own academic transitional leave, this request is brought to the Board for its consideration.

IMPACT

President Staben's employment agreement provides that the salary in this [tenured full professor] position "shall be not less than the highest paid full professor in that college." It is estimated that the contract value for President Staben as a tenured professor in the biology department would be approximately $160,000 per year.

STAFF COMMENTS AND RECOMMENDATIONS

Dr. Staben last taught a Biology course in Fall 2007. The academic transitional leave would be used by Dr. Staben to prepare for a teaching assignment in January 2020. This time is also anticipated to be used to evaluate Dr. Staben's research and whether that can be incorporated into the existing research programs or whether Dr. Staben would develop an alternative research program within the department. Given the advances in this field, Dr. Staben believes it would be in his best interest and that of his future students to allow him time to prepare for such an assignment.

BOARD ACTION

I move to approve the request by Dr. Chuck Staben for academic transitional leave for the Fall 2019 semester, provided such leave is also approved by the provost.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

TAB	DESCRIPTION	ACTION
1	**AMENDMENT TO BOARD POLICY V.B.** Budget Policies - First Reading	Motion to approve
2	**IDAHO STATE UNIVERSITY** Planning and Design - Davis Field Project	Motion to approve
3	**UNIVERSITY of IDAHO** Purchase Agreement – CAFÉ Land	Motion to approve
4	**UNIVERSITY of IDAHO** Update to Six Year Capital Plan – Include Horse Arena and Greenhouse Improvements	Motion to approve
5	**UNIVERSITY of IDAHO** Lease Option Agreement – Rock Creek Ranch	Motion to approve

SUBJECT

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

REFERENCE

February 2018	Idaho State Board of Education (Board) approved second reading of amendments to policy V.B. clarifying the guidelines for the Occupancy Cost formula and codifying the institutional 5% reserve target.
December 2018	The institution presidents discussed with the Board the mental health services provided and additional needs at the campuses.

APPLICABLE STATUTE, RULE, OR POLICY

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

ALIGNMENT WITH STRATEGIC PLAN

This agenda item is a non-strategic Board governance agenda item.

BACKGROUND/DISCUSSION

Auxiliary Enterprises are defined as an enterprise that provides a service to students, faculty, or staff and charges a fee related to but not necessarily equal to the cost of services. Board Policy V.B. states that state appropriated funds cannot be allocated to cover any portion of the operating costs of auxiliary enterprises. Student health services have historically been classified as auxiliary enterprises. The proposed changes reflect the discussion during the December Board meeting with the institution presidents and their request to exclude student health services from the definition of auxiliary enterprises. This would clarify that state appropriated funds may be used for student health programs that are directly related to the physical, emotional, and/or mental health of students. Language is also include to allow for state funds to be used for intercollegiate athletics, consistent with Board Policy V.X.

IMPACT

The institutions would be allowed to request and use state appropriated funds for student health services. This change provides consistency regarding state appropriated funds for athletics between Board Policy V.B. and Board Policy V.X.

ATTACHMENTS

Attachment 1 –Board Policy Section V.B – First Reading

STAFF COMMENTS AND RECOMMENDATIONS

During the December 2018 Board meeting, President Satterlee from ISU requested a change in Board Policy V.B. The presidents from all the institutions spoke to the Board regarding the needs for additional student health services, particularly in the mental health environment. The proposed changes would allow

the institutions to seek state funds or use other appropriated funds for enhancement of these services.

Staff recommends approval.

BOARD ACTION

I move to approve the first reading of Board Governing Policy and Procedures V.B., Budget Policies, as presented in Attachment 1.

Moved by_____ Seconded by_____ Carried Yes____ No____

1. Budget Requests

   For purposes of Items 1. and 10., the College of Eastern Idaho, College of Southern Idaho, College of Western Idaho, and North Idaho College are included.

   a. Submission of Budget Requests

      The Board is responsible for submission of budget request for the institutions and agencies under its governance to the executive and legislative branches of government. Only those budget requests which have been formally approved by the Board will be submitted by the office to the executive and legislative branches.

   b. Direction by the Office of the State Board of Education

      The preparation of all annual budget requests is to be directed by the Office of the State Board of Education which designates forms to be used in the process. The procedures for the preparation and submission of budget requests apply to operational and capital improvements budgets.

   c. Preparation and Submission of Annual Budget Requests

      Annual budget requests to be submitted to the Board by the institutions and agencies under Board governance are due in the Office of the State Board of Education on the date established by the Executive Director.

   d. Presentation to the Board

      Annual budget requests are formally presented to the designated committee by the chief executive officer of each institution or agency or his or her designee. The designated committee will review the requests and provide recommendations to the Board for Board action.

2. Budget Requests and Expenditure Authority

   a. Budget requests must include projected student tuition and fee revenue based on the enrollment of the fiscal year just completed (e.g., the FY 2003 budget request, prepared in the summer of 2001, projected student tuition and fee revenue based on academic year 2001 enrollments which ended with the Spring 2001 semester).

   b. Approval by the Executive Director, or his or her designee, as authorized, for all increases and decreases of spending authority caused by changes in student tuition and fee revenue is required.
   c. Student tuition and fee revenue collected by an institution will not be allocated to another institution. The lump sum appropriation will not be affected by changes in student tuition and fee revenue.

3. Operating Budgets (Appropriated)

   a. Availability of Appropriated Funds

      i. Funds appropriated by the legislature from the State General Fund for the operation of the institutions and agencies (exclusive of funds for construction appropriated to the Permanent Building Fund) become available at the beginning of the fiscal year following the session of the legislature during which the funds are appropriated, except when the appropriation contains an emergency clause.

   b. Approval of Operating Budgets

      i. The appropriated funds operating budgets for the institutions and agencies under Board supervision are based on a fiscal year, beginning July 1 and ending on June 30 of the following year.

      ii. During the spring of each year, the chief executive officer of each institution or agency prepares an operating budget for the next fiscal year based upon guidelines adopted by the Board. Each budget is then submitted to the Board in a summary format prescribed by the Executive Director for review and formal approval before the beginning of the fiscal year.

   c. Appropriation Transactions

      i. Chief Executive Officer Approval

         The chief executive officer of each institution, agency, office, or department is responsible for approving all appropriation transactions. Appropriation transactions include original yearly set up, object and program transfers, receipt to appropriation and non-cognizable funds.

      ii. Institution Requests

         Requests for appropriation transactions are submitted by the institutions to the Division of Financial Management and copies provided concurrently to the Office of the State Board of Education.

4. Operating Budgets (Non-appropriated -- Auxiliary Enterprises)

   a. Auxiliary Enterprises Defined

      An auxiliary enterprise directly or indirectly provides a service to students, faculty, or staff and charges a fee related to but not necessarily equal to the cost of services. The distinguishing characteristic of most auxiliary enterprises is that they are managed essentially as self-supporting activities, whose services are provided primarily to individuals in the institutional community rather than to departments of the institution, although a portion of student fees or other support is sometimes allocated to them. Auxiliary enterprises should contribute and relate directly to the mission, goals, and objectives of the college or university. Intercollegiate athletics ~~and student health services~~ should be included in the category of auxiliary enterprises if the activities are essentially self-supporting.

      All operating costs, including personnel, utilities, maintenance, etc., for auxiliary enterprises are to be paid out of income from fees, charges, and sales of goods or services. No state appropriated funds may be allocated to cover any portion of the operating costs. However, rental charges for uses of the facilities or services provided by auxiliary enterprises may be assessed to departments or programs supported by state-appropriated funds. Student health services may receive state appropriated funds for programs directly related to the physical, emotional, and mental health of students.

   b. Operating Budgets

      Reports of revenues and expenditures must be submitted to the State Board of Education at the request of the Board.

5. Operating Budgets (Non-appropriated -- Local Service Operations)

   a. Local Service Operations Defined

      Local service operations provide a specific type of service to various institutional entities and are supported by charges for such services to the user. Such a service might be purchased from commercial sources, but for reasons of convenience, cost, or control, is provided more effectively through a unit of the institution. Examples are mailing services, duplicating services, office machine maintenance, motor pools, and central stores.

   b. The policies and practices used for appropriated funds are used in the employment of personnel, use of facilities, and accounting for all expenditures and receipts.

   c. Reports of revenues and expenditures must be submitted to the State Board of Education at the request of the Board.

6. Operating Budgets (Non-appropriated -- Other)

   a. The policies and practices used for appropriated funds are used in the employment of personnel, use of facilities, and accounting for all expenditures and receipts.

   b. Reports of revenues and expenditures must be submitted to the State Board of Education at the request of the Board.

7. Agency Funds

   a. Agency funds are assets received and held by an institution or agency, as custodian or fiscal agent for other individuals or organizations, but over which the institution or agency exercises no fiscal control.

   b. Agency funds may be expended for any legal purpose prescribed by the individual or organization depositing the funds with the institution or agency following established institutional disbursement procedures.

8. Major Capital Improvement Project -- Budget Requests

   For purposes of Item 8 the community colleges (CEI, CSI, CWI and NIC) are included, except as noted in V.B.8.b.ii.

   a. Definition

      A major capital improvement is defined as the acquisition of an existing building, construction of a new building or an addition to an existing building, or a major renovation of an existing building. A major renovation provides for a substantial change to a building. The change may include a remodeled wing or floor of a building, or the remodeling of the majority of the building's net assignable square feet. An extensive upgrade of one (1) or more of the major building systems is generally considered to be a major renovation.

   b. Preparation and Submission of Major Capital Improvement Requests

      i. Permanent Building Fund Requests

         Requests for approval of major capital improvement projects to be funded from the Permanent Building Fund are to be submitted to the Office of the State Board of Education on a date and in a format established by the Executive Director. Only technical revisions may be made to the request for a given fiscal year after the Board has made its recommendation for that fiscal year. Technical revisions must be made prior to November 1.

ii. Other Requests

Requests for approval of major capital improvement projects from other fund sources are to be submitted in a format established by the Executive Director. Substantive and fiscal revisions to a requested project are resubmitted to the Board for approval. This subsection shall not apply to the community colleges.

c. Submission of Approved Major Capital Budget Requests

The Board is responsible for the submission of major capital budget requests for the institutions and agencies under this subsection to the Division of Public Works. Only those budget requests which have been formally approved by the Board will be submitted by the office to the executive and legislative branches.

9. Approval by the Board

Requests for approval of major capital improvement projects must be submitted for Board action. Major capital improvement projects, which are approved by the Board and for which funds from the Permanent Building Fund are requested, are placed in priority order prior to the submission of major capital budget requests to the Division of Public Works.

10. Occupancy Costs.

a. Definitions.

i. "Auxiliary Enterprise" is an entity that exists to furnish goods or services to students, faculty, or staff, and that charges a fee directly related to the cost of the goods or services.

ii. "Eligible Space" means all owner-occupied space other than auxiliary enterprise space. Space owned by an institution but leased to another entity is not eligible space. Occupancy costs for "common use" space (i.e. space which shares eligible and auxiliary enterprise space) will be prorated based on its use. When funds are used to expand, remodel, or convert existing space, the eligible space shall be limited to the new, incremental square footage of the expanded, remodeled or converted space, only.

iii. "Gross Square Feet" (GSF) means the sum of all areas on all floors of a building included within the outside faces of its exterior walls.

iv. "Occupancy costs" means those costs associated with occupying eligible space including custodial, utility, maintenance and other costs as outlined in the occupancy costs formula.

v. "Remodel" means the improvement, addition, or expansion of facilities by work performed to change the interior alignment of space or the physical characteristics of an existing facility.

b. Notification of Eligible Space

i. Prior written notification must be provided to the Division of Financial Management (DFM) and the Legislative Services Office Budget and Policy Analysis Division (LSO-BPA) before an institution requests funding for occupancy costs for eligible space in a capital improvement project in which the institution acquires, builds, takes possession of, expands, remodels, or converts facility space. This written notification to DFM and LSO-BPA will be provided following final approval of the project and not later than the first business day of September for occupancy cost requests which would take effect in the subsequent fiscal year. Written notification will be by one of the following entities, using the Occupancy Cost Notification data sheet provided at the Board website at http://boardofed.idaho.gov:

1) the State Board of Education or its executive director for projects approved by the Board;
2) the community college board of trustees for projects approved under their authority; or
3) the institution's financial vice president (or functional equivalent) for projects for which, by virtue of their smaller scope, approval authority has been delegated to the institution's chief executive.

ii. Written notification shall include:
1) description of the eligible space, its intended use, and how it relates to the mission of the institution;
2) estimated cost of the building or facility, and source(s) of funds;
3) estimated occupancy costs; and
4) estimated date of completion.

iii. If an approving authority approves a project after the first business day of September, the notification and/or funding request shall be submitted the following September. If by error or oversight the approving authority fails to submit notification by the September deadline, there is a one-time, one-year grace period such that the approving authority may submit the notification as soon as possible, to be followed by a funding request not later than the first business day of the following September.

c. Sources of Funds: Institutions may request occupancy costs regardless of the source(s) of funds used to acquire or construct eligible space.

d. Required Information: Requests for occupancy costs shall include the following information: (i) projected date of occupancy of the eligible space; (ii) gross square feet of eligible space; and (iii) number of months of the fiscal year the eligible space will be occupied (i.e. identify occupancy of eligible space for a full or partial fiscal year).

e. Once an institution has taken occupancy of a facility, or the remodeled or expanded area of a facility, the institution shall provide verification to DFM and LSO-BPA of the gross square footage, construction costs, current replacement value, and, if applicable, current or proposed lease space.

f. Occupancy Costs Formula

i. Custodial: Based on the personnel costs (including
ii. benefits) for one custodian, pro-rated for each 26,000 GSF [For example, a 13,000 GSF eligible facility would equate to one-half (.50) custodial FTE] In addition, 10¢ per GSF may be requested for custodial supplies.

iii. Utility Costs: $1.75 per GSF.

iv. Building Maintenance: 1.5% of the construction costs, excluding pre-construction costs (e.g. architectural/engineering fees, site work, etc.) and moveable equipment.

v. Other Costs:
1) 77¢ per GSF for information technology maintenance, security, general safety, and research and scientific safety;
2) .0005 current replacement value for insurance; and
3) .0003 current replacement value for landscape maintenance.

vi. The formula rates may be periodically reviewed against inflation.

vii. Reversions:
1) If eligible space which received occupancy costs is later:
a) razed and replaced with non-eligible space; or
b) converted to non-eligible space, then the institution shall revert back to the state the occupancy cost funding at the base level originally funded.
2) If eligible space is razed and replaced with new eligible space, then the institution may retain the base occupancy costs, net the funded GSF against any additional GSF, and request funding for the difference.

g. Unfunded Occupancy Costs: If occupancy costs for eligible space have been requested but not funded due to budgetary reasons, institutions may request occupancy costs again in the following year. If, however, occupancy costs are

denied for non-budgetary reasons, no further requests for occupancy costs related to the space in question will be considered.

11. Program Prioritization

a. "Program Prioritization" is a process adopted by the Board in setting priorities and allocating resources among programs and services with a specific focus on Mission, Core Themes and Strategic Plans.
b. Program Prioritization shall be incorporated in the colleges and universities' annual budgeting and program review process.
c. Annual Program Prioritization updates are to be submitted to the Board by the colleges and universities on the date and in a format established by the Executive Director.

12. Target Reserves

The volatility of state funding, as well as fluctuations in enrollment and tuition revenue, necessitate that institutions maintain fund balances sufficient to stabilize their operating budgets. As such, the Board has set a minimum target reserve of 5%, defined as unrestricted funds available divided by operating expenditures, as defined in the institution's unrestricted net position report, which will be submitted to the Board each year in accordance with the timing and format established by the Executive Director.

IDAHO STATE UNIVERSITY

SUBJECT

Davis Field renovation and amendment for the Six-Year Capital Improvement Plan to include the Davis Field renovation project

REFERENCE

August 2018	Six-Year Capital Plan approved by the State Board of Education

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.K.2a. and 3a.

ALIGNMENT WITH STRATEGIC PLAN

The request aligns with the following State Board of Education Strategic Plans: Goal 1: Educational System Alignment. The corresponding Objective is: Objective A: Data Access and Transparency

BACKGROUND/DISCUSSION

Idaho State University (ISU) requests permission to proceed with planning and design for renovation of Davis Field. This historic venue was built in 1936 as the original "Spud Bowl". The venue has not had substantial renovations and the bleachers on the East side are unusable and have been condemned, while the bleachers on the West side continue to deteriorate. Currently ISU's track and field and women's soccer teams utilize the facility.

ISU has not hosted a home track meet there since 2007 due to the scheduling needs of two sports, the deterioration of the bleachers, and the facility not meeting regulation sizing standards. Further, ISU is ineligible to host Big Sky or NCAA Regional Championships in either sport as the venue does not meet specifications.

The planned renovation will provide for moving the field events out of the oval and into the venue's south berm area. Planned lighting will extend the hours that the facility can be used by both track and soccer. These renovations will allow ISU track & field to host home meets. The lighted field will increase scheduling capacity for both teams, and allow soccer to play at the prime times for fan and student attendance rather than in the middle of the day. Most importantly, the renovation eliminates significant safety hazards which place student athletes and other users at risk.

In addition, ISU requests permission to amend their FY19 Six-Year Capital Improvement Plan to include a project for renovation of the Davis Field.

IMPACT

ISU will utilize institutional reserve funds for the planning and design of this project. ISU retained a civil engineer to do a preliminary feasibility and schematic study and cost estimate for this project.

ATTACHMENTS

Attachment 1 – Preliminary schematic design showing proposed renovations
Attachment 2 – Photo of condemned bleachers
Attachment 3 – ISU FY19 Six-Year Capital Improvement Plan - Revised

STAFF COMMENTS AND RECOMMENDATIONS

Board Policy V.K. states that institutions under the governance of the Board shall submit to the Board for its approval a six-year capital construction plan prior to commencing a capital construction project. The proposed plan adds the Davis Field project. The planning and design phase of the project is expected to be $450,000. The full project is estimated to cost $4,060,000 as detailed in Attachment 3.

Staff recommends approval.

BOARD ACTION

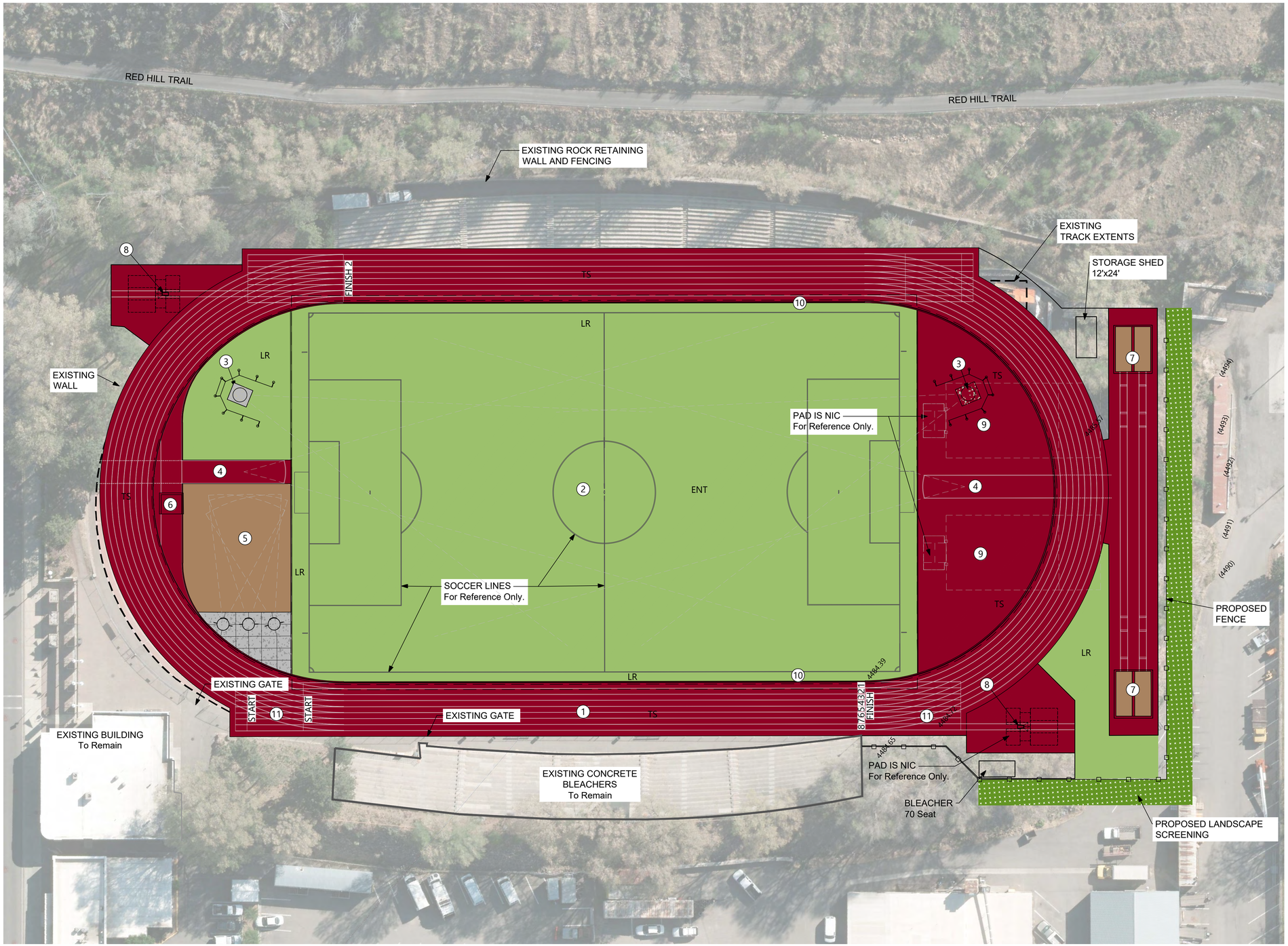
I move to approve the request from Idaho State University to amend their Six-Year Capital Improvement Plan as provided in Attachment 3.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to approve the request from Idaho State University to proceed with planning and design for the Davis Field Renovation at an amount not to exceed $450,000, as described in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



KEY NOTES:

1. Eight lane, 400 meter track, 112' radius, 42 inch lanes. New base rock, asphalt paving and track surfacing. Refer to detail 3/L-401.
2. Existing irrigated natural turf field to remain. Field includes sand channel drainage and perimeter concrete curb. Soccer field meets NCAA minimum size: 345' x 210'.
3. Discus: new discus cage, circle, and concrete pad.
4. Javelin Runway: Concrete paving with track surfacing. Refer to details 1 and 2/L-403.
5. Shot Put: In ground shot circle (competition), two practice circles, cinders, and concrete header. Refer to details 4, 5, and 6/L-401.
6. Steeplechase: New pit form, barrier, and cover. Refer to details 1 and 2/L-402.
7. Long/Triple Jump: New in-ground take off boards and sand pit with concrete header. Refer to details 3, 4, and 5/L-402.
8. Pole Vault: New in-ground vault boxes. Salvage existing landing pads for re-use. Confirm pad size with Owner. Pad is NIC. Refer to 3 and 4/L-403.
9. High Jump: Salvage existing landing pad for re-use.
10. Interior 6" track curb per detail 3/L-401.
11. Primary 100/110m start lines and extended runout area.

LEGEND:

- SYNTHETIC TRACK SURFACING
- GRASS
- CLAY / SAND / CINDERS
- CONCRETE PAVING
- FENCING
- LANDSCAPE PLANT SCREENING

0' 15' 30' 60'
1" = 30'-0"
N

NO.	REVISIONS	BY	DATE

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DRAWN: NL
CHECKED: JG/CM
DESIGNED:
APPROVED:
VERIFY SCALE: Scales based on 22"x34" prints. 2 Inches

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IDAHO DEPARTMENT OF PUBLIC WORKS

IDAHO STATE UNIVERSITY - DAVIS FIELD

PRELIMINARY TRACK SITE PLAN

PROJECT NO. 208106-044

SHEET NO. L-100

Davis Field Bleachers East Side Condemned

Idaho State UNIVERSITY

FY 2019

Revision 10/31/2018

Six Year Capital Improvement Budget

Description	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
College of Technology EAMES Phase 1	$13,300,000					
Meridian Cadaver Lab and Nursing Expansion	$7,750,000					
Holt Arena Seating, Code Analysis and Project Planning	$2,500,000					
Meridian Parking Expansion (Land Acquisition Cost To Be Determined)	$1,700,000					
Davis Field Renovation	$4,060,000					
Gale Life Science Remodel or New Building		$63,000,000				
College of Technology EAMES Phase 2		$5,000,000				
Upgrade HVAC, Ceilings, & Lighting, Eli Oboler Library		$9,465,206				
ISU Health and Wellness Center Planning and Design		$3,500,000				
Remodel Basement, Frazier Hall		$1,600,000				
Remodel 1st Floor Circulation, Eli Oboler Library		$3,996,000				
Greenhouse Addition, Plant Sciences		$1,703,570				
Meridian Dental Hygiene Expansion		$3,732,850				
College of Technology EAMES Phase 3			$3,000,000			
ISU Alumni Center			$8,473,000			
ISU Health and Wellness Center Construction Phase 1			$6,292,500			
Graveley Hall - Upgrade the heating and cooling system			$2,875,000			
Beckley Nursing – Asbestos mitigation, ceiling system and lights			$1,700,000			
ISU Health and Wellness Center Construction Phase 2				$6,292,500		
Vocarts - Replace, HVAC, Fire Alarm & ADA restrooms				$1,745,842		
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
Reroute campus traffic						$8,000,000
$218,180,468	$29,310,000	$91,997,626	$22,340,500	$19,088,342	$22,444,000	$33,000,000
6 year outlay total						

UNIVERSITY OF IDAHO

SUBJECT

Acquisition of real property in Minidoka County.

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. 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's College of Agricultural and Life Sciences (CALS) has selected a site for the projected 1000-cow research dairy that is a main component of UI's planned Center for Agriculture, Food and the Environment (CAFE). Acquisition of this proposed site is a necessary first step to develop the milking facility and associated animal feed, and nutrient management infrastructure anticipated for the CAFE research dairy operation.

Acquisition of the selected site in the midst of Idaho's substantial dairy industry in the Magic Valley is being facilitated by a cooperative land acquisition arrangement with the foundation established by the Idaho Dairymen's Association (IDA). The proposed arrangement allows the acquisition of approximately 640 contiguous acres of existing cropland which also contains a partially developed, and permitted, dairy site near Rupert, including associated water rights. This property is deemed suitable by CALS to support the size and type of dairy facility needed for the range of programs envisioned for CAFE.

The full parcel has been appraised at $5.4 million. Portions of the site will be acquired separately by IDA's foundation and by the UI. UI will pay $2.5 million to purchase approximately 236 contiguous acres that contain crop land as well as the approved and permitted diary site. IDA's foundation will acquire approximately 302 acres of crop land for a purchase price of $2 million. The balance of the property consisting of approximately 100 acres of crop land is being donated to UI by the Sellers.

The IDA foundation agrees that when UI has reached a certain minimum level of milking operation as part of the CAFE research dairy, the foundation will convey

its property to UI at no cost (See Attachment 2, the "Commitment to Gift"). UI will be required to use this property for the purpose of directly supporting ongoing CAFE operations for a term of 30 years or title will revert back to the IDA's foundation. This Commitment to Gift means that upon the build-out and operation of the CAFE research diary, as anticipated, UI will have acquired title to the full 640 acre parcel currently valued at $5.4 million for a cash payment of $2.5 million.

IMPACT

Funding for the $2.5 million purchase by UI will be covered by central reserves. Eventual construction costs estimated to be about $27 million, will require subsequent Regents approval, and will be supported by anticipated funding from the State of Idaho, UI, and allied industry cooperators. Ongoing operation costs will be supported by College of Agricultural and Life Sciences' budget as well as funds from the operation of the CAFE research Dairy.

ATTACHMENTS

Attachment 1 – Purchase and Gift Agreement
Attachment 2 – Commitment to Gift
Attachment 3 – Map of subject property
Attachment 4 – Project Cost and Fundraising Reconciliation

STAFF COMMENTS AND RECOMMENDATIONS

The proposed purchase would require $2.5 million from institutional reserves. While the entire project is estimated to cost $45 million, the request before the Board is only for the purchase of the property. This project is in partnership with the Idaho Dairymen's Association (IDA) foundation, which is purchasing adjacent land for $2 million. The property being donated to the University is valued at approximately $900,000. The University is acquiring approximately $5.4 million worth of property for a purchase price of $2.5 million.

IDA requires that the University operate a milking operation by 2024. If the University does not meet that requirement, IDA will be able to sell their portion of the property. UI will have the right of first refusal and could purchase the property from IDA for $2.5 million.

The CAFE research will focus on the following:

- Efficient water use
- Water and air quality and soil health
- Bio-refining, anaerobic digestion, energy production, recycling and reuse
- Value-added food processing and animal-based byproducts, pathogen-free fiber, recovered chemicals, bio-plastics and petrochemical precursor substitutes

The Project Cost and Fundraising Reconciliation document is provided in Attachment 4. The last column, "Fundraising Cash Analysis" details the land value and commitment from the Division of Public Works. During the 2017 Legislative

Session, $10 million was appropriated for the CAFE project. The bill stated that the $10 million "shall be expended only after institution presidents have secured pledges for their portion of the project costs for … the University of Idaho Center for Agriculture, Food, and the Environment."

Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho for authority to acquire certain real property located in Minidoka County for a purchase price of $2.5 million, under terms in substantial conformance to the Purchase and Gift Agreement submitted as Attachment 1; and to enter into the Commitment to Gift Agreement with the IDA foundation in substantial conformance to Attachment 2 submitted to the Board. This includes authority for the Vice President for Finance and Administration for the University of Idaho to execute all necessary transaction documents as contemplated in the Purchase and Gift Agreement and the Commitment to Gift Agreement.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

PURCHASE AND GIFT AGREEMENT

This Purchase and Gift Agreement (this "Agreement") is made and entered into as of the ____ day of January, 2019 ("Effective Date") between the Board of Regents of the University of Idaho, a state educational institution and body politic and corporate organized and existing under the Constitution and laws of the State of Idaho ("Buyer") and W-4 Dairy, an Idaho Limited Partnership ("Seller").

1) **PURCHASE AND SALE**. Seller agrees to sell and Buyer agrees to purchase all of Seller's right, title and interest in and to those certain parcels of real property located in Minidoka County, Idaho, and more particularly described in Section 1(a) below (the "Land"), together with all appurtenances thereunto, including all improvements, permits, easement rights, fixtures, minerals and mineral rights, water and water rights, and the leases and personalty, all as more particularly described below (collectively with the Land, the "Property")

a) Land. The Land subject to this transaction is located in a portion of Section 17 of Township 7 South, Range 24 East, Boise Meridian, Minidoka County, Idaho. At present the Seller owns the entirety of the above described Section 17. The common address of the real property located within Section 17 is 50 West 1300 North, Rupert, Idaho 83350. The real property located within Section 17 is further identified by Minidoka County Tax Parcel Number RP07S24E170001.

On June 15, 2017, Seller obtained a Confined Animal Feeding Operation "CAFO" Permit from Minidoka County, Idaho. Said Permit is identified as Permit Number 69-2017, this CAFO Permit shall be assigned to Buyer consistent with this transaction and Agreement (See Exhibit H). Said CAFO Permit identifies the outer boundary of the permitted dairy site; this outer boundary of the dairy site includes the Land subject to this transaction and extends into adjoining property owned by Seller but not included as part of the Land subject to this transaction. Therefore, a land survey shall establish a new property line between the Land and an adjoining parcel of land to be conveyed separately by Seller to the Idaho Dairy Environmental Action League Research Foundation., Inc. (the "IDEAL Parcel").The land survey shall further identify that portion of the Land that is to be donated at no additional cost to Buyer (the "Gift Parcel") and which is to be conveyed by separate deed to Buyer as provided herein.

Seller shall work with Minidoka County to divide the land according to the mutually agreed upon property lines and legal descriptions. Presently, the Buyer believes that once the land survey is completed the Land to be acquired by the Buyer (as two parcels, one of which is the Gift Parcel) shall in total be

approximately 335.65+/- acres of real property. The Land is legally and separately described in Exhibit A, together with all appurtenances and improvements thereon. Thereafter, the remaining portions of Section 17 (the IDEAL Parcel) shall consist of approximately 302.46+/- acres of real property which shall be acquired by IDEAL in a separate Purchase and Sale Agreement simultaneous to the closing of this present transaction.

b) Personalty. The personal property listed on Exhibit B, all of which is located on the Land ("Personal Property"). Any item of personal property that is not specifically identified on Exhibit B is excluded from this Agreement. Any Personal Property shall be conveyed AS-IS, without warranty, in the condition existing at the closing.

c) Water Rights. All water and water rights and other entitlements to water appurtenant to or beneficially used upon the Land including, but not limited to, those described on Exhibit C, and all others represented by any decree, license, permit, claim, permit application or storage entitlement, and all other ditch and canal company, water association, irrigation district, or other water delivery entity shares and entitlements to receive water from any such company, association, district, or other entity, and all ditch rights, easements, and rights of way associated with any irrigation or other water well, pump, delivery ditch, canal, lateral, pipeline, or facilities used to divert, convey or deliver any water, water rights, or entitlements appurtenant to or beneficially used upon the Land (collectively, "Water Rights").

d) Mineral, Oil, Gas and Geothermal Rights. All minerals and mineral rights, oil and gas rights, and geothermal rights, appurtenant to or pertaining to the Land.

e) Leases. All permits, land, improvement and other leases pertaining to the Land, that have been disclosed to Buyer in writing and are accepted by Buyer in its sole discretion (collectively, the "Leases").

f) FSA Programs. All rights pertaining to the Property in connection with any programs administered by the Farm Service Agency ("FSA Programs"), including, but not limited to, all base acres and yields and any CRP contracts, leases and/or agreements. Seller will cooperate with Buyer to accomplish such transfers on or after closing, as applicable. Any payments due under this section which are related to the 2018 growing season, or any prior year, even if paid after the closing of this transaction, will be paid directly to Seller and not subject to any offset for the benefit of Buyer.

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2) PURCHASE PRICE.

a) Purchase Price. The purchase price shall be Two Million Five Hundred Thousand Dollars ($2,500,000.00) (the "Purchase Price").

b) Earnest Money. Seller specifically waives any obligation upon the Buyer to make an earnest money deposit with an Escrow Agent.

c) Seller's Election to Utilize Internal Revenue Code Section 1031. Seller may elect to utilize Section 1031 of the Internal Revenue Code to complete a deferred exchange. Buyer acknowledges the same and will cooperate to any extent necessary. Buyer agrees that Seller may assign its rights under this Agreement to a qualified intermediary with respect to all or a portion of the Purchase Price and that portion of the Property associated therewith. Such an assignment of this Agreement to a qualified intermediary shall not release Buyer or Seller from any of its respective liabilities and obligations to each other or expand any such respective liabilities or obligations under this Agreement. Seller agrees to indemnify and hold Buyer harmless from any and all claims, costs, liabilities or delays in time resulting from such an exchange.

3) BUYER'S DUE DILIGENCE.

a) Due Diligence Period. Buyer shall have until the Closing Date (as such term is defined below) (such period, the "Due Diligence Period"), to conduct due diligence on the Property. On or before expiration of the Due Diligence Period, Buyer shall deliver a written notice to Seller stating either (i) that Buyer has received the specific approval of its governing board and accepts the condition of the Property and elects to proceed to closing ("Approval Notice"), or (ii) that Buyer has not received the approval of its governing board or determined that the Property is unacceptable (in Buyer's sole discretion) and that Buyer elects to terminate this Agreement ("Disapproval Notice"). Upon Buyer's delivery of an Approval Notice, Buyer and Seller shall proceed to closing as set forth in Section 6 below. Upon Buyer's delivery of a Disapproval Notice both parties shall be relieved of all obligations hereunder, except those obligations that expressly survive the termination of this Agreement.

b) Inspection and Due Diligence Materials. After the Effective Date, Seller shall provide to Buyer any further documents and records related to this transaction as reasonably requested by Buyer, and provided Seller is in possession of the same. If Seller is not in possession of any requested documents and records related to this transaction, Seller shall provide to Buyer any reasonably requested release so that Buyer can obtain the same from others.

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1) *Immediately Requested Due Diligence Materials:*

a. A copy of any and all written lease agreements related to the Land;
b. Written descriptions of any and all oral lease agreements related to the Land;
c. A Copy of any and all written agreements with any utility providers related to the Land;
d. Copies of any and all utility bills for the proceeding twelve months relating to the Land;
e. A complete copy of any and all records related to the Land in the possession of the Idaho State Department of Agriculture "ISDA";
f. A copy of the ISDA approved Environmental/Nutrient Management Plan;
g. A complete copy of any and all information submitted as part of the Minidoka County CAFO application;
h. A complete copy of any all designs related to the construction of the dairy facility;
i. A copy of any and all information related to the water rights associated with the Land;
j. Copies of any and all payments related to any special assessments associated with the Land.

c) Access and Indemnity. During the Due Diligence Period, Buyer and its agents, consultants and contractors shall have access to the Property and may conduct such studies, appraisals, inspections, environmental site assessment(s), surveys or evaluations of the Property as Buyer deems necessary or appropriate. Subject to the limits of liability provided by the Idaho Tort Claims Act, Buyer shall indemnify and hold Seller harmless from and against any and all claims, damages, liability, causes of action, judgments and expenses (including reasonable attorneys' fees and costs) arising from Buyer's inspection of the Property. Buyer shall repair any and all damage to the Property arising out of Buyer's inspection and shall restore the Property to as good a condition as existed on the date immediately preceding the date of such damage. The obligations set forth in this section shall survive the closing or the termination of this Agreement. Buyer shall have no obligation to indemnify Seller from any claim, damage, liability, cause of action, judgment or expense, including mechanic's liens, caused by Seller's negligence or willful misconduct or any physical condition existing on the Property prior to Buyer's inspection of the Property.

4) **CONDITION OF PROPERTY**. Subject to Section 1(b) above, Seller represents and warrants to Buyer as to those matters set forth on Exhibit D, attached hereto, which representations and warranties shall be deemed to be made by Seller as of the Effective Date and at the Closing Date, and which shall be a condition of Buyer's obligation to close. Except for such representations and warranties, and those set forth in the conveyance

instruments identified in herein, Seller makes no other representations or warranties concerning the Property.

5) **TITLE INSURANCE**. As soon as practicable, but in any event not later than ten (10) business days after the Effective Date, Seller shall provide Buyer with an ALTA commitment for title insurance issued by Title Agent, or its designee, in the amount of the Purchase Price (the "Title Commitment"). Buyer shall notify Seller of its approval or disapproval of any exception shown in the Title Commitment within thirty (30) days of being provided the same by written notice (the "Title Notice"). Any exception shown on the Title Commitment which is not disapproved in writing within said thirty (30) days shall be deemed approved by Buyer and shall be a "Permitted Exception"; provided, however, any financial encumbrance shall be deemed to be disapproved unless otherwise specifically indicated by Buyer in writing. Seller shall, within ten (10) business days after the receipt of such Title Notice, remove the disapproved exceptions or give reasonable written assurances to Buyer that such disapproved exception(s) will be removed on or before closing. If Seller fails or refuses to remove such exceptions or to provide assurances to Buyer within such 10-day period, then Buyer may, at its option, terminate this Agreement by giving notice of such termination to Seller. All obligations of Seller and Buyer under this Agreement shall terminate, except those obligations that expressly survive the termination of this Agreement. Buyer shall not be required to close if any exception disapproved by Buyer as herein provided cannot be removed by closing; provided, however, that Buyer may elect to close in spite of any disapproved exceptions and close on the remaining terms, but such closing shall not be a waiver of Seller's obligation to provide title as approved by the Buyer. Notwithstanding the foregoing, Seller shall remove any defect or encumbrance attaching by, through or under Seller after the date of this Agreement. Exceptions to be discharged by Seller may be paid out of the Purchase Price at closing.

6) **CLOSING AND RELATED MATTERS**.

a) Closing Date. If (i) Buyer delivers an Approval Notice, (ii) Buyer is satisfied with the condition of the title to the Property pursuant to Section 5 above, and (iii) Buyer's other closing conditions have been satisfied or waived in writing, then the closing shall take place March 1, 2019 (the "Closing Date"), *provided that* the parties may advance the Closing Date to an earlier date by mutual agreement of all parties. Buyer shall be entitled to exclusive possession of the Property on the Closing Date.

b) Closing. The closing shall take place at TitleOne Corporation, 237 N. Lincoln, P.O. Box 349, Jerome, Idaho 83338, Attention: Laury Lamb, (208) 324-3357, llamb@titleonecorp.com ("Title Agent"). At least three (3) business days before the Closing Date, Buyer and Seller shall deposit with Title Agent all instruments and documents as necessary to complete the transaction in accordance with this Agreement. On or before the Closing Date, Buyer shall deposit with the Title Agent

all monies, including the Purchase Price (payable in cash, by wire funds or official bank check, and the proration(s) described below), as necessary to complete the transaction in accordance with this Agreement. Title Agent's closing fees shall be equally divided between Seller and Buyer. Seller shall pay for the Title Policy (defined below). Buyer shall pay for any title insurance desired by Buyer in addition to the Title Policy, and for the cost of any tests or inspections of the Property desired by Buyer, including, but not limited to, equipment inspections, soils tests, water right evaluation, well water productivity test, level 1 environmental study, and flood certification. The income and expenses with respect to the Property, including, but not limited to, Leases, if any, assessments and utility charges, and those expenses described herein shall be prorated as of the Closing Date.

c) Conveyance and Other Instruments. At closing, the parties shall execute and deliver the following:

(1) *Warranty Deeds*, in the form set forth in Exhibit E, conveying good and marketable title to the Property to Buyer free and clear of all liens, claims and encumbrances;

(2) *Notice of Change in Water Right Ownership ("*Notice*")* in the form set forth in Exhibit G, thereby transferring the Seller's interest in the decreed water rights identified in Exhibit C to the Buyers.

(3) *Bill of Sale*, in the form set forth in Exhibit F, conveying good and marketable title to the Personal Property listed in Exhibit B to Buyer free and clear of all liens, claims and encumbrances;

(4) All other documents or instruments reasonably requested by Buyer or Title Agent to complete the transactions contemplated by this Agreement, including any assignments or other documents required in connection with the transfer of any FSA Programs, Water Rights, or other entitlements related to the use of the Property, an Affidavit of Non-foreign Status (FIRPTA), and the No-Lien Affidavit described in Section 17 below.

d) Title Insurance. As soon as it is available after closing, Seller shall provide Buyer with an ALTA standard coverage title insurance policy pursuant to the Title Commitment, dated as of the Closing Date and insuring Buyer in the amount of the Purchase Price against loss or damage by reason of any defect in Buyer's title to the Property subject only to the printed exclusions and general exceptions shown on the Title Commitment or appearing in the policy form, and the Permitted Exceptions ("Title Policy").

e) Risk of Loss, Condemnation. Risk of loss of or damage to the Property shall be borne by Seller until the Closing Date. If the Property is or becomes the subject of any condemnation proceeding prior to closing, then Buyer may, at its option,

terminate this Agreement by giving notice of such termination to Seller on or before the Closing Date. Upon such termination this Agreement shall be of no further force or effect, however, that Buyer, in its sole discretion, may elect to purchase the Property, in which case the Purchase Price shall be reduced by the amount of any condemnation award received by Seller at or prior to closing. At closing, Seller shall assign to Buyer all of Seller's right, title and interest in and to any future condemnation awards or other proceeds payable or to become payable by reason of any taking. Seller agrees to notify Buyer in writing of any threatened or pending condemnation proceeding immediately upon Seller having knowledge thereof.

7) **BROKERAGE**. Both Seller and Buyer represent and warrant that they have not used a broker or agent in this transaction.

8) **NOTICES**. Any notice under this Agreement shall be in writing and be delivered in person, by electronic mail, by public or independent private courier service (so long as such service provides written confirmation of delivery), or certified mail, return-receipt requested. All notices shall be addressed to the parties at the addresses contained herein or at such other addresses as the parties may from time to time direct in writing. Any notice shall be deemed to have been given on (a) actual delivery or refusal, (b) three days after mailing by registered or certified mail or (c) the day electronic mail delivery is verified as completed by the transmitting system.

If to Buyer:

Board of Regents of the University of Idaho
Attn: Vice President Finance and Administration
University of Idaho
875 Perimeter Dr MS 3168
Moscow ID 83844-3168

If to Seller:

W-4 Dairy Limited Partnership
116 North River Island Road
Rupert, Idaho 83350

With a copy to:

_____

_____

_____

9) **COUNTERPARTS**. This Agreement may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same Agreement.

Delivery of an executed counterpart of a signature page to this Agreement via electronic mail shall be as effective as delivery of an original signed copy.

10) **BINDING EFFECT; ASSIGNMENT**. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Buyer may assign this Agreement prior to closing upon written notice of such assignment to Seller.

11) **INTEGRATION; AMENDMENT**. This Agreement contains the entire agreement between the parties relating to the Property, and supersedes any prior agreement, arrangement or understanding between the parties, whether oral, written, electronic or otherwise. This Agreement may only be amended, modified, or changed by a traditional written document properly executed by Buyer and Seller. Such amendment may be transmitted by e-mail or other method permitted by the provisions for giving notice in this Agreement.

12) **REMEDIES**. If either Buyer or Seller defaults in the performance of this Agreement, the non-defaulting party may seek any right or remedy provided at law or equity, including specific performance of this Agreement, damages or rescission. In any suit, action or appeal therefrom to enforce or to interpret this Agreement, the prevailing party shall be entitled to recover all of its costs incurred therein, whether of right or discretionary, including reasonable attorneys' fees, and including such costs and reasonable attorneys' fees on appeal or incident to collection or enforcement of a judgment.

13) **WAIVER**. Waiver of performance of any provision of this Agreement shall not be a waiver of, nor prejudice, the party's rights otherwise to require performance of the same provision or any other provision.

14) **TIME OF THE ESSENCE; BUSINESS DAYS AND HOURS**. Time is of the essence in this Agreement. A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the Property is located. A business day shall not include any Saturday or Sunday nor shall a business day include any legal holiday recognized by the State of Idaho as set forth in Idaho Code § 73-108. The time in which any act required under this Agreement is to be performed shall be computed by excluding the date of execution and including the last day. The first day shall be the day after the date of execution. If the last day is a legal holiday or a weekend then the time for performance shall be the next subsequent business day.

15) **SELLER COOPERATION; CONTINUED OPERATIONS**. Seller shall cooperate in connection with Buyer's efforts to obtain inspections, reports, permits, consents and approvals as Buyer deems necessary or appropriate in connection with the Property. From

the Effective Date through the Closing Date, Seller shall continue to operate, keep and maintain the Property in the ordinary course of business and at a level consistent with prior practices.

16) **AUTHORITY**. Each individual executing this Agreement represents and warrants that he or she is duly authorized to execute and to deliver this Agreement on behalf of the party such individual represents and that this Agreement is binding upon said party in accordance with its terms.

