

**CONSENT
AUGUST 29, 2019**

TAB	DESCRIPTION	ACTION
1	BAHR – SECTION II – BOISE STATE UNIVERSITY – COMMNET CELLULAR/VERIZON – DISTRIBUTED ANTENNA SYSTEM LICENSE AGREEMENT	Motion to Approve
2	BAHR – SECTION II – IDAHO STATE UNIVERSITY – PRESIDENT RESIDENCE MAINTENANCE NEEDS	Motion to Approve
3	IRSA – PROGRAMS AND CHANGES APPROVED BY THE EXECUTIVE DIRECTOR – QUARTERLY REPORT	Motion to Approve
4	IRSA - ESTABLISHED PROGRAM TO STIMULATE COMPETITIVE RESEARCH (EPSCoR) COMMITTEE APPOINTMENTSS	Motion to Approve
5	PPGA – INSTITUTION PRESIDENT APPROVED ALCOHOL PERMITS	Motion to Approve
6	PPGA - DIVISION OF CAREER TECHNICAL EDUCATION – OCCUPATIONAL SPECIALIST CERTIFICATE EXTENSION	Motion to Approve
7	SDE – 2019 CURRICULAR MATERIALS ADOPTION	Motion to Approve
8	SDE - ANNEXATION/EXCISION – HOMEDALE SCHOOL DISTRICT #370/WILDER SCHOOL DISTRICT #133	Motion to Approve

BOARD ACTION

I move to approve the consent agenda.

BOISE STATE UNIVERSITY

SUBJECT

Distributed Antenna System in Albertsons Stadium

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.6.b

ALIGNMENT WITH STRATEGIC PLAN

Cellular contracts are a non-strategic, Board governance agenda item

BACKGROUND/DISCUSSION

Boise State University (BSU) requests permission to enter into a license agreement with CommNet Cellular, doing business as Verizon Wireless, to modify and upgrade BSU's distributed antenna system (DAS) in Albertsons Stadium. The proposed contract is for a period of five years with two additional five-year renewal options, exercised at Verizon's option. The new agreement will replace BSU's current DAS agreement with Verizon.

Distributed antenna systems are small antennas installed in areas with high traffic and limited reception. The antennas can be installed indoors or outdoors to improve cellular and data service. In 2012, BSU initiated discussions with major carriers and independent vendors to install a DAS and other in-building equipment to address poor coverage in the stadium and other campus locations. BSU selected Verizon Wireless and entered into a license agreement in August 2013 to install, operate, and maintain the DAS and related in-building equipment.

The initial term of that agreement was five years with two five-year renewal options, exercisable at Verizon's option. Verizon paid a license fee to BSU of \$200,000 after completing the initial installation. There were no additional license fees associated with the renewal period. Verizon is responsible for all costs relating to the system, including installation, maintenance and operating costs, including utilities. BSU has been working with Verizon since the stadium DAS was initially installed, as the coverage has never been sufficient for stadium events.

The proposed agreement includes upgrades to existing equipment, additional license fees to BSU, and improved reporting analytics on service quality. Verizon will be granted an exclusive right to install and operate the DAS, which removes the need for redundant, carrier-specific equipment in the stadium. The upgraded system will be a multi-carrier capable system, allowing other cellular providers to join Verizon's DAS. As other carriers join the system, service will be improved for stadium customers of the added carriers. Exclusivity is terminated after three years if Verizon is unable to sign additional carriers to co-locate on its system.

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The proposed contract includes annual payments to BSU of \$37,200 with three percent annual escalation for the term of the agreement, for a five-year total of \$197,500. If both options are exercised, total payment from Verizon is \$691,880 over the full 15-year term. For each additional carrier that joins the system, Verizon will pay to BSU a one-time lump sum payment of \$50,000 and an additional annual license fee of \$37,200 with three percent annual escalations, for a five-year total per additional carrier of \$247,500. If both options are exercised, total payment per additional carrier will be up to \$741,880. The minimum potential amount earned under this license is \$197,500. If no additional carriers join, but Verizon exercises both renewal options is \$691,880. The maximum potential amount earned under this license, assuming both renewal options are exercised and all three additional carriers join for the full term is \$2,817,518. Verizon is responsible for all costs related to the system, including installation, maintenance and operating costs, and utilities. Verizon will work with BSU on design and modification approval, future upgrades, access and coordination of work with other university events.

IMPACT

BSU will improve cellular and data service in Albertsons Stadium through an upgraded multi-carrier DAS that is owned, operated and maintained by Verizon Wireless. The proposed agreement includes an initial payment of \$200,000 plus minimum annual payments of \$37,200. Additional carriers who join the DAS, through Verizon Wireless, will pay \$37,200 annually, plus one-time lump sum payments of \$50,000.

ATTACHMENTS

Attachment 1 - Draft Agreement

STAFF COMMENTS AND RECOMMENDATIONS

Board Policy V.I. requires Board approval for sale of services if the contract exceeds \$250,000. As previously mentioned, the maximum value of the proposed contract is \$2,817,518.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to enter into a new license agreement with CommNet Cellular, doing business as Verizon Wireless, for the Distributed Antenna System in Albertsons Stadium for a term of five years, in substantial conformance with Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Site Name: BOI SKYBOX**LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (“**Agreement**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is entered into by Boise State University, a governmental subdivision body of the State of Idaho, with its principal office located at 1910 University Drive, Boise, Idaho 83706 (“**Licensor**”), and CommNet Cellular Inc. d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (“**Licensee**”).

BACKGROUND

A. Licensor owns certain portions of the Albertsons Stadium (the “**Building**”), located at 1400 Bronco Lane, Boise, Idaho 83706. Licensee desires to install a Distributed Antenna System (“**DAS**”) within the Building. To this end, Licensor agrees to make certain space and areas available to Licensee in the Building, as more clearly defined herein.

B. Licensor owns that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 1400 Bronco Lane, Boise, Idaho 83706 (“**the Property**”), legally described on **Exhibit 1** attached hereto. Licensee desires to use a portion of the Property in connection with its federally licensed communications business and those of its sublicensees, as applicable. Licensor desires to grant to Licensee the right to use a portion of the Property in accordance with this Agreement.

C. Licensor and Licensee now desire to confirm the license of the Premises as further defined in Section 2 for Licensee’s (and its sublicensees’, as applicable) use, together with the non-exclusive license and right to use the Property subject to the terms and conditions herein below set forth.

D. The Parties previously executed an In-Building Agreement dated August 27, 2013, as amended (collectively, the “**Prior Agreement**”), which granted Licensee the right to install, maintain, and operate in-building equipment at the Property.

In consideration of the foregoing and mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. INCORPORATION OF RECITALS. The recitals set forth above are incorporated herein as set forth in their entirety.

2. LICENSE OF PREMISES. Licensor licenses to Licensee: (A) a certain portion of the Building identified on **Exhibit 1**, including the air space above such head end room (the “**Equipment Space**”); and (B) areas located throughout the Building for the placement of antennas as described and depicted on the attached **Exhibit 2** and as approved by Licensor in advance, or in such other locations as Licensor and Licensee shall mutually approve after good faith consultation and review for the operation of the antennas (the “**Antenna Space**”). Additionally, Licensor grants during the Term, as defined herein, a non-exclusive license over, under, along and through the Property in locations reasonably determined necessary by Licensee, from time to time, and only as approved by Licensor in advance to install, maintain, repair, replace and remove conduits, wires, cables, cable trays and other necessary connections between the Equipment Space and the Antenna Space and the electric power, telephone and fuel sources on the Property (collectively the “**Connections**”). Upon approval by Licensor, Licensee shall obtain all required permits and inspections and Licensee may be required to provide stamped architectural and engineering drawings to Licensor. Subject to Licensor’s consent in advance as to locations, Licensee shall construct certain improvements at the Building to include cable pathways through the Building (“**Pathways**”), as depicted hereto on **Exhibit 2** attached hereto and made a part hereof. Subject to Licensor’s consent in advance as to locations, Licensee shall construct certain improvements at the Building to include cable pathways through the Building (“**Pathways**”), as depicted hereto on **Exhibit 2** attached hereto and made a part hereof. Licensor hereby grants permission to Licensee to install, maintain and operate its Connections in the Pathways, and Licensee reserves the right to replace the aforementioned Connections with similar (for example and without limitation, similar or smaller in size and weight) and comparable equipment during the term of this Agreement, but only upon reasonable notice to Licensor. For the avoidance of all doubt, for any equipment, antennas, Antenna Space, Connections, or Pathways that are intended to be installed in the Building and require approval by the Licensor’s Architect. From and after the Commencement Date (as hereinafter defined), the Equipment Space, the Antenna Space, Pathways and the Connections are hereinafter collectively referred to as the “**Premises**,” as described on attached **Exhibit 2**.

3. PERMITTED USE. (a) Licensee may, in a commercially reasonable manner, use the Premises for the installation, construction, maintenance, operation, and repair (installation and construction subject to reasonable notice and prior approval of Licensor) of its communications fixtures and related equipment, cables, accessories and improvements as may be needed by Licensee (and its sublicensees, as applicable) from time to time to fully provide for the continuous transmission and reception of communications signals, which may include a suitable support structure, associated antennas, equipment shelters and any other items necessary to the successful and secure use of the Premises (collectively, the “**Communication Facility**”), as well as the right to survey and review title on the Property; Licensee further has the right to add, modify,

supplement, upgrade, or replace equipment for equipment that is like for like relative to size, capacity, weight and height so long as the footprint of the Premises is not increased; Licensee has the right to upgrade, modify, or replace portions of the Communication Facility in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Licensors, and for no other purpose without Licensors' consent (collectively, the "**Permitted Use**"). Licensors and Licensee agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 2** will not be deemed to limit Licensee's Permitted Use. If **Exhibit 2** includes drawings of the initial installation of the Communication Facility, Licensors' execution of this Agreement will signify Licensors' approval of **Exhibit 2**. Licensee has the right to install and operate transmission cables from the equipment shelter or head end room to the antennas, electric lines from the main feed to the equipment shelter or head end room, and communication lines from the Property's main entry point to the equipment shelter or head end room, and with Licensors' prior consent to make Property improvements, alterations, upgrades or additions appropriate for Licensee's use ("**Licensee Changes**"). Licensee will be allowed to make such alterations to the Property in order to accomplish Licensee's Changes or to ensure that Licensee's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. Licensee Changes include the right to undertake any other appropriate means to secure the Premises at Licensee's expense. Licensee agrees to comply with all applicable governmental laws, rules, statutes and regulations relating to its use of the Communication Facility on the Property. Licensee may only expand the equipment, increase the number of antennas, increase the size of the Premises, or relocate the Communication Facility subject to Licensors' prior consent. In the event Licensee desires to modify or upgrade the Communication Facility, and Licensee requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Licensors agree to license to Licensee the Additional Premises, if suitable space is available in the sole discretion of Licensors, upon the same terms and conditions set forth herein or new terms as specified in an amendment to this Agreement, in conjunction with the license of the Additional Premises. If Licensee licenses the Additional Premises, Licensors agree to take such actions and enter into and deliver to Licensee such documents as Licensee reasonably requests in order to effectuate and memorialize the license of the Additional Premises to Licensee.

(b) Licensors agree that Licensee's rights granted herein to construct and operate the Communication Facility at the Property is exclusive to Licensee. The parties agree that the Communication Facility shall be designed to support multiple users; any party that wishes to transmit FCC-licensed frequencies at the Property shall be required to enter into an agreement with Licensee, on commercially reasonable terms and subject to this Agreement, to collocate on Licensee's Communication Facility. Licensors will not grant during the Term a lease, license, or any other right to any third party for use of any portion of the Property for the construction of a

DAS or the provision of wireless signals for commercial purposes without Licensee's prior written consent, which shall not be unreasonably conditioned, withheld or delayed.

4. **TERM.**

(a) The initial license term will be 5 years ("**Initial Term**"), commencing the first day of the month in which Licensee commences installation of the equipment on the Premises or the date as otherwise acknowledged in writing as permitted herein (the "**Commencement Date**"). Licensors and Licensee agree that they shall acknowledge in writing the Commencement Date. The Initial Term will expire on the fifth anniversary of the Commencement Date.

(b) This Agreement will automatically extend for 2 additional 5-year term(s) (each 5-year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Licensee notifies Licensors in writing of Licensee's intention not to extend this Agreement at least sixty (60) days' prior to the expiration of the existing Term.

(c) If at least ninety (90) days' prior to the end of the final Extension Term either Licensors or Licensee has not given the other written notice of its desire that the term of this Agreement end at the expiration of the final Extension Term, then upon the final Extension Term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one year and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least ninety (90) days' prior to the end of any such Annual Term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the final Extension Term.

(d) The Initial Term, any Extension Terms, and any Annual Terms are collectively referred to as the Term ("**Term**").

5. **CONSIDERATION.** License payments shall begin on the Commencement Date and be due at a total annual license fee of \$37,200.00, to be paid in equal monthly installments on the first day of the month, in advance, to Licensors, or to such other person, firm, or place as Licensors may, from time to time, designate in writing at least 30 days in advance of any license payment date by notice given in accordance with Paragraph 18 below. The Parties acknowledge and agree that the initial license payment shall not be delivered by Licensee until 60 days after the Commencement Date. Upon agreement of the Parties, Licensee may pay the license fee by electronic funds transfer and, in such event, Licensors agree to provide to Licensee bank routing information for such purpose upon request of Licensee. The annual license for the second (2nd) year of the initial term and for each year thereafter, including any and all extension terms, shall be equal to 103% of the annual license payable with respect to the immediately preceding year.

Licensee shall maintain a diligent, good faith, commercially reasonable effort to add additional carriers. Addition of a carrier by merger, acquisition, or similar business transaction shall require the consent of Licensor. The parties agree that any additional fee escalation shall be negotiated between the parties at time of merger. As, additional carriers join the DAS, license payments to Licensor shall increase to the applicable level shown below. Such increase based on additional carriers shall also be subject to the annual 103% fee escalation rate. Such license amounts will not increase on a cumulative basis:

First additional carrier to join DAS: \$74,400.00/year + a one-time lump-sum payment of \$50,000

Second additional carrier to join DAS: \$111,600/year + a one-time lump-sum payment of \$50,000

Third additional carrier to join DAS: \$148,800/year + a one-time lump-sum payment of \$50,000

Should Licensee be unable to secure an agreement with an additional commercial wireless carrier(s) (a "Carrier") to collocate on the DAS within the first 36 months of the Initial Term, the parties agree that Licensee's exclusive right to operate a Communications Facility at the property as set forth in Section 3(b) herein shall no longer be applicable to the extent any Carrier desires to install one or more (delete "a") separate DAS or a neutral carrier system at the property. (Delete "Licensee's exclusive rights to operate a Communications Facility at the property as set forth in Section 3(b) herein shall continue to be enforceable against any non-Carrier-proposed system.")

6. **APPROVALS.**

(a) Licensor agrees that Licensee's ability to use the Premises is contingent upon the suitability of the Premises and Property for Licensee's Permitted Use and Licensee's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Licensee for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**") and Licensor's approvals as required under License of Premises. Licensor authorizes Licensee to prepare, execute and file all required applications to obtain Government Approvals for Licensee's Permitted Use under this Agreement and agrees to reasonably assist Licensee with such applications and with obtaining and maintaining the Government Approvals. In addition, upon reasonable notice to Licensor, Licensee shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Licensee has the right to obtain a title report from a title insurance company of its choice and, upon reasonable notice to Licensor, have the Property surveyed by a surveyor of its choice.

(c) Upon the prior consent of Licensor, Licensee may perform and obtain, at Licensee's sole cost and expense, soil borings, percolation tests, engineering calculations/procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Licensee's use of the Premises will be compatible with Licensee's engineering specifications, system, design, operations or Government Approvals.

(d) Subject to approval of Licensor, Licensee shall obtain all required permits and inspections, and Licensee may provide stamped architectural and engineering drawings.

7. TERMINATION. This Agreement may be terminated as follows:

(a) by either party on thirty (30) days' prior written notice if the other party remains in default under Section 16 of this Agreement after the applicable cure periods;

(b) without penalty or further liability, by Licensee upon sixty (60) days' written notice to Licensor, if Licensee, after the exhaustion of good faith efforts, is unable to obtain or maintain any of the Government Approvals for the construction or operation of the Communication Facility as now or hereafter intended by Licensee as described herein; or if Licensee determines, in its sole but commercially reasonable discretion, that the cost of obtaining or retaining the same is commercially unreasonable.

8. INSURANCE. During the Term, Licensee will carry, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) Workers' Compensation Insurance as required by law; and (iii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford minimum protection of Two Million Dollars (\$2,000,000.00) combined single limit, per occurrence and in the aggregate, providing coverage for bodily injury and property damage. Licensee's required insurance policies shall contain a provision including Licensor as additional insureds. Notwithstanding the foregoing, Licensee shall have the right to self-insure against the risks for which Licensee is required to insure against in this Section so long as Licensee maintains a tangible net worth of not less than One Hundred Million and No/100 Dollars (\$100,000,000.00). In the event Licensee elects to self-insure its obligation to include Licensor and the aforesaid lender and third-party property manager of Licensor each as additional insureds as permitted by the previous sentence, the following provisions shall apply: (1) Licensor shall promptly and no later than fourteen (14) calendar days after Licensor's receipt of actual notice thereof provide Licensee with written notice of any claim, demand, lawsuit or the like for which Licensor seeks coverage pursuant to this Section and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit or the like; (2) Licensor shall not settle any such claim, demand, lawsuit or the like without the prior written but reasonable

consent of Licensee; (3) Licensors shall cooperate reasonably and in good faith with Licensee in the defense of the claim, demand, lawsuit or the like; and (4) such obligation shall not apply when the claim or liability arises solely from the negligent or intentional act or omission of Licensors, its employees, agents, or independent contractors.

Licensors is a "governmental entity," as defined under the Idaho Tort Claims Act, specifically, Idaho Code section 6-902, as well as a "public employer," as defined under the Idaho Worker's Compensation law, specifically, Idaho Code section 72-205. As such, Licensors shall maintain, at all times applicable hereto, comprehensive liability coverage in such amounts as are prescribed by Idaho Code section 6-924 (not less than \$500,000.00), as well as worker's compensation coverage for its employees, as required under Idaho Code Section 72-301. Licensors's liability coverage shall cover the actions of Licensors and its employees, agents, students, and faculty while acting in the course and scope of employment or as students of Licensors in performing actions related to their Academic Practicums. Licensors's liability coverage obligations shall be administered by the Administrator of the Division of Insurance Management in the Department of Administration for the State of Idaho, and may be covered, in whole or in part, by the State of Idaho's Retained Risk Account, as provided under Idaho Code Section 6-919. Licensors shall cover its liability for worker's compensation through the State of Idaho's State Insurance Fund, as provided under Idaho Code section 72-301. Upon request, Licensors shall provide proof of such coverage.

9. INTERFERENCE

(a) The parties acknowledge and agree that in the case of any interference both parties will work cooperatively to identify any sources of that interference and to rectify and correct such interference. Where there are known existing radio frequency user(s) on the Property, Licensors will provide Licensee, upon execution of this Agreement, with a list of all such existing radio frequency user(s) equipment on the Property to allow Licensee to evaluate the potential for interference. Licensee warrants that its use (and the use by any of Licensee's sublicensees) of the Premises will not interfere with existing radio frequency user(s) equipment on the Property as long as the existing radio frequency user(s) equipment operates within their respective frequencies and in accordance with all applicable laws and regulations. Licensee further warrants that its use of the Premises will not interfere with the lawful use of portions of the Property or the Building by other licensees or tenants, whether existing or not, that lease or license space for the Building's primary purpose as a NCAA Division I Football Stadium and Collegiate Athletics Complex. Licensee will cause any such interference to cease within twenty-four (24) hours after receipt of written notice of such interference from Licensors.

(b) Licensors will not grant after the date of this Agreement a lease, license or any other right to any third party for the use of the Property if it is known to Licensors that such use adversely affects and materially interferes with the Communication Facility, the operations of Licensee or the rights of Licensee under this Agreement. Licensors will notify Licensee in writing prior to granting any third party the right to install and operate communications equipment on the Property as such third party's primary permitted use at the Property.

(c) Licensors will not knowingly use any portion of the Property in any way that adversely affects and materially interferes with the Communication Facility, the operations of Licensee or the rights of Licensee under this Agreement. Licensors will use good faith efforts to cause any such interference to cease within forty-eight (48) hours after receipt of written notice of such interference from Licensee.

(d) For the purposes of this provision, "interference" may include but is not limited to any use on the Property that causes electronic, physical or obstruction interference with or degradation of the communications signals to or from the Communication Facility.

10. INDEMNIFICATION.

Licensee agrees to indemnify, defend and hold Licensors harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Licensee's breach of any provision of this Agreement, except to the extent attributable to the negligent, willful misconduct, or intentional act or omission of Licensors, or its employees, agents or independent contractors. This indemnity obligation shall survive the termination of this Agreement.

11. WARRANTIES.

(a) Licensee and Licensors each acknowledge and represent to the other that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Licensors, to Licensors's actual knowledge, represents to Licensee as of the Effective Date that: (i) Licensors solely owns the Property as a legal lot in fee simple or controls the Property by lease or license; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, licenses or any other agreements not of record that would adversely affect and materially interfere with Licensee's Permitted Use and enjoyment of the Premises under this Agreement; and (iii) Licensors's execution and performance of this Agreement

will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease, license or other agreement binding on Licensor.

(c) Licensee represents and warrants that the Communication Facility and the PSDAS, or any portion thereof will be constructed, installed, operated, maintained, repaired, replaced, modified, and upgraded in a first-class manner, in compliance with applicable governmental laws, rules, statutes and regulations, and with adherence to any manufacturer's specifications. Licensee represents that the Communications Facility will be maintained throughout the term of the Agreement consistent with the Installation Plan and the Service Level Agreement attached hereto as Exhibit 3 and Exhibit 4, respectively. Exhibit 4 also contains the output maps for the Prior Agreement; the parties agree that the output maps shall be deleted and replaced at a later date with those for the Communications Facility.

(d) Licensee represents and warrants that Equipment will be top-line at the time of installation and any replacement or upgrade and will be fully digital or otherwise conform, over the term of this Agreement and any renewals to current state of the industry equipment.

(e) Licensee represents and warrants that, for the duration of the BOI Skybox Stadium DAS upgrade, it will designate and maintain a dedicated on-site project manager to oversee the upgrades, testing, and validation.

(f) Licensor covenants that as long as Licensee is not in default then Licensor grants to Licensee sole, actual, quiet and peaceful use, enjoyment and possession of the Premises.

12. ENVIRONMENTAL.

(a) To Licensor's actual knowledge, without any independent investigation, Licensor is aware of no hazardous substances on the Property that would materially and adversely affect the Communication Facility or the Premises. Licensor and Licensee agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) To the extent permitted by Idaho law and the Constitution, including laws providing for sovereign immunity of governmental entities and Idaho Code Section 59-1016 which may cause this entire agreement to become unenforceable, invalid, or void, and subject to the limits of liability in the Idaho Tort Claims Act, Sections 6-901 through 6-929, inclusive, with respect to Licensor and Licensee agree to hold harmless and indemnify the other from, and to assume all

duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding (“**Claims**”), to the extent arising from that party’s breach of its obligations under Section 12(a). To the extent permitted by Idaho law and the Constitution, including laws providing for sovereign immunity of governmental entities and Idaho Code Section 59-1016 which may cause this entire agreement to become unenforceable, invalid, or void, and subject to the limits of liability in the Idaho Tort Claims Act, Sections 6-901 through 6-929, inclusive, Licensor agrees to hold harmless and indemnify Licensee from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Licensor for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date of this Agreement and thereafter throughout the Term for Licensor’s acts and omissions related to hazardous substances. Licensee agrees to hold harmless and indemnify Licensor from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Licensee for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Licensee or due to Licensee’s exacerbation of any hazardous substances existing on the Property prior to the Effective Date of this Agreement and thereafter throughout the Term for any of Licensee’s acts and omissions related to hazardous substances.

(c) The indemnifications of this Section 12 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 12 will survive the expiration or termination of this Agreement.

(d) In the event Licensee becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property that, in Licensee’s sole but commercially reasonable determination, renders the condition of the Premises or Property unsuitable for Licensee’s use, or if Licensee believes that the licensing or continued licensing of the Premises would expose Licensee to undue risks of liability to a government agency or third party, Licensee will have the right to terminate this Agreement upon written notice to Licensor unless such materials or conditions were caused by Licensee, its agents, employees, independent contractors, and/or sublicensees.

13. ACCESS. Throughout the Term of this Agreement, Licensee and its employees, agents, and subcontractors, will have access to the Equipment Space outside the view of the football field (the “Stadium”) 24 hours/day, 7 days/week. Licensee may access the Stadium Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding restricted access periods before, during, and after events.

Relative to Licensee's access to other locations on the Property, including the Antenna Space, Connections, and Pathways, Licensee shall (i) provide Licensor with sufficient advance notice of any work, installation, operation, or maintenance to be performed, (ii) name the employees, agents, and subcontractors on behalf of Licensee who seek such access, (iii) contact Licensor's security to request such access, (iv) show appropriate identification, (v) and only work, install, operate, or maintain the Communication Facility in such areas outside of business hours which are 9:00 p.m. through 8:00 a.m. Monday through Friday, and 7:00 p.m. through 8:00 a.m. on Sundays. If Licensor fails to provide the access granted by this Section and such failure continues for more than two (2) business days following Licensor's receipt of written notice, such failure shall be a default under this Agreement. Notwithstanding the foregoing, Licensee shall not schedule during events, holidays, or other such times that are reasonably understood to unduly burden or negatively impact Licensor and Licensor's regular operations.

14. INSTALLATION ACCESS. Construction and installation of Licensee's equipment shall proceed in accordance with the Installation Plan (Exhibit 3). Licensee shall be guaranteed access to the Property for eight-hour periods during the initial installation. Should Licensee's installation occur after hours Licensee acknowledges that it may incur reasonable oversight fees on behalf of Licensor.

15. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Licensee will be and remain Licensee's personal property and, at Licensee's option, may be removed by Licensee at any time during the Term. Licensor covenants and agrees that no part of the Communication Facility (other than the PSDAS, unless abandoned) constructed, erected or placed on the Premises by Licensee will become or be considered as being affixed to or a part of the Property, it being the specific intention of Licensor that all improvements of every kind and nature constructed, erected or placed by Licensee on the Premises will be and remain the property of Licensee and may be removed by Licensee at any time during the Term. Any removal during the Term as allowed herein requires prior notice to Licensor; and Licensee shall restore the Premises and Property to the condition prior to installation of the removed Licensee Property, reasonable wear and tear excepted. Within sixty (60) days after the expiration or earlier termination of this Agreement, Licensee will remove all of Licensee's above-ground improvements and Licensee will, to the extent reasonable, restore the Premises and Property to its original condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty excepted. Final inspection shall be signed-off by Licensor.

16. MAINTENANCE/UTILITIES.

(a) Licensee will keep and maintain the Premises and Communication Facility in good condition, reasonable wear and tear and damage from the elements excepted. Licensor will

maintain and repair the Property and access thereto and all areas of the Premises where Licensee does not have exclusive control in good and leasable condition, subject to reasonable wear and tear and damage from the elements.

(b) If approved by Licensor and permitted by the local utility company servicing the Property, Licensee will install a separate meter for the measurement of its electric power and will pay for its own utilities used for equipment located within the Equipment Space. If installation of a separate meter is not permitted by the utility, Licensee shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by Licensee's equipment installed within the Equipment Space. Licensee shall pay for its own power consumption used thirty (30) days after receipt of an invoice from Licensor indicating the usage amount. Upon prior notice to Licensor, Licensee shall be permitted to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary (less than 24 hours) power source. The parties agree and acknowledge that a total of 68 small, remote radio heads (34 per path) (each an "RRH") will be installed in the Building as are reasonably necessary to amplify the signal broadcast from the antennas. Licensee may modify the quantity of installed RRHs upon approval of Licensor. Licensor will provide access to an electrical power source for each RRH installed at a reasonable location, and Licensor will supply electrical power to each RRH at cost to Licensee; provided, however, that the foregoing agreement to supply electrical power shall be without any representation or warranty of Licensor, and Licensor shall have no liability to Licensee for any failure of or interruption to such electrical power supply unless caused solely by Licensor, other than planned outage(s). Licensee shall be responsible for ordering separate T-1 service or such other telephone service connectivity which Licensee may require from time to time for the use and operation of its Communication Facility and maintaining such separate telephone service connectivity during the Term at Licensee's sole expense. Licensee shall be responsible for the cost of bringing the T-1 and/or such other telephone service from the main (or minimum) point of entry ("MPOE") on the Property to the Equipment Space or such other location comprising a portion of the Premises as Licensee shall have the right to designate for the installation and operation of Licensee's Communication Facility.

17. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Licensee and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Licensor of such failure to pay; or (ii) failure to cure an interference problem within twenty-four (24) hours after receipt of written notice of such default; or (iii) Licensee's failure to perform any other term or condition under this Agreement within forty-five (45) days, or upon any such different timeframe as specifically set forth in this Agreement, after receipt of written notice from Licensor specifying the failure. No such failure,

however, will be deemed to exist if Licensee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default (other than default under 16.(a)(i) will be excused if due to causes beyond the reasonable control of Licensee. If Licensee remains in default beyond any applicable cure period, Licenser will have the right to terminate this Agreement and to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Licenser and a breach of this Agreement: (i) failure to provide access to the Premises in accordance with Section 13 for more than two (2) full business days after receipt of written notice from Licensee of such failure; or (ii) Licenser's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Licensee specifying the failure. No such failure, however, will be deemed to exist if Licenser has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licenser. If Licenser remains in default beyond any applicable cure period, Licensee will have the right to exercise any and all rights and remedies available to it under law and equity.

18. ASSIGNMENT/SUBLICENSE. This Agreement may be sold, assigned or transferred by the Licensee without any approval or consent of the Licenser to the Licensee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the Licenser, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Licensee or transfer upon partnership or corporate dissolution of Licensee shall constitute an assignment hereunder. Licensee may sublicense the Premises within its sole discretion upon notice to Licenser, such notice to include a payment to Licenser in the amount of \$60,000 ("Sublicense Payment") for each sublicensee. Licenser acknowledges that the Sublicense Payment may be made directly by the sublicensee and that Licenser will forward to Licensee written notice of receipt of the Sublicense Payment. Any sublicense that is entered into by Licensee shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto.

19. NOTICES.

(a) All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight

courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Licensee: CommNet Cellular Inc.
 d/b/a Verizon Wireless
 180 Washington Valley Road
 Bedminster, New Jersey 07921
 Attention: Network Real Estate

If to Licensor: Boise State University
 Attn: Jeff Banka, CPA
 Director, Finance & Leasing
 1910 University Dr.
 Boise, Idaho 83725-1247
 208.426.2861

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer Licensor or its successor will send the documents listed below in this subsection (b) to Licensee. Until Licensee receives all such documents, Licensee shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. New deed to Property
- ii. Bill of Sale or Transfer of License
- iii. New IRS Form W-9
- iv. Full contact information for new Licensor including all phone number(s)

20. CONDEMNATION. In the event Licensor receives notification of any condemnation proceedings affecting the Property, Licensor will provide notice of the proceeding to Licensee within thirty (30) days. If a condemning authority takes all of the Property or a portion sufficient, in Licensee's sole but commercially reasonable determination, to render the Premises unsuitable for Licensee, Licensee may elect to terminate this Agreement as of the date the title vests in the condemning authority, upon notice to Licensor. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds which for Licensee will include, where applicable, the value of its Communication Facility, moving expenses, and business dislocation expenses, so long as Licensor's condemnation proceeds are not reduced.

21. CASUALTY. Licenser will provide notice to Licensee of any casualty or other harm affecting the Premises within fifteen (15) days of the casualty or other harm. If any part of the Communication Facility is damaged by casualty or other harm as to render the Premises unsuitable, in Licensee's sole but commercially reasonable determination, then Licensee may terminate this Agreement by providing written notice to Licenser, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Licensee will be entitled to collect all insurance proceeds payable to Licensee on account thereof.

22. WAIVER OF LICENSOR'S LIENS. Licenser waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Licenser consents to Licensee's right to remove all or any portion of the Communication Facility (exclusive of the PSDAS) from time to time in Licensee's sole discretion and without Licenser's consent.

23. TAXES. Licenser shall be responsible for payment of all taxes related to the Property and improvements located thereon. Licensee shall be responsible for any increase in taxes relative to the Communication Facility or any of Licensee's personal property brought onto the Property and for all taxes assessed directly against the Communication Facility and/or any of Licensee's other personal property.

24. SALE OF PROPERTY.

(a) Licenser shall not be prohibited from the selling, leasing or use of any of the Property except as provided below.

(b) If Licenser at any time during the Term of this Agreement decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property, to a purchaser other than Licensee, Licenser shall promptly notify Licensee in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Licensee's rights hereunder. In the event the Property is transferred, the new Licenser shall have a duty at the time of such transfer to provide Licensee with a completed IRS Form W-9, or its equivalent, and other related paperwork to effect a transfer in License Fees to the new Licenser.

(c) Licenser agrees not to sell, license or use any areas of the Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance if Licenser reasonably determines that such sale, license, or use likely would adversely affect and materially interfere with Licensee's Permitted Use or

communications equipment or actually does adversely affect and materially interferes with the same as determined by radio propagation tests performed by Licensee in its sole discretion, any such testing to be at the expense of Licensee. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Licensee, Licensee, as its sole remedy, may terminate this Agreement.

(d) The provisions of this Section shall in no way limit or impair the obligations of Licensors under this Agreement, including interference and access obligations.

25. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Licensors and Licensee. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver or in any way affect the right of either party to enforce such provision thereafter.

(b) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Licensee and Licensors each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability. Any obligation or liability whatsoever of the Licensors which may at any time arise under or pursuant to this Agreement shall be satisfied, if at all, out of the Licensors' equity interest and estate in the Premises. No such obligation or liability shall be personally binding on nor shall resort for the enforcement thereof be had to any other property of the Licensors or the private property of any of its officers, directors, stockholders, members, partners, employees, brokers, or affiliates, regardless of whether such obligation or liability is in the nature of contract, tort or otherwise.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns. There shall be no third-party beneficiaries hereof.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(e) **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho, without regard to its conflict of law principles. Any

action to enforce the provisions of this Agreement shall be brought in State district court in Ada County, Boise, Idaho. The Parties hereby consent to jurisdiction of such courts.

(f) Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions and capitalized terms are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term “including” will be interpreted to mean “including but not limited to”; (iii) whenever a party’s consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) reference to a default will take into consideration any applicable notice, grace and cure periods; (vi) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; and (vii) the singular use of words includes the plural where appropriate.

(g) Affiliates. All references to “Licensee” shall be deemed to include any Affiliate (as hereinafter defined) of Licensee using the Premises for any Permitted Use or otherwise exercising the rights of Licensee pursuant to this Agreement. “**Affiliate**” means with respect to a party to this Agreement any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party where control of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(h) Survival. Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(i) W-9. Licenser agrees to provide Licensee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Licensee.

(j) No Electronic Signatures/No Option. The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Licenser and Licensee.

(k) Severability. If any provision of this Agreement is held invalid, illegal or unenforceable by a court or agency of competent jurisdiction, (a) the validity, legality and

enforceability of the remaining provisions of this Agreement are not affected or impaired in any way if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (b) the parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or unenforceable) that is valid, legal and enforceable and carries out the parties' intentions to the greatest lawful extent. If any such action or determination renders the overall performance of this Agreement impossible or materially impairs the original purpose, intent or consideration of this Agreement, and the parties are, despite the good faith efforts of each, unable to amend this Agreement to retain the original purpose, intent and consideration in compliance with that court or agency determination, either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.

(l) Counterparts. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) Reserved.

List of Exhibits:

- Exhibit 1 – Legal Description of Property
- Exhibit 2 – Premises Description
- Exhibit 3 – Installation Plan
- Exhibit 4 – Service Level Agreement

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

WITNESSES:

“LICENSOR”

Boise State University

By: _____

Print Name: _____

Print Name: _____

Its: _____

Print Name: _____

Date: _____

“LICENSEE”

CommNet Cellular Inc. d/b/a Verizon Wireless

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1
LEGAL DESCRIPTION OF THE PROPERTY

(To be Attached – 2 pages)

A tract of land situated in Sections 10 and 15, Township 3 North, Range 2 East, Boise Meridian, more particularly described as follows:

Beginning at the corner of Sections 10, 11, 14 and 15, Township 3 North, Range 2 East, Boise Meridian; thence,
 South 0°59'36" West, along the section line common to Sections 14 and 15 a distance of 1,178.04 feet to a point on the North right-of-way of Bellvue Street extended; thence,
 North 89°47'59" West, along said North right-of-way line of Bellvue Street extended 64.67 feet to the point of intersection of the North right-of-way line of Bellvue Street and the West right-of-way line of Broadway Avenue which is the REAL POINT OF BEGINNING;
 thence, continuing
 North 89°47'59" West, on the North right-of-way line of Bellvue Street 2,202.27 feet to a point; thence, Northwestery on the arc of a circle of 42.0 feet in radius curving to the right, an arc distance of 66.13 feet, the chord of said arc running
 North 44°41'35" West, 59.51 feet to a point on the East right-of-way line of Lincoln Street; thence,
 North 0°24'50" East, along said East right-of-way line of Lincoln Street 184.34 feet to a point; thence, Northwestery on the arc of a circle of 318.31 feet in radius curving to the left, an arc distance of 353.19 feet, the chord of said arc running
 North 31°22'25" West, 335.35 feet to a point on the Northerly right-of-way line of College Boulevard; thence, North 63°09'40" West, along the Northerly right-of-way line of College Boulevard 1,125.39 feet to a point on the center line of a driveway; thence,
 North 26°47'38" East, along the center line of said driveway 296.80 feet said line also being the Easterly boundary of the Campus Grade School property; thence,
 North 69°00'28" West, 354.72 feet along the Northerly boundary of the Campus School property to a point; thence, continuing
 North 69°00'28" West, 315.00 feet along the Northerly boundary of the alley in Block 21 of the Boise City Park Subdivision as on file in the records of Ada County to the Southeast corner of Lot 7, Block 21 of said Boise City Park Subdivision; thence
 North 20°59'32" East, 177.50 feet on the Easterly lot line of said Lot 7 to a point on the Northerly right-of-way line of Sherwood Street; thence,
 North 69°00'28" West, along the Northerly right-of-way line of Sherwood Street 591.68 feet to a point on the Easterly right-of-way line of Capitol Boulevard, said point being 78 feet Easterly from the center line of Capitol Boulevard; thence,
 North 35°12'32" East, along the Easterly right-of-way line of Capitol Boulevard, 758.34 feet to a point on the Southerly right-of-way line of Campus Drive; thence,
 South 46°54'20" East, along the Southerly right-of-way line of Campus Drive 1,400.25 feet to a point; thence,
 Easterly on the arc of a circle 1,114.24 feet, in radius curving to the left, an arc distance of 1,022.69 feet, the chord of said arc running
 South 73°11'56" East, 987.14 feet; thence,
 North 80°30'27" East, 699.24 feet to a point; thence,
 Easterly on the arc of a circle 643.70 feet in radius curving to the right an arc distance of 434.03 feet, the chord of said arc running
 South 80°10'33" East, 425.86 feet; thence,
 South 60°51'32" East, 1,038.41 feet to a point on the West right-of-way line of Broadway Avenue; thence,

South 1°19'44" West, along said West right-of-way line of Broadway Avenue 826.12 feet to the REAL POINT OF BEGINNING.

ALSO KNOWN AS:

All of Boise State College, according to the official plat thereof, filed in Book 26 of Plats at Page(s) 1618 and 1619, Official Records of Ada County, Idaho, and amended by Affidavit recorded March 29, 1985 as Instrument No. 8516575 and that portion of vacated Campus Drive as vacated in Instrument No. 901058 recorded September 30, 1974, and Vacation and Abandonment in Resolution recorded October 28, 1999 recorded as Instrument No. 99105378.

EXCEPTING THEREFROM:

A parcel of land in the Boise State College, according to the plat thereof, filed in Book 26 of Plats at Pages 1618 and 1619, records of Ada County, Idaho, more particularly described as follows:

Beginning at Property Corner No. 1 of said tract; thence
North 51°53'20" West 422.59 feet to the REAL POINT OF BEGINNING; thence
South 61°30'20" West 113.00 feet to a point; thence
North 28°29'40" West 118.50 feet to a point; thence
North 61°30'20" East 113.00 feet to a point; thence
South 28°29'40" East 118.50 feet to a point.

ALSO EXCEPTING THEREFROM that portion sometimes described as Christ Chapel Lot being South of the Boise River, East of Campus Drive and West of Broadway Avenue, located in the North half of Section 15, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho.

**EXHIBIT 2
DEPICTION OF EQUIPMENT SPACE**

(See Attached – 36 pages)

New Construction of BOI Skybox DAS, Boise State University, Brady Garage TI

2200 University Drive Boise, Idaho 83725

CONSTRUCTION DOCUMENTS 100% - JAN. 20, 2014

VICINITY MAP

PROJECT DIRECTORY

Owner:
State of Idaho
Division of Public Works
1023 Court Street
Boise, Idaho 83720
208.333.7555 phone
208.333.7555 fax

Agency:
Boise State University
1023 Court Street
Boise, Idaho 83720
208.421.3444 phone
208.421.3444 fax

Contractor:
TowerCom Technologies
747 North Star Road
Boise, Idaho 83725
208.384.0294 phone
208.384.0294 fax

Architect:
Sichter Architects, Inc.
4411 Ulrick Road
Boise, Idaho 83725
208.348.1474 phone
208.348.1474 fax

Structural Engineer:
TowerCom Technologies
747 North Star Road
Boise, Idaho 83725
208.384.0294 phone
208.384.0294 fax

Electrical Engineer:
Electrical Engineering Com.
805 E. Industry Way, Suite 300
Boise, Idaho 83725
208.375.4400 phone
208.375.4400 fax

Mechanical Engineer:
Mugrove Engineering
234 S. Wengert Road
Boise, Idaho 83725
208.344.0385 phone
208.344.0385 fax

PROJECT DESCRIPTION:
FOR THE SKYBOX DAS, BRADY GARAGE TI, AND SKYBOX TI, THE ARCHITECT HAS PREPARED THESE CONSTRUCTION DOCUMENTS TO PROVIDE THE CLIENT WITH THE NECESSARY INFORMATION TO OBTAIN PERMITS AND TO CONSTRUCT THE PROJECT. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE PROTECTION OF THE EXISTING UTILITIES. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN OF THE PROJECT. THE CLIENT SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF THE PROJECT. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN OF THE PROJECT. THE CLIENT SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF THE PROJECT.

PROJECT LOCATION:
2200 UNIVERSITY DRIVE
BOISE, IDAHO 83725

PROJECT AREA:
10 ACRES

PROJECT BOUNDARY:
2200 UNIVERSITY DRIVE
BOISE, IDAHO 83725

PROJECT ZONING:
R-10

PROJECT OWNER:
STATE OF IDAHO
DIVISION OF PUBLIC WORKS
1023 COURT STREET
BOISE, IDAHO 83720
208.333.7555 PHONE
208.333.7555 FAX

PROJECT ARCHITECT:
SICHTER ARCHITECTS, INC.
4411 ULTRICK ROAD
BOISE, IDAHO 83725
208.348.1474 PHONE
208.348.1474 FAX

PROJECT ENGINEER:
TOWERCOM TECHNOLOGIES
747 NORTH STAR ROAD
BOISE, IDAHO 83725
208.384.0294 PHONE
208.384.0294 FAX

PROJECT ELECTRICAL ENGINEER:
ELECTRICAL ENGINEERING COM.
805 E. INDUSTRY WAY, SUITE 300
BOISE, IDAHO 83725
208.375.4400 PHONE
208.375.4400 FAX

PROJECT MECHANICAL ENGINEER:
MUGROVE ENGINEERING
234 S. WENGERT ROAD
BOISE, IDAHO 83725
208.344.0385 PHONE
208.344.0385 FAX

General Notes:

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC), INTERNATIONAL MECHANICAL CODE (IMC), INTERNATIONAL ELECTRICAL CODE (IEC), AND INTERNATIONAL PLUMBING CODE (IPC).
- ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC), INTERNATIONAL MECHANICAL CODE (IMC), INTERNATIONAL ELECTRICAL CODE (IEC), AND INTERNATIONAL PLUMBING CODE (IPC).
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Project Description:
STORAGE AREA FOR BUS PARKING MANIPULATION SERVICES. THE EXISTING STORAGE AREA WILL BECOME A COMMUNICATIONS EQUIPMENT AREA FOR VERISON.

Building Code Data:
2009 INTERNATIONAL BUILDING CODE
2009 INTERNATIONAL MECHANICAL CODE
2009 INTERNATIONAL ELECTRICAL CODE
2009 INTERNATIONAL PLUMBING CODE
2009 INTERNATIONAL MECHANICAL CODE
2009 INTERNATIONAL ELECTRICAL CODE
2009 INTERNATIONAL PLUMBING CODE
2009 INTERNATIONAL MECHANICAL CODE
2009 INTERNATIONAL ELECTRICAL CODE
2009 INTERNATIONAL PLUMBING CODE

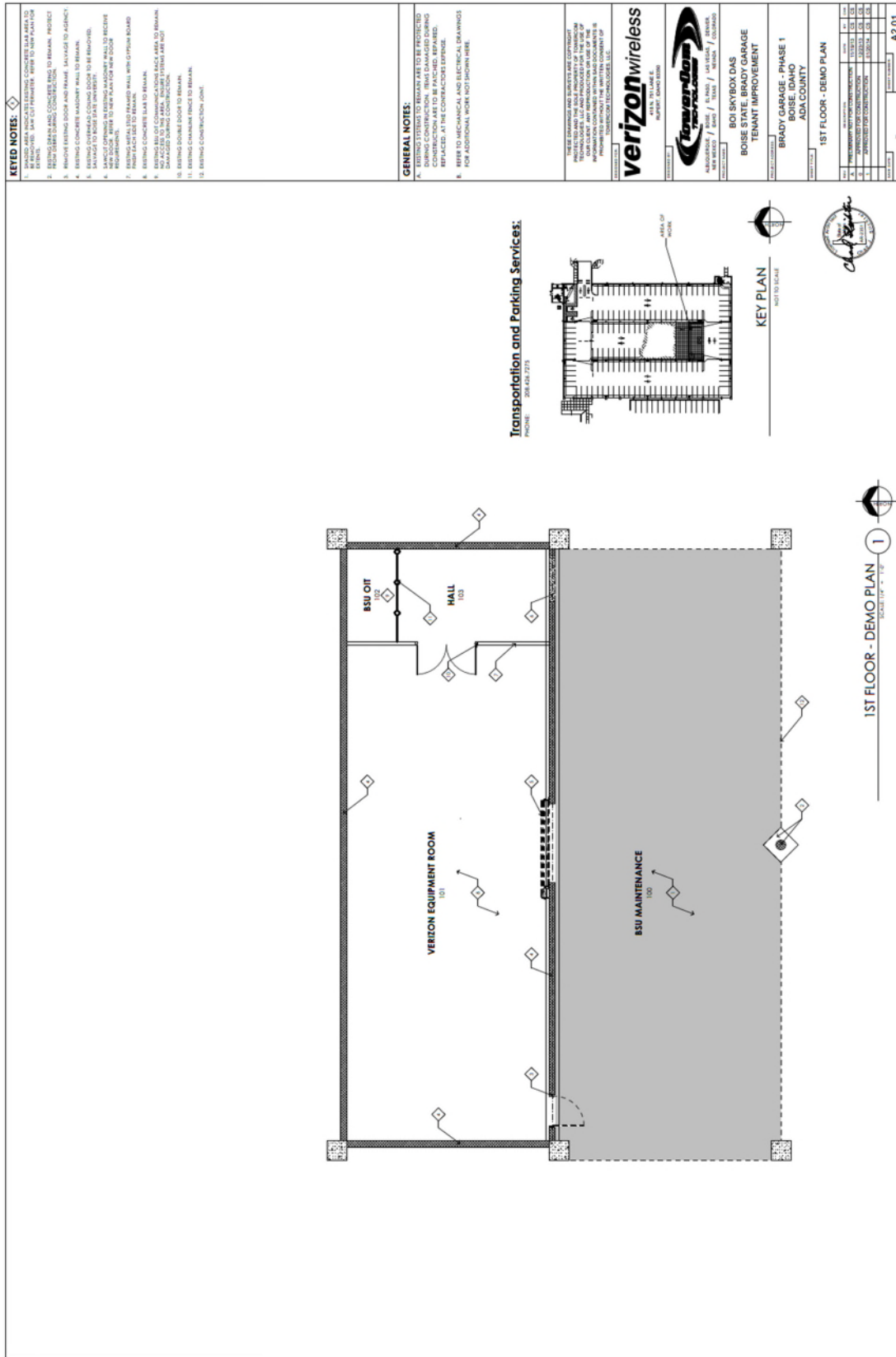
Building Information:
ADDRESS: 2200 UNIVERSITY DRIVE
OCCUPANCY TYPE: 1.8
OCCUPANCY TYPE 1.8
TRANSPORTATION AND PARKING SERVICES:
PHASE 1: 2200 UNIVERSITY DRIVE
PHASE 2: 2200 UNIVERSITY DRIVE

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NO.	DESCRIPTION
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01.01	GENERAL NOTES
02.01	FOUNDATION PLAN
03.01	FOUNDATION PLAN
04.01	FOUNDATION PLAN
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06.01	FOUNDATION PLAN
07.01	FOUNDATION PLAN
08.01	FOUNDATION PLAN
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37.01	FOUNDATION PLAN
38.01	FOUNDATION PLAN
39.01	FOUNDATION PLAN
40.01	FOUNDATION PLAN
41.01	FOUNDATION PLAN
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80.01	FOUNDATION PLAN
81.01	FOUNDATION PLAN
82.01	FOUNDATION PLAN
83.01	FOUNDATION PLAN
84.01	FOUNDATION PLAN
85.01	FOUNDATION PLAN
86.01	FOUNDATION PLAN
87.01	FOUNDATION PLAN
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89.01	FOUNDATION PLAN
90.01	FOUNDATION PLAN
91.01	FOUNDATION PLAN
92.01	FOUNDATION PLAN
93.01	FOUNDATION PLAN
94.01	FOUNDATION PLAN
95.01	FOUNDATION PLAN
96.01	FOUNDATION PLAN
97.01	FOUNDATION PLAN
98.01	FOUNDATION PLAN
99.01	FOUNDATION PLAN
100.01	FOUNDATION PLAN

KEY PLAN
NOT TO SCALE

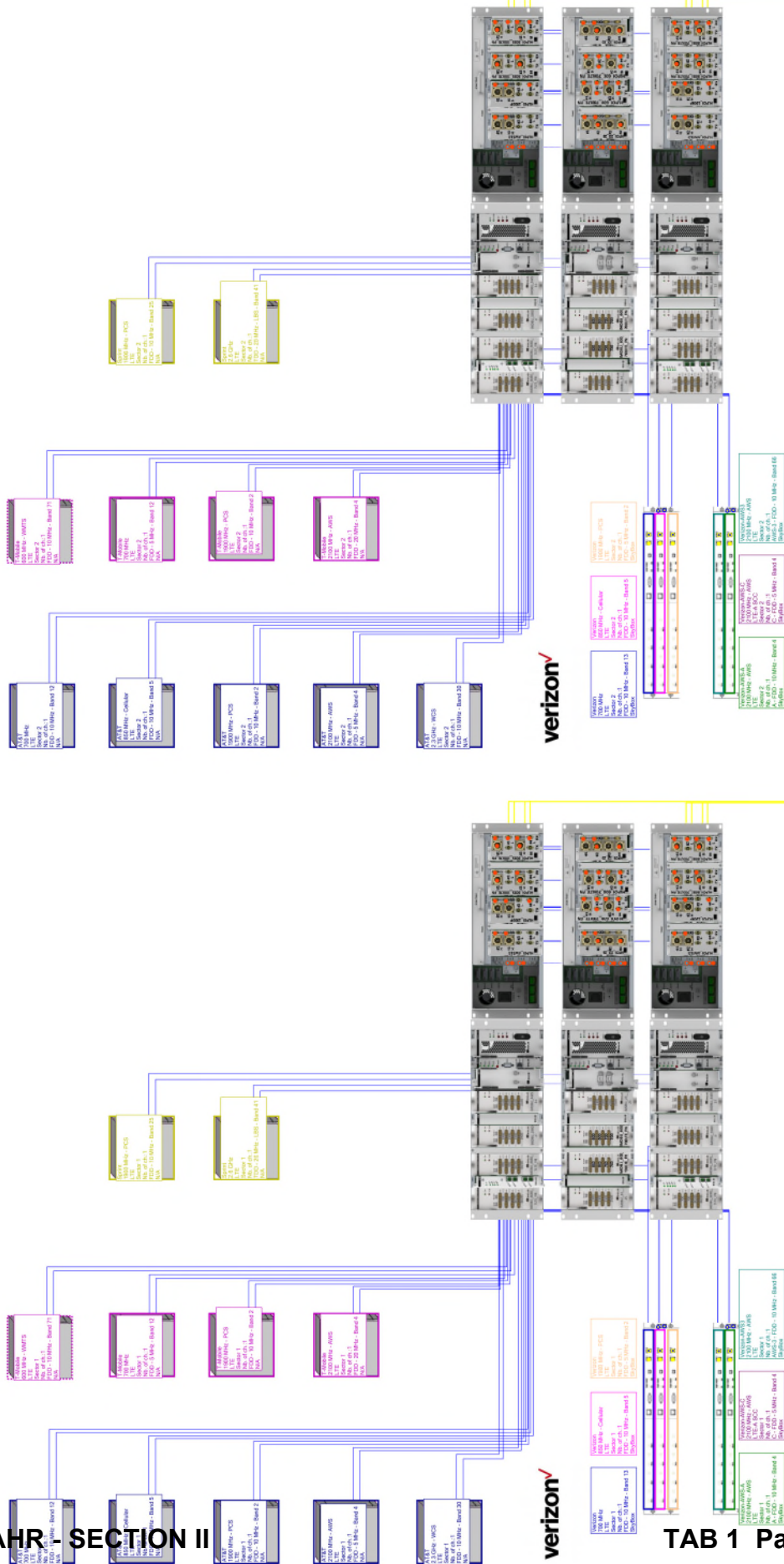
100' SCALE

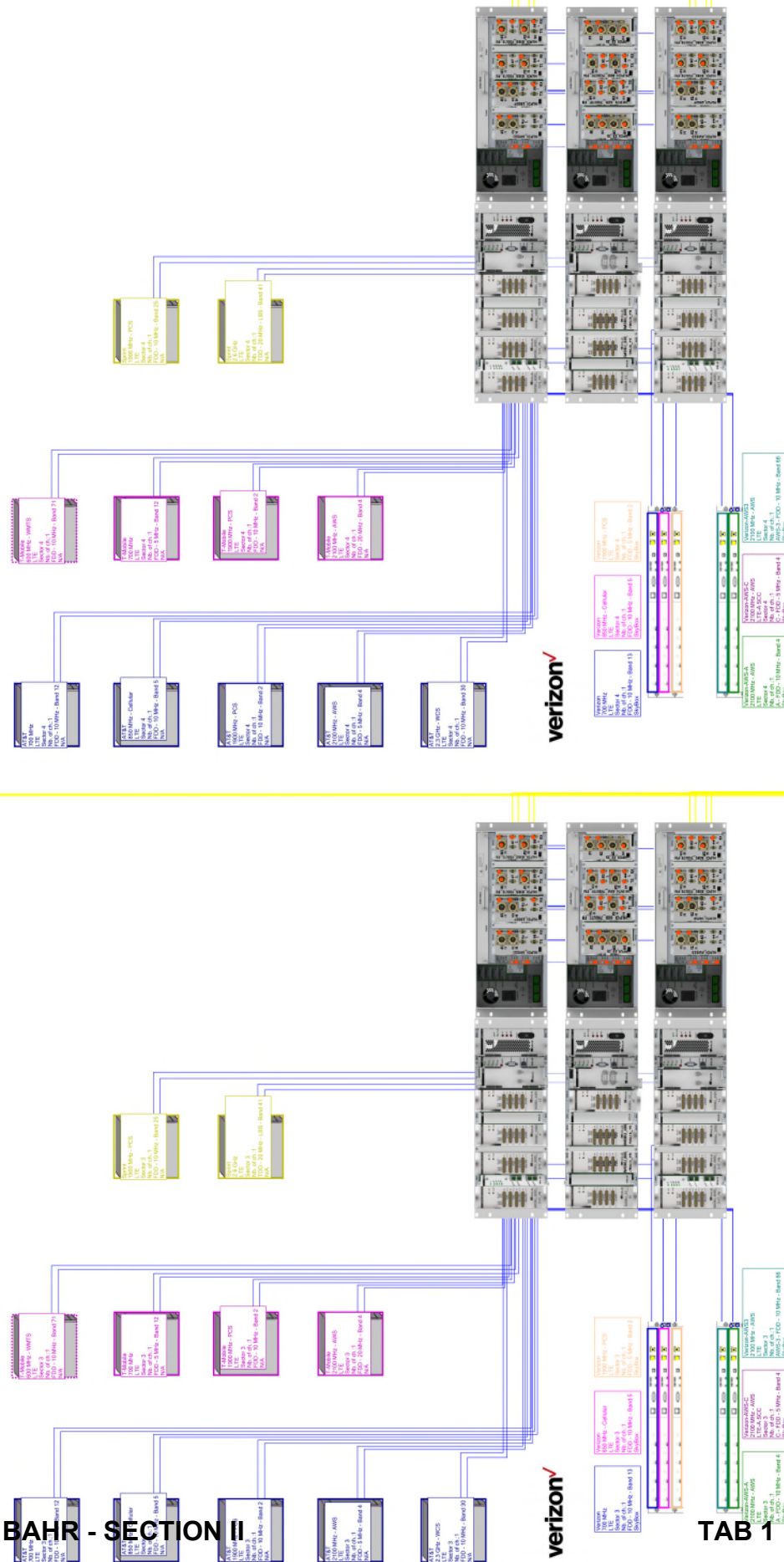


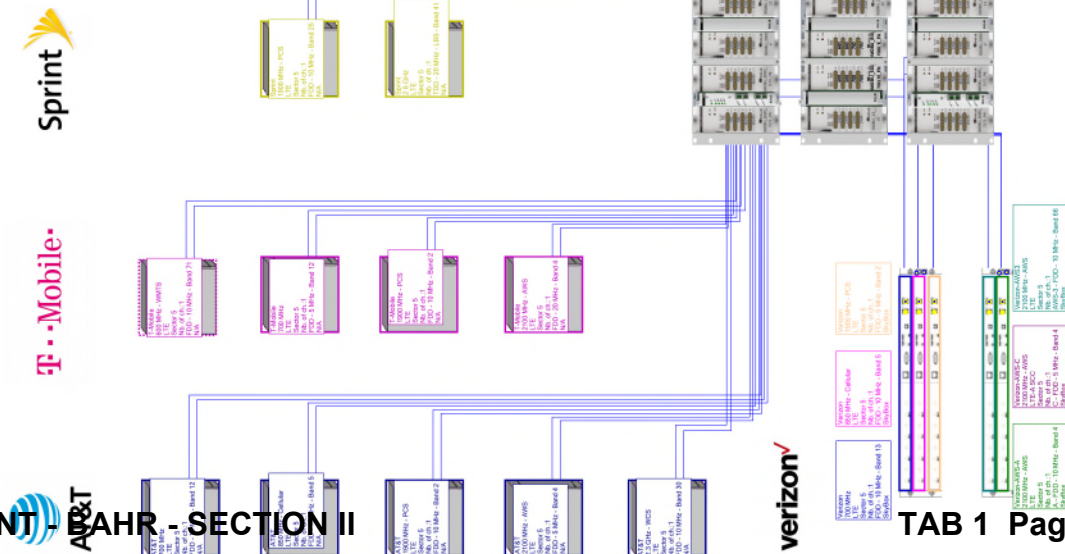
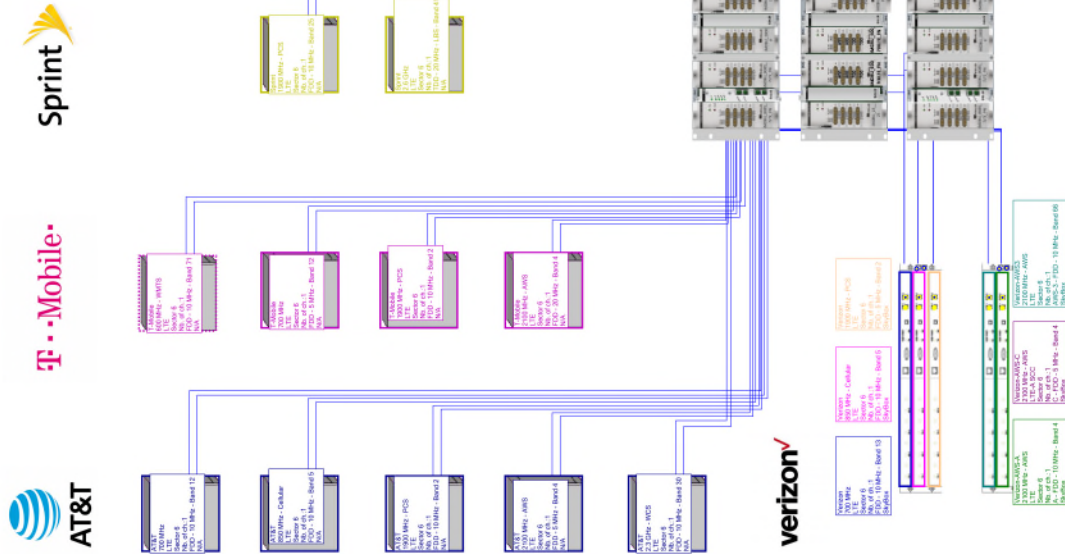
Verizon Wireless Distributed Antenna System Design



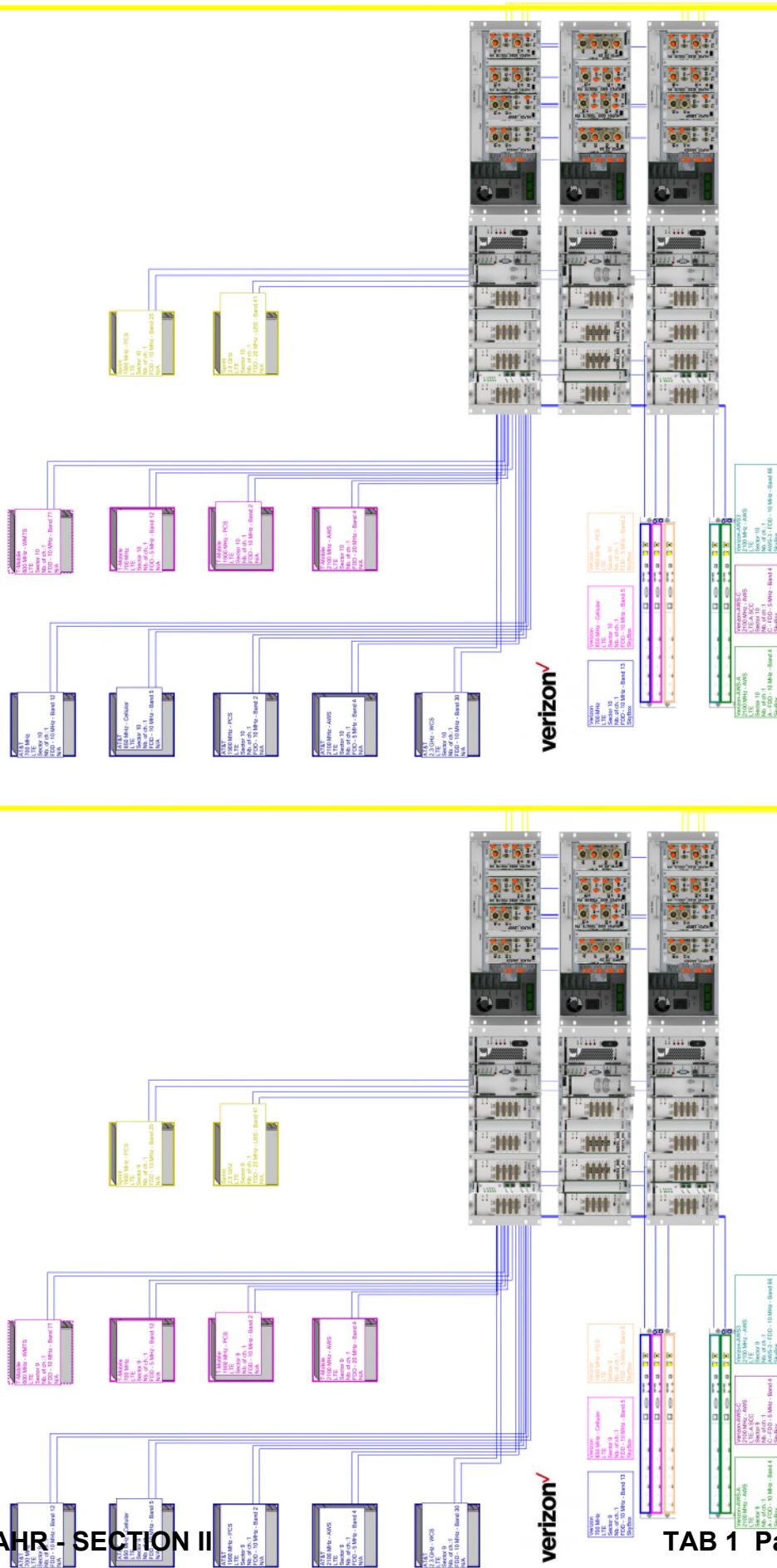
HEADEND CONFIGURATION



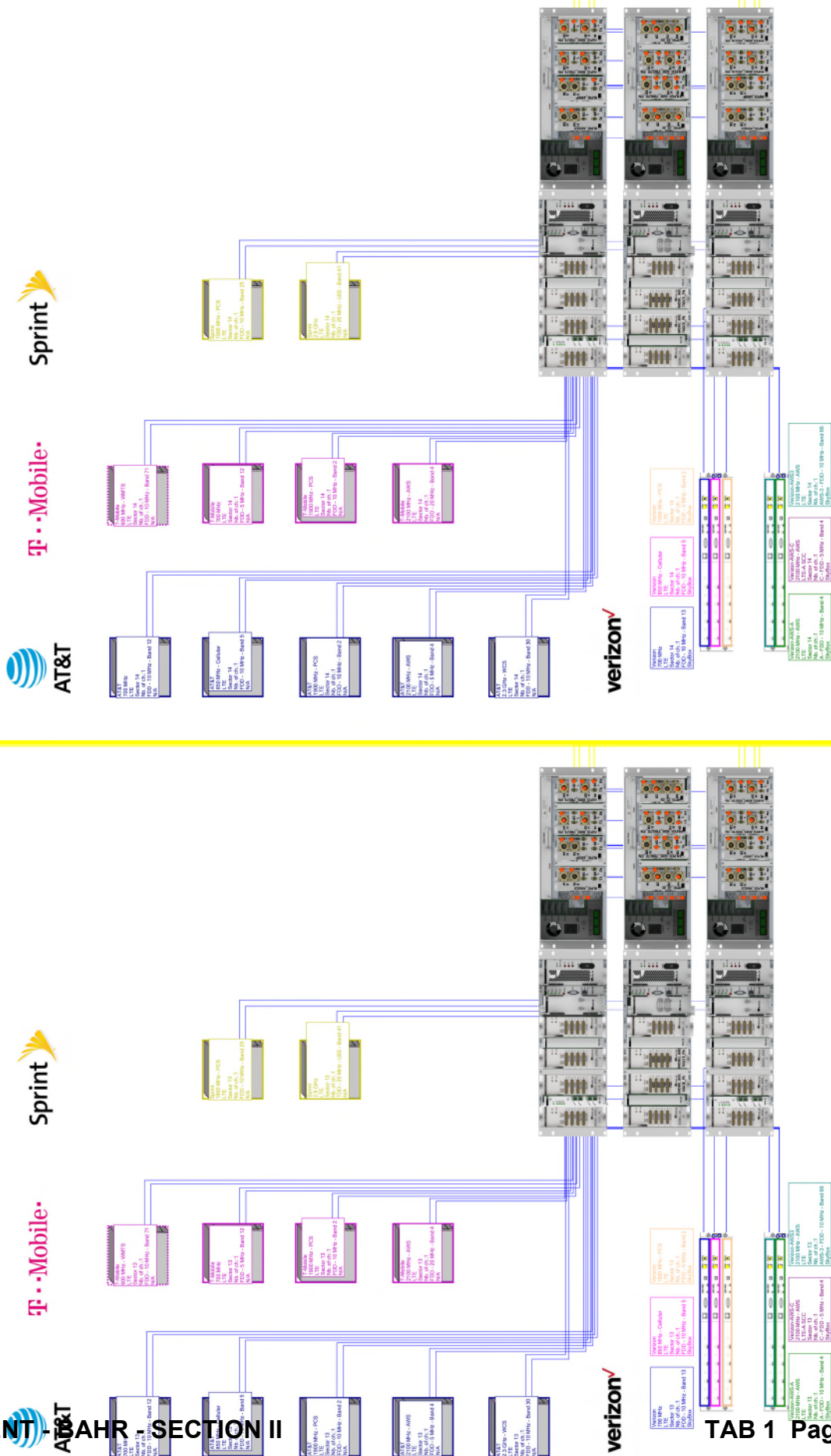


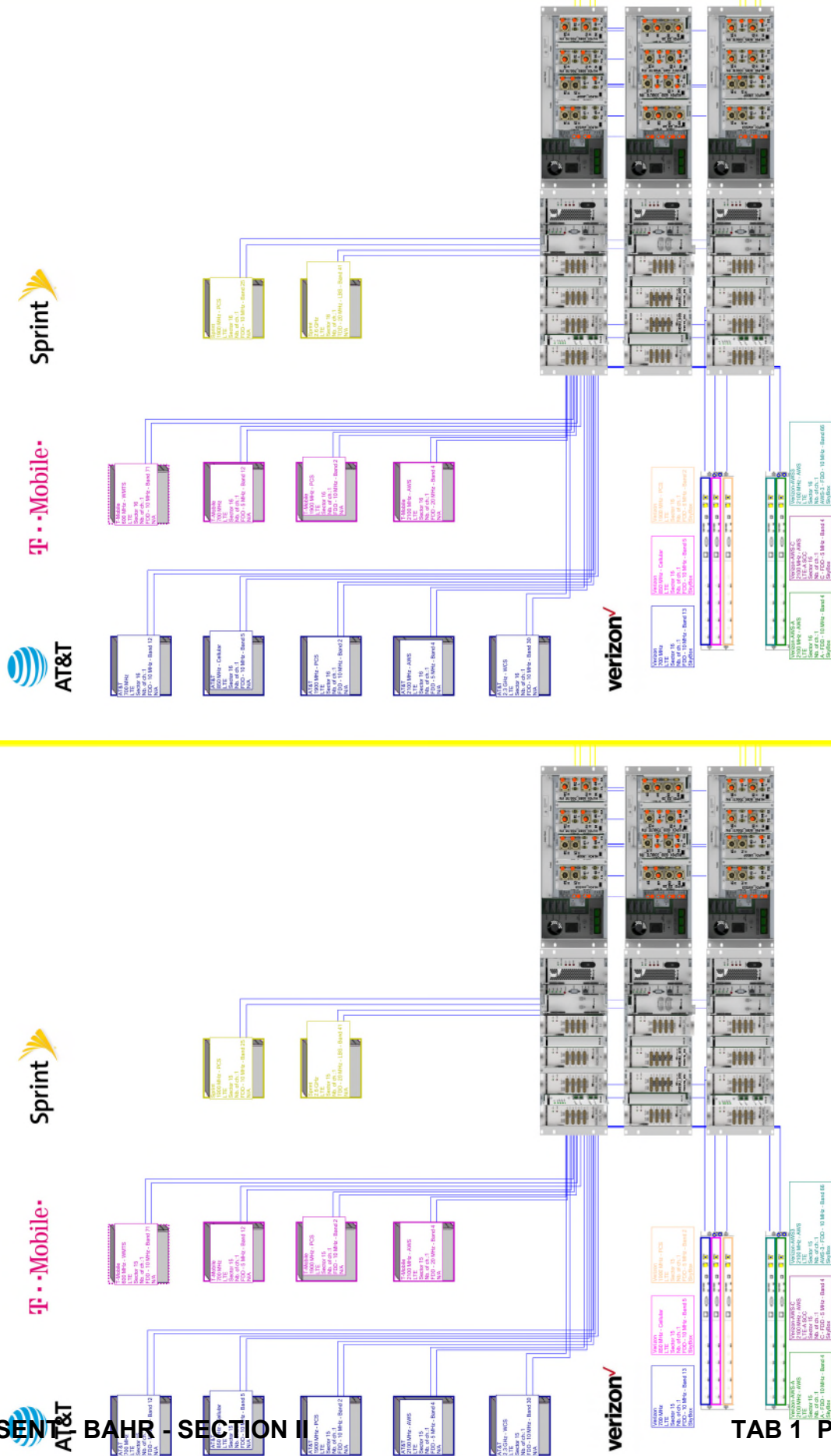


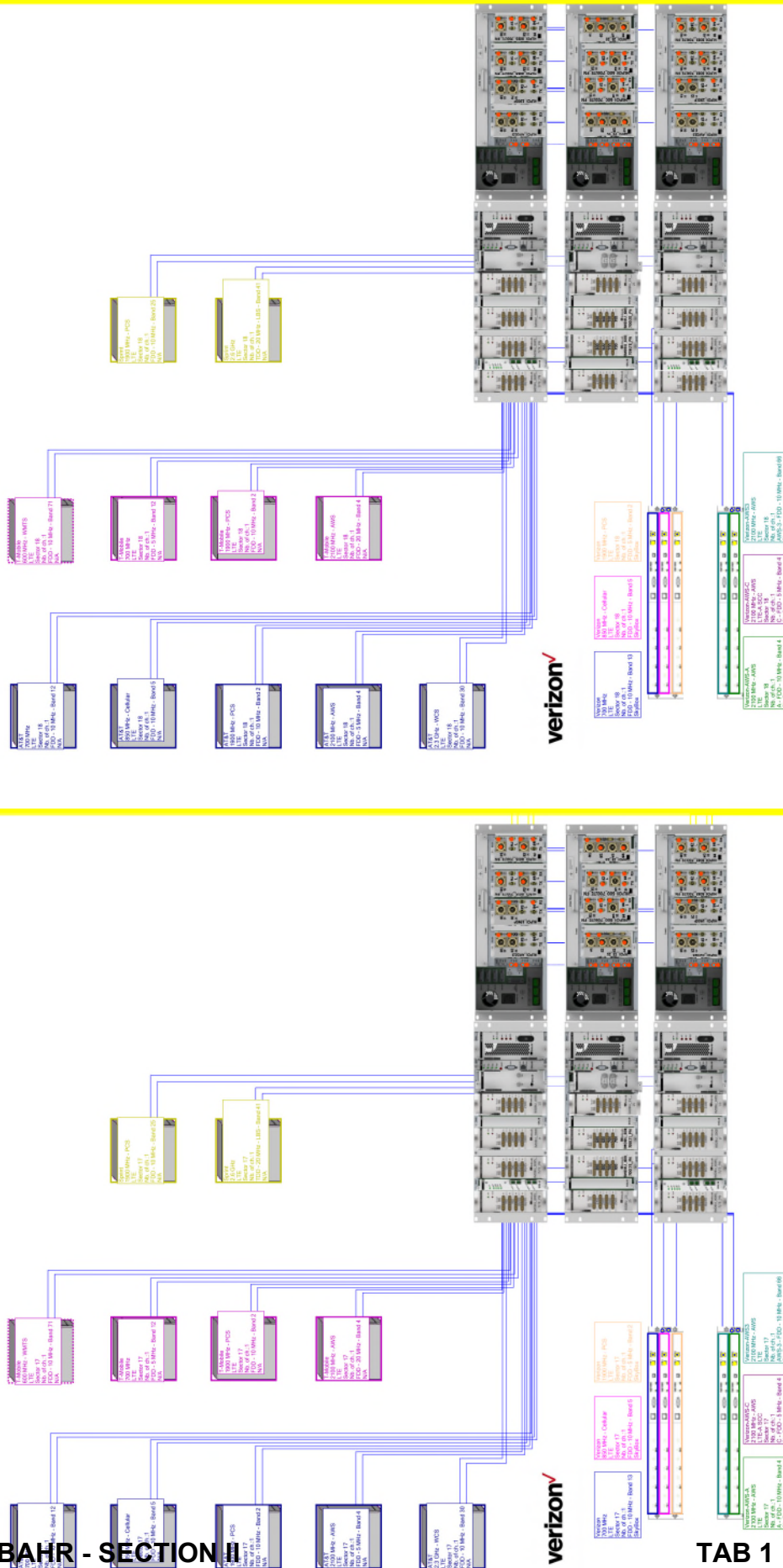


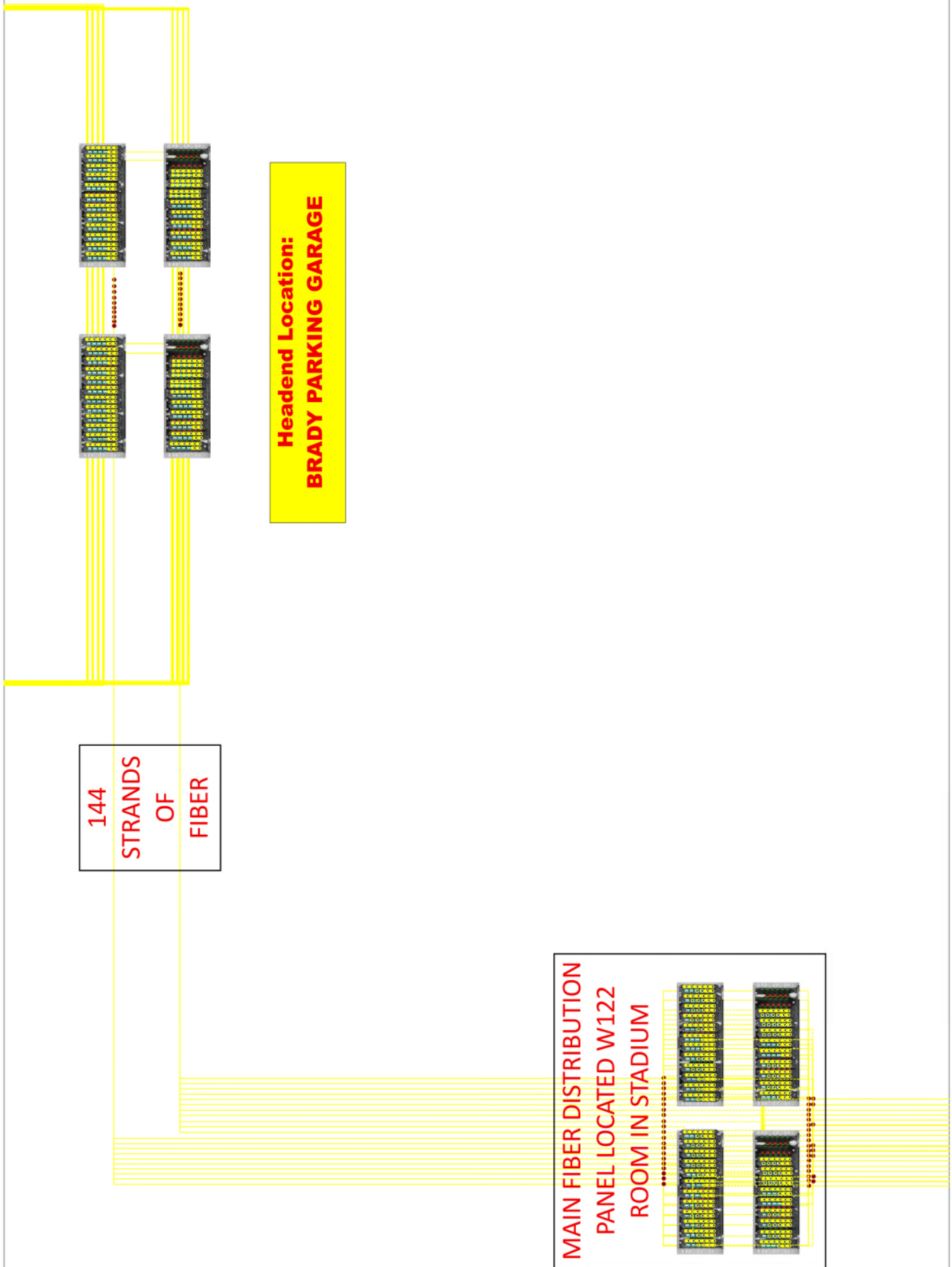




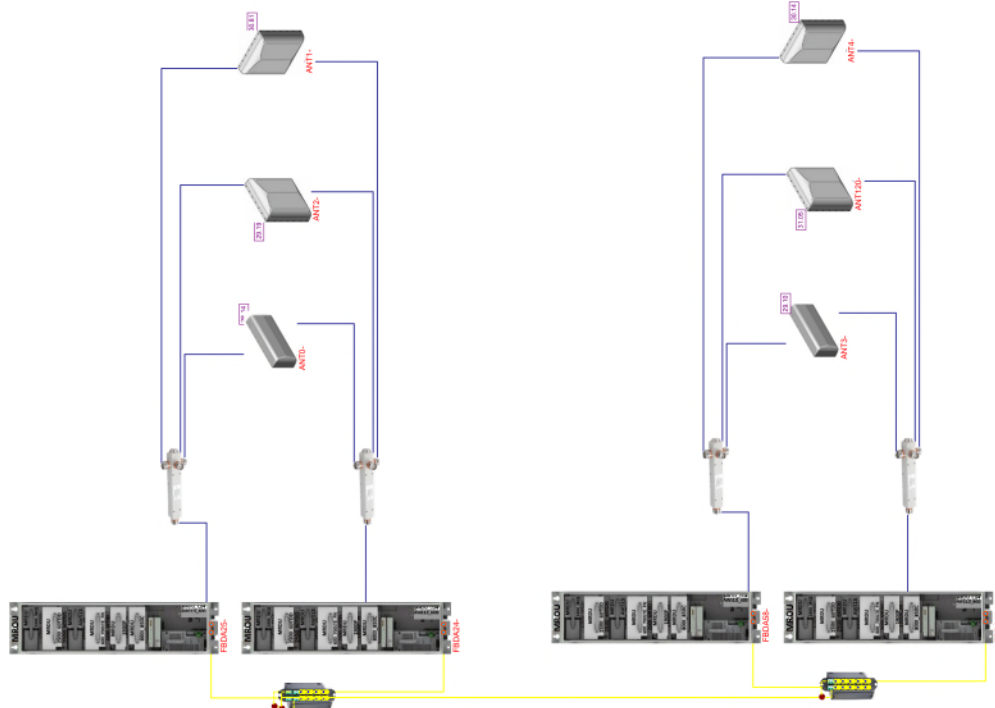




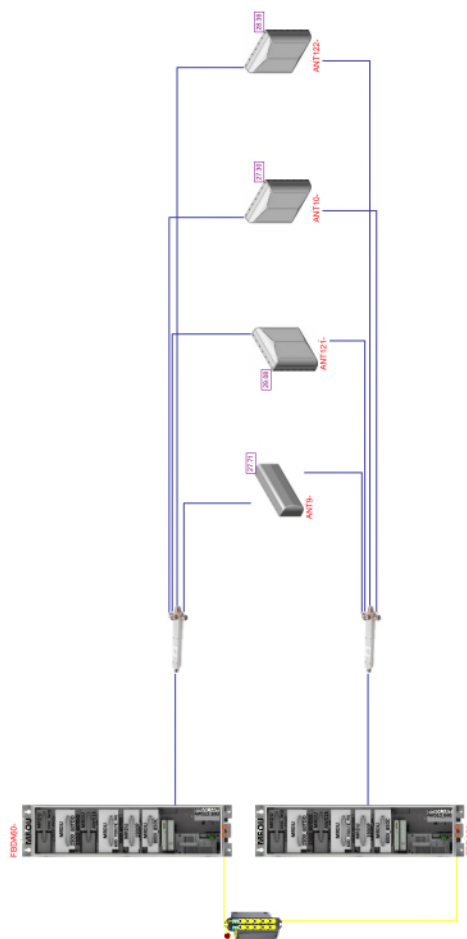
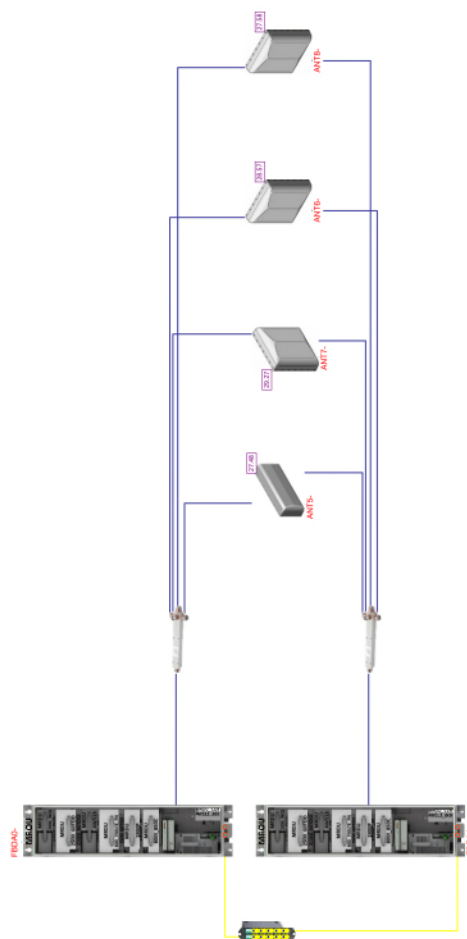