17) **PARTIES IN POSSESSION; LIENS**. Seller represents and warrants to Buyer, as of the date of this Agreement and as of the Closing Date, that the Property is not subject to any leases, tenancies or rights of persons in possession except as have been disclosed to Buyer in writing. Prior to closing, Seller shall execute and deliver to Title Agent or Buyer an executed No-Lien Affidavit, in a form reasonably acceptable to Buyer, confirming the nonexistence of any liens or rights to any liens on the Property.

18) **CONSTRUCTION**. Both the Seller and the Buyer have been, or have had the opportunity to be, represented by legal counsel in the course of the negotiations for the preparation of this Agreement. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its plain meaning, and not strictly for or against either party regardless of which party caused the preparation of this Agreement.

19) **CONFIDENTIALITY AND NO-SHOP**. Subject to applicable public records and meetings laws, from the Effective Date until the Closing Date or earlier termination of this Agreement, Buyer and Seller shall maintain strict confidentiality regarding the existence of the parties' negotiations, this Agreement, the proposed transaction and all other matters related thereto. Notwithstanding the foregoing, each party shall be entitled to disclose to its legal and financial advisors such information to the extent necessary for the advisors to provide advice to such party and if each such advisor acknowledges, in writing, that it is bound by this provision. In addition, Seller agrees that, during the period noted above, it will not list or advertise the Property for sale or lease, or accept any offer or contract, or engage in any negotiation or discussion regarding the sale, lease, hypothecation, or any other transaction relating to the Property (or any merger or sale of equity which would involve a change of control of Seller) and will immediately disclose any unsolicited offers or inquiries to Buyer.

20) **CHOICE OF LAW**. This Agreement and any issues or disputes arising out of, relating to, or in any manner in connection with it (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Idaho, without giving effect to its conflict of laws principles. In the event of any dispute arising

out of this Agreement or any action to enforce the terms hereof, the parties expressly submit to jurisdiction and agree to venue in the Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls, and irrevocably and unconditionally waive any right to argue that any such court constitutes an inconvenient forum. Further, the parties expressly consent to accept service of any pleading or motion related to enforcing this Agreement by the prosecuting/moving party by mailing, hand delivering, or overnight expressing a copy to the other party and the other party's attorneys, if any. THE PARTIES HEREBY WAIVE TRIAL BY JURY.

The parties have executed this Agreement effective the day and year first above written.

SELLER:

W-4 Dairy, an Idaho Limited Partnership

By:_____
Stacey Jackson, General Partner

By:_____
Brandon Whiteside, General Partner

By:_____
Brent Whiteside, General Partner

BUYER:

Board of Regents of the University of Idaho

By:_____
Brian Foisy, Vice President Finance and Administration
University of Idaho

Exhibits

Exhibits:
Exhibit A – Legal Descriptions of the Land
Exhibit B – Description of Included Personal Property
Exhibit C – Water Rights
Exhibit D – Seller Representations and Warranties
Exhibit E – Warranty Deeds
Exhibit F – Bill of Sale
Exhibit G- Notice of Change in Water Right Ownership
Exhibit H - CAFO Transfer Application

ACKNOWLEDGMENT AND AGREEMENT:

TitleOne Corporation hereby acknowledges receipt of a fully-executed copy of this Agreement and agrees to be bound by the terms thereof.

TITLEONE CORPORATION

By:_____
Name:_____
Title:_____

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND**

Part of Section 17 in Township 7 South, Range 24 East of the Boise Meridian, Minidoka County, State of Idaho.

Beginning at the Northwest Corner of Section 17 in T.7 S., R.24 E., B.M. said corner marked by a ⅝" rebar which shall be the Point of Beginning;

THENCE North 89 degrees 43 minutes 45 seconds East along the north line of Section 17 for a distance of 5270.51 feet to a ⅝" rebar at the Northeast Corner of Section 17;

THENCE South 00 degrees 07 minutes 38 seconds East along the east line of Section 17 for a distance of 2713.82 feet;

THENCE North 86 degrees 48 minutes 01 seconds West for a distance of 23.96 feet to a ½" rebar;

THENCE North 86 degrees 48 minutes 01 seconds West for a distance of 894.18 feet to a ½" rebar;

THENCE North 18 degrees 24 minutes 10 seconds West for a distance of 1382.22 feet to a ½" rebar;

THENCE South 89 degrees 26 minutes 20 seconds West for a distance of 1274.32 feet to a ½" rebar;

THENCE South 88 degrees 45 minutes 09 seconds West for a distance of 1350.02 feet;

THENCE North 27 degrees 42 minutes 13 seconds West for a distance of 61.93 feet;

THENCE North 12 degrees 11 minutes 50 seconds East for a distance of 1325.40 feet;

THENCE South 89 degrees 43 minutes 45 seconds West for a distance of 596.50 feet;

THENCE along a non-tangent curve to the left for a distance of 1378.48 feet, said curve having a radius of 1350.00 feet, a delta angle of 58 degrees 30 minutes 17 seconds, and a long chord bearing of South 44 degrees 36 minutes 51 seconds West for a distance of 1319.37 feet;

THENCE South 00 degrees 09 minutes 10 seconds East for a distance of 930.57 feet to a ½" rebar;

THENCE South 89 degrees 50 minutes 50 seconds West for a distance of 25.00 feet to the west line of Section 17;

THENCE North 00 degrees 09 minutes 10 seconds West along said section line for a distance of 1890.33 feet to the Point Of Beginning.

Said property contains 163.02 acres more or less and is subject to any easements or right of ways, existing or of record.

AND

Part of Section 17 in Township 7 South, Range 24 East of the Boise Meridian, Minidoka County, State of Idaho.

Beginning at the Northwest Corner of Section 17 in T.7 S., R.24 E., B.M. said corner marked by a ⅝" rebar; Thence South 00 degrees 09 minutes 10 seconds East along the west line of Section 17 for a distance of 1890.33 feet to the Point of Beginning;

THENCE North 89 degrees 50 minutes 50 seconds East for a distance of 25.00 feet to a ½" rebar;

THENCE along a non-tangent curve to the left for a distance of 1065.87 feet to a ½" rebar, said curve having a radius of 1420.00 feet, a delta angle of 43 degrees 00 minutes 24 seconds, and a long chord bearing of South 45 degrees 17 minutes 56 seconds East for a distance of 1041.02 feet;

THENCE North 89 degrees 19 minutes 52 seconds East for a distance of 768.84 feet to a ½" rebar;

THENCE North 81 degrees 54 minutes 35 seconds East for a distance of 504.94 feet to a ½" rebar;

THENCE North 61 degrees 17 minutes 29 seconds East for a distance of 111.82 feet to a ½" rebar;

THENCE North 28 degrees 16 minutes 21 seconds East for a distance of 275.45 feet to a ½" rebar;

THENCE along a non-tangent curve to the left for a distance of 1009.06 feet to a ½" rebar, said curve having a radius of 1320.00 feet, a delta angle of 43 degrees 47 minutes 57 seconds, and a long chord bearing of North 22 degrees 49 minutes 20 seconds East for a distance of 984.67 feet;

THENCE North 89 degrees 26 minutes 20 seconds East for a distance of 1274.32 feet to a ½" rebar;

THENCE South 18 degrees 24 minutes 10 seconds East for a distance of 1382.22 feet to a ½" rebar;

THENCE North 89 degrees 01 minutes 32 seconds West for a distance of 279.79 feet to a ½" rebar;

THENCE along a non-tangent curve to the left for a distance of 850.18 feet, said curve having a radius of 1301.00 feet, a delta angle of 37 degrees 26 minutes 30 seconds, and a long chord bearing of South 77 degrees 03 minutes 13 seconds West for a distance of 835.13 feet;

THENCE along a curve to the left for a distance of 442.36 feet to a ½" rebar, said curve having a radius of 1301.00 feet, a delta angle of 19 degrees 28 minutes 53 seconds, and a long chord bearing of South 48 degrees 35 minutes 30 seconds West for a distance of 440.23 feet;

THENCE South 48 degrees 35 minutes 30 seconds West for a distance of 362.24 feet to a ½" rebar;

THENCE along a non-tangent curve to the left for a distance of 981.29 feet to a ½" rebar, said curve having a radius of 1440.00 feet, a delta angle of 39 degrees 02 minutes 40 seconds, and a long chord bearing of North 43 degrees 06 minutes 13 seconds West for a distance of 962.42 feet;

THENCE South 89 degrees 19 minutes 52 seconds West for a distance of 1351.90 feet to a ½" rebar;

THENCE South 53 degrees 06 minutes 36 seconds West for a distance of 358.71 feet to a ½" rebar;

THENCE North 89 degrees 34 minutes 17 seconds West for a distance of 335.26 feet to a ½" rebar;

THENCE North 89 degrees 34 minutes 17 seconds West for a distance of 25.00 feet to the west line of Section 17;

THENCE North 00 degrees 09 minutes 10 seconds West along said section line for a distance of 986.18 feet to the Point Of Beginning.

Said property contains 72.63 acres more or less and is subject to any easements or right of ways, existing or of record.

AND, also included as part of Land but separately identified as "Gift Parcel" as provided in Section 1a of this Agreement.

Part of Section 17 in Township 7 South, Range 24 East of the Boise Meridian, Minidoka County, State of Idaho.

Beginning at the Northwest Corner of Section 17 in T.7 S., R.24 E., B.M. said corner marked by a ⅝" rebar; Thence South 00 degrees 09 minutes 10 seconds East along the west line of Section 17 for a distance of 1890.33 feet; Thence North 89 degrees 50 minutes 50 seconds East for a distance of 25.00 feet to a ½" rebar which shall be the Point of Beginning;

THENCE North 00 degrees 09 minutes 10 seconds West for a distance of 930.57 feet;

THENCE along a non-tangent curve to the right for a distance of 1378.48 feet, said curve having a radius of 1350.00 feet, a delta angle of 58 degrees 30 minutes 17 seconds, and a long chord bearing of North 44 degrees 36 minutes 51 seconds East for a distance of 1319.37 feet;

THENCE North 89 degrees 43 minutes 45 seconds East for a distance of 596.50 feet;

THENCE South 12 degrees 11 minutes 50 seconds West for a distance of 1325.40 feet;

THENCE South 27 degrees 42 minutes 13 seconds East for a distance of 61.93 feet;

THENCE North 88 degrees 45 minutes 09 seconds East for a distance of 1350.02 feet to a ½″ rebar;

THENCE along a non-tangent curve to the right for a distance of 1009.06 feet to a ½″ rebar, said curve having a radius of 1320.00 feet, a delta angle of 43 degrees 47 minutes 57 seconds, and a long chord bearing of South 22 degrees 49 minutes 20 seconds West for a distance of 984.67 feet;

THENCE South 28 degrees 16 minutes 21 seconds West for a distance of 275.45 feet to a ½″ rebar;

THENCE South 61 degrees 17 minutes 29 seconds West for a distance of 111.82 feet to a ½″ rebar;

THENCE South 81 degrees 54 minutes 35 seconds West for a distance of 504.94 feet to a ½″ rebar;

THENCE South 89 degrees 19 minutes 52 seconds West for a distance of 768.84 feet to a ½″ rebar;

THENCE along a non-tangent curve to the right for a distance of 1065.87 feet to a ½″ rebar, said curve having a radius of 1420.00 feet, a delta angle of 43 degrees 00 minutes 24 seconds, and a long chord bearing of North 45 degrees 17 minutes 56 seconds West for a distance of 1041.02 feet to the Point Of Beginning.

Said property contains 100.00 acres more or less and is subject to any easements or right of ways, existing or of record.

These descriptions total approximately 335.65 acres and constitute the “Land” as defined herein.

** Legal Descriptions to be amended following receipt of the Title Commitment.

EXHIBIT B

DESCRIPTION OF INCLUDED PERSONAL PROPERTY

All personal property located on the Land as of the Effective Date for uses related to irrigation of the farmland, including, but not limited to, all irrigation wells, 2 pivots, all pumps, equipment, water lines, irrigation equipment and associated pivot power units.

Specifically including the following items of personal property:

1) Valley Pivot Model 8000 Order # 1029555;
2) Valley Pivot Model 8000 Order # 1029558;
3) North Parcel Pump 200 hp US Electric Motor;
4) Johnston Turbine Pump;
5) 25 hp Booster Pump Baldor Electric Motor.

EXHIBIT C

WATER RIGHTS

All water and water rights, and other entitlements to water, appurtenant to or beneficially used upon the Land, including but not limited to the following decreed water rights identified in the records of the Idaho Department of Water Resources:

1) 36-7932
2) 36-16810
3) 36-17710

EXHIBIT D

SELLER REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Buyer as of the Effective Date of this Agreement, and upon the Closing Date shall be deemed to represent and warrant to Buyer, as follows:

1. Seller has good and marketable title to the Property. There are no exceptions to or defects in title, except as set forth on the Title Commitment, and to Seller's knowledge there is not any defect, exception, encroachment or any fact, matter or circumstances which, with notice or the passage of time, may constitute or result in any such defect, exception or encroachment on or to the Property. Seller has and will be capable of conveying access to the Property consistent with Seller's present and past use of the Property and otherwise adequate for use of the Property for agricultural purposes as currently conducted by the Seller.

2. Seller, and the person(s) signing on behalf of Seller, if applicable, have all requisite right, power and authority to execute this Agreement. Seller has, or prior to the closing shall have, all requisite right, power and authority to perform its obligations hereunder.

3. The execution, delivery and performance by Seller of this Agreement and such other instruments and documents to be executed and delivered in connection herewith by Seller do not, and will not, result in any violation of, or conflict with any agreement or any mortgage, deed of trust, indenture, lease, security agreement, or other instrument or agreement to which Seller is a party or by which the Property is bound, or any judgment, writ, decree, order, injunction, rule or governmental regulation to which Seller or the Property is subject.

4. To Seller's knowledge there are no existing, pending, anticipated or threatened litigation, condemnation, zoning, land use or similar proceedings against Seller or involving the Property, or any other claim, action, suit or other proceeding threatened or pending which would adversely affect Buyer's right, title or interest in and to, or enjoyment or use of the Property, or which will or could adversely affect Seller's ability to consummate the transactions contemplated by this Agreement.

5. Neither Seller nor any of its members is currently in bankruptcy or has ever filed, or had filed against it, any petition seeking protection under federal bankruptcy laws or had any judgment entered against it seeking payment of a debt or made any assignment to or for the benefit of creditors. Neither the Seller nor any of its members is insolvent.

6. There are no outstanding and enforceable leases, tenancies, options, rights of first refusal, licenses, or operating or other agreements applicable to or affecting the Property to which Seller is a party or as to which Seller has knowledge. Other than this Agreement, there are no contracts or agreements relating to the sale, exchange or transfer of the Property or any part thereof or interest therein.

7. To Seller's knowledge during all times that the Property was owned or occupied by Seller, no hazardous substances or wastes have been used, located or deposited upon the Property. To Seller's knowledge, prior to Seller's acquisition of the Property, no hazardous substances or wastes have ever been used, located or deposited upon the Property. Seller has not conducted, and to Seller's knowledge no others have conducted, any activity on the Property which could have toxic, unlawful or detrimental results to the Property or the use or enjoyment thereof. Seller has not received any notice of any proceeding or any inquiry by any governmental agency with respect to hazardous substances or wastes on the Property. Seller has received no notice of, and has no reason to believe, that any matter or circumstance has occurred which, with notice or the passage of time would constitute or result in, any violations of any local, state or federal statutes or laws governing the generation, treatment, storage, disposal, or clean-up of hazardous substances or wastes, as the same may have been amended from time to time. As used herein "hazardous substances or wastes" shall mean any hazardous substance, waste or pollutants, contaminants or hazardous waste as presently defined by the Federal Water Pollution Control Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1990 and any amendments thereto, the Resource Conservation and Recovery Act and any amendments thereto or any similar state, local or federal law, rule or regulation, including, without limitation, asbestos or asbestos containing materials, PCBs, petroleum and petroleum products and urea-formaldehyde.

8. To Seller's knowledge, Seller's ownership, use, occupation, operation and maintenance of the Property is not currently and has never been in violation of any applicable orders, laws, ordinances or regulations of any local, county, state or federal governmental entity or agency. Seller has not received any notice, written or oral, that any such violation exists, has ever existed or, with notice or the passage of time, may exist in the future.

9. To Seller's knowledge, Seller has and has always had and maintained all permits, licenses, certificates and authorizations required by applicable orders, laws, ordinances and regulations relating to the ownership, use, occupation, operation and maintenance of the Property.

10. There are no liens of any type, including without limitation mortgages, deeds of trust, judgment, encumbrance, labor, mechanic or materialman (collectively, "Liens"), currently attached to the Property and Seller has no knowledge of any fact, matter or circumstance which, with notice or the passage of time, could result in any such Lien. No labor or material has been provided on or in connection with the Property during the last ninety (90) days which has not been paid for and which could form the basis of a mechanic's or materialman's Lien.

11. All taxes accruing against or assessed upon the Property by any local, county, state or federal taxing authority or government have been timely paid in accordance with applicable laws and regulations; the Property is not and during Seller's ownership has not ever been encumbered by any Lien arising from or in connection with the payment of taxes; Seller has not received any notice, oral or written, from any taxing authority threatening a Lien on the Property.

12. Seller has good and marketable title to all the Personal Property. There are no Liens or security interests in, on or attached to the Personal Property, and Seller has no knowledge of any fact, matter or circumstance which could result in any such Lien or security interest.

13. To Seller's knowledge, Seller has provided to Buyer true, accurate and complete copies of all documents and records reasonably requested by Buyer incident to this Agreement and Buyer's Due Diligence. To the extent the Due Diligence Materials were not prepared by Seller, Seller is making no warranty as to the accuracy or quality of work included therein, but Seller has no knowledge of any inaccuracy or misstatement of fact therein.

14. As used in this Exhibit D, the term "to Seller's knowledge" shall mean: (a) the current and actual knowledge and belief of Seller, including that of its Partners, (b) items set forth and described in the Title Commitment; (c) items set forth and described in the Due Diligence Materials, attached hereto.

15. Except for the express representations and warranties set forth above, and set forth in the documents of conveyance, Seller makes no warranty or representation, express or implied or arising by operation of law, including, but not limited to, any warranty of condition, habitability, merchantability or fitness for a particular purpose, with respect to the Property.

EXHIBIT E

WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, W-4 Dairy, an Idaho Limited Partnership, ("Grantor"), does hereby grant, bargain, sell and convey unto 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, whose current mailing address is Vice President Finance and Administration, University of Idaho, 875 Perimeter Dr MS3168, Moscow ID 83844-3168 ("Grantee"), the following described real property, located in Minidoka County, Idaho, to wit (the "Premises"):

See Exhibit A attached hereto and incorporated herein by this reference.

TOGETHER WITH all water and water rights and other entitlements to water appurtenant to or beneficially used upon the Premises including, but not limited to, those described on Exhibit B, and all others represented by any decree, license, permit, claim, permit application or storage entitlement, and all other ditch and canal company, water association, irrigation district, or other water delivery entity shares and entitlements to receive water from any such company, association, district or other entity, and all ditch rights, easements, and rights of way associated with any irrigation or other water well, pump, delivery ditch, canal, lateral, pipeline, or facilities used to divert, convey or deliver any water, water rights, or entitlements appurtenant to or beneficially used upon the Premises, and all minerals and mineral rights appurtenant thereto, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all estate, right, title and interest in and to the Premises, as well in law as in equity.

TO HAVE AND TO HOLD the Premises with its appurtenances unto Grantee, its successors and assigns, forever, and subject to the matters set forth on Exhibit C to this Warranty Deed attached hereto and incorporated herein (the "Permitted Exceptions"). Grantor does hereby covenant to and with Grantee, and its successors and assigns forever, that Grantor is owner in fee simple of the Premises; that Grantor has a good right to convey the fee simple; that the Premises is free from any and all liens, claims, encumbrances or other defects of title except the Permitted Exceptions; that Grantor shall and will warrant and defend the quiet and peaceful possession of said Premises by Grantee, and its successors and assigns forever, against all other claims whatsoever except as excluded or excepted herein and that Grantor and its successors and assigns will, on demand of the Grantee or its successors or assigns, execute any instrument necessary for the further assurance of the title to the Premises that may be reasonably required.

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DATED effective as of the ____ day of _____, 2019.

W-4 Dairy, an Idaho Limited Partnership

By:_____
Stacey Jackson, General Partner

By:_____
Brandon Whiteside, General Partner

By:_____
Brent Whiteside, General Partner

STATE OF IDAHO)
: ss.
County of _____)

On this _____ day of _____, 2019, before me, a Notary Public in and for said state, personally appeared Stacey Jackson, who executed the instrument on behalf of the Partnership, and acknowledged to me that such Partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public for Idaho
Residing at: _____
My commission expires: _____

STATE OF IDAHO)
: ss.
County of_____)

On this _____ day of _____, 2019, before me, a Notary Public in and for said state, personally appeared Brandon Whiteside, who executed the instrument on behalf of the Partnership, and acknowledged to me that such Partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public for Idaho
Residing at: _____
My commission expires: _____

STATE OF IDAHO)
: ss.
County of_____)

On this _____ day of _____, 2019, before me, a Notary Public in and for said state, personally appeared Brent Whiteside, who executed the instrument on behalf of the Partnership, and acknowledged to me that such Partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public for Idaho
Residing at: _____
My commission expires: _____

Exhibit A to Warranty Deed

[Legal Description to be attached]

Exhibit B to Warranty Deed

WATER RIGHTS

All water and water rights, and other entitlements to water, appurtenant to or beneficially used upon the Land, including but not limited to the following decreed water rights identified in the records of the Idaho Department of Water Resources:

1) 36-7932;
2) 36-16810;
3) 36-17710.

Exhibit C to Warranty Deed

[Permitted Exceptions to Come]

EXHIBIT F

BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, W-4 Dairy, an Idaho Limited Partnership ("Seller") does hereby grant, bargain, sell, convey, warrant, and transfer to Board of Regents of the University of Idaho, ("Buyer"), all of its right, title and interest in and to the personal property, fixtures and equipment listed on Exhibit A and/or which is located on the real property described on Exhibit B (collectively, the "Personal Property") unless specifically excluded in the attached Exhibit A. The said Personal Property is transferred and conveyed by Seller to Buyer AS-IS, in its present condition, without warranty as to condition, express or implied. Seller hereby covenants with Buyer that Seller is the lawful owner of the Personal Property, has good right to sell and convey the Personal Property to Buyer, that the Personal Property is free from all liens, claims and encumbrances, and that Seller will defend the same from and after the date hereof, and that the Seller will execute, acknowledge and deliver any further assignments, conveyances and other assurances, documents and instruments of transfer reasonably requested by Buyer and its successors and assigns for the purpose of assigning, transferring, granting, conveying and confirming the Personal Property to Buyer.

This Bill of Sale shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties and their respective legal representatives, successors and assigns.

Dated this _____ day of _____, 2019.

Attachments:
Exhibit A — Description of Personal Property
Exhibit B — Legal Description of Real Property

SELLER:

W-4 Dairy, an Idaho Limited Partnership

By:_____
Stacey Jackson, General Partner

By:_____
Brandon Whiteside, General Partner

By:_____
Brent Whiteside, General Partner

STATE OF IDAHO)
: ss.
County of _____)

On this _____ day of _____, 2019, before me, a Notary Public in and for said state, personally appeared Stacey Jackson, who executed the instrument on behalf of the Partnership, and acknowledged to me that such Partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public for Idaho
Residing at: _____
My commission expires: _____

STATE OF IDAHO)
: ss.
County of_____)

On this _____ day of _____, 2019, before me, a Notary Public in and for said state, personally appeared Brandon Whiteside, who executed the instrument on behalf of the Partnership, and acknowledged to me that such Partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public for Idaho
Residing at: _____
My commission expires: _____

STATE OF IDAHO)
: ss.
County of_____)

On this _____ day of _____, 2019, before me, a Notary Public in and for said state, personally appeared Brent Whiteside, who executed the instrument on behalf of the Partnership, and acknowledged to me that such Partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public for Idaho
Residing at: _____
My commission expires: _____

Exhibit A to Bill of Sale

Description of Included Personal Property

All personal property located on the Land as of the Effective Date for uses related to irrigation of the farmland, including, but not limited to, all irrigation wells, 2 pivots, all pumps, equipment, water lines, irrigation equipment and associated pivot power units.

Specifically including the following items of personal property:

1) Valley Pivot Model 8000 Order # 1029555;
2) Valley Pivot Model 8000 Order # 1029558;
3) North Parcel Pump 200 hp US Electric Motor;
4) Johnston Turbine Pump;
5) 25 hp Booster Pump Baldor Electric Motor.

Exhibit B to Bill of Sale

Legal Description of Real Property

EXHIBIT G

Notice of Change in Water Right Ownership

1) **This will be added following a discussion on the water right issue relating to the multiple deeds.**

EXHIBIT H

CAFO Transfer Application

1) **This will be added following a determination from the County.**

COMMITMENT TO GIFT

Between: Idaho Dairy Environmental Action League Research Foundation, Inc., an Idaho Nonprofit Corporation with its principal office located at 195 River Vista Place, Suite 308, Twin Falls, Idaho, 83301 (hereinafter "the IDEAL Foundation");

And: Board of Regents of the University of Idaho, a state educational institution and body politic and corporate organized and existing under the Constitution and laws of the State of Idaho, by and through the University of Idaho Foundation, Inc., an Idaho Nonprofit Corporation with its principal office located at 875 Perimeter Drive, Moscow, Idaho, 83844 (hereinafter "the University");

Effective Date: the _____ day of _____, 20_____.

RECITALS

A. The IDEAL Foundation desires and intends to complete the Prospective Transaction and subsequently gift the Property to the University for the purpose of directly supporting a research dairy, but only provided that the dairy become Operational before such gift is made, with the intent that the dairy be maintained and operated to conduct dairy research, where the Idaho Dairymen's Association will always participate in an advisory capacity while the CAFÉ research dairy is operational;

B. The Board of Regents is agreeable to this gift and association because it is expected that the University of Idaho and State of Idaho will realize educational and research opportunities as a result of its Gift from the IDEAL Foundation. In consideration of the IDEAL Foundation's generosity, the University will dedicate the Property to directly support the research dairy that is part of the CAFE Capital Project, it will appoint the Idaho Dairymen's Association to serve on search committees for all management positions, and it will ensure that the Idaho Dairymen's Association always serves in an advisory capacity thereafter.

AGREEMENT

WHEREFORE, the parties acknowledge the understandings expressed in the above Recitals, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to this Commitment to Gift as follows:

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1. **Definitions.** As used in this Commitment, the following words and terms shall have the following meanings, unless otherwise indicated:

   a. *"Commitment"* shall mean this Commitment to Gift;

   b. *"Gift"* shall mean the IDEAL Foundation's intention to give and surrender title to and dominion over the Property it acquires in the Prospective Transaction, and to deliver the deed to the Property to the University of Idaho Board of Regents, in accordance with the terms of this Commitment. The Property which will be gifted to the University is intended to be used to directly support the CAFE research dairy and no other use shall impair the use of the property for this purpose. In the event at any time prior to December 31, 2054, the University fails to use the Property to directly support the CAFE research dairy (including if operations (As defined by 1(c)) of the CAFE research diary cease), title shall revert to the IDEAL Foundation. At any time after January 1, 2055 the University may cease operations (As defined by 1(c)) of the CAFE research dairy and retain title to the Property without restriction on use.

   c. *"Operational" and/or "Operations"* shall mean that the research dairy is fully operative and is milking one hundred (100) cows at least twice daily for a period of thirty (30) consecutive days to directly support the CAFÉ research dairy. During the period of time that the University commences operations (Day 1 of the 30-Day period to become fully operative) and until the time period in which the transaction closes (Gift Deed Provided) IDEAL will be a third-party receiver of Dairy byproducts generated by the University for purposes of its Nutrient Management Plan and/or Environmental Management Plan.

   d. *"Property"* shall mean the 302.46 acres of real property of which 263.46 is irrigated acres (the two Southern pivots). This consists of a portion of the 640-acre parcel that will be acquired by the IDEAL Foundation and the University of Idaho Board of Regents in the Prospective Transaction and subsequently gifted to the University; and

   e. *"Prospective Transaction"* shall mean the purchase of the Property by the IDEAL Foundation from W-4 Dairy Limited Partnership. The details of this transaction are contained in the Purchase and Sale Agreement, attached as **Exhibit A**.

2. **Commitment to Gift.** The IDEAL Foundation commits to gift the University the land it will acquire in the Prospective Transaction when the research dairy becomes Operational. This Commitment is contingent on the Prospective Transaction being fully completed, and is also contingent on the University's ability to secure the other parcels needed to complete the entire research dairy facility and necessary supporting acreage. The details of the IDEAL Foundation's Prospective Transaction and the Property it will purchase are detailed in **Exhibit A**, the Purchase and Sale Agreement.

The University shall have until December 31, 2024, to make the research dairy Operational. The IDEAL Foundation may, in its sole discretion, grant time extensions at the University's request. If the University does not make the dairy Operational by said date, the IDEAL Foundation reserves the right to sell its property, together with all improvements now existing or hereafter constructed.

During the time frame set out in 1(b) relating to the reversionary interest, the University agrees that use of the Property, which Property is described in **Exhibit A**, shall be for the purpose of directly supporting the research dairy and no other use shall impair the use for this purpose. In the event that the University fails to use the Property during this time frame to directly support the research dairy (including if operations (As defined by 1(c)) of the CAFE research dairy cease), title to the Property shall revert to the IDEAL Foundation. The research dairy shall be operated in accordance with generally accepted agricultural practices. At any time after January 1, 2055 the University may cease operations (As defined by 1(c)) of the CAFE research dairy and retain title to the Property without restriction on use.

In consideration of this Commitment, the University also agrees that the Idaho Dairymen's Association will serve on search committees for all management positions at the dairy, and will always serve in an advisory capacity thereafter.

3. **Right of First Refusal.** In the event that the University fails to make the research dairy Operational by December 31, 2024, or in the event that title to the Property reverts to the IDEAL Foundation due to the University's failure to use the Property to directly support the research dairy, the IDEAL Foundation reserves the right to sell the Property, together with all improvements now existing or hereafter constructed. If the University wishes to purchase the Property before an offer from a third party is received, the University has the option to purchase the property at $2,500,000 or the appraised value of the real property, whichever is higher.

   If an offer from a third party is received before the University offers to purchase the Property, then the University shall have the first right to match the financial terms of any offer to purchase the Property. If the IDEAL Foundation receives a bona fide written offer from a third party seeking any sale of the Property, whether in whole or in part, the IDEAL Foundation agrees to immediately furnish the University with a copy of the offer. The University shall have the right within thirty (30) days after it receives such copy to match the financial terms of the offer and agree in writing to match such terms of the offer. Such writing shall be in the form of a contract substantially similar to the offer. If the University chooses not to exercise this right or fails to provide written notice to the IDEAL Foundation within the thirty (30) day period, the IDEAL Foundation may sell the Property interest pursuant to the offer, subject to the terms of this Commitment.

4. **Gift Closing and Related Matters**.

   a. **Closing Date**. The property shall be gifted on a date soon after the dairy becomes Operational (hereinafter "Closing Date"). The Gift shall not be completed after December 31, 2024, unless the IDEAL Foundation has granted a time extension, in its sole discretion, upon the University's request. The parties may advance closing of the Gift to an earlier date by mutual agreement of all parties. The IDEAL Foundation shall retain sole ownership of the Property until the dairy is Operational, although the University may occupy and lease the Property pursuant to the Lease Agreement.

   b. **Closing**. The closing shall take place at TitleOne Corporation, 237 N. Lincoln, P.O. Box 349, Jerome, Idaho 83338, Attention: Laury Lamb, (208) 324-3357, llamb@titleonecorp.com ("Title Agent"). At least three (3) business days before the Closing Date, the parties shall deposit with Title Agent all instruments and documents as necessary to complete the Gift in accordance with this Agreement. Title Agent's closing fees shall be equally divided between the parties. The University shall pay for the Title Policy. The University shall also pay for any title insurance desired by the University in addition to the Title Policy, and for the cost of any tests or inspections of the Property desired by the University, including, but not limited to, equipment inspections, soils tests, water right evaluation, well water productivity test, level 1 environmental study, and flood certification. The income and expenses with respect to the Property, including, but not limited to, leases, if any, assessments and utility charges, and those expenses described herein shall be prorated as of the Closing Date.

   c. **Conveyance and Other Instruments**. At closing, the parties shall execute and deliver the following:

      (1) *Warranty Deeds*, in the form set forth in Exhibit _, conveying good and marketable title to the Property to the University free and clear of all liens, claims and encumbrances;

      (2) *Notice of Change in Water Right Ownership ("*Notice*"*) in the form set forth in Exhibit _, thereby transferring the IDEAL Foundation's interest in the decreed water rights identified in Exhibit _ to the University.

      (3) All other documents or instruments reasonably requested by the University or Title Agent to complete the transactions contemplated by this Commitment, including any assignments or other documents required in connection with the transfer of any FSA Programs, Water Rights, or other entitlements related to the use of the Property.

5. **BINDING EFFECT; ASSIGNMENT.** This Commitment shall be binding upon and inure to the benefit of the parties and their successors and assigns. The University may not assign this Commitment prior to closing the Gift.

6. **INTEGRATION; AMENDMENT.** This Commitment contains the entire agreement between the parties relating to the Gift, and supersedes any prior agreement, arrangement or understanding between the parties, whether oral, written, electronic or otherwise. This Commitment may only be amended, modified, or changed by a traditional written document properly executed by the University and the IDEAL Foundation. Such amendment may be transmitted by e-mail.

7. **AUTHORITY.** Each individual executing this Commitment represents and warrants that he or she is duly authorized to execute and to deliver this Commitment on behalf of the party such individual represents and that this Commitment is binding upon said party in accordance with its terms.

8. **CONSTRUCTION.** Both the the IDEAL Foundation and the the University have been, or have had the opportunity to be, represented by legal counsel in the course of the negotiations for the preparation of this Agreement. Accordingly, in all cases, the language of this Commitment shall be construed simply, according to its plain meaning, and not strictly for or against either party regardless of which party caused the preparation of this Agreement.

EXECUTED by the parties or their duly authorized representatives, to be effective as provided above.

The University of Idaho:

By:_____
Brian Foisy, Vice President
Finance and Admin

The IDEAL Foundation:

By:_____
Pete Wiersma, President
Idaho Dairy Environmental Action
League Research Foundation, Inc.

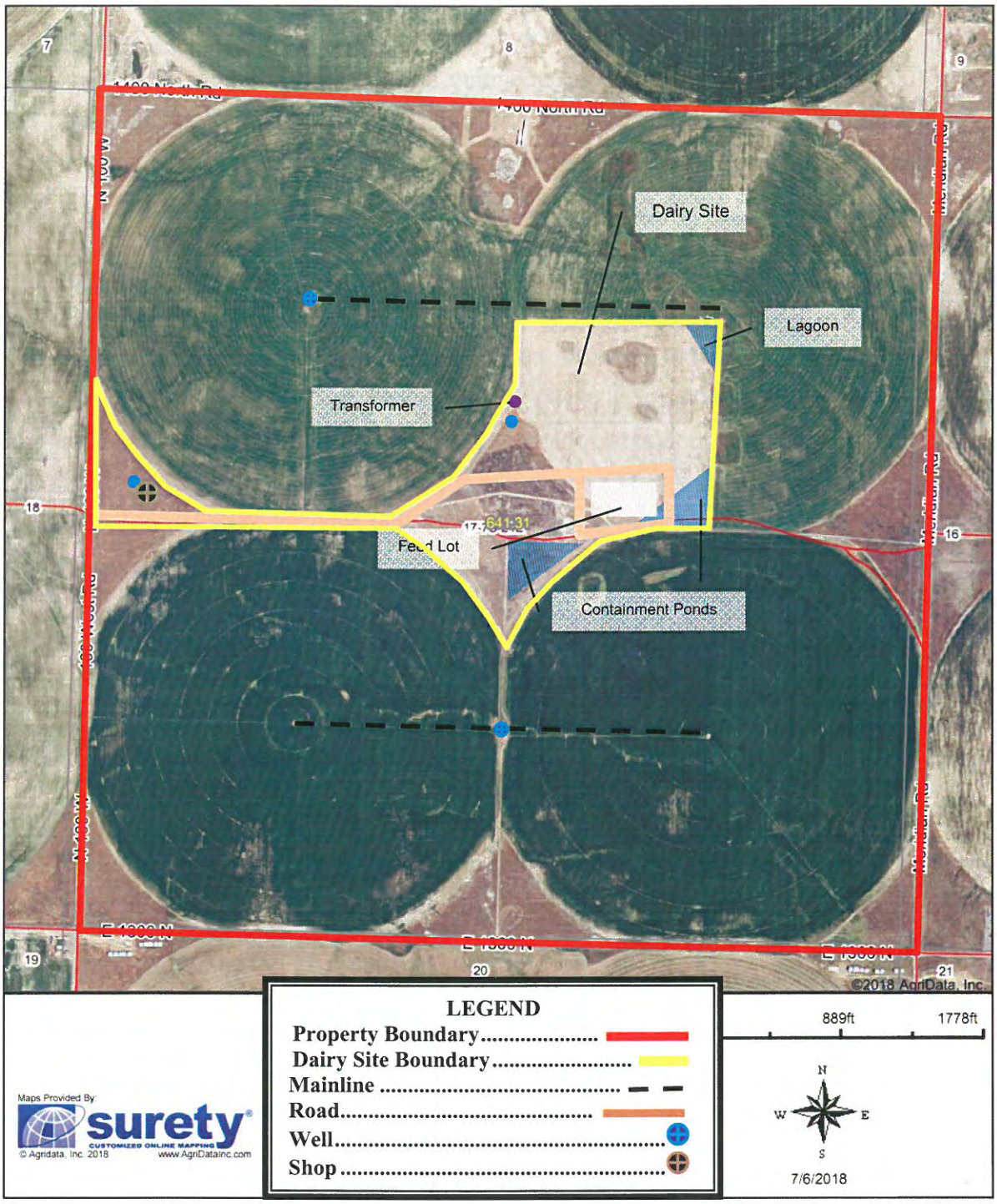
The University of Idaho Foundation, Inc.:

By:_____
Joy Fisher, Executive Director

Exhibit A

TRACT 3 DESCRIPTION

AERIAL MAP



CAFE Construction Analysis	
Land (Dairy Site)	5,400,000
Land (Outreach Site)	1,000,000
Construction + Contingency	30,000,000
FF&E Costs	4,000,000
Miscellaneous Costs	4,600,000
CASH/GIK REQUIRED	45,000,000

Fundraising Revenue Analysis	
State - DPW/PBF	10,000,000
IDA	2,000,000
University of Idaho	2,500,000
Whiteside Family (GIK)	900,000
SUBTOTAL	15,400,000
Surplus Property A (est)	4,000,000
Surplus Property B (est)	1,000,000
SUBTOTAL	20,400,000
Prospect A	3,000,000
Prospect B	2,000,000
Prospect C	5,000,000
SUBTOTAL	30,400,000
Prospect D	1,000,000
Prospect E	1,000,000
Prospect F	90,000
TOTAL PROJECT REVENUE	32,490,000

Fundraising Cash Analysis	
State - DPW/PBF	10,000,000
IDA	2,000,000
University of Idaho	2,500,000
Whiteside Family (GIK)	900,000
SUBTOTAL	15,400,000
Surplus Property A (est)	-
Surplus Property B (est)	-
SUBTOTAL	15,400,000
Prospect A	-
Prospect B	-
Prospect C	-
SUBTOTAL	15,400,000
Prospect D	-
Prospect E	-
Prospect F	-
AVAILABLE CASH	15,400,000

UNIVERSITY OF IDAHO

SUBJECT

Updated Six-Year Capital Plan (FY2020-2025)

REFERENCE

August 2018 Board approved Six-Year Capital Plan

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.K.2.a and b.

ALIGNMENT WITH STRATEGIC PLAN

Goal 3: Objective A: Workforce Alignment – Prepare students to efficiently and effectively enter and succeed in the workforce.

BACKGROUND/DISCUSSION

The University of Idaho (UI) is providing an updated Six-Year Capital Plan to reflect the addition of two projects to the plan.

6th Street Greenhouses Expansion and Improvements

The College of Agricultural and Life Sciences (CALS) operates the 6th Street Greenhouses on the main campus of UI in Moscow. This greenhouse complex supports teaching, research and extension activities within CALS. The most recent major renovation to the 6th Street Greenhouses occurred in approximately 1995, more than 20 years ago. At that time, provisions included in the master plan were made for eventual expansion of the greenhouses complex. CALS now wishes to proceed with this long-planned expansion. The project is envisioned to include the addition of three new greenhouse bays to the existing greenhouse wings, creation of a technology equipped classroom, and necessary building system renovations, utility infrastructure improvements, and site development.

Equine Pavilion and Display Arena

CALS has a vision to design and construct an Equine Pavilion and Display Arena within the West Farm neighborhood to serve a variety of animal display and competition events and activities. The new facility will serve CALS, and the greater community by hosting a variety of events in support of the research and extension mission of UI. The project is envisioned to include the design and construction of the proposed Equine Pavilion and Display Arena and necessary utility infrastructure, and site development.

IMPACT

These two facilities are key in the success of UI's strategic plan, supporting Goal 2, Engage, Goal 3, Transform, and Goal 4, Cultivate, engaging the community and enriching the collegiate experiences and careers of the students of UI. There is

no material financial impact from approval of the updated Six-Year Capital Plan. UI will seek approval of the individual construction projects described above in compliance with Board policy, at which time the financial impact of each project will be addressed in accordance with applicable policy.

ATTACHMENTS

Attachment 1 – Revised Six-Year Capital Plan

STAFF COMMENTS AND RECOMMENDATIONS

Board Policy V.K. states that institutions under the governance of the Board shall submit to the Board for its approval a six-year capital construction plan prior to commencing a capital construction project. The proposed plan adds two projects to the institution's six-year plan in accordance with Board policy.

Staff recommends approval.

BOARD ACTION

I move to approve the revision to the FY20–25 University of Idaho's six-year capital plan as submitted in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

SET C: SIX YEAR CAPITAL IMPROVEMENT PLAN
(Major Capital Projects greater than $1 mil Total Project Cost)
FY 2020 THROUGH FY 2025
($ in 000's)

Institution: University of Idaho

FY2020 REVISED SUBMITTAL Feb 19

			FY 2020			FY 2021			FY 2022			FY 2023			FY 2024			FY 2025		
Project Title	Est. Cost	*Prev. Fund.*	PBF	Other	Total	PBF	Other	Total	PBF	Other	Total	PBF	Other	Total	PBF	Other	Total	PBF	Other	Total
Aquaculture Research Facility CP140029	2,350	2,350	In Punchlist Status as of 1 Aug 18																	
Admin Bldg. Entry Foyer & Stair Life Safety Imp & Renovations CP150004, DPW 15-251	2,318	2,318	In Punchlist Status as of 1 Aug 18																	
WWAMI Medical Education Tenant Improvements at Gritman MOB CP170041	3,000	3,000	In Punchlist Status as of 1 Aug 18																	
Northern Idaho Collaborative Education Facility (NICE) CP150079, DPW 16-251	9,728	9,728	In Construction Status as of 1 Aug 18																	
University House CP160071	1,950	1,950	In Construction Status as of 1 Aug 18																	
WWAMI Medical Education Building Improvements and Expansion CP180006, DPW 18-256	4,625	4,625	In Construction Status as of 1 Aug 18																	
NMCREEC Classroom and Office Building, Salmon CP180024	2,500	2,500	In Bid Award Status as of 1 Aug 18																	
ICCU Idaho Arena CP170040	45,800	45,800	In Design Status as of 1 Aug 18																	
West Campus Utilities Extension CP180021	3,500	3,500	In Design Status as of 1 Aug 18																	
Nuclear Seed Potato Germplasm & Storage Building CP190012, DPW 19-250	5,500	5,500	In Design Status as of 1 Aug 18																	
Bruce M. Pitman Center Exterior Envelope Repairs CP190013, DPW 19-262	1,622	1,622	In Design Status as of 1 Aug 18																	
Idaho Center for Agriculture, Food, and Environment (CAFÉ)	45,000	10,000	5,000	20,000	25,000		10,000	10,000												
Tribal and Diversity Center Facility	7,500	0	125		125	3,688		3,688	3,688		3,688									
Engineering/STEM Education/Classroom Facility	40,000	0	600		600	3,700	32,000	35,700	3,700		3,700									
CALS Parma Extension and Analytics Center	6,100	0		600	600		5,500	5,500												
College of Education, Health and Human Sciences Innovation Lab	7,000	0		500	500		6,500	6,500												
6th Street Greenhouses Expansion and Improvements	1,500	0		1,500	1,500															
CALS Equine Pavilion and Display Arena	3,500	0		3,500	3,500															
Idaho Avenue Extension Repairs and Repaving	1,005	0				1,005		1,005												
Life Sciences South HVAC Upgrades, Ph. 3, PBF A&R	1,298	0										1,298		1,298						
Gibb Hall HVAC Upgrades, Ph. 2, PBF A&R	1,296	0													1,296		1,296			
Steam Plant Emergency Generator	1,103	0													1,103		1,103			
Perimeter Drive Replace Paradise Creek Undercrossing	1,012	0																1,012		1,012
Admin Bldg. HVAC, Ph. 2, PBF A&R	1,299	0																1,299		1,299
Gibb Hall HVAC Upgrades, Ph. 3, PBF A&R	1,299	0																1,299		1,299
Library Collections Maintenance Facility #	TBD	0																		
Coll. of Agricultural & Life Sciences New Meats Laboratory #	7,220	0																		
McCall Field Campus Improvements per the 2014 Master Plan #	7,000	0																		
Pedestrian Walkway Improvements, phase 1 #	1,000	0																		
New Undergraduate Housing, Phase 1 #	36,000	0																		
	253,024	92,893	5,725	26,100	31,825	8,392	54,000	62,392	7,388	0	7,388	1,298	0	1,298	2,400	0	2,400	3,610	0	3,610

S:\Facilities\CapitalPlanning\Capital Budget\FY 20 State Request\Six Year Plan (Set C)\FY 2020 Six Year Plan.

Project schedule is TBD and dependent upon funding availability.

UNIVERSITY OF IDAHO

SUBJECT

Revised Transaction - Rinker Rock Creek Ranch

REFERENCE

December 2017	Description of the Rock Creek Ranch real property and project. Description of donation of real property by the Rinker family to support UI acquisition of title to the ranch property. Approval by the Board for the University to include the Rinker family name in the name of the facility should the University acquire title to the real property
October 2018	Approval for the purchase of the Rock Creek Ranch property.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I Real and Personal Property and Services

ALIGNMENT WITH STRATEGIC PLAN

Goal 2, Objective A: Higher Level of Educational Attainment

BACKGROUND/DISCUSSION

A change in circumstance has resulted in the need to restructure the University of Idaho's (UI's) acquisition of the Rock Creek Ranch. Acquisition of the ranch by direct purchase was approved by the Board in October, 2018. However, in the interim, UI and the Sellers have learned that the Natural Resources Conservation Service (NRCS), an agency within the US Department of Agriculture that is in charge of the conservation easements encumbering the Rock Creek Ranch, is unwilling or unable to revise indemnification language contained in the original easement documents which would apply to the owners. This language requires a broader indemnification of the federal agency by the owner than UI is able to agree to pursuant to state law.