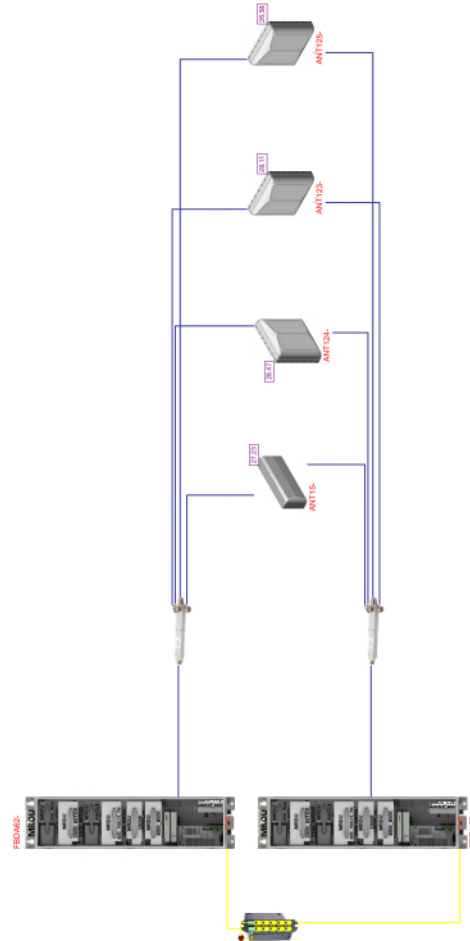
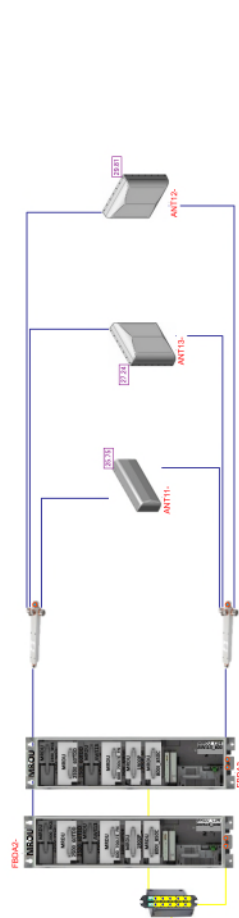
SECTOR 1
LOWER BOWL

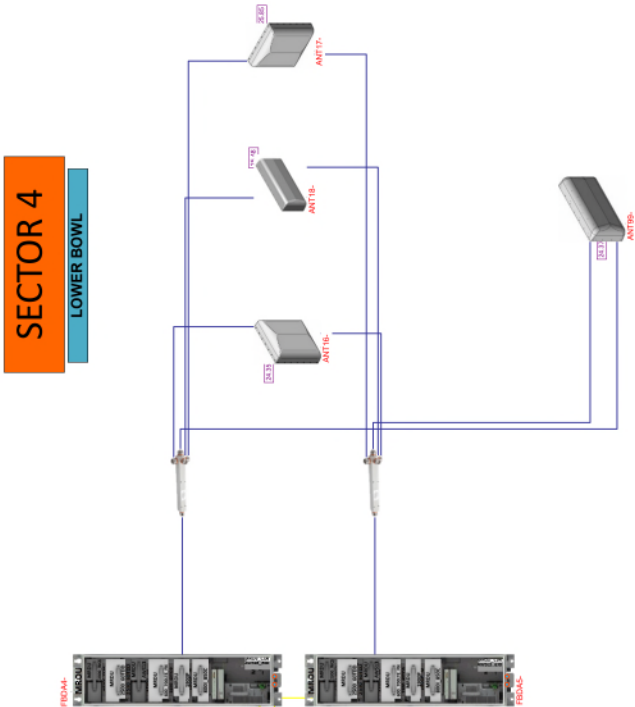


SECTOR 2
 LOWER BOWL

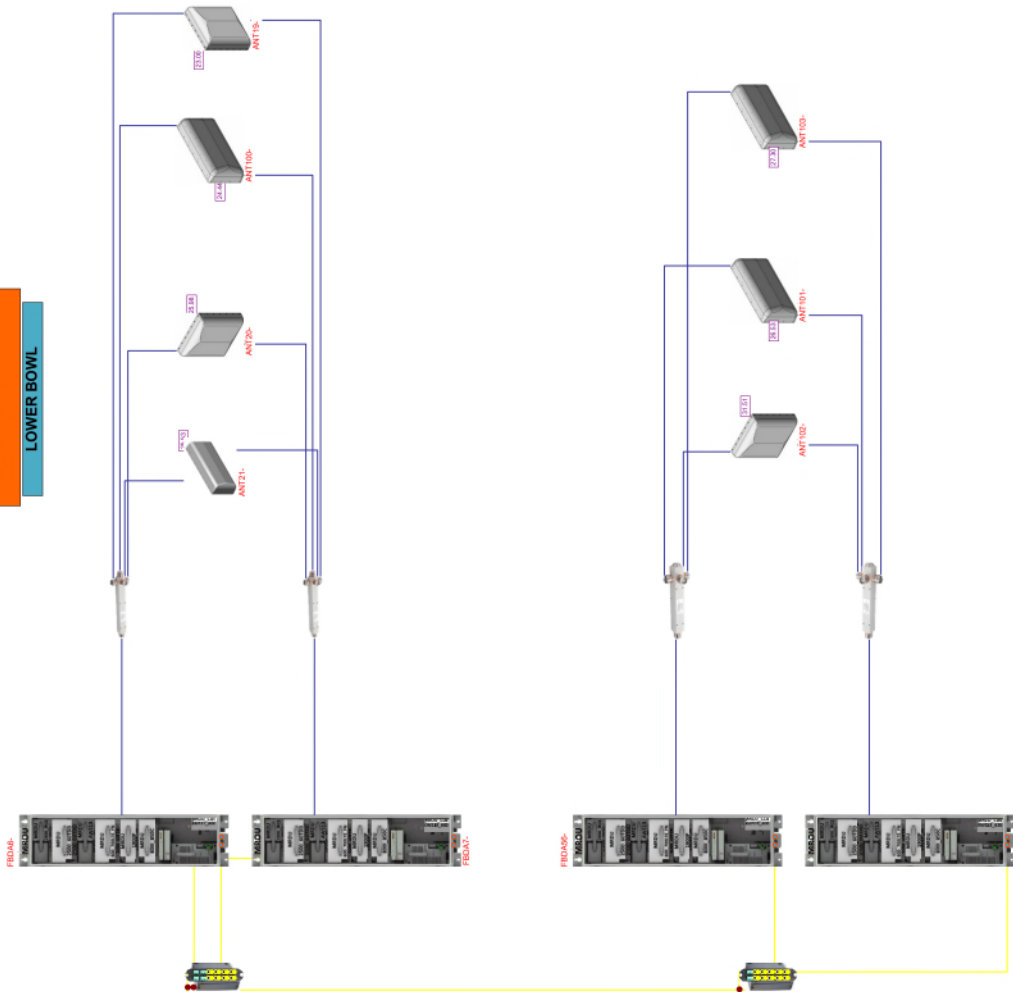


SECTOR 3
LOWER BOWL

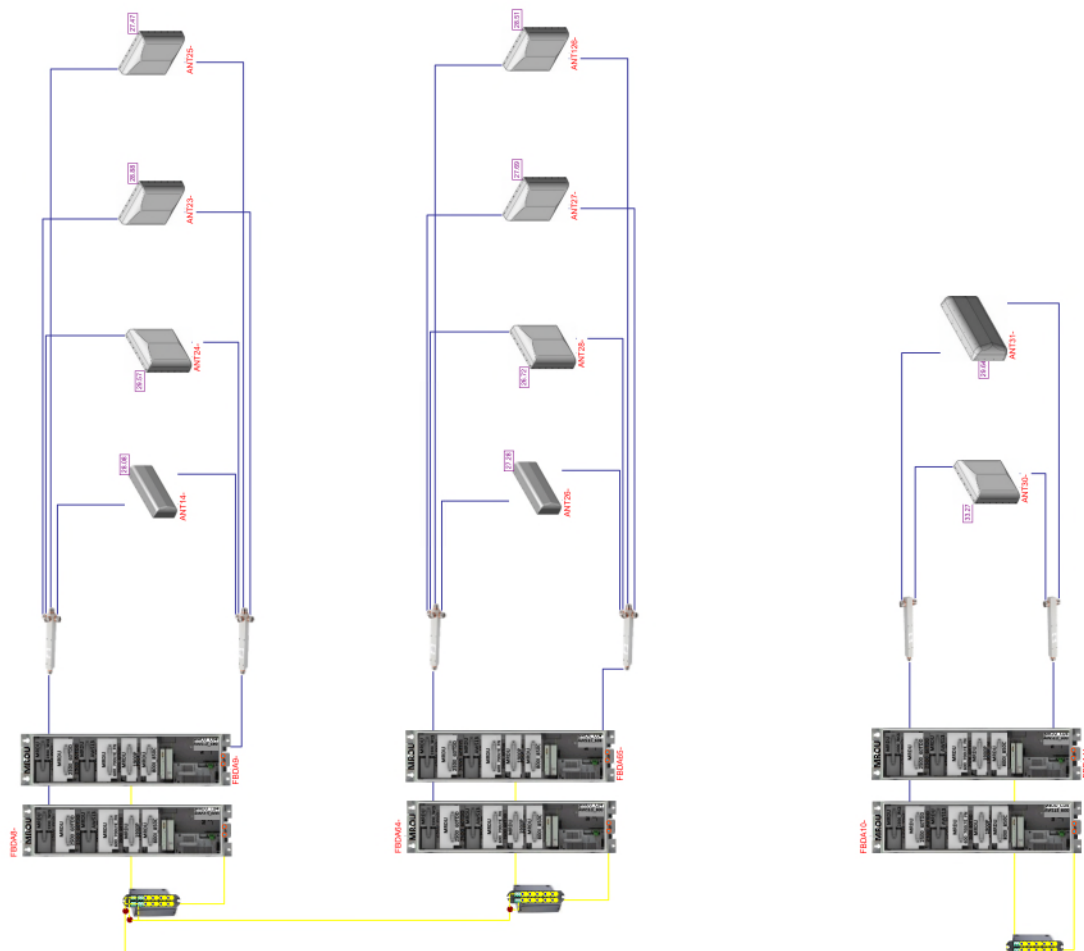




SECTOR 5
LOWER BOWL



SECTOR 6
LOWER BOWL



SECTOR 7
LOWER BOWL

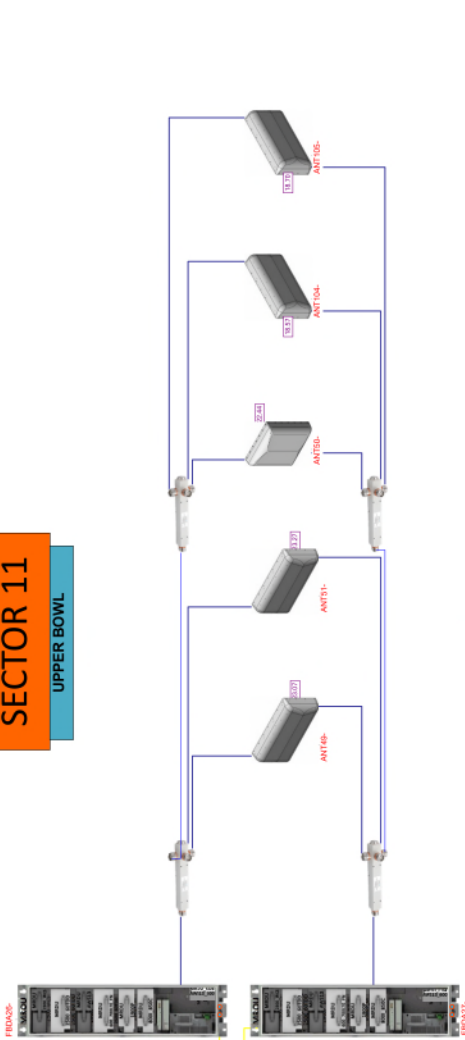


SECTOR 8
LOWER BOWL



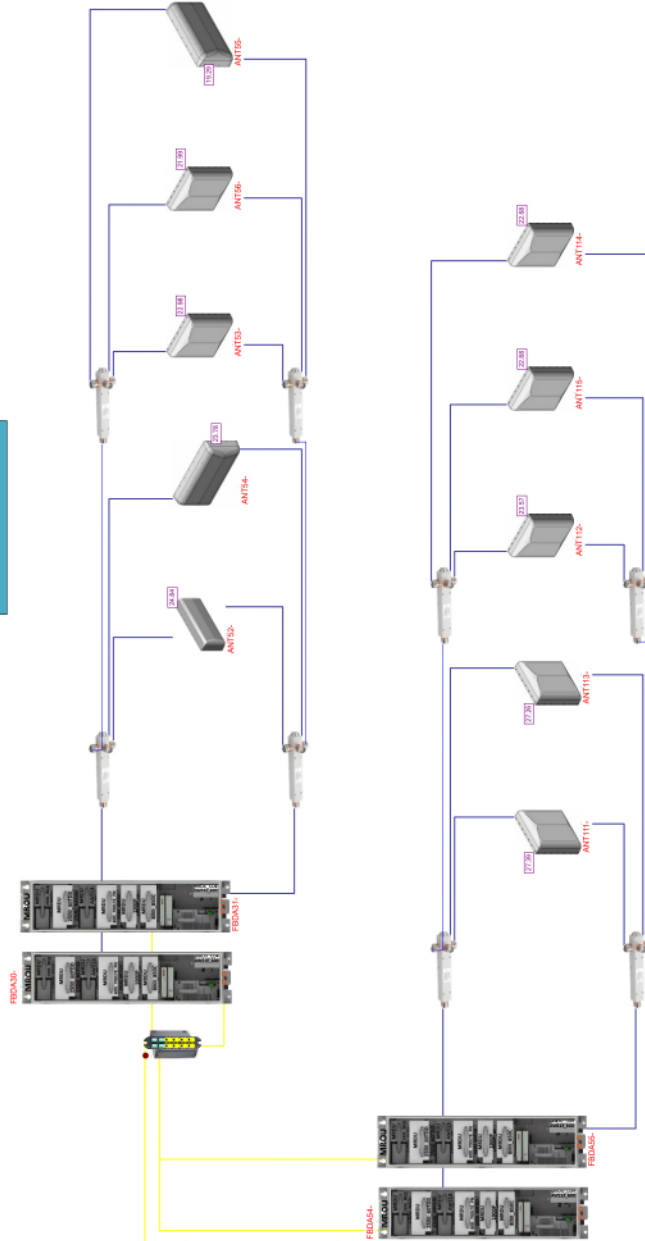
SECTOR 11

UPPER BOWL

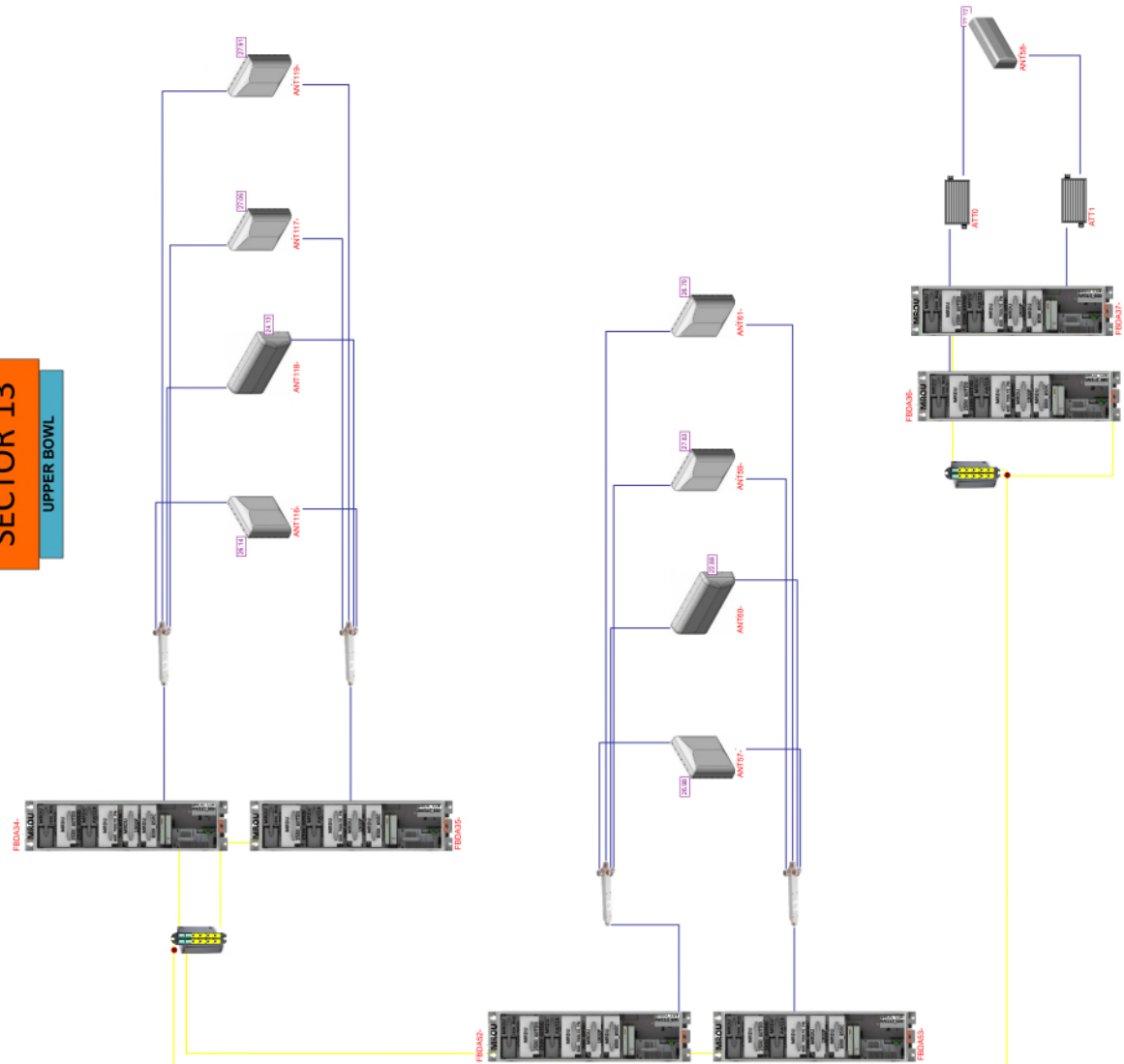


SECTOR 12

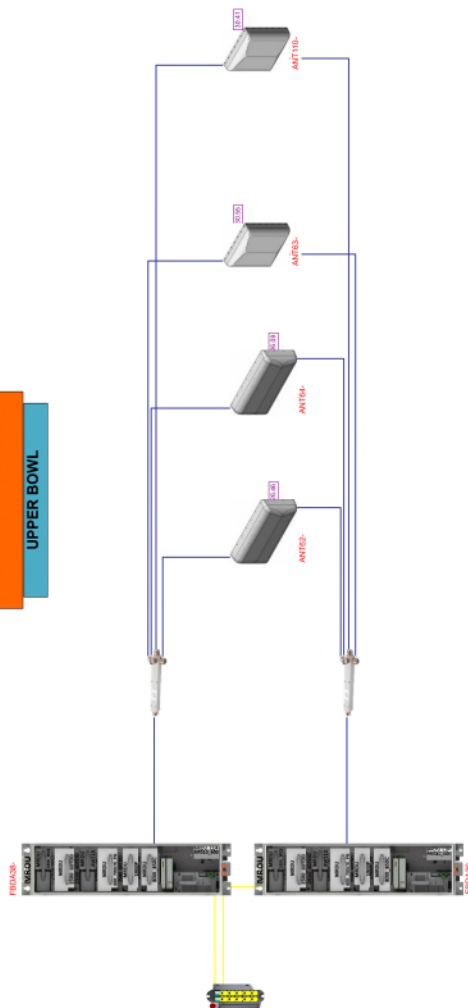
UPPER BOWL



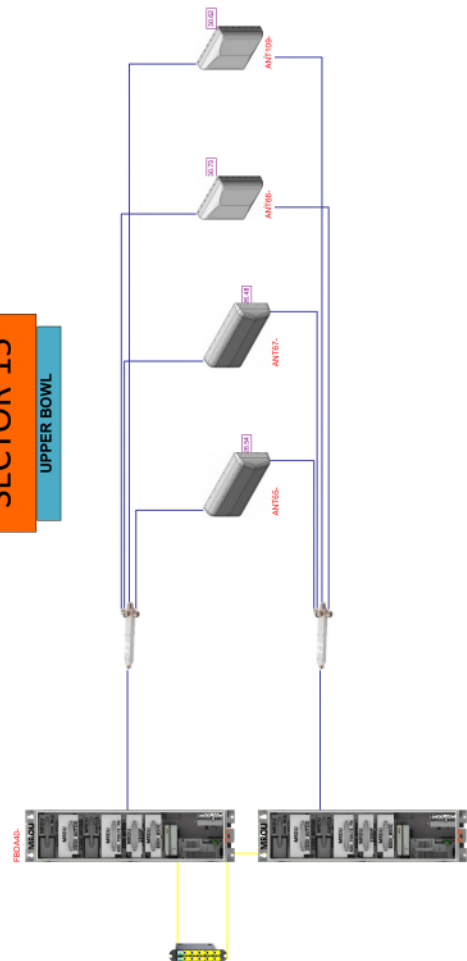
SECTOR 13
UPPER BOWL



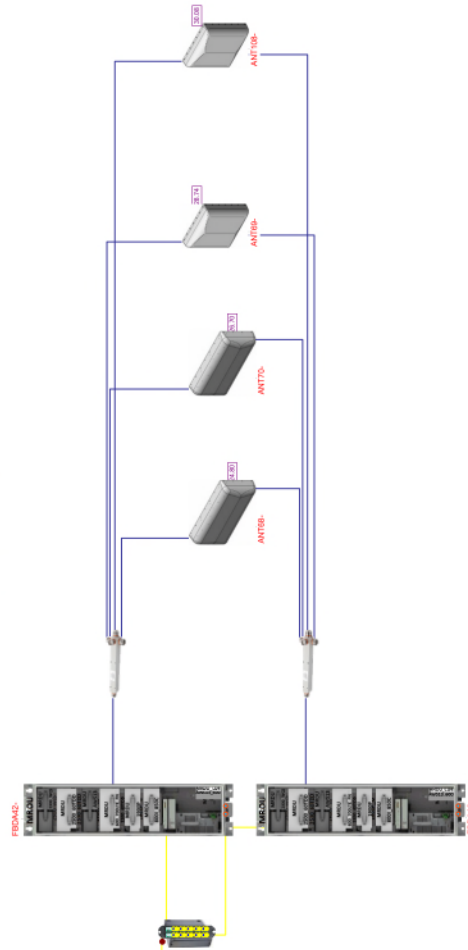
SECTOR 14
 UPPER BOWL



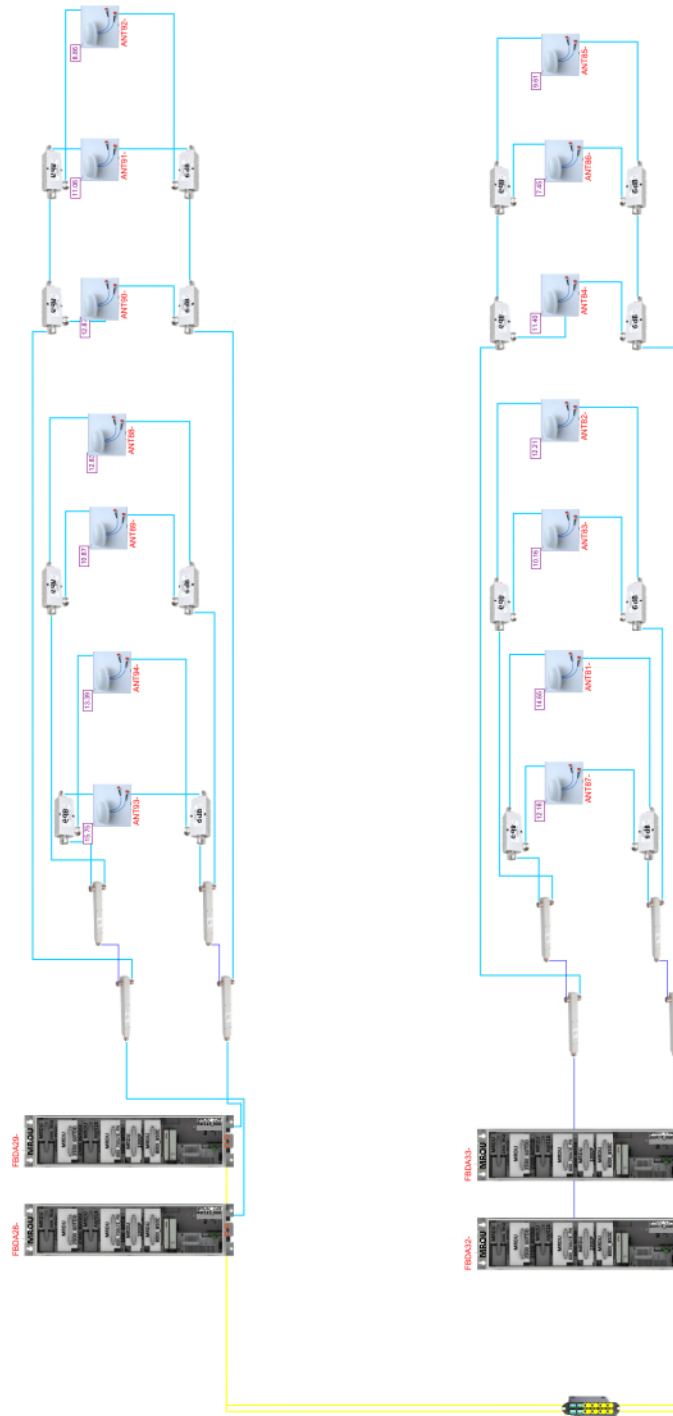
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 UPPER BOWL



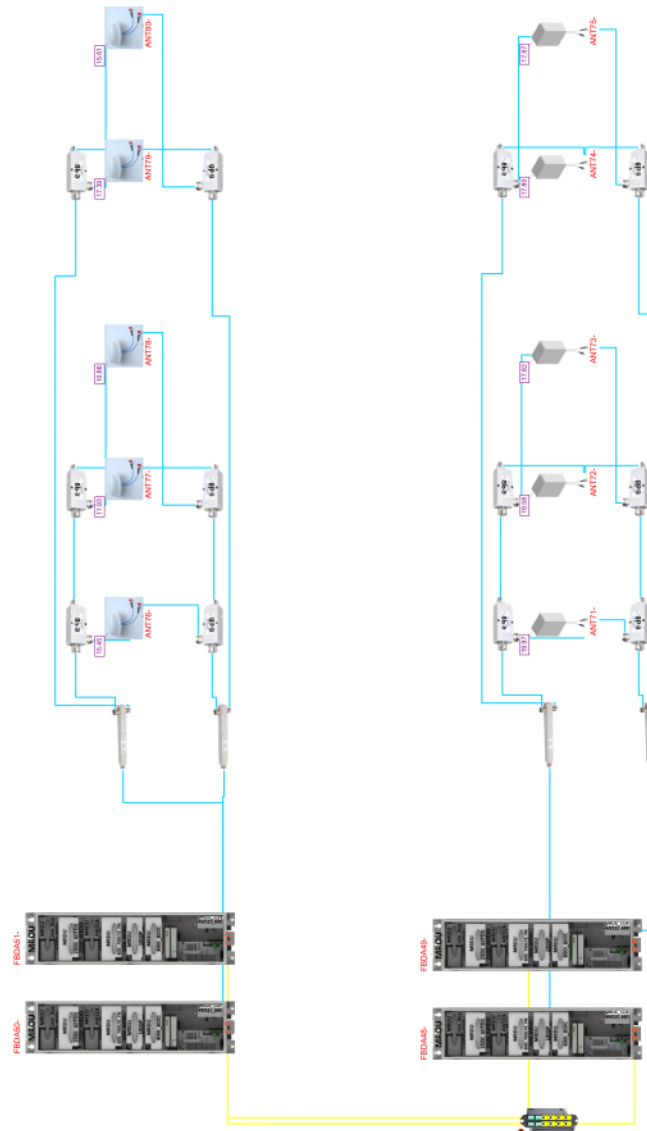
SECTOR 16
 UPPER BOWL



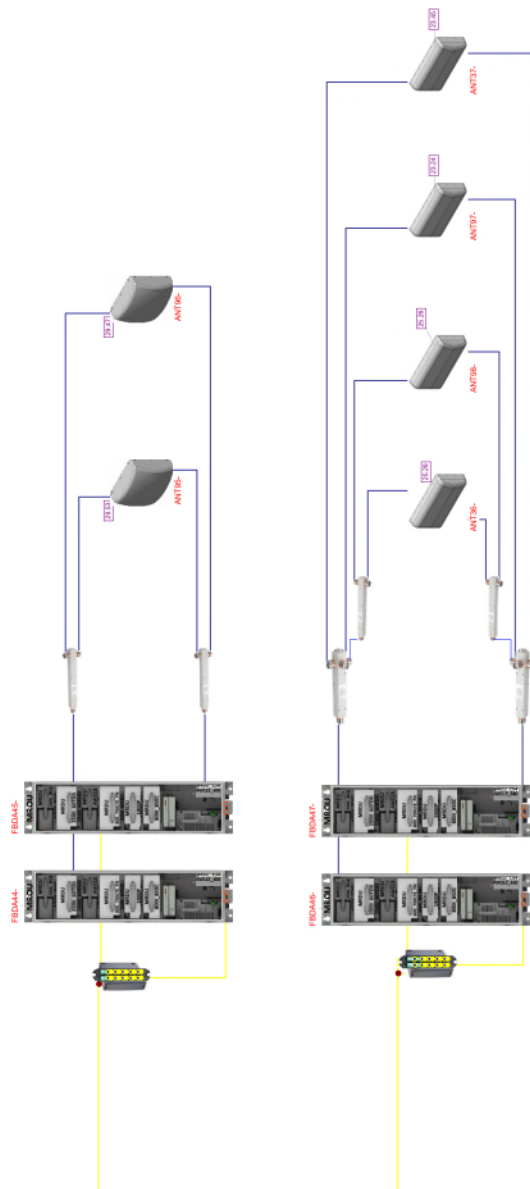
SECTOR 17
SKY BOX

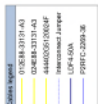


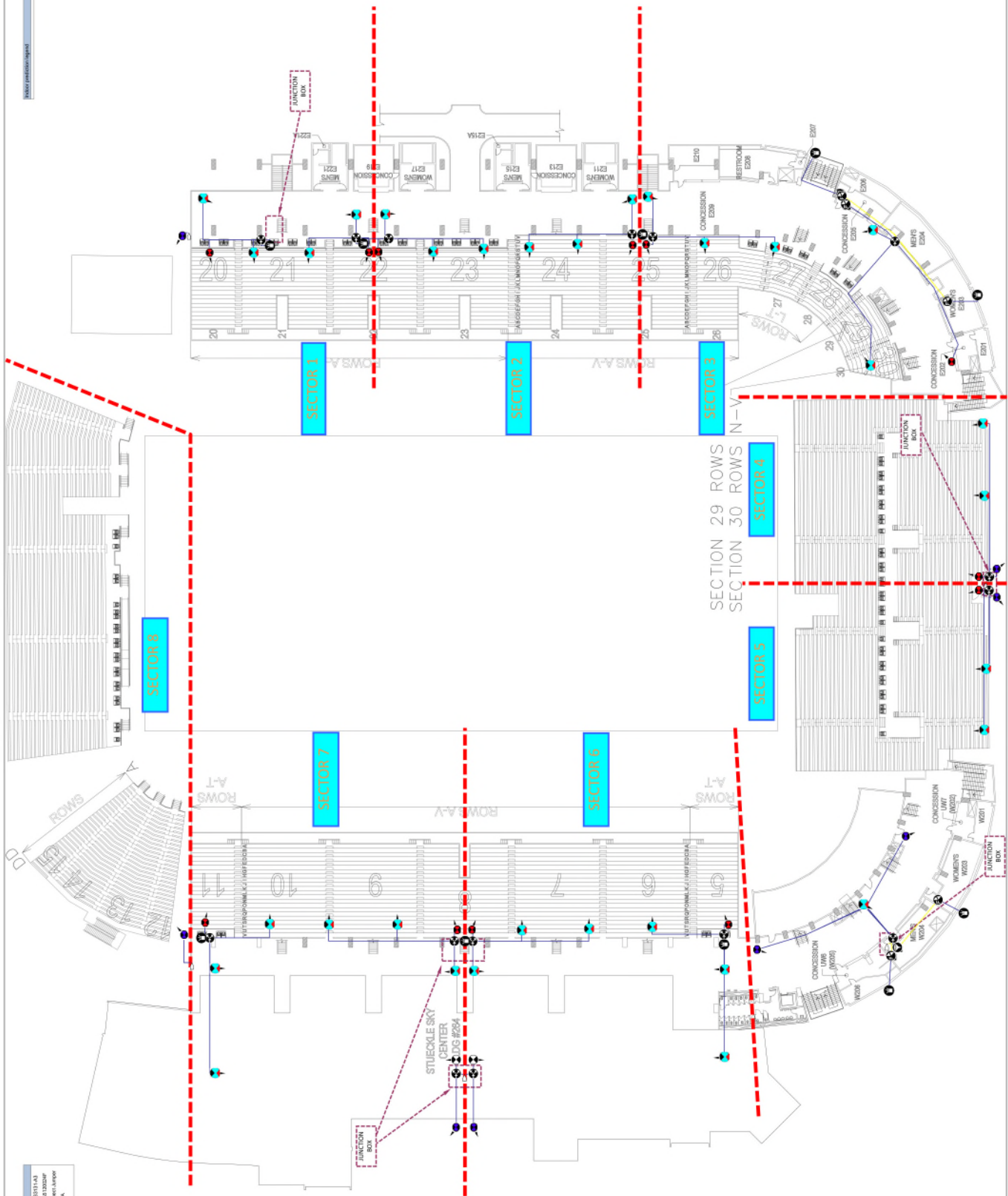
SECTOR 17
SKY BOX

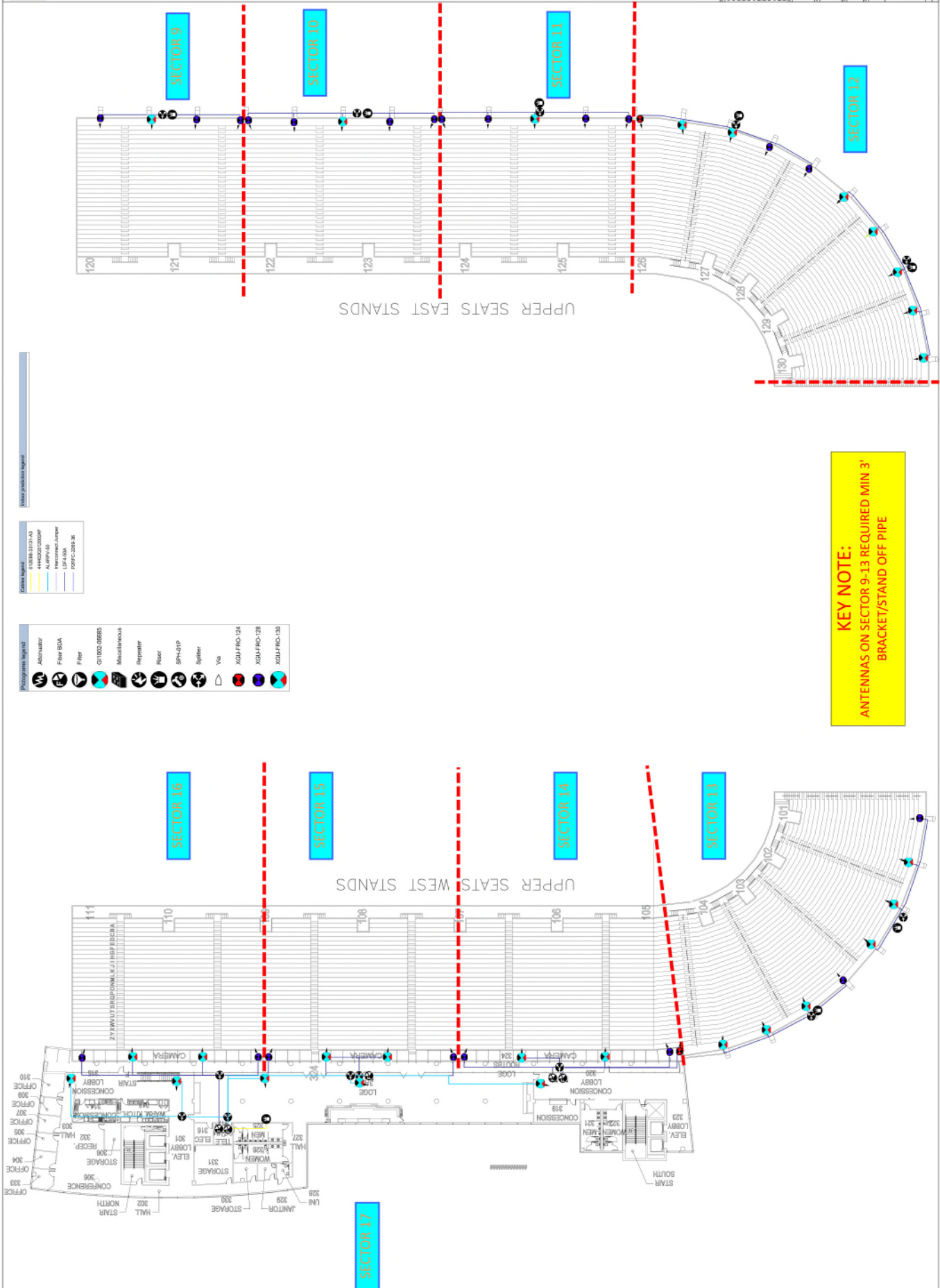


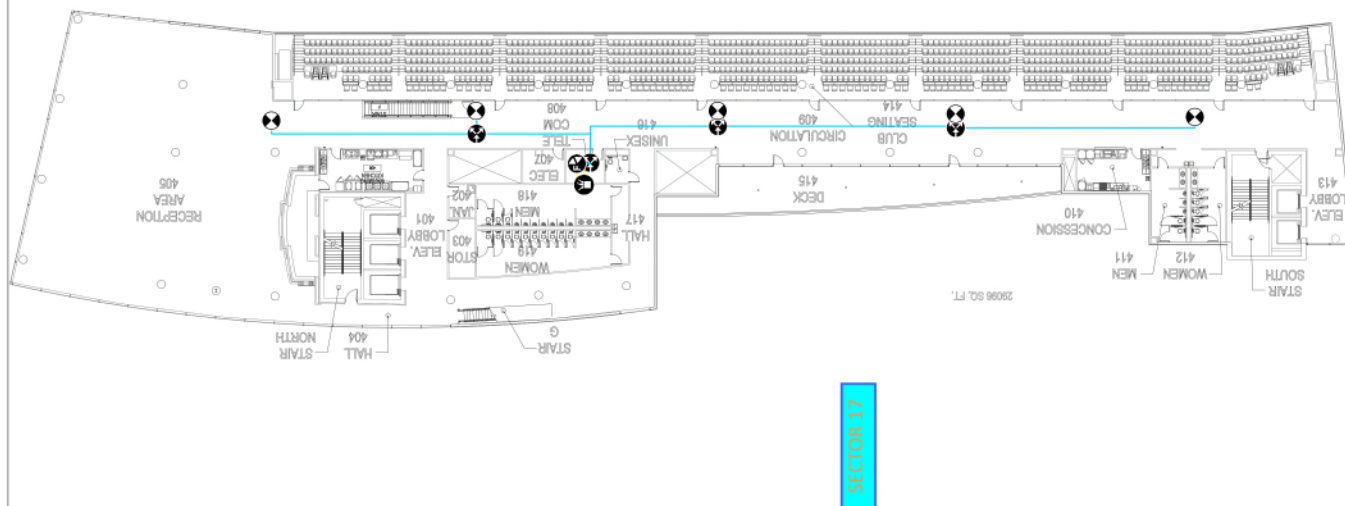
SECTOR 18
 FIELD LEVEL

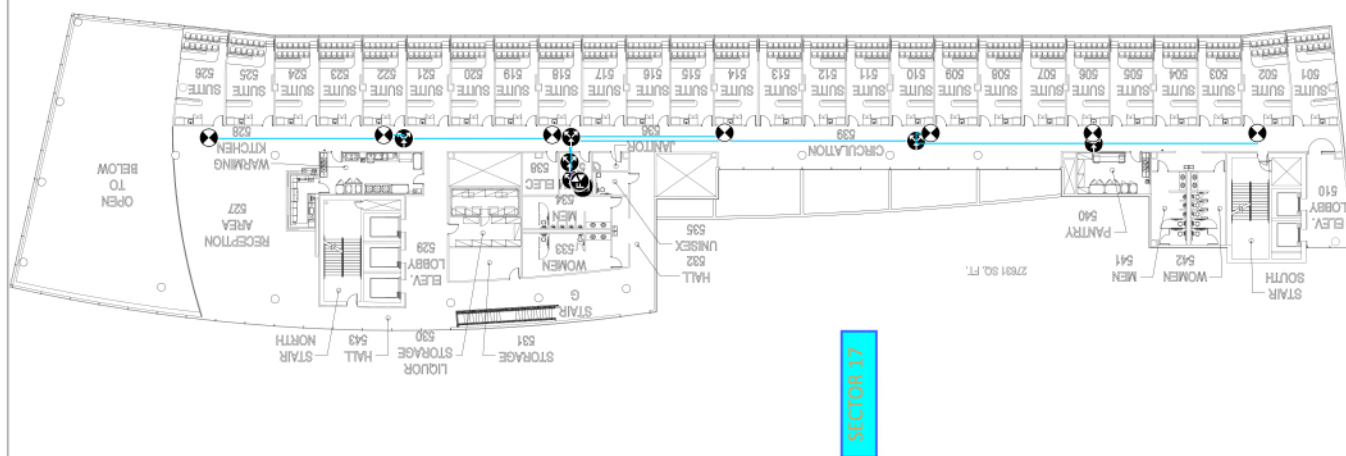




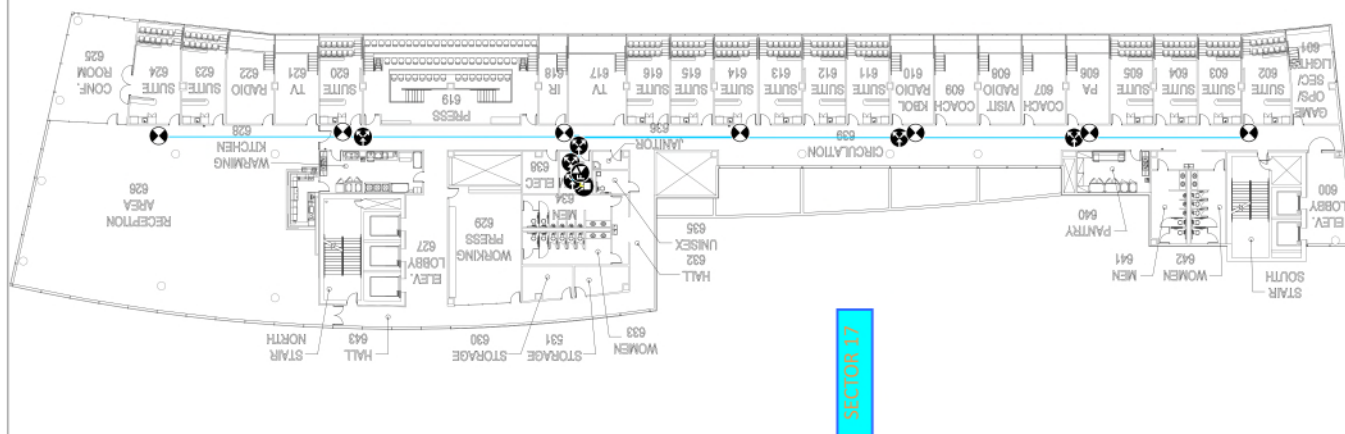


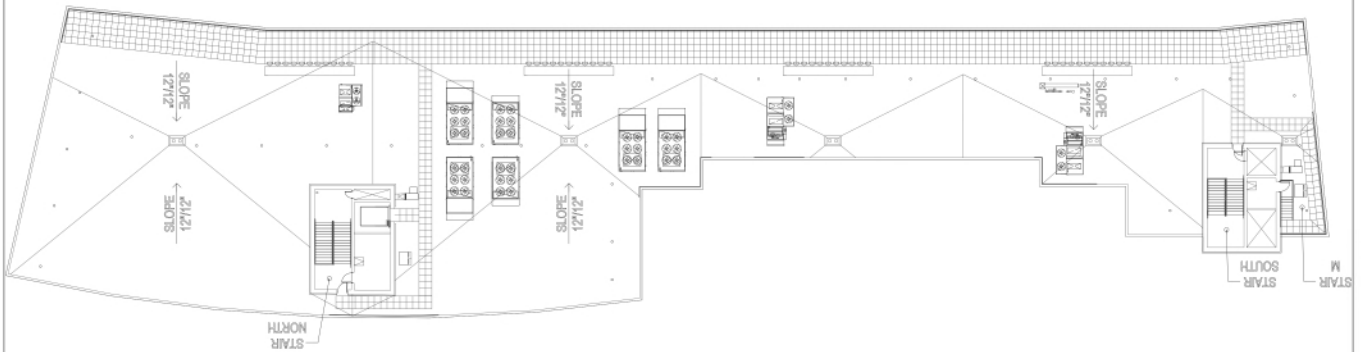






SECTOR 17





Notes:

1. THIS EXHIBIT 2 MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE EQUIPMENT SPACE ONCE RECEIVED BY LICENSEE AND APPROVED BY LICENSOR.
2. ANY SETBACK OF THE EQUIPMENT SPACE FROM THE PROPERTY'S BOUNDARIES SHALL BE NOT LESS THAN THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES OR BY LICENSOR.
3. WIDTH OF ACCESS ROAD, IF APPLICABLE, SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS, OR LICENSOR.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE AND SHALL BE SUBJECT TO THE TERMS OF THE LICENSE AGREEMENT. NOTWITHSTANDING THE FOREGOING, ANY VARIANCE FROM WHAT IS SHOWN ABOVE SHALL REQUIRE NOTICE TO LICENSOR AND SHALL BE SUBJECT TO LICENSOR'S APPROVAL WHICH SHALL NOT BE UNREASONABLY WITHHELD, CONDITIONED, OR DELAYED.

**EXHIBIT 3
INSTALLATION PLAN**

(To be Attached)

EXHIBIT 4
SERVICE LEVEL AGREEMENT

LTE Parameter	Requirement
RSRP	>-92 dBm for 95% (High Bands) >-85 dBm for 95% (Low Bands)
SINR	>4 dB for 95% (High Bands) >0 dB for 99% (High Bands) >2 dB for 95% (Low Bands) >0 dB for 99% (Low Bands)
Downlink Throughput	>1 Mbps average for fully loaded conditions >700 kbps worst-case scenario for 99% of any Stadium Zone
Uplink Throughput	>700 kbps average for fully loaded conditions >500 kbps worst-case scenario for 99% of any Stadium Zone
DAS MIMO Design	2x2 MIMO
DAS Zone Count	18 Zones
DAS Alarms	Alarm free
VoLTE IA%	< 0.6%
VoLTE LC%	< 0.75%
Connection Success Rate	>95% across entire stadium

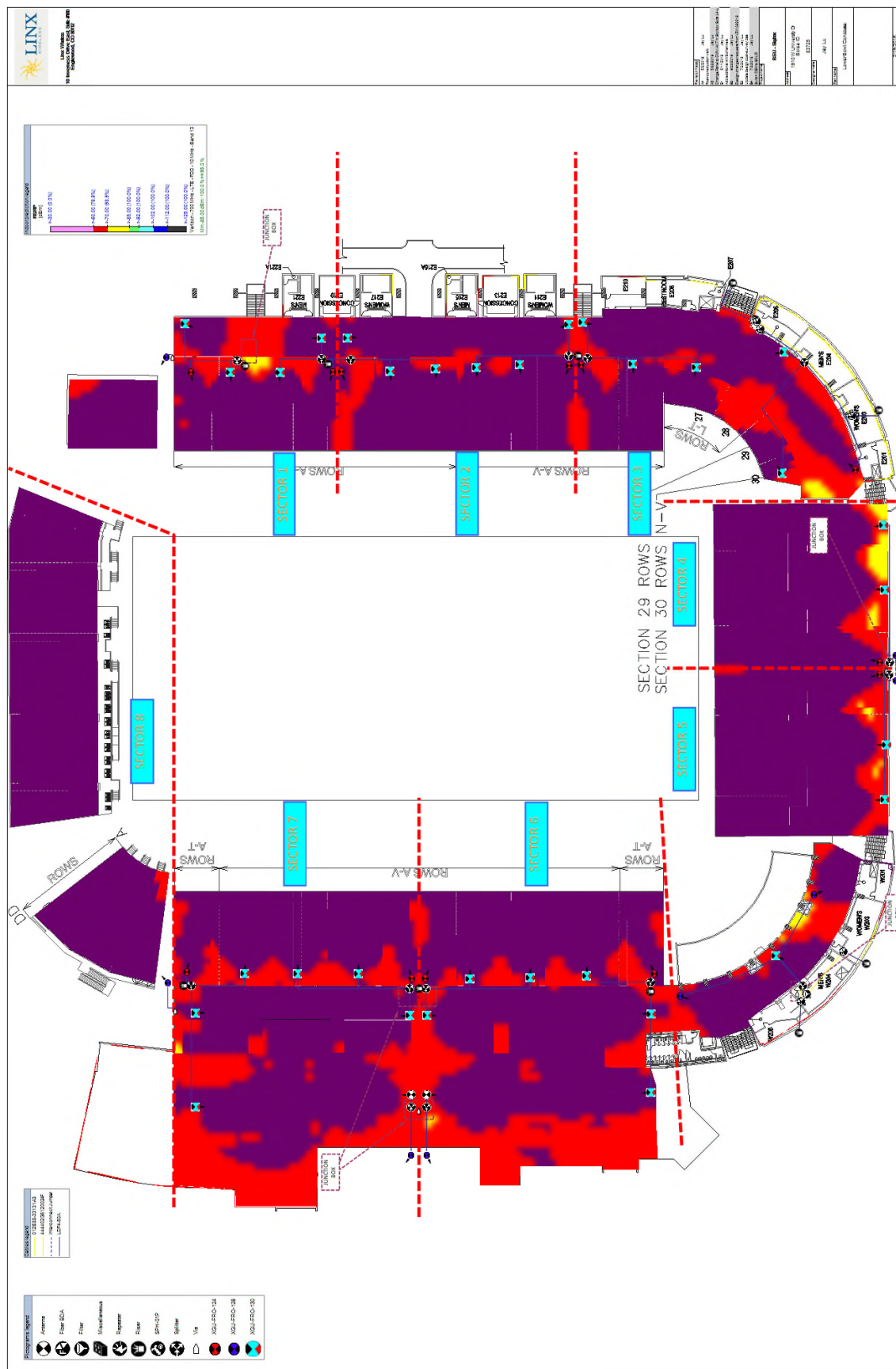
Notes: These above specifications do not apply in areas where antenna placement restrictions apply, including, but not limited to, the stands located on the west side of the stadium, where for aesthetic reasons, Omni antennas are installed in lieu of directional antennas.

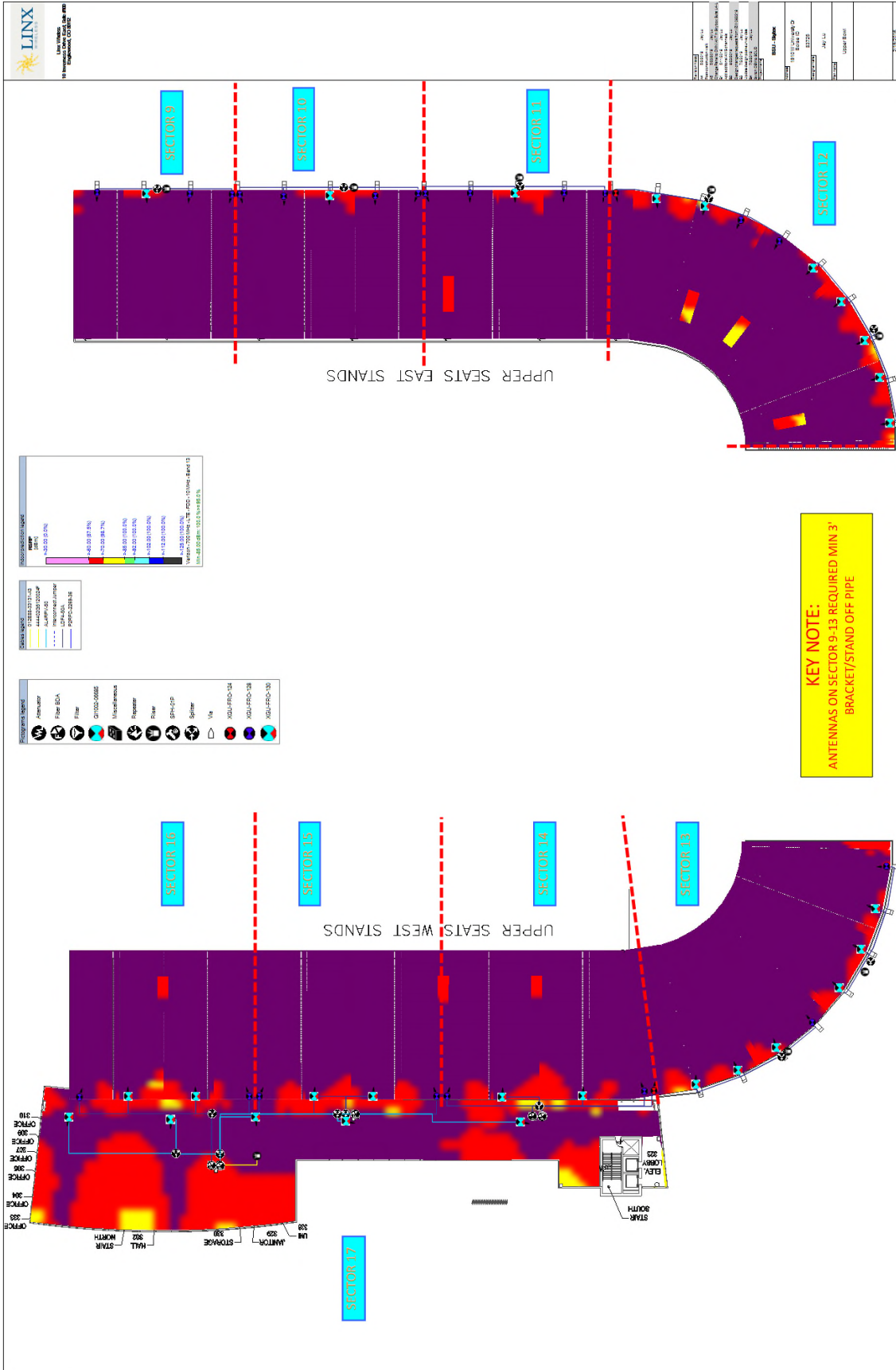
Key Performance Indicators Report (KPI)* - Licensee shall provide Licensor with a KPI following the initial event (after DAS is functional). Licensor may request an additional KPI should the initial KPI indicate that the above Service Level Agreement ("SLA") metrics were not substantially met. Provided the first KPI establishes that the DAS is performing substantially consistent with the SLA metrics, upon mutual agreement of both parties, Licensee shall not be required to provide a KPI for subsequent events.

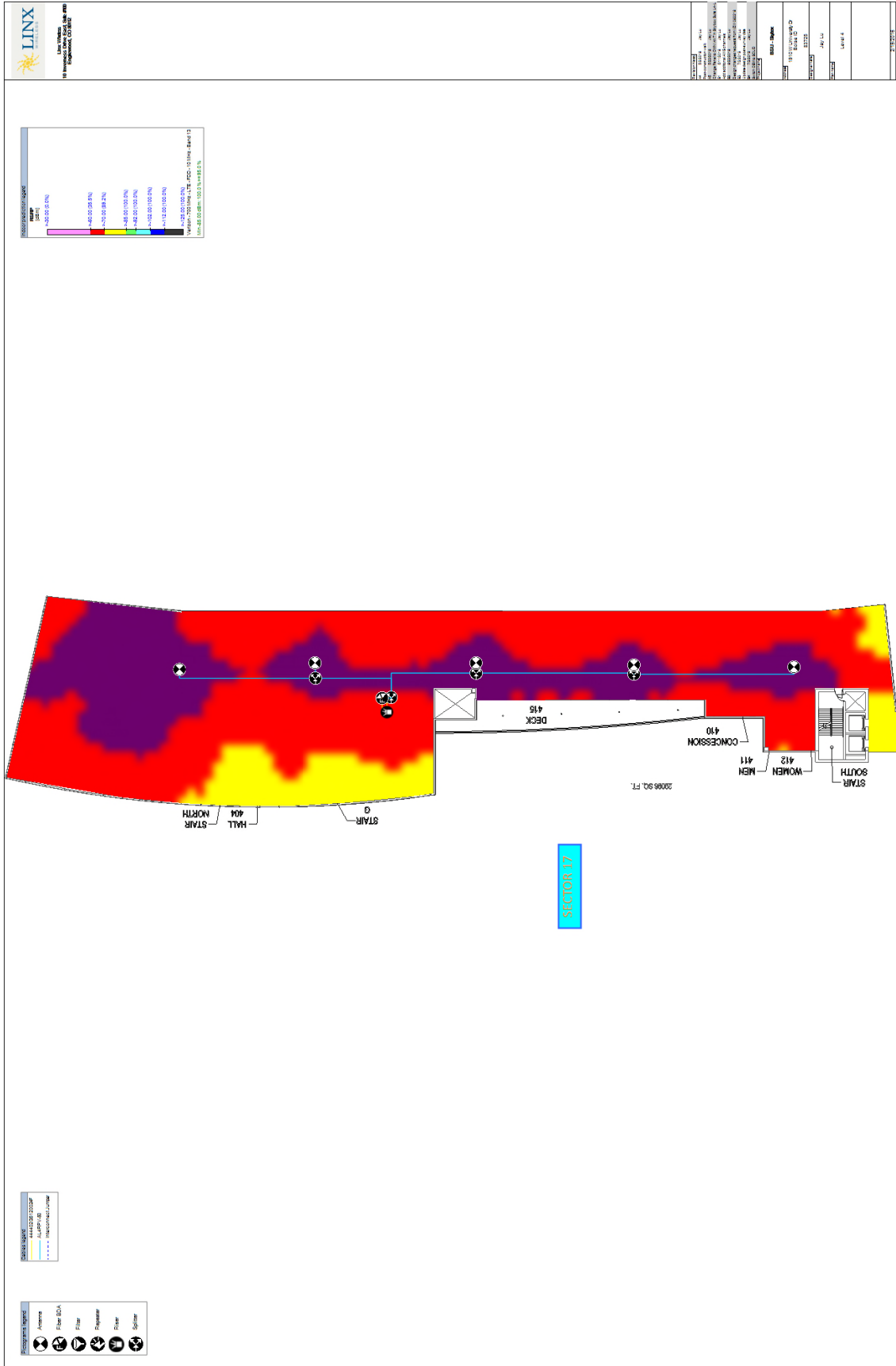
*Applicable only to Downlink Throughput, Uplink Throughput, and DAS Alarms.

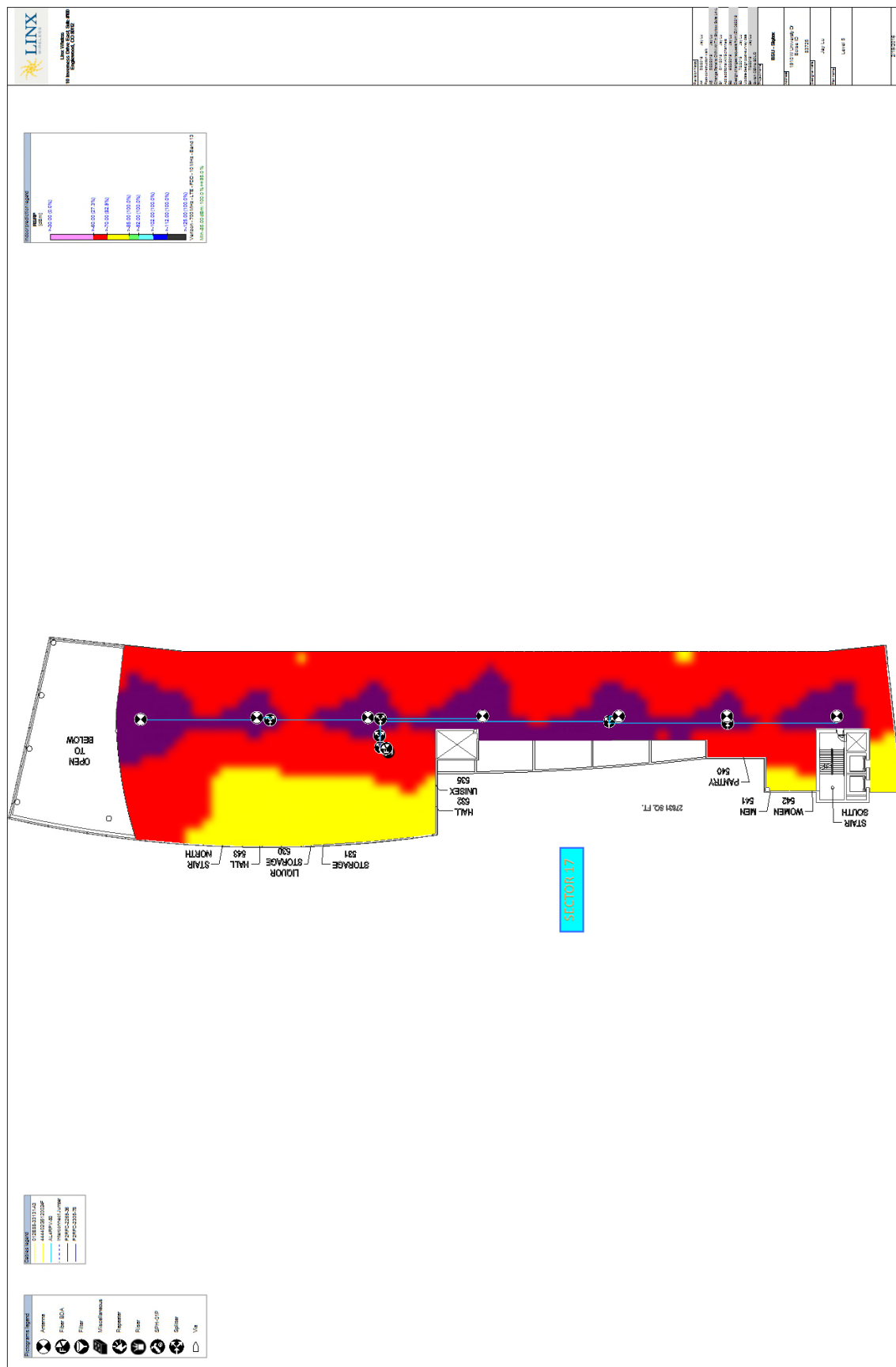
THE INFORMATION CONTAINED IN THIS SITE LICENSE AGREEMENT IS PROVIDED FOR LICENSOR'S INTERNAL USE ONLY AND MAY NOT BE DISSEMINATED TO EXTERNAL PARTIES.

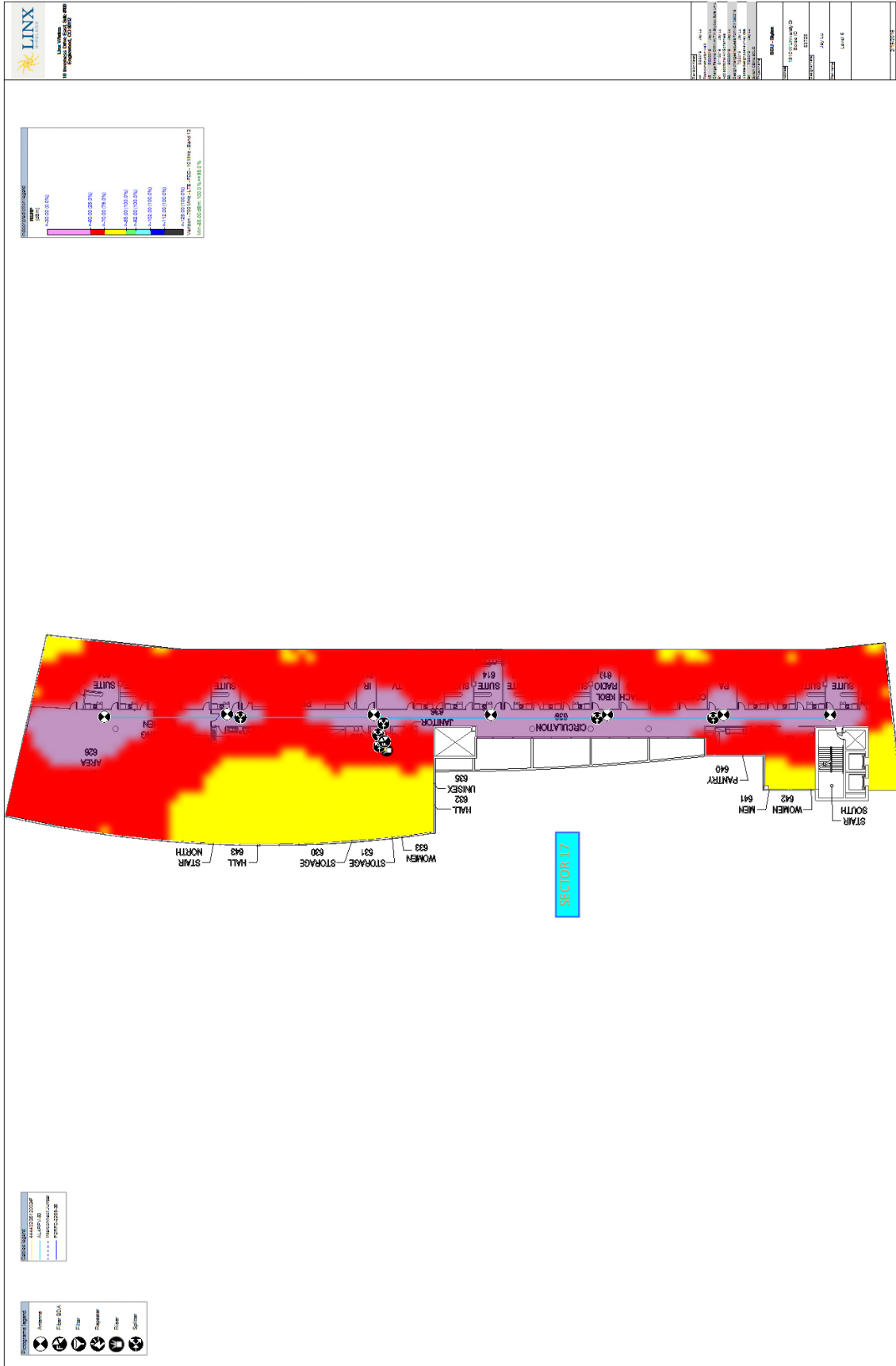


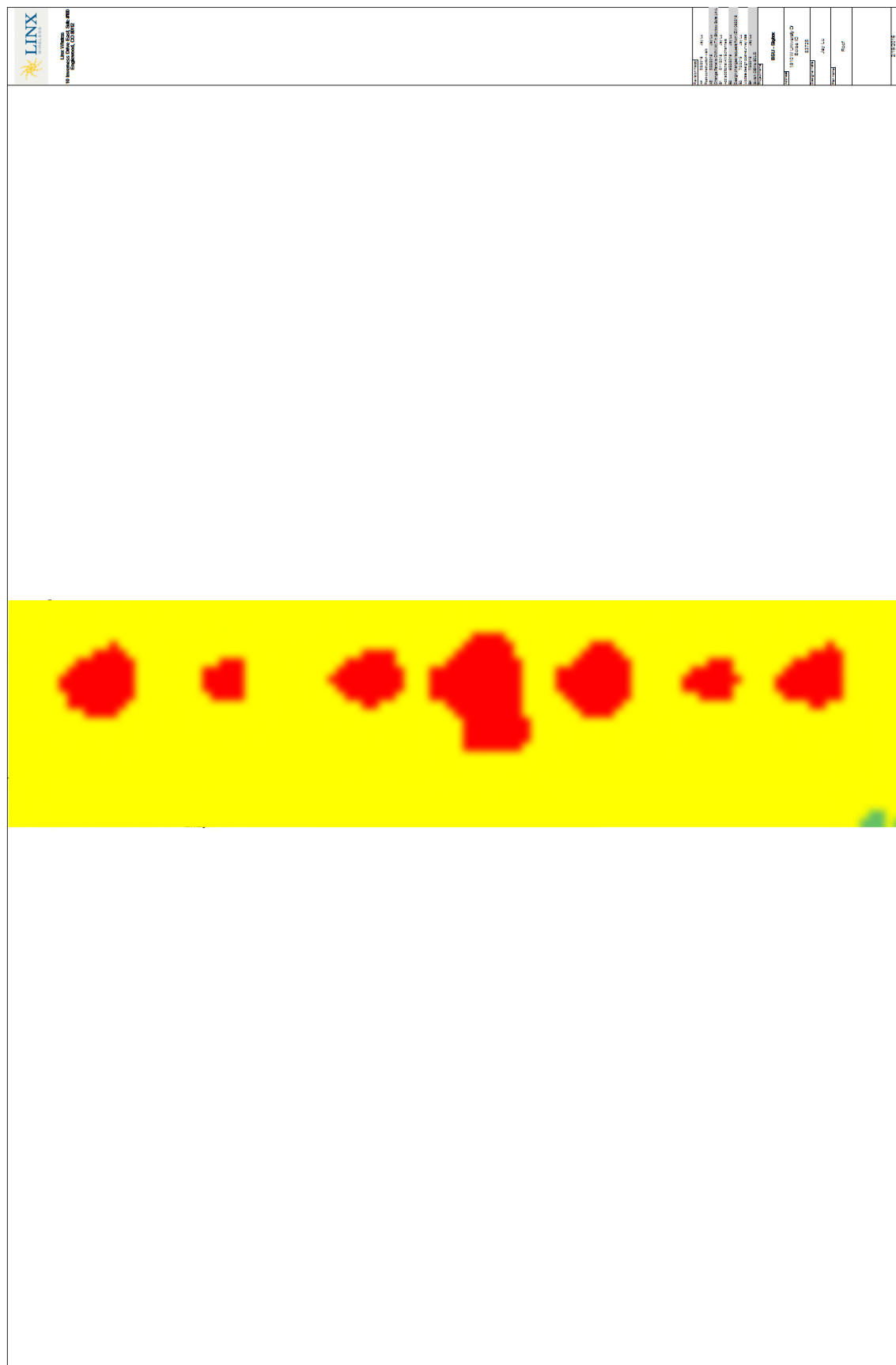




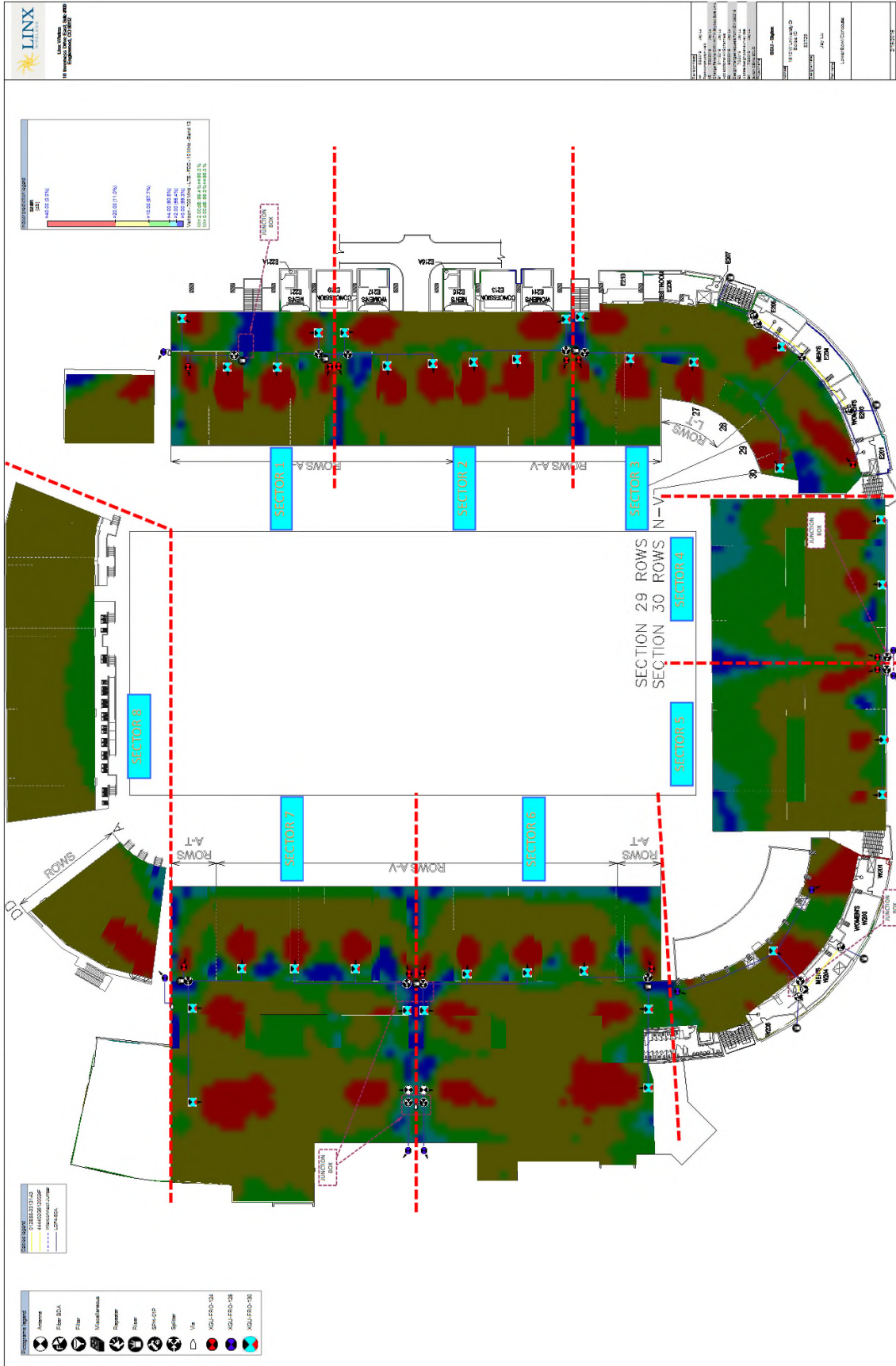


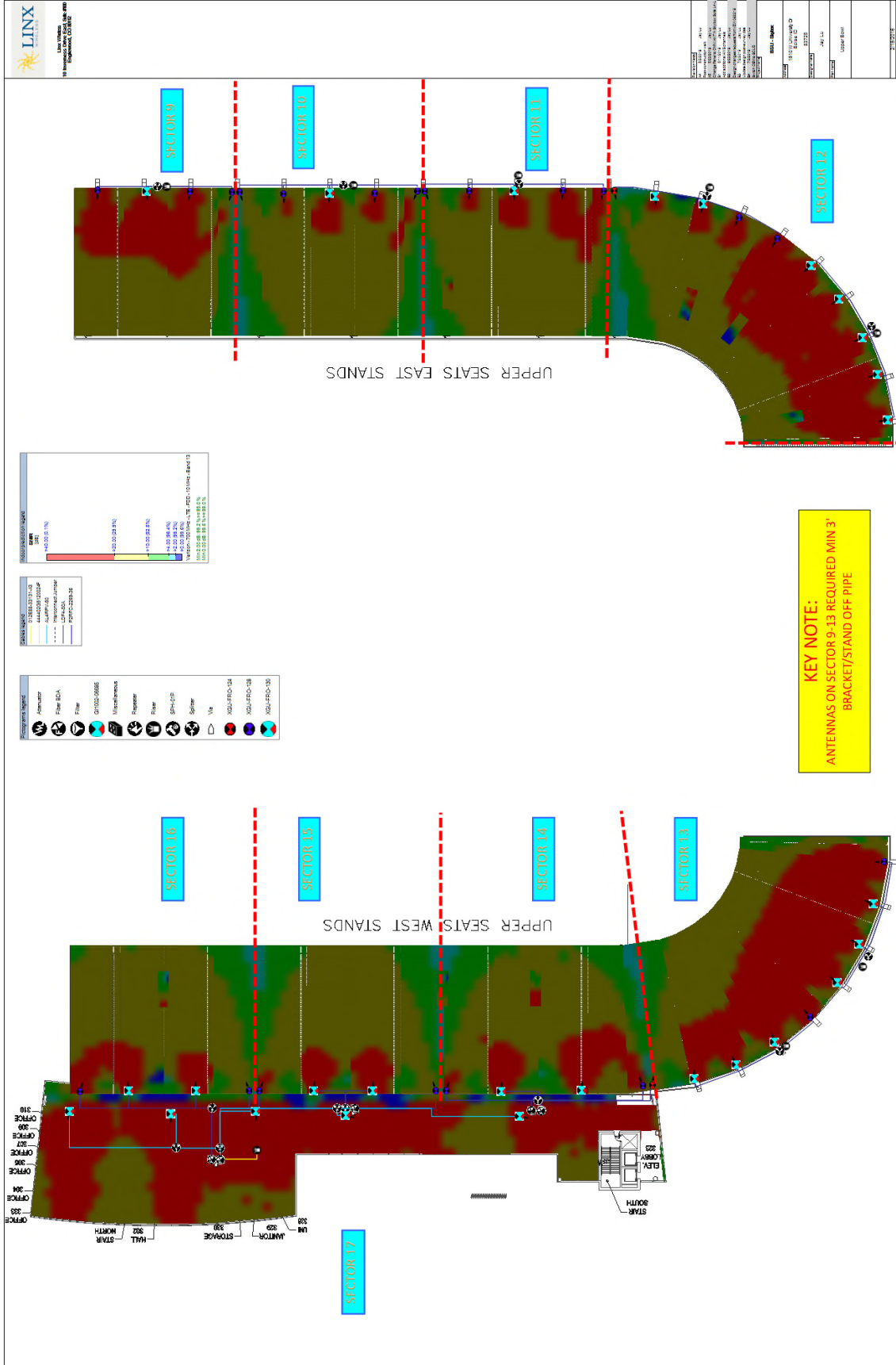


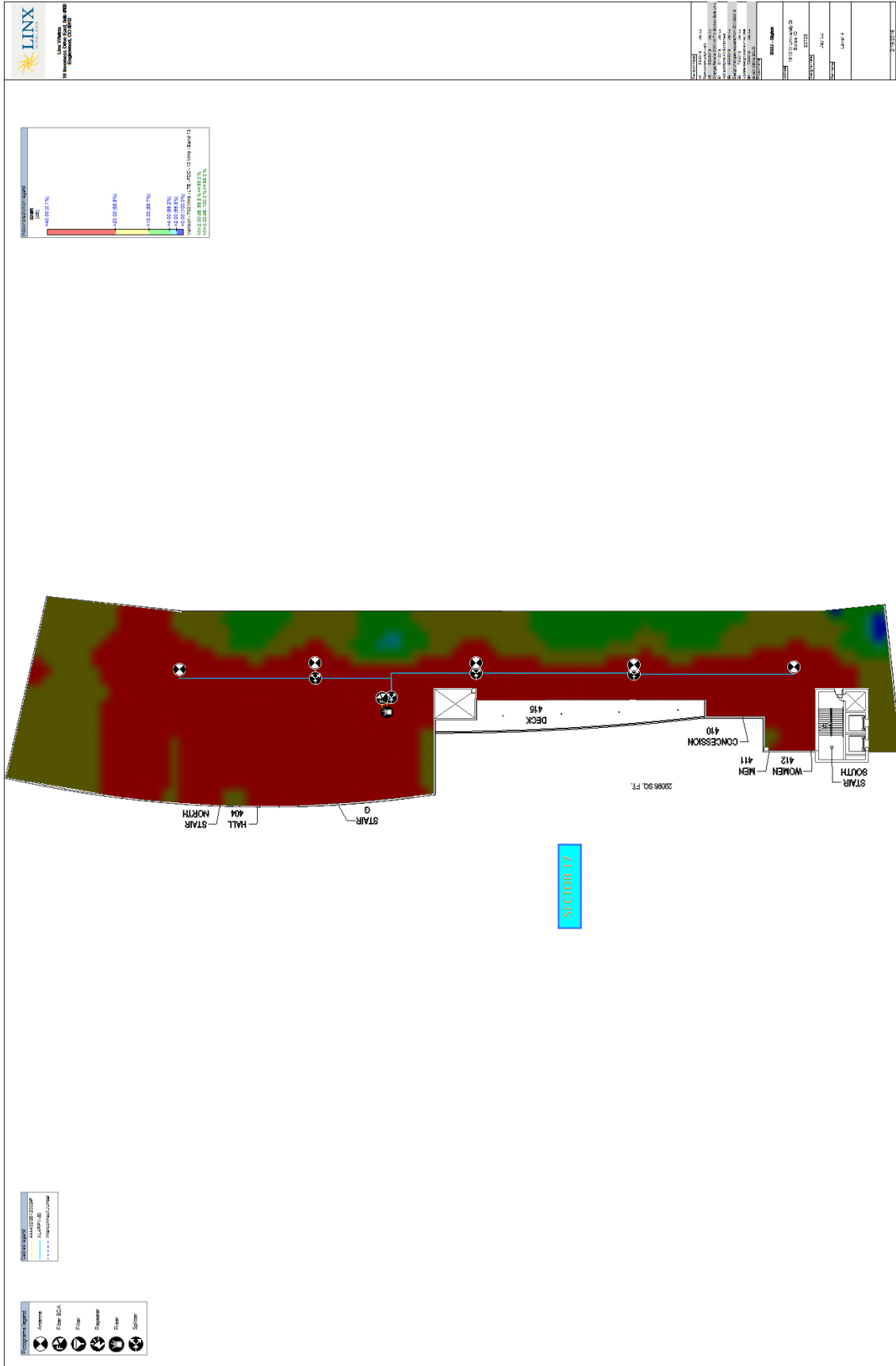




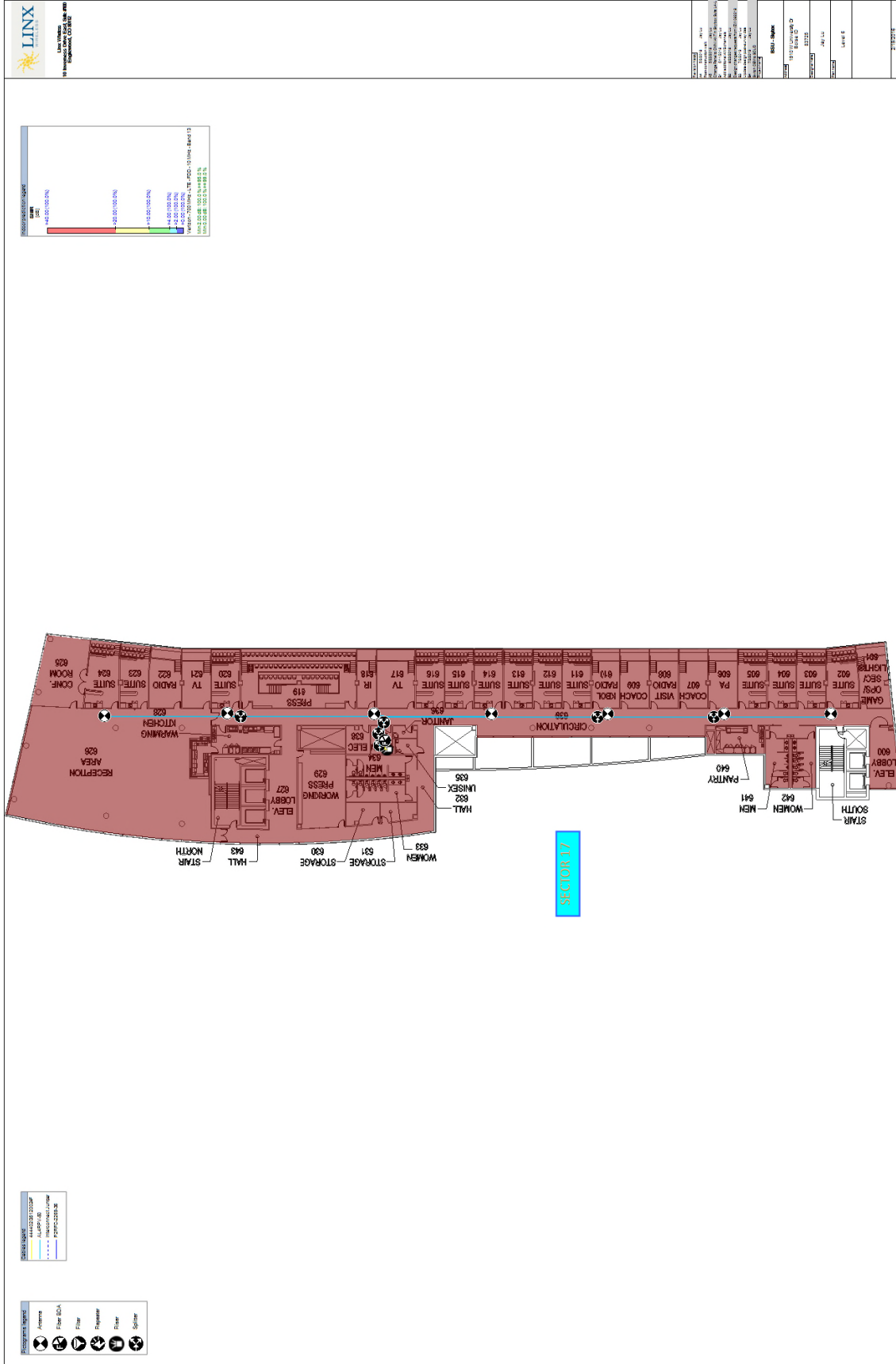


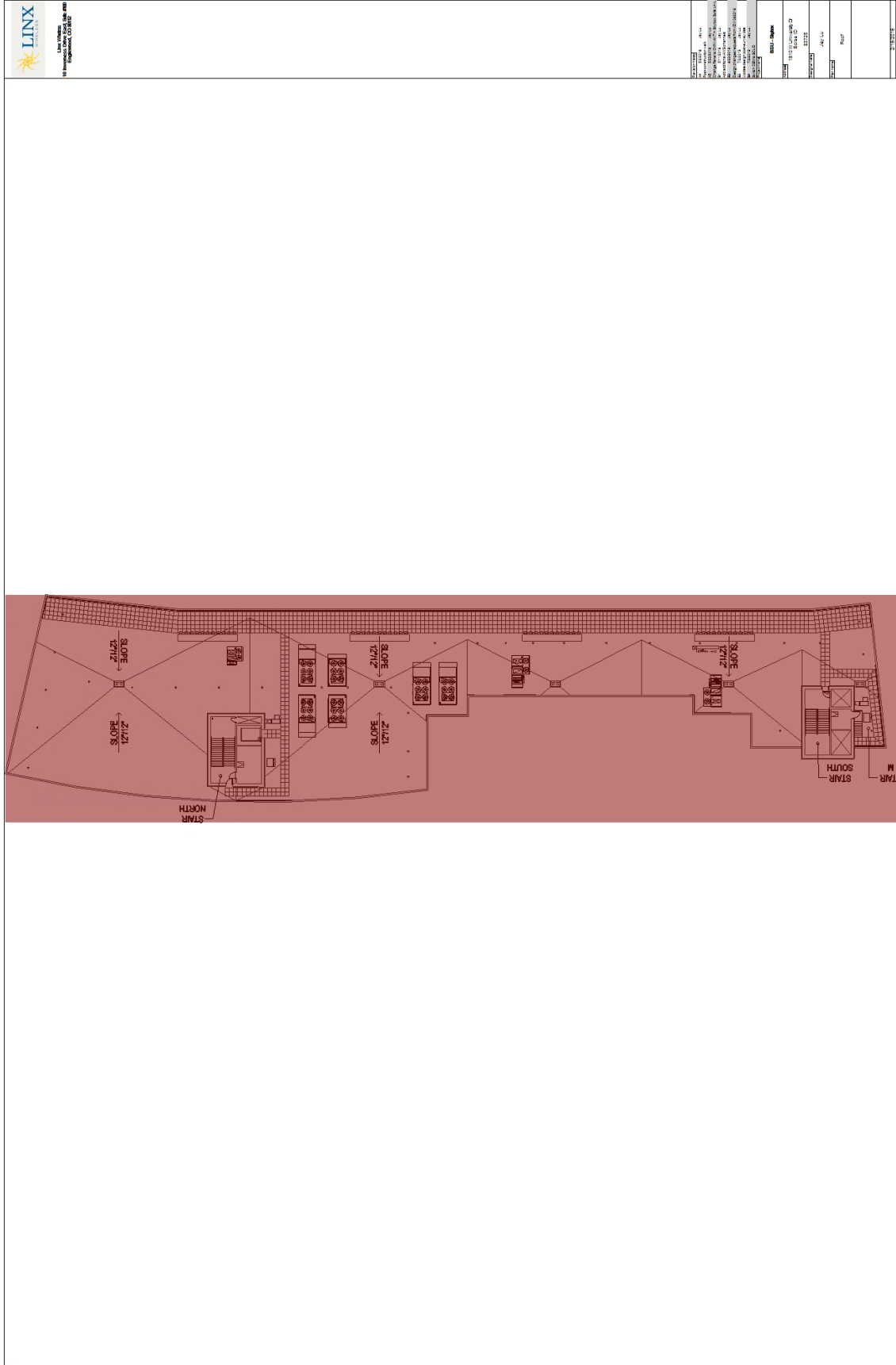


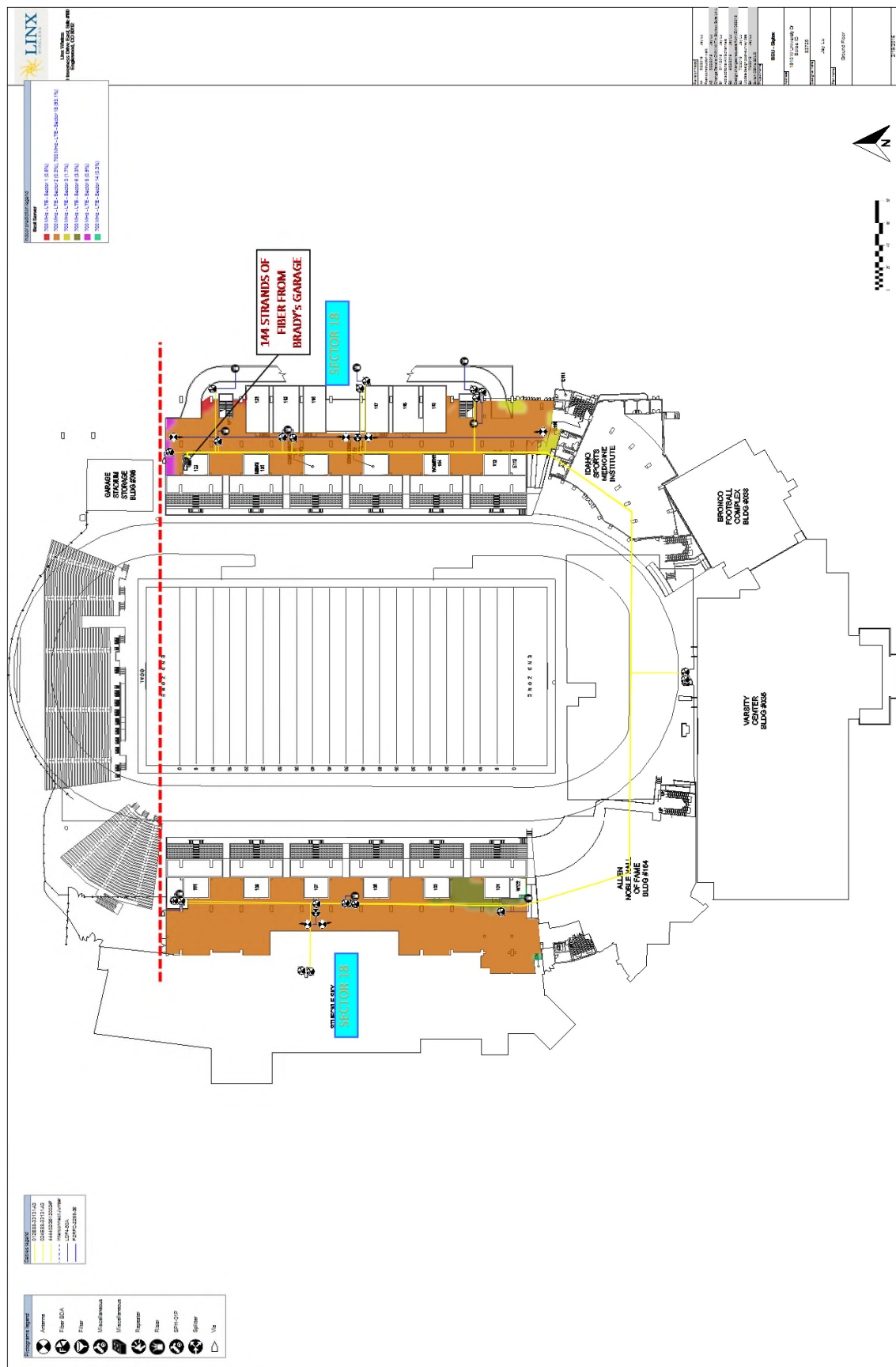


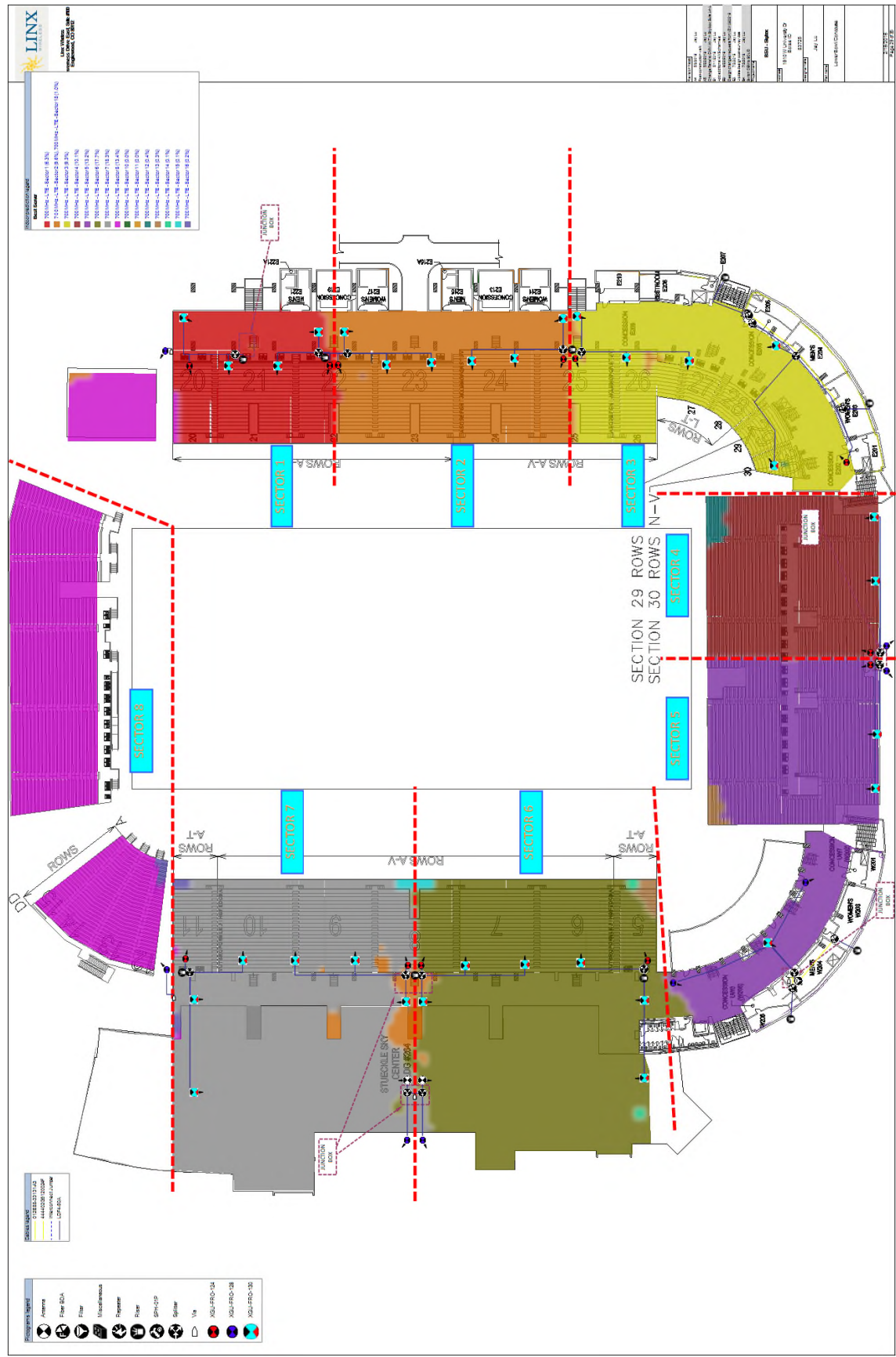


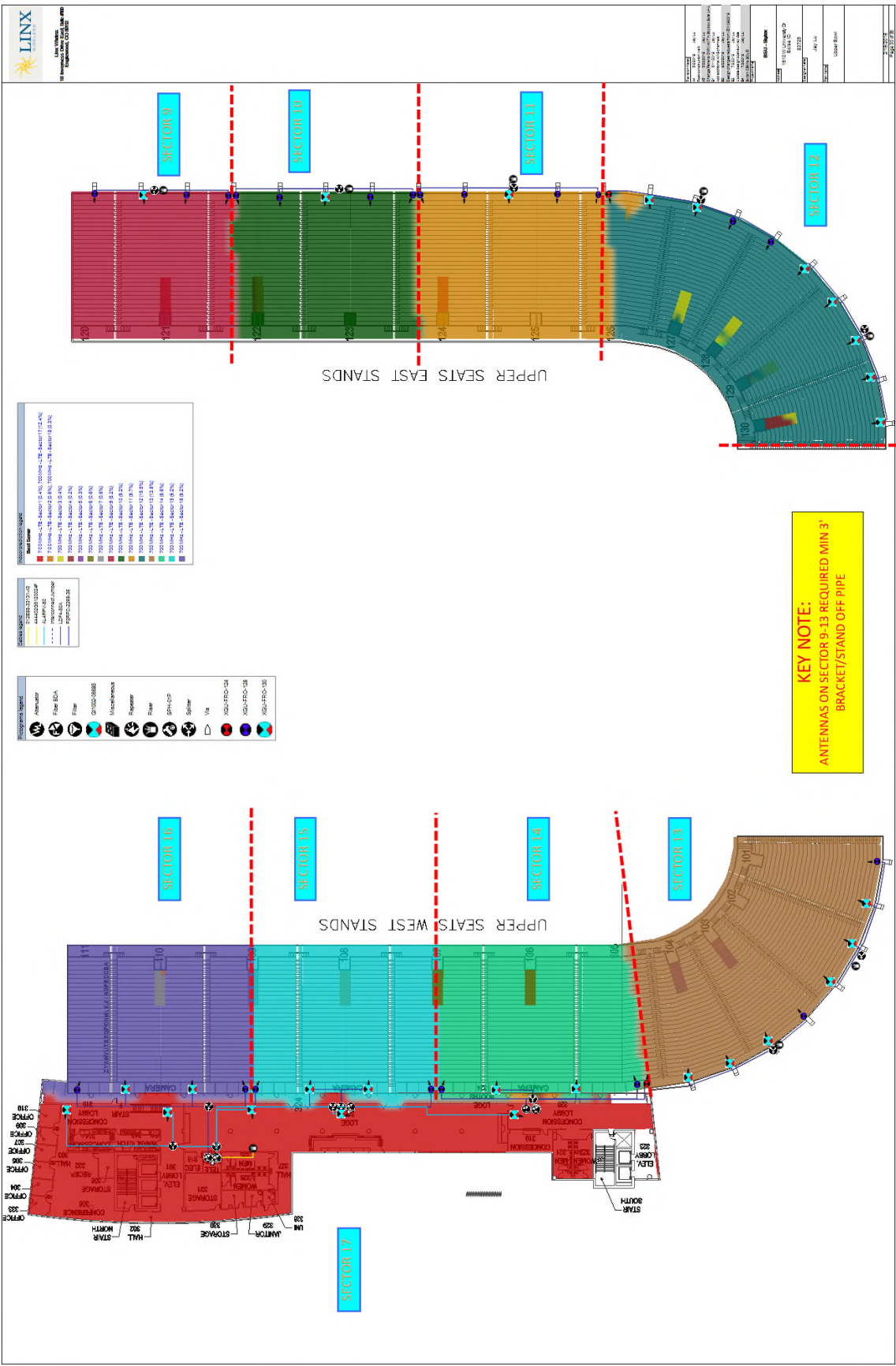