General Counsel for UI, in reviewing the underlying conservation easements, initially believed that a revision of the indemnification language would be a simple matter based on revisions in the applicable federal law that occurred after the initial easements were granted. Proposed revisions sent to NRCS have been met with significantly more resistance than anticipated, and thus the need to propose a revision in the transaction.

The revised structure for the transaction consists of a 99 year lease/option granting sole occupancy and possession of the ranch to UI as well as an option to purchase

fee title under substantially identical terms as the initial purchase transaction. Rent under the lease consists of a single initial payment equal to the purchase payment initially agreed upon. UI then has the option, upon payment of $100, to acquire full title at any time during the term of the lease. It is UI's intention to do so once the issue of the easement indemnification language is resolved. Resolution of the easement indemnification language can occur either through agreement with the NRCS which UI intends to pursue or through other ownership structures available to UI.

There is a time element to this transaction that also necessitates the revision now to a long-term lease/option. As was described in the materials presented to the Board in October 2018, the Rinker Rock Creek Ranch property is available to UI because the Nature Conservancy and the Wood River Land Trust jointly purchased the property from the Rinker family under a bargain purchase agreement. The Nature Conservancy has been able to replace nearly all of the funds it used for the purchase through fund raising. The Wood River Land Trust still needs approximately $1.2 million plus accruing interest to replenish its funds. The shortfall formed the basis for the agreed purchase price for the property which was approved in 2018. Interest on these funds continues to accrue (which UI has agreed to pay as part of the purchase price). The trust has other worthy conservation projects that these funds can advance. Converting the transaction to a 99 year lease/option with a single rent payment allows the transaction to close and replenish the trusts' funds and avoids further accrual of interest.

IMPACT

There is no new financial impact to UI resulting from the conversion of the transaction from the previously approved direct purchase to the proposed 99 year lease/option. UI's anticipated uses of the Rinker Rock Creek Ranch property will not be affected by the new transaction structure.

ATTACHMENTS

Attachment 1 – Rock Creek Lease-Option Agreement

STAFF COMMENTS AND RECOMMENDATIONS

At the October 2018 Board meeting, the Board approved a direct purchase of this property for $1,252,388. The original purchase agreement was met with resistance from the US Department of Agriculture regarding the easements surrounding the Rock Creek Ranch. In order to move forward with this project, the purchase needs to be changed to a long-term lease option (99 years) with an option to purchase full title to the property for an additional $100. There is no difference between the long-term lease and the previously approved purchase price.

Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to enter into a 99 year Lease/Option Agreement for the Rinker Rock Creek Ranch Property in substantial conformance with the terms set out in Attachment 1 submitted to the Board. This approval includes authorization for the Vice President of Finance and Administration of the University of Idaho to execute and deliver all necessary documents contemplated thereby.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

EXCLUSIVE LEASE-OPTION AGREEMENT
BETWEEN
THE NATURE CONSERVANCY,
THE WOOD RIVER LAND TRUST
AND
THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO

THIS EXCLUSIVE LEASE-OPTION AGREEMENT (hereinafter this "**Lease**" or this "**Agreement**") is made and entered into effective this _____ day of _____, _____, by and between **THE WOOD RIVER LAND TRUST** ("**WRLT**"), an Idaho non-profit corporation, and **THE NATURE CONSERVANCY** ("**TNC**"), a District of Columbia non-profit corporation registered to conduct business in the State of Idaho, (hereinafter identified by name or jointly as "**Landlord**"), and **THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO**, a state educational institution and body politic and corporate organized and existing under the constitution and laws of the State of Idaho (hereinafter the "**University**" or "**Tenant**").

RECITAL

The parties enter into this Agreement in order to effect the long term possession and acquisition by the University of the below-described Subject Property. It is the goal of the parties that the University acquire the Subject Property. The parties have elected to enter into this Agreement while the parties work collaboratively to resolve issues created by the language of the below-described Conservation Easements, specifically as to the Subject Property owner's indemnification of the Natural Resources Conservation Service ("NRCS"). The University is subject to limitations imposed by law on its ability to enter into unlimited and unqualified indemnification agreements, including but not limited to Idaho Code 6-901 through 6-929, known as the Idaho Tort Claims Act, and Idaho Code 59-1015. It is the mutual goal of the parties to resolve this issue in a manner acceptable to the University, thereby allowing the University to exercise its option under this Agreement.

SECTION A – LEASE

A.1 Lease. Subject to the terms of this Agreement, Landlord hereby leases exclusively to Tenant the subject property described in **Exhibit A** hereto, together with all rights, title and interest, in the buildings, structures (surface and sub-surface) and other improvements, including such fixtures, located thereon, and all water rights, easements, if any, benefiting the subject property; and all rights and appurtenances pertaining to the subject property, including any right, title and interest of Landlord in and to rights of way; all tenements, hereditaments, buildings, appurtenances, rights, privileges, licenses, leases, permits, easements, and rights-of-way incident thereto (collectively, the "**Subject Property**"), which Subject Property shall include the following:

(a) Real Property. All of the Land which is described on **Exhibit A**. For purposes of this Agreement, the "**Real Property**" shall include buildings or improvements which are added to the Land by the Tenant after the Execution Date.

(b) Tangible Personal Property. All tangible personal property owned, used, maintained or operated by the Landlord or otherwise located on the Subject Property, including, without limitation, all equipment, furniture, fixtures, machinery, vehicles, office furnishings, instruments, leasehold improvements, spare parts and, to the extent assignable or transferable by the Landlord, all rights to warranties of any manufacturer or vendor with respect thereto ("**Tangible Personal Property**") shall be leased to Tenant as of the Execution Date. The Tangible Personal Property is fully described on **Exhibit A.1**, attached hereto and incorporated herein.

(c) Grazing Leases and Permits. All grazing leases and permits associated with or part of the Subject Property shall be assigned to Tenant, effective the Execution Date.

(d) Replacements, Improvements and Enhancements. Replacements of, enhancements of, additions to and improvements of the Subject Property made by Landlord, with Tenant's prior consent as provided below, during the Lease Term or any Renewal Term shall be considered and shall become part of the Subject Property. Replacements of, enhancements of, additions to and improvements of the Subject Property made by Tenant during the Lease Term or any Renewal Term ("**Tenant RIE**") shall be treated as follows:

(i) Tenant RIE which are affixed to the Real Property such that removal of the Tenant RIE would cause damage to the Real Property shall become part of the Real Property;

(ii) Tenant RIE which can be removed without damaging the Real Property shall, at the option of Tenant, either remain the property of Tenant or shall become part of the Subject Property. Tenant may elect the status of the said Tenant RIE either at the time of acquisition, at the time of Tenant's exercise of the Option to Purchase, or upon termination of this Lease and surrender of the Subject Property to the Landlord. Tenant shall promptly notify the Landlord in writing of its election. Tenant RIE which are retained by Tenant shall hereinafter be referred to as "**Tenant Retained Property**".

A.2 Title Insurance. Tenant, at Tenant's expense, shall obtain a Standard ALTA Title Insurance Policy insuring Tenant's interests in the Subject Property. The Policy shall insure title subject only to the Exceptions shown in Schedule B of the ALTA Commitment for Title Insurance which is attached hereto as **Exhibit A.2** (the "**Commitment**").

A.3 Term of Lease.

(a) Initial Lease Term. The Initial Lease Term of this Lease shall be ninety-nine (99) years. It shall commence on the Execution Date and continue thereafter until midnight of _____, 21__, unless terminated earlier pursuant to the provisions of this Agreement.

(b) Option to Renew Lease. Tenant shall have the option to extend this Lease for additional Lease renewal terms of ten (10) years each (each a "**Renewal Term**"), so long as Tenant is not in default of the terms of this Lease at the time the option is exercised and at the time the renewal time is to commence. The other terms and conditions of this Lease shall govern during the Lease Renewal Terms. Exercise of this option to renew shall be by written notice given to the Landlord at least ninety (90) days prior to the expiration of the then-existing Lease Term; provided, should Tenant fail to provide such notice at the end of the Term or any Renewal Term, Tenant shall retain the right to hold over and renew this Lease until such time that Landlord notifies Tenant in writing that Landlord does not consent to Tenant's holding over. Upon receipt of such notice, Tenant shall have 30 days to provide written notice of its intention to exercise its option to renew. Failure of Tenant to respond to Landlord's notice shall be deemed to confirm Tenant's intention to not exercise its option to renew, in which case Tenant shall vacate the Subject Property.

A.4 Payment of Rent.

(a) Rent. The rent for Tenant's lease of the Subject Property shall be ONE MILLION TWO HUNDRED FIFTY-TWO THOUSAND THREE HUNDRED AND EIGHTY-EIGHT DOLLARS AND 00/100 ($1,252,388), which shall be payable on the Execution Date, in one lump sum, as rent for the entire Lease Term and all Renewal Terms. The distribution at closing of the Rent shall be $1,220,888 to the WRLT and $31,500 to TNC. The parties recognize and agree that the Rent is substantially below a fair market value Rent for the Property, and therefore the Tenant agrees to the reservation by Landlord of the right to terminate this Lease and re-acquire the Subject Property in the event that Tenant desires to assign its rights under this this Agreement, as described in Section A.16 below. Assuming that Landlord has fully complied with all of Landlord's obligations under the terms of this Agreement and the closing of this transaction occurs later than November 1, 2018, the Rent shall be increased by the sum of $67.26 per day for each day after November 1, until the closing of the execution of this Lease.

(b) Triple Net. It is the intention of the parties that the WRLT and TNC shall receive the Rent net of any costs or offsets, save and except only such costs of closing this transaction, if any, as are allocated to WRLT and TNC by agreement of the parties. During the Lease Term and any Renewal Term, all costs and expenses associated with the ownership and operation of the Subject Property shall be the sole responsibility of the University; provided, the University shall not be responsible for any costs which the WRLT or TNC elect to incur in their capacity as Landlord, unless the University has agreed in advance to reimburse the WRLT and/or TNC for the subject cost.

A.5 Memorandum of Lease-Option Agreement. Concurrently with the execution of this Agreement, the parties shall execute the *Memorandum of Lease-Option Agreement* which is attached hereto as **Exhibit B** and shall cause such Memorandum to be filed on record with the Office of Recorder of Blaine County, Idaho.

A.6 Use of Subject Property.

(a) Exclusive Possession of Subject Property.

(i) Tenant shall be entitled to the exclusive possession of the Subject Property on the Execution Date. Tenant acknowledges that Landlord has certain grant agreements, listed in **Exhibit C**, pertaining to habitat restoration on the

Property that were entered into prior to this Agreement and which have on-going obligations that will survive transfer of the Property. Tenant agrees not to interfere with Landlord's ability to meet these obligations. Tenant also acknowledges that its exclusive right of possession of the Subject Property shall be subject to any claim or encumbrance of any nature based on activities and the various mining laws relating to the McCoy mine site located in Section 31 T2N R18E, Boise Meridian.

Landlord shall not during the Lease Term or any Renewal Term grant any other person or entity any lease, easement, license or other right of use or occupation of the Subject Property, or any portion thereof, without Tenant's prior written consent, which may be granted or withheld by Tenant in Tenant's sole discretion.

(ii) Tenant shall take possession of the Subject Property in its "as is" condition as of the Execution Date, which condition is generally documented in the following reports:

1. That certain report made by Assessment and Compliance Services (ACS) titled "Phase I Environmental Site Assessment of 10,400 Acres Along Rock Creek" dated November 2013, and ACS's "Limited Follow-Up Sampling at the McCoy Mine Property, Blaine County, Idaho" dated 2/6/14;
2. That certain "NRCS GRP Baseline Report" (No. 8302111301DF9) dated November 8, 2013;
3. That certain NRCS GRP Baseline Report" (No. 8302111301DFS) dated November 11, 2013;
4. That certain June 2018 Update to the aforesaid Phase 1 Environmental Site Assessment; and,
5. That certain "Current Conditions Report" documenting restoration work conducted by the Conservation Parties which shall be prepared by the Landlord for review by Tenant prior to closing of this transaction.; Tenant's approval of the Report shall be a condition of closing of this transaction.

(b) Use of the Subject Property by Tenant. The Subject Property has certain natural, scenic, conservation, wildlife habitat, and open space values which are protected by the terms of the Grasslands Reserve Program Easements in favor of the U.S. Natural Resources Conservation Service which are of record on the Subject Property (the "**Conservation Easements**"). The University will continue to engage in agricultural and related uses of the Subject Property, will further use the Subject Property to establish a sustainable rangeland research and education facility in the heart of Idaho where ranching, conservation, and recreation interests intersect and may also engage in any other land uses not prohibited by the terms of the Conservation Easements. The rangeland research and education facility will focus on innovative, interdisciplinary and collaborative approaches to address important challenges impacting ranching and conservation on western rangelands, should continue to provide opportunities for managed public access and recreation on portions of the Subject Property and should serve as a podium for education on conserving and enhancing fish and wildlife habitat and livestock management on Idaho rangelands. The above provisions notwithstanding, the parties acknowledge that activities may occur on the Subject Property during the University's lease of the Subject Property

over which the University does not and cannot exercise control. By way of example and not limitation, these might include actions of the public and activities of third parties pursuant to rights which were created prior to the Execution Date and subject to which the University took its leasehold title to the Subject Property. The parties agree that such activities and actions shall not create any liability or obligations for the University under the terms of this Agreement.

A.7 Utilities. Tenant shall pay for all water, sewer, electrical, telephone, trash removal, snow removal and all other utility services used by Tenant upon or in conjunction with the Subject Property.

A.8 Property Taxes and Assessments. Pursuant to Idaho Code 63-605, Exemptions From Taxation, Landlord shall make diligent efforts to secure and maintain such exemption throughout the Term of this Lease and all Renewal Terms for the Subject Property by timely annually filing an appropriate application with Blaine County. Tenant shall cooperate as needed in such efforts. To the extent that, despite such efforts, and that with or without such exemption the Subject Property is subject to County property taxes, Tenant shall pay before delinquency all such taxes.

A.9 Conformance to Laws/Regulations. Tenant shall use all reasonable caution to prevent waste, damage or injury to the Subject Property, and shall, in the use and occupancy of the Subject Property, conform to all laws, orders and regulations of the Federal, State and Municipal governments, or any of their departments which are applicable to Tenant and Tenant's land uses.

A.10 Entry by the Landlord. Landlord and its agents shall have access to the Subject Property upon reasonable prior notice given to Tenant, for the purpose of examining the same to confirm compliance with the terms of this Agreement.

A.11 Liens. Tenant agrees that it will pay or cause to be paid all costs for work done by it on the Subject Property, and Tenant will keep the Subject Property free and clear of all mechanics' liens on account of work done by Tenant or persons claiming under Tenant. Subject to the limitations imposed by law, including but not limited to Idaho Code 59-1016 and Idaho Code 6-901 through 6-929, known as the Idaho Tort Claims Act, Tenant agrees to and shall indemnify and save the Landlord free and harmless against liability, loss, damage, costs, attorney's fees, and all other expenses on account of claims of lien for laborers or materialmen or others for work performed or materials or supplies furnished to Tenant or persons claiming under Tenant. Pursuant to Idaho Law, nothing in this agreement, including the indemnity under this Section A.11 shall be construed to obligate the Legislature of the State of Idaho to make future appropriations for the payment of any future obligation of the University, and any such obligation is an independent obligation of the University and not of the State of Idaho.

If any lien is filed against the Subject Property on account of work done by Tenant or persons claiming under Tenant, Tenant may contest any such lien by posting reasonable security for Tenant's obligation of indemnity and diligently prosecuting such contest to conclusion. In the event that Tenant shall not have paid such lien or notified Landlord of its intention to contest such lien within ten (10) days after demand from the Landlord, Landlord may (but shall not be required to) pay the claim and any costs and, subject to the limitations of law stated hereinabove, the amount so paid, together with reasonable attorney's fees incurred in connection therewith, shall be immediately due and owing from Tenant to Landlord, with interest at the rate allowed by law from the dates of the Landlord's payments.

A.12 Tenant's Rights. It is the intention of the parties that this Agreement shall grant Tenant the exclusive and sole right of possession of and control over the Subject Property, subject only to the terms and covenants of this Agreement and the underlying Conservation Easements. By way of example and not limitation Tenant's rights shall include the following:

(a) The right to determine and engage in any and all uses of the Subject Property allowed by this Agreement and the Conservation Easements;

(b) The right to disturb and alter the Subject Property in the course of the conduct by Tenant of the activities and operations allowed hereunder and under the Conservation Easements;

(c) The right to construct buildings and other structures on the Subject Property;

(d) The right to repair, maintain, alter, replace or remove existing buildings or structures on the Subject Property;

(e) The right to grant or enter into a lease, easement, license to use or other possessory interest in the Subject Property, or portion thereof, for a term which, including the tenant's or licensee's right to renew, does not exceed ten (10) years;

(f) The right to grant public access to the Subject Property or to place restrictions on or deny same to address resource, research, safety or other management needs or to assure compliance with the Conservation Easements; provided, as to the portion of the Subject Property which is encumbered by the Conservation Easements (the "**Eased Property**"), the University shall not deny non-motorized public access to more than 20% of the spatial extent of the Eased Property for a period of longer than 12 months out of any 24 month consecutive period without the prior written approval of the Landlord; and,

(g) The right to engage in or refrain from engaging in agricultural activities.

A.13 Landlord's Covenants: During the Lease Term or any Renewal Term, Landlord shall not, without Tenant's prior written consent, which may be granted or withheld by Tenant in Tenant's sole discretion:

(a) Grant any other person or entity any lease, easement, license or other right of use or occupation of the Subject Property, or any portion thereof;

(b) Allow any lien, mortgage, or encumbrance to be placed on the Subject Property;

(c) Grant or dedicate any rights-of-way, easements or other rights of use to the Subject Property to the public;

(d) Enter into any contracts or agreements related to the Subject Property which would materially impair or interfere with Tenant's exclusive rights under this Agreement; or,

(e) Take any other actions which would be materially inconsistent with Tenant's exclusive interests granted in this Agreement.

(f) Landlord hereby releases Tenant from and agrees to indemnify Tenant, its Board of Trustees, and its agents, and employees (collectively, the "Tenant Parties") against, and defend and hold the Tenant Parties harmless from, any and all demands,

claims, causes of action, fines, penalties, damages, losses, liabilities, judgments, costs and expenses (including without limitation attorneys' fees and court costs) suffered or incurred by the Tenant by reason of or arising out of Landlord's breach of the covenants made in this Section A.13.

A.14 Insurance. Subject to the limits of liability specified in Idaho Code 6-901 through 6-929, known as the Idaho Tort Claims Act, Tenant participates in the Risk and Insurance program administered through the State of Idaho. Coverage includes but is not limited to: Property, General Liability, and Auto Liability. Tenant self-insures for Workman's Compensation. During the Lease Term and any Renewal Term, Tenant shall continue its aforesaid participation or shall maintain such alternative risk management protection as Tenant deems prudent.

A.15 Damage by Casualty. If any buildings or structures on the Subject Property are damaged or destroyed by reason of fire or any other cause, Tenant shall promptly deliver written notice thereof to the Landlord and Tenant shall have and exercise sole discretion as to whether to repair or rebuild the building or structure. Any such repair or replacement shall be at Tenant's sole cost, absent agreement between the parties to the contrary. Tenant shall be entitled to the proceeds for the loss from Tenant's aforesaid Risk and Insurance Program.

A.16 Assignment. The University shall be entitled to assign its rights and interests under this Agreement without the consent or approval of the Landlord, subject to the following terms and conditions:

(a) Notice. In the event that the University at any time desires to assign its rights under this Agreement (an "**Assignment**"), the University shall give the WRLT and TNC (hereafter in this Section A.16 also referred to as the "**Conservation Parties**") written notice of the intended Assignment prior to executing any binding assignment documents. This written notice shall be delivered to the Conservancy and to WRLT at the addresses provided below. The notice shall describe the Assignment and shall include any disclosure by the University as described below in Section A.16 (q) of this Agreement.

(b) Exercise. One or both of the Conservation Parties may give written notice to the University within sixty (60) days from receipt of the University's notice of intent to Assign that such party or parties desires to exercise the right to terminate this Agreement (the "**Termination Right**") and, thereby, return to the exclusive possession of and control over the Subject Property (the "**Termination Notice**"). The parties agree that either Conservation Party shall have the right, separately, to exercise the Termination Right but if both Conservation Parties desire to exercise the Termination Right they must do so jointly as tenants-in-common or in such form as otherwise agreed by the Conservation Parties. If either or both of the Conservation Parties exercises their Termination Right, termination of this Agreement shall be in accordance with the terms and conditions described below. The party exercising the Termination Right, whether it be the Conservation Parties jointly, or either of them separately, shall be referred to herein as the **"Terminating Party**."

(c) Termination Price. The price to be paid to Tenant by the Terminating Party shall be a sum equal to the Rent paid by Tenant to Landlord, as defined in Section A.4(a) above, plus an amount equal to interest thereon at the rate of Two Percent (2%) per annum from the date hereof to the effective date of the termination (the "**Termination Price**").

(d) AS IS. The Terminating Party shall take possession of the Subject Property AS IS, WHERE IS and without any warranties, express or implied, from Tenant save and except only warranties made in this Agreement.

(e) Sharing in Assignment Proceeds.

(i) In the event that the Notice referred to in Section A.16(a) above is delivered to the Conservation Parties within the first ten (10) years following the Execution Date, and the Conservation Parties decline to exercise their Termination Right, as provided in this Agreement, and the University enters into an Assignment, as aforesaid, then the proceeds received by the University from the Assignment shall be allocated and distributed as follows:

(1) First, to the University's costs of closing the Assignment, including closing costs, attorneys' fees and commissions;
(2) Second, to the University up to the amount of the Termination Price;
(3) Third, the balance, if any, to the Conservation Parties.

(ii) In the event that the Notice referred to in Section A.16(a) above is delivered to the Conservation Parties after the elapse of the first ten (10) years following the Execution Date, the following provisions shall apply:

(A) If the Conservation Parties, or either of them, exercise their Termination Right, as provided in this Agreement, and the Terminating Party resells the Subject Property within five (5) years after the date of termination, then the proceeds from the resale shall be allocated and distributed as follows:

(1) First, to the Terminating Party's costs of closing the sale, including closing costs, attorneys' fees and commissions;

(2) Second, to the Terminating Party up to the amount of the Termination Price plus The Nature Conservancy's initial investment made in acquiring the Subject Property ($1,110,000) that subsequently allowed for the University's Lease at substantially below fair market value;

(3) Third, the balance to be divided equally by thirds to the University and the Conservation Parties.

(B) If the Conservation Parties decline to exercise their Termination Right, as provided in this Agreement, and the University concludes the Assignment, then the proceeds received by the University from the University's Assignment shall be allocated and distributed as follows:

(1) First, to the University's costs of closing the Assignment, including closing costs, attorneys' fees and commissions;

(2) Second, to the University up to the amount of the Termination Price;

(3) Third, to The Nature Conservancy up to the amount of their initial investment made in acquiring the Property ($1,110,000);

(4) Fourth, the balance divided equally by thirds to the University and the Conservation Parties.

(f) Waiver. If neither of the Conservation Parties exercise the Termination Right described in Section A.16(a)-(e) above, within sixty (60) days after receipt of the notice described in Section A.16(a) above, the Termination Right shall automatically and, without further action by any party, be extinguished and the University shall be free to enter into an Assignment and this Agreement shall have no further effect upon completion of such Assignment except as to the provisions regarding the sharing in the proceeds of the Assignment provided in Subsection A.16(e) above. Notwithstanding the foregoing, if the University does not actually close on the Assignment within one (1) year after the date of the notice described in Section A.16(a) above then the Termination Right described in this Agreement shall be reinstated and this Agreement shall be in full force and effect with respect to any future Assignment.

(g) Termination Date. Closing on any exercise of the Termination Right will be within one hundred twenty (120) days after the date the Terminating Party gives notice of its intent to Terminate as provided in Section A.16 (b) above or as soon thereafter as the conditions for closing set out in this agreement have been met (the "**Termination Closing**"). Termination Closing may be held in escrow through an agent designated by the Terminating Party or as otherwise agreed to by the parties.

(h) Evidence of Title. Upon exercise of the Termination Right, the Terminating Party may obtain a preliminary title insurance commitment covering the Subject Property from a title insurance company (the "**Title Company**") selected by the Terminating Party. If requested, then at Termination Closing the Title Company shall issue to the Terminating Party an ALTA Owner's Policy of Title Insurance in the amount of the Terminating Price, insuring fee simple title to the Subject Property, subject only to the Exceptions which are contained in the Commitment which is attached hereto as **Exhibit A.2**, together with any additional Encumbrances which have been created with the agreement or consent of the parties during the Lease Term or any Renewal Term. The cost of the title insurance commitment and the final policy to be issued at Termination Closing shall be the responsibility of the University.

(i) Title. At Termination Closing, the title to the Subject Property shall be good, insurable and marketable. "Good, insurable and marketable title" for purposes of this Agreement shall mean the condition of the title to the Subject Property on the Execution Date, together with any encumbrances placed or allowed to be placed on the Property by the University or by Landlord with the other's consent (together, the "**Terminating Party Permitted Encumbrances**").

(j) Title Defects. If, due to actions of the University during the Lease Term or any Renewal Term to which the Landlord did not consent, title to the Subject Property on the Termination Closing Date does not comply with Section (i) above, the Terminating Party may a) accept the Subject Property with title as it exists or b) require the University to diligently pursue all reasonable efforts to correct the problem, including bringing any necessary quiet title actions or other lawsuits. If an objection to title is based upon

outstanding oil, gas or mineral leases, interests or reservations created by the University during the Lease Term or any Renewal Term, without the Landlord's consent, the Terminating Party may alternatively require the University to obtain such surface waiver or non-drilling agreements from the owner(s) of the outstanding interests as the Terminating Party deems necessary. Without limitation, the Subject Property shall not be considered to be in compliance with this Agreement' title requirements unless all structures and improvements, including any driveways and accessory structures placed on the Property by the University during the Lease Term or any Renewal Term, if any, are located within the lot lines of the Subject Property and do not encroach upon or under any property not within such lot lines.

(k) Documents for Closing. The University shall execute and deliver at Termination Closing a recordable Quit Claim Deed, the purpose of which shall be to eliminate any cloud on the title to the Subject Property created by the Memorandum of Lease-Option Agreement, and, any other documents reasonably necessary to close in accordance with the terms of this Agreement. These documents will be prepared at the University's expense. The proposed deed and other documents to be prepared by the University for closing must be submitted to the Terminating Party at least 30 days before Termination Closing. Any documents to be prepared by the Terminating Party shall be provided to the University at least 30 days before Termination Closing.

(l) Property Taxes. To the extent any of the following exist, any delinquent real property taxes, all real property taxes which are due in the year of closing and all levied assessments and any recoupment of taxes due because of assessment of the property as agricultural land are the University's responsibility and should be satisfied of record by the University at or before Termination Closing, if possible. Any real estate taxes assessed against the Subject Property in the year of closing, but which are not yet due and payable, will be prorated to the date of closing based upon the most recent available tax statements.

(m) Closing Expenses. The Terminating Party will pay any escrow or closing fees and recording fees.

(n) Possession. The University will deliver possession of the Subject Property to the Terminating Party at Termination Closing subject only to: (a) any leases or reserved rights which have been granted by the University for land uses and/or activities which are allowed by the terms of the Grassland Reserve Program Conservation Easements which are of record on the Property; and, (b) rights created prior to the Execution Date and subject to which the University entered into this Agreement.

(o) Condition of Property/Risk of Loss. After the University's receipt of the Termination Notice, the University shall not transfer or encumber any interest in the Subject Property prior to the Termination Closing. The University shall make reasonable efforts to remove from the Subject Property prior to closing all rubbish or trash placed on the Subject Property by the University during the Lease Term or any Renewal Term, and to remove any hazardous or toxic chemical substances or materials which the University has caused to be stored on the Subject Property. The University shall otherwise keep the Subject Property in the condition in which it existed at the time of the University's receipt of the Termination Notice until Termination Closing.

In the event of any adverse change in the condition of the Subject Property occurring between the University's receipt of the Termination Notice and the Termination

Closing which change is caused by the actions of the University, the Terminating Party may elect to: a) accept the Subject Property as is, or b) require restoration of the Subject Property to its condition at the time of the University's receipt of the Termination Notice.

The above provisions notwithstanding, the parties acknowledge that activities may occur on the Subject Property between the University's receipt of the Termination Notice and the Termination Closing over which the University does not and cannot exercise control. By way of example and not limitation, these might include actions of the public and activities pursuant to rights which were created prior to the Execution Date and subject to which the University entered into this Agreement. The parties agree that the University shall not be responsible for such actions or activities or any remediation or restoration which may be required as a result of such actions or activities.

(p) Right of Entry/Inspection. The Terminating Party and its agents shall have the right to enter upon the Subject Property at reasonable times for surveying, conducting an environmental inspection and assessment to detect hazardous or toxic substances, conducting an inspection of the buildings on the Subject Property to determine the condition and performance of the buildings' condition, structure and systems, and other reasonable purposes related to this transaction.

(q) Tenant's Warranties and Representations. The University will warrant and represent to the Terminating Party at the time of Termination Closing, the following matters; and , subject to the limitations imposed by law, including but not limited to Idaho Code 59-1016 and Idaho Code 6-901 through 6-929, known as the Idaho Tort Claims Act, the University agrees to indemnify, defend and hold the Terminating Party harmless from any loss or liability resulting from these matters, with the intent that these representations, warranties and indemnities shall survive closing for a period of one year following closing:

(i) Hazardous Substances. To the best of the University's knowledge:

(A) Other than as specifically disclosed to the Terminating Party by the University, there has been no production, use, treatment, storage, transportation, or disposal of any Hazardous Substance (as defined below) on the Subject Property during the Lease Term or any Renewal Term by the University or an agent of the University except in compliance with applicable laws and regulations;

(B) Other than as specifically disclosed to the Terminating Party by the University, there has been no release by the University or an agent of the University of any Hazardous Substance, pollutant or contaminant into, upon, or over the Subject Property or into or upon ground or surface water at the Subject Property or within the immediate vicinity of the Subject Property during the Lease Term or any Renewal Term, save and except a release made or remediated in compliance with applicable laws and regulations;

(C) Other than as specifically disclosed to the Terminating Party by the University, the Subject Property is not subject to any "superfund" or similar lien or any claim by any government regulatory agency or third party related to the release or threatened release of any Hazardous Substance.

The term "Hazardous Substance(s)" means any substance that is defined as a hazardous substance, hazardous material, hazardous waste, petroleum product, pollutant or contaminant under any environmental law, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et. seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901 et. seq., the Clean Water Act, 42 U.S.C. § 1251 et seq., the Clean Air Act, 42 U.S.C., Section 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Safe Drinking Water Act, 42 U.S.C. § 300(f) et seq., and any and all regulations promulgated thereunder, or any similar federal, state or local laws, ordinances or regulations adopted under these acts.

(ii) Tanks/Wells. Other than as specifically disclosed to the Terminating Party by the University, the University has not placed or caused to be placed any underground or aboveground storage tanks, septic tanks or wells located on or under the Subject Property, or if there have been any such tanks or wells located on the Subject Property their location has been identified to the Terminating Party in writing, they have been properly registered with all appropriate authorities, they are in full compliance with all applicable statutes, ordinances and regulations, and they have not resulted in the release of any Hazardous Substance into the environment, save and except releases made or remediated in compliance with applicable laws and regulations.

(iii) Non-foreign Status. To inform the Terminating Party that withholding of tax is not required under § 1445(b)(2) of the Internal Revenue Code and regulations thereunder and under penalties of perjury, the University hereby certifies that the University is not a non-resident alien or a foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined for purposes of federal income tax law. At Termination Closing, the University agrees to deliver to the Terminating Party an affidavit certifying the University's non-foreign status, together with the University's social security number/federal taxpayer identification number (FIRPTA Affidavit). The University consents to the delivery of such affidavit to the Terminating Party and understands that this certification may be disclosed to the Internal Revenue Service and that any false statement made could be punished by fines, imprisonment or both.

(iv) Government Farm Programs. Other than as specifically disclosed to the Terminating Party by the University, the Subject Property is not enrolled in the Direct and Countercyclical Payment Program, the Conservation Reserve Program, the Wetland Reserve Program or any other program of the United States Department of Agriculture except the Conservation Easements granted to the NRCS. The Property is not subject to any government cost-share contracts or other agreements that restrict either the use of the Property or the modification of any improvements.

(v) Survival. The provisions of this Section A.16 (q) shall survive the Termination Closing for a period of one year after closing.

(vi) **No Duty to Appropriate**. Pursuant to Idaho Law, nothing in this agreement, including the indemnity under this section A.16(q) shall be construed to obligate the Legislature of the State of Idaho to make future appropriations for the payment of any future obligation of the University, and any such obligation is an independent obligation of the University and not of the State of Idaho.

A.17 Default by Tenant. The occurrence of any of the following shall constitute a default and breach of this Lease by Tenant. In the event of the occurrence of a default as herein defined, the Landlord shall be entitled to exercise its rights and remedies as provided herein, without further notice to Tenant (except as otherwise expressly required):

(a) Any failure of Tenant to pay any monetary sums required to be paid hereunder within ninety (90) days after written notice by the Landlord to Tenant specifying such alleged failure;

(b) A failure by Tenant to observe and perform any other provisions of this Lease to be observed or performed by Tenant within ninety (90) days after written notice by the Landlord to Tenant specifying such alleged failure. Provided, however, that:

(i) if the nature of the default is such that the same cannot reasonably be cured within said ninety (90) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion; and,

(ii) if the nature of the default is such that the elapse of ninety (90) days would expose the Landlord to a risk of loss of or significant impairment of the value of the Subject Property, then the Landlord shall provide such notice as is commercially reasonable under the circumstances.

(c) Tenant's failure to occupy the Subject Property or Tenant's abandonment or vacation of the Subject Property; or,

(d) Tenant's repudiation of this Lease, or any action by Tenant which renders performance by Tenant of its obligations under this Lease impossible or impracticable, or any action by Tenant which demonstrates an intent by Tenant not to perform its obligations under this Lease or not to continue with the performance of its obligations under this Lease.

A.18 Landlord's Default Remedies. In the event that any such material breach has not been cured by Tenant after notice as above defined, the Landlord may, any time thereafter until cure of such default by Tenant and without limiting the Landlord in the exercise of any right or remedy at law or in equity which the Landlord may have by reason of such default or breach notify Tenant that the Landlord elects to terminate this Agreement and Tenant's right to possession by lawful means, in which case this Lease shall terminate, and Tenant shall immediately surrender possession of the Subject Property to the Landlord. In such event, Tenant's Option to Purchase, as described in Section B below, shall also terminate.

A.19 Termination by the Landlord. This Lease may be terminated by the Landlord for cause as provided in Section A.18 above or in the case of Tenant's notice of intent to assign this Lease, as provided in Section A.16 above.

A.20 Default by Landlord. Landlord shall be in default of this Lease if Landlord fails to observe and perform any provisions of this Lease to be observed or performed by the Landlord within ninety (90) days after written notice by Tenant to the Landlord specifying such alleged failure; provided that if the nature of the default is such that the same cannot reasonably be cured within said ninety (90) day period, the Landlord shall not be deemed to be in default if the Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. In the case of default by Landlord, Tenant shall be entitled to obtain a judicial Decree of Specific Performance and appropriate injunctive relief, together with a Judgment for Tenant's attorneys' fees and costs incurred in obtaining such relief.

A.21 Surrender of Possession. Upon the expiration or termination of this Lease, the Subject Property shall become the Landlord's property without any payment by the Landlord therefore, except as provided in Section A.16 above. Tenant shall surrender the Subject Property, including all Tenant RIE which Tenant has elected to designate as part of the Subject Property, in a condition which satisfies Tenant's obligations under the terms of this Agreement. The condition of title to the Subject Property shall be as provided in Section A.16(i) above.

A.23 Environmental Matters.

(a) During Lease Term or any Renewal Term, Tenant shall not deposit, store, dispose of or place upon, about or under the Subject Property any Hazardous Substances in violation of any Environmental Law, as those terms are defined below.

(b) Tenant shall be solely responsible for and subject to the limitations imposed by law, including but not limited to Idaho Code 59-1016 and Idaho Code 6-901 through 6-929, known as the Idaho Tort Claims Act, Tenant shall defend, indemnify and hold the Landlord harmless from all claims, costs, damages, liabilities, including attorneys' fees and costs, arising out of or in connection with Tenant's breach of its obligations contained in this Section A.23 or arising out of or in connection with any removal, clean-up or restoration deemed reasonably necessary by any governmental entity or the Landlord to remove, clean up, or restore any portions of the Subject Property as the result of Hazardous Substances used, disposed, treated, generated, stored or sold by Tenant. Pursuant to Idaho Law, nothing in this agreement, including the indemnity under this section A.23 shall be construed to obligate the Legislature of the State of Idaho to make future appropriations for the payment of any future obligation of the University, and any such obligation is an independent obligation of the University and not of the State of Idaho.

(c) "Hazardous Substances" shall mean any hazardous, toxic, dangerous materials or substances identified in any Environmental Law. "Environmental Law" shall mean Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C, §9601 et seq. ("CERCLA"); The Resource Conservation and Recovery Act, 42 U.S.C. §6501 et seq. ("RCRA"); The Superfund Amendments and Preauthorization Act, 42 U.S.C. §9601 et seq. ("SARA") or any other federal or state statute, law, ordinance or regulation related to environmental matters or liability.

A.24 Indemnification. Subject to the limitations imposed by law, including but not limited to Idaho Code 59-1016 and Idaho Code 6-901 through 6-929, known as the Idaho Tort Claims Act, Tenant hereby releases the Landlord from and agrees to indemnify the Landlord against, and defend and hold Landlord harmless from, any and all demands, claims, causes of action, fines, penalties, damages, losses, liabilities, judgments, and expenses (including without limitation attorneys' fees and court costs) suffered or incurred by the Landlord by reason of or

arising out of: (i) the use of the Subject Property by Tenant; (ii) any activity, work, or thing done or permitted by Tenant on the Subject Property; (iii) any acts, omissions, or negligence of Tenant or any person claiming under Tenant or the employees, agents, contractors, invitees, or visitors of Tenant or any such person; (iv) any breach, violation, or nonperformance by Tenant or any person claiming under Tenant or the employees, agents, contractors, invitees, or visitors of Tenant or any such person of any term, covenant, or provision of this Lease or any law, ordinance, or governmental requirement of any kind; (v) any injury or damage to the person, property, or business of Tenant, its employees, agents, contractors, invitees, visitors, or any other person entering upon the Subject Property under the express or implied invitation of Tenant, or (vi) any negligence or tortuous act of Tenant, its licensees, invitees, customers, agents or employees. If any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon notice from the Landlord, subject to the aforesaid legal restrictions, will defend the claim at Tenant's expense with counsel reasonably satisfactory to the Landlord. This indemnification is given in addition to any indemnification in any other provision of this Lease. Pursuant to Idaho Law, nothing in this agreement, including the indemnity under this Section A.24 shall be construed to obligate the Legislature of the State of Idaho to make future appropriations for the payment of any future obligation of the University, and any such obligation is an independent obligation of the University and not of the State of Idaho.

A.25 Condemnation.

(a) Entire or Substantial Taking. If the entire Subject Property, or so much thereof as to make the balance not reasonably adequate for the conduct of Tenant's business shall be taken under the power of eminent domain, this Lease shall automatically terminate as of the date on which the condemning authority takes title or possession, whichever first occurs.

(b) Partial Taking. In the event of any taking of the Subject Property under the power of eminent domain which does not so result in the termination of this Lease, the parties shall use the compensation which is paid for the taking for the reasonable restoration of the portion of the Subject Property not so taken, and this Lease shall continue in full force and effect subject to Tenant's Option to Terminate in Section A.25(e) of this Agreement.

(c) Awards. Any award for any taking of all or any part of the Subject Property under the power of eminent domain shall be allocated among the parties as provided in Section A.16 (e)(i)(2) and (3) and (ii)(B)(2) to (4), whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, provided that nothing contained herein shall be deemed to preclude Tenant from seeking an award to Tenant for loss of or damage to Tenant's interests under this Agreement.

(d) Sale Under Threat of Condemnation. A sale by the Landlord of the Subject Property to any authority having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed a taking under the power of eminent domain for all purposes under this Section.

(e) Tenant's Option to Terminate. Any taking of the Real Property which renders the balance of the Real Property not reasonably adequate for the conduct of Tenant's business shall entitle Tenant, at its option, to terminate this Lease. This option must be exercised by written notice to the Landlord within sixty (60) days after Tenant shall have received notice of such taking. Failure of Tenant to exercise such option shall

constitute Tenant's agreement that the balance of the Subject Property is reasonably adequate for the conduct of Tenant's business, and this Lease shall remain in effect.

A.26 Dispute Resolution.

(a) Initiation of Dispute Resolution Procedures. The parties acknowledge that notwithstanding their best efforts, disputes may arise between them regarding their respective rights and responsibilities, and obligations and liabilities, under this Agreement and any related agreement. In each instance, the parties will attempt to resolve the dispute in good faith in a manner consistent with their respective philosophies and missions, and their goals and objectives in entering into this Agreement. However, if the dispute is not resolved, any Party involved in the dispute, if such Party, acting reasonably and in good faith, believes the issue in dispute is of a material and substantive nature, shall have the right to initiate the dispute resolution procedures contained in this Section A.26, by giving written notice to the other Party.

(b) Dispute Resolution Procedures.

(i) Notice of Dispute. Not later than ten (10) days after any party gives written notice of such Party's intention to initiate dispute resolution procedures pursuant to this Section A.26, the parties shall meet and either (i) select a process within their discretion to resolve the issue in dispute or (ii) at the request of either, submit the issue in dispute to non-binding mediation.

(ii) Selection of Resolution Process. Not later than ten (10) days after the aforesaid meeting, or such later date as they shall mutually agree upon, the parties shall either (i) jointly adopt dispute resolution procedures to resolve the issue in dispute, if they agree upon a process other than mediation, or (ii) jointly appoint a mediator.

(iii) Selection of Mediator. If the parties cannot agree upon a mediator within the ten (10) day period, or within such other period as they mutually agree upon, then Landlord and Tenant shall each appoint a mediator acceptable to it within the following ten (10) days, and the two (2) mediators shall jointly appoint, within ten (10) days after the date on which the second mediator is appointed, a third mediator who shall mediate the issue in dispute.

(iv) Good Faith Participation and Expenses. The parties shall engage in a good faith effort to resolve the issue in dispute following their joint adoption of dispute resolution procedures, or the appointment of one or more mediators. The parties shall each share equally the fees and expenses of the mediator(s) and such other costs and expenses as they shall mutually agree upon.

A.27 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:

Landlord:
Wood River Land Trust
Scott Boettger, Executive Director
119 E. Bullion St.
Hailey, ID 83333

And: The Nature Conservancy
Lou Lunte, Deputy State Director
950 W. Bannock St., Suite 210
Boise, Idaho 83702

Tenant:
University of Idaho
Brian Foisy, Vice President, Finance & Administration
875 Perimeter Dr. MS3168
Moscow, ID 83844-3168

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.

(a) For the purpose of this Agreement, the term "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 pursuant to subparagraph (a) 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 non-delivery by the sending party.

SECTION B – OPTION TO PURCHASE

B.1 Option to Purchase. In consideration of the mutual covenants and promises contained herein, Landlord does hereby grant unto Tenant an EXCLUSIVE, IRREVOCABLE OPTION TO PURCHASE: (i) the hereinabove described Subject Property; and, (ii) the Tenant RIE which has become part of the Subject Property (together the "**Option Property**") according to the terms and conditions provided in this Section B (the "**Option"**).

B.2 Consideration/Purchase Price.

(a) The purchase price for the Option Property shall be ONE HUNDRED AND 00/100 DOLLARS ($100.00), which shall be payable at closing of the purchase.

B.3 Term of Option. The Option shall remain in effect and exercisable by Tenant throughout the Term or any Renewal Term of this Lease. The Option shall be suspended during any period in which Tenant shall be in default (as defined above) of its obligations under this Lease; and, the Option shall become null and void in the event of the termination of this Lease.

B.4 Conditions for Exercise of Option.

(a) Tenant may exercise the Option by providing written notice to the Landlord of Tenant's exercise of the Option (the "**Notice of Exercise**).

(b) Subject to approval from its governing board, Tenant shall be obligated to exercise the Option in the event that the current issues related to the indemnification provisions in the Conservation Easements are resolved to the satisfaction of Tenant.

B.5 Title and Title Insurance.

(a) Within fifteen (15) days after the delivery by Tenant of the Notice of Exercise, Landlord shall deliver to Tenant a Preliminary Commitment for a standard form title insurance policy (the "**Purchase Commitment**") issued by Closing Agent.

(i) Tenant shall have twenty (20) days after receipt of the Purchase Commitment within which to object to the condition of title to the Option Property as set forth in the Purchase Commitment; provided, the condition of title shall be deemed acceptable to Tenant if there are no encumbrances or liens or other "Exceptions" to title shown on the Purchase Commitment additional to the Exceptions which are contained in the Commitment which is attached hereto as **Exhibit A.2**, together with any additional Encumbrances which have been created during the Lease Term or any Renewal Term with the agreement or consent of the parties or unilaterally by Tenant (the "**Permitted Exceptions**").

(ii) If there are encumbrances or liens or other "Exceptions" to title shown on the Purchase Commitment additional to the Permitted Exceptions to which Tenant does so object, Landlord shall have twenty (20) days from receipt of Tenant's notice of objection to advise Tenant whether Landlord is able to remove any exception that Tenant may have objected to, or is unable or unwilling to do so.

(iii) In the event that the Landlord is unable or unwilling to remove any exception that Tenant may have objected to or the Landlord fails to provide any notice as provided for in the preceding subparagraph, Tenant may elect to proceed with the exercise of the Option with title subject to the exception, which in such case shall be deemed a "Permitted Exception". In the alternative, Tenant may elect to not proceed with the Option. If Tenant elects to not proceed with the Option, Tenant shall be entitled to continue with this Lease, and shall be entitled to subsequently exercise the Option as long as this Lease is in effect; or, Tenant may terminate this Lease.

B.6 Means of Conveyance of Title. Title to the Option Property shall be conveyed to the Tenant by Special Warranty Deed and/or, as deemed appropriate, Warranty Bill of Sale at closing conveying title to the Option Property free and clear of liens or encumbrances, save and except Permitted Exceptions.