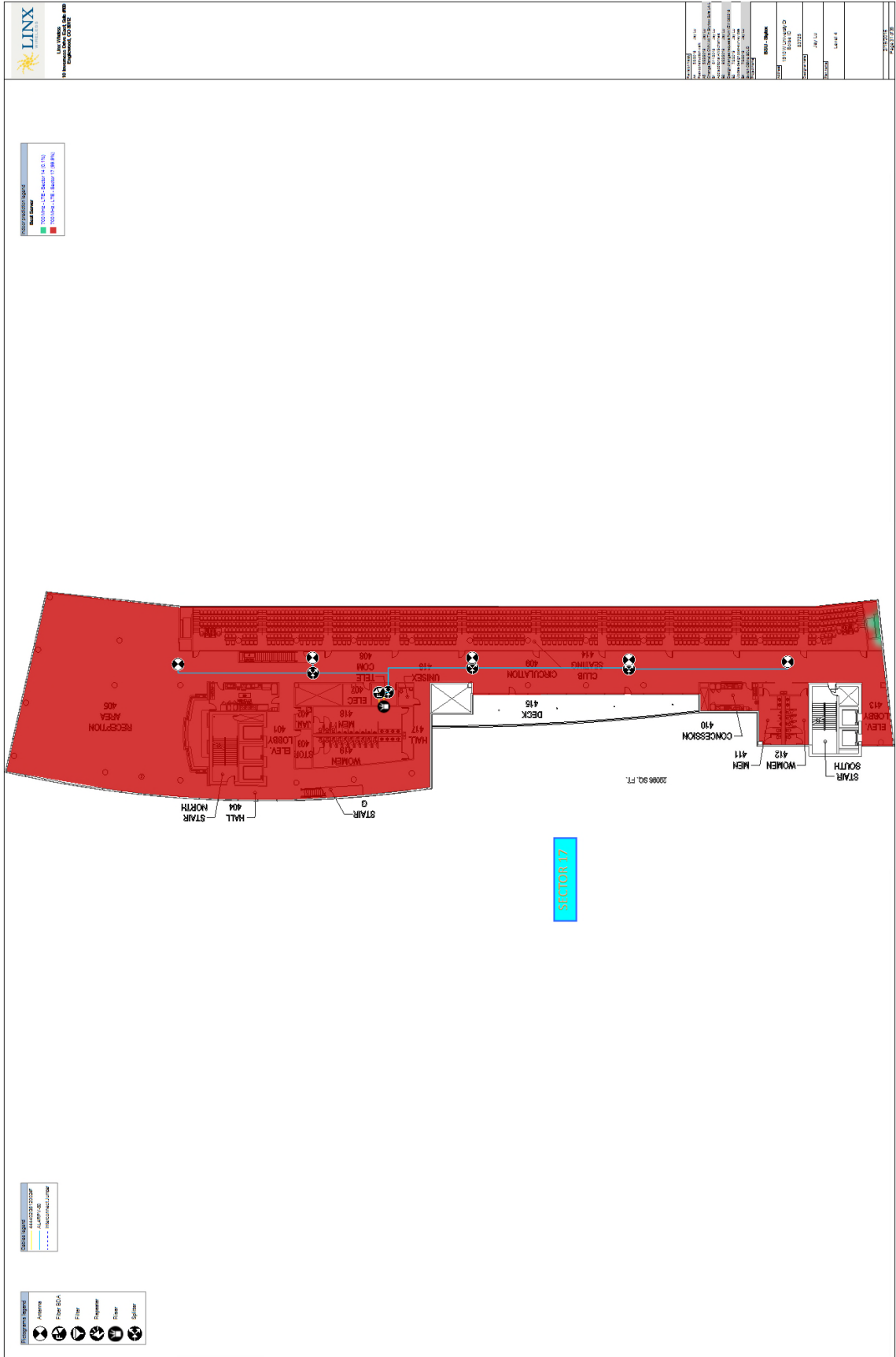




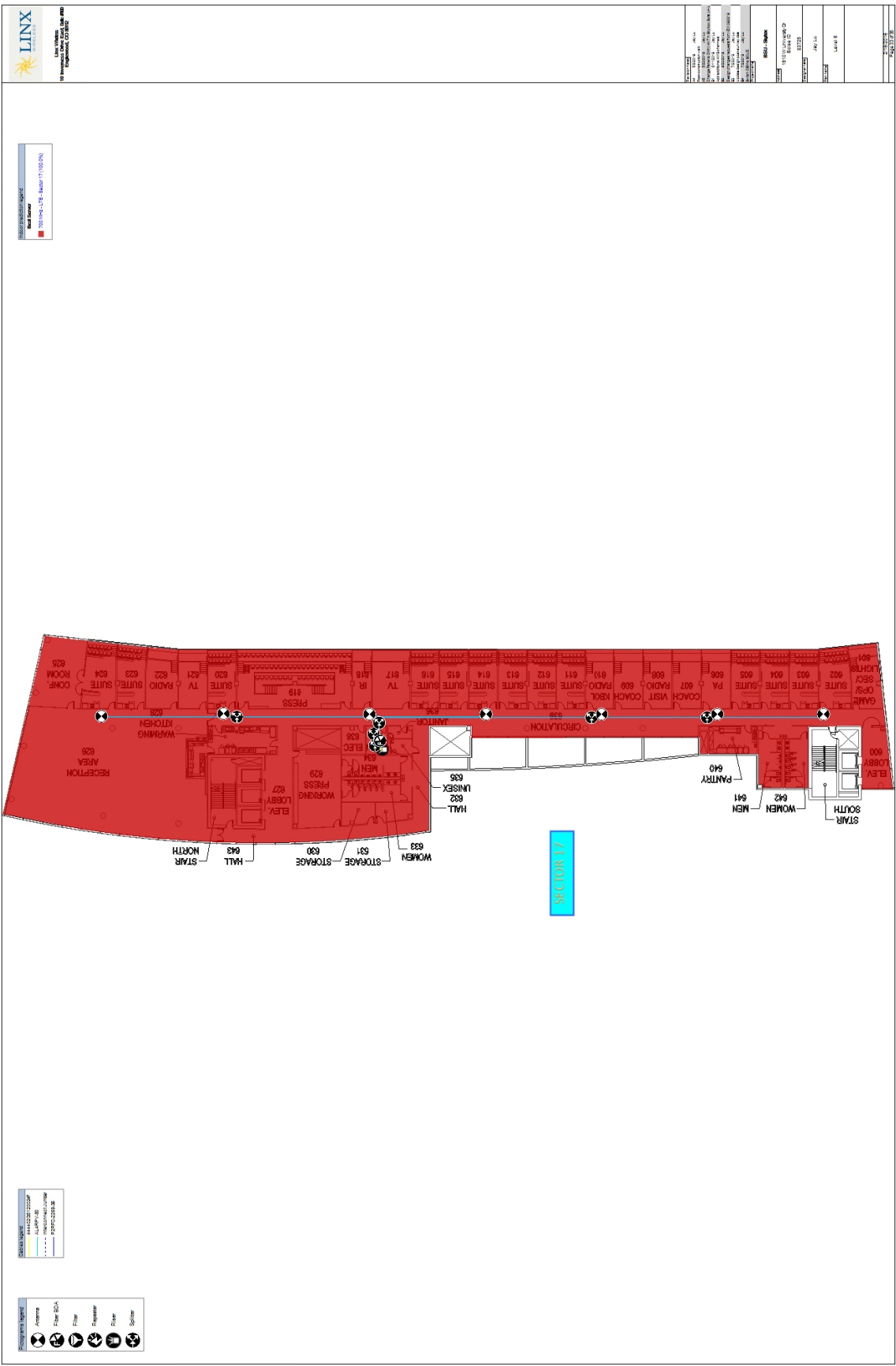


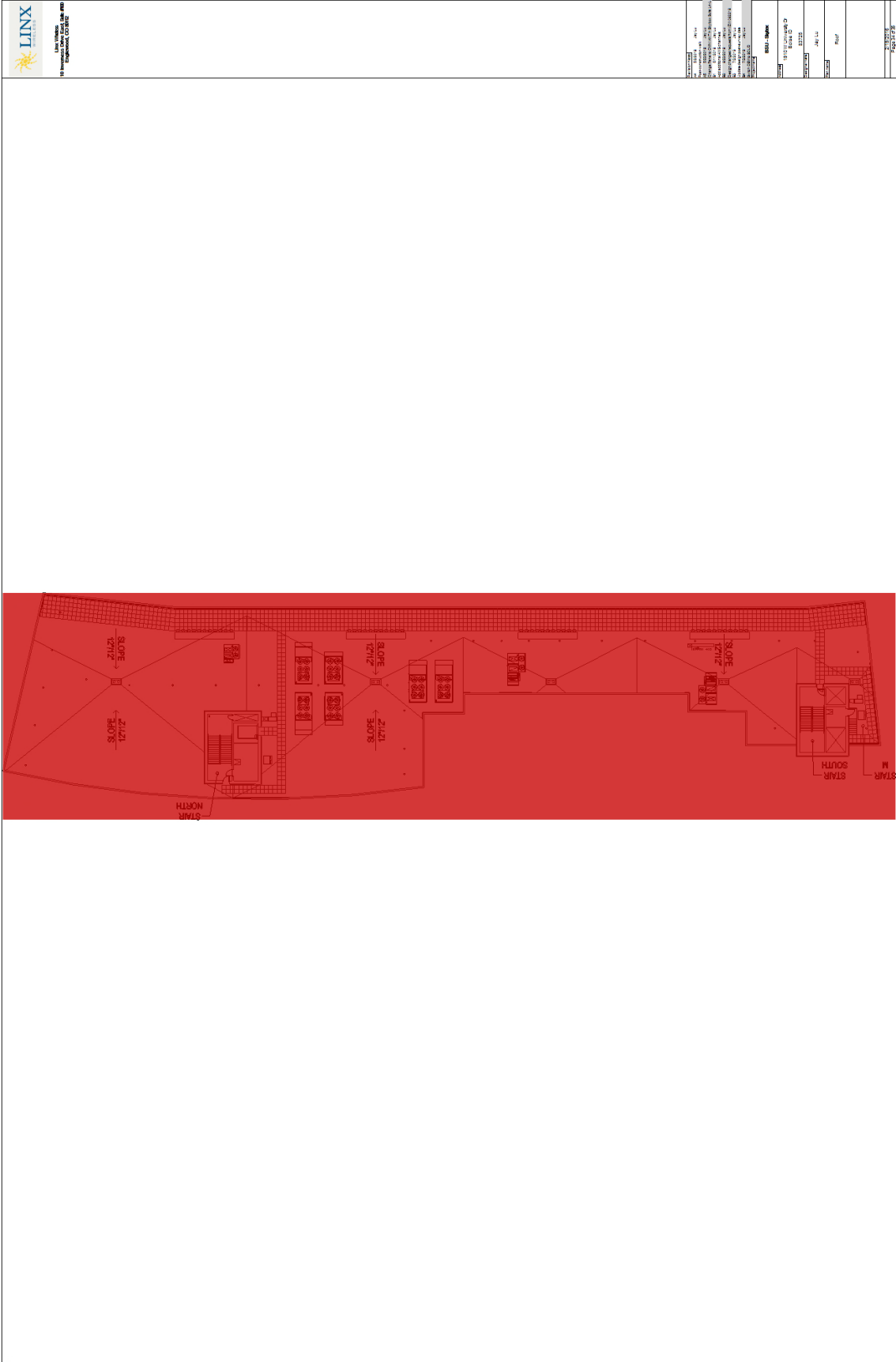




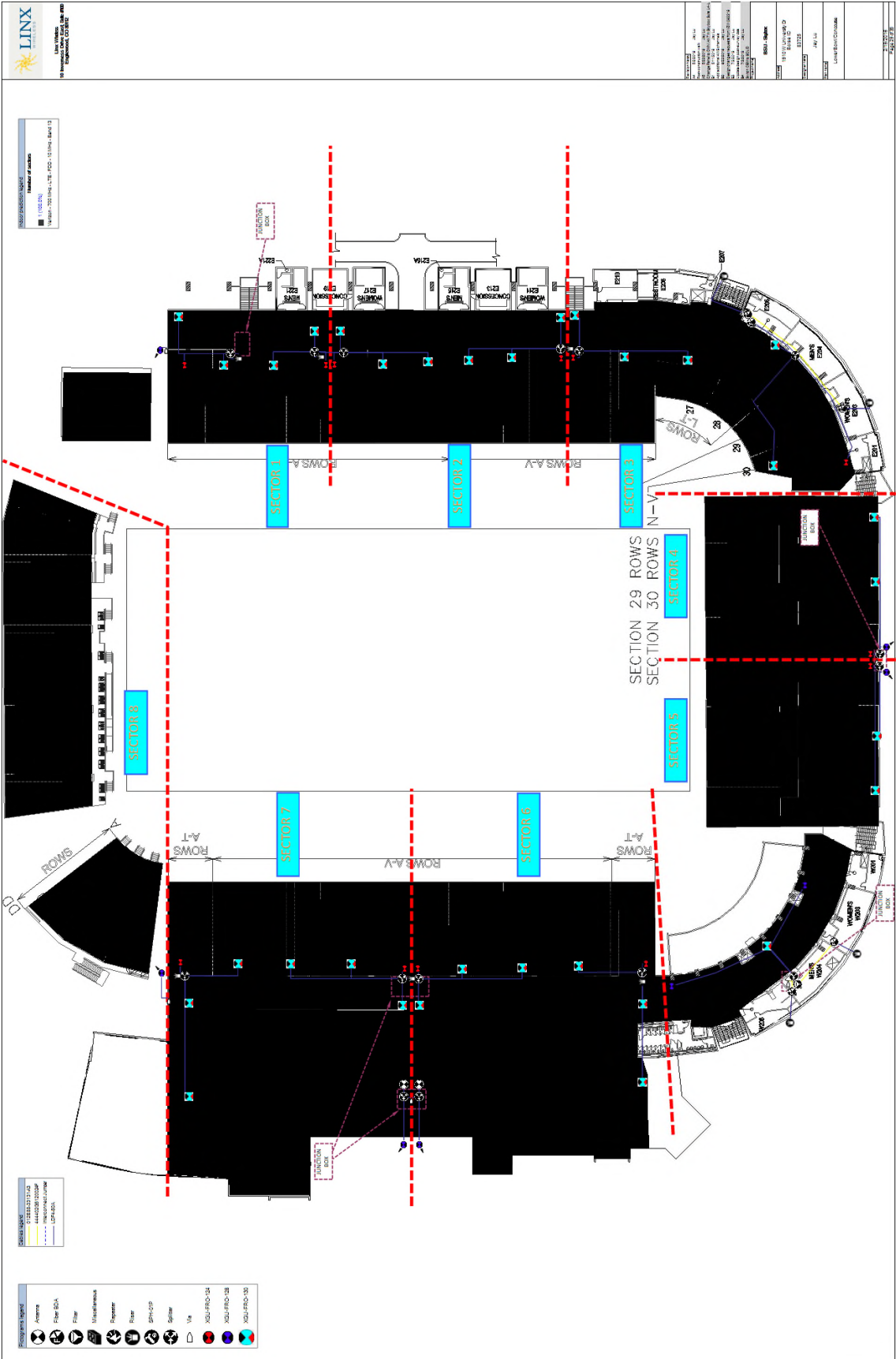




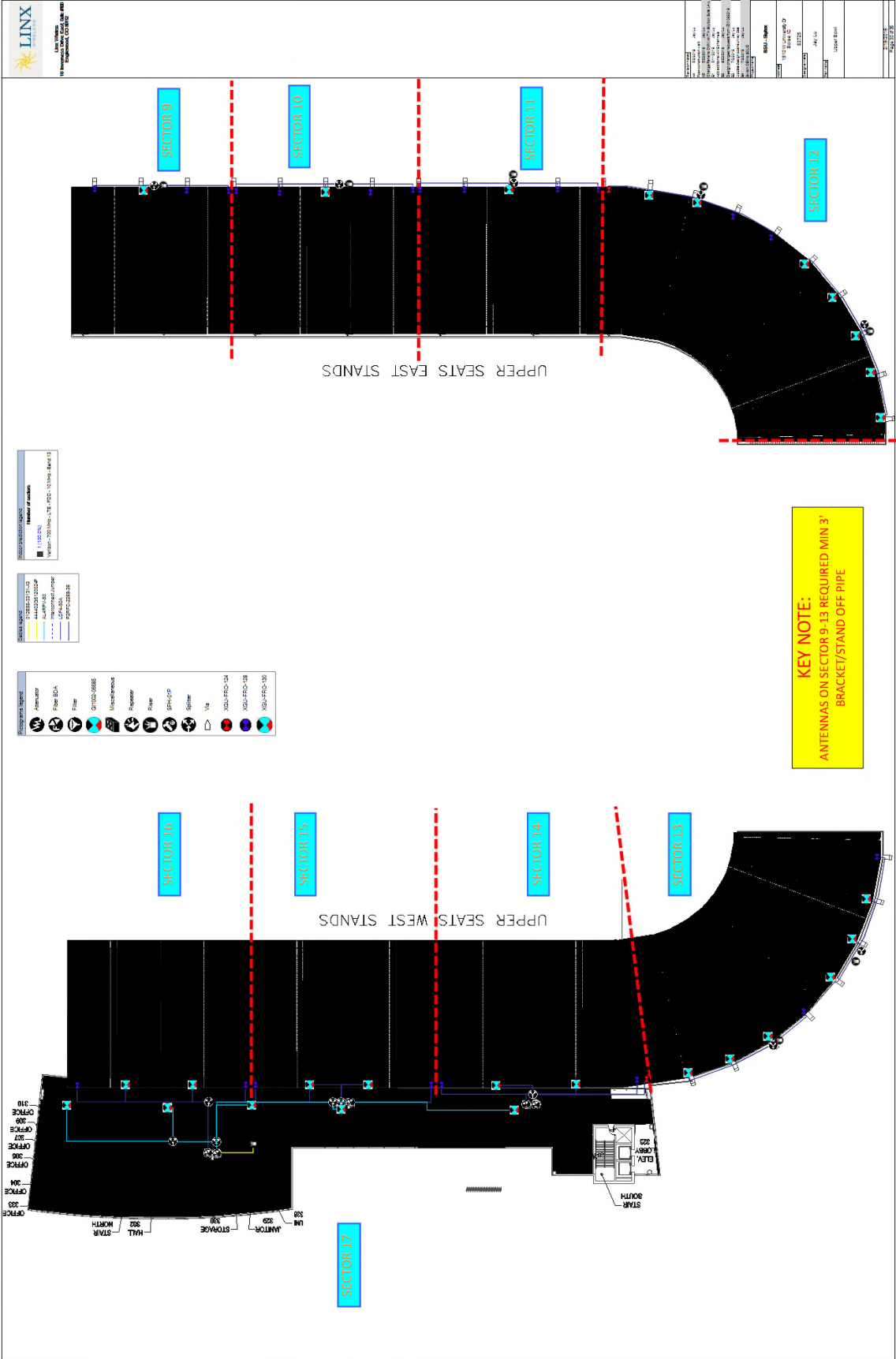


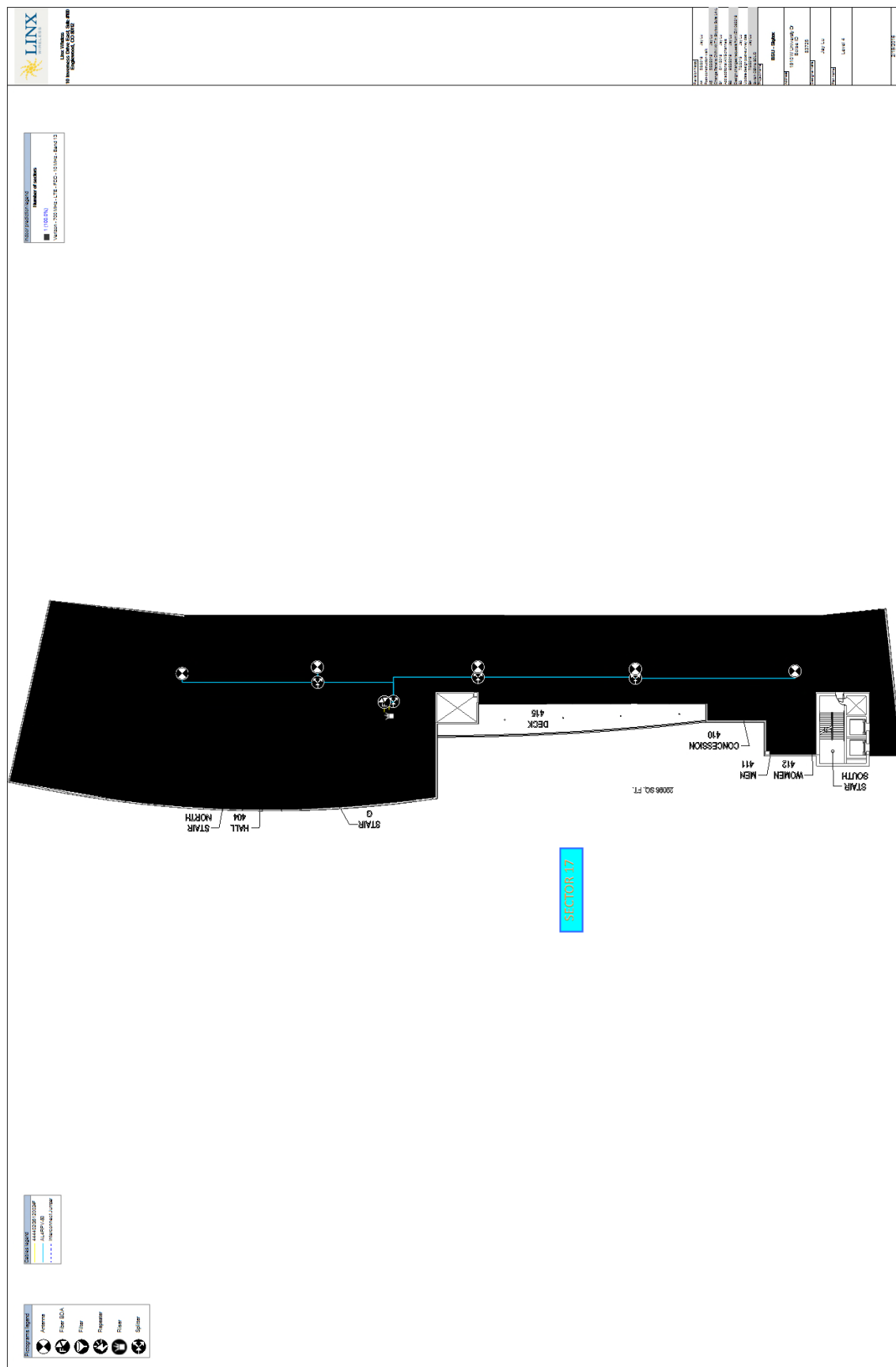


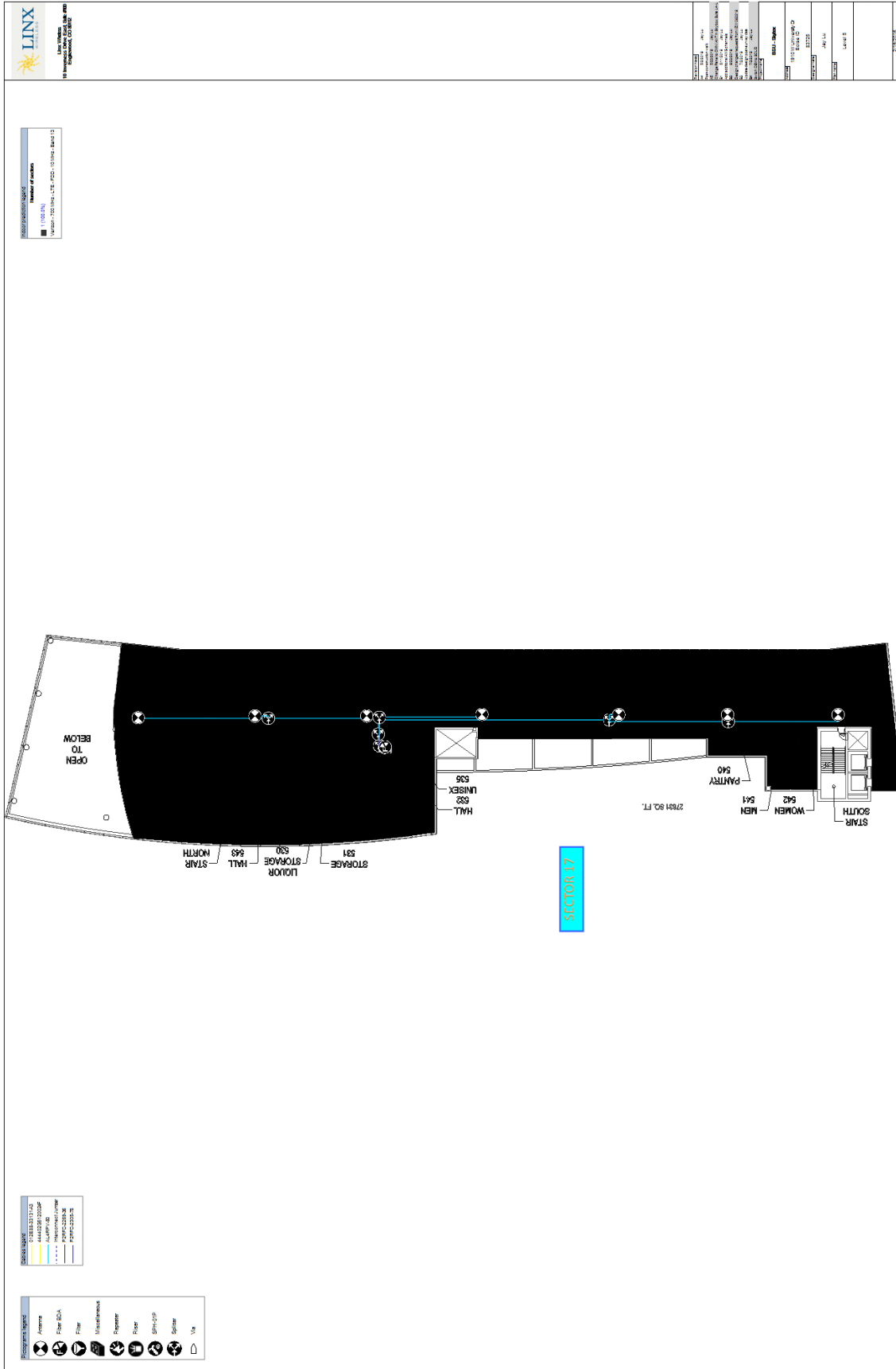


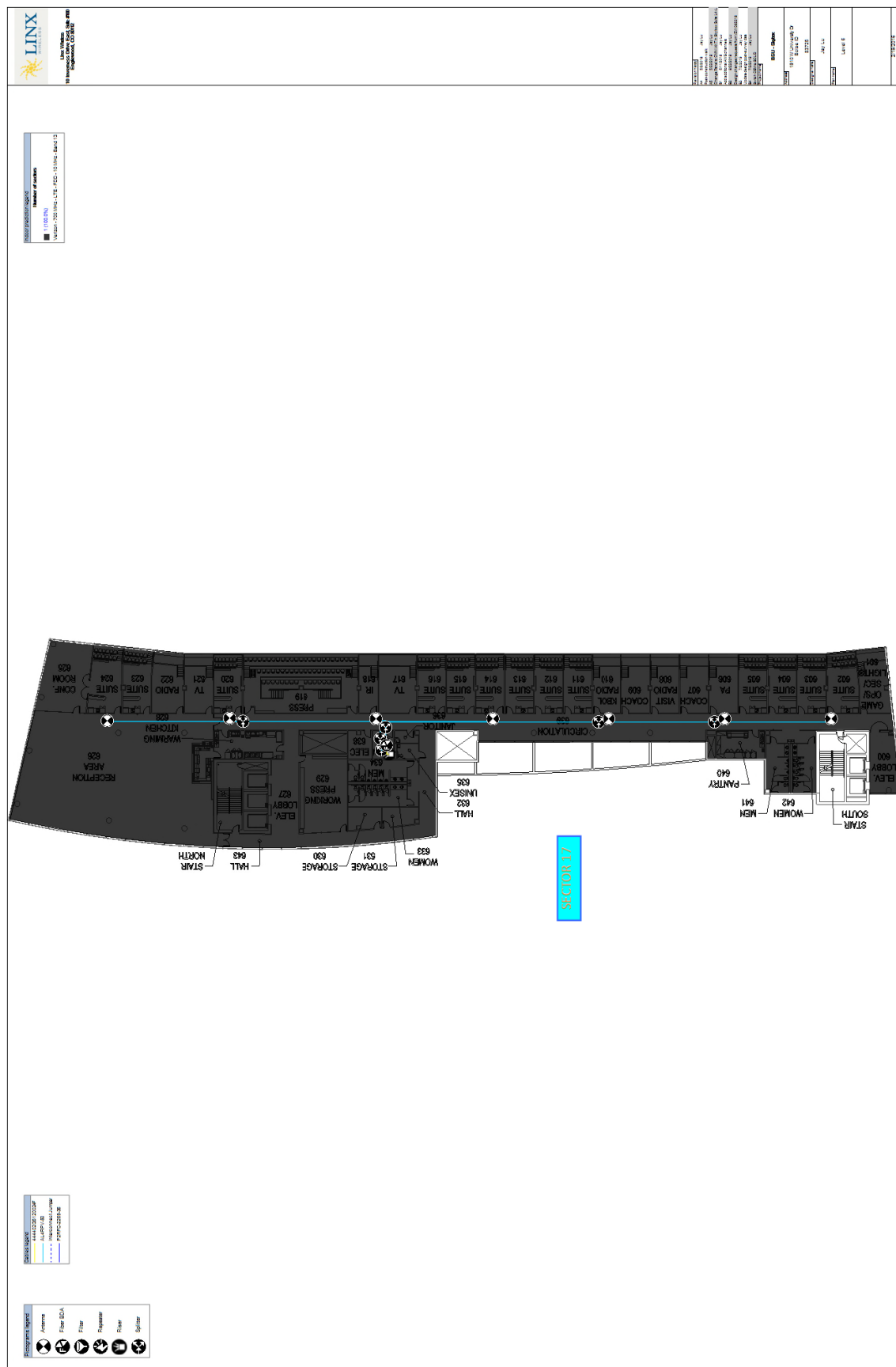


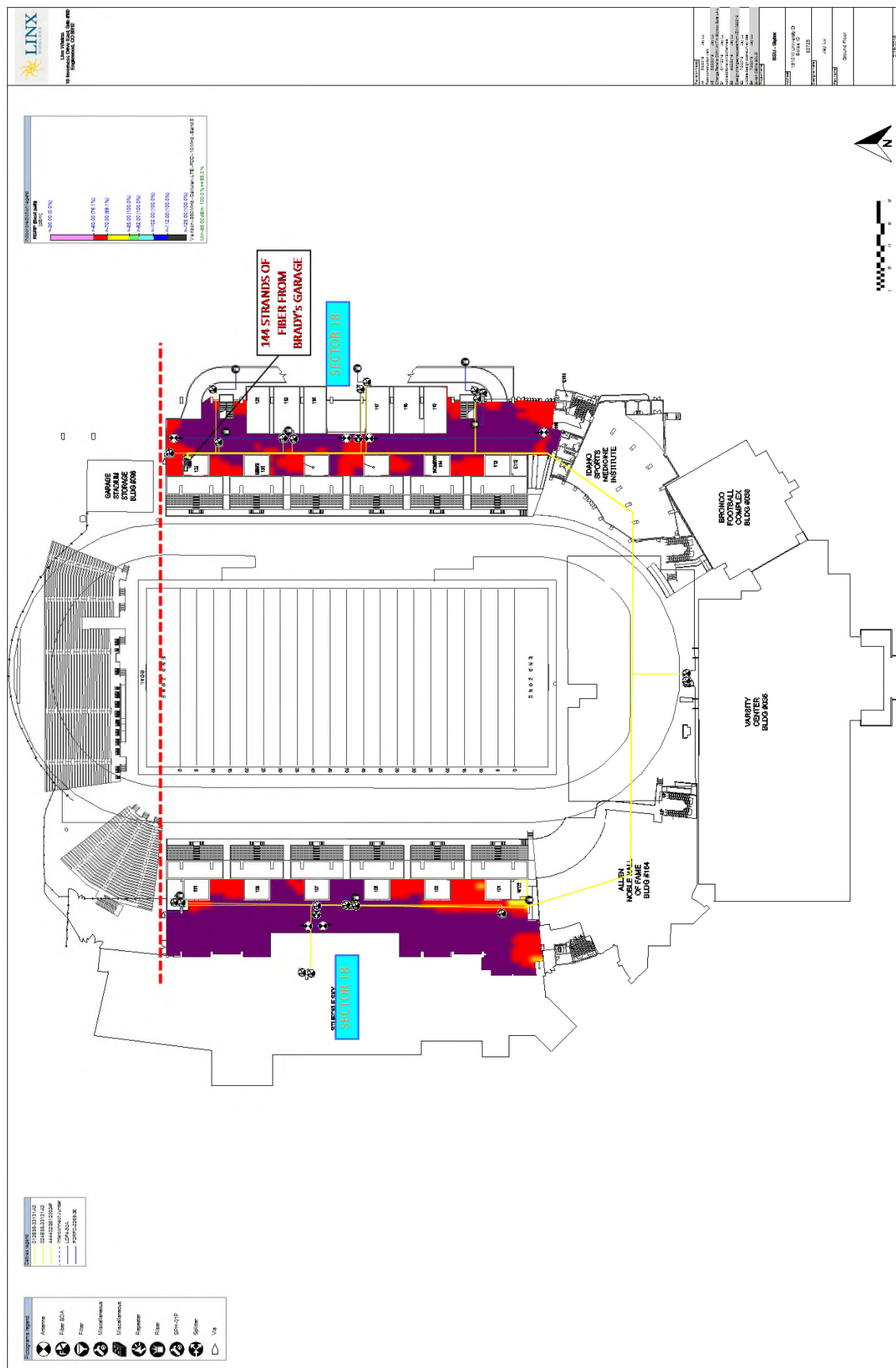
Verizon - 700 MHz - LTE / LTE overlapping zones



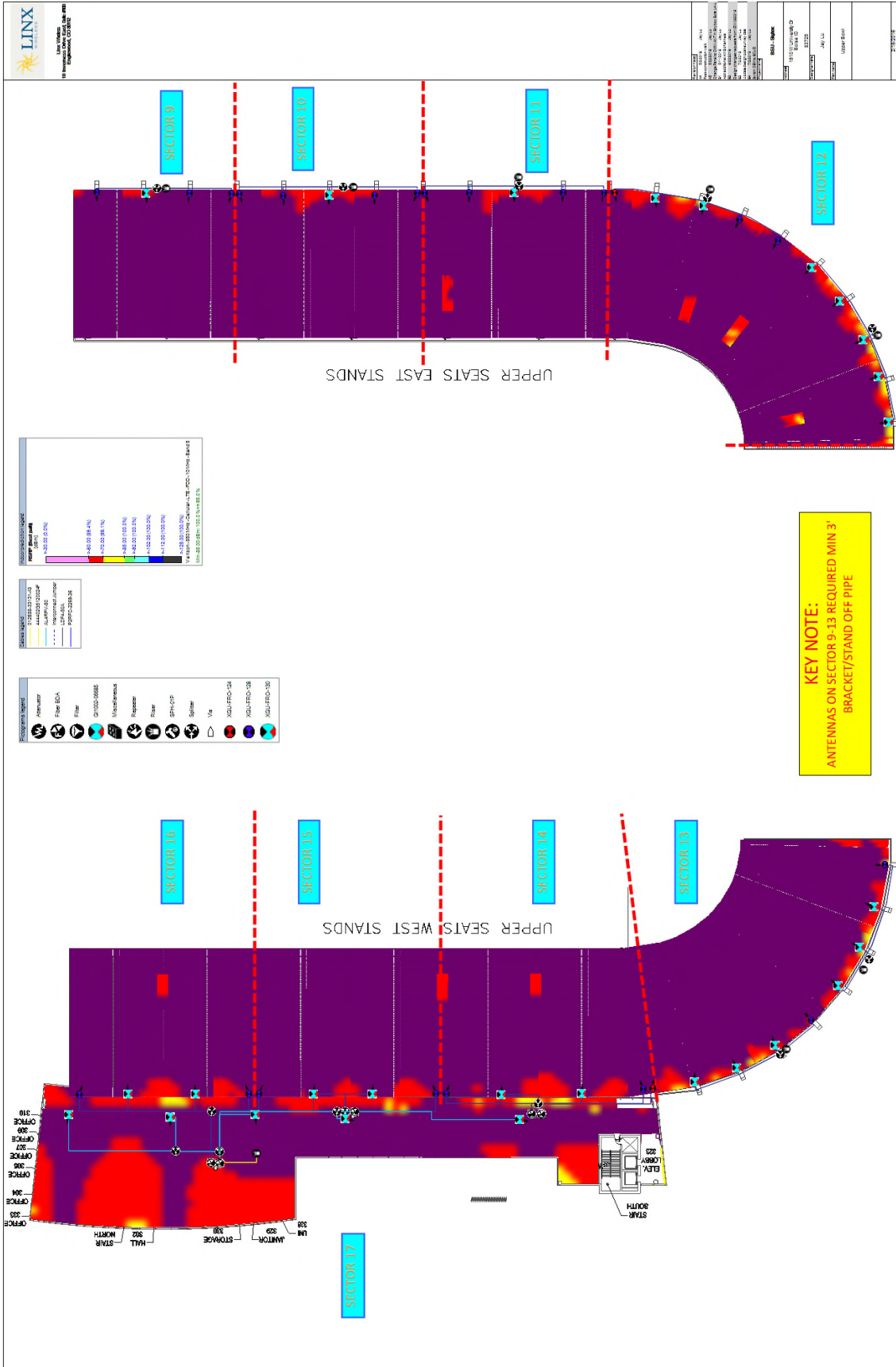


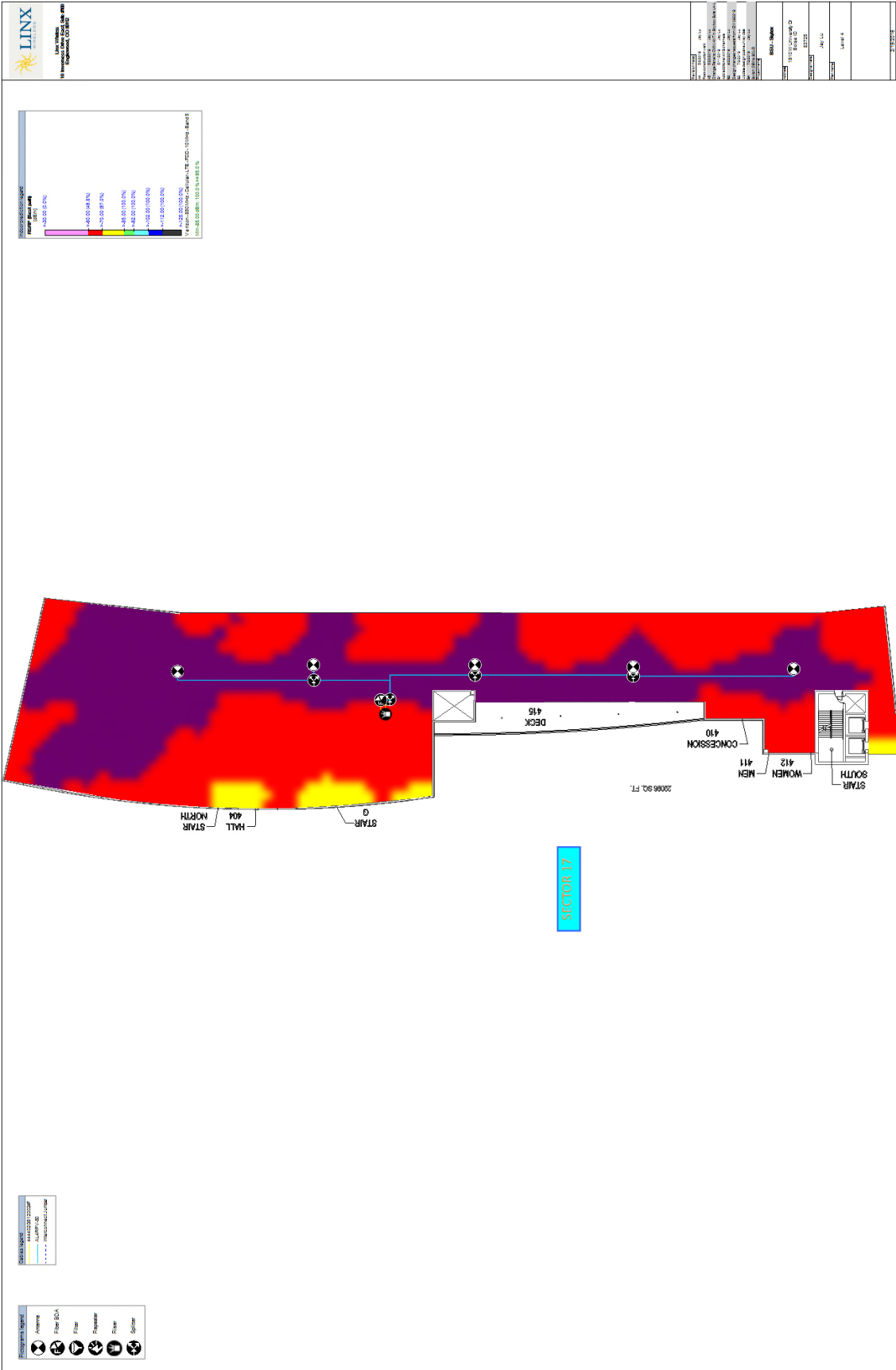


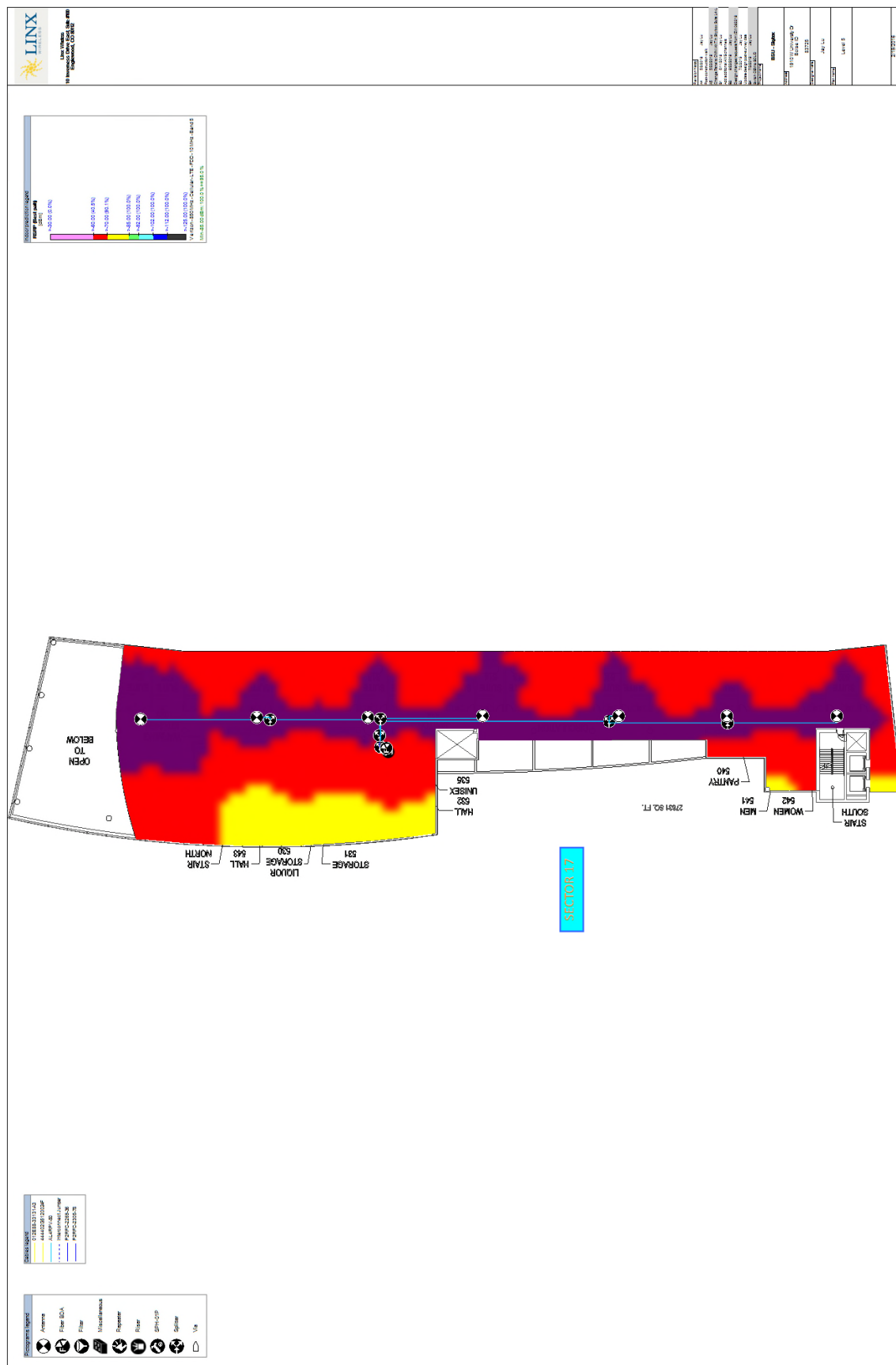


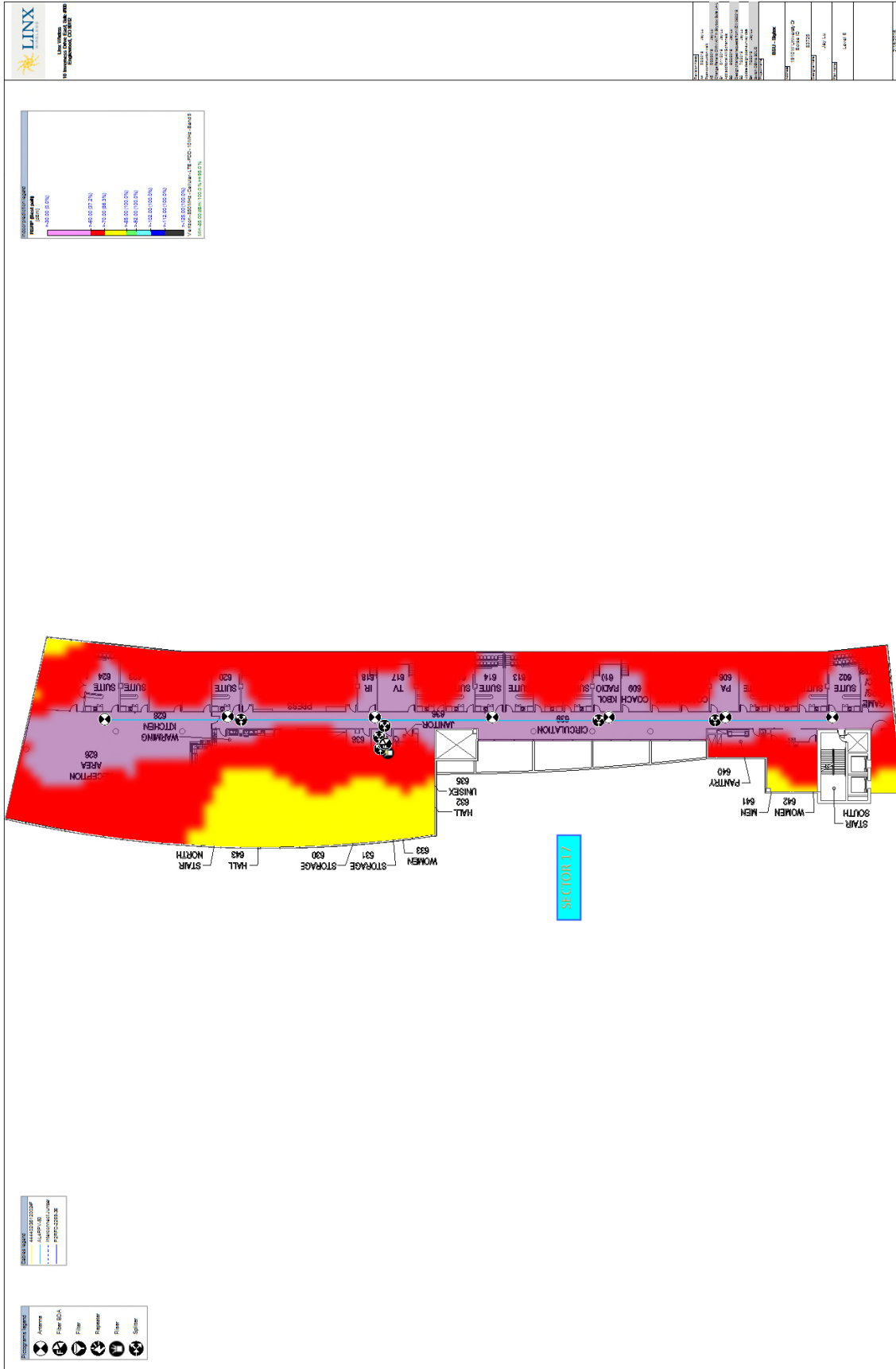


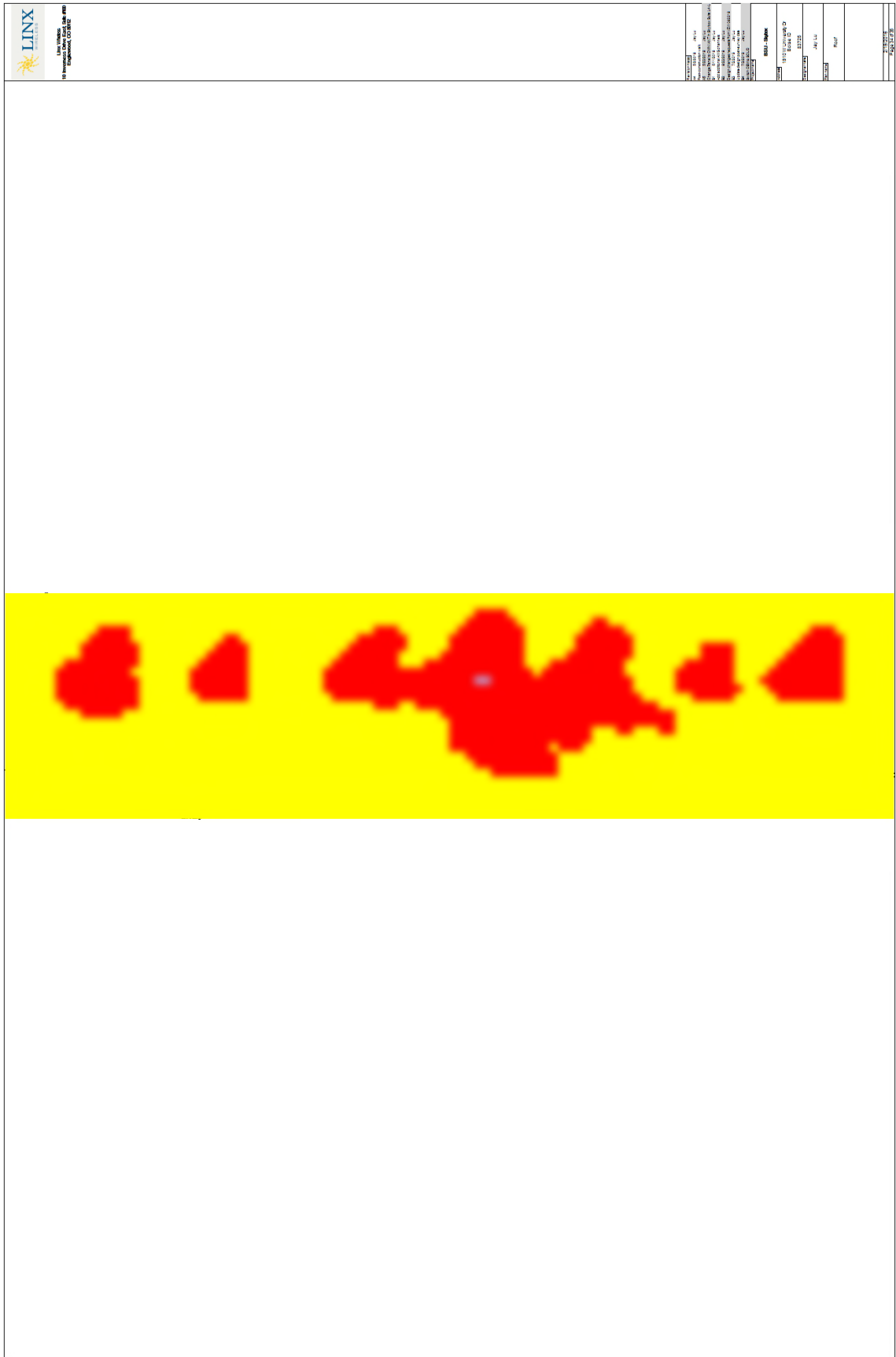


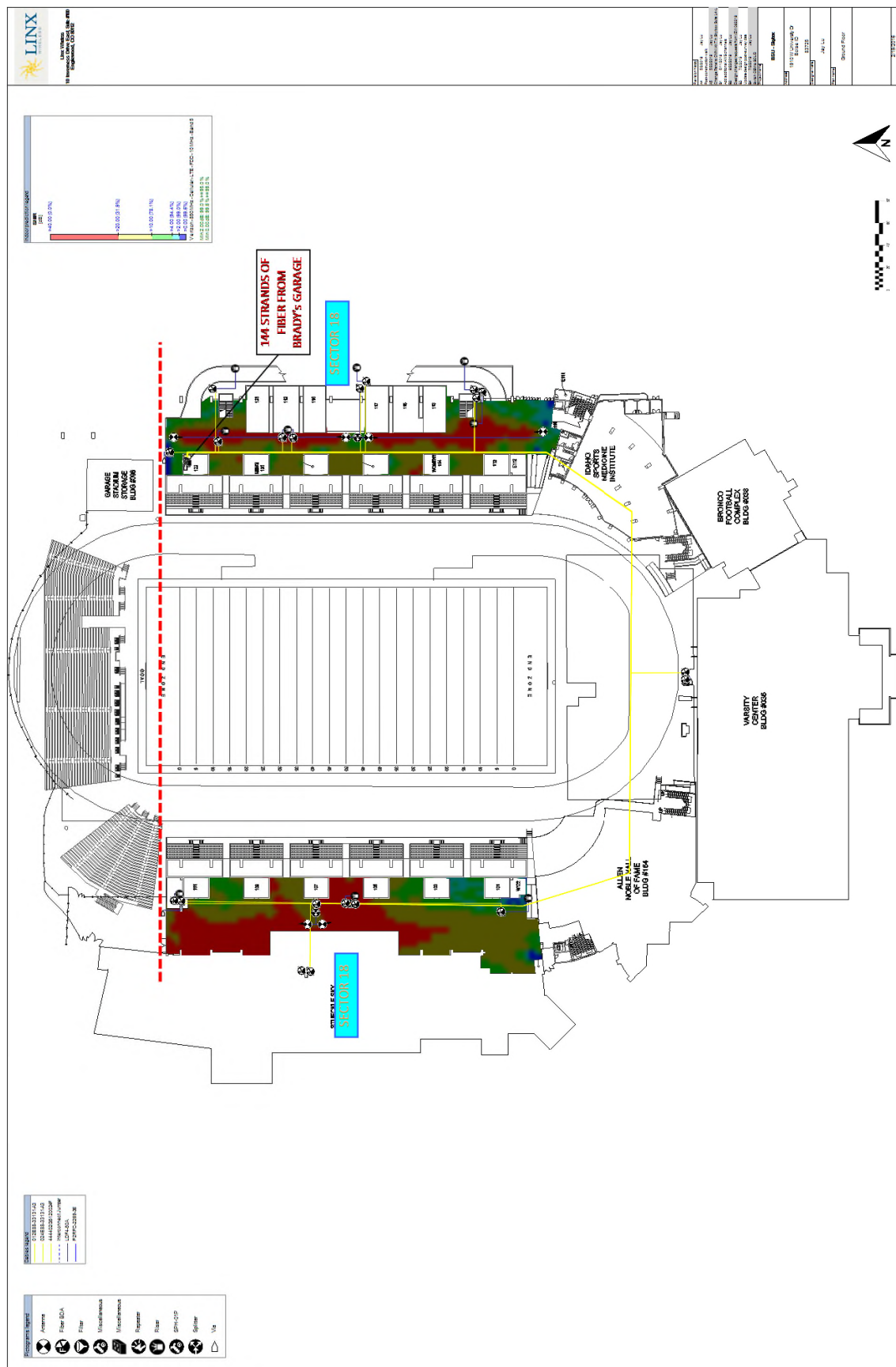




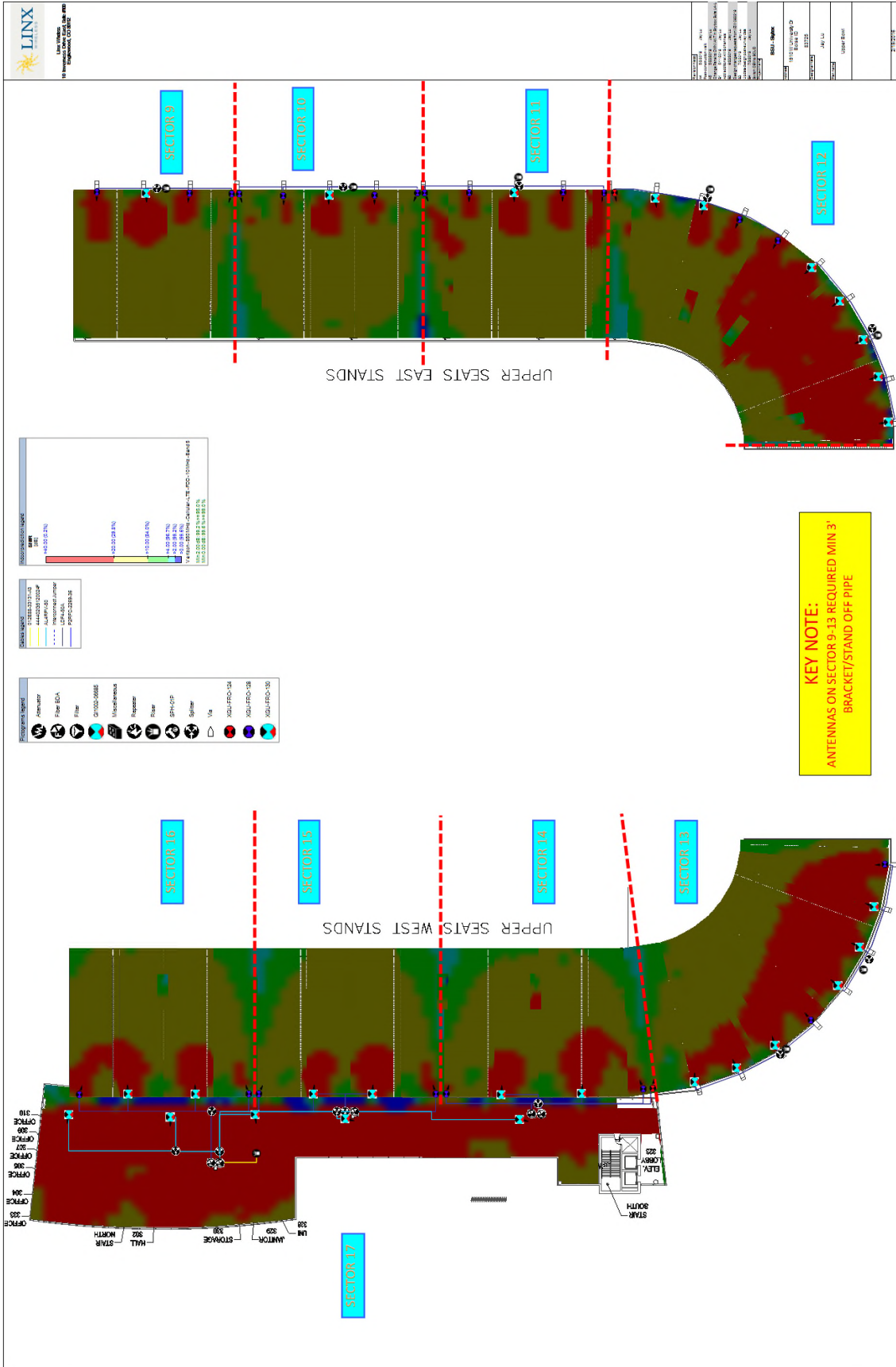


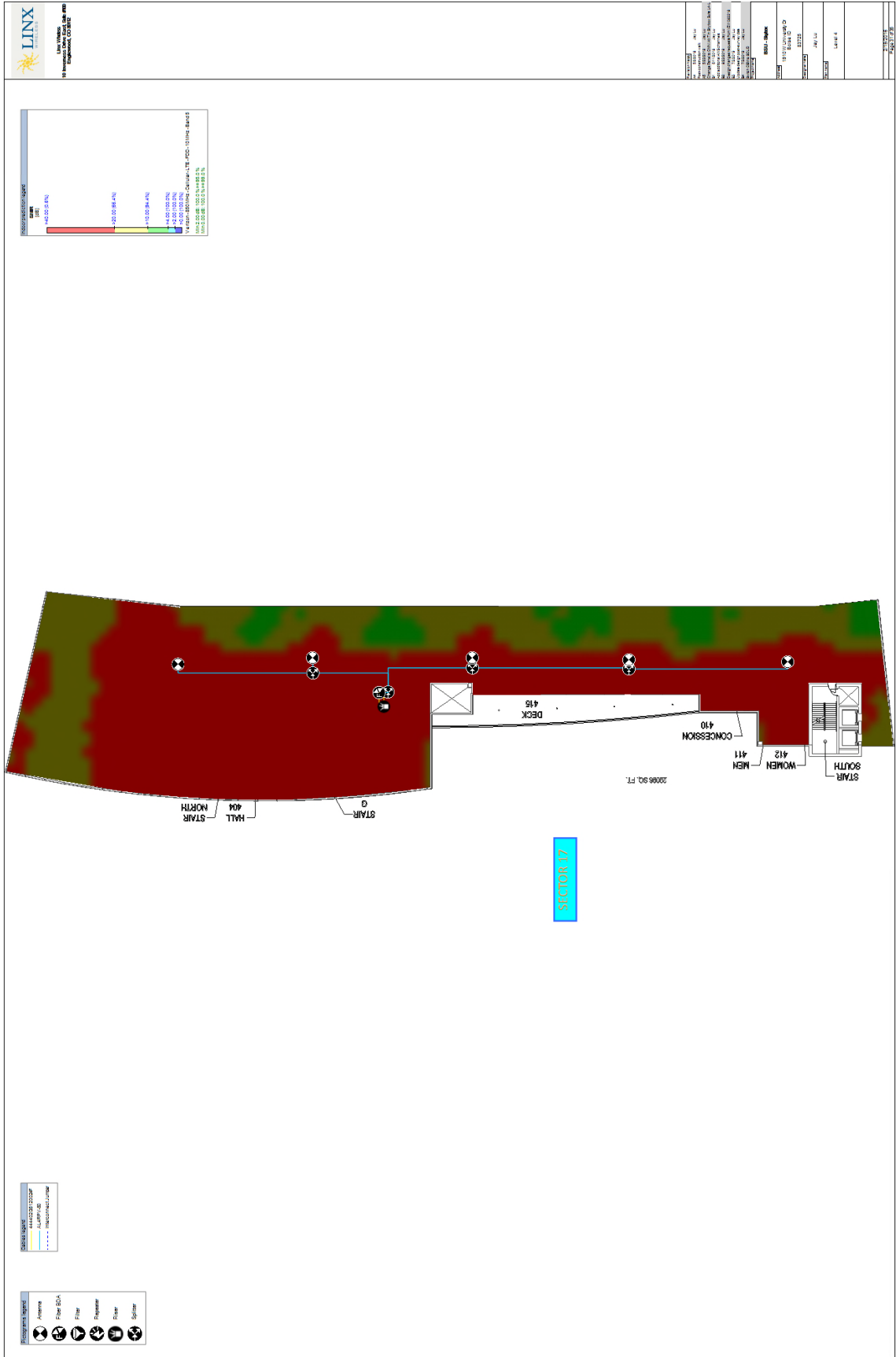


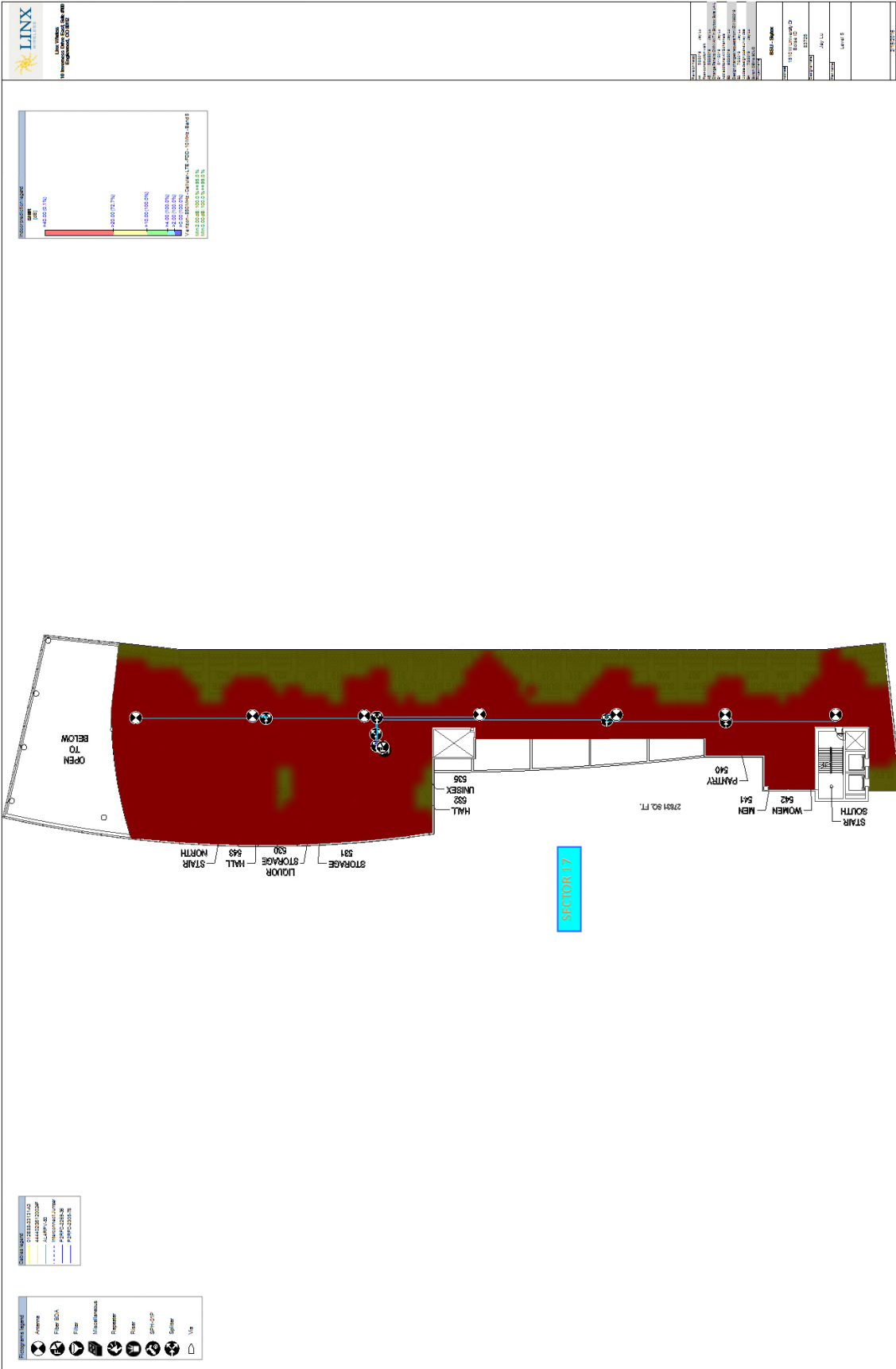


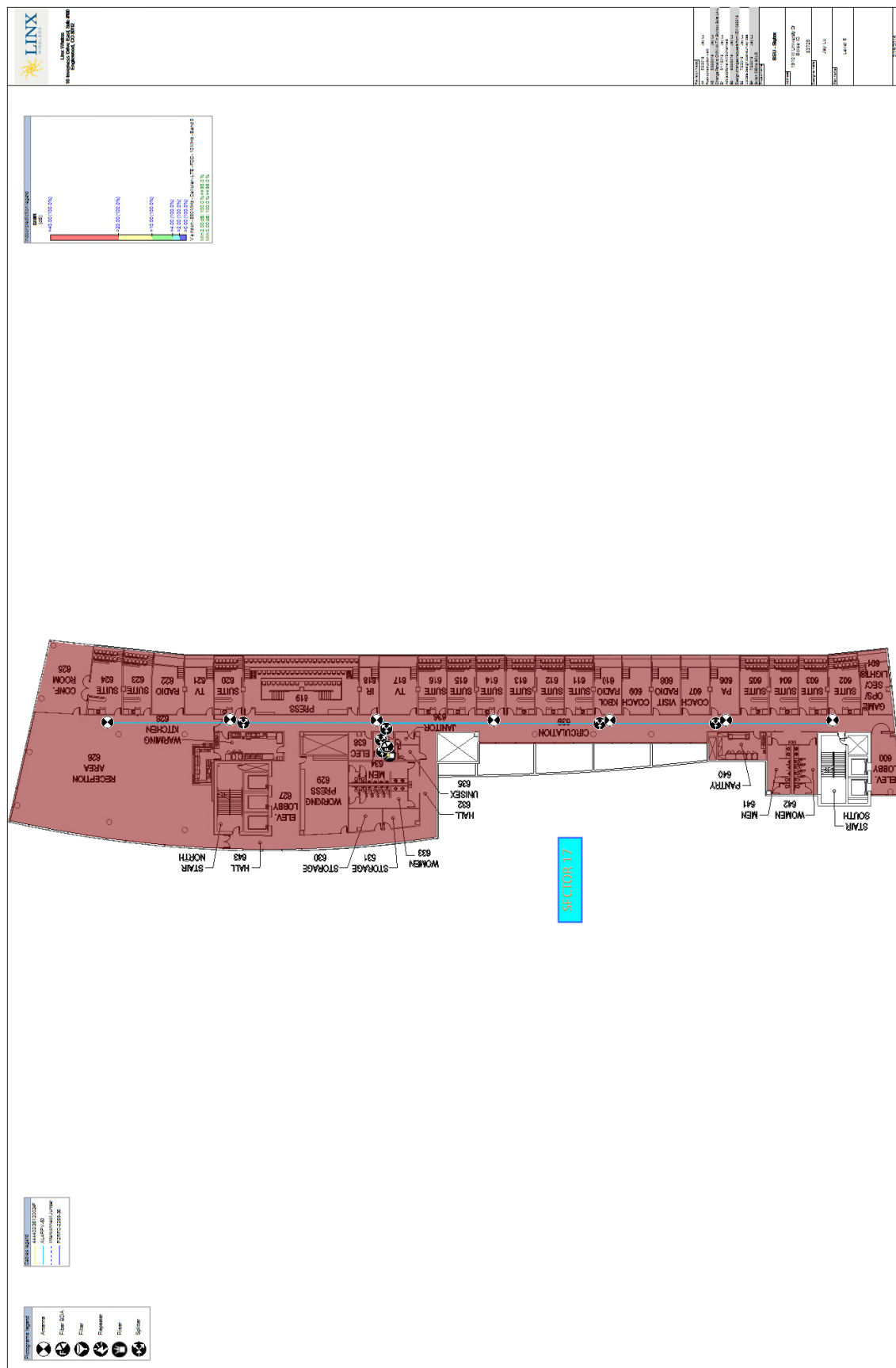


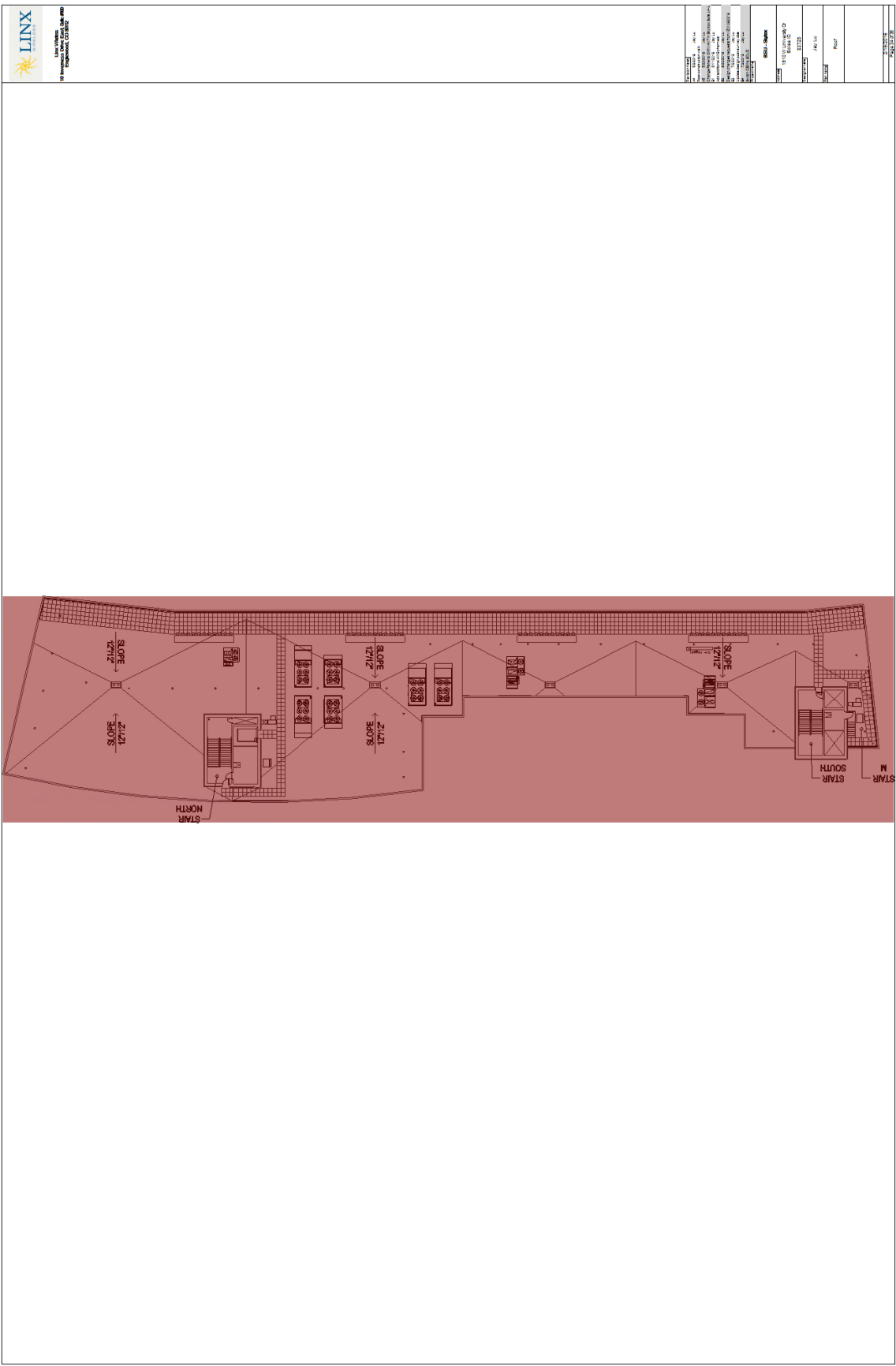


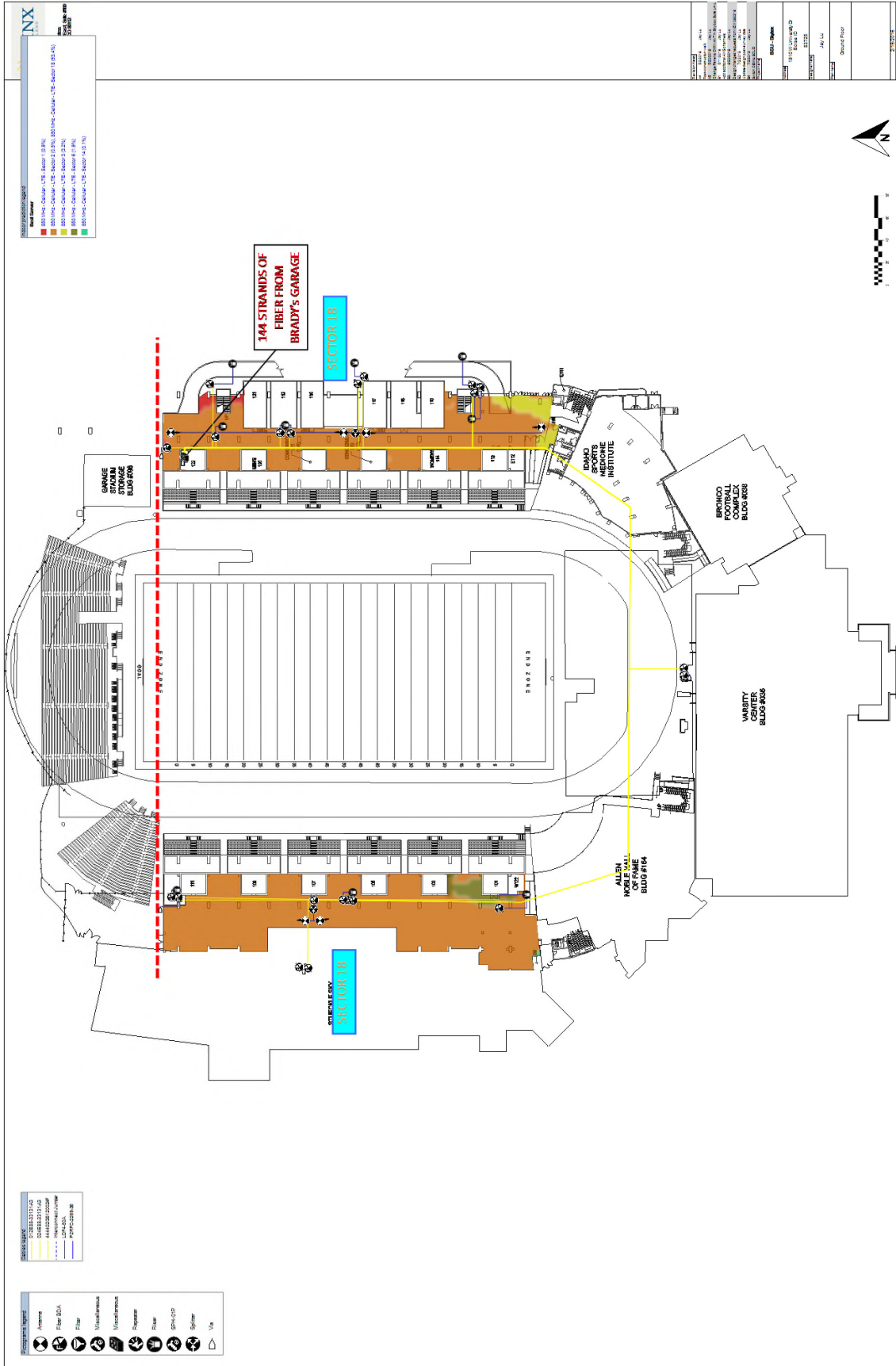




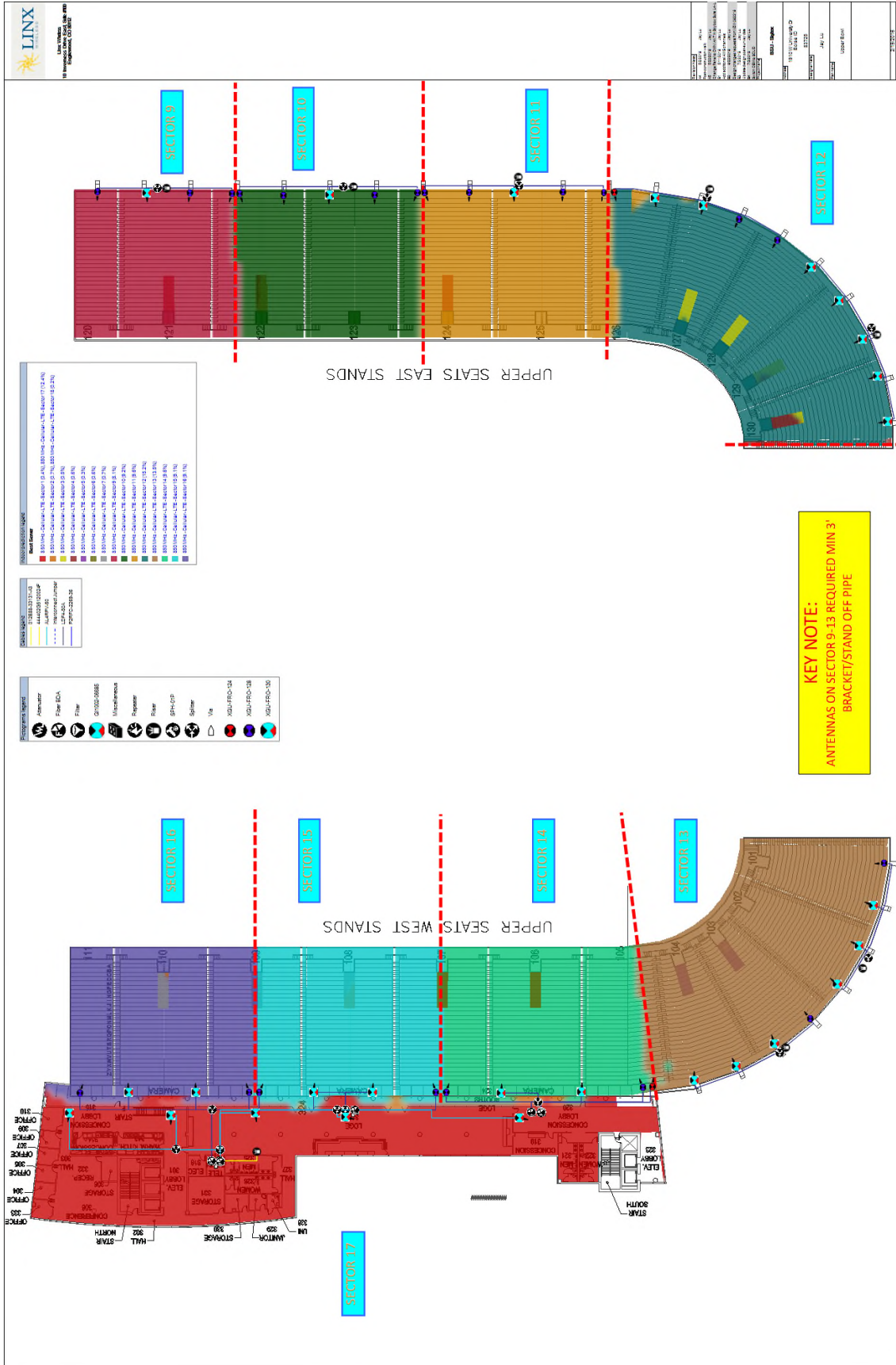


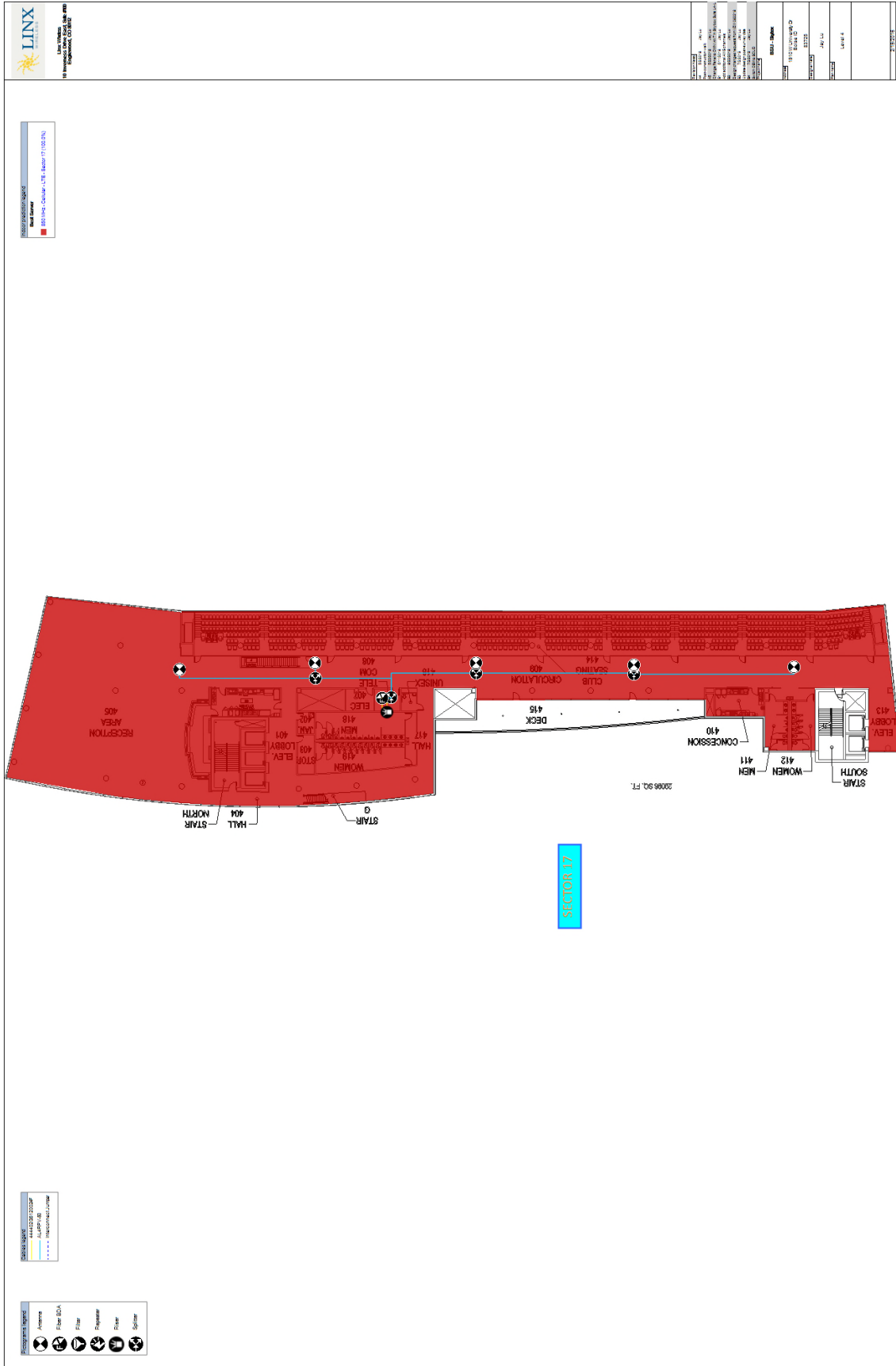


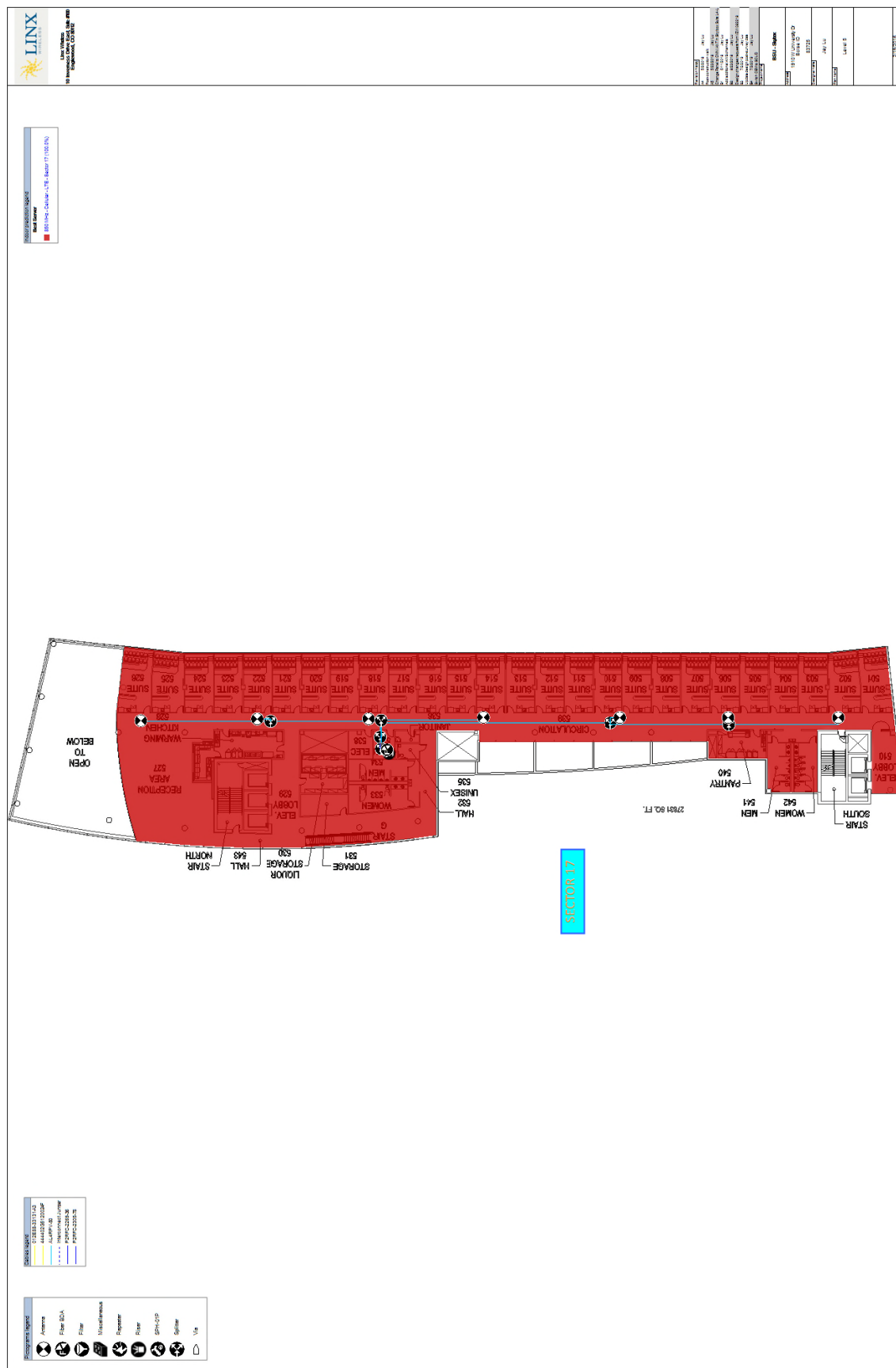


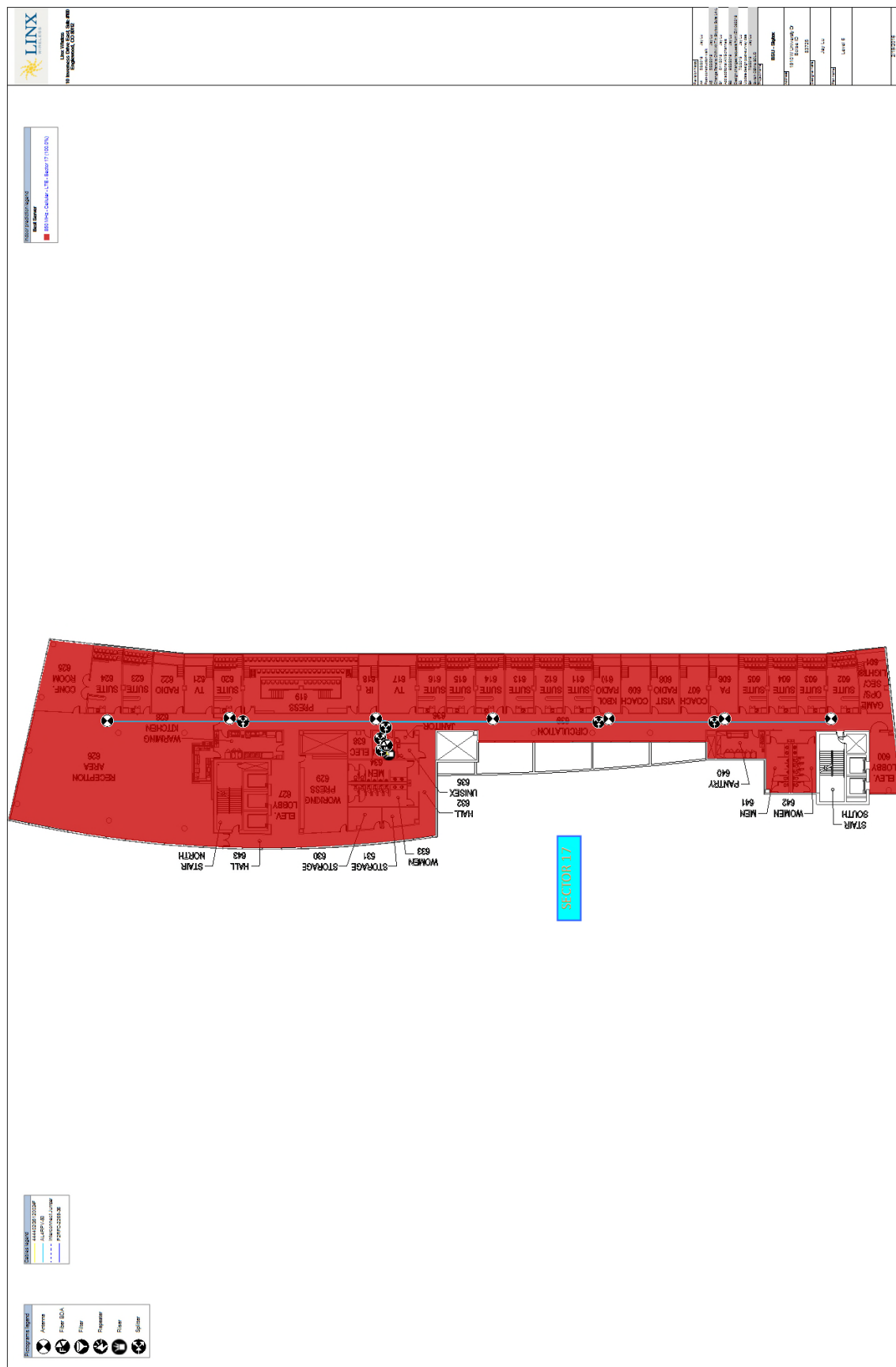