B.7 Closing and Escrow Matters.

(a) Closing Date. If the Option is properly exercised, closing shall occur within one hundred twenty (120) days after the date delivery to the Landlord of Tenant's Notice of Exercise.

(b) Closing Agent. Blaine County Title shall be the Closing Agent. Closing Agent is hereby authorized and instructed to act according to the terms and instructions as set forth in this Agreement, and to prepare and/or provide additional documents as

appropriate to complete the sale contemplated by this Agreement. Tenant and Landlord agree to execute Closing Agent's closing instructions as reasonably requested by Closing Agent to complete the sale contemplated by this Agreement. In the event Blaine County Title will not or cannot perform duties as Closing Agent, the Parties shall select another mutually agreeable closing agent.

(c) Closing Costs. Tenant shall be responsible for the premium for a standard ALTA Title Policy consistent with the Purchase Commitment, the payment of fifty percent (50%) of closing fees and payment of all recording fees. Landlord shall be responsible fifty percent (50%) of closing fees. The fees and expenses of Landlord's designated representatives, accountants and attorneys shall be borne by Landlord and the fees and expenses of Tenant's designated representatives, accountants and attorneys shall be borne by Tenant.

B.8 Repurchase Agreement. As a condition of Closing, at Closing, the parties shall execute a "Repurchase Agreement", in form and substance substantially in accordance with **Exhibit D** attached hereto.

SECTION C – MISCELLANEOUS

C.1 Time. Time is of the essence of this Agreement and each and every provision hereof.

C.2 Waiver. The waiver of or forbearance by any party regarding any breach, or of any available remedy for a default shall not operate as a waiver of any subsequent breach or default.

C.3 Succession. This Agreement shall be binding on and shall inure to the benefit of the assigns, representatives and successors-in-interest of the parties hereto.

C.4 Modification. This Agreement may not be modified except by means of a subsequent written agreement, which is duly executed by the parties.

C.5 Applicable Law. This Agreement shall be interpreted by and according to the laws of the State of Idaho. The parties agree that the courts of Idaho shall have exclusive jurisdiction over any dispute regarding this Agreement.

C.6 Integration Clause. This Agreement memorializes the complete and final agreement and understanding of the parties on the subject matter of this transaction. Neither party is relying upon any promises, representations or statements made by the other party as an inducement to the execution of this Agreement, except in so far as such promises, representations or statements are expressly contained herein.

C.7 Non-Merger. The terms, conditions and covenants contained in this Agreement shall not be merged into any other document executed by the parties as part of this transaction.

C.8 Costs and Attorney Fees. In the event that a dispute arises regarding the breach, application, interpretation, or enforcement of this Agreement, then the prevailing party in such dispute shall be entitled to collect its attorney fees and costs incurred, including attorney fees and costs incurred on appeal.

C.9 Agency. Nothing in this Agreement shall be deemed or construed to constitute or create between Tenant and Landlord a partnership, joint-venture or agency.

C. 10 Nondiscrimination and Affirmative Action: Landlord and Tenant shall not discriminate against any employee or applicant for employment in the performance of this Lease,

with respect to tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, color, religion, age, status as disabled or a veteran, or physical or mental handicaps, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Lease. Landlord and Tenant certify that they do not and will not maintain segregated facilities or accommodations on the basis of race, color, religion or national origin. Regarding any position for which an employee or an applicant is qualified, Landlord and Tenant agree to take affirmative action to employ, train, advance in employment, and retain individuals in accordance with applicable laws and regulations including:

(a) For nondiscrimination based on race, color, religion, sex or national origin, this includes, but is not limited to, the U.S. Constitution, and Parts II and IV of Executive Order 11246, September 24, 1965 (30 FR 12319). Grantee disputes related to compliance with its obligations shall be handled according to the rules, regulations, and relevant orders of the Secretary of Labor (See 41 CFR 60-1.1).

(b) For nondiscrimination based on Disabled or Vietnam Veterans this includes, but is not limited to, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended (38 U.S.C. 4012)(the Act); Executive Order 11701, January 24, 1973 (38 CFR 2675, January 29, 1973); and the regulations of the Secretary of Labor (41 CFR Part 60-250).

(c) For nondiscrimination based on the Handicapped this includes, but is not limited to, Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793)(the Act); Executive Order 11758, January 15, 1974; and the regulations of the Secretary of Labor (41 FR Part 60- 741).

(d) For nondiscrimination based on Age this includes, but is not limited to, executive Order 11141, February 12, 1964 (29 CFR 2477).

Landlord and Tenant shall include the terms of this clause in every subcontract or purchase order exceeding $50,000 and shall act as specified by the Department of Labor to enforce the terms and implement remedies.

C.11 Signatures and Counterparts. This Lease may be signed in any number of counterparts and by facsimile, and once so executed by all parties, each such counterpart will be deemed to be the original, but all counterparts together shall constitute but one (1) complete and binding agreement.

C.12 Further Assurances. Up to and after the Closings, each Party shall take such further actions and execute and deliver such additional documents and instruments as may be reasonably requested by another Party in order to perfect and complete the transactions contemplated herein.

C.13 Partial Invalidity. In case any one more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein, provided however that if either Party determines that this would frustrate the purpose of the Agreement, the Parties may amend or terminate the Agreement upon

mutual written agreement. In the event that the Parties are unable to reach consensus, then the dispute shall be resolved by means of the Dispute Resolution procedures provided in Section A.26.

C.14 Exhibits. The attached Exhibits shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein.

C.15 Venue. Any legal proceeding instituted between the parties shall be in the courts of the County of Blaine, 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.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease-Option Agreement the date and year specified by their names below.

LANDLORD:

Wood River Land Trust

By: _____ **Dated:** _____, 2019
Scott Boettger
Executive Director

AND

The Nature Conservancy

By: _____ **Dated:** _____, 2019
Lou Lunte
Acting State Director

TENANT:

Board of Regents of the University of Idaho

By: _____ **Dated:** _____, 2019
Brian Foisy
Vice President of Finance and Administration

ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I
Subparcel A

TOWNSHIP 1 NORTH, RANGE 17 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO

Section 14: SW¼NE¼; NW¼SE¼; SW¼NW¼; W½SW¼; E½SE¼
Section 15: E½E½
Section 22: NE¼NE¼
Section 23: SE¼SE¼; SW¼SE¼; W½; SW¼NE¼; NW¼SE¼
Section 24: N½SW¼; SW¼SW¼; SE¼SW¼; SW¼SE¼
Section 25: W½; W½E½; E½SE¼
Section 26: E½NE¼; W½NE¼; SE¼; W½
Section 27: E½SE¼; E½NW¼; NE¼
Section 34: S½NE¼; NE¼NE¼
Section 35: NW¼; NW¼NE¼

TOWNSHIP 2 NORTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO

Section 30: Lots 2, 3, 4; SE¼NW¼; E½SW¼

Subparcel B

TOWNSHIP 1 NORTH, RANGE 17 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO

Section 13: NW¼; N½NE¼

Subparcel C

TOWNSHIP 1 NORTH, RANGE 17 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO

Section 1: Lot 1; S½NE¼; SE¼; S½SW¼
Section 2: SE¼
Section 11: NE¼; NE¼SE¼
Section 12: N½; N½SW¼; SE¼SW¼; SW¼SE¼

TOWNSHIP 1 NORTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO

Section 7: Lot 1; NE¼NW¼
Section 6: Lots, 4, 5, 6 and 7; E½W½

TOWNSHIP 2 NORTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO

Section 31: Lots 3 and 4; E½SW¼

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ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Subparcel D

TOWNSHIP 1 NORTH, RANGE 17 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO

Section 13: S½NE¼; N½SE¼
Section 14: NW¼NE¼; SW¼SE¼; E½W½
Section 15: SW¼NE¼; SW¼; W½SE¼
Section 21: Lot 1; NE¼NW¼; N½NE¼; S½N½; S½
Section 22: Lots 1, 2, 3; NW¼NW¼; NW¼NE¼; S½NE¼; S½
Section 23: N½NE¼; SE¼NE¼; NE¼SE¼

TOWNSHIP 1 NORTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO

Section 18: Lot 2

TOWNSHIP 1 NORTH, RANGE 17 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO

Section 22: Guy Lode Mining Claim as described in that certain Patent recorded February 28, 1972 in Book 130 of Patents at page 194, as Instrument No. 142503, records of Blaine County, Idaho.

PARCEL II

A PARCEL OF LAND LOCATED IN BLAINE COUNTY IDAHO, BEING A PORTION OF FOLLOWING SECTIONS 1, SECTION 12 AND SECTION 13, ALL OF WHICH ARE LOCATED IN TOWNSHIP 1 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, SECTION 5, SECTION 6 AND SECTION 7, ALL OF WHICH ARE LOCATED IN TOWNSHIP 1 SOUTH, RANGE 18 EAST, BOISE MERIDIAN; SECTION 31, ALL OF WHICH ARE LOCATED IN TOWNSHIP 1 NORTH, 18 EAST, BOISE MERIDIAN; AND ALL OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 17 EAST BOISE MERIDIAN, BLAINE COUNTY, IDAHO more particularly described as follows;

Beginning at the Northeast corner of said Section 13, T1S, R17E, B.M. said Point being the REAL POINT OF BEGINNING;

Thence South 00°30'48" East, 2,643.25 feet to the E¼ corner of said Section 13;
Thence South 88°45'57" West, 2,630.50 feet to the C¼ corner of said Section 13;
Thence North 00°17'58" West, 2,644.64 feet to the N¼ corner of said Section 13;
Thence North 00°04'09" East Along the West boundary of the SE¼ of said Section 12, T1S, R17E. B.M. 3,196.40 feet to the Centerline of existing Rock Creek Road;
Thence along said Centerline the following 9 courses:
North 73°05'12" West, 205. 13 feet;
Thence North 83°17'56" West, 280.65 feet;
Thence North 61 °45'29" West, 301.08 feet;
Thence North 52°46'12" West, 565.03 feet ;
Thence North 58 °05'19" West, 314.68 feet;
Thence North 43°51'11" West, 121.77 feet;
Thence North 33°57'31" West, 239.71 feet to a point of curvature;
Thence along a curve to the Right, having a radius of 200.00 feet, a delta of 60°24'43" and an arc length of 210.88 feet;
Thence North 26°27'13" East, 944.55 feet to the North boundary of the NW¼ of said Section 12;

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ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Thence leaving said Centerline of existing Rock Creek Road, South 87°49'45" West, 55.84 feet to the Northeast corner of the NW¼NW¼ of said Section 12;
Thence North 00°32'03" West, 2,627.84 feet to the Northwest corner of the NE¼SW¼ of said Section 1,T1S, R17E, B.M.;
Thence North 88°30'2 1" East, 1,311.87 feet to the C¼ corner of said Section 1;
Thence North 00°51'47" West, 866.31 feet to the N¼ corner of said Section 1;
Thence North 89°52'37" West, 598.82 feet to the Southwest corner of Section 36, TIN R17E, B.M.;
Thence North 00°04'55" East, 2,629.84 feet to the W¼ corner of said Section 36;
Thence North 1°08'07" East, 2,628.69 feet to the NW corner of said Section 36;
Thence South 89°45'37" East, 2,643.23 feet to the N¼ corner of said Section 36;
Thence North 89°06'18" East, 2,667.38 feet to the NE corner of said Section 36;
Thence South 00°01'06" West, 2,642.15 feet to the E¼ corner of said Section 36;
Thence South 01°09'07" West, 2,659.02 feet to the SE corner of said Section 36;
Thence South 89°59'57" West 2,106.92 feet to the NW corner of said Section 6, T1S R18E,B.M.;
Thence South 01 °18'36" East, 787.55 feet to the W¼ corner of said Section 6;
Thence South 00°18'36" East, 1,320.26 feet to the SW corner of Government Lot 5 of said Section 6;
Thence South 89°46'53" East, 1,180.67 feet to the SE corner of Government Lot 5;
Thence South 00°52'05" West, 1,320.27 feet to the SE corner of Government Lot 6 of said Section 6;
Thence North 89°46'55'' West 1,153.53 feet to the SE corner of said Sec 6;
Thence South 00°21'00" East, 1,324.83 feet to the SW corner of Government Lot 1 of said Section 7, T1S, R18E, B.M.;
Thence South 89°50'35" East, 1,155.60 feet to the Southeast corner of Government Lot 1
Thence North 00°26'25" West, 1,323.62 feet to the Northwest corner of Government Lot 1
Thence South 89°46'55" East, 1,343.15 feet to the N¼ corner of said Sec 7;
Thence North 00°23'09" East, 1,320.18 feet to the Northwest corner of the SW¼SW¼ of said Section 6, T1S, R18E, B.M
Thence South 89°47'38" East, 1,337.90 feet to the Northeast corner of the SW¼SW¼ of said Section 6
Thence North 00°09'02" East, 1,319.86 feet to the Southwest corner of Government Lot l of said Section 6
Thence North 00°25'50" West, 797.81 feet to the Northwest corner of said Government Lot 1
Thence South 89°51'30" East, 896.14 feet to the S¼ corner of said Section 31 TIN, RI8E, B.M.;
Thence North 00°32'51" East, along the West boundary of the SE¼ of said Section 31, 586.58 feet to the Centerline of existing Glendale Road
Thence along said Centerline the following 7 courses;
North 85°10'40" East, 452.22 feet to a point of curvature
Thence along a curve to the Left having a radius of 300.00 feet, a delta of 58°51'10" and an arc length of 308.15 feet
Thence North 26°08'18" East, 251.12 feet to a point of curvature
Thence along a curve to the Right having a radius of 250.00 feet a delta of 43°17'32" and an arc length of 188.90 feet
Thence North 69°25'5 l" East, 135.09 feet;
Thence North 28°50'45" East 297.99 feet
Thence North 49°45'31" East 155.65 feet to the East boundary of the NW¼SE¼ of said Section 31
Thence leaving said Centerline of existing Glendale Road, South 00°29'32" West, 1,551.55 feet to the Southeast corner of the SW¼SE¼ of said Section 31;
Thence South 89°55'05" East, 431.72 feet to the Northeast corner of Government Lot 4 of said Section 5, T1S, R18E, B.M.;
Thence South 00°46'53" East, 797.23 feet to the SE corner of said Government Lot 4;
Thence South 00°12'05" East, 2,646.00 feet to the Southeast corner of the SW¼SW¼ of said Section 5;
Thence North 89°45'01" West, 1,327.97 feet to the Southwest corner of Government Lot 5
Thence South 00°17'07" East, 1,319.89 feet to the Southeast corner of the NE¼NE¼ of said Section 7, T1S, R18E, B.M.;
Thence North 89°51'19" West, 1 ,341.55 feet to the Southwest corner of the NE¼NE¼ of said Section 7;
Thence South 00°21'43" East, 1,321.04 feet to the Southeast corner of the SW¼NE¼ of said Section 7;
Thence North 89°54'14" West, 3,840.47 feet to the W¼ corner of said Section 7;
Thence South 00°14'50'' East, 2,655.25 feet to the REAL POINT OF BEGINNING (Tax Lot 7508)

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ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

A PARCEL OF LAND LOCATED IN BLAINE COUNTY ID, BEING A PORTION OF THE FOLLOWING SECTIONS: SECTION 1 AND 2, TOWNSHIP I SOUTH, RANGE 17 EAST, BOISE MERIDIAN AND SECTION 35, TOWNSHIP I NORTH, RANGE 17 EAST, BOISE MERIDIAN more particularly described as follows;

Beginning at the N¼ corner of said Section 1, said point being the REAL POINT OF BEGINNING;
Thence South 00°51'47" East, 866.31 feet to the C¼ of said Section I;
Thence South 88°30'21" West, 1,311.87 feet to the Southwest corner of Government Lot 3 of said Section 1;
Thence South .00°32'03" East, 1,313.92 feet to the Southeast corner of the NW¼SW¼ of said Section 1;
Thence South .88°09'56" West, 1,319.52 feet to the Southwest corner of the NW¼SW¼ of said Section 1;
Thence South 88°34'27" West 2,642.47 feet to the Southwest corner of the NW¼SE¼ of said Section 2;
Thence North 00°31'49" West, 1,321.99 feet to the C¼ of said Section 2;
Thence North 88°34'44" East, 1,324.94 feet to the Southwest corner of Government Lot 1 of said Section 2;
Thence North 00°32'45" West, 976.12 feet to the Northwest corner of said
Government Lot 1;
Thence North 89°55'28" West, 630.67 feet to the Southwest corner of the SE¼SW¼ of said Section 35;
Thence North 00°46'53" East, 2,622.80 feet to the Northwest corner of the NE¼SW¼ of said Section 35;
Thence South 89°59'18" East, 1,323.52 feet to the C¼ of said Section 35;
Thence North 00°44'41" East, 1,307.07 feet to the Northwest corner of the SW¼NE¼ of said Section 35;
Thence North 89°51'23" East, 2,629.00 feet to the Northeast corner of the SE¼NE¼ of said Section 35;
Thence South 01°08'07" West, 1,314.34 feet to the E¼ corner of said Section 35;
Thence South 00°04'55" West, 2,629.84 feet to the SE corner of said Section 35;
Thence South 89°52'57" East, 598.82 feet to the REAL POINT OF BEGINNING (Tax Lot 7509)

A PARCEL OF LAND LOCATED IN THE NW¼ OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 17 EAST, BOISE MERIDIAN. BLAINE COUNTY, IDAHO more particularly described as follows;

Beginning at the C¼ corner of said Section 12, said point being the REAL POINT OF BEGINNING;
Thence North. 00°04'09" East Along the East boundary of the NW¼ of said Section 12, 544.57 feet to the Centerline of existing Rock Creek Road;
Thence along said Centerline the following 9 courses
North 73°05'12" West, 205.13 feet;
Thence North 83°27'56" West, 280.65 feet;
Thence North 61.45'29" West, 301.08 feet;
Thence North 52°46'12" West, 565.03 feet;
Thence North 58°05'19" West, 314.68 feet;
Thence North 43°51'11" West, 121.77 feet;
Thence North 33°57'32" West, 239.71 feet to a point of curvature;
Thence along a curve to the Right having a radius of 200.00 feet, a delta of 60°24'43" and an arc length of 210.88 feet;
Thence North. 26°27'13" East, 944.55 feet to the North boundary of the NW¼ of said Section 12;
Thence leaving said Centerline of existing Rock Creek Rd South 87°49'45" West, 1,383.05 feet to the Northwest corner of said Sec 12;
Thence South .00°00'12" West, 2,627.95 feet to the W¼ comer of said Section 12;
Thence North .88°42'42" East, 2,650.12 feet to the REAL POINT OF BEGINNING. (Tax Lot 7510)

A PARCEL OF LAND LOCATED IN THE W½E½ OF SECTION 31, TOWNSHIP 1 NORTH RANGE 18 EAST,

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ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

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STEWART TITLE GUARANTY COMPANY

BOISE .MERIDIAN, BLAINE COUNTY, IDAHO more particularly described as follows;

Beginning at the N¼ corner of said Section 31, said point being the REAL POINT OF BEGINNING ;
Thence North 89°57'52" East, 1,320.32 feet to the Northeast corner of the NW¼NE¼ of said Section 31;
Thence South 00°34'09" West, 2,657.28 feet to the Southeast corner of the SW¼NE¼ of said Section 31;
Thence South 00°29'32" West, along the East boundary of the NW¼SE¼ of Section 31, 1,108.63 feet to the existing Centerline of Glendale Road;
Thence along the said Centerline the following 7 courses,
South 49°45'31" West, 155.64 feet;
Thence South .28°50'45" West, 297.99 feet;
Thence South 69°25'51" West, 135.09 feet to a point of curvature;
Thence along a curve to the Left having a radius of 250.00 feet a delta of 43°17'32" and an arc length of 188.90 feet;
Thence South 26°08'18" West, 251.12 feet to a point of curvature;
Thence along a curve to the Right having a radius of 300.00 feet a delta of 58°51'10" and an arc length of 308.15 feet;
Thence South 85°10'40" West, 452.22 feet the West boundary of the SE¼ of said Section 31;
Thence leaving said existing Centerline of Glendale Road North 00°32'51" East, 2,074.11 feet to the C¼ of said Section 31;
Thence North 00°33'25" East, 2,654.13 feet to the REAL POINT OF BEGINNING. (Tax Lot 8396)

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ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

A PARCEL OF LAND LOCATED WITHIN SECTION 13, TOWNSHIP 1 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO AND ALSO WITHIN SECTION 18, TOWNSHIP 1 SOUTH , RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOW:

Commencing at a brass cap marking the one-quarter corner common to said Sections 13 and 18, which point is the REAL POINT OF BEGINNING;
Thence, North 89°39'14" East 2,488.38 feet along the north boundary of the SW¼, said Section 18, Township 1 South, Range 18 East, Boise Meridian to a one inch diameter iron pipe marking the center one-quarter corner, said Section 18;
Thence, North 89°39'15" East 1,328.71 feet along the north boundary of the SE¼, said Section 18, Township 1 South, Range 18 East, Boise Meridian to a one-inch diameter iron pipe marking the center-east one sixteenth corner of said Section 18;
Thence South 0°24'42" East 1,977.57 feet along the east boundary of the W½SE¼, said Section 18 to a one inch diameter pipe on the northerly right-of-way of Idaho State Highway No. 20;
Thence, the following five courses and distances along said northerly boundary said Idaho State Highway No 20;

South 55°08'47" West, 132.69 feet to a right -Of-way monument;
North 79°19'13" West, 2,329.75 feet to a right –of- way monument;
North 79°18'53" West, 2,565.20 feet to a right-of-way monument;
North 49°52'49" West, 284.19 feet to a right-of-way monument;
North 79°18'23" West, 373.18 feet to the approximate centerline of Rock Creek on the easterly Boundary of Idaho State Fish and Game property;
Thence, North 6°00'52" West, 828.13 feet along said easterly boundary of Idaho State Fish and Game property to the north boundary of said SE¼, Section 13, Township 1 South, Range 17 East, Boise Meridian;
Thence, North 88°28'11" East, 1,759.18 feet along said north boundary of the SE¼ of said Section 13 to the point of beginning. (Tax Lot 7912)

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EXHIBIT A.1

Tangible Personal Property

(TO BE COMPLETED PRIOR TO CLOSING)

stewart title

ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

Authorized Countersignature

Blaine County Title, Inc.
360 Sun Valley Road
P.O. Box 3176
Ketchum, ID 83340
(208) 726-0700

STEWART TITLE GUARANTY COMPANY INCORPORATED 1908 TEXAS

Matt Morris
President and CEO

Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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AMERICAN LAND TITLE ASSOCIATION

COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.

(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.

(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

(a) the Notice;
(b) the Commitment to Issue Policy;
(c) the Commitment Conditions;
(d) Schedule A;
(e) Schedule B, Part I - Requirements;
(f) Schedule B, Part II - Exceptions; and
(g) a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
   (i) comply with the Schedule B, Part I - Requirements;
   (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
   (iii) acquire the Title or create the Mortgage covered by this Commitment.

(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent:	Blaine County Title, Inc.
Issuing Office:	360 Sun Valley Road, P.O. Box 3176, Ketchum, ID 83340
ALTA® Universal ID:	N/A
Loan ID Number:	N/A
Commitment Number:	1821097
Issuing Office File Number:	1821097
Property Address:	Vacant Land, Bellevue, ID 83313
Revision Number:	1

1. **Commitment Date:** January 08, 2019 at 8:00 A.M.

2. **Policy to be issued:** **Proposed Policy Amount**

   (a) ALTA Owner's Policy Leasehold $1,300,000.00

   Proposed Insured: Board of Regents of the University of Idaho

   (b) ALTA Loan Policy Standard

   Proposed Insured:

3. **The estate or interest in the Land described or referred to in this Commitment is:**

   Fee Simple

4. **Title to the said estate or interest in the Land is at the Commitment Date hereof vested in:**

   Wood River Land Trust Comapny, an Idaho nonprofit corporation also known as the Wood River Land Trust, as to an undivided 50% interest and The Nature Conservancy, a District of Columbia nonprofit corporation, as to an undivided 50% interest, as Tenancy in Common

5. **The Land is described as follows:**

   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STATEMENT OF CHARGES
These charges are due and payable
before a policy can be issued
Owner's Policy: $2,585.00
Reissue Credit of $795.00 Included
Underwriter remittance
$310.20

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ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I
Subparcel A

TOWNSHIP 1 NORTH, RANGE 17 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO

Section 14: SW¼NE¼; NW¼SE¼; SW¼NW¼; W½SW¼; E½SE¼
Section 15: E½E½
Section 22: NE¼NE¼
Section 23: SE¼SE¼; SW¼SE¼; W½; SW¼NE¼; NW¼SE¼
Section 24: N½SW¼; SW¼SW¼; SE¼SW¼; SW¼SE¼
Section 25: W½; W½E½; E½SE¼
Section 26: E½NE¼; W½NE¼; SE¼; W½
Section 27: E½SE¼; E½NW¼; NE¼
Section 34: S½NE¼; NE¼NE¼
Section 35: NW¼; NW¼NE¼

TOWNSHIP 2 NORTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO

Section 30: Lots 2, 3, 4; SE¼NW¼; E½SW¼

Subparcel B

TOWNSHIP 1 NORTH, RANGE 17 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO

Section 13: NW¼; N½NE¼

Subparcel C

TOWNSHIP 1 NORTH, RANGE 17 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO

Section 1: Lot 1; S½NE¼; SE¼; S½SW¼
Section 2: SE¼
Section 11: NE¼; NE¼SE¼
Section 12: N½; N½SW¼; SE¼SW¼; SW¼SE¼

TOWNSHIP 1 NORTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO

Section 7: Lot 1; NE¼NW¼
Section 6: Lots, 4, 5, 6 and 7; E½W½

TOWNSHIP 2 NORTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO

Section 31: Lots 3 and 4; E½SW¼

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ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Subparcel D

TOWNSHIP 1 NORTH, RANGE 17 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO

Section 13: S½NE¼; N½SE¼
Section 14: NW¼NE¼; SW¼SE¼; E½W½
Section 15: SW¼NE¼; SW¼; W½SE¼
Section 21: Lot 1; NE¼NW¼; N½NE¼; S½N½; S½
Section 22: Lots 1, 2, 3; NW¼NW¼; NW¼NE¼; S½NE¼; S½
Section 23: N½NE¼; SE¼NE¼; NE¼SE¼

TOWNSHIP 1 NORTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO

Section 18: Lot 2

TOWNSHIP 1 NORTH, RANGE 17 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO

Section 22: Guy Lode Mining Claim as described in that certain Patent recorded February 28, 1972 in Book 130 of Patents at page 194, as Instrument No. 142503, records of Blaine County, Idaho.

PARCEL II

A PARCEL OF LAND LOCATED IN BLAINE COUNTY IDAHO, BEING A PORTION OF FOLLOWING SECTIONS 1, SECTION 12 AND SECTION 13, ALL OF WHICH ARE LOCATED IN TOWNSHIP 1 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, SECTION 5, SECTION 6 AND SECTION 7, ALL OF WHICH ARE LOCATED IN TOWNSHIP 1 SOUTH, RANGE 18 EAST, BOISE MERIDIAN; SECTION 31, ALL OF WHICH ARE LOCATED IN TOWNSHIP 1 NORTH, 18 EAST, BOISE MERIDIAN; AND ALL OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 17 EAST BOISE MERIDIAN, BLAINE COUNTY, IDAHO more particularly described as follows;

Beginning at the Northeast corner of said Section 13, T1S, R17E, B.M. said Point being the REAL POINT OF BEGINNING;

Thence South 00°30'48" East, 2,643.25 feet to the E¼ corner of said Section 13;
Thence South 88°45'57" West, 2,630.50 feet to the C¼ corner of said Section 13;
Thence North 00°17'58" West, 2,644.64 feet to the N¼ corner of said Section 13;
Thence North 00°04'09" East Along the West boundary of the SE¼ of said Section 12, T1S, R17E. B.M. 3,196.40 feet to the Centerline of existing Rock Creek Road;
Thence along said Centerline the following 9 courses:
North 73°05'12" West, 205. 13 feet;
Thence North 83°17'56" West, 280.65 feet;
Thence North 61 °45'29" West, 301.08 feet;
Thence North 52°46'12" West, 565.03 feet ;
Thence North 58 °05'19" West, 314.68 feet;
Thence North 43°51'11" West, 121.77 feet;
Thence North 33°57'31" West, 239.71 feet to a point of curvature;
Thence along a curve to the Right, having a radius of 200.00 feet, a delta of 60°24'43" and an arc length of 210.88 feet;
Thence North 26°27'13" East, 944.55 feet to the North boundary of the NW¼ of said Section 12;

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ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Thence leaving said Centerline of existing Rock Creek Road, South 87°49'45" West, 55.84 feet to the Northeast corner of the NW¼NW¼ of said Section 12;
Thence North 00°32'03" West, 2,627.84 feet to the Northwest corner of the NE¼SW¼ of said Section 1,T1S, R17E, B.M.;
Thence North 88°30'2 1" East, 1,311.87 feet to the C¼ corner of said Section 1;
Thence North 00°51'47" West, 866.31 feet to the N¼ corner of said Section 1;
Thence North 89°52'37" West, 598.82 feet to the Southwest corner of Section 36, TIN R17E, B.M.;
Thence North 00°04'55" East, 2,629.84 feet to the W¼ corner of said Section 36;
Thence North 1°08'07" East, 2,628.69 feet to the NW corner of said Section 36;
Thence South 89°45'37" East, 2,643.23 feet to the N¼ corner of said Section 36;
Thence North 89°06'18" East, 2,667.38 feet to the NE corner of said Section 36;
Thence South 00°01'06" West, 2,642.15 feet to the E¼ corner of said Section 36;
Thence South 01°09'07" West, 2,659.02 feet to the SE corner of said Section 36;
Thence South 89°59'57" West 2,106.92 feet to the NW corner of said Section 6, T1S R18E,B.M.;
Thence South 01 °18'36" East, 787.55 feet to the W¼ corner of said Section 6;
Thence South 00°18'36" East, 1,320.26 feet to the SW corner of Government Lot 5 of said Section 6;
Thence South 89°46'53" East, 1,180.67 feet to the SE corner of Government Lot 5;
Thence South 00°52'05" West, 1,320.27 feet to the SE corner of Government Lot 6 of said Section 6;
Thence North 89°46'55'' West 1,153.53 feet to the SE corner of said Sec 6;
Thence South 00°21'00" East, 1,324.83 feet to the SW corner of Government Lot 1 of said Section 7, T1S, R18E, B.M.;
Thence South 89°50'35" East, 1,155.60 feet to the Southeast corner of Government Lot 1
Thence North 00°26'25" West, 1,323.62 feet to the Northwest corner of Government Lot 1
Thence South 89°46'55" East, 1,343.15 feet to the N¼ corner of said Sec 7;
Thence North 00°23'09" East, 1,320.18 feet to the Northwest corner of the SW¼SW¼ of said Section 6, T1S, R18E, B.M
Thence South 89°47'38" East, 1,337.90 feet to the Northeast corner of the SW¼SW¼ of said Section 6
Thence North 00°09'02" East, 1,319.86 feet to the Southwest corner of Government Lot l of said Section 6
Thence North 00°25'50" West, 797.81 feet to the Northwest corner of said Government Lot 1
Thence South 89°51'30" East, 896.14 feet to the S¼ corner of said Section 31 TIN, RI8E, B.M.;
Thence North 00°32'51" East, along the West boundary of the SE¼ of said Section 31, 586.58 feet to the Centerline of existing Glendale Road
Thence along said Centerline the following 7 courses;
North 85°10'40" East, 452.22 feet to a point of curvature
Thence along a curve to the Left having a radius of 300.00 feet, a delta of 58°51'10" and an arc length of 308.15 feet
Thence North 26°08'18" East, 251.12 feet to a point of curvature
Thence along a curve to the Right having a radius of 250.00 feet a delta of 43°17'32" and an arc length of 188.90 feet
Thence North 69°25'5 l" East, 135.09 feet;
Thence North 28°50'45" East 297.99 feet
Thence North 49°45'31" East 155.65 feet to the East boundary of the NW¼SE¼ of said Section 31
Thence leaving said Centerline of existing Glendale Road, South 00°29'32" West, 1,551.55 feet to the Southeast corner of the SW¼SE¼ of said Section 31;
Thence South 89°55'05" East, 431.72 feet to the Northeast corner of Government Lot 4 of said Section 5, T1S, R18E, B.M.;
Thence South 00°46'53" East, 797.23 feet to the SE corner of said Government Lot 4;
Thence South 00°12'05" East, 2,646.00 feet to the Southeast corner of the SW¼SW¼ of said Section 5;
Thence North 89°45'01" West, 1,327.97 feet to the Southwest corner of Government Lot 5
Thence South 00°17'07" East, 1,319.89 feet to the Southeast corner of the NE¼NE¼ of said Section 7, T1S, R18E, B.M.;
Thence North 89°51'19" West, 1 ,341.55 feet to the Southwest corner of the NE¼NE¼ of said Section 7;
Thence South 00°21'43" East, 1,321.04 feet to the Southeast corner of the SW¼NE¼ of said Section 7;
Thence North 89°54'14" West, 3,840.47 feet to the W¼ corner of said Section 7;
Thence South 00°14'50'' East, 2,655.25 feet to the REAL POINT OF BEGINNING (Tax Lot 7508)

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ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

A PARCEL OF LAND LOCATED IN BLAINE COUNTY ID, BEING A PORTION OF THE FOLLOWING SECTIONS: SECTION 1 AND 2, TOWNSHIP I SOUTH, RANGE 17 EAST, BOISE MERIDIAN AND SECTION 35, TOWNSHIP I NORTH, RANGE 17 EAST, BOISE MERIDIAN more particularly described as follows;

Beginning at the N¼ corner of said Section 1, said point being the REAL POINT OF BEGINNING;
Thence South 00°51'47" East, 866.31 feet to the C¼ of said Section I;
Thence South 88°30'21" West, 1,311.87 feet to the Southwest corner of Government Lot 3 of said Section 1;
Thence South .00°32'03" East, 1,313.92 feet to the Southeast corner of the NW¼SW¼ of said Section 1;
Thence South .88°09'56" West, 1,319.52 feet to the Southwest corner of the NW¼SW¼ of said Section 1;
Thence South 88°34'27" West 2,642.47 feet to the Southwest corner of the NW¼SE¼ of said Section 2;
Thence North 00°31'49" West, 1,321.99 feet to the C¼ of said Section 2;
Thence North 88°34'44" East, 1,324.94 feet to the Southwest corner of Government Lot 1 of said Section 2;
Thence North 00°32'45" West, 976.12 feet to the Northwest corner of said
Government Lot 1;
Thence North 89°55'28" West, 630.67 feet to the Southwest corner of the SE¼SW¼ of said Section 35;
Thence North 00°46'53" East, 2,622.80 feet to the Northwest corner of the NE¼SW¼ of said Section 35;
Thence South 89°59'18" East, 1,323.52 feet to the C¼ of said Section 35;
Thence North 00°44'41" East, 1,307.07 feet to the Northwest corner of the SW¼NE¼ of said Section 35;
Thence North 89°51'23" East, 2,629.00 feet to the Northeast corner of the SE¼NE¼ of said Section 35;
Thence South 01°08'07" West, 1,314.34 feet to the E¼ corner of said Section 35;
Thence South 00°04'55" West, 2,629.84 feet to the SE corner of said Section 35;
Thence South 89°52'57" East, 598.82 feet to the REAL POINT OF BEGINNING (Tax Lot 7509)

A PARCEL OF LAND LOCATED IN THE NW¼ OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 17 EAST, BOISE MERIDIAN. BLAINE COUNTY, IDAHO more particularly described as follows;

Beginning at the C¼ corner of said Section 12, said point being the REAL POINT OF BEGINNING;
Thence North. 00°04'09" East Along the East boundary of the NW¼ of said Section 12, 544.57 feet to the Centerline of existing Rock Creek Road;
Thence along said Centerline the following 9 courses
North 73°05'12" West, 205.13 feet;
Thence North 83°27'56" West, 280.65 feet;
Thence North 61.45'29" West, 301.08 feet;
Thence North 52°46'12" West, 565.03 feet;
Thence North 58°05'19" West, 314.68 feet;
Thence North 43°51'11" West, 121.77 feet;
Thence North 33°57'32" West, 239.71 feet to a point of curvature;
Thence along a curve to the Right having a radius of 200.00 feet, a delta of 60°24'43" and an arc length of 210.88 feet;
Thence North. 26°27'13" East, 944.55 feet to the North boundary of the NW¼ of said Section 12;
Thence leaving said Centerline of existing Rock Creek Rd South 87°49'45" West, 1,383.05 feet to the Northwest corner of said Sec 12;
Thence South .00°00'12" West, 2,627.95 feet to the W¼ comer of said Section 12;
Thence North .88°42'42" East, 2,650.12 feet to the REAL POINT OF BEGINNING. (Tax Lot 7510)

A PARCEL OF LAND LOCATED IN THE W½E½ OF SECTION 31, TOWNSHIP 1 NORTH RANGE 18 EAST,

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ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

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STEWART TITLE GUARANTY COMPANY

BOISE .MERIDIAN, BLAINE COUNTY, IDAHO more particularly described as follows;

Beginning at the N¼ corner of said Section 31, said point being the REAL POINT OF BEGINNING ;
Thence North 89°57'52" East, 1,320.32 feet to the Northeast corner of the NW¼NE¼ of said Section 31;
Thence South 00°34'09" West, 2,657.28 feet to the Southeast corner of the SW¼NE¼ of said Section 31;
Thence South 00°29'32" West, along the East boundary of the NW¼SE¼ of Section 31, 1,108.63 feet to the existing Centerline of Glendale Road;
Thence along the said Centerline the following 7 courses,
South 49°45'31" West, 155.64 feet;
Thence South .28°50'45" West, 297.99 feet;
Thence South 69°25'51" West, 135.09 feet to a point of curvature;
Thence along a curve to the Left having a radius of 250.00 feet a delta of 43°17'32" and an arc length of 188.90 feet;
Thence South 26°08'18" West, 251.12 feet to a point of curvature;
Thence along a curve to the Right having a radius of 300.00 feet a delta of 58°51'10" and an arc length of 308.15 feet;
Thence South 85°10'40" West, 452.22 feet the West boundary of the SE¼ of said Section 31;
Thence leaving said existing Centerline of Glendale Road North 00°32'51" East, 2,074.11 feet to the C¼ of said Section 31;
Thence North 00°33'25" East, 2,654.13 feet to the REAL POINT OF BEGINNING. (Tax Lot 8396)

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ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

A PARCEL OF LAND LOCATED WITHIN SECTION 13, TOWNSHIP 1 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO AND ALSO WITHIN SECTION 18, TOWNSHIP 1 SOUTH , RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOW:

Commencing at a brass cap marking the one-quarter corner common to said Sections 13 and 18, which point is the REAL POINT OF BEGINNING;
Thence, North 89°39'14" East 2,488.38 feet along the north boundary of the SW¼, said Section 18, Township 1 South, Range 18 East, Boise Meridian to a one inch diameter iron pipe marking the center one-quarter corner, said Section 18;
Thence, North 89°39'15" East 1,328.71 feet along the north boundary of the SE¼, said Section 18, Township 1 South, Range 18 East, Boise Meridian to a one-inch diameter iron pipe marking the center-east one sixteenth corner of said Section 18;
Thence South 0°24'42" East 1,977.57 feet along the east boundary of the W½SE¼, said Section 18 to a one inch diameter pipe on the northerly right-of-way of Idaho State Highway No. 20;
Thence, the following five courses and distances along said northerly boundary said Idaho State Highway No 20;

South 55°08'47" West, 132.69 feet to a right -Of-way monument;
North 79°19'13" West, 2,329.75 feet to a right –of- way monument;
North 79°18'53" West, 2,565.20 feet to a right-of-way monument;
North 49°52'49" West, 284.19 feet to a right-of-way monument;
North 79°18'23" West, 373.18 feet to the approximate centerline of Rock Creek on the easterly Boundary of Idaho State Fish and Game property;
Thence, North 6°00'52" West, 828.13 feet along said easterly boundary of Idaho State Fish and Game property to the north boundary of said SE¼, Section 13, Township 1 South, Range 17 East, Boise Meridian;
Thence, North 88°28'11" East, 1,759.18 feet along said north boundary of the SE¼ of said Section 13 to the point of beginning. (Tax Lot 7912)

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ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 1821097- Revision No. 1

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. Before the Company will issue a title commitment covering the leasehold estate, the Company must be furnished with an authentic copy of the lease and the memorandum of lease, if applicable. At that time, the Company may make additional requirements or exceptions. Upon approval by the Company, the lease must be executed and the lease or a memorandum of lease must be filed for record.

6. A Tenancy in Common Agreement affecting transferability of title in and to real property as disclosed by the Memorandum of Tenancy in Common Agreement recorded December 27, 2016 as Instrument No. 640617. The Company requires a copy of the Tenancy in Common Agreement for its review. At that time, the Company may make additional requirements or exceptions.

7. If a Leasehold Policy is not issued, a Leasehold Policy Modification Endorsement will be attached to the Policy.

8. The Company requires for its review a satisfactory resolution of the Board of Directors authorizing the proposed transaction, Shareholders Resolution where applicable, for the **University of Idaho**. At the time the Company is furnished these items, the Company may make additional requirement or exceptions.

9. Delivery to the Company of the Affidavit as to Debts and Liens. Upon acceptance and review of said Affidavit, title will be subject to such further matters as appear necessary and appropriate following such review.

10. Pursuant to the State of Idaho Insurance Regulations, a cancellation fee is to be charged on all cancelled orders. Unless otherwise advised, orders will be considered cancelled six months after the effective date on the Commitment. The amount of the fee assessed shall be in accordance with our rate filing with the Idaho Department of Insurance.

    If you should decide to change lenders within six months, this commitment can be transferred to avoid a cancellation charge.

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ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 1821097- Amended No. 1

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public record.

3. Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.

5. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

6. (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims, or title to water.

7. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. Stewart makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.

9. General taxes for the year 2019 and subsequent years, which are a lien not yet payable.

10. Title to, and easements in, any portion of the land lying within any highways, roads, streets, or other ways.

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ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

11. Reservation of all coal and other minerals in the Patent issued May 28, 1925 as Patent Number 960688 , Record of Patents, together with the appurtenant rights to use the surface. The Company makes no representation as to the present ownership of this interest. There may be leases, grants, exceptions or reservations of interests that are not listed

12. Reservation of all coal and other minerals in the Patent issued September 24, 1925 as Patent Number 966840 , Record of Patents, together with the appurtenant rights to use the surface. The Company makes no representation as to the present ownership of this interest. There may be leases, grants, exceptions or reservations of interests that are not listed

13. Reservation of all coal and other minerals in the Patent recorded February 17, 1927 in Book 129 of Patents at page 29, as Instrument No. 60686, records of Blaine County, Idaho, together with the appurtenant rights to use the surface. The Company makes no representation as to the present ownership of this interest. There may be leases, grants, exceptions or reservations of interests that are not listed

14. Reservation of all coal and other minerals in the Patent recorded August 24, 1927 in Book 129 at page 51, as Instrument No. 61563, records of Blaine County, Idaho, together with the appurtenant rights to use the surface. The Company makes no representation as to the present ownership of this interest. There may be leases, grants, exceptions or reservations of interests that are not listed

15. Reservation of all coal and other minerals in the Patent recorded February 5, 1929 in Book 129 of Patents at page 89, as Instrument No. 64185, records of Blaine County, Idaho, together with the appurtenant rights to use the surface. The Company makes no representation as to the present ownership of this interest. There may be leases, grants, exceptions or reservations of interests that are not listed

16. Reservation of all coal and other minerals in the Patent recorded May 25, 1929 in Book 129 of Patents at page 99, as Instrument No. 64535, records of Blaine County, Idaho, together with the appurtenant rights to use the surface. The Company makes no representation as to the present ownership of this interest. There may be leases, grants, exceptions or reservations of interests that are not listed

17. Right of Way, including the terms and provisions thereof, in favor of Mountain States Telephone and Telegraph Co., recorded August 8, 1929 in Book 132 of Deeds at Page 577, as Instrument No. 64977, records of Blaine County, Idaho.

18. Right of Way, including the terms and provisions thereof, in favor of Mountain States Telephone and Telegraph Co., recorded August 8, 1929 in Book 132 of Deeds at page 578, as Instrument No. 64978, records of Blaine County, Idaho.

19. Reservation of all coal and other minerals in the Patent recorded August 31, 1929 in Book 129 of Patents at page 103, as Instrument No. 65125, records of Blaine County, Idaho, together with the appurtenant rights to use the surface. The Company makes no representation as to the present ownership of this interest. There may be leases, grants, exceptions or reservations of interests that are not listed

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ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

20. Easement and Right of Way for County Road, including the terms and provisions thereof, recorded November 21, 1934 in Book 128 at Page 281, as Instrument No. 71693, records of Blaine County, Idaho.

21. Reservation of all coal and other minerals in the Patent recorded January 3, 1938 in Book 129 of Patents at page 376, as Instrument No. 76502, records of Blaine County, Idaho, together with the appurtenant rights to use the surface. The Company makes no representation as to the present ownership of this interest. There may be leases, grants, exceptions or reservations of interests that are not listed

22. Reservation of all the coal and other minerals in the Patent recorded March 29, 1945 in Book 129 of Patents at page 507, as Instrument No. 88106, records of Blaine County, Idaho, together with the appurtenant rights to use the surface. The Company makes no representation as to the present ownership of this interest. There may be leases, grants, exceptions or reservations of interests that are not listed

23. Easements and restrictions, including the terms and provisions thereof, as contained in that certain Warranty Deed in favor of the State of Idaho, recorded October 14, 1955 in Book 166 of Deeds at page 463, as Instrument No. 106824, records of Blaine County, Idaho.

24. Grant of Easement and Right of Way, including the terms and provisions thereof, in favor of United States of America, Department of the Interior, Bureau of Land Management, recorded June 22, 1962 in Book 176 of Deeds at page 363, as Instrument No. 117053, records of Blaine County, Idaho.

25. Power Line Easement, including the terms and provisions thereof, in favor of Idaho Power Company, recorded August 17, 1962 in Book 176 of Deeds at page 405, as Instrument No. 117307, records of Blaine County, Idaho.

26. Power Line Easement, including the terms and provisions thereof, in favor of Idaho Power Company, recorded August 17, 1962 in Book 176 of Deeds at page 406, as Instrument No. 117308, records of Blaine County, Idaho.

27. Power Line Easement, including the terms and provisions thereof, in favor of Idaho Power Company, recorded August 17, 1962 in Book 176 of Deeds at page 407, as Instrument No. 117309, records of Blaine County, Idaho.

28. Power Line Easement, including the terms and provisions thereof, in favor of Idaho Power Company, recorded October 15, 1962 in Book 176 of Deeds at page 467, as Instrument No. 117654, records of Blaine County, Idaho.

29. Reservation of all mineral rights in the Quitclaim Deed recorded May 11, 1967 in Book 147 of Deeds at Page 352, as Instrument No. 126972, records of Blaine County, Idaho, together with the appurtenant rights to use the surface. The Company makes no representation as to the present ownership of this interest. There may be leases, grants, exceptions or reservations of interests that are not listed

30. Reservation of undivided one-half interest in the mineral rights in the Warranty Deed recorded February 6, 1968 in Book 175 of Deeds at page 613, as Instrument No. 129169, together with the appurtenant rights to use the surface. The Company makes no representation as to the present ownership of this interest.

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ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

31. Reservation of mineral rights within Section 14 Township 1 North, Range 17 East B.M. in the Warranty Deed recorded February 1, 1972 as Instrument No. 142188, records of Blaine County, Idaho, together with the appurtenant rights to use the surface. The Company makes no representation as to the present ownership of this interest. There may be leases, grants, exceptions or reservations of interests that are not listed

32. Conditions and Stipulations, as disclosed in that certain Patent for the Guy Lode Mining Claim, recorded February 28, 1972 in Book 130 of Patents, at page 194, as Instrument No. 142503, records of Blaine County, Idaho.

33. Power Line Easement, including the terms and provisions thereof, in favor of Idaho Power Company, recorded February 6, 1980, as Instrument No. 201028, records of Blaine County, Idaho.

34. Reservation of all coal, oil, oil shale, gas phosphate, sodium, asbestos, gold, silver, lead, zinc, copper, antimony, all minerals or deposits of minerals of whatsoever kind or character in the State of Idaho Deed recorded May 29, 1990 as Instrument No. 320021, records of Blaine County, Idaho, together with the appurtenant rights to use the surface. The Company makes no representation as to the present ownership of this interest. There may be leases, grants, exceptions or reservations of interests that are not listed

35. Reservation of all coal, oil, oil shale, gas phosphate, sodium, asbestos, gold, silver, lead, zinc, copper, antimony, all minerals or deposits of minerals of whatsoever kind or character in the State of Idaho Deed recorded May 29, 1990 as Instrument No. 320022, records of Blaine County, Idaho, together with the appurtenant rights to use the surface. The Company makes no representation as to the present ownership of this interest. There may be leases, grants, exceptions or reservations of interests that are not listed

36. Facts evidenced by that certain Survey, recorded December 9, 1997, as Instrument No. 408733, records of Blaine County, Idaho.

37. 30 foot right-of-way, including the terms and provisions thereof, as disclosed by that certain Warranty Deed recorded February 25, 2004, as Instrument No. 499602, records of Blaine County, Idaho.

38. Facts evidenced by that certain Survey, recorded January 16, 2014, as Instrument No. 616171, and Amended February 27, 2014 as Instrument No. 617120, records of Blaine County, Idaho.

39. Grassland Reserve Program Conservation Easement, including the terms and provisions thereof, recorded May 12, 2014 as Instrument No. 618556, and re-recorded August 19, 2015 as Instrument No. 628899, records of Blaine County, Idaho.

40. Grassland Reserve Program Conservation Easement, including the terms and provisions thereof, recorded May 12, 2014 as Instrument No. 618558, and re-recorded August 20, 2015 as Instrument No. 628914, records of Blaine County, Idaho.

41. Possible reservation of mineral rights within the Guy Lode Patented Mining Claim - Lot No. 37, as disclosed by Special Warranty Deed recorded May 12, 2014 as Instrument No. 618565, records of Blaine County, Idaho.

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ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

42. Memorandum of Tenancy in Common Agreement, including the terms and provisions thereof, recorded December 27, 2016 as Instrument No. 640617, records of Blaine County, Idaho.

43. Notices of liens if any, in favor of the State Tax Commission, the Department of Labor and Department of Health and Welfare of the State of Idaho filed in the office of the Secretary of State pursuant to Chapter 19, Title 45, Idaho Code. (The Idaho State Tax Commission electronically files liens with the office of the Secretary of State and not with the Blaine County Recorder. Until final review at closing, title may be subject to such further matters as appear necessary and appropriate following such review.)

    Item 1 will be removed upon final review at closing, title may be subject to such further matters as appear necessary and appropriate following such review.

    Items 2-5 and 7 may be removed upon issuance of any ALTA Extended Coverage Policy.

    Copies of all recorded documents outlined in this section are available upon request.

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STG Privacy Notice
Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. *Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company*	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: **Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056**

EXHIBIT B

MEMORANDUM OF LEASE

(TO BE COMPLETED PRIOR TO CLOSING)

Exhibit C

Grants with on-going obligations for Seller

Grants with ongoing funds or monitoring/reporting requirements					
Granting Agency	Agreement Number/Name	Purpose	Implementation Timeline	Obligations that will survive transfer	Notes
Office of Species Conservation - Sage-Grouse funding	FY 2017, Rock Creek Ranch Sage-Grouse Mesic Meadow and Spring Restoration (Awarded 10/6/2016)	Repair springs and water resources in Hill Pasture; fencing	completed	Monitor for 3-5 years, photo points, weed mapping, vegetation surveys. Send reports on year 1(2017), 3(2019) and 5(2021)	
Office of Species Conservation - Sage-Grouse funding	FY 2018, Rock Creek Ranch Fence Collision Removal	Wildlife friendly fencing along Betts Meadow	June 2019	Completion report on or before June 1, 2019, and send 2-year monitoring report	PROJECT IN PROGRESS. Invoice on or before June 1, 2019 for any remaining funds. Set up 3 photo points and monitor before, during and after implementation.

	(Awarded 5/18/2018)			(2020), 3 photo points	
US Fish & Wildlife Service	F16AC00664-01	Spring developments	completed	Must keep and maintain funded improvements until October 2026	WRLT is a sub-recipient to the Cooperative Agreement between the U.S. Fish and Wildlife Service and Idaho Cattle Association - Must notify USFWS of planned or pending changes in ownership (ownership will not change the terms of the agreement) must maintain the habitat restored under this award until 2026
US Fish & Wildlife Service	F16AC00664-02	Betts Meadow ditch work	Spring/summer 2018	Must keep and maintain funded improvements until June 2028	PROJECT IN PROGRESS. Must notify USFWS of planned or pending changes in ownership (ownership will not change the terms of the agreement) must maintain the habitat restored under this award until 2026
Blaine County Land, Water & Wildlife Program	Instrument #647968; Rock Creek Ranch Restoration – Phase I (Awarded 10/12/2017)	Upper diversion, middle diversion, upper reconnection, weed control	12/31/2018	Monitoring reports due 12-31-2018, 12-31-2019, and final report due 12-31-2020	Per the Grant Agreement, the Mobilization/General items have been reimbursed at 100%. All other expenses have had 30% withheld, which will be paid out incrementally upon receipt of the 2018, 2019 and 2020 reports. We still have $4800 to spend on weed management. We will need to notify Blaine County in writing 15 days prior to change in ownership.

Idaho Dept of Fish and Game	Access Yes Lease Agreement (dated 7/7/2016)	Habitat improve ment projects	July 19	Must continue to allow Public Access through 2019 as part of this grant	PROJECT IN PROGRESS. Flow monitoring and gauges, meadow restoration. Potential to use the rest as match for new NFWF grant that Rangeland Center is working on - for tributary restoration or other wildlife habitat projects.
Idaho Heritage Trust	Rock Creek Ranch Barn (Awarded 11/8/2017)	Barn stabilizati on	11/1/2020	Submit in-progress and final work photos, work must comply with Secretary of the Interior's checklist	PROJECT IN PROGRESS.

EXHIBIT D

REPURCHASE AGREEMENT

This Repurchase Agreement (the "Agreement") is entered into this _____day of _____, 2018 by and between The Regents of the University of Idaho ("**University**") and The Nature Conservancy, a non-profit corporation under the laws of the District of Columbia ("**Conservancy**") and the Wood River Land Trust ("**WRLT**"). the Conservancy and WRLT are referred to collectively as the "**Conservation Parties**".

WHEREAS:

A. Simultaneously herewith the Conservation Parties have sold to the University approximately 10,394 acres of real property commonly referred to as the Rock Creek Ranch, including, without limitation, all improvements located thereon, located in Blaine County, Idaho and legally described in the attached ***Exhibit A*** ("**Property**"), RESERVING THEREFROM the right to reacquire the Property under the terms and conditions set forth in this Repurchase Agreement. The cash portion of the purchase price for the Property was One Million Two Hundred Fifty-Two Thousand Three Hundred and Eighty-Eight Dollars ($1,252,388) (the "**Original Purchase Price**"). The parties mutually acknowledge that the Original Purchase Price was substantially less than the current fair market value of the Property. As additional consideration for the purchase and sale of the Property, the University has agreed to the terms and conditions set forth in this Agreement.

B. The parties acknowledge that the University accepted the property AS IS and that the condition of the Property as conveyed to the University is generally documented in the following reports:

1. That certain report made by Assessment and Compliance Services (ACS) titled "Phase I Environmental Site Assessment of 10,400 Acres Along Rock Creek" dated November 2013, and ACS's "Limited Follow-Up Sampling at the McCoy Mine Property, Blaine County, Idaho" dated 2/6/14;
2. That certain "NRCS GRP Baseline Report" (No. 8302111301DF9) dated November 8, 2013;
3. That certain NRCS GRP Baseline Report" (No. 8302111301DFS) dated November 11, 2013; and,
4. That certain June, 2018 Update to the aforesaid Phase 1 Environmental Site Assessment.
5. That certain "Current Conditions Report" documenting restoration work conducted by the Conservation Parties which shall be prepared by the Conservation Parties for review by the University prior to closing the purchase of the Property by the University and the University's approval of which shall be a condition of closing of the purchase of the Property by the University.

The parties further acknowledge that the intended use of the Property by the University is as described in Section 15 below and the Property has certain natural, scenic, conservation, wildlife habitat, and open space values which are protected by the terms of the Grasslands Reserve Program Easements in favor of the U.S. Natural Resources

Conservation Service which are of record on the Property (the "**Conservation Easements**").

C. The Parties acknowledge that the Conservation Parties have been engaged in preserving such natural, scenic, conservation, wildlife habitat, and open space values and have been providing managed public access to the Property; and, without otherwise expanding the obligations of the University as provided in this Agreement, the parties desire to ensure that the Conservation Parties will have the right to acquire fee simple title to the Property prior to any sale of the Property or portion thereof by the University to any other individual(s) or entity(ies) in order to protect the aforesaid natural, scenic, wildlife habitat, public access and open space values.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. RESERVATION OF PURCHASE RIGHT. the University and the Conservation Parties acknowledge and agree that the Conservation Parties and their successors and assigns have reserved a right to purchase ("**Purchase Right**") the Property upon the terms and conditions contained in this Agreement.

A. Notice. In the event that the University at any time desires to sell all or any portion of the Property, the University shall give the Conservation Parties written notice of the University's intent to sell all or any portion or interest in the Property (a "**Sale**") prior to executing any binding agreements to sell. For the purposes of this Agreement a Sale shall include (i) the conveyance of fee title to all or any portion of the Property, or (ii) a lease, easement, license to use or other possessory interest in the Property for a term which, including tenant's right to renew, exceeds ten (10) years. This written notice shall be delivered to the Conservancy and to WRLT at the addresses provided below. The notice shall describe the portion of the Property or interest therein subject to the Sale and shall include any disclosure by the University as described in Section 14 of this Agreement.

B. Exercise. One or both of the Conservation Parties may give written notice to the University within sixty (60) days from receipt of the University's notice of intent to sell the Property that such party or parties desires to exercise the right to purchase the Property, for the purchase price established pursuant to Section 1.C. below (the "**Repurchase Notice**"). The parties agree that either Conservation Party shall have the right, separately, to exercise the Purchase Right but if both Conservation Parties desire to exercise the Purchase Right they must do so jointly as tenants-in-common or in such form as otherwise agreed by the Conservation Parties. If either or both of the Conservation Parties exercises their Purchase Right, closing of the purchase of the Property shall be in accordance with the terms and conditions described below and other terms and conditions in the area where the Property is located. The party exercising the Purchase Right, whether it be the Conservation Parties jointly, or either of them separately, shall be referred to herein as the **"Purchasing Party**."

C. Purchase Price. The price for the Property to be paid by the Purchasing Party to the University at the closing hereunder shall be One Million Two Hundred Fifty-Two Thousand Three Hundred and Eighty-Eight Dollars ($1,252,388), plus an amount equal to interest thereon at the rate of Two Percent (2%) per annum from the date hereof to the date of the closing of the purchase (the "**Repurchase Price**"). If the Sale of the Property is for only a portion of the Property, the purchase price for the remainder of the Property shall be prorated based on the number of acres previously sold as compared to the total acreage of the Property as of the date hereof.

D. AS IS. The Property shall be conveyed AS IS and without any warranties, express or implied, save and except only warranties made in this Agreement.

E. SHARING IN SALES PROCEEDS.

(i) In the event that the Notice referred to in Section 1.A above is delivered to the Conservation Parties within the first ten (10) years following the date of the closing of the Conservation Parties' original sale of the Property to the University, and the Conservation Parties decline their right to repurchase the Property, as provided in this Agreement, and the University sells the Property, then the proceeds from the University's sale shall be allocated and distributed as follows:

(1) First, to the University's costs of closing the sale, including closing costs, attorneys fees and commissions;

(2) Second, to the University up to the amount of the Repurchase Price;

(3) Third, the balance, if any, to the Conservation Parties.

(ii) In the event that the Notice referred to in Section 1.A above is delivered to the Conservation Parties after the elapse of the first ten (10) years following the date of the closing of the Conservation Parties' original sale of the Property to the University, the following provisions shall apply:

(a) If the Conservation Parties, or either of them, exercise their right to repurchase the Property, as provided in this Agreement, and the Purchasing Party resells the Property within five (5) years after the Repurchase Closing, as defined below, then the proceeds from the resale shall be allocated and distributed as follows:

(1) First, to the Purchasing Party's costs of closing the resale, including closing costs, attorneys fees and commissions;

(2) Second, to the Purchasing Party up to the amount of the Repurchase Price plus The Nature Conservancy's initial investment made in acquiring the Property ($1,110,000) that subsequently allowed for the University's initial purchase at substantially below fair market value;

(3) Third, the balance to be divided equally by thirds to the University and the Conservation Parties.

(b) If the Conservation Parties decline to exercise their right to repurchase the Property, as provided in this Agreement, and the University sells the Property, then the proceeds from the University's sale shall be allocated and distributed as follows:

(1) First, to the University's costs of closing the sale, including closing costs, attorneys fees and commissions;

(2) Second, to the University up to the amount of the Repurchase Price;

(3) Third, to The Nature Conservancy up to the amount of their initial investment made in acquiring the Property ($1,110,000);

(4) Fourth, the balance divided equally by thirds to the University and the Conservation Parties.

2. WAIVER. If neither of the Conservation Parties exercise the Purchase Right described in Section 1. A-D above, within sixty (60) days after receipt of the notice described in Section 1.A. above, the Purchase Right described in this Agreement with respect to that portion of the Property referenced in the notice described in Section 1.A. shall automatically and, without further action by any party, terminate and the University shall be free to sell or otherwise convey such portion of the Property and this Agreement shall have no further effect upon completion of such sale or conveyance with regard to the portion of the Property or interest therein so conveyed, except as provided in Section E above. Upon request, the Conservation Parties shall execute a quit claim deed or other document evidencing the termination of this Agreement with regard to the portion of the Property or interest therein so conveyed, and deliver it to the escrow agent handling the closing, to be released to the University simultaneously upon the closing of the sale. Notwithstanding the foregoing, if the University does not actually sell or convey such portion of the Property within one (1) year after the date of the notice described in Section 1A above then the Purchase Right described in this Agreement shall be reinstated and this Agreement shall be in full force and effect with respect to any future Sale of such portion of the Property. If only part of the Property or a partial interest in the Property is sold or conveyed, this Agreement shall remain in full force and effect with respect to the portion of the Property or interest in the Property not sold or conveyed.

3. MORTGAGES. The University may mortgage or otherwise encumber the Property as security for any debt of obligation of the University without triggering the Conservation Parties' rights under this Agreement, provided that such mortgage or encumbrance shall be subject and subordinate to the Conservation Parties' rights hereunder and shall specifically recognize and acknowledge such rights in a manner reasonably acceptable to the Conservation Parties.

4. CLOSING DATE. Closing on any exercise of the Purchase Right will be within one hundred twenty (120) days after the date the Purchasing Party gives notice of its intent to purchase as provided in Section 1.B. above or as soon thereafter as the conditions for closing set out in this agreement have been met (the "**Repurchase Closing**"). Closing may be held in escrow through an agent designated by the Purchasing Party or as otherwise agreed to by the parties.

5. EVIDENCE OF TITLE. Upon exercise of the Purchase Right, the Purchasing Party will obtain a preliminary title insurance commitment covering the portion of the Property subject to the Sale from a title insurance company (the "**Title Company**") selected by the Purchasing Party. At closing, the Title Company shall issue to the Purchasing Party an ALTA Owner's Policy of Title Insurance in the amount of the Purchase Price, insuring fee simple title to the Property being conveyed, subject only to the Purchasing Party Permitted Encumbrances, as defined in Section 6 below (the "**Title Policy**"). The cost of the title insurance commitment and the final policy to be issued at closing shall be the responsibility of the University.

6. TITLE. At closing, the University will convey good, insurable and marketable title to the Property. "Good, insurable and marketable title" for purposes of this Agreement shall mean the condition of the title to the Property at the time of the University's acquisition of the Property, subject to the "Permitted Encumbrances" as defined in the Purchase and Sale Agreement executed by the parties on or about _____, 2018 together with any encumbrances placed or allowed to be placed on the Property by the University which the Purchasing Party elects to accept (together, the "**Purchasing Party Permitted Encumbrances**").

7. TITLE DEFECTS. If for any reason the University cannot deliver title at closing as required by Sections 5 and 6 above (i.e. subject only to the Purchasing Party Permitted Encumbrances), the Purchasing Party may elect to: a) accept the Property with title as it exists or b) require the University to diligently pursue all reasonable efforts to correct the problem, including bringing any necessary quiet

title actions or other lawsuits. If an objection to title is based upon outstanding oil, gas or mineral leases, interests or reservations created during the University's ownership of the Property the Purchasing Party may alternatively require the University to obtain such surface waiver or non-drilling agreements from the owner(s) of the outstanding interests as the Purchasing Party deems necessary. Without limitation, the Property shall not be considered to be in compliance with this Agreement' title requirements unless all structures and improvements, including any driveways and accessory structures placed on the Property during the University's ownership of the Property, if any, are located within the lot lines of the Property and do not encroach upon or under any property not within such lot lines

8. DOCUMENTS FOR CLOSING. The University shall execute and deliver at closing a Special Warranty Deed warranting title to the Property consistent with the provisions of Sections 5, 6 and 7 above; evidence reasonably satisfactory to the Purchasing Party and the Title Company of the University's authority to sell the Property**;** a FIRPTA Affidavit (as defined in the University's Representations and Warranties Section below); and, any other documents reasonably necessary to close in accordance with the terms of this Agreement. These documents will be prepared at the University's expense.

The proposed deed and other documents to be prepared by the University for closing must be submitted to the Purchasing Party at least 30 days before closing. Any documents to be prepared by the Purchasing Party shall be provided to the University at least 30 days before closing.

9. PROPERTY TAXES. To the extent any of the following exist, any delinquent real property taxes, all real property taxes which are due in the year of closing and all levied assessments and any recoupment of taxes due because of assessment of the property as agricultural land are the University's responsibility and should be satisfied of record by the University at or before closing, if possible. Any real estate taxes assessed against the property in the year of closing, but which are not yet due and payable, will be prorated to the date of closing based upon the most recent available tax statements.

10. MISCELLANEOUS CLOSING EXPENSES. The Purchasing Party will pay any escrow or closing fees and recording fees.

11. POSSESSION. The University will deliver possession of the Property to the Purchasing Party at closing subject only to: (a) any leases or reserved rights which have been granted by the University for land uses and/or activities which are allowed by the terms of the Grassland Reserve Program Conservation Easements which are of record on the Property; and, (b) rights created prior to the University's acquisition of the Property and subject to which the University took title to the Property.

12. CONDITION OF PROPERTY/RISK OF LOSS. After the University's receipt of the Repurchase Notice, the University shall not transfer or encumber any interest in the Property prior to the closing of such purchase. The University shall make reasonable efforts to remove from the Property prior to closing all rubbish or trash placed on the Property by the University during the University's ownership of the Property, and to remove any hazardous or toxic chemical substances or materials which the University has caused to be stored on the Property. The University shall otherwise keep the Property in the condition in which it existed at the time of the University's receipt of the Repurchase Notice until closing.

In the event of any adverse change in the condition of the Property occurring between the University's receipt of the Repurchase Notice and the closing of the Purchasing Party's purchase which change is caused by the actions of the University, the Purchasing Party may elect to: a) accept the Property as is, or b) require restoration of the Property to its condition at the time of the University's receipt of the Repurchase Notice.

The above provisions notwithstanding, the parties acknowledge that activities may occur on the Property during the University's ownership of the Property prior to or after the University's receipt of the Repurchase Notice over which the University does not and cannot exercise control. By way of example and not limitation, these might include activities pursuant to rights which were created prior to the University's acquisition of the Property and subject to which the University took title to the Property and actions of the public. The parties agree that the University shall not be responsible for such activities or any remediation or restoration which may be required as a result of such activities.

13. RIGHT OF ENTRY AND INSPECTION. The Purchasing Party and its agents shall have the right to enter upon the Property at reasonable times for surveying, conducting an environmental inspection and assessment to detect hazardous or toxic substances, conducting an inspection of the buildings on the Property to determine the condition and performance of the buildings' condition, structure and systems, and other reasonable purposes related to this transaction.

14. THE UNIVERSITY'S REPRESENTATIONS AND WARRANTIES. the University currently warrants and represents to the Purchasing Party and will warrant and represent to the Purchasing Party at the time of closing, the following matters; and , subject to the limitations imposed by law, including but not limited to Idaho Code 6-901 through 6-929, known as the Idaho Tort Claims Act, the University agrees to indemnify, defend and hold the Purchasing Party harmless from any loss or liability resulting from these matters, with the intent that these representations, warranties and indemnities shall survive closing for a period of one year following closing:

a. Hazardous Substances. To the best of the University's knowledge:

(i) Other than as specifically disclosed to Purchasing Party by the University, there has been no production, use, treatment, storage, transportation, or disposal of any Hazardous Substance (as defined below) on the Property during the University's ownership of the Property by the University or an agent of the University except in compliance with applicable laws and regulations;

(ii) Other than as specifically disclosed to Purchasing Party by the University, there has been no release by the University or an agent of the University of any Hazardous Substance, pollutant or contaminant into, upon, or over the Property or into or upon ground or surface water at the Property or within the immediate vicinity of the Property during the University's ownership of the Property save and except a release made or remediated in compliance with applicable laws and regulations;

(iii) Other than as specifically disclosed to Purchasing Party by the University, the Property is not subject to any "superfund" or similar lien or any claim by any government regulatory agency or third party related to the release or threatened release of any Hazardous Substance.

The term "**Hazardous Substance(s)**" means any substance that is defined as a hazardous substance, hazardous material, hazardous waste, petroleum product, pollutant or contaminant under any environmental law, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et. seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901 et. seq., the Clean Water Act, 42 U.S.C. § 1251 et seq., the Clean Air Act, 42 U.S.C., Section 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Safe Drinking Water Act, 42 U.S.C. § 300(f) et seq., and any and all regulations promulgated thereunder, or any similar federal, state or local laws, ordinances or regulations adopted under these acts.

b. Tanks/Wells. Other than as specifically disclosed to Purchasing Party by the University, the University has not placed or caused to be placed any underground or aboveground storage tanks, septic tanks or wells located on or under the Property, or if there have been any such tanks or wells located on the Property their location has been identified to the Purchasing Party in writing, they have been properly registered with all appropriate authorities, they are in full compliance with all applicable statutes, ordinances and regulations, and they have not resulted in the release of any Hazardous Substance into the environment, save and except releases made or remediated in compliance with applicable laws and regulations.

c. Non-foreign Status. To inform the Purchasing Party that withholding of tax is not required under § 1445(b)(2) of the Internal Revenue Code and regulations thereunder and under penalties of perjury, the University hereby certifies that the the University is not a non-resident alien or a foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined for purposes of federal income tax law. At closing, the University agrees to deliver to the Purchasing Party an affidavit certifying the University's non-foreign status, together with the University's social security number/federal taxpayer identification number (**FIRPTA Affidavit**). The University consents to the delivery of such affidavit to the Purchasing Party and understands that this certification may be disclosed to the Internal Revenue Service and that any false statement made could be punished by fines, imprisonment or both.

d. Government Farm Programs. Other than as specifically disclosed to Purchasing Party by the University, the Property is not enrolled in the Direct and Countercyclical Payment Program, the Conservation Reserve Program, the Wetland Reserve Program or any other program of the United States Department of Agriculture except the Conservation Easements granted to the NRCS. The Property is not subject to any government cost-share contracts or other agreements that restrict either the use of the Property or the modification of any improvements.

Survival. The provisions of this Section 14 shall survive the Closing for a period of one year after closing.

15. NATURAL, SCENIC AND OPEN SPACE VALUES. The Parties agree that the natural, scenic, conservation, wildlife habitat, and open space values referenced herein are the conservation values protected by the Conservation Easements. The University and its permitted successors and assigns will continue to engage in agricultural and related uses of the Property, will further use the Property to establish a sustainable rangeland research and education facility in the heart of Idaho where ranching, conservation, and recreation interests intersect. and may also engage in any other land uses not prohibited by the terms of the Conservation Easements. The rangeland research and education facility will focus on innovative, interdisciplinary and collaborative approaches to address important challenges impacting ranching and conservation on western rangelands, should continue to provide opportunities for managed public access and recreation on portions of the Property and should serve as a podium for education on conserving and enhancing fish and wildlife habitat and livestock management on Idaho rangelands. The above provisions notwithstanding, the parties acknowledge that activities may occur on the Property during the University’s ownership of the Property over which the University does not and cannot exercise control. By way of example and not limitation, these might include activities pursuant to rights which were created prior to the University’s acquisition of the Property and subject to which the University took title to the Property and actions of the public. The parties agree that such activities and actions shall not create any liability or obligations for the University under the terms of this Agreement.

16. REMEDIES. The Conservation Parties have the right to enforce the provisions of this agreement through an action for specific performance, injunctive relief, damages, contribution or any other available proceedings in law or equity. The election of any one remedy available under this agreement shall not constitute a waiver of other available remedies.

17. REPRESENTATION BY COUNSEL. the University acknowledges that the Conservation Parties have advised the University to have the University's attorney review this Agreement and all attached exhibits, and that the Conservation Parties are not acting on behalf of or advising the University in this transaction.

18. ATTORNEYS FEES. If any party hereto commences any action against any other party arising out of or in connection with this Agreement or institutes any proceeding in a bankruptcy or similar court which has jurisdiction over the other party or any or all of its property or assets, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and court costs. The fees recoverable, as provided above, shall include fees incurred on appeal and any other post-judgment proceeding.

19. EXHIBITS. The following exhibits are attached to and incorporated into this Agreement by this reference: Exhibit A – Legal Description, Exhibit B - Memorandum of Repurchase Agreement. Any recital or preliminary statement in this Agreement is an integral part of and is incorporated by reference into this Agreement.

20. NOTICE. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery, (ii) one (1) business day after being deposited with Federal Express or another reliable overnight courier service, with receipt acknowledgment requested, (iii) upon receipt if transmitted by facsimile telecopy, with a copy sent on the same day by one of the other permitted methods of delivery, or (iii) upon receipt or refused delivery deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows:

University of Idaho
Brian Foisy, Vice President, Finance & Administration
875 Perimeter Dr MS3168
Moscow, ID 83844-3168

The Nature Conservancy
Hailey Office
116 1st Ave. North
Hailey, ID 83333

And
The Nature Conservancy
559 East South Temple
Salt Lake City, UT 84102
attn: Legal Department

Wood River Land Trust
119 East Bullion Street
Hailey, ID 83333

or to such other addresses as the parties may designate in writing.

21. BINDING EFFECT. This agreement becomes effective when signed by the parties and shall then apply to and bind the parties and their heirs, executors, administrators, successors, and assigns.

22. COMPLETE AGREEMENT. This instrument constitutes the sole and complete agreement between the parties and cannot be changed except by written amendment. No representation or promise not included in this instrument or any written amendment shall be binding upon the parties.

23. MEMORANDUM OF REPURCHASE AGREEMENT. The parties shall execute and cause to be recorded with the Office of Recorder of Blaine County, Idaho the Memorandum of Repurchase Agreement which is attached hereto as ***Exhibit B.***

24. ASSIGNMENT. This Agreement may not be assigned by the Conservations Parties without the prior written consent of the University, which consent shall not be unreasonably withheld.

25. CONDEMNATION: In the event that the Property, or any portion thereof, is taken by means of condemnation, then the owner of the Property at the time of the condemnation shall provide the other parties hereto with written notice of the proposed condemnation and the owner of the Property shall be entitled to the compensation and any related fees paid by the condemning authority (the "Proceeds"), provided:

A. The distribution of the Proceeds shall recognize the rights of the U.S. Natural Resources Conservation Service under the terms of the Conservation Easements;

B. Subject to such rights as may exist under the Conservation Easements:

(i) If the University is the owner of the Property being condemned, then the Proceeds shall be distributed pro rata to the parties in accordance with their interests as defined in Section 1, E (i) above; and,

(ii) If the Conservation Parties, or either of them is the owner of the Property being condemned and acquired ownership of the Property from the University within the immediately preceding five (5) years, then the Proceeds shall be distributed pro rata to the parties in accordance with their interests as defined in Section 1, E (ii)(a) above.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written

Board of Regents of the University of Idaho Dated:_____, 2018

By: _____
Brian Foisy,
Vice President of Finance and Administration

Wood River Land Trust Dated: _____, 2018

By:_____
Scott Boettger, Executive Director

The Nature Conservancy Dated:_____, 2018

By: _____
Toni Hardesty, State Director

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
FEBRUARY 14, 2019

TAB	DESCRIPTION	ACTION
1	**BOISE STATE UNIVERSITY – MASTER OF SCIENCE, IN PROGRAM EVALUATION, MEASUREMENT, AND STATISTICS**	Action Item
2	**BOISE STATE UNIVERSITY – BACHELOR OF SCIENCE, IN PUBLIC RELATIONS**	Action Item
3	**IDAHO STATE UNIVERSITY – CERTIFICATE, IN DIAGNOSTIC MEDICAL SONOGRAPHY**	Action Item
4	**BOARD POLICY III.E. – CERTIFICATES AND DEGREES – FIRST READING**	Action Item
5	**BOARD POLICY III.G. – POSTSECONDARY PROGRAM APPROVAL AND DISCONTINUANCE – FIRST READING**	Action Item
6	**STATEWIDE PROGRAM RESPONSIBILITY – NEEDS ASSESSMENT**	Information Item

BOISE STATE UNIVERSITY

SUBJECT

Master of Science in Program Evaluation, Measurement, and Statistics

APPLICABLE STATUTE, RULE, OR POLICY

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

ALIGNMENT WITH STRATEGIC PLAN

The proposed Master of Science in Program Evaluation, Measurement, and Statistics aligns with GOAL 1: Educational System Alignment – Ensure that all components of the educations system are integrated and coordinated to maximize opportunities for all students. Objective A: Data Access and Transparency – Support data-informed decision-making and transparency through analysis and accessibility of our public K-20 educational system.

The proposed program will help train Idaho education professionals in competently analyzing data, designing quality evaluation practices, and establishing practices that assist Idaho school districts measure their success in meeting Idaho's education standards.

BACKGROUND/DISCUSSION

Boise State University proposes to create a new Master of Science in Program Evaluation, Measurement, and Statistics. Boise State University currently offers a number of masters-level programs in the College of Education. The proposed program will utilize existing graduate-level coursework currently offered by the College of Education. The proposed program ties together relevant coursework focused on research design, including quantitative analytical skill development and application as well as program evaluation.

The proposed program will provide substantial value to students and to the State of Idaho. The Idaho business community, governmental agencies, and non-governmental organizations will have access to highly skilled local talent who can assist in the evaluation of current operations, gather effectively unbiased data to assist in forecasting activity, and analyze existing data to help in decision making.

The University of Idaho currently offers a Master of Science in Statistical Science that provides students a theoretical focus of statistics.

IMPACT

The proposed Master of Science in Program Evaluation, Measurement, and Statistics anticipates enrolling five students in the first year of the program and by year six of the program anticipates 20 students enrolled. The projected enrollments are based on expressed need from students interested in pursuing applied research. As the coursework for the proposed program is currently offered

as electives or required coursework for various existing graduate-level programs in the College of Education, the minimum enrollment for the program is quite low, set at one student. It is unlikely due to expressed interest from students and the need for experts in the education field with skills in program evaluation, statistics and measurement that there will only be one student enrolled in the proposed program.

ATTACHMENTS

Attachment 1 – Proposal for the M.S., in Program Evaluation, Measurement and Statistics.

STAFF COMMENTS AND RECOMMENDATIONS

The proposed M.S., in Program Evaluation, Measurement and Statistics is consistent with BSU's Service Region Program Responsibilities and their current institution plan for Delivery of Academic Programs in Region III. As provided in Board Policy III.Z, no institution has the statewide program responsibility specifically for educational evaluation and statistics programs. As noted in the proposal, the University of Idaho currently offers a graduate program in Statistical Science that provides students with an understanding of broad applications and theoretical aspects of statistics.

The proposal completed the program review process and was recommended for approval by the Council on Academic Affairs and Programs on January 10, 2019; and was presented to the Committee on Instruction, Research, and Student Affairs on January 31, 2019.

Board staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to create a Master of Science in Program Evaluation, Measurement, and Statistics as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education

Proposal for **Undergraduate/Graduate Degree** Program

Date of Proposal Submission:	December 11, 2018
Institution Submitting Proposal:	Boise State University
Name of College, School, or Division:	College of Education
Name of Department(s) or Area(s):	

Program Identification for Proposed New or Modified Program:

Program Title:	Master of Science in Program Evaluation, Measurement, and Statistics					
Degree:	MS	Degree Designation		Undergraduate	x	Graduate
Indicate if Online Program:		Yes		x	No	
CIP code (consult IR /Registrar):	16.0601 (Educational Evaluation and Research Methods)					
Proposed Starting Date:	Fall 2019					
Geographical Delivery:	Location(s)	Boise State		Region(s)	III	
Indicate (X) if the program is/has:		Self-Support			Professional Fee	
Indicate (X) if the program is:	x	Regional Responsibility			Statewide Responsibility	

Indicate whether this request is either of the following:

- [x] 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

[signature]	30 Nov 18		
College Dean (Institution)	Date	Vice President for Research (Institution; as applicable)	Date
[signature]	12/3/18		
Graduate Dean or other official (Institution; as applicable)	Date	Academic Affairs Program Manager, OSBE	Date
[signature]	12/6/18		
FVP/Chief Fiscal Officer (Institution)	Date	Chief Academic Officer, OSBE	Date
[signature]	12/3/18		
Provost/VP for Instruction (Institution)	Date	SBOE/Executive Director Approval	Date
[signature]	12/11/18		
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.

   Boise State University proposes the creation of a new 30-credit graduate program, a Master of Science in Program Evaluation, Measurement, and Statistics. The new program will provide students with advanced training in program evaluation, measurement, and statistics as they relate to conducting research and program evaluation for both the private and public sectors.

   The program will emphasize the acquisition skills in research design and program evaluation. Students will demonstrate mastery of skills by completing a three-credit capstone course that includes application of these skills in a project as the culminating activity. The intended audience are students or individuals in the community seeking skills in research methods, measurement, and data analysis to advance in their current field, or are individuals interested in advanced knowledge and skills in program evaluation.

   The proposed program will provide substantial value to students and to the State of Idaho. The Idaho business community, governmental agencies, and non-governmental organizations will have access to highly skilled local talent who can assist in the evaluation of current operations, gather effectively unbiased data to assist in forecasting activity, and analyze existing data to help in decision making.

   The proposed Master of Science in Program Evaluation, Measurement, and Statistics will not replace any existing programs but will strengthen existing undergraduate and graduate programs at Boise State University.

   - The new program will offer a new career opportunity for those interested in educational topics and training but may not have an interest in teaching in a K-12 classroom.
   - The new program will provide individuals in leadership roles with new decision-making capabilities by teaching advanced techniques in evaluation and analytics.
   - The new program will provide important knowledge and skills to individuals looking to work in a consulting capacity by emphasizing the role of project engagement and client interaction.
   - The new program will provide a new path for individuals with undergraduate teaching degrees to continue their education that will enhance their ability to measure student outcomes.

The proposed program will not require new resources, but instead will make use of existing

courses and capacity therein.

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.

Boise State University is committed to broadening their scope and activity in research and evidence-based practice. To meet this commitment, Boise State will have to address an ongoing increase in the need for skilled researchers and evaluators. In addition, Boise State partners with many state agencies as well as private industry to support growth in the area. Partners regularly look to Boise State to assist in projects that require expertise in measuring program efficiencies and effectiveness and help evaluate programs where executives and administration are in the role of decision-maker. The M.S. in Program Evaluation, Measurement, and Statistics will prepare many individuals with this important skillset both locally and regionally who can meet this growing need as well as build capacity in the workforce.

The current lack of research capacity in this field prevents Boise State from responding to Request for Proposals (RFPs) at the State and Federal level. The program will increase capacity in seeking funds for new research and will provide additional resources to expand funded research of the current faculty. In addition, the lack of advanced program evaluation skills in the area leaves few options for agencies in need of these skills, thereby needing instead to seek assistance from outside the area at a higher cost.

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:

The workforce need for the M.S. in Program Evaluation, Measurement, and Statistics will fall into two categories. The first and primary category will be those seeking to work as a researcher, statistician, or program evaluator as their profession (e.g., research analysis, consultant, etc.). The second category will be those seeking to enhance their contribution to their chosen profession by acquiring research and evaluation skills (e.g., school principal, superintendent, program administrator, etc.). The basis for individuals who fall into either of these categories is the goal to measure, evaluate, and answer research questions to facilitate the improvement of programs and interventions, and promote evidence-based decision making. Therefore, the list of possible job titles associated with an M.S. in Program Evaluation, Measurement, and Statistics is quite long. Given this, some of the more prominent titles are:

1. Program Evaluator
2. Research Analyst
3. Statistician (SOC 15-2041)

4. Program Consultation
5. Operations Research Analyst (SOC 15-2031)
6. Market Research Analyst (SOC 13-1161)
7. Survey Researcher (SOC 19-3022)
8. Training & Development Specialist (SOC 11-3131)
9. Computer & Information Research Scientists (SOC 15-1111)
10. Database Administrators (SOC 15-1141)
11. Social and Community Service Managers (SOC 11-9151)

	State DOL data	Federal DOL data	Other data source: (describe)
Local (Service Area)	191 (1/2 service area)	313 (.25% of national)	N/A
State	383	626 (.5% of national)	N/A
Nation	N/A	125,200	N/A

Provide (as appropriate) additional narrative as to the workforce needs that will be met by the proposed program.

b. Student need. What is the most likely source of students who will be expected to enroll (full-time, part-time, outreach, etc.). Document student demand by providing information you have about student interest in the proposed program from inside and outside the institution. If a survey of s was used, please attach a copy of the survey instrument with a summary of results as **Appendix A.**

The program will appeal to students interested in research and program evaluation. We anticipate primarily enrolling personnel from school districts with responsibilities for assessing student learning and evaluating the efficacy of educational programs. We also anticipate enrolling students currently conducting research and evaluation for the Idaho Department of Education, as well as local industry involved in research and evaluations (e.g., St. Lukes).

c. Economic Need: Describe how the proposed program will act to stimulate the state economy by advancing the field, providing research results, etc.

Graduates of the proposed program will be better equipped to conduct research and evaluations of education programs with the goal of determining optimal programming in education settings. By enhancing the data-based decision making capabilities of education leaders in Idaho the program can have an impact on the state's economy. Additionally, while enrolled in the program, students will be able to collaborate with faculty on research and grants. Such research can enhance education and the economy through

substantive findings. Funded grants bring money to the state from federal sources (U.S. Department of Education, U.S. Department of Justice) and various foundations.

d. **Societal Need**: Describe additional societal benefits and cultural benefits of the program.

The content area of the proposed program is within education. Graduates will be equipped with skills necessary for conducting high-quality research and making data-based decisions. Such a skillset in an education setting can produce positive outcomes for society by the proper implementation and evaluation of education interventions and programs. Graduates will have advanced research literacy, assisting in data-based decision making that will impact the next generation of leaders in Idaho.

e. **If Associate's degree, transferability**:

N/A

3. **Similar Programs.** Identify similar programs offered within Idaho and in the region by other in-state or bordering state colleges/universities.

Similar Programs offered by Idaho public institutions (list the proposed program as well)		
Institution Name	**Degree name and Level**	**Program Name and brief description if warranted**
Boise State University M.S. in Program Evaluation, Measurement and Statistics (proposed)	**M.S. in Program Evaluation, Measurement and Statistics**	The MS in Program Evaluation, Measurement and Statistics will provide students with advanced training in program evaluation, measurement, and statistics as they relate to conducting research and program evaluation for both the private and public sectors.
University of Idaho M.S. in Statistical Science	**M.S. in Statistics**	The MS in Statistical Science teaches students how to design and analyze experiments, plan and interpret surveys, and explore relationships among social, physical and biological variables.

Similar Programs offered by other Idaho institutions and by institutions in nearby states		
Institution Name	**Degree name and Level**	**Program Name and brief description if warranted**

California State University at Northridge	**M.A. in Educational Psychology and Counseling, with a Program Evaluation Certificate**	The Program Evaluation in Education and Education Related Settings Certificate Program is designed for individuals interested in acquiring knowledge and skills necessary for evaluating a variety of programs.
University of California at Riverside	**M.A. in Research, Evaluation, Measurement, and Statistics**	The University of California, Riverside Education master's degree with a concentration in research, evaluation, measurement, and statistics prepares graduates for entry in this thriving field of education that includes opportunities in both the public and private sector. It also provides excellent preparation for Ph.D. programs in Education and the social sciences.
University of Utah	**Master of Statistics**	This program is from the Department of Educational Psychology in the College of Education. The purpose of this degree is to train individuals to design experiments, analyze and interpret data, and evaluate programs in the field of education and mental health. The Master of Statistics program prepares students to find employment in a variety of applied settings.
Washington State University	**M.A. in Educational Psychology**	The program allows for a substantial portion of the degree to focus on Research, Evaluation, and Measurement.

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.

The proposed MS in Program Evaluation, Measurement and Statistics has afocus distinct from the MS in Statistical Science currently offered at the University of Idaho. The University of Idaho's program, while emphasizing broad application, has a theoretical

focus on statistics that Boise State's program does not. Additionally students in the University of Idaho's program work across various disciplines primarily in the sciences, while the proposed degree at Boise State is focused on providing an applied approach to program evaluation, measurement and statistics that is primarily focused in educational settings or contexts.

5. Describe how this request supports the institution's vision and/or strategic plan.

Goals of Institutional Strategic Plan	Proposed Program Plans to Achieve the Goal
Goal 1: Create a signature, high-quality educational experience for all students	The proposed program will broaden students' scope and activity in research and evidence-based practices in program evaluation, measurement and statistics. Opportunities for students to apply their coursework to active research or community services will provide students with invaluable experiential learning.
Goal 2: Facilitate the timely attainment of educational goals of our diverse student population	The proposed program will provide working professionals an opportunity to develop or further deepen their skills in evaluation, measurement and statistics that will allow them to advance their careers or increase their leadership.
Goal 4: Align university program and activities with community needs	Graduates will have advanced research literacy, assisting in data-based decision making that will impact the next generation of leaders in Idaho.

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 following measures will ensure the high quality of the proposed program:

Regional Institutional Accreditation: Boise State University is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU). Regional accreditation of the university has been continuous since initial accreditation was conferred in 1941. Boise State University is currently accredited at all degree levels (A, B, M, D).

Program Review: Internal program evaluations will take place every five years as part of the normal departmental review process conducted by the Office of the Provost. This process requires a detailed self-study (including outcome assessments) and a comprehensive review and site visit by external evaluators.

Graduate Policy and Procedure: The proposed program will adhere to all applicable policies and procedures of the Graduate College as developed and approved by the graduate faculty of the university through its representatives on the Graduate Council.

Specialized Accreditation: All programs offered by departments within the College of Education are accredited by the Council for the Accreditation of Educator Preparation (CAEP), which ensures a high standard of quality.

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**.

   N/A

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__X___

   If yes, on what date was the Program Approval for Certification Request submitted to the Professional Standards Commission?

9. **Five-Year Plan: Is the proposed program on your institution's approved 5-year plan? Indicate below.**

   Yes __X__ No _____

   The proposed program is listed on Boise State's 3 year plan as Educational Evaluation and Statistics.

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.	18
Credit hours in required courses offered by other departments:	0
Credit hours in institutional general education curriculum	0
Credit hours in free electives	12
Total credit hours required for degree program:	30

    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.

Three credits (one course) from the list above represents an internship/project that provides the student the opportunity to demonstrate their acquired knowledge and skills in program evaluation, measurement, and statistics. Successful completion of this course is required for the degree.

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.

The M.S. in Program Evaluation, Measurement, and Statistics will provide students with advanced training in rigorous research methods, data collection and management techniques, statistics and data analysis capabilities, client engagement skills and practices, advanced methodologies and evaluation skills, all taught in active learning environments.

The Program Intended Learning Outcomes (PILO) are as follows:

(A) Research Skills: At the completion of the program, students are expected to:
1) formulate researchable study questions in an independent manner,
2) develop research and evaluation projects and contribute to research activities of a team,
3) locate and coordinate relevant resources for a research project in a critical manner,
4) be committed to the ethical conduct of research and professional activities,

(B) Specialized Knowledge and Application of Skills: At the completion of the program, students are expected to:
1) demonstrate a sophisticated understanding of the theoretical, analytical, and methodological approaches used in program evaluation, measurement, and statistics,
2) engage different types of clients and carry out evaluation studies on a wide range of topics,
3) apply measurement procedures and survey designs to collect unbiased data for a population study and a study using various sampling strategies,

(C) Technical Skills: At the completion of the program, students are expected to:
1) test statistical models and provide intuitive explanations of the results.
2) understand how to use empirical evidence to answer research questions and test hypotheses,
3) create and use conceptual models based on methodologies identified by past research, and conduct appropriate statistical data analysis to answer a research question,
4) develop research projects through which they are able to use complex statistical techniques to analyze a wide-range of outcomes,

(D) Communication Skills: At the completion of the program, students are expected to:
1) communicate effectively in written, oral and graphical form about specific issues and to formulate well-organized written arguments that state assumptions and hypotheses supported by evidence,

2) disseminate research results in a clear and coherent manner to other researchers, employers, coworkers, and to the general public,
3) contribute to the intellectual community and be able to critically analyze and evaluate one's own, as well as others' findings and give effective and constructive feedback to others.