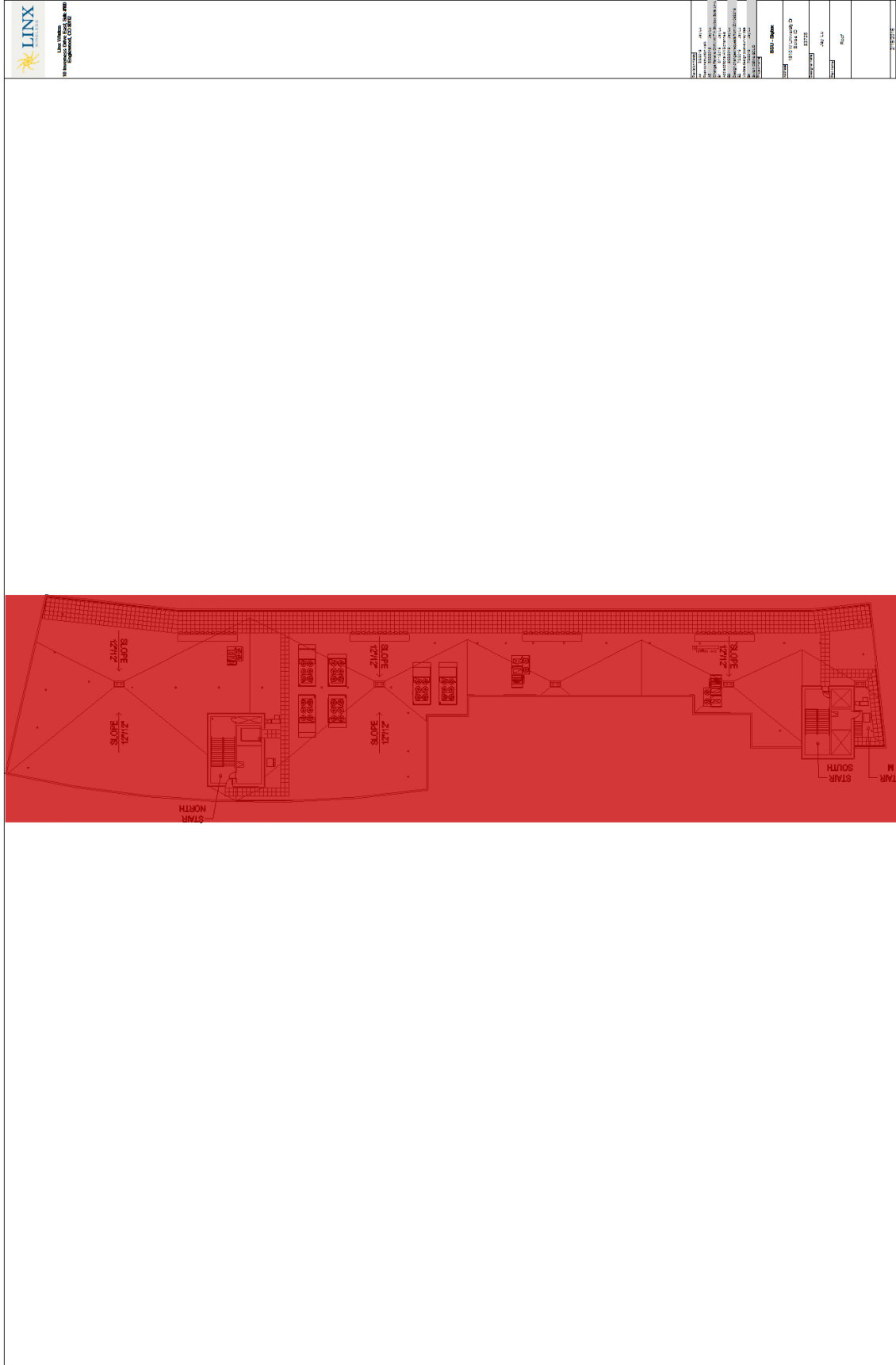






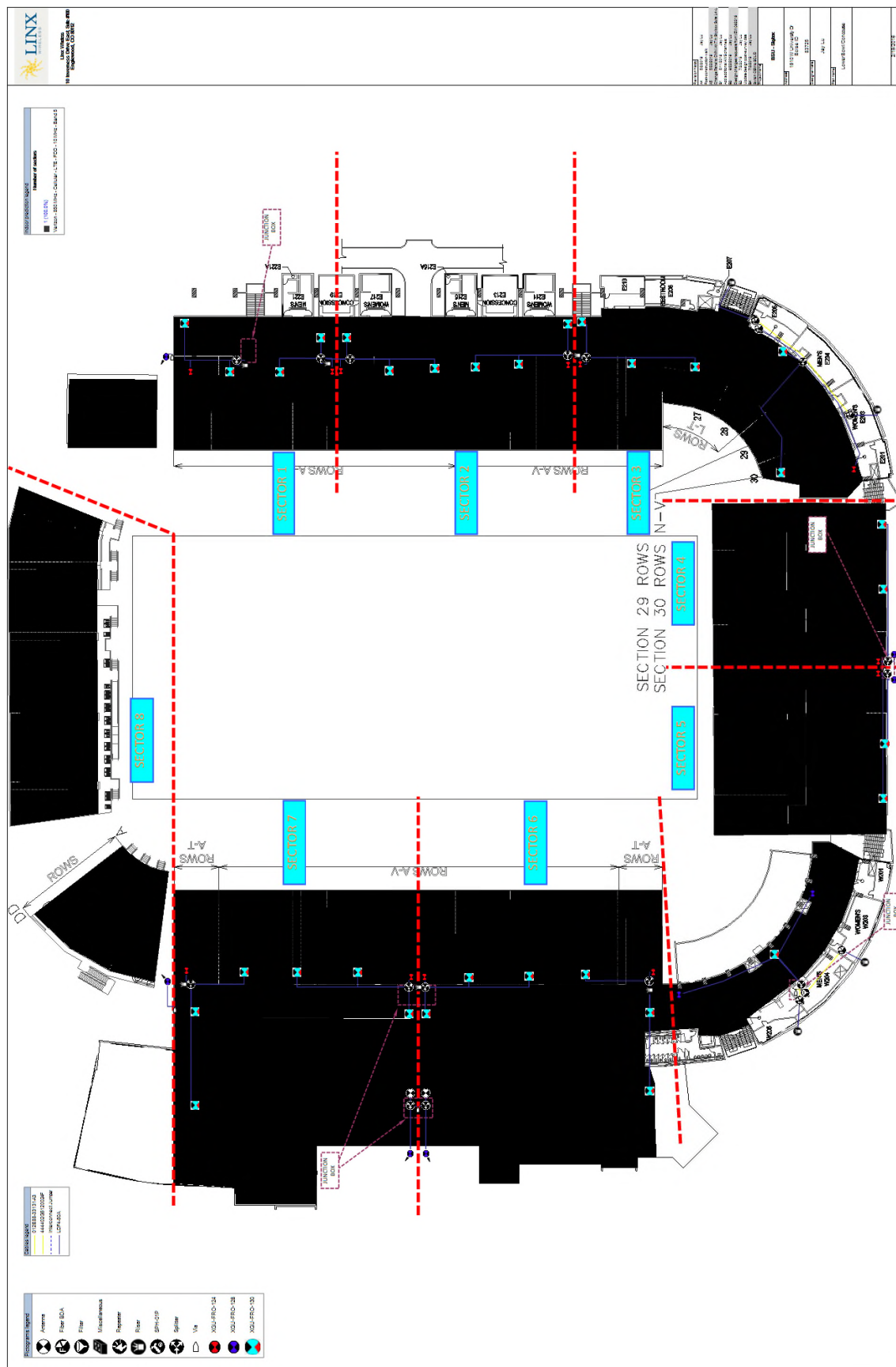


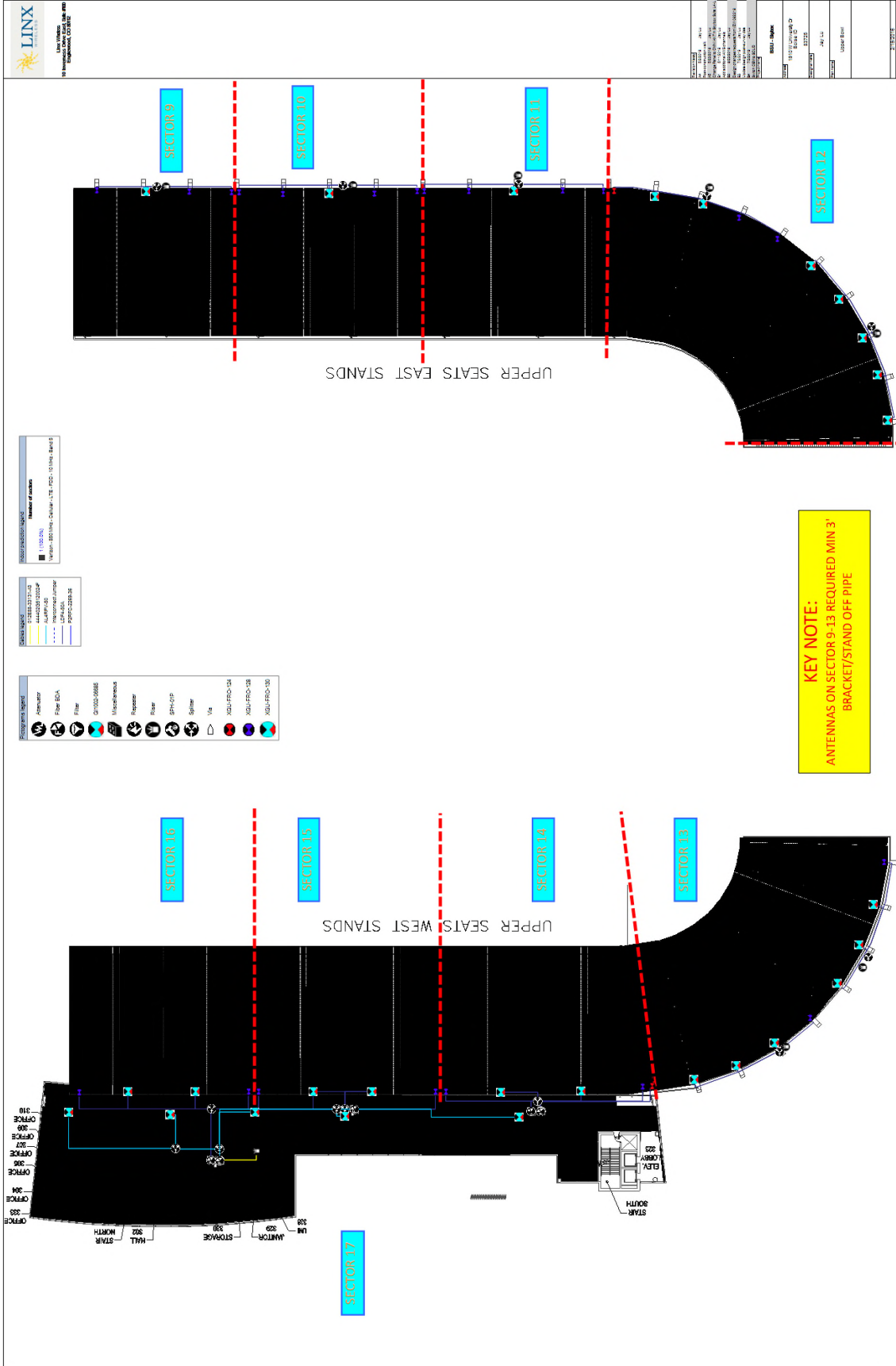


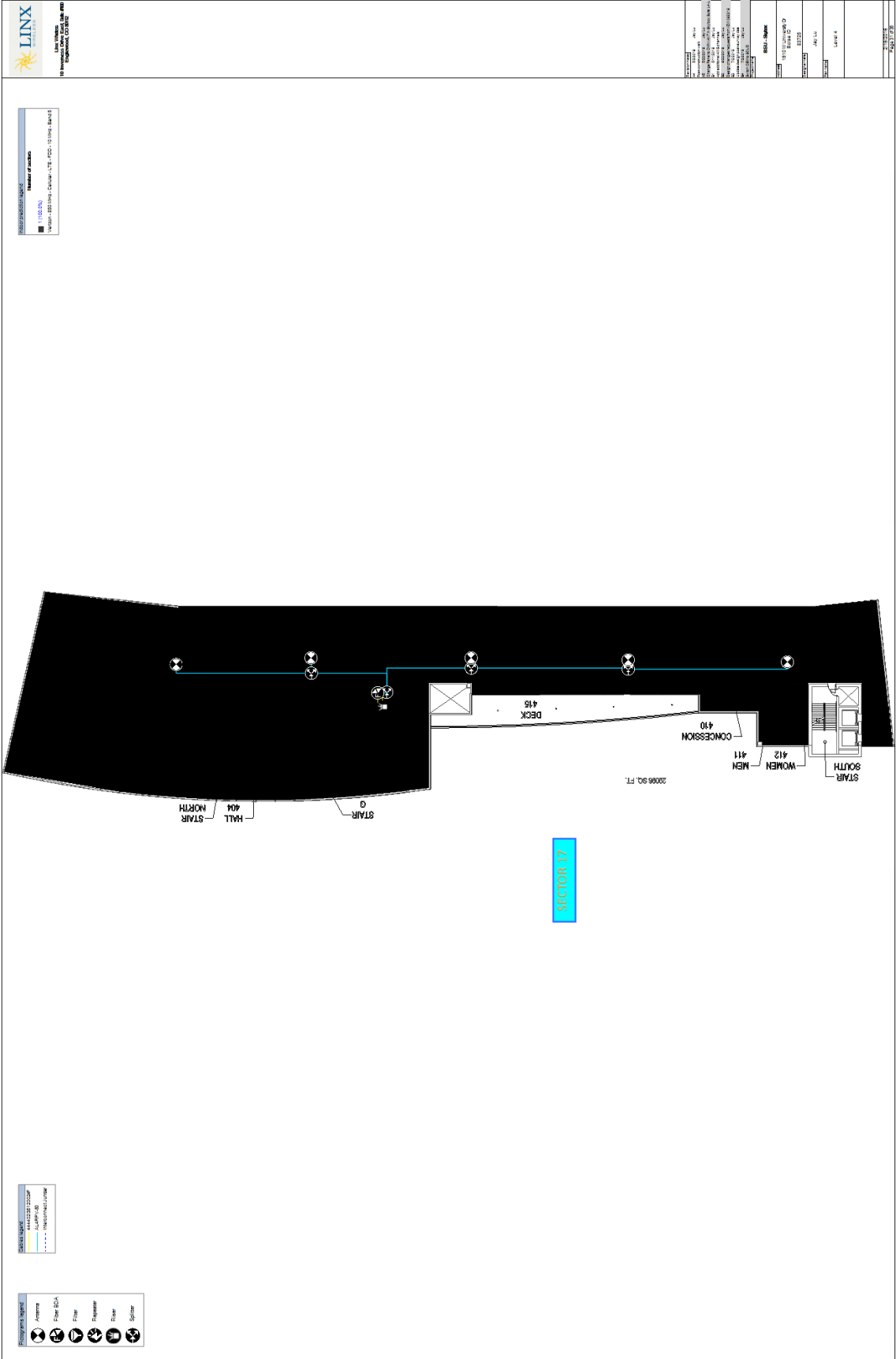


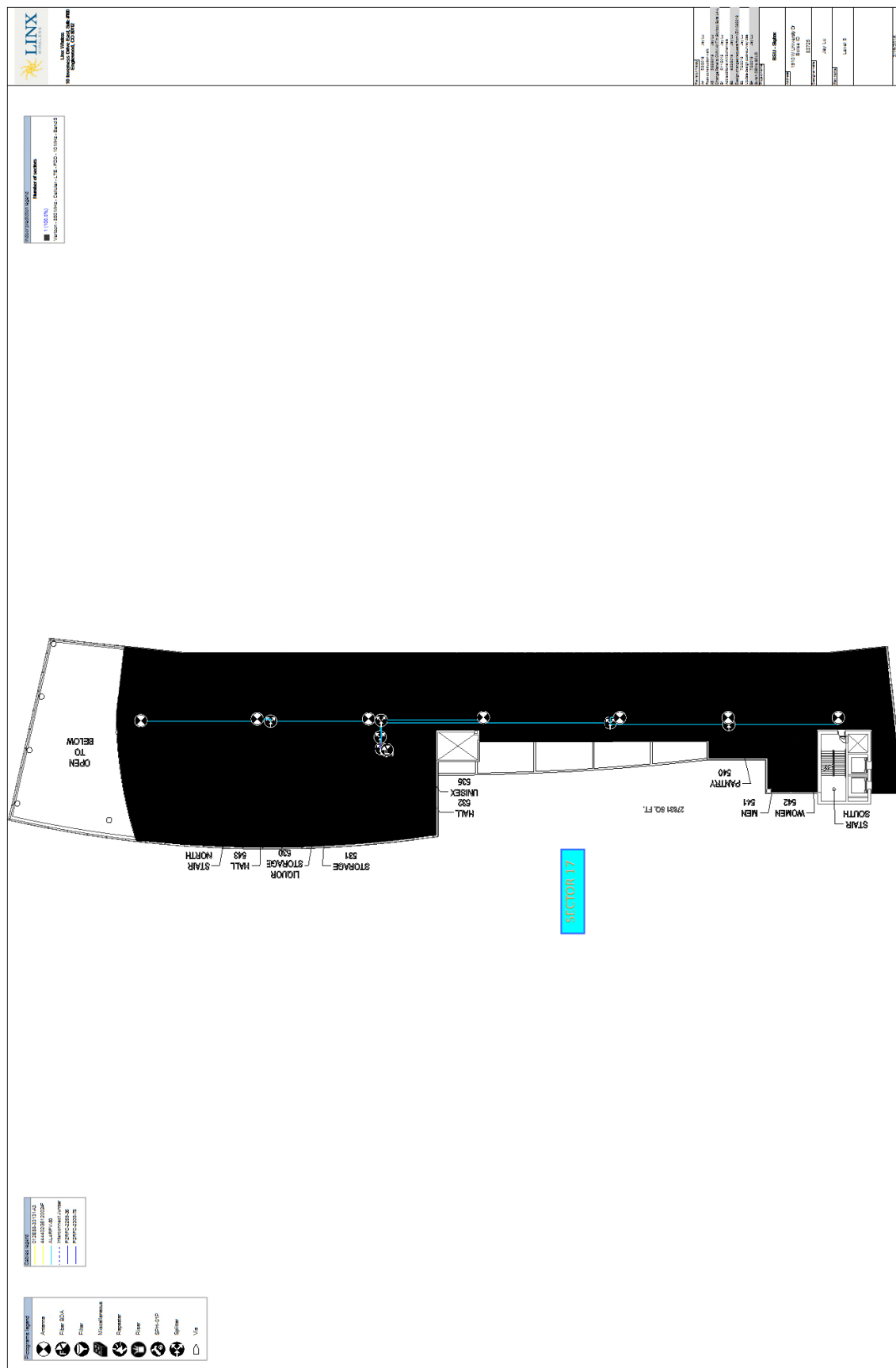
Verizon - 850 MHz - Cellular - LTE / LTE overlapping zones

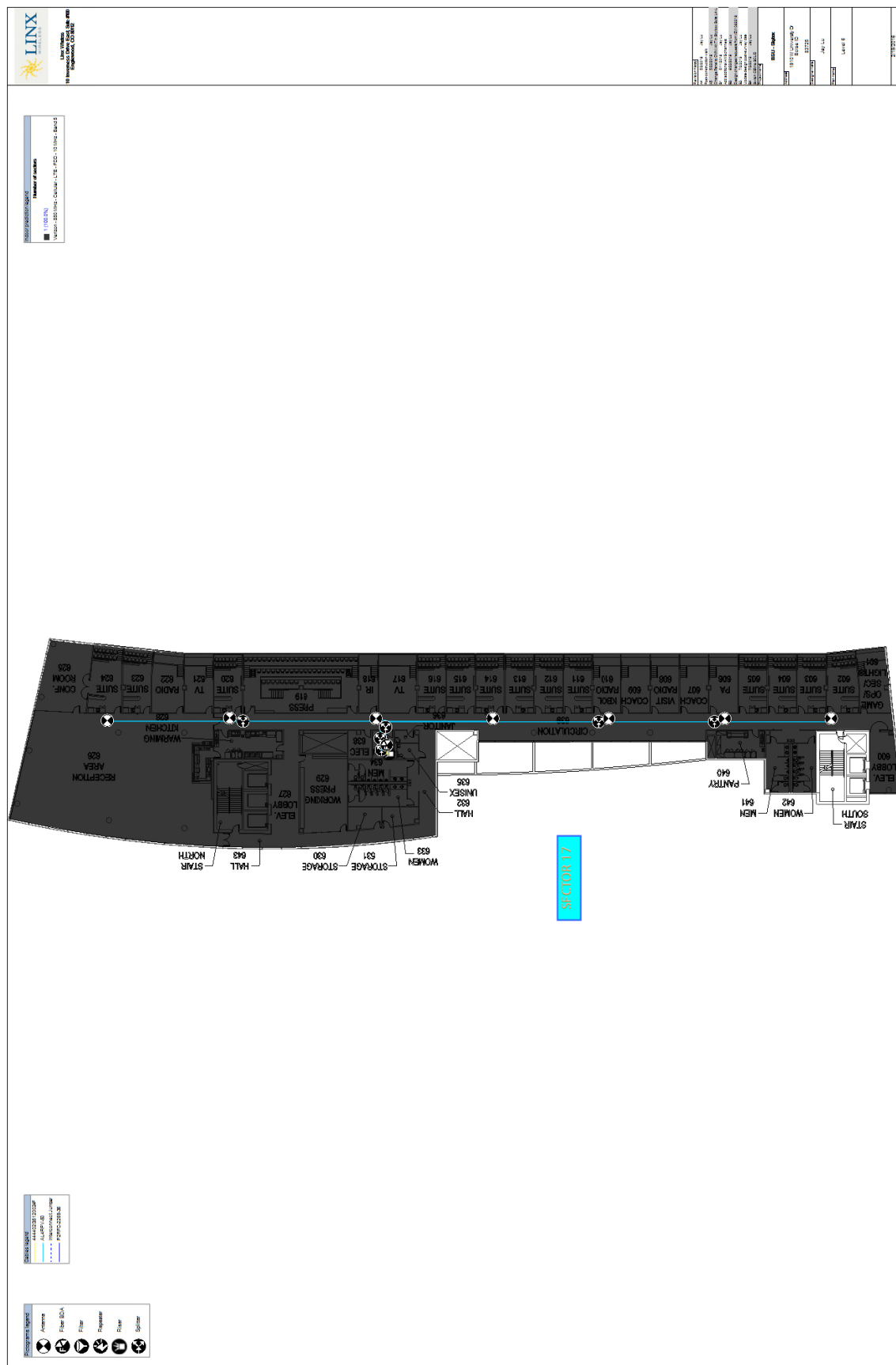


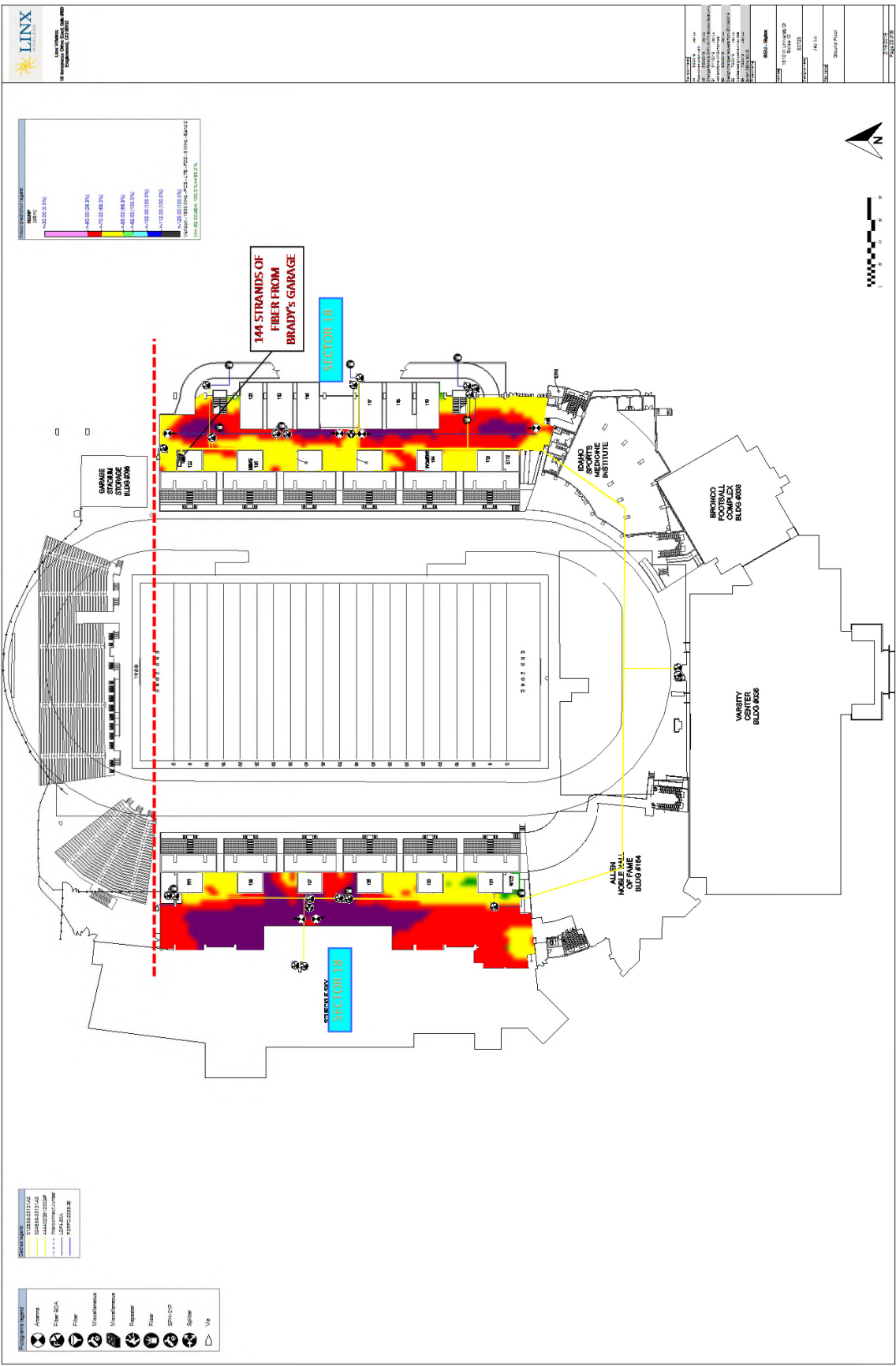






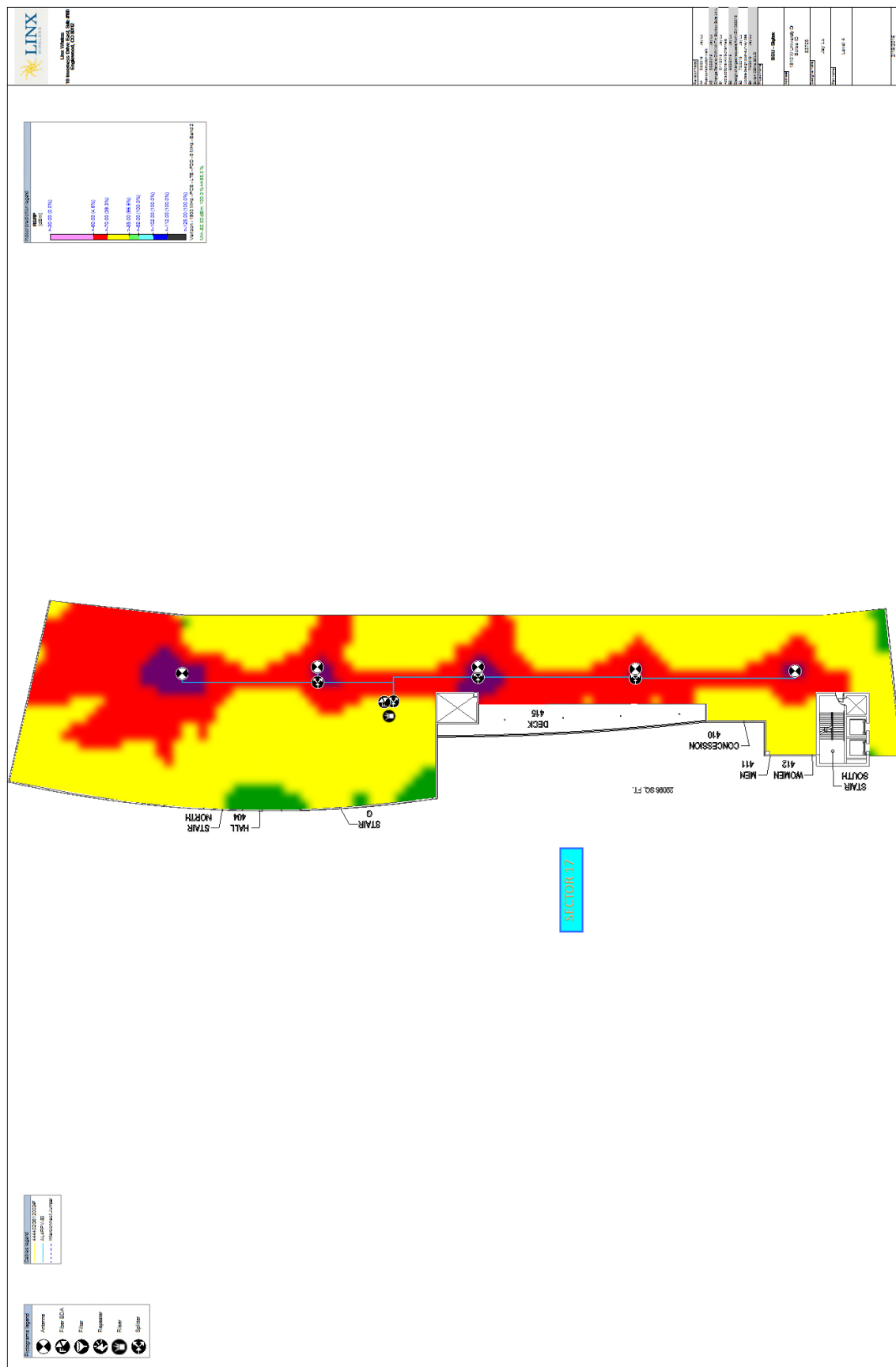


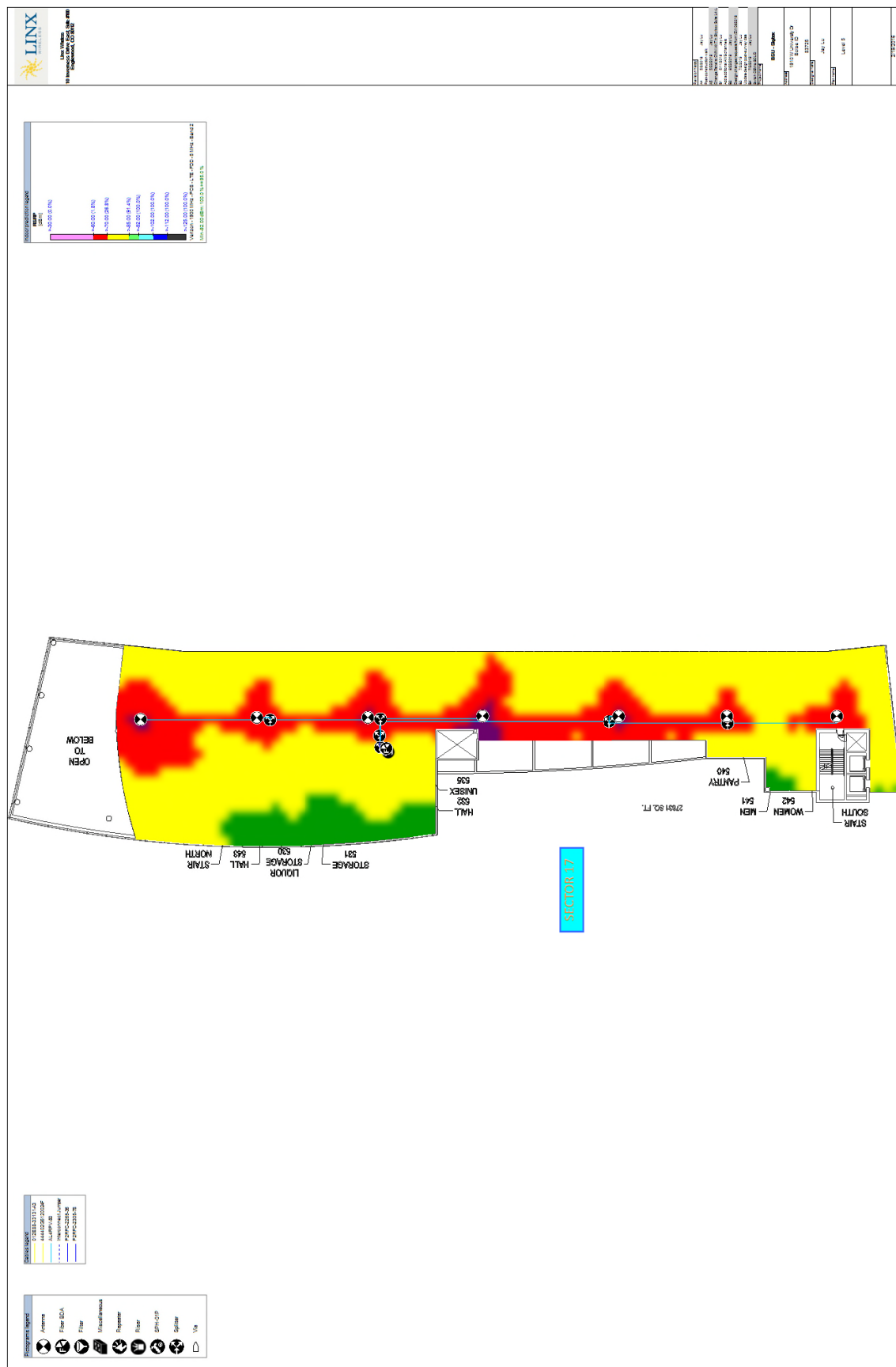


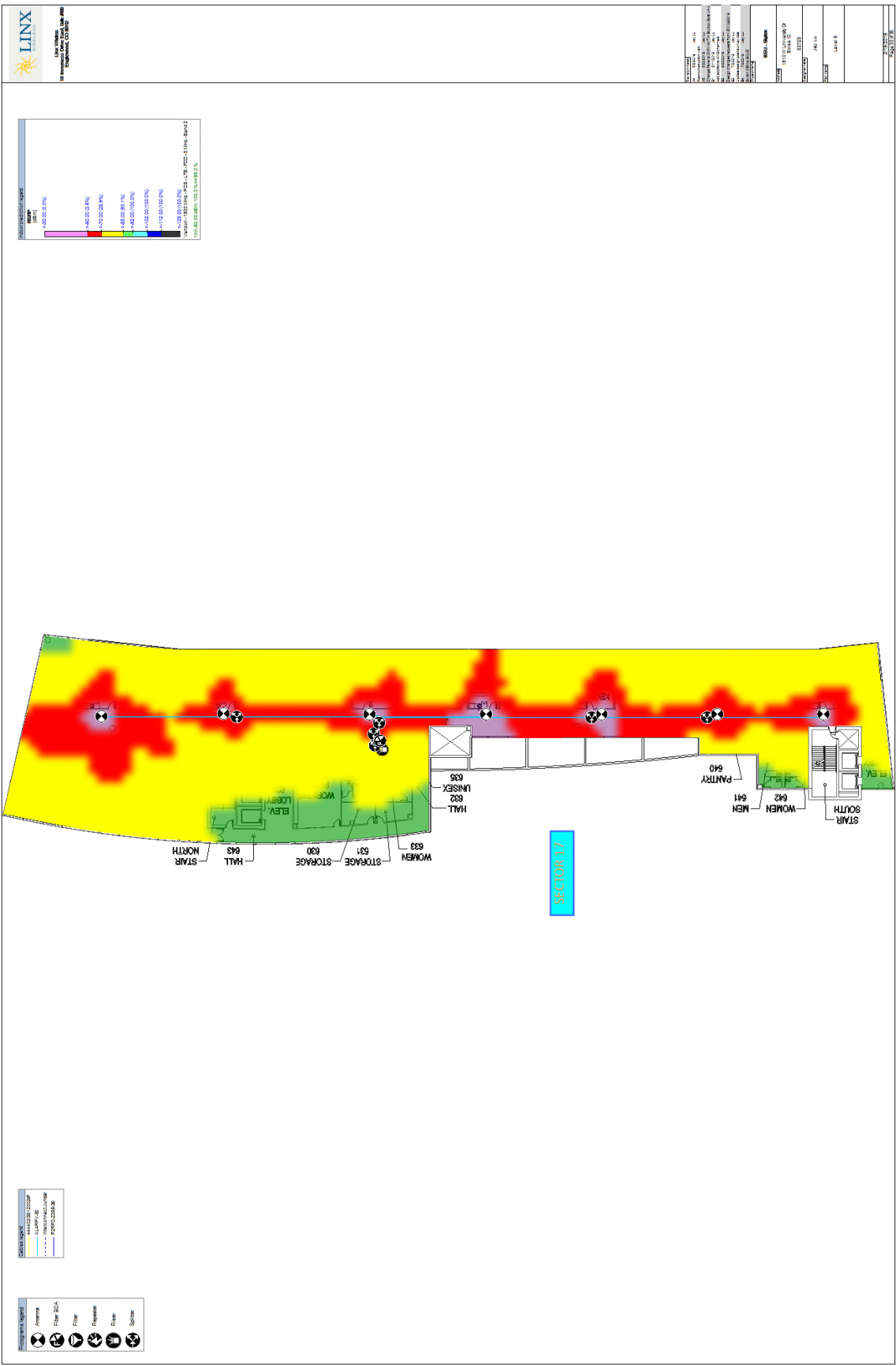


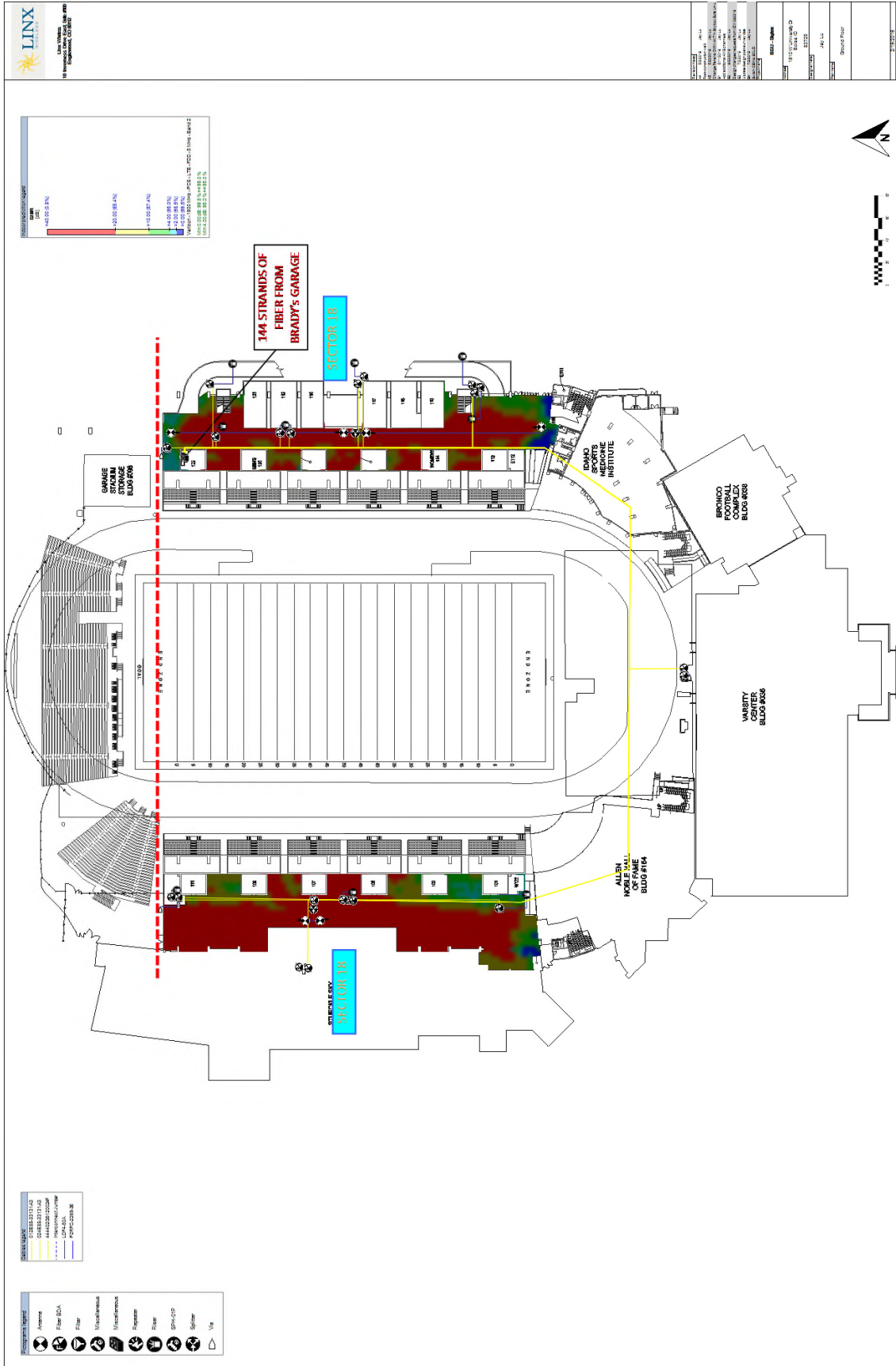


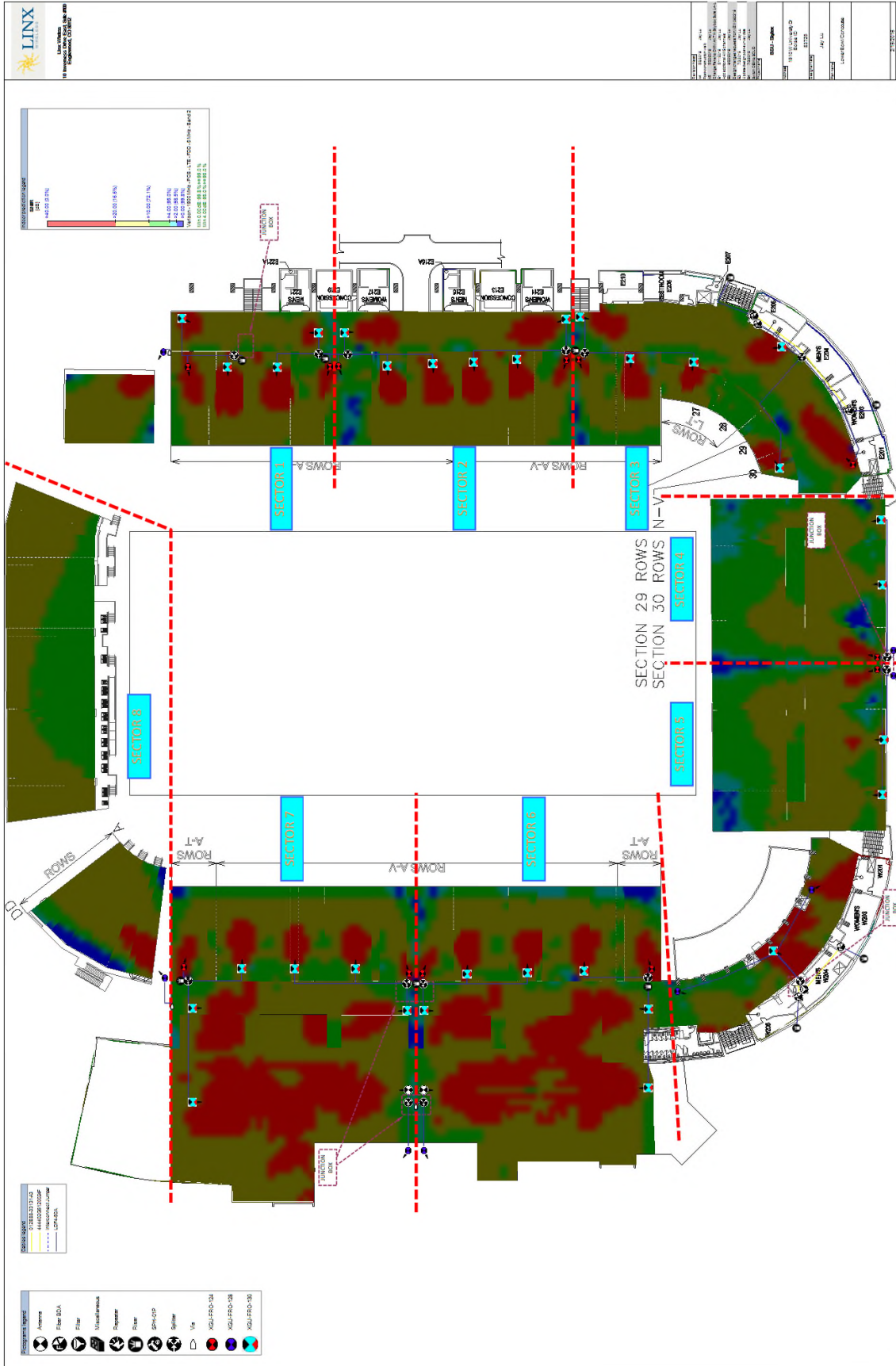


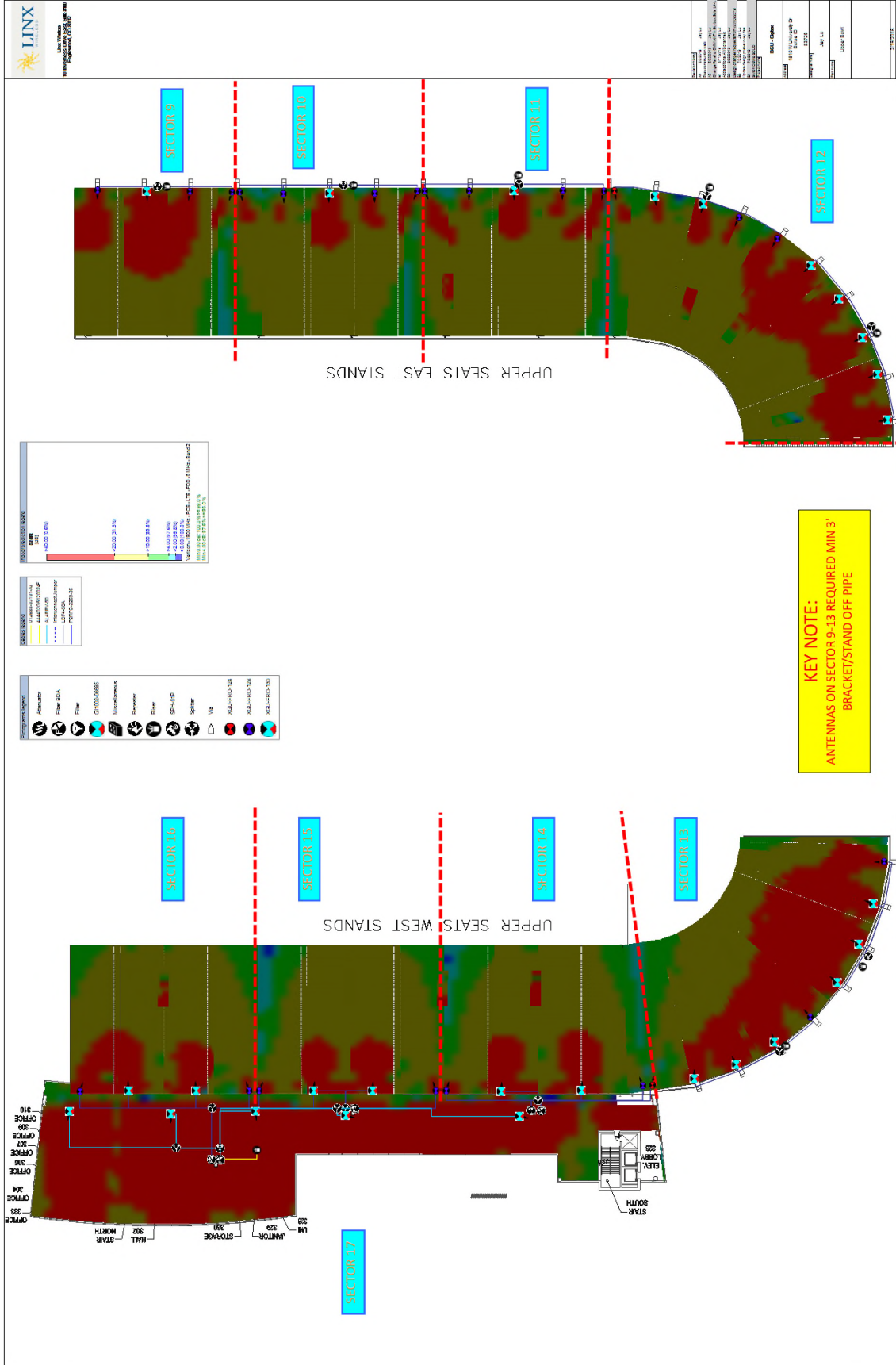


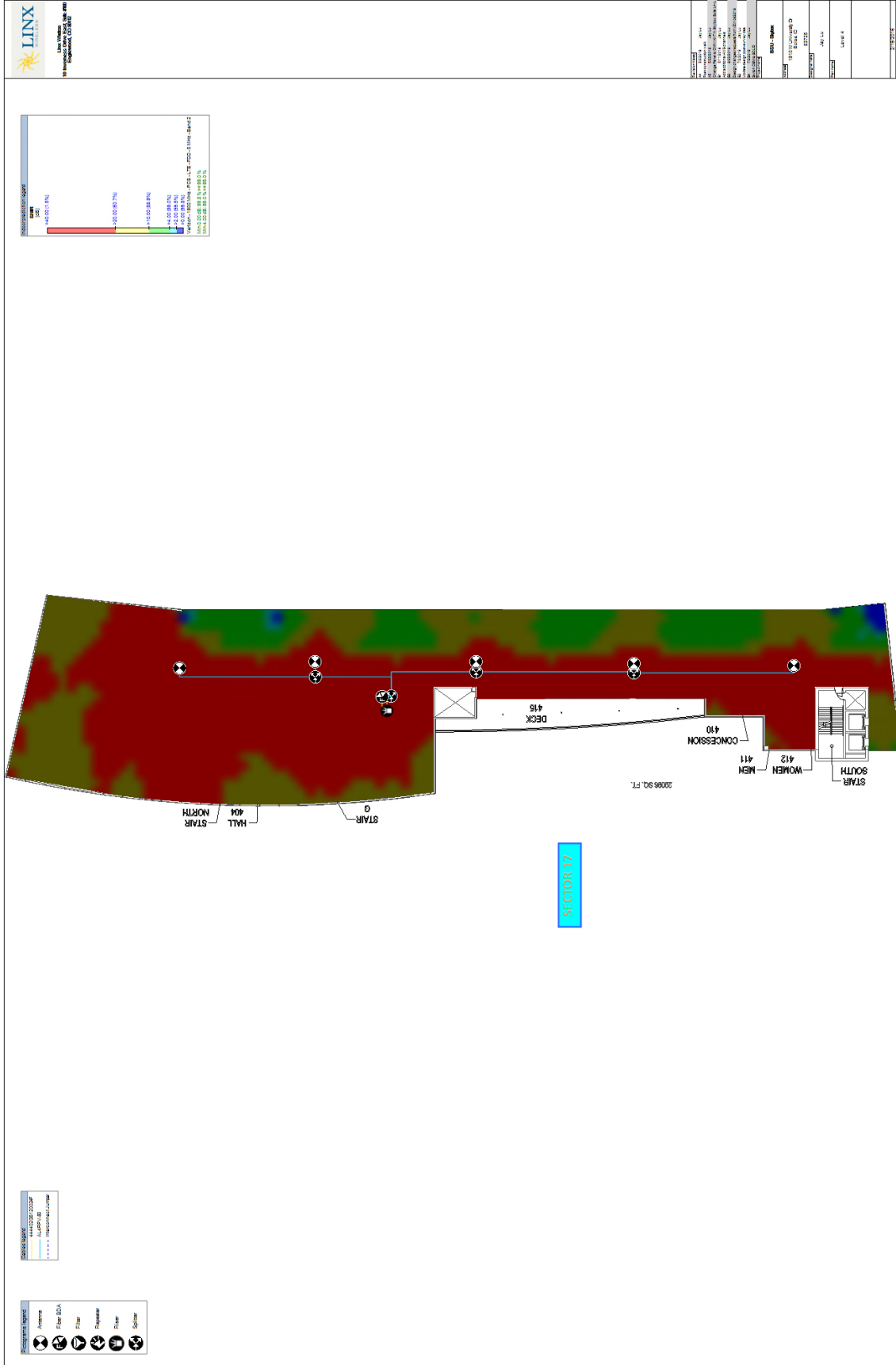