(E) **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.

Assignments are embedded in each program course that will be used to evaluate student learning. The assessments will be in the form of assignments, quizzes, exams, reports, and supervision. For example, the assignments EDU 651 Evaluation measure the capability of the students to apply their project design skills (PILO C), data collection and analysis abilities (PILO A), and report writing (PILO D) that will be evaluated by the instructor using a rubric designed to evaluate student mastery. Instructors of courses with these types of embedded assignments and exams will aggregate the data and submit a report on the student learning to the program curriculum and assessment committee.

In addition to periodic assignments, written exams, and paper projects, there will be a distinct culminating experience in the proposed master's program. This will allow graduates to demonstrate their mastery of their level of understanding in program evaluation, measurement, and statistics and their mastery of state-of-the-art analytical techniques. This experience will take place in their capstone or project course where the student will be asked to conduct an advanced research project under the supervision of an instructor and a faculty member. Examination of the deliverables from the project will provide faculty with information on the evaluation and research skills of students and their ability to solve complex problems.

Faculty and instructors who oversee the capstone or project course will evaluate student mastery and performance, and submit a report on the student learning outcomes and project outcomes to the program curriculum and assessment committee.

b. **Closing the loop.** How will you ensure that the assessment findings will be used to improve the program?

Annually, the curriculum and assessment committee will review the submitted findings regarding PILOs and will also review the results of the most recent graduating student survey. A retreat will be held with all faculty involved in the program, and will be used to identify strengths and areas for improvement. We plan to focus on a specific PILO and the course(s) that addresses that PILO every year in more detail during the retreat, effectively evaluating every PILO very carefully every four years.

c. **Measures used.** What direct and indirect measures will be used to assess student learning?

We plan to use primarily direct measures by identifying assignments embedded in program courses. We will also have a graduating student survey that will serve as an indirect measure.

d. **Timing and frequency**. When will assessment activities occur and at what frequency?

Assessment results will be collected in key courses to assess student learning of each outcome. The faculty will meet to review results annually as described above.

Enrollments and Graduates

(F) **Existing similar programs at Idaho Public Institutions.** Using the chart below, provide enrollments and numbers of graduates for similar existing programs at your institution and other Idaho public institutions.

Existing Similar Programs: Historical enrollments and graduate numbers								
Institution and Program Name	**Fall Headcount Enrollment in Program**				**Number of Graduates From Program (Summer, Fall, Spring)**			
	FY15	FY16	FY17	FY18(most recent)	FY15	FY16	FY17	FY18 (most recent)
UI M.S. in Statistical Science	22	19	18	Not available	8	16	7	8

(G) **Projections for proposed program:** Using the chart below, provide projected enrollments and number of graduates for the proposed program:

Proposed Program: Projected Enrollments and Graduates First Five Years											
Program Name: MS in Program Evaluation, Measurement, and Statistics											
Projected Fall Term Headcount Enrollment in Program						**Projected Annual Number of Graduates From Program**					
FY20 (first year)	FY21	FY22	FY23	FY24	FY25	FY20 (first year)	FY21	FY22	FY23	FY24	FY25
5	8	12	15	17	20	0	2	6	9	13	15

(H) **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 projected enrollments are based on 1) the expressed need from students who are looking for a graduate program to continue their education in applied research, 2) the current growth in research capacity of the College, 3) the growth in research funds that will support students with skills taught in this program, and 4) the growth in request for assistance/partnering in research and evaluation from other programs.

Our initial recruitment efforts will primarily be focused on current and former students in the area. We will recruit seniors from Boise State University, the College of Idaho, and Northwest Nazarene University. We will also recruit students with interests in research and program evaluation from non-profit and public sectors. Following the first recruitment phase, we will expand recruitment across Idaho and the Intermountain West.

(I) **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 courses for the program are research methods courses for existing graduate degree programs in the College of Education. These courses are regularly offered, but not as a stand-alone program in program evaluation, measurement, and statistics. Thus, this program is not expected to require any investment on the part of central administration.

Resources Required for Implementation – fiscal impact and budget

(J) 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.

Existing classroom space, including computer classrooms, is sufficient to support the 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?

Classes for program can be accommodated by existing facilities.

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 physical resources are required.

(K) 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 Albertsons library currently offers a comprehensive selection of periodicals and database sources across multiple fields within the discipline of educational research and evaluation (e.g., *Measurement, Measurement and Evaluation in Counseling and Development*). The department will continue to work with the library liaison to review resources and suggest additions, changes and offer fiscal support for those changes as resources allow. In addition, no impact is anticipated on the level of library usage from the new program.

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 additional library resources are needed.

(L) 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?

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.

To increase research and grant funding capacity, the College of Education recently hired faculty with expertise in quantitative methods (i.e., program evaluation research design, statistics, and measurement). With these recent faculty hires, we have the faculty necessary to cover courses that are part of the proposed M.S. in Program Evaluation, Measurement, and Statistics program. As noted above, much of the coursework in the proposed program, is already offered as part of existing programs; thus, additional faculty will not be required to offer this program.

c. **Impact on existing programs**. What will be the impact on existing programs of increased use of existing personnel resources by the proposed program? How will quality and productivity of existing programs be maintained?

We anticipate that little to no impact on existing programs due to the creation of the new program. Students and other graduates drawn to an M.S. in Program Evaluation, Measurement, and Statistics are not the typical audience for existing graduate programs

within the College of Education.

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.

No additional resources are needed to support the proposed program.

(M) 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 reallocation of existing state appropriated funds will occur to support 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.

N/A

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?

N/A

d) **Student Fees**:
   i. If the proposed program is intended to levy any institutional local fees, explain how doing so meets the requirements of Board Policy V.R., 3.b.
   ii. Provide estimated cost to students and total revenue for self-support programs and for professional fees and other fees anticipated to be requested under Board Policy V.R., if applicable.

The new program is not designed as self-support program.

(N) 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
- 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 2020		FY 2021		FY 2022		FY 2023	
	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments	5	5	8	8	12	12	15	15
B. Shifting enrollments								
Total Enrollment	5	5	8	8	12	12	15	15

II. REVENUE

	FY 2020		FY 2021		FY 2022		FY 2023	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. New Appropriated Funding Reques	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2. Institution Funds	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3. Federal	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4. New Tuition Revenues from Increased Enrollments	$0.00	$16,875.00	$0.00	$27,000.00	$0.00	$40,500.00	$0.00	$50,625.00
5. Student Fees	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
6. Other (i.e., Gifts)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Revenue	$0	$16,875	$0	$27,000	$0	$40,500	$0	$50,625

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. $375/credit FTE * 9 credits

III. EXPENDITURES

	FY 2020		FY 2021		FY 2022		FY 2023	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
A. Personnel Costs								
1. FTE	0.0		0.0		0.0		0.0	
2. Faculty	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3. Adjunct Faculty	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4. Graduate/Undergrad Assistants	$0	$0.00	$0	$0.00	$0	$0.00	$0	$0.00
5. Research Personnel	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
6. Directors/Administrators	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7. Administrative Support Personnel	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
8. Fringe Benefits	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9. Other: Tuition remission and insu	$0	$0.00	$0	$0.00	$0	$0.00	$0	$0.00
Total Personnel and Costs	$0	$0	$0	$0	$0	$0	$0	$0

	FY 2020		FY 2021		FY 2022		FY 2023	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
B. Operating Expenditures								
1. Travel	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2. Professional Services	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3. Other Services	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4. Communications	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5. Materials and Supplies	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
6. Rentals	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7. Materials & Goods for Manufacture & Resale	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
8. Miscellaneous	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Operating Expenditures	$0	$0	$0	$0	$0	$0	$0	$0

	FY 2020		FY 2021		FY 2022		FY 2023	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
C. Capital Outlay								
1. Library Resources	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2. Equipment	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0

	FY 2020		FY 2021		FY 2022		FY 2023	
D. Capital Facilities Construction or Major Renovation	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
E. Other Costs								
Utilites	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Maintenance & Repairs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Other								
Total Other Costs	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL EXPENDITURES:	$0	$0	$0	$0	$0	$0	$0	$0
Net Income (Deficit)	$0	$16,875	$0	$27,000	$0	$40,500	$0	$50,625

Budget Notes (specify row and add explanation where needed; e.g., "I.A.,B. FTE is calculated using…"):

I.A.B.	
III.A.1	
III.A.2	
III.A.4C	
III.A.9	
III.B.1	

BOISE STATE UNIVERSITY

SUBJECT

Online, Bachelor of Arts in Public Relations

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.G. and Section V.R.

ALIGNMENT WITH STRATEGIC PLAN

The proposed Bachelor of Arts in Public Relations, to be offered wholly online, aligns with the Idaho K-20 Public Education Strategic Plan Goal 2: Idaho's public colleges and universities will award enough degrees and certificates to meet the education and forecasted workforce needs of Idaho residents necessary to survive and thrive in the changing economy.
Objective A: Higher Level of Educational Attainment – Increase completion of certificates and degrees through Idaho's educational system.
Objective B: Timely Degree Completion – Close the achievement gap, boost graduation rates and increase on-time degree completion through implementation of the Game Changers (structured schedules, math pathways, co-requisite support).
Objective C: Access – Increase access to Idaho's robust educational system for all Idahoans, regardless of socioeconomic status, age, or geographic location.

The online format of the program and the flexibility it affords a student who may have family responsibilities, or live in a rural county, contribute to a higher level of educational attainment (Objective A) for Idaho residents as they can take advantage of a degree program despite these factors. The proposed degree effectively allows adult learners to pursue their education (Objective B) because adult learners can balance work/personal life responsibilities while pursuing a degree due to the online format. The wholly online format of the proposed Bachelor of Arts in Public Relations is accessible to Idaho students (Objective C), regardless of socioeconomic status, age, and geographic location.

BACKGROUND/DISCUSSION

Boise State University (BSU) proposes to create a new Bachelor of Arts (B.A.) in Public Relations that will be offered wholly online. The program will operate under the guidelines of Board Policy V.R. as it pertains to wholly online programs. BSU currently offers a Bachelor of Arts in Media Arts, with an emphasis in Public Relations in a traditional format. The proposed program will complement the existing program by providing an additional option for students who want to enhance their professional careers or begin a new career.

Because it is entirely online, the proposed program will enable BSU to reach potential students who need flexibility in their education that result from

professional and personal responsibilities. These students may also live in a rural area of Idaho that does not have face-to-face educational opportunities.

Many of the students who enter the program will be working adults with some prior college experience who want to either change careers or enhance their careers in the public relations sector. The program will focus on media management, community relations, communication technology, and management of human resources. The program will integrate traditional public relations with skills in communication and media production.

Idaho State University offers a Bachelor of Arts in Communication in a traditional format. The University of Idaho offers a Bachelor of Arts or a Bachelor of Science in Public Relations in a traditional format. Lewis-Clark State College offers a Bachelor of Arts or a Bachelor of Science in Communication Arts in a traditional format.

IMPACT

The program's size will be scaled to demand for the program, and BSU projects that the program will reach a size of 230 students by the sixth year, graduating approximately 78 students per year once the program is up and running.

The student fee will be in accordance with the Online Program Fee as defined in Board Policy V.R., 3.a.x. We will initially charge $350 per credit hour, which aligns with the majority of our current online undergraduate programs.

BSU anticipates that students entering the program will typically have at a minimum an AA or AS degree, or 60 credits of coursework. For the 60 credits required for completion of the proposed program, students will pay $350 per credit; the total cost of those 60 credits totals $21,000.

ATTACHMENTS

Attachment 1 – Proposal for Bachelor of Arts in Public Relations

STAFF COMMENTS AND RECOMMENDATIONS

BSU anticipates a projected enrollment of 20 students initially, which will be scaled to demand for the program as provided in their program proposal. Because program will be using the online program fee model, minimum enrollments are based on course registrations, which range from 491 to 3,255 annual credits and 16.35 to 108.50 annual FTEs over a five-year period. If enrollments are not met, BSU will adjust to reflect actual activity and will be evaluated annually. If in the long term it is not fiscally sustainable, the program will be discontinued.

BSU's proposed B.A. in Public Relations is consistent with their Service Region Program Responsibilities and their current institution plan for Delivery of Academic Programs in Region III. As provided in Board Policy III.Z, no institution has the statewide program responsibility specifically for communications and public relations programs. Additionally, Board Policy III.Z does not apply to programs for

which 90% or more of all activity is required or completed online. The University of Idaho will be offering an online, B.A./B.S. in Communications beginning Fall 2019, which was approved in August 2018.

Staff raised questions regarding industry need and demand in terms of how other programs off-campus and on-campus are not meeting needs. In response, BSU indicated due to the online modality, the program will be able to serve a place-bound clientele and will benefit rural communities.

BSU also requests approval to assess an online program fee consistent with Board Policy V.R.3.a.(x). BSU proposes to charge $350 per credit for a total program cost of $21,000 for 60 required credits. Based on the information for the online program fee provided in the proposal, staff finds that the criteria have been met for this program.

The proposal completed the program review process and was presented to the Council on Academic Affairs and Programs (CAAP) on January 10, 2019; to the Committee on Instruction, Research, and Student Affairs (IRSA) on January 31, 2019; and to the Business Affairs and Human Resources Committee on February 1, 2019.

Board staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to create an online, Bachelor of Arts in Public Relations as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to approve the request by Boise State University to charge an online program fee of $350 per credit, in conformance with the program budget submitted to the Board in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Institutional Tracking No. 19-003

Idaho State Board of Education

Proposal for **Undergraduate/Graduate Degree** Program

Date of Proposal Submission:	December 3, 2018
Institution Submitting Proposal:	Boise State University
Name of College, School, or Division:	College of Arts and Sciences
Name of Department(s) or Area(s):	Communication

Program Identification for Proposed New or Modified Program:

Program Title:	BA in Public Relations					
Degree:		Degree Designation	X	Undergraduate		Graduate
Indicate if Online Program:	X	Yes		No		
CIP code (consult IR /Registrar):	09.0900					
Proposed Starting Date:	Fall 2019					
Geographical Delivery:	Location(s)			Region(s)		
Indicate (X) if the program is/has:		Self-Support		Professional Fee	X	Online Program Fee
Indicate (X) if the program is:		Regional Responsibility		Statewide Responsibility		

Indicate whether this request is either of the following:

- [X] 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

11/27/18

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

11/30/18

FVP/Chief Fiscal Officer (Institution) Date

Chief Academic Officer, OSBE Date

Revised 10/27/17
Page 1

11/30/18			
Provost/VP for Instruction (Institution)	Date	Chief Financial Officer, OSBE	Date
12/2/18			
President	Date	SBOE/Executive Director Approval	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.

   Boise State University proposes the creation of a wholly online program that will award a Bachelor of Arts in Public Relations. The proposed program will operate under the guidelines of SBOE Policy V.R. as it pertains to wholly online programs. Boise State University currently offers a traditional BA in Media Arts with a public relations emphasis and a certificate in public relations.

   The program focuses on public relations to meet employer demand for professionals proficient in media management, community relations, communication technology, and management of human resources. The program is unique in integrating traditional public relations with skills in communication and media production.

   The proposed program is intended for adult learners who are looking to focus or change their careers. At completion of the program, students will have the practical skills to manage professional relationships, create and produce public relations content across multiple platforms, and evaluate the ethical and legal parameters of media and public relations.

2. **Need for the Program**. Describe the student, regional, and statewide needs that will be addressed by this proposal and address the ways in which the proposed program will meet those needs.

   a. **Workforce need:** Provide verification of state workforce needs that will be met by this program. Include State and National Department of Labor research on employment potential. Using the chart below, indicate the total projected annual job openings (including growth and replacement demands in your regional area, the state, and nation. Job openings should represent positions which require graduation from a program such as the one proposed. Data should be derived from a source that can be validated and must be no more than two years old.

   List the job titles for which this degree is relevant:

   - Public Relations and Fundraising Managers SOC Code 11-2031
   - Public Relations Specialists SOC Code 27-3031

	State DOL data	Federal DOL data
Local (Service Area)	46 (½ of state)	88 (0.25% of national)
State	93	175 (0.50% of national)
Nation	N/A	35,110

Provide (as appropriate) additional narrative as to the workforce needs that will be met by the proposed program.

The Idaho Department of Labor reports a 38% increase in the need for Public Relations Specialists over the next 10 years. On the national scale, this field is expected to grow by 14% between 2016 and 2026. In our region, 10 year growth is projected to be 15%. Regional job posting data last year shows the number of position postings looking for Public Relations skills (1,097) are high.

2016 National Employment Matrix Title and Code		Employment		Annual Average Job Openings Due to Growth and Replacement Needs 2016-26
		2016	2026	
Public Relations and Fundraising Managers	11-2031	73,500	81,100	6,900
Public Relations Specialists	27-3031	259,600	282,600	28,200
TOTAL				**35,100**

2016-2026 Idaho Long Term Employment Projections		Employment		Annual Average Job Openings Due to Growth and Replacement Needs 2016-2026
		2016	2026	
Public Relations and Fundraising Managers	11-2031	229	261	22
Public Relations Specialists	27-3031	601	687	71
TOTAL				**93**

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.**

There are four different types of students who will enter this program.

- The *career advancer* who is already employed in the field and is interested in moving up in the field
- The *career starter* who is interested in a career that fits his/her personal and professional goals and is currently not employed in the field
- The *degree finisher* who has previous college experience that fits within the field, but has not yet finished a degree
- The *career changer* who is currently employed in a different field and is interested in changing fields

c. **Economic Need**: Describe how the proposed program will act to stimulate the state economy by advancing the field, providing research results, etc.

The proposed online BA in Public Relations will directly contribute to the Complete College Idaho initiative by enabling Idahoans to increase their level of education. The proposed degree will meet the needs of students who for geographic, temporal, and occupational reasons are unable to attend a traditional university.

d. **Societal Need**: Describe additional societal benefits and cultural benefits of the program.

N/A

e. **If Associate's degree, transferability**: N/A

3. **Similar Programs.** Identify similar programs offered within Idaho and in the region by other in-state or bordering state colleges/universities.

Similar Programs offered by Idaho public institutions (list the proposed program as well)		
Institution Name	**Degree name and Level**	**Program Name and brief description if warranted**
Boise State University	BA in Public Relations	ONLINE: The BA in Public Relations is designed to meet the growing and shifting demands for communication and media professionals across multiple job sectors. The program integrates crucial communication and media competencies within a public relations framework. Students will be able to: produce public relations content using cutting-edge communications technologies; manage media and social media relations; create, carry out and evaluate PR campaigns; deal with media law considerations; and competently manage professional processes and relationships. Our graduates will find placement in corporate, non-profit, health, sport, and government industries.
	BA in Media Arts: Public Relations Emphasis	IN PERSON: The BA in Media Arts offers an undergraduate education that prepares students for a wide range of professional opportunities in planning, writing, producing, and distributing media content. Media Arts students are encouraged to use internships to develop skills and expertise under the guidance of trained professionals. Students also gain experience and build portfolios through participation in student activities, including the Arbiter newspaper, Public Relations Student Society of America (PRSSA), University Pulse radio, and University Television Productions. The Public Relations Emphasis trains students in the theory and practice of public relations. Students focus on skill development as they critically examine social, cultural, political, and economic dimensions of the field, with particular attention to ethical practice.
University of Idaho	BA-BS in Public Relations	IN PERSON: Public relations students learn how to create and sustain relationships between organizations (corporations, government agencies and nonprofit groups) and their constituencies.
Idaho State University	BA in Communication	IN PERSON: The public relations curriculum prepares students for work in a large agency, a small specialty boutique or the PR department of a not-for-profit or commercial organization. Writing is a key skill, though graduates also address the graphics, media or sales aspects of public relations. Many aspects of this field involve working with community groups to promote their projects and values.

Lewis Clark State College	BA-BS in Communication Arts	IN PERSON: This major provides students with an understanding of communication in a variety of contexts (e.g., interpersonal, intercultural, organizational, political, and mass communication) and prepares them to be effective and well-rounded communicators. Participation in co-curricular activities such as public speaking competitions, speech and debate, and as staff for the campus newspaper and radio stations are available to students.

Similar Programs offered by other Idaho institutions and by institutions in nearby states		
Institution Name	**Degree name and Level**	**Program Name and brief description if warranted**
Brigham Young University-Idaho	BS in Communication	IN PERSON: Students trained in communication are prepared to work in exciting, wide-ranging, fast-changing, cutting edge careers. From a student's first semester as a Communication major at BYU-Idaho, we encourage him or her to get involved with our hands-on practicums. These professionally oriented, student-managed organizations are designed to reinforce, enhance and expand upon what is learned in class.
Northwest Nazarene University	BA in Public Relations	IN PERSON: A course of study that prepares students for careers in diverse fields relating to public relations. Emphasis is placed on building relationships between organizations and their audiences through media, media relations, critical thinking, writing and speaking, understanding of the processes and roles of persuasion and rhetoric and of the critical nature of research.
California Baptist University	BA in Public Relations	ONLINE: Ideal for the creative and analytical, CBU online Bachelor of Arts in Public Relations degree program prepares graduates for success in dynamic environments such as public and media relations, corporate communication, advertising, nonprofit work, social media and journalism. The degree program's Initial coursework in foundational communication and journalism ensure that students begin with a skill framework upon which to build. As students move through the program, topics include interpersonal +communication; media law, ethics and copy; editing for print and online media; principles of marketing; layout and design principles; and public relations campaigns and strategies. Throughout the program, students will be studying and practicing ethical discernment in a fast-paced environment resulting in real-world and immediate applicability.
Montana State University	BS in Public Relations	ONLINE: Is modeled on the Public Relations Society of America's Undergraduate Education recommendations. Is founded on the definition of communication that views communication between people as the process that leads to shared meaning and understanding. Is designed to prepare students in a variety of settings including: Corporate, Non-profit, Government, Healthcare, and Education. Is a professional degree with a broad focus including the non-profit and public information areas. Merges communication and media studies with marketing. Allows students to acquire theoretical and practical public relations skills leading to careers in public relations.
Ashford University	BA in Public Relations and Marketing	ONLINE: A graduate of this program demonstrates an understanding and mastery of all aspects of marketing and public relations, which include advertising, branding, and corporate communications. Students will study and evaluate the effectiveness and appropriateness of marketing and public relations messages while engaging in problem analysis, strategic planning, message development, and tactical

		solutions.
Southern New Hampshire University	BA in Communication Public Relations	ONLINE: Emphasizes building mutually beneficial relationships between organizations and their public audiences. Prepares students for a career in corporate, government, agency or nonprofit PR. Our specialized public relations concentration will help you strengthen your ability to communicate effectively with co-workers, clients and the general public.

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.

The proposed B.A. in Public Relations is a wholly online program that will benefit the rural community by serving public relations professionals who are place bound.

5. **Describe how this request supports the institution's vision and/or strategic plan.**

Goals of Institutional Strategic Plan	Proposed Program Plans to Achieve the Goal
Goal 1: Create a signature, high-quality educational experience for all students	Boise State's online program development process created a cohesive, consistent, rigorous, outcome-driven educational experience. Program coursework infuses relevant business instruction with innovation, digital best practices, and experiential learning.
Goal 2: Facilitate the timely attainment of educational goals of our diverse student population	The online delivery of this program using the carousel model will enable students with work, life, or other responsibilities to obtain this degree.
Goal 4: Align university program and activities with community needs	Graduates of this program will be prepared to lead individuals and organizations in responding to community needs through ethical public relations practice.

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 following measures will ensure the high quality of the new program:

Regional Institutional Accreditation: Boise State University is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU). Regional accreditation of the university has been continuous since initial accreditation was conferred in 1941. Boise State University is currently accredited at all degree levels (A, B, M, D).

Program Review: Boise State has instituted a new program review procedure. At the inception of new programs, the programs will submit to the Office of the Provost a three-year assessment plan to be scheduled into the Periodic Review/Assessment Reporting Cycle. The plan includes program learning outcomes; and an implementation plan with a timeline identifying when and what will be assessed, how the programs will gather assessment data, and how the program will use that information to make improvements. Then, every three years, the programs will provide Program Assessment Reports (PAR), which will be reviewed by a small team of faculty and staff

using a PAR Rubric, which includes feedback, next steps, and a follow-up report with a summary of actions.

Specialized Accreditation: None

Program Development Support: The online Bachelor of Arts in Public Relations is one of several that are being created via the eCampus Expansion Initiative at Boise State University. Boise State's online program development process uses a facilitated program design process to assist program faculty members in the creation of an intentional, cohesive course progression with tightly aligned course and program outcomes. A multi-expert development team, which includes an instructional designer, multimedia specialist, and quality assurance, works collaboratively with the faculty member. One master version of each course is developed for consistent look and feel of courses across the program; the master course utilizes a professionally created common template aligned with nationally Quality Matters ™ course design standards.

Academic Integrity: Academic integrity is vital to the mission of Boise State University and encompasses the totality of academic rigor, ethical behavior, intellectual curiosity, appropriate teamwork, and persistence. All assignments submitted by a student must represent his/her own ideas, concepts, and current understanding or must cite the original source. Boise State proactively supports academic integrity by providing training, maintaining a website dedicated to academic integrity, providing tools such as pedagogical strategies, workshops, and tips for designing tests, as well as establishing policies and procedures for students who violate the academic integrity policy within the Student Code of Conduct. For this new online program, we will use the following strategies to encourage academic integrity:

- During the design and development of the curriculum and assessment of each course, instructors will be informed by staff of Boise State's eCampus Center about best practices for online course design based on Quality Matters ™ and best practice strategies to promote academic integrity in online education based on WCET's recommendations (Version 2.0, June 2009).
- Through the program development process, course production, course launch support provided by the eCampus Center, and other means, instructors will be reminded about the importance of academic integrity and encouraged to report and act upon suspected violations.
- Academic integrity will be addressed within online student orientation. Programs may require online students to complete the university's Academic Integrity Online Workshop.
- At the beginning of each course, the instructor will communicate expectations regarding academic integrity to students in the syllabus and verbally and may require completion of the university's Academic Integrity Online Workshop.

Student Authentication: Because the proposed program will be offered entirely online, it is important to include mechanisms by which we authenticate the identity of students enrolled in the program. We will use the following mechanisms:

- During the admissions process, the university will confirm required official transcripts and other documentation required for admission into the program.
- Associated with access to and use of our Learning Management System, a secure log-in environment will be provided and students will be required to use strong passwords and change them every 90 days.
- When high-stakes exams are required, faculty will be encouraged to utilize remote or online proctoring services when appropriate. In those instances, students will need to provide valid photo identification before gaining access to the graded assessments or other required activities.

- Instructors will utilize Blackboard's Safe Assignment plagiarism detection program when appropriate.
- Instructors are expected to be informed of and aware of the importance of student identity authentication and to report and act upon suspected violations.

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**.

   N/A

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__X___

   If yes, on what date was the Program Approval for Certification Request submitted to the Professional Standards Commission?

9. **Five-Year Plan: Is the proposed program on your institution's approved 5-year plan? Indicate below.**

   Yes__X___ No_____

Curriculum, Intended Learning Outcomes, and Assessment Plan

10. **Curriculum for the proposed program and its delivery.**

    a. **Summary of requirements.** Provide a summary of program requirements using the following table.

Credit hours in required courses offered by the department (s) offering the program.	60
Credit hours in required courses offered by other departments	0
Credit hours in institutional general education curriculum	37-39
Credit hours in free electives	21-23
Total credit hours required for degree program:	120

    b. **Curriculum.** Provide the curriculum for the program, including a listing of course titles and credits in each.

    Please see Appendix A for degree box.

    c. **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.

PRO 493 INTERNSHIP (1-3 credits)(F,S,SU). Supervised fieldwork. Students have the option of enrolling for either 7- or 15-week internships. For more information on internships, see University-Wide Courses in Chapter 11 and read the Communication and Media Department

Internship Guidelines available on the department webpage. PREREQ: Completion of all required 300-level PRO courses, minimum cumulative public relations program GPA of 2.75, and PERM/INST.

PRO 499 CAPSTONE (3-0-3)(F,S,SU). Students apply their knowledge and skill to produce and present public relations projects, plans and proposals based on research of an industry aligned with their career goals to be included in their senior portfolio. PREREQ: Completion of all required 300-level PRO courses.

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.

- Manage productive professional relationships with internal and external publics
- Create and produce PR content across multiple platforms that meets professional standards
- Evaluate the ethical and legal parameters of media and public relations
- Demonstrate practical skills associated with public relations and outreach

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.

Artifacts will be gathered in specified courses. Rubrics will be used to review a sampling of the artifacts to determine if the program learning outcomes are being met. Both qualitative and quantitative assessments will be used to identify needed adjustments to key courses and overall program objectives and requirements.

b. Closing the loop. How will you ensure that the assessment findings will be used to improve the program?

Data will be shared with the program coordinator, program board, and instructors. The program coordinator and faculty will regularly meet to address opportunities and develop actions for improvement.

- Instructors note any issues/suggest changes to the Master Course creator/lead faculty.
- Noted issues are handled each session (e.g. test question needs to be changed)
- Courses reviewed by the Master Course creator and updated as needed on an annual basis.
- Course Learning Outcomes are reviewed by the Master Course creator annually in collaboration with the Program Coordinator
- 3-year program evaluation to ensure PLOs are met

c. Measures used. What direct and indirect measures will be used to assess student learning?

The program assessment process described in Section 12a and faculty grades on specific assignments. General examples of program assessment include: exams, discussions, projects, plans, and portfolios will be in place to assess program level outcomes.

d. **Timing and frequency**. When will assessment activities occur and at what frequency?

- Program evaluation takes place using a three-year rotation model that ensures that the entire program is evaluated every three years.
  - Eg. Year 1 = PLO 1 and 4, Year 2 = PLO 2, Year 3 = PLO 3
- Evaluation is carried out by the Program Board in collaboration with the Program Coordinator, Master Course Creators and instructors, and an Industry Advisory Board.
- Changes are implemented by eCampus Center Support Team and Master Course Creators.

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)**			
	FA14	FA15	FA16	FA17 (most recent)	FY14-15	FY15-16	FY16-17	FY17-18 (most recent)
BSU BA in Communication	749	758	719	673	208	207	201	201
BA in Media Arts (started Fall '16)		new	81	175			new	9
ISU BA in Communication	0	61	115	137	0	4	15	17
UI BA/BS in Communication	110	104	98	72	32	26	25	23
LCSC BA/BS in Communication Arts	46	59	47	36	7	14	14	10

14. **Projections for proposed program:** Using the chart below, provide projected enrollments and number of graduates for the proposed program:

Proposed Program: Projected Enrollments and Graduates First Five Years											
Program Name: B.A. IN PUBLIC RELATIONS											
Projected Fall Term Headcount Enrollment in Program						**Projected Annual Number of Graduates From Program**					
FY20	FY21	FY22	FY23	FY24	FY25	FY20	FY20	FY21	FY22	FY23	FY24

(first year)						(first year)					
20	74	129	183	217	230	0	6	23	46	61	78

15. Describe the methodology for determining enrollment and graduation projections. Refer to information provided in Question #2 "Need" above. What is the capacity for the program? Describe your recruitment efforts? How did you determine the projected numbers above?

The program's size will be scaled to demand for the program. The numbers in the table above reflect a reasonable and attainable scaling up of the program.

Marketing and recruitment efforts will include a digital marketing campaign, a web landing page, request for information form, and a full program website with details regarding the key program assets, curriculum plan, and costs. In addition, a comprehensive communication plan will be implemented to attract and nurture interested students. Strategic, personalized communications will engage and support students throughout the recruitment lifecycle. Our coaching approach to student services will support online students and maintain their connection to Boise State through graduation.

16. Minimum Enrollments and Graduates.

a. 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?

Because the program will be utilizing the online program fee model, it is best to put minimum enrollment in terms of course registrations, which are what translate to revenue. Based on estimated expenses for instruction and for support personnel expenses, estimate the minimum number of course registrations to achieve breakeven is:

- Year 1: Annual credits 491, Annual FTEs 16.35
- Year 2: Annual credits 1,876, Annual FTEs 62.54
- Year 3: Annual credits 2,840, Annual FTEs 94.68
- Year 4: Annual credits 3,295, Annual FTEs 109.85
- Year 5: Annual credits 3,255, Annual FTEs 108.50

b. What is the sunset clause by which the program will be considered for discontinuance if the projections or expectations outlined in the program proposal are not met?

Programs operating under the online fee model at Boise State are expected to be fiscally sustainable. If enrollments do not meet expectations, expenses will be adjusted to reflect actual activity. The program's financial sustainability will be evaluated at least annually. If it is determined to be fiscally unsustainable in the long term, it will be discontinued.

If the program was discontinued, we would offer courses for two additional years in order for enrolled students to complete the degree. New students would not be accepted. Enrolled students would be notified so they could plan accordingly.

Resources Required for Implementation – fiscal impact and budget

17. Physical Resources.

a. **Existing resources**. Describe equipment, space, laboratory instruments, computer(s), or other physical equipment presently available to support the successful implementation of the program.

The available space and equipment are acceptable to operate a successful program.

b. **Impact of new program**. What will be the impact on existing programs of increased use of physical resources by the proposed program? How will the increased use be accommodated?

No impact.

c. **Needed resources.** List equipment, space, laboratory instruments, etc., that must be obtained to support the proposed program. Enter the costs of those physical resources into the budget sheet.

Additional office space for faculty/staff associated with this program.

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.

Existing resources are sufficient.

b. **Needed resources**. What new library resources will be required to ensure successful implementation of the program? Enter the costs of those library resources into the budget sheet.

No new resources are required.

19. Personnel resources

a. **Needed resources.** Give an overview of the personnel resources that will be needed to implement the program. How many additional sections of existing courses will be needed? Referring to the list of new courses to be created, what instructional capacity will be needed to offer the necessary number of sections?

The following support personnel will be hired for the program:

- Program Coordinator: 1.0 FTE hired in year one
- Administrative Assistant: 1.0 FTE hired in year two

The table below depicts the schedule of course offerings for the first three years of the program:

Schedule of Classes Offered for Online BA in Public Relations: First three years. Numbers in cells refer to number of sections to be offered																		
			FA 2019		SP 2020		SU 2020		FA 2020		SP 2021		SU 2021		FA 2021		SP 2022	
	Session>>		1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2
	Cr.↓																	
PRO 300	Intro to Public Relations	3	1		1		1		1		1		1		1		1	
PRO 301	Tech for Professionals	2	1		1		1		1		2		2		2		2	
PRO 302	Preparing for the Profession	1		1		1		1		1		1		1		2		2
PRO 303	PR Campaigns	3		1		1		1		1		1		1		1		2
PRO 304	PR Writing	3		1		1		1		1		1		1				
PRO 310	Interviewing	3			1						2							
PRO 311	Mulitmedia Storytelling	3			1						1							
PRO 312	Coflict and Collaboration	3				1						2						
PRO 313	Public Relations Ethics	3				1						1						
PRO 320	Business & Professional Communication	3					1						1					
PRO 321	Applied Research for Professionals	3					1						3					
PRO 322	Media & Social Media Strategies	3						1						1				
PRO 323	Media Law	3						1						3				
PRO 330	Global Public Relations	3							2						1			
PRO 331	Public Relations Case Studies	3							1						3			
PRO 332	Client Relations	3								2						1		
PRO 333	Community Relations	3								1						3		
PRO 400	Crisis Management	3									1		1		1		1	
PRO 401	Project Management	3									1		1		1		1	
PRO 493	Intership	3										1		1		1		1
PRO 499	Capstone	3										1		1		1		1
	Total	60																
	Credits offered per semester		5	7	11	13	11	13	14	16	22	22	25	25	25	23	13	14

The following table depicts the instructional staff that will be hired to support the program:

New Instructional FTEs for Program					
	Year 1	Year 2	Year 3	Year 4	Year 5
Professor		1.6	1.6	1.6	1.6
Lecturer		0.6	0.6	1.0	1.0
Adjunct	1.4	1.2	3.4	4.4	6.0
Total	1.4	3.4	5.5	7.0	8.6

b. Existing resources. Describe the existing instructional, support, and administrative resources that can be brought to bear to support the successful implementation of the program.

During the implementation phase and beyond, the program will be supported as necessary by the College of Arts and Sciences and the eCampus Center in the Division of Extended Studies. During year one, the Program Coordinator will manage a majority of the administration and will also receive assistance from existing department staff. Subsequent years, personnel resources for the proposed program will be hired specifically for that program.

c. **Impact on existing programs**. What will be the impact on existing programs of increased use of existing personnel resources by the proposed program? How will quality and productivity of existing programs be maintained?

Because limited administrative or instructional resources from existing programs will be used for the proposed program, there will be a minimal impact on resources available for existing programs. We do expect some movement of students from the existing face-to-face BA in Communications to the new online program, and estimate during the first year 10% of the enrollment of the new program will consist of those students. While historic attrition from the face-to-face program is within normal Boise State parameters, we are hopeful that the new online program will be an option for those nontraditional age students who have full-time jobs, family commitments, or need to move from the Boise area. Enrollments in the existing communication programs are robust and will continue to be this way because of the emphasis area options and popularity of the content which means no long-term threat is posed by the new program.

d. **Needed resources.** List the new personnel that must be hired to support the proposed program. Enter the costs of those personnel resources into the budget sheet.

See "a." above and budget sheet.

20. Revenue Sources

a) **Reallocation of funds:** If funding is to come from the reallocation of existing state appropriated funds, please indicate the sources of the reallocation. What impact will the reallocation of funds in support of the program have on other programs?

N/A

b) **New appropriation**. If an above Maintenance of Current Operations (MCO) appropriation is required to fund the program, indicate when the institution plans to include the program in the legislative budget request.

No new appropriation will be required.

c) **Non-ongoing sources**:

i. If the funding is to come from one-time sources such as a donation, indicate the sources of other funding. What are the institution's plans for sustaining the program when that funding ends?

N/A

ii. Describe the federal grant, other grant(s), special fee arrangements, or contract(s) that will be valid to fund the program. What does the institution propose to do with the program upon termination of those funds?

N/A

d) **Student Fees**:

i. If the proposed program is intended to levy any institutional local fees, explain how doing so meets the requirements of Board Policy V.R., 3.b.

N/A

ii. Provide estimated cost to students and total revenue for self-support programs and for professional fees and other fees anticipated to be requested under Board Policy V.R., if applicable.

The student fee will be in accordance with the Online Program Fee as defined in the Board Policy V.R., 3.a.x. That policy enables the institution to set a price-point appropriate for the program; students will pay an online program fee in lieu of tuition. The price-point for our online program fee will be as follows: we will charge the same rate as a majority of our current online undergraduate programs: $350 per credit. We may increase the fee in any years that the State Board of Education increases Boise State's undergraduate per-credit rate for tuition and fees.

It is assumed that students will enter the program with the equivalent of an associate's degree. For the 60 credits required for completion of the proposed program, the total cost will be $21,000. A review of the four institutions listed in section 6 that offer a similar online program shows out-of-state student tuition (which is what an Idaho resident student would pay) ranges from $19,200 to $35,356, with an average of $26,051.

We project that by the fourth year of the program, it will generate 4,160 SCH, which will yield a total revenue of $1,456,094.

21. Using the budget template provided by the Office of the State Board of Education, provide the following information:

I. PLANNED STUDENT ENROLLMENT

	FY 2020		FY 2021		FY 2022		FY 2023		FY 2024	
	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments	14.7	35	56.3	87	92.6	131	124.8	174	148.9	204
B. Shifting enrollments	1.6	4	6.3	10	10.3	15	13.9	19	16.5	23
Total Enrollment	16.4	38	62.5	97	102.9	146	138.7	193	165.5	227
Student Credit Hours Generated	491		1,876		3,086		4,160		4,965	

II. REVENUE

	FY 2020		FY 2021		FY 2022		FY 2023		FY 2024	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. New Appropriated Funding Request										
2. Institution Funds										
3. Federal										
4. New Tuition Revenues from Increased Enrollments										
5. Student Fees		$171,683		$656,622		$1,079,992		$1,456,094		$1,737,737
6. Other (i.e., Gifts)										
Total Revenue	$0	$171,683	$0	$656,622	$0	$1,079,992	$0	$1,456,094	$0	$1,737,737

Ongoing is defined as ongoing operating budget for the program which will become part of the base.
One-time is defined as one-time funding in a fiscal year and not part of the base.

Budget Notes:

I.A, B. Calculation of FTE and headcount as follows:
>1 FTE = 30 credits
>Headcount determined as the distinct number of students in the program that year.
>Assume that 90% of the enrollments will be new enrollments and 10% will be shifting enrollments.
>Assume 4.4% attrition from one semester to the next.

II.5. >Student Fee revenue calculated as Student Credit Hours * $350 per credit.
>$350 calculated as estimate of 2019-2020 resident per-credit of $350 per credit.
>To be conservative, assume in calculations that per-credit fee does not increase over time to align with the amount charged to traditional resident students.

III. EXPENDITURES

	FY 2020		FY 2021		FY 2022		FY 2023		FY 2024	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
A. Personnel Costs										
1. FTE		3.08		5.40		7.53		8.98		10.60
2. Faculty		$750		$163,264		$179,612		$191,367		$192,867
3. Adjunct Faculty		$36,730		$31,320		$87,480		$113,400		$155,520
4. Graduate/Undergrad Assistants										
5. Research Personnel										
6. Directors/Administrators		$58,000		$58,000		$58,000		$58,000		$58,000
7. Administrative Support Personnel		$0		$22,667		$34,000		$34,000		$34,000
8. Fringe Benefits		$27,338		$98,743		$106,506		$123,702		$127,993
9. Other: Academic Advisors/Coordinators		$0								
Total Personnel and Costs	$0	$122,818	$0	$373,994	$0	$465,598	$0	$520,469	$0	$568,380

Budget Notes (continued)

III.A.2 Faculty FTE: Calculated using (Credit hour load)/30 for Professors and (Credit hour load)/27 for Lecturers
III.A.3 Adjunct FTE: Calculated using (Credit hour load)/24
III.A.6 Administrator: Program Coordinator starting July 2019 before program's anticipated launch in Fall 2019.
III.A.7 Support Personnel: 1.0 FTE Administrative Assistant starting FY 2021.
III.A.8 Benefits calculated at professional $11,650+(annual wage*20.72%), classified $11,650+(annual wage*21.71%).

	FY 2020		FY 2021		FY 2022		FY 2023		FY 2024	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
B. Operating Expenditures										
1. Travel		$1,750		$1,750		$1,750		$1,750		$1,750
2. Professional Services										
3. Other Services										
4. Communications										
5. Materials and Supplies		$750		$750		$750		$750		$750
6. Rentals										
7. Materials & Goods for Manufacture & Resale										
8. Miscellaneous - Computer Hardware/Software		$2,500		$2,500		$2,500		$2,500		$2,500
Total Operating Expenditures	$0	$5,000	$0	$5,000	$0	$5,000	$0	$5,000	$0	$5,000

Budget Notes (continued):

III.B.1	Travel to Boise State University main campus and training
III.B.5	Materials & Supplies: Office supplies and materials
III.B.8	Miscellaneous: Includes computer hardware/software

	FY 2020		FY 2021		FY 2022		FY 2023		FY 2024	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
C. Capital Outlay										
1. Library Resources										
2. Equipment										
Total Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

	FY 2020		FY 2021		FY 2022		FY 2023		FY 2024	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
D. Capital Facilities Construction or Major Renovation										
E. Other Costs										
1. Boise State University Support		$85,842		$328,311		$539,996		$728,047		$868,868
2. College of Arts and Sciences Sciences Revenue Share		$0		$0		$0		$87,366		$104,264
Utilities										
Maintenance & Repairs										
Other										
Total Other Costs	$0	$85,842	$0	$328,311	$0	$539,996	$0	$815,412	$0	$973,133
TOTAL EXPENDITURES:	$0	$213,660	$0	$707,305	$0	$1,010,594	$0	$1,340,881	$0	$1,546,513
Net Income (Deficit) to College	$0	-$41,977	$0	-$50,683	$0	$69,398	$0	$115,212	$0	$191,224

Budget Notes (specify row and add explanation where needed; e.g., "I.A.,B. FTE is calculated using…"):

III.E.1 Boise State University Support is defined as follows:

Boise State Central Services (10.00% of revenue): A fund dedicated to funding support services for online students.

Boise State eCampus Center (10.29% of revenue): Provide funding for initiative management, online course/program development and other support services

Boise State Online Innovation Fund (4.63% of revenue): Seed funding for academic programs, course development stipends to faculty, and eventually innovation grants

Boise State Online Marketing, Recruitment, Enrollment, Advising and Retention Fund (25.09% of revenue): A fund dedicated to marketing the program, recruiting students, enrolling qualified students, advising students and retaining students throughout the life of the program

III.E.2 The College of Arts and Sciences will receive 6% of revenue when the program's cumluative revenues are larger than cumulative expenses. The budget anticipates this will occur in year 4 or FY 2023

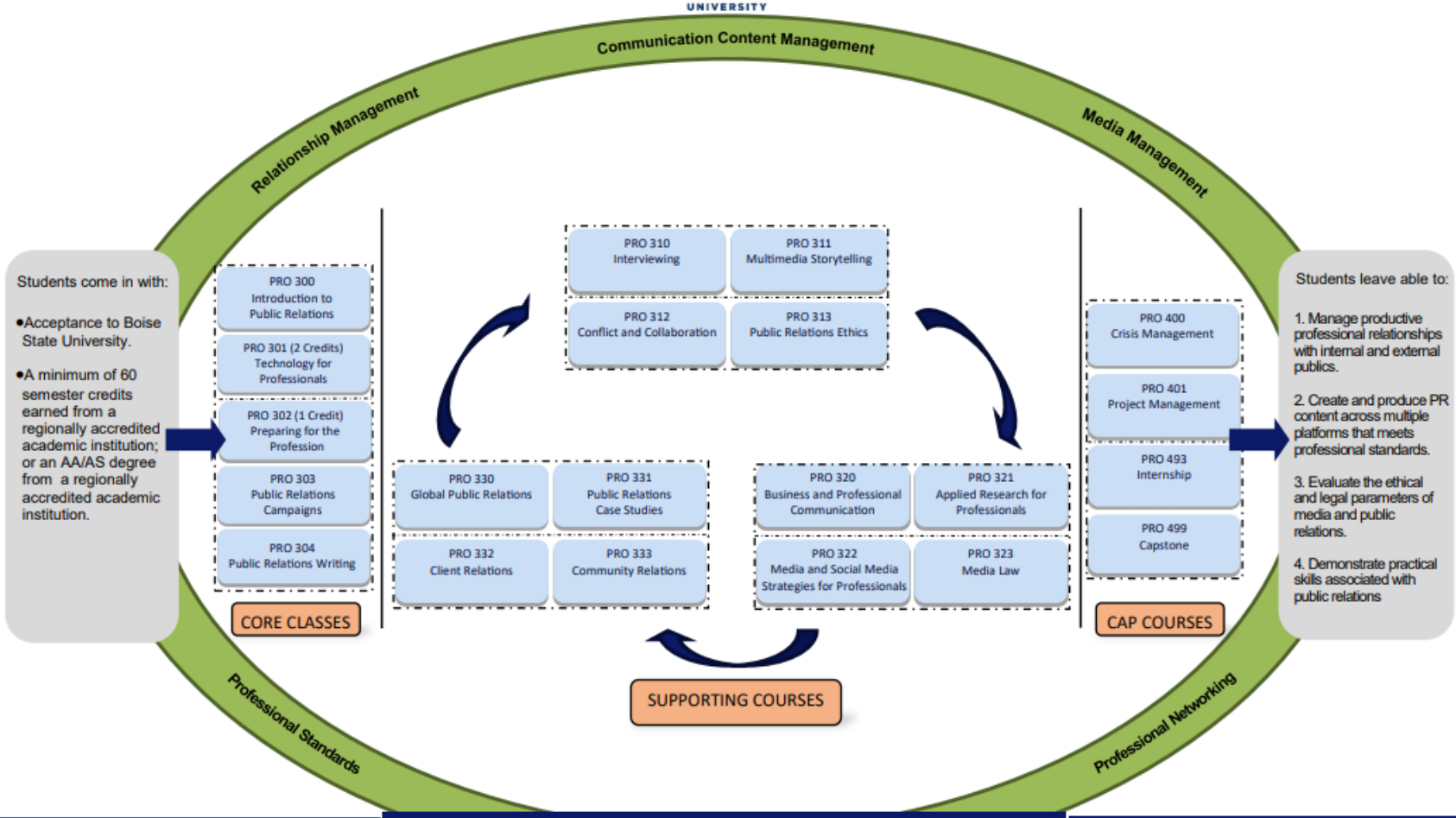
APPENDIX A

BA in Public Relations Online Program	
Course Number and Title	**Credits**
Foundational Studies Program requirements indicated in bold. See page 50 for details and lists of approved courses.	
FW ENGL 101 Introduction to College Writing	**3**
FW ENGL 102 Intro to College Writing and Research	**3**
FC Fundamentals of Oral Communication	**3**
UF 100 Intellectual Foundations	**3**
UF 200 Civic and Ethical Foundations	**3**
FM Mathematics	**3**
FN Natural, Physical, & Applied Sciences course with lab	**4**
FN Natural, Physical, and Applied Sciences course in a second field	**3-4**
FA Visual and Performing Arts	**3**
FH Humanities	**3-4**
FS Social Sciences course	**3**
FS Social Sciences course in a second field	**3**
Major Requirements	
PRO 300 Introduction to Public Relations	3
PRO 301 Technology for Professionals	2
PRO 302 Preparing for the Profession	1
PRO 303 Public Relations Campaigns	3
PRO 304 Public Relations Writing	3
PRO 310 Interviewing	3
PRO 311 Multimedia Storytelling	3
PRO 312 Conflict and Collaboration	3
PRO 313 Public Relations Ethics	3
PRO 320 Business and Professional Communication	3
PRO 321 Applied Research for Professionals	3
PRO 322 Media and Social Media Strategies for Professionals	3
PRO 323 Media Law	3

PRO 330 Global Public Relations	3
PRO 331 Public Relations Case Studies	3
PRO 332 Client Relations	3
PRO 333 Community Relations	3
PRO 400 Crisis Management	3
PRO 401 Project Management	3
PRO 493 Internship	3
FF PRO 499 Capstone	3
Electives	21-23
TOTAL	**120**

College of Arts and Sciences
Bachelor of Arts Public Relations

BOISE STATE UNIVERSITY



Stakeholders	Bachelor of Arts in Public Relations	Professional Certification
• College of Arts and Sciences • Department of Communication	The BA in Public Relations is designed to meet the growing and shifting demands for communication and media professionals across multiple job sectors. The program integrates crucial communication and media competencies within a public relations framework. Our students will be prepared for careers in a diverse and evolving field. They will be able to: produce public relations content using cutting-edge communications technologies; manage media and social media relations; create, carry out and evaluate PR campaigns; deal with media law considerations; and competently manage professional processes and relationships. Our graduates will find placement in corporate, non-profit, health, sport, and government industries.	• Public Relations Student Society of America (PRSSA) • Association for Education in Journalism and Mass Communication (AEJMC)

IDAHO STATE UNIVERSITY

SUBJECT

Certificate in Diagnostic Medical Sonography

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.G and Section V.R.

ALIGNMENT WITH STRATEGIC PLAN

Goal 3: Workforce Readiness - The Educational System Will Provide An individualized environment that facilitates the creation of practical and theoretical knowledge leading to college and career readiness.
Objective A: Workforce Alignment – Prepare students to efficiently and effectively enter and succeed in the workforce.
Objective B: Medical Education – Deliver relevant education that meets the health care needs of Idaho and the region.

BACKGROUND/DISCUSSION

The Kasiska Division of Health Sciences at Idaho State University proposes to create a new self-support, undergraduate certificate in Diagnostic Medical Sonography. The certificate program aims to meet the needs of students who want to become diagnostic medical sonographers (commonly known as ultrasound technologists). Diagnostic medical sonography is projected to grow 23% nationally by 2026 and 25% in Idaho.

This program is in direct response to industry needs and requests by Portneuf Medical Center and ISU's Family Medicine Residency program. This program is directly focused on registered radiologic technologists who want to specialize in sonography. Specialization requires additional didactic and clinical training above and beyond that of radiological science programs. The program size is limited by the availability of clinical sites.

IMPACT

ISU is proposing a self-support fee of $277.09 per credit hour in accordance with Board Policy V.R.3.b.(v). The total cost for 46 credits required is $12,746.14. One Clinical Assistant Professor (1 FTE) and one Office Specialist II (0.25 FTE) will need to be hired. The self-support academic program fees, along with Portneuf Medical Center and Family Medicine Residency program at ISU will cover the costs of the program by the second year, and will be able to pay back any amounts owed by the third year. Family Medicine Residency will fund 0.15 FTE for a sonography faculty member paid out of a local account. Portneuf Medical Center has pledged to fund 0.35 FTE.

Physical resources, including classrooms and laboratories are currently available; one-time start-up costs for additional physical resources are approximately $2,000.

ATTACHMENTS

Attachment 1 – Proposal for the certificate in Medical Diagnostic Sonography

STAFF COMMENTS AND RECOMMENDATIONS

ISU anticipates a projected enrollment of six students initially, with potential expansion of the cohort size as the program becomes more efficient and clinical sites can accommodate more students. ISU has identified a minimum of six enrollments for program continuance, which is based on clinical site availability. If participation is not met, the current cohort will complete the program and then ISU will move forward with discontinuing the program.

ISU's proposed Certificate in Diagnostic Medical Sonography is consistent with their Service Region Program Responsibilities and their current institution plan for Delivery of Academic Programs in Region V. As provided in Board Policy III.Z, no institution has the statewide program responsibility for diagnostic medical sonography programs. Boise State University currently offers a Certificate in Diagnostic Medical Sonography.

ISU also requests approval to assess a self-support program fee consistent with Board Policy V.R.3.b.(v). ISU proposes to charge $277.09 per credit for a total program cost of $12,746.14 for 46 required credits. Based on the information for the self-support program fee provided in the proposal, staff finds that the criteria have been met for this program.

The proposal completed the program review process and was recommended for approval by the Council on Academic Affairs and Programs (CAAP) on January 10, 2019; and was presented to the Committee on Instruction, Research, and Student Affairs (IRSA) on January 31, 2019; and to the Business Affairs and Human Resources Committee on February 1, 2019.

Board staff recommends approval.

BOARD ACTION

I move to approve the request by Idaho State University to add a certificate in Medical Diagnostic Sonography Program as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to approve the request by Idaho State University to charge a self-support program fee of $277.09 per credit, in conformance with the program budget submitted to the Board in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education

Proposal for **Undergraduate/Graduate Degree** Program

Date of Proposal Submission:	January 4, 2019
Institution Submitting Proposal:	Idaho State University
Name of College, School, or Division:	Kasiska Division of Health Sciences; School of Health Professions
Name of Department(s) or Area(s):	Radiographic Science

Program Identification for Proposed New or Modified Program:

Program Title:	Diagnostic Medical Sonography					
Degree:	**Certificate**	Degree Designation	X	Undergraduate		Graduate
Indicate if Online Program:		Yes	X	No		
CIP code (consult IR /Registrar):	51.0910					
Proposed Starting Date:	Fall 2019					
Geographical Delivery:	Location(s)	Pocatello	Region(s)	V		
Indicate (X) if the program is/has:	X	Self-Support		Professional Fee		Online Program 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
- [X] Undergraduate/Graduate Certificates (30 credits or more)
- [ ] New Off-Campus Instructional Program
- [ ] Expansion of Existing Program
- [ ] Other (i.e., Contract Program/Collaborative

	10-22-18		
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
	10/24/18		
FVP/Chief Fiscal Officer (Institution)	Date	Chief Academic Officer, OSBE	Date
Laura Woodworth-Ney	10/25		
Provost/VP for Instruction (Institution)	Date	Chief Financial Officer, OSBE	Date
	12-5-18		
President	Date	SBOE/Executive Director Approval	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 Kasiska Division of Health Sciences (KDHS) at Idaho State University (ISU) is proposing to add a Diagnostic Medical Sonography (DMS) undergraduate certificate program. This certificate will meet the needs of students who want to become diagnostic medical sonographers (commonly known as ultrasound technologists). The certificate program will satisfy the didactic and clinical requirements of the American Registry for Diagnostic Medical Sonography (ARDMS) and will allow those who complete the certificate to take the ARDMS examination to become nationally certified in diagnostic medical sonography. The DMS program will be housed in the existing Radiographic Science Program with current administrative leadership and support. The DMS program will also provide additional support and instruction to the ISU Family Practice Medical Residency program students. Currently, Medical Residency is seeking to develop and expand the sonography training of the medical residents. The two programs, DMS and Medical Residency, will work together through shared faculty and equipment to train sonographers and medical residents in an interprofessional experience.

2. **Need for the Program**. Describe the student, regional, and statewide needs that will be addressed by this proposal and address the ways in which the proposed program will meet those needs.

   a. **Workforce need:** Provide verification of state workforce needs that will be met by this program. Include State and National Department of Labor research on employment potential. Using the chart below, indicate the total projected annual job openings (including growth and replacement demands in your regional area, the state, and nation. Job openings should represent positions which require graduation from a program such as the one proposed. Data should be derived from a source that can be validated and must be no more than two years old.

   List the job titles for which this degree is relevant:

   1. Diagnostic Medical Sonographer

   2. Ultrasound Technologist.

Total projected annual job openings			
	State DOL data	**Federal DOL data**	**Other data source: (describe)**
Local (Service Area)	8[1]	N/A	PMC – 1, MVH – 1, MMH – 1, Twin Falls -1
State	29[1]	N/A	
Nation	N/A	54,000 (2016-2026 annual average[2])	

1. https://lmi.idaho.gov/projections
2. https://data.bls.gov/projections/occupationProj

Provide (as appropriate) additional narrative as to the workforce needs that will be met by the proposed program.

Healthcare continues to be among the fastest growing industries in Idaho.[1] Diagnostic Medical Sonography employment is projected to increase 23% nationally by 2026[2] and by 25% in Idaho.[3] Employment of sonographers in all specialties is projected to grow 10% from 2016 to 2026, faster than the average for all occupations.[2]

1. http://labor.idaho.gov/publications/2024-Idaho-Projections.pdf
2. https://www.bls.gov/ooh/healthcare/diagnostic-medical-sonographers.htm#tab-6
3. https://lmi.idaho.gov/projections

b. Student need. What is the most likely source of students who will be expected to enroll (full-time, part-time, outreach, etc.). Document student demand by providing information you have about student interest in the proposed program from inside and outside the institution. If a survey of students was used, please attach a copy of the survey instrument with a summary of results as **Appendix A.**

The DMS program is directly focused towards registered radiologic technologists who want to specialize in sonography. After radiography, the most requested education opportunity of the ISU Radiographic Science (RS) Program is sonography. Typically, 2-3 of the 21 graduates of the RS program from each cohort go on to specialize in DMS, education they must seek from another institution. The closest DMS programs are at Boise State University and Weber State University. The Boise State program requires students to move to the Boise area for on campus classes and clinical training in the Boise area; many students are reluctant or unable to move to Boise and therefore are prohibited from going through the Boise State DMS program. Weber State uses a regional outreach approach to allow students to stay in their current location and using local clinical resources for education; students who have graduated from this program express discontent with their experience, stating the outreach program is not well supported and students have to learn DMS on their own. Many of these students do not recommend Weber State's program to ISU RS graduates. In conversations with ISU RS graduates across many years, more students would go on to specialize in DMS if it were available at Idaho State University.

Specialization requires additional didactic and clinical training above and beyond that required of graduates of an RS program. The DMS program will be comprised of full-time students over a 12 month period. The primary source of students will be graduates of the ISU Radiographic Science Program; however, the program will accept applications from anyone who is a registered radiologic technologist, provided they have at minimum an associate's degree. Additionally, the unique opportunity DMS students and medical residents will have to work together will improve communication and relationships between the two groups in the clinical setting.

c. Economic Need: Describe how the proposed program will act to stimulate the state economy by advancing the field, providing research results, etc.

As previously stated, healthcare continues to be among the fastest growing industries in Idaho.[1] Diagnostic Medical Sonography employment is projected to increase 23% nationally by 2026[2] and by 25% in Idaho.[3] Employment of sonographers in all specialties is projected to grow 10 percent from 2016 to 2026, faster than the average for all occupations.[2] The proposed Diagnostic Medical Sonography program will provide a pathway for radiologic

technologists to become nationally registered Diagnostic Medical Sonographers in an efficient and effective manner, providing Idaho with a critically needed pool of qualified sonographers. Since the program will be full-time, students will finish in the minimum amount required by the American Registry of Diagnostic Medical Sonographers to take the national certification exam. This DMS program will help to stimulate the local and state economy by providing the education and skills necessary for students to obtain high-quality jobs that pay almost double the national median annual wage.[4]

1. http://labor.idaho.gov/publications/2024-Idaho-Projections.pdf
2. https://www.bls.gov/ooh/healthcare/diagnostic-medical-sonographers.htm#tab-6
3. https://lmi.idaho.gov/projections
4. https://data.bls.gov/projections/occupationProj

d. Societal Need: Describe additional societal benefits and cultural benefits of the program.

The proposed Diagnostic Medical Sonography program is intended to provide an opportunity for radiologic technologists to specialize in sonography, providing more educated and trained sonographers to the local region and to the state. The sonography profession is in high demand, meaning there is a shortage of sonographers. More registered sonographers in the area and the state will provide more citizens access to sonography exams in more locations and with shorter waiting times. Additionally, having DMS students and medical residents train together will improve communication and relationships between the two groups in the clinical setting leading to more efficient medical practice and improved clinical outcomes.

e. If Associate's degree, transferability: N/A

3. Similar Programs. Identify similar programs offered within Idaho and in the region by other in-state or bordering state colleges/universities.

Similar Programs offered by Idaho public institutions (list the proposed program as well)		
Institution Name	**Degree name and Level**	**Program Name and brief description if warranted**
BSU	**Certificate**	**Diagnostic Medical Sonography** 1 year, 3 consecutive semester program taught on campus and at clinical sites in the Boise area. 36 credit undergraduate certificate
ISU	**Certificate (proposed)**	**Diagnostic Medical Sonography** 1 year, 3 consecutive semester program taught on campus and at clinical sites in the Pocatello area. 46 credit undergraduate certificate
LCSC	**NA**	**NA**
UI	**NA**	**NA**
CSI	**NA**	**NA**
CWI	**NA**	**NA**
CEI	**NA**	**NA**

NIC	**NA**	**NA**

Similar Programs offered by other Idaho institutions and by institutions in nearby states		
Institution Name	**Degree name and Level**	**Program Name and brief description if warranted**
Other Idaho Institutions	**NA**	**NA**
Weber State University (Utah)	**BS**	**Diagnostic Medical Sonography**
Salt Lake Community College (Utah)	**Certificate**	**Diagnostic Medical Sonography**
Laramie Community College (Wyoming)	**AAS**	**Diagnostic Medical Sonography**
University of Nevada – Las Vegas	**BS**	**Comprehensive Medical Imaging Major - Ultrasound**
College of Southern Nevada	**AAS**	**Diagnostic Medical Sonography**
Oregon Institute of Technology	**BS**	**Diagnostic Medical Sonography**
Seattle University (Washington)	**BS**	**Diagnostic Ultrasound**
Spokane Community College (Washington)	**AAS**	**Diagnostic Medical Sonography**
Tacoma Community College	**AAS**	**Diagnostic Medical Sonography**

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.

   Starting a Diagnostic Medical Sonography program at ISU is fully justified because there is no other program like this in ISU's service region (Regions IV, V, and VI). The proposed program has strong support both internally and externally to ISU. The Family Practice Medicine Residency program at ISU has committed local funds and resources to increasing the sonography training of its residents including shared sonography equipment and supporting 0.15 FTE for a sonographer as a faculty member in the DMS program (see support letter attached). Additionally, requests have been made by many hospital facilities in regions IV, V, and VI to have a local sonography education program. Portneuf Medical Center has been chief among these entities and has pledged to support the proposed DMS program by financing 0.35 FTE for a sonographer as a faculty member in the DMS program.

The proposed program will use clinical sites in eastern Idaho, sites already affiliated with ISU's Radiographic Science Program. The proposed DMS program will not use clinical sites in the Boise area. There will be no conflict or overlap between the proposed DMS program and BSU's existing DMS program.

5. Describe how this request supports the institution's vision and/or strategic plan.

Idaho State University's mission is to provide leadership in the health professions through undergraduate and interdisciplinary education.[1] Establishing a Diagnostic Medical Sonography program supports the strategic plan for ISU as it enhances the professional education and health care services provided to the people of Idaho and the nation. It corresponds and is consistent with ISU's Core Theme 2 of Access and Opportunity in providing diverse opportunities for students to enter the University and advance professionally.[1] As well, this certificate supports Core Theme 3 of Leadership in the Health Sciences, offering radiologic technologists the best education possible in a program which broadens the spectrum of opportunities to advance professionally.[1] In accordance with Core Theme 4, DMS students in the clinical setting will develop affiliations with medical facilities and professionals in the local area to enrich the lives of citizens through expanded medical resources.[1] In accordance with ISU's strategic plan, the DMS program will grow enrollment (Goal 1), promote ISU's identity as a leader in the health professions (Goal 3), and enhance community partnerships with local and regional medical facilities and professionals (Goal 5).[2] Interdisciplinary education will be improved by educating DMS students and medical residents side-by-side through shared faculty and resources.

1. https://isu.edu/media/libraries/ieac/isu-strategic-planning/Vision-Mission-and-Core-Themes.pdf
2..https://isu.edu/media/libraries/ieac/isu-strategic-planning/ISU-Strategic-Plan-2018-2022-SBOE-(FINAL).pdf

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 following measures will ensure the high quality of the program:

Regional Institutional Accreditation: Idaho State University is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU). Regional accreditation of the university has been continuous since institutional accreditation was conferred in 1918. Idaho State University is currently accredited at all degree levels (A, B, M, D).

Specialized accreditation: Specialized, programmatic accreditation is not required for educational diagnostic medical sonography programs. The proposed program for ISU will meet the educational and training requirements set by the ARDMS, allowing those who complete the program to take the national certification exam administered by the ARDMS. However, to ensure the highest quality in the DMS program, the program will pursue specialized accreditation through the Commission on Accreditation of Allied Health Education Programs (CAAHEP) within the first 3 years of the program.

Advisory Council: An Advisory Council already exists for the Radiographic Science program and is composed of representatives from the local clinical facilities and the academic communities. The RS Program will work with these advisory committees to address the needs and demands of the community and regional professionals while maintaining the appropriate educational rigor.

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**.

NA

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___X__

   If yes, on what date was the Program Approval for Certification Request submitted to the Professional Standards Commission?

9. **Three-Year Plan: Is the proposed program on your institution's approved 3-year plan? Indicate below.**

   Yes X No _____

   Proposed programs submitted to OSBE that are not on the three-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 three 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 three-year planning cycle? What would be gained by an early consideration?

   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.
   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?
   iv. Is the program request or program change in response to accreditation requirements or recommendations?
   v. Is the program request or program change in response to recent changes to teacher certification/endorsement requirements?

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.	46
Credit hours in required courses offered by other departments:	0
Credit hours in institutional general education curriculum	0
Credit hours in free electives	0

Total credit hours required for degree program:	46

b. Curriculum. Provide the curriculum for the program, including a listing of course titles and credits in each.

The credit load of the Diagnostic Medical Sonography program will be 46 credits over the course of 3 consecutive semesters. While 46 credits may be a large amount when compared to other undergraduate certificate programs, these total credits are needed to meet the student learning outcomes and accreditation standards.

Summer – 12 weeks	Credits	Fall – 16 weeks	Credits	Spring – 16 weeks	Credits
Applied Sonography I (32 hrs per week x 11 = 352 hrs)	6	Applied Sonography II (32 hrs per week x 15 = 480 hrs)	8	Applied Sonography III (32 hrs per week x 15 = 480 hrs)	8
Introduction to Sonography	1	Research Principles in Sonography	2	Sonography Specialty Areas (Peds, Echo, Peri)	1
Abdominal Sonography I	2	Abdominal Sonography II	1	Superficial Structures	1
OB/GYN Sonography I	1	OB/GYN II	1	OB/GYN III	1
Sonography Principles & Instrumentation I	1	Sonography Principles & Instrumentation II	1	Sonography Principles & Instrumentation III	1
Fundamentals of Sonography Lab I	1	Fundamentals of Sonography Lab II	1	Fundamentals of Sonography Lab III	1
Sonography Case Studies I	1	Sonography Case Studies II	1	Sonography Case Studies III	1
		Vascular Sonography	2	Breast Sonography	1
				Sonography Registry Review	1

c. 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.

To be accepted into the Diagnostic Medical Sonography Certificate program students must be registered as radiologic technologists through the American Registry of Radiologic Technology and have current CPR certification through an accredited agency. Students will complete clinical hours at local hospitals and facilities already affiliated with the Radiographic Science Program. Clinical hours will be spent observing and performing ultrasound exams under the supervision of designated clinical instructors and staff sonographers.

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 use critical thinking and problem solving skills.
- Students/graduates will be clinically competent.
- Students will be able to effectively communicate.
- Students will demonstrate the importance of professional growth and development.

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.

Students will be assessed individually within each course based on the criteria of the course. Criteria include various scores on tests and quizzes, research papers, and clinical competencies. Each course will use a feedback in the form of course evaluations at the end of each semester in which the students may identify problems or concerns with the course and instructor. Each clinical site will perform midterm and end of term evaluations of the students to assess their progression as sonographers and their ability to work in a clinical setting with real patients. During the 3rd semester of the program, students will take the ARDMS Physics and Instrumentation national certification exam. This will provide a measurable assessment of student success based against a national pool of students. Upon completion of the DMS program, students will take the ARDMS Abdominal Sonography exam, which will provide an additional national measure.

b. **Closing the loop.** How will you ensure that the assessment findings will be used to improve the program?

Course evaluation results will be provided to each instructor to be used for course improvement. Data collected from clinical rotation site evaluations will be used to improve rotations and ensure competencies are being met. The program exit interview and post-graduation survey data will be used to evaluate the overall program from the perspective of graduates and employer surveys will be used to evaluate the overall program from the perspective of employers. The information collected will be shared with the radiographic science faculty and advisory committee who will discuss and create a plan to revise the program as appropriate to better meet the needs of students.

c. **Measures used.** What direct and indirect measures will be used to assess student learning?

Direct assessment measures include case studies, examinations, research projects, presentations, evaluation of competence during clinical rotations, and simulations. Passage of the American Registry for Diagnostic Medical Sonography (ARDMS) Sonography Principles and Instrumentation Examination (SPI) national certification exam will also be used as a direct measure of assessment for those completing the didactic physics portion of the program. The ARDMS Abdomen Examination national certification exam will be used as a direct measure of assessment for the other didactic and clinical portions of the program. Indirect assessment measures will include clinical rotation site evaluation, exit interviews, post-graduation survey, and employer survey.

d. **Timing and frequency**. When will assessment activities occur and at what frequency?

Course assessments will occur at the end of each course. At the conclusion of each semester, clinical instructors will complete an evaluation of the student at their facility. The exit interview will occur at the end of the student's final semester. The post-graduation survey will be conducted one year following graduation. The employer survey will be conducted one year following graduation.

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)**			
	FY14	FY15	FY16	FY17 (most recent)	FY14	FY15	FY16	FY17 (most recent)
BSU https://hs.boisestate.edu/radsci/files/2016/01/CAAHEP-Outcomes-2018.pdf	8	6	5	8	7	6	5	8
ISU	0	0	0	0	0	0	0	0
UI	0	0	0	0	0	0	0	0
LCSC	0	0	0	0	0	0	0	0
CEI	0	0	0	0	0	0	0	0
CSI	0	0	0	0	0	0	0	0
CWI	0	0	0	0	0	0	0	0
NIC	0	0	0	0	0	0	0	0

14. **Projections for proposed program:** Using the chart below, provide projected enrollments and number of graduates for the proposed program:

Proposed Program: Projected Enrollments and Graduates First Five Years											
Program Name: Diagnostic Medical Sonography											
Projected Fall Term Headcount Enrollment in Program						**Projected Annual Number of Graduates From Program**					
FY20 (first year)	FY21	FY22	FY23	FY24	FY25	FY21 (first year)	FY22	FY23	FY24	FY25	FY26
6	6	6	6	6	6	6	6	6	6	6	6

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?

ISU Radiographic Science program looked at both local and statewide demand for sonographers in determining the need in the near future and projections of population growth across the state. The RS program also evaluated local clinical site availability to determine the cohort size of the DMS program. While sonographers, and therefore sonography education, is in high demand, student cohort size is limited by clinical education site availability. DMS students must be supervised by registered sonographers and be at a clinical site with enough patient volume and variety to allow students to see all the clinical exams required by the American Registry for Diagnostic Medical Sonography (ARDMS), the national certification exam board. Currently each clinical site meeting the exam and educational requirements only allows 1 sonography student at a time. With 6 sites meeting the criteria, the student cohort size is limited to 6. It may be possible in the future to expand the cohort size as the program becomes more efficient and the clinical sites allow more students at their facilities. Since sonography is the most sought after advanced modality by both current and potential RS students, most applicants to the DMS program will be recent ISU RS graduates. However, many other technologists in the local area have expressed great interest in completing a sonography program if it were offered by ISU.

16. **Minimum Enrollments and Graduates.**

a. 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?

The minimum enrollment needed for program continuation is 6. This is based on clinical site availability. If additional, qualified clinical sites become available, the program can increase enrollment. If required participation is not met, the current cohort will finish the program as scheduled until completion and the program will be discontinued.

b. What is the sunset clause by which the program will be considered for discontinuance if the projections or expectations outlined in the program proposal are not met?

The Sonography Program will be delivered as a cohort over 3 consecutive semesters (Summer, Fall, and Spring). If it is determined that the program must be discontinued, the current cohort will be completed and no further cohorts enrolled.

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 current RS classroom will be used for didactic and laboratory instruction during the Summer semester. During Fall and Spring semesters an existing campus classroom will be used for didactic instruction. Sonography simulation equipment purchased by the Family Practice Medical Residency program will also be used in training DMS students. The DMS program will use existing computer labs, if needed. Instructional tools currently used by the RS program will also be used by the DMS 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?

There will be no impact on existing programs due to the use of physical resources by the DMS program. All use of the DMS program will be scheduled around and coordinated with those programs using the existing space. The RS classroom is not in use during Summer semester, leaving it open for the DMS program. The sonography simulation equipment purchased by the Family Practice Medical Residency program will only be used in workshops infrequently; the DMS program will coordinate to use the simulation equipment when not in use by the Family Practice Medical Residency 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.

The DMS program will need a few start-up physical resources such as a furnished/refurbished office and computer for the new DMS faculty. As is stated in the attached budget form, this one-time cost will approximate $2,000.

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.

There will be no additional library resources needed in establishing the Diagnostic Medical Imaging Certificate.

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.

There will be no additional library resources needed in establishing the Diagnostic Medical Imaging Certificate.

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?

To establish and maintain the DMS program, one Clinical Assistant Professor (1 FTE) and one Office Specialist II (0.25 FTE) will need to be hired. No additional section of existing courses will be offered. As listed above in the new courses for the program, the capacity is limited to the cohort size of 6 students.

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 RS program director will oversee the initial startup of the DMS program. After the program is established, the program will be administered by the hired clinical assistant professor. The current RS clinical coordinator will serve as clinical coordinator for the DMS program. The current RS OSII (0.5 FTE) will be expanded to 0.75 FTE and will be used as administrative support for the DMS program.

c. **Impact on existing programs**. What will be the impact on existing programs of increased use of existing personnel resources by the proposed program? How will quality and productivity of existing programs be maintained?

The main impact on personnel resources of the new DMS program will be on the clinical coordinator of the RS program. As part of hiring a clinical assistant professor to teach the courses in the DMS program, the clinical assistant professor will also teach courses in the RS program. This will free up time from the RS clinical coordinator to also be clinical coordinator for the DMS program.

d. **Needed resources.** List the new personnel that must be hired to support the proposed program. Enter the costs of those personnel resources into the budget sheet.

To establish and maintain the DMS program, one Clinical Assistant Professor (1 FTE) and one Office Specialist II (0.25 FTE) will need to be hired. The costs are contained in the budget sheet.

20. Revenue Sources

a) **Reallocation of funds:** If funding is to come from the reallocation of existing state appropriated funds, please indicate the sources of the reallocation. What impact will the reallocation of funds in support of the program have on other programs?

N/A

b) **New appropriation**. If an above Maintenance of Current Operations (MCO) appropriation is required to fund the program, indicate when the institution plans to include the program in the legislative budget request.

This DMS program will be funded through a self-supporting model (see section d) ii). No appropriated funds are being requested.

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?

N/A

ii. Describe the federal grant, other grant(s), special fee arrangements, or contract(s) that will be valid to fund the program. What does the institution propose to do with the program upon termination of those funds?

N/A

d) **Student Fees**:

i. If the proposed program is intended to levy any institutional local fees, explain how doing so meets the requirements of Board Policy V.R., 3.b.

N/A

ii. Provide estimated cost to students and total revenue for self-support programs and for professional fees and other fees anticipated to be requested under Board Policy V.R., if applicable.

The Self-Support Academic Program fee (as defined in Board Policy V.R.3.b.v) that will be charged is **$277.09** per credit hour. For the 46 credits required for completion of the proposed program, the total cost will be $12,746.25.

The Self-Support Academic Program Fees (along with Portneuf Medical Center and ISU Family Practice Medical Residency's local index) will cover the costs of the program by the second year and will be able to pay back any amounts owed by the third year.

The Family Practice Medical Residency program at ISU will fund 0.15 FTE for a sonography faculty member paid for out of a local account. The Residency program is trying to expand the sonography training of their residents and would use the sonography faculty member as a resource to develop and implement that training. While the Family Practice Medical Residency program's contribution is critical to the success of being able to offer this program, they are not contributing to the instruction of the six proposed sonography students. In addition, Portneuf Medical Center (PMC) has pledged to fund 0.35 FTE for a sonography faculty member. PMC, as well as other healthcare institutions, has seen a paucity of trained sonographers in Southeastern Idaho and is willing to financially support the Diagnostic Medical Sonography program at ISU. Having a DMS program locally will create a better, highly trained pool of sonographers to support local healthcare institutions. New monies will be obtained through student tuition and fees to come directly back to the RS program to fund one Clinical Assistant Professor (1 FTE) and one Office Specialist II (0.25 FTE). The ISU Budget Office has also agreed to a reduced facility fee as only 6 additional students will need to be processed. See the budget sheet for details of the expected revenue and expenses.

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 2020		FY 2021		FY 2022		FY 2023	
	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments	6	6	6	6	6	6	6	6
B. Shifting enrollments	0	0	0	0	0	0	0	0
Total Enrollment	6	6	6	6	6	6	6	6

II. REVENUE

	FY 2020		FY 2021		FY 2022		FY 2023	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. New Appropriated Funding Request	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2. Institution Funds	$4,499.28	$0.00	$14,187.84	$0.00	$14,670.92	$0.00	$15,164.90	$0.00
3. Federal	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4. New Tuition Revenues from Increased Enrollments	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5. Student Fees	$24,750.00	$0.00	$76,477.50	$0.00	$78,771.83	$0.00	$81,134.98	$0.00
6. Other (i.e., Gifts)	$5,249.16	$0.00	$33,104.96	$0.00	$34,232.16	$0.00	$35,384.77	$0.00
Total Revenue	$34,498	$0	$123,770	$0	$127,675	$0	$131,685	$0

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 2020		FY 2021		FY 2022		FY 2023	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
A. Personnel Costs								
1. FTE	1.25	0.00	1.25	0.00	1.25	0.00	1.25	0.00
2. Faculty	21,666.67	0.00	66,950.00	0.00	68,958.50	0.00	71,027.26	0.00
3. Adjunct Faculty	0.00	0.00	9,295.71	0.00	9,574.58	0.00	9,861.82	0.00
4. Graduate/Undergrad Assistants	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5. Research Personnel	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
6. Directors/Administrators reallocated	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7. Administrative Support Personnel reallocated	$2,062.67	$0.00	$6,373.64	$0.00	$6,564.85	$0.00	$6,761.79	$0.00
8. Fringe Benefits	$9,738.74	$0.00	$33,240.35	$0.00	$34,716.31	$0.00	$36,206.55	$0.00
9. Other: Overhead	$100.00	$0.00	$300.00	$0.00	$300.00	$0.00	$300.00	$0.00
Total Personnel and Costs	$33,568.07	$0.00	$116,159.70	$0.00	$120,114.24	$0.00	$124,157.42	$0.00

Attachment 1

	FY 2020		FY 2021		FY 2022		FY 2023	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
B. Operating Expenditures								
1. Travel	$1,500.00	$0.00	$1,500.00	$0.00	$1,500.00	$0.00	$1,500.00	$0.00
2. Professional Services	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3. Other Services	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4. Communications	$1,200.00	$0.00	$1,200.00	$0.00	$1,200.00	$0.00	$1,200.00	$0.00
5. Materials and Supplies	$2,000.00	$0.00	$2,000.00	$0.00	$2,000.00	$0.00	$2,000.00	$0.00
6. Rentals	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7. Materials & Goods for Manufacture & Resale	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
8. Miscellaneous	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Operating Expenditures	$4,700	$0	$4,700	$0	$4,700	$0	$4,700	$0

	FY 2020		FY 2021		FY 2022		FY 2023	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
C. Capital Outlay								
1. Library Resources	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2. Equipment	$0.00	$2,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Capital Outlay	$0	$2,000	$0	$0	$0	$0	$0	$0

	FY 2020		FY 2021		FY 2022		FY 2023	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
D. Capital Facilities Construction or Major Renovation	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
E. Other Costs	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
Utilites	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Maintenance & Repairs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Other Costs	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL EXPENDITURES:	$38,268	$2,000	$120,860	$0	$124,814	$0	$128,857	$0
Net Income (Deficit)	-$3,770	-$2,000	$2,911	$0	$2,861	$0	$2,827	$0

Budget Notes (specify row and add explanation where needed; e.g., "I.A.,B. FTE is calculated using…"):

II. 2./III A	Family Practice Medical Residency will pay 15% of the Clin Assist Prof's salary from LFEME01 (local index)
II. 6./III A	Portneuf Medical Center will pay 35% of the Clin Assist Prof salary
II. 5./III A	The Self-Support Academic Program Fee will cover the remaining 50% of the Clin Assist Prof salary
III A 9., B	The Self-Support Academic Program Fee will cover the costs of offering the certificate
0	0
0	0
0	0
0	0

April 26, 2018

To Whom It May Concern

I am the Director of Diagnostic Services for Madison Memorial Hospital located in Rexburg Idaho. Recently, I have had an Ultrasound Sonographer retire. Ultrasound Sonographers registered in both Radiology and Ultrasound are very difficult to find in rural Idaho. My Ultrasound position as been posted for over three months to find a qualified individual registered with both credentials. With my current posting, I have run out of time. Therefore, I will be hiring a Sonographer from California with no Radiology background. This will require sending them for schooling to become a registered Radiology Technologist. In the last 15 years, Madison has recruited four Sonographers out of California to fill our staffing needs who only have their Sonography license.

As healthcare continues to reduce reimbursement rates for procedures coupled with living in rural Idaho, it is imperative to have Sonographers perform x-ray exams when there are no Ultrasound studies scheduled. As hospitals perform their community needs assessments to determine needs of their communities, changes are required to account for these needs. A need in eastern Idaho is an Ultrasound program. Idaho State University Radiographic Science Department is a top-notch school with outstanding professors, highly skilled in this profession. I highly recommend for your consideration adding an Ultrasound Program to this department with the latest ultrasound technology to train these future alumni. This would really benefit east Idaho hospitals as sonographer positions arise, benefits the University, but more importantly, benefits the people of eastern Idaho in fulfilling their dreams of becoming Ultrasound Sonographers while continuing to live in beautiful eastern Idaho.

Thank you for your consideration,

Casey Dye
Director of Diagnostic Services
Madison Memorial Hospital
Rexburg, Idaho

Idaho State
UNIVERSITY

Family Medicine Residency
465 Memorial Drive
Pocatello, Idaho 83201

September 19, 2018

To Whom It May Concern:

Beginning in January, 2018, the Idaho State University Family Medicine Residency has been in discussion with the Idaho State University Radiographic Sciences Department about our mutual expansion into teaching ultrasonography. At the same time that ISU Radiographic Sciences is planning to expand with a post-graduate ultrasound technologist program to meet the need for qualified sonographers within our area, ISU Family Medicine Residency is expanding our training to physicians in using ultrasound as a diagnostic tool within the outpatient clinic and at the bedside in the hospital. Ultrasound is becoming an important tool in patient care and formal ultrasound training will put us at the forefront in post-graduate physician training.

Working with ISU Radiographic Sciences, we have developed a tentative plan for a shared faculty position, taking advantage of an experienced sonographer on faculty to train physicians in ultrasound technique both during didactics as well as during scheduled ultrasound clinics. We are invested in this new faculty position and have committed 0.15 FTE from our budget for the position. We see the benefit of the interdisciplinary teaching opportunity and look forward to the future when ISU Family Medicine Residency Physicians and ISU Radiographic Sciences students can work together in patient care at a joint clinic site.

Sincerely,

Dr. Brandon Mickelsen
Family Medicine Residency Director
Idaho State University

Cc: aw

Phone: (208) 282-4508 • Fax: (208) 282-4818 • www.fmed.isu.edu
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SUBJECT

Board Policy III.E. Certificates and Degrees – First Reading

REFERENCE

December 2013	Board approved first reading of amendments to Board Policy III.E that included updates to definitions for technical certificates and credit hour.
February 2014	Board approved the second reading of amendments to Board Policy III.E.
June 2018	Board approved the first reading of amendments to Board Policy III.E.

APPLICABLE STATUTES, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.E. and Section III.P.

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

Board Policy III.E. provides definitions for certificates and degrees to include credit requirements for career technical education (CTE) programs and academic programs. Proposed amendments add a definition of an applied baccalaureate degree and minimum credits required, which would be distinctive from the existing definition of an academic baccalaureate degree. The current definition describes degree requirements that are based on the length of time a student would pursue full-time study. The update to the definition will provide greater clarity, as it will specify the maximum number of semester credit hours required for program completion. A provision was included to the definition to enable the Board to approve an exception due to accreditation, certification or professional licensure requirements. Updated definitions for an associate degree and baccalaureate degree were added to include similar language with regard to exceptions and credit requirements.

Additional changes include a proposed definition for a graduate certificate and micro-certifications. Board Policy III.E. provides definitions for certificates and degrees. Approval procedures and other program processes are covered in other Board policies or at the agency administrative process level as applicable.

IMPACT

Proposed amendments will distinguish an applied baccalaureate degree from the current generic baccalaureate degree definition. Amendments will also add clarifying language allowing for individuals and institutions to better distinguish between the types of academic certificates, as well as microcertification.

ATTACHMENTS

Attachment 1 – Board Policy III.E. Certificates and Degrees – First Reading

STAFF COMMENTS AND RECOMMENDATIONS

At the Board's June 21, 2018 meeting, Board members asked staff to include a clear definition of an applied baccalaureate degree, separate from the academic baccalaureate degree. Staff reviewed existing policy language, included amendments to update existing definitions for other academic degrees, and provided new definitions of a graduate certificate and micro-certifications (badges). At their November 29, 2018 meeting, the Instruction, Research, and Student Affairs committee asked staff to review all sections of Board Policy III.E and update policy language where necessary.

The Council on Academic Affairs and Programs reviewed the proposed policy amendments at their November 15, 2018 meeting. The Instruction, Research, and Student Affairs committee reviewed the proposed amendments at its November 29, 2018 and January 31, 2019 meetings.

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

SUBSECTION: E. Certificates and Degrees ~~February 2014~~April 2019

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 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 undergraduate certificate or a degree.

~~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 Undergraduate 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~~ may lead to an academic degree.

~~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. Graduate Certificate
A credential awarded for completion of a coherent program of study consisting of nine (9) or more semester credits of graduate course work, representing a coherent body of knowledge that may lead to a degree or may be unique and standalone.

~~ii~~iv. Technical Certificate of Completion
A career technical credential awarded by the institution consisting of seven (7) semester credits or less that represents mastery of a defined set of competencies.

~~i~~v. Basic Technical Certificate

A credential awarded for completion of requirements in an approved career technical program of at least eight (8) semester credit hours and represents mastery of a defined set of competencies.

vi. Intermediate Technical Certificate
A credential awarded for the completion of requirements in an approved career technical program of at least 30 semester credit hours and represents mastery of a defined set of competencies.

vii. Advanced Technical Certificate
A credential awarded for completion of requirements in an approved career technical program of at least 52 semester credit and represents mastery of a defined set of competencies.

viii. Microcertification
A credential in a narrowly focused area within career technical program or academic program that confirms mastery through a formal assessment of a specific industry-related skillset or topic. Completion of multiple microcertification courses may lead to a certificate.

b. ASSOCIATE OF APPLIED SCIENCE DEGREE: A credential awarded for completion of requirements in an approved career 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 the equivalent of ~~at least two (2) but normally less than four (4) years of~~ 60 semester credits of ~~full-time~~ academic work. An Associate Degree shall not require more than 60 semester credits unless necessary for matriculation to a specific baccalaureate program or for unique accreditation, certification, or professional licensure purposes or by exception approved by the Board.

d. BACCALAUREATE DEGREE: A credential awarded for completion of requirements entailing the equivalent of ~~at least four (4) years of~~ 120 semester credits of ~~full-time~~ academic work. A baccalaureate degree shall not require more than 120 semester credits unless needed for unique accreditation, certification, professional licensure purposes, or by exception approved by the Board.

e. APPLIED BACCALAUREATE DEGREE: A credential awarded for completion of requirements entailing the equivalent of 120 semester credits of academic and

career technical coursework (includes a minimum of 36 general education credits). An applied baccalaureate degree shall not require more than 120 semester credits unless needed for unique accreditation, certification, or professional licensure purposes or by exception approved by the Board.

~~e~~f. ~~MASTER'S~~ GRADUATE DEGREES: 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. Graduate degrees consist of master's degrees, specialist degrees, and doctoral degrees.

~~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 Career 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 in subsection 1~~,~~ ~~but~~; however, all credit requirements must receive Board 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 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.

SUBJECT

Board Policy III.G, Postsecondary Program Approval and Discontinuance – First Reading

REFERENCE

June 19, 2013	Board supported moving forward with policy amendments to III.G that would streamline and simplify procedures for program review and approval.
October 17, 2013	Board approved the first reading to repeal Board Policy III.F, Academic and Program Affairs and amendments to Board Policy III.G, Instructional Program Approval and Discontinuance.
December 19, 2013	Board approved the second reading of proposed amendments to Board Policy III.G.
August 13, 2015	Board approved the first reading of proposed amendments to Board Policy III.G. Proposed amendments changed approval procedures for certificates and program expansions to align with the Northwest Commission on Colleges and Universities (NWCCU) standards. A new section for career technical program inactivation was also added.
October 22, 2015	Board approved the second reading of proposed amendments to Board Policy III.G.
August 16, 2018	The Board approved the second reading of proposed amendments to Board Policy III.Z, which added the responsibility for delivering applied baccalaureate degrees to the academic service regions.

APPLICABLE STATUTES, RULE OR POLICY

Idaho Code, Section 33-2107A – Establishment and Operation of Third and Fourth Year College Curriculum in Community College. Idaho State Board of Education Governing Policies & Procedures, Section III.G.

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

Board Policy III.G. Postsecondary Program Approval and Discontinuance is to provide Idaho's public institutions with procedures for the development, approval, and discontinuation of academic and career technical programs. Proposed amendments add procedures for review and approval of academic and career technical microcertifications and add a new provision to Subsection 3.c.i(3) regarding proposal submission and approval procedures for applied baccalaureate degree programs proposed by community colleges.

Other changes include:

- Clarifying Subsection 3.d. regarding procedures for graduate certificates of 30 credits or less to require a letter of notification rather than a program proposal. This is consistent with procedures for undergraduate certificates.
- Moving existing language regarding name changes and CIP code changes under Subsection 3.d.i. and creating a new subset for program changes.
- Amending Subsection 4.b to combine career technical programs and components from Subsection 4.c into one section that would clarify procedures for options, and adding a new subset under 4.b that will provide review and approval procedures for microcertifications.
- Reorganizing Subsection 4.c to remove career technical education components, which is now under Subsection 4.b and remove career technical education program inactivation, which is covered under its own section, Subsection 4.d.
- Moving existing language regarding name changes/CIP code changes under 4.d. to be its own section for program changes.

IMPACT

Approval of proposed amendments will create efficiencies and provide requirements for program approval of applied baccalaureate degrees and microcertifications.

ATTACHMENTS

Attachment 1 – Board Policy III.G. Postsecondary Program Approval and Discontinuance – First Reading

STAFF COMMENTS AND RECOMMENDATIONS

During the three-year planning process last year, a number of community colleges notified the Board of their intent to deliver baccalaureate programs. To facilitate this process, the Board approved amendments to Board Policy III.Z, which added the community colleges to academic service regions alongside the four-year institutions to help address the baccalaureate degree needs within their region.

Board Staff is now bringing forward amendments to Board Policy III.G Postsecondary Program Approval and Discontinuance, which will provide procedures for the submission, review, and approval of proposed applied baccalaureate programs. This includes a provision requiring community colleges to obtain Board approval of proposed baccalaureate programs regardless of financial impact pursuant to Section 33-2107A, Idaho Code. 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 November 15, 2018 meeting. The Instruction, Research, and

Student Affairs committee reviewed the proposed amendments at its January 31, 2019 meeting.

Staff recommends approval.

BOARD ACTION

I move to approve the first reading of proposed amendments to Board policy III.G. Postsecondary Program Approval and Discontinuance 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 ~~October 2015~~ April 2019
SUBSECTION: G. Postsecondary Program Approval and Discontinuance

The Board is responsible for the establishment, maintenance, and general supervision of policies and procedures governing the academic and program affairs of the institutions. This subsection shall apply to the University of Idaho, Idaho State University, Boise State University, Lewis-Clark State College, North Idaho College, College of Eastern Idaho, College of Southern Idaho, and College of Western Idaho.

Program planning shall be a collaborative process which includes the Board, Board staff, the institutions, faculty, external advisory groups, regional and specialized accreditation bodies, and other stakeholders pursuant to Board Policy Section III.Z.

1. Classifications and Definitions

   a. Instructional Unit(s) shall mean departments, institutes, centers, divisions, schools, colleges, campuses, branch campuses, and research units (e.g. extension centers) that are responsible for academic programs or career technical programs.

   b. Administrative Unit(s) shall mean offices, centers, bureaus, or institutes that are responsible for carrying out administrative functions, research, or public service as their primary purpose, and are not responsible for academic or career technical programs.

   c. Academic Program(s) shall mean a systematic, usually sequential, grouping of courses forming a considerable part, or all, of the requirements (i.e., curricula) that provides the student with the knowledge and competencies required in a specialized field (i.e., major) for an academic certificate, an associate's, baccalaureate, master's, specialist, or doctoral degree as defined in Board Policy Section III.E. A course or series of courses leading to an Academic Certificate of Completion is not considered an academic program for approval purposes.

   d. Major(s) shall mean a principal field of academic specialization that usually accounts for 25 to 50 percent of the total degree requirements. The concentration of coursework in a subject-matter major serves to distinguish one program from others leading to the same or a similar degree.

   e. Academic Program Components shall include options, minors, emphases, tracks, concentrations, specializations, and cognates as defined by each institution.

   f. Career Technical Program(s) shall mean a sequence or aggregation of competencies that are derived from industry-endorsed outcome standards and directly related to preparation for employment in occupations requiring career technical certificates, microcertifications, or an associate of applied science degree as defined in Board Policy Section III.E. These programs must include

competency-based applied learning that contributes to an individual's technical skills, academic knowledge, higher-order reasoning, and problem-solving skills. A course or series of courses leading to a technical certificate of completion is not considered a program for approval purposes.

g. Career Technical Program Components including microcertifications shall ~~include option(s); which shall~~ mean ~~alternative~~ instructional paths to fields of specialized employment, consisting of more than one specialized course, and may have a separate advisory committee.

h. Financial Impact shall mean the total financial resources, regardless of funding source, needed to support personnel costs, operating expenditures, capital outlay, capital facilities construction or major renovation, and indirect costs that are incurred as a direct result of the new instructional program or modification to an existing program. This includes instructional and administrative units.

2. Roles and Responsibilities

a. Institutions shall establish internal program review processes and procedures. Institutions shall follow their internal review processes and procedures pursuant to Board Policy Section III.H. prior to forwarding proposals to the Board.

b. Program proposals shall be reviewed by the Council on Academic Affairs and Programs (CAAP). CAAP shall make recommendations to the Instruction, Research, and Student Affairs (IRSA) committee on instructional programmatic matters and related policy issues.

c. The Idaho Division of Career Technical Education shall review and make recommendations as appropriate to the IRSA Committee and/or the Board on instructional programmatic matters and policy issues related to their roles and responsibilities. The State Administrator is authorized by the Board to approve academic and career technical microcertifications developed by institutions pursuant to the fiscal impact limits established in subsection 4.b in this policy.

d. The Professional Standards Commission shall review and make recommendations as appropriate to the Board on ~~teacher education, and teaching standards~~ educator preparation programs.

3. Academic Program Proposal Submission and Approval Procedures

Subsequent to institutional review and consistent with institutional policies, all requests requiring Board or Executive Director approval will be submitted by the

institution to Board staff as a proposal in accordance with a template developed by the Board's Chief Academic Officer. Each proposal shall be reviewed by CAAP within 30 days from receipt of said proposal.

a. Branch Campuses - The establishment of a new branch campus or change in location geographically apart from the main campus where the institution offers at least 50% of an education program shall require Board approval regardless of fiscal impact. This subsection of policy excludes community colleges.
b. Learning Outcomes - All postsecondary program approvals will include identifiable learning outcomes and competency measurements for graduates of their programs as defined in Board Policy III.X.

c. Academic Programs
   i. All new, modification of, and/or discontinuation of academic program majors shall require completion of the program proposal prior to implementation. This includes certificates of 30 credits or more; associates, bachelors, masters, specialist, and doctoral degrees; instructional and administrative units. Proposals requiring new state appropriations shall be included in the annual budget request of the institution for Board approval.

      1) Prior to implementation, an institution shall obtain Board approval of any new, modification of, and/or discontinuation of academic or career technical programs, including instructional and administrative units with a financial impact of $250,000 or more per fiscal year.
      2) Prior to implementation, an institution shall obtain Executive Director approval of any new, modification of, and/or discontinuation of academic or career technical programs, and instructional and administrative units with a financial impact of less than $250,000 per fiscal year.
      3) Pursuant to Section 33-2107A Idaho Code, community colleges shall obtain Board approval of any new applied baccalaureate program regardless of fiscal impact.
      ~~3~~4)Prior to implementation, an institution shall obtain Board approval of any new, modification, and/or discontinuation of all graduate ~~academic~~ programs leading to a master's, specialist, or doctoral degree regardless of fiscal impact.
      ~~4~~5)The Executive Director may refer any proposal to the Board or subcommittee of the Board for review and action.

   ~~5)~~ii. Modifications to existing programs shall include, but not be limited to, the following:

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: III. POSTSECONDARY AFFAIRS ~~October 2015~~ April 2019
SUBSECTION: G. Postsecondary Program Approval and Discontinuance

~~a)~~1) Expanding ~~of~~ an existing program outside a designated service region.
~~b)~~2) Converting one program option into a stand-alone program.
~~c)~~3) Consolidating an existing program to create one or more new programs.
~~d)~~4) Adding a degree program not already approved by the Board.
~~e)~~5) Adding courses that represent a significant departure from existing program offerings or method of delivery from those already evaluated and approved by the Board.
~~f)~~6) Transitioning of existing programs to an on-line format.
~~g)~~7) Changes from clock hours to credit hours or vice-versa, or substantial increase or decrease in the length of a program or number of clock or credit hours awarded for successful completion of program.

iii. Microcertification requests requiring approval will be submitted by the institution to the Division of Career Technical Education (Division) through an approval process in accordance with a template developed by the Division staff. Each request shall be reviewed within 30 days from receipt of request. Academic microcertifications shall be reviewed by Division and Board staff.

1) Prior to implementation, an institution shall obtain State Administrator approval of any new, modification , or discontinuation of a microcertification as defined in Board Policy III.E.
2) Within a microcertification, specific information shall be contained where the microcredential was earned, the detailed criteria required to earn it, the name of the student and the program to ensure the microcredential is specific to the individual who earns it.

i~~i~~v. All doctoral program proposals shall require an external peer review. The external peer-review panel shall consist of at least two (2) members and will be selected by the Board's Chief Academic Officer and the requesting institution's Provost. Board staff will notify the institution in writing whether it may proceed with the external peer-review process. External reviewers shall not be affiliated with a public Idaho institution. The review shall consist of a paper and on-site peer review, followed by the issuance of a report and recommendations by the panel. Each institution shall provide the panel with a template developed by the Board's Chief Academic Officer. The peer reviewer's report and recommendations will be a significant factor of the Board's evaluation of the program.

~~iii~~v. New educator preparation programs require concurrent submission of the program proposal to the Board office and the Professional Standards

Commission (PSC) prior to implementation. The PSC ensures programs meet the Idaho standards for certification. The Board office ensures the program proposal is consistent with the program approval process and meets the standards approved by the Board and established in rule. The PSC makes recommendations to the Board for approval of programs as vehicles for meeting the state certification requirements.

d. Academic Program Components, Program Changes, and Procedures

New, modification, and/or discontinuation of academic program components, and academic undergraduate and graduate certificates of thirty (30) credits or less may require a proposal. For academic program components requiring a proposal, subsection 3.c.i. of this policy applies.

i. New, modification, and/or discontinuation of academic program components; academic undergraduate and graduate certificates of thirty (30) credits or less; ~~program name or title changes to degrees, departments, divisions, colleges, or centers; or changes to Classification of Instructional Programs (CIP) codes~~ credit changes to existing programs require a formal letter notifying the Office of the State Board of Education prior to implementation of such changes.

ii. Program name or title changes to degrees, departments, divisions, colleges, or centers; or changes to Classification of Instructional Programs (CIP) codes require a formal letter notifying the Office of the State Board of Education prior to implementation of such changes. Name changes for non-functional purposes are approved pursuant to Board Policy I.K. Naming/Memorializing Building and Facilities.

iii. If the change is judged to be consistent with academic program components and program changes as provided in this section, Board staff will notify the institution in writing that they may proceed with said changes. If the change is determined to be inconsistent with academic program components or the CIP code change represents a significant departure from existing offerings, Board staff will notify the institution in writing and they will be required to complete a program proposal.

i~~ii~~v. Changes to program names or degree titles related to Statewide Program Responsibilities as provided in Board Policy III.Z., ~~require a proposal as specified in subsection 3.b.i of this policy, and shall be~~ must be requested in writing and submitted to Board staff for review~~ed~~ and approv~~ed~~al by the Board.

~~i~~v. Minor curriculum changes~~, minor curriculum changes; minor credit changes~~ in a program; descriptions of individual courses; and other routine catalog changes do not require notification or approval.

4. Career Technical Program~~s~~ Proposal Submission and Approval Procedures

All career technical program requests requiring Board or Executive Director approval will be submitted by the institution to the Division of Career Technical Education as a proposal in accordance with a template developed by Board staff. Each proposal shall be reviewed within 30 days from receipt of said proposal. Requests requiring new state appropriations shall be included in the annual budget request of the State Division of Career Technical Education for Board approval~~.~~

a. Learning Outcomes
All postsecondary program approvals will include identifiable learning outcomes and competency measurements for graduates of their programs as defined in Board Policy Section III.X.

b. Career Technical Programs and Components

i. All new, modification, and/or discontinuation of career technical programs and components, shall require completion of the program proposal prior to implementation. This includes instructional and administrative units. Career technical program proposals shall be forwarded to the State Administrator of the Division of Career Technical Education for review and recommendation. The State Administrator shall forward the request to CAAP for its review and recommendation. Once CAAP and/or State Administrator recommends approval, the proposal shall be forwarded, along with recommendations, to the Board for action.

1) Prior to implementation, an institution shall obtain Board approval of any new, modification, and/or discontinuation of career technical programs and components with a financial impact of $250,000 or more per fiscal year.
2) Prior to implementation, an institution shall obtain Executive Director approval of any new, modification, and/or discontinuation of career technical programs and components with a financial impact of less than $250,000 per fiscal year.
3) The Executive Director may refer any proposal to the Board ~~or subcommittee of the Board~~ for review and action.

~~4)~~ii. Modifications to existing programs shall include, but not be limited to, the following:

~~a)~~1) Expanding an existing program outside a designated service region.
~~b)~~2) Converting one program option into a stand-alone program.
~~c)~~3) Consolidating an existing program to create one or more new programs.
~~d)~~4) Adding a certificate or degree program not already approved by the Board.
~~e)~~5) Adding courses that represent a significant departure from existing program offerings or method of delivery from those already evaluated and approved by the Board.
~~f)~~6) Transitioning of existing programs to an on-line format.
~~g)~~7) Changes from clock hours to credit hours or vice-versa, or substantial increase or decrease in the length of a program or number of clock or credit hours awarded for successful completion of program.

iv. Microcertification requests requiring approval will be submitted by the institution to the Division of Career Technical Education through an approval process in accordance with a template developed by Division of Career Technical Education staff. Each request shall be reviewed within 30 days from receipt of request.

3) Prior to implementation, an institution shall obtain State Administrator approval of any new, modification , or discontinuation of a microcertification as defined in Board Policy III.E regardless of fiscal impact.
4) Within a microcertification, specific information shall be contained where the microcredential was earned, the detailed criteria required to earn it, the name of the student and the program to ensure the microcredential is specific to the individual who earns it.

c. Career Technical Program~~s Components~~Notification Procedures

~~New, modification of, and/or discontinuation~~ Program changes ~~of~~ to existing career technical programs ~~components~~ may require a proposal. For career technical programs ~~components~~ requiring a proposal, subsection 4.~~a~~b.i of this policy applies.

~~i. New, modification of, and/or discontinuation of career technical options for existing programs; or changes to a program's status to inactive, changes to CIP codes, or name title changes (e.g., programs, degrees, certificates, departments, divisions, colleges, or centers) require inactive requires a formal~~

~~letter and Attachment B form notifying the State Administrator prior to implementation of such changes.~~

~~ii.~~ i. Program name or title changes to degrees, departments, divisions, colleges, or centers; changes to CIP Codes; or credit changes to existing programs require a formal letter notifying the State Administrator prior to implementation of such changes.

ii. If the change is judged to be consistent with program ~~components~~ changes as provided in this section, the State Administrator will notify the institution in writing that they may proceed with said changes. If the change is determined to be inconsistent with definition of program components, the State Administrator will notify the institution in writing and they will be required to complete the program proposal.

iii. Minor changes to courses within a current program (e.g., course number, title, description, addition, deletion, and/or credit hours) must be submitted to the State Division of Career Technical Education.

~~c.~~ d. Career Technical Program Inactivation

i. The purpose of a career technical program inactivation is to respond to rapid changes in industry demand, allowing time for program assessment and inactivation. If industry demand for the program does not resume within three years following the inactivation, the program shall be discontinued pursuant to IDAPA 55.01.02.

ii. Program inactivation requires a formal letter notifying the State Administrator requesting inactivation. The letter will include:

1) Description and rationale for the modification
2) Implementation date
3) Arrangement for enrolled students to complete the program in a timely manner
4) Impact of accreditation, if any
5) Impact to current employees of the program
6) Impact on current budget

iii. The State Administrator will make a recommendation in writing to the Board office. The Board office will send notification to the institution.

iv. Program re-activation requires a formal letter notifying the State Administrator requesting re-activation.

5. Sunset Clause for Program Approval

Academic and career technical education programs approved by the Board or Executive Director must be implemented within five years. A program not implemented within five years from the approval date requires submission for approval of an updated proposal. Institutions shall notify the Board office in writing when an approved program has not been officially implemented. Institutions may request a change in the sunset timeframe indicated in the program proposal if a program's implementation is delayed for any reason.

6. Academic and Career Technical Program Proposal Denial Procedures

a. The Executive Director shall act on any request within thirty (30) days.

b. If the Executive Director denies the proposal he/she shall provide specific reasons in writing. The institution shall have thirty (30) days in which to address the issue(s) for denial of the proposal. The Executive Director has ten (10) working days after the receipt of the institution's response to re-consider the denial. If the Executive Director denies the request after re-consideration, the institution may send its request and the supporting documents related to the denial to the Board for final reconsideration.

7. Program Discontinuance

The primary considerations for instructional program discontinuance are whether the instructional program is an effective use of the institution's resources, no longer serves student or industry needs, or when programs no longer have sufficient students to warrant its allocation. This policy does not apply to instructional programs that are discontinued as a result of financial exigency as defined in Board Policy Section II.N.

For career technical program discontinuance, institutions shall adhere to criteria and procedures as provided in IDAPA 55.01.02.

a. Students - Institutions shall develop policies, in accordance with the Northwest Commission on Colleges and Universities Accreditation Handbook, which requires institutions to make appropriate arrangements for enrolled students to complete affected programs in a timely manner with minimum interruptions.

b. Employees - Any faculty or staff members whose employment the institution seeks to terminate due to the discontinuance of a program based upon Board Policy Section III.G. shall be entitled to the following procedures:

i. Non-classified contract employees, including non-tenured faculty, may be dismissed or have their contracts terminated or non-renewed in accordance with Board and institutional policies.

ii. State of Idaho classified employees shall be subject to layoff as provided in the rules of the Division of Human Resources. Classified employees of the University of Idaho shall be subject to layoff as provided in the policies of the University of Idaho.

iii. Tenured faculty will be notified in writing that the institution intends to dismiss them as a result of program discontinuance. This notice shall be given at least twelve (12) months prior to the effective date of termination.

iv. An employee who receives a notice of termination as a result of program discontinuance is entitled to use the internal grievance procedures of the institution. The sole basis to contest a dismissal following a program closure is in compliance with these policies.

8. Reporting

a. The Office of the State Board of Education shall report quarterly to the State Board of Education all program approvals and discontinuations approved by the Executive Director.

b. All graduate level programs approved by the State Board of Education require a report on the program's progress in accordance with a timeframe and template developed by the Board's Chief Academic Officer.

c. ~~Institutions shall notify the Board office in writing when an approved program has been officially implemented.~~

SUBJECT

Statewide Program Responsibility – Needs Assessment

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.
June 21, 2018	The Board approved the first reading of proposed amendments to Board Policy III.Z. Add responsibilities for applied baccalaureate degrees to each region.
August 16, 2018	The Board approved the second reading of proposed amendments to Board Policy III.Z. Add responsibilities for applied baccalaureate degrees to each region.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.Z, Planning and Delivery of Postsecondary Programs and Courses.
Section 33-113, Idaho Code, Limits of Instruction.

ALIGNMENT WITH STRATEGIC PLAN

GOAL 2: 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 C: Access - Increase access to Idaho's robust educational system for all Idahoans, regardless of socioeconomic status, age, or geographic location.

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, and to meet the statutory requirement to "as far as practicable prevent wasteful duplication of effort" by the institutions. Board Policy III.Z establishes statewide program responsibilities for the University of Idaho, Idaho State University, and Boise State University. Each institution is responsible for assessing the need for and, when determined necessary by the assessment, ensuring the statewide delivery of all educational programs. The universities conducted an analysis of their statewide program responsibilities and will present

the methodology for assessing the needs of statewide programs. There were multiple methods used for the assessment across institutions. The University of Idaho and Boise State University utilized similar methods through EMSI, Inc. EMSI provides labor market data to professionals in higher education, economic development, and workforce development. Idaho State University utilized internal methods for assessing programs.

IMPACT

Assessment will provide the Board with information where the institutions are meeting statewide program responsibilities.

ATTACHMENTS

Attachment 1 – Statewide Program Analysis

STAFF COMMENTS AND RECOMMENDATIONS

Board Policy III.Z provides that the Board will update the program list every two years. The Board last reviewed and approved amendments in December 2016 that updated institution's statewide program responsibilities.

BOARD ACTION

This is for informational purposes only.

Attachment 1

Boise State University III.Z Program Report

Program	Level(s)	2017 Degrees Awarded (N)	2017 Job Openings in Idaho	Job Growth 2022 Idaho	Job Growth 2028 Idaho	Enrollment	BSU's Program Capacity
Public Policy Administration	**M.S**	24 (24 in 2017-18)	314	8.4%	13.4%	Enrollments steady at ~65	85 enrollment with no additional investment of resources
	Ph.D.	0 (1 in 2017-18)	62	6.7%	12.5%	New in Fall 2013; enrollments have increased to ~35	50 enrollment with no additional investment of resources
CIP: 44.0401	Notes: The there is little specific connection between the discipline "public policy and administration" and potential jobs; therefore the predicted job opening analysis produces unreasonably high numbers. UI reported 12 MPA graduates for 2016-17						

Program	Level(s)	2017 Degrees Awarded (N)	2017 Job Openings in Idaho	Job Growth 2022 Idaho	Job Growth 2028 Idaho	Enrollment	BSU's Program Capacity
Community & Regional Planning	**M.C.R.P.**	4 (zero in 2017-18)	46	6.2%	10.2%	Program terminated because of low enrollment	N/A
	Ph.D.	No program offered	7	6.0%	9.8%	No program	N/A
CIP: 04.0301	Note: The MCRP program was discontinued because of low enrollments and low number of graduates.						

Attachment 1

Program	Level(s)	2017 Degrees Awarded (N)	2017 Job Openings in Idaho	Job Growth 2022 Idaho	Job Growth 2028 Idaho	Enrollment	BSU's Program Capacity
Social Work	**M.S.W. (shared statewide III.Z with ISU)**	112 (187 in 2017-18)	104	9.0%	17.3%	Enrollments have doubled in 3 years to 400 in Fall 2018, with ~100 in face to face and ~300 in online.	The online component can be scaled to meet demand and as of this summer the capacity will be 400. The face to face component has a combined capacity at all sites of 150.
	Ph.D.	No program offered	7	8.9%	17.9%		N/A
CIP: 44.0701	Notes: ISU did not report any MSW graduates in 2016-17. BSU's production of MSW graduates appears to be meeting the need in Idaho.						

Attachment 1

Idaho State University III.Z Program Report

Notes: Job openings, job growth, and graduates working in Idaho are from the Idaho Department of Labor. It is not known if graduates working in Idaho in the first quarter of 2018 are working specifically in a position related to their degree. Degrees awarded, enrollment, and program capacity are from Idaho State University – Office of Institutional Research.

Program	Level(s)	2017 Degrees Awarded (N)	2017 Job Openings in Idaho	Job Growth 2022 Idaho	Job Growth 2028 Idaho	Enrollment	ISU's Program Capacity	AY 2017 % of graduates working in Idaho in the first quarter of 2018. Data on employment is from the Idaho Department of Labor.
Audiology	**Au.D./Ph.D.**	4	3	19.4%	41.9%	In Fall 2017 there were 25 majors. Enrollment over 8 years has been steady with a 26.8 average.	25	50%
CIP: 51.0202	**Notes**: The U.S. Department of Labor classifies the occupation of audiologists as having a "Bright Outlook", which means occupations are expected to grow rapidly nationally in the next several years, or will have large numbers of job openings.							

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Program	Level(s)	2017 Degrees Awarded (N)	2017 Job Openings in Idaho	Job Growth 2022 Idaho	Job Growth 2028 Idaho	Enrollment	ISU's Program Capacity	AY 2017 % of graduates working in Idaho in the first quarter of 2018. Data on employment is from the Idaho Department of Labor.
Physical Therapy	**D.P.T./Ph.D.**	21	39	17.0%	37.9%	In Fall 2017 there were 75 majors. Enrollment over 8 years has been steady with a 73.8 average.	86	43%
CIP: 51.2308	**Notes**: The U.S. Department of Labor classifies the occupation of physical therapists as having a "Bright Outlook", which means occupations are expected to grow rapidly nationally in the next several years, or will have large numbers of job openings.							

Program	Level(s)	2017 Degrees Awarded (N)	2017 Job Openings in Idaho	Job Growth 2022 Idaho	Job Growth 2028 Idaho	Enrollment	ISU's Program Capacity	AY 2017 % of graduates working in Idaho in the first quarter of 2018. Data on employment is from the Idaho Department of Labor.
Occupational Therapy	**M.O.T.**	11	23	17.1%	38.3%	Enrollment over 8 years has increased from 25 in Fall 2010 to 43 in Fall 2017, with a 34.5 average.	48	73%
CIP: 51.2306	**Notes**: The U.S. Department of Labor classifies occupational therapists as having a "Bright Outlook", which means occupations are expected to grow rapidly nationally in the next several years, or will have large numbers of job openings.							

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Program	Level(s)	2017 Degrees Awarded (N)	2017 Job Openings in Idaho	Job Growth 2022 Idaho	Job Growth 2028 Idaho	Enrollment	ISU's Program Capacity	AY 2017 % of graduates working in Idaho in the first quarter of 2018. Data on employment is from the Idaho Department of Labor.
Pharmaceutical Practice	**M.S.**	0	42 (for medical scientists, except epidemiologists)	21.4%	43.6% (for 2026)	Enrollment over 8 years has decreased from a high of 12 in Fall 2012 to 0 in Fall 2017, with a 5.8 average.	9	No graduates in AY 2017
Pharmaceutical Practice	**Ph.D.**	1	42 (for medical scientists, except epidemiologists)	21.4%	43.6% (for 2026)	Enrollment over 8 years has decreased from a high of 9 in Fall 2010 to 4 in Fall 2017, with a 4.5 average.	9	100%
CIP: 51.2010	**Notes:** The U.S. Department of Labor classifies the medical scientist, except epidemiologists, as having a "Bright Outlook", which means occupations are expected to grow rapidly nationally in the next several years, or will have large numbers of job openings.							

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Program	Level(s)	2017 Degrees Awarded (N)	2017 Job Openings in Idaho	Job Growth 2022 Idaho	Job Growth 2028 Idaho	Enrollment	ISU's Program Capacity	AY 2017 % of graduates working in Idaho in the first quarter of 2018. Data on employment is from the Idaho Department of Labor.
Pharmacy Practice	**Pharm.D.**	87	54	7.9%	16.4%	Enrollment over 8 years has been steady with 309 majors in Fall 2017, with a 333.5 average.	312	28%
CIP: 51.2001	**Notes**: The U.S. Department of Labor estimates the job outlook for pharmacist at a 6% growth in the U.S. (as fast as average).							

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Program	Level(s)	2017 Degrees Awarded (N)	2017 Job Openings in Idaho	Job Growth 2022 Idaho	Job Growth 2028 Idaho	Enrollment	ISU's Program Capacity	AY 2017 % of graduates working in Idaho in the first quarter of 2018. Data on employment is from the Idaho Department of Labor.
Nursing	**M.S.**	0	156	*11.2% (for Nurse Practitioners)	*28.0% (for Nurse Practitioners)	Enrollment over 8 years has decreased from a high of 116 in Fall 2010 to 3 in Fall 2017, due to the university ending several M.S. program tracks and switching some of these tracks to the D.N.P program.	17	No graduates in AY 2017
Nursing	**D.N.P.**	11	30	*11.2% (for Nurse Practitioners)	*28.0% (for Nurse Practitioners)	Enrollment over 5 years has increased from 7 in Fall 2013 to 54 in Fall 2017, with a 33.8 average.	59	27%
Nursing	**Ph.D.**	3	30	*11.2% (for Nurse Practitioners)	*28.0% (for Nurse Practitioners)	Enrollment over 5 years has increased from 2 in Fall 2013 to 11 in Fall 2017, with an 8.8 average.	17	33%
CIP: 51.3801	**Notes**: The U.S. Department of Labor classifies nurse practitioners, as having a "Bright Outlook", which means occupations are expected to grow rapidly nationally in the next several years, or will have large numbers of job openings. *Data does not differentiate between M.S., D.N.P, and Ph.D. This job growth based on an annualized growth rate of 2.8%.							

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Program	Level(s)	2017 Degrees Awarded (N)	2017 Job Openings in Idaho	Job Growth 2022 Idaho	Job Growth 2028 Idaho	Enrollment	ISU's Program Capacity	AY 2017 % of graduates working in Idaho in the first quarter of 2018. Data on employment is from the Idaho Department of Labor.
Physician Assistant	**M.P.A.S.**	72	33	13.7%	30.2%	Enrollment over 8 years has increased from 119 in Fall 2010 to 145 in Fall 2017, with a 129.1 average.	144	33%
CIP: 51.0912	**Notes**: The U.S. Department of Labor classifies physician assistant, as having a "Bright Outlook", which means occupations are expected to grow rapidly nationally in the next several years, or will have large numbers of job openings.							

Program	Level(s)	2017 Degrees Awarded (N)	2017 Job Openings in Idaho	Job Growth 2022 Idaho	Job Growth 2028 Idaho	Enrollment	ISU's Program Capacity	AY 2017 % of graduates working in Idaho in the first quarter of 2018. Data on employment is from the Idaho Department of Labor.
Speech Pathology	**M.S.**	42	43	14.4%	32.1%	Enrollment over 8 years has increased from 91 in Fall 2010 to 132 in Fall 2017, with a 119.6 average.	137	33%
CIP: 51.0203	**Notes**: The U.S. Department of Labor classifies speech-language pathologists, as having a "Bright Outlook", which means occupations are expected to grow rapidly nationally in the next several years, or will have large numbers of job openings.							

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Program	Level(s)	2017 Degrees Awarded (N)	2017 Job Openings in Idaho	Job Growth 2022 Idaho	Job Growth 2028 Idaho	Enrollment	ISU's Program Capacity	AY 2017 % of graduates working in Idaho in the first quarter of 2018. Data on employment is from the Idaho Department of Labor.
Deaf Education	**M.S.**	2	97	8.6%	18.6%	Enrollment over 8 years has decreased from a high of 10 in Fall 2011 to 0 in Fall 2017, with a 5.9 average.	Program is currently suspended because there is not a faculty member.	100%
CIP: 13.1003	**Notes**: The U.S. Department of Labor classifies special education teachers, preschool, as having a "Bright Outlook", which means occupations are expected to grow rapidly nationally in the next several years, or will have large numbers of job openings.							

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Program	Level(s)	2017 Degrees Awarded (N)	2017 Job Openings in Idaho	Job Growth 2022 Idaho	Job Growth 2028 Idaho	Enrollment	ISU's Program Capacity	AY 2017 % of graduates working in Idaho in the first quarter of 2018. Data on employment is from the Idaho Department of Labor.
Sign Language Interpreting	**B.S.**	6	40	15.3%	31.6%	Enrollment over 5 years has increased from 5 in Fall 2013 to 14 in Fall 2017, with a 10.2 average.	13	100%
CIP: 16.1603	**Notes**: The U.S. Department of Labor classifies interpreters and translators, as having a "Bright Outlook", which means occupations are expected to grow rapidly nationally in the next several years, or will have large numbers of job openings.							

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Program	Level(s)	2017 Degrees Awarded (N)	2017 Job Openings in Idaho	Job Growth 2022 Idaho	Job Growth 2028 Idaho	Enrollment	ISU's Program Capacity	AY 2017 % of graduates working in Idaho in the first quarter of 2018. Data on employment is from the Idaho Department of Labor.
Health Education	**M.H.E.**	5	35	8.3%	17.5%	Enrollment over 8 years has been steady. In Fall 2017 the enrollment is 17, with an 18.8 average.	15	80%
CIP: 51.2207	**Notes**: The U.S. Department of Labor classifies health educators, as having a "Bright Outlook", which means occupations are expected to grow rapidly nationally in the next several years, or will have large numbers of job openings.							

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Program	Level(s)	2017 Degrees Awarded (N)	2017 Job Openings in Idaho	Job Growth 2022 Idaho	Job Growth 2028 Idaho	Enrollment	ISU's Program Capacity	AY 2017 % of graduates working in Idaho in the first quarter of 2018. Data on employment is from the Idaho Department of Labor.
Public Health	**M.P.H.**	2	75	10.2%	21.3%	Enrollment over 8 years has decreased from a high of 57 in Fall 2011 to 31 in Fall 2017, with a 37.9 average.	32	100%
CIP: 51.2201	**Notes**: The U.S. Department of Labor classifies community health workers, as having a "Bright Outlook", which means occupations are expected to grow rapidly nationally in the next several years, or will have large numbers of job openings.							

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Program	Level(s)	2017 Degrees Awarded (N)	2017 Job Openings in Idaho	Job Growth 2022 Idaho	Job Growth 2028 Idaho	Enrollment	ISU's Program Capacity	AY 2017 % of graduates working in Idaho in the first quarter of 2018. Data on employment is from the Idaho Department of Labor.
Health Physics	**B.S.**	2	13	2.6%	5.9%	Enrollment over 8 years has decreased from a high of 24 in Fall 2010 to 12 in Fall 2017, with a 12.9 average.	No program cap	0%
Health Physics	**M.S.**	1	15	2.9%	6.3%	Enrollment over 8 years has remained steady from a high of 23 in Fall 2011 to 15 in Fall 2017, with a 15.3 average.	No program cap	0%
Health Physics	**Ph.D.**	0	16	2.8%	5.6%	Enrollment has been steady with 5 doctoral students in Health Physics in Fall 2017.	No program cap	----
CIP: 40.0899	**Notes:** The U.S. Department of Labor classifies physicists, as having a "Bright Outlook", which means occupations are expected to grow rapidly nationally in the next several years, or will have large numbers of job openings. Labor data does not distinguish between a physicist and a health physicist.							

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Program	Level(s)	2017 Degrees Awarded (N)	2017 Job Openings in Idaho	Job Growth 2022 Idaho	Job Growth 2028 Idaho	Enrollment	ISU's Program Capacity	AY 2017 % of graduates working in Idaho in the first quarter of 2018. Data on employment is from the Idaho Department of Labor.
Dental Hygiene	**B.S.**	25	45	8.9%	19.9%	Enrollment over 8 years has remained steady with 56 in Fall 2017, with a 56.6 average.	51	84%
Dental Hygiene	**M.S.**	5	3	7.7%	17.9%	Enrollment has declined from a high of 41 in Fall 2013 to 19 in Fall 2017, with a 32.9 average over 8 years.	30	20%
CIP: 51.0602	**Notes**: The U.S. Department of Labor classifies dental hygienists, as having a "Bright Outlook", which means occupations are expected to grow rapidly nationally in the next several years, or will have large numbers of job openings.							

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Program	Level(s)	2017 Degrees Awarded (N)	2017 Job Openings in Idaho	Job Growth 2022 Idaho	Job Growth 2028 Idaho	Enrollment	ISU's Program Capacity	AY 2017 % of graduates working in Idaho in the first quarter of 2018. Data on employment is from the Idaho Department of Labor.
Medical Lab Science	**B.S.**	33	24	12.9%	28.1%	Enrollment has been steady with 50 in Fall 2017, with a 56.6 average over 8 years.	50	61%
Medical Lab Science	**M.S.**	2	4	13.3%	28.9%	Enrollment over 8 years has increased from 7 in Fall 2010 to 15 in Fall 2017, with an 11.8 average.	10	50%
CIP: 51.1005	**Notes**: **Notes**: The U.S. Department of Labor classifies medical and clinical laboratory technologists, as having a "Bright Outlook", which means occupations are expected to grow rapidly nationally in the next several years, or will have large numbers of job openings.							

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Program	Level(s)	2017 Degrees Awarded (N)	2017 Job Openings in Idaho	Job Growth 2022 Idaho	Job Growth 2028 Idaho	Enrollment	ISU's Program Capacity	AY 2017 % of graduates working in Idaho in the first quarter of 2018. Data on employment is from the Idaho Department of Labor.
Clinical Psychology	**Ph.D.**	6	33	10.9%	23.5%	Enrollment over 8 years has been steady with 28 in Fall 2017, with a 27.4 average.	36	17%
CIP: 42.2801	**Notes**: The U.S. Department of Labor classifies clinical, counseling, and school psychologists, as having a "Bright Outlook", which means occupations are expected to grow rapidly nationally in the next several years, or will have large numbers of job openings.							

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University of Idaho III.Z Program Report

Program	Level(s)	2017 Degrees Awarded (N)	2017 Job Openings in Idaho	Job Growth 2022 Idaho	Job Growth 2028 Idaho	Enrollment	UI's Program Capacity
Law	**JD**	97	134	4.0%	7.3%	Enrollment has increased 10.1% since 2013	150
CIP: 22.0101	**Notes**: Completion rates are slightly less than job openings; job growth is steady over the next 10 years.						

Program	Level(s)	2017 Degrees Awarded (N)	2017 Job Openings in Idaho	Job Growth 2022 Idaho	Job Growth 2028 Idaho	Enrollment	UI's Program Capacity
Architecture	B.S. Arch	20	60	3.9%	7.9%	Enrollment has decreased 50% since 2013	45
Architecture Integrated Arch & Design	M. Arch M.S.	26	44	3.9%	8.6%	Enrollment has decreased 32.5% since 2013	45
CIP: 04.0201	**Notes:** Jobs mapping onto these degrees may need additional review. Job openings in Idaho indicate that production is far behind need, but we need to check our alumni data to ensure proper mapping of CIP to SOC codes. Job growth will increase over the next 10 years.						

Program	Level(s)	2017 Degrees Awarded (N)	2017 Job Openings in Idaho	Job Growth 2022 Idaho	Job Growth 2028 Idaho	Enrollment	UI's Program Capacity
Landscape Architecture	B.S. L.A	9	3	2.8%	5.6%	Enrollment has decreased 46.7% since 2013	40
Landscape Architecture	M.L.A.	9	2	3.8%	3.8%	Enrollment has decreased 33.3% since 2013	20

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CIP: 04.0601	**Notes:** Jobs mapping onto these degree programs may need additional review. Currently, degree production is outpacing need in the state, and job growth is flat through 2022 with slight growth through 2028.						
Program	**Level(s)**	**2017 Degrees Awarded (N)**	**2017 Job Openings in Idaho**	**Job Growth 2022 Idaho**	**Job Growth 2028 Idaho**	**Enrollment**	**UI's Program Capacity**
Interior Design	B.I.D	9	17	3.8%	7.6%	Enrollment has decreased 30.8% since 2013	18
Interior Design	M.S.	Not offering	3	3.2%	6.5%		18
CIP: 50.0408	**Notes**: Jobs mapping onto these degree programs may need additional review. Our enrollment has decreased, but job openings are higher than degree production. With slow but steady growth or the next 10 years, the program could double its completion rate if there is internal demand. Internal demand may be low because pay is low (median hourly rate in Idaho: $15.76). We should check alumni data to map jobs to graduates.						

Program	Level(s)	2017 Degrees Awarded (N)	2017 Job Openings in Idaho	Job Growth 2022 Idaho	Job Growth 2028 Idaho	Enrollment	UI's Program Capacity
Animal & Vet. Science	B.S.A.V.S.	33	124	-5.1%	-9.9%	Enrollment has increased 32.3% since 2013	No cap
Animal Science	M.S.	2	3	-4.6%	-9.3%	Current enrollment is 20 students	No cap
	D.V.M.	Awarded via WIMU	36	5.9%	11.7%	Offered as part of WIMU regional program.	11/year 44 total
CIP: 01.0901	**Notes**: Jobs mapping onto the bachelor's and master's degrees may need additional review. At the bachelor's level, job openings are outpacing degree production. Job growth in this field for those with a bachelor's or master's degree will see decreases over the next 10 years. Though we are not currently offering the D.V.M., there are 36 annual openings in Idaho, and job growth will be steady the next 10 years.						

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Program	Level(s)	2017 Degrees Awarded (N)	2017 Job Openings in Idaho	Job Growth 2022 Idaho	Job Growth 2028 Idaho	Enrollment	UI's Program Capacity
Plant Science	M.S.	3	7	3.3%	6.6%	Enrollment in the M.S. degree has increased 75% since 2013	No cap
Plant Science	Ph.D.	1	4	2.9%	5.9%	Enrollment is steady.	No cap
CIP: 01.1101	**Notes**: At the master's level, degree production is at pace with job openings in Idaho. At the Ph.D. level, degree production is not keeping pace with need, but there are 18 students currently enrolled in the program. Job growth over the next 10 years will be slight.						

Program	Level(s)	2017 Degrees Awarded (N)	2017 Job Openings in Idaho	Job Growth 2022 Idaho	Job Growth 2028 Idaho	Enrollment	UI's Program Capacity
Agricultural Econ	B.S.Ag. Econ	4	2	11.8%	17.6%	New programs in 2015, so completion numbers low. Fall 2017 enrollment was 101 students, up from 61 in 2016.	No cap
Applied Econ (Ag)	M.S.	3	3	9.1%	18.2%	Enrollment has decreased 22.2% since 2013	No cap
CIP: 01.0103	**Notes:** Jobs mapping onto these degree programs may need additional review. At the bachelor's level, degree production is at pace with job openings in Idaho; degree production at the master's level is outpacing jobs, but there is increasing job growth in Idaho over the next 10 years.						

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Program	Level(s)	2017 Degrees Awarded (N)	2017 Job Openings in Idaho	Job Growth 2022 Idaho	Job Growth 2028 Idaho	Enrollment	UI's Program Capacity
Food Science	B.S.F.S	4	37	6.4%	9.8%	Enrollment has increased 42.9% since 2013	No cap
Food Science	M.S.	1	12	5.7%	9.4%		No cap
	Ph.D.	0 (1 in 2015)	4	5.1%	8.5%		No cap
CIP: 01.1001	**Notes:** Job growth is outpacing degree production at the bachelor's and master's levels. Job growth will steadily increase over the next 10 years. Though we have produced no Ph.D.s since 2015, there is a market in Idaho, and it will steadily increase over the next 10 years. We do have 6 current Ph.D. students enrolled in the program.						

Program	Level(s)	2017 Degrees Awarded (N)	2017 Job Openings in Idaho	Job Growth 2022 Idaho	Job Growth 2028 Idaho	Enrollment	UI's Program Capacity
Forestry	B.S.	25	141	-1.5%	-3.0%	Enrollment has decreased 38.1% since 2013	No cap
Forestry	M.S./M.N.R.	None since '13	12	3.2%	8.6%	No longer offered (replaced by more general M.S. in Natural Resources).	NA

	Ph.D.	8 in 2016	13	-2.6%	-5.2%	0 completions in 2017. No longer offered (replaced by more general Ph.D. in Natural Resources)	NA
CIP: 03.0502	**Notes:** Jobs mapping onto these degree programs may need additional review, and we need to check our alumni data to ensure proper CIP to SOC alignment. At the bachelor's level, job openings are significantly outpacing degree production. At the Ph.D. level, jobs are outpacing degree production. At both levels, however, jobs will decrease over the next 10 years. There may be job growth at the master's level for foresters and conservation scientists, however, with moderate but steady job growth for the next 10 years.						
Program	**Level(s)**	**2017 Degrees Awarded (N)**	**2017 Job Openings in Idaho**	**Job Growth 2022 Idaho**	**Job Growth 2028 Idaho**	**Enrollment**	**UI's Program Capacity**
Renewable Materials	B.S.	5	30	2.0%	4.4%	Significant enrollment decrease since 2011 (93%)	No cap
Renewable Materials	M.S./M.N.R.	None since '11	7	2.8%	4.2%	No longer offered (replaced by more general M.S. in Natural Resources).	NA
	Ph.D.	Not offering	2	0%	0%	No longer offered (replaced by more general Ph.D. in Natural Resources)	NA
CIP: 03.0509	**Notes:** Job openings are outpacing degree production at the bachelor's level, but we need to check our alumni data to ensure proper CIP to SOC alignment. Not offering graduate programs, but there are job openings at these levels. At bachelor's and master's levels, job growth will be slight over the next 10 years.						

Program	Level(s)	2017 Degrees Awarded (N)	2017 Job Openings in Idaho	Job Growth 2022 Idaho	Job Growth 2028 Idaho	Enrollment	UI's Program Capacity

Wildlife Resources	B.S.	34	53	3.4%	6.2%	Enrollment steady	No cap
Wildlife Resources	M.S./M.N.R.	None since '13	23	2.8%	4.7%	No longer offered (replaced by more general M.S. in Natural Resources).	NA
	Ph.D.	Not offering	13	2.1%	3.6%	No longer offered (replaced by more general Ph.D. in Natural Resources)	NA
CIP: 03.0601	**Notes:** Job openings are outpacing degree production at the bachelor's level. Not offering graduate programs, but there are job openings at these levels. For all degree levels, job growth is slight to moderate, but highest at the bachelor's level.						

Program	Level(s)	2017 Degrees Awarded (N)	2017 Job Openings in Idaho	Job Growth 2022 Idaho	Job Growth 2028 Idaho	Enrollment	UI's Program Capacity
Fishery Resources	B.S.	16	4	4.9%	7.3%	Enrollment has decreased 38.9% since 2013	No cap
Fishery Resources	M.S./M.N.R. Ph.D.	None since '12 Not offering	NSF	NSF	NSF	No longer offered (replaced by more general M.S. & Ph.D. in Natural Resources)	NA
CIP: 03.0301	**Notes:** At the bachelor's level, degree production is outpacing job openings in Idaho. There will be moderate job growth over the next 10 years. At the masters and doctoral levels, there were fewer than 10 jobs in Idaho in 2017, so data are insufficient to predict job growth.						

Program	Level(s)	2017 Degrees Awarded (N)	2017 Job Openings in Idaho	Job Growth 2022 Idaho	Job Growth 2028 Idaho	Enrollment	UI's Program Capacity

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Natural Resource Conservation	B.S.	NA	47	2.8%	5.0%	*No program under this CIP since 2010, but EMSI data shows completers (teach out?)	No cap
Natural Resource Conservation	M.S./M.N.R.	45	11	2.4%	4.8%	Enrollment has increased 15.6% since 2013. Note, all M.S./M.N.R. programs are under this CIP code.	NA
	Ph.D.	Not offering	3	3.2%	3.2%	No longer offered (replaced by more general Ph.D. in Natural Resources)	NA
CIP: 03.0201	**Notes:** Jobs mapping onto these degree programs may need additional review, based on our alumni data. At the bachelor's level, job openings are significantly outpacing degree production. At the master's level, degree production is outpacing jobs. At both levels, as well as the Ph.D., jobs will slightly increase.						

Program	Level(s)	2017 Degrees Awarded (N)	2017 Job Openings in Idaho	Job Growth 2022 Idaho	Job Growth 2028 Idaho	Enrollment	UI's Program Capacity
Rangeland Ecology & Mgmt	B.S.	11	121	-5.3%	-10.3%	Enrollment declined 8.3% since 2013	No cap
Rangeland Ecology & Mgmt	M.S./M.N.R.	None since '13	23	-3.6%	-7.2%	No longer offered (replaced by more general M.S. in Natural Resources).	NA
	Ph.D.	Not offering	10	-3.5%	-6.1%	No longer offered (replaced by more general Ph.D. in Natural Resources)	NA
CIP: 01.1106	**Notes:** Jobs mapping onto these degree programs may need additional review, based on our alumni data. At the bachelor's level, job openings are significantly outpacing degree production. Jobs in Idaho will decrease over the next 10 years for all degree levels.						

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Program	Level(s)	2017 Degrees Awarded (N)	2017 Job Openings in Idaho	Job Growth 2022 Idaho	Job Growth 2028 Idaho	Enrollment	UI's Program Capacity
Fire Ecology & Mgmt	B.S.	10	141	-1.5%	-3.0%	Enrollment declined 60% since 2013	No cap
Fire Ecology & Mgmt	M.S./M.N.R.	Not offering	45	-2.4%	-4.6%	No longer offered (replaced by more general M.S. in Natural Resources).	NA
	Ph.D.	Not offering	12	-2.6%	-5.2%	No longer offered (replaced by more general Ph.D. in Natural Resources)	NA
CIP: 03.0506	**Notes:** Jobs mapping onto these degree programs may need additional review, based on our alumni data. At the bachelor's level, job openings are significantly outpacing degree production. Jobs in Idaho will decrease over the next 10 years for all degree levels.						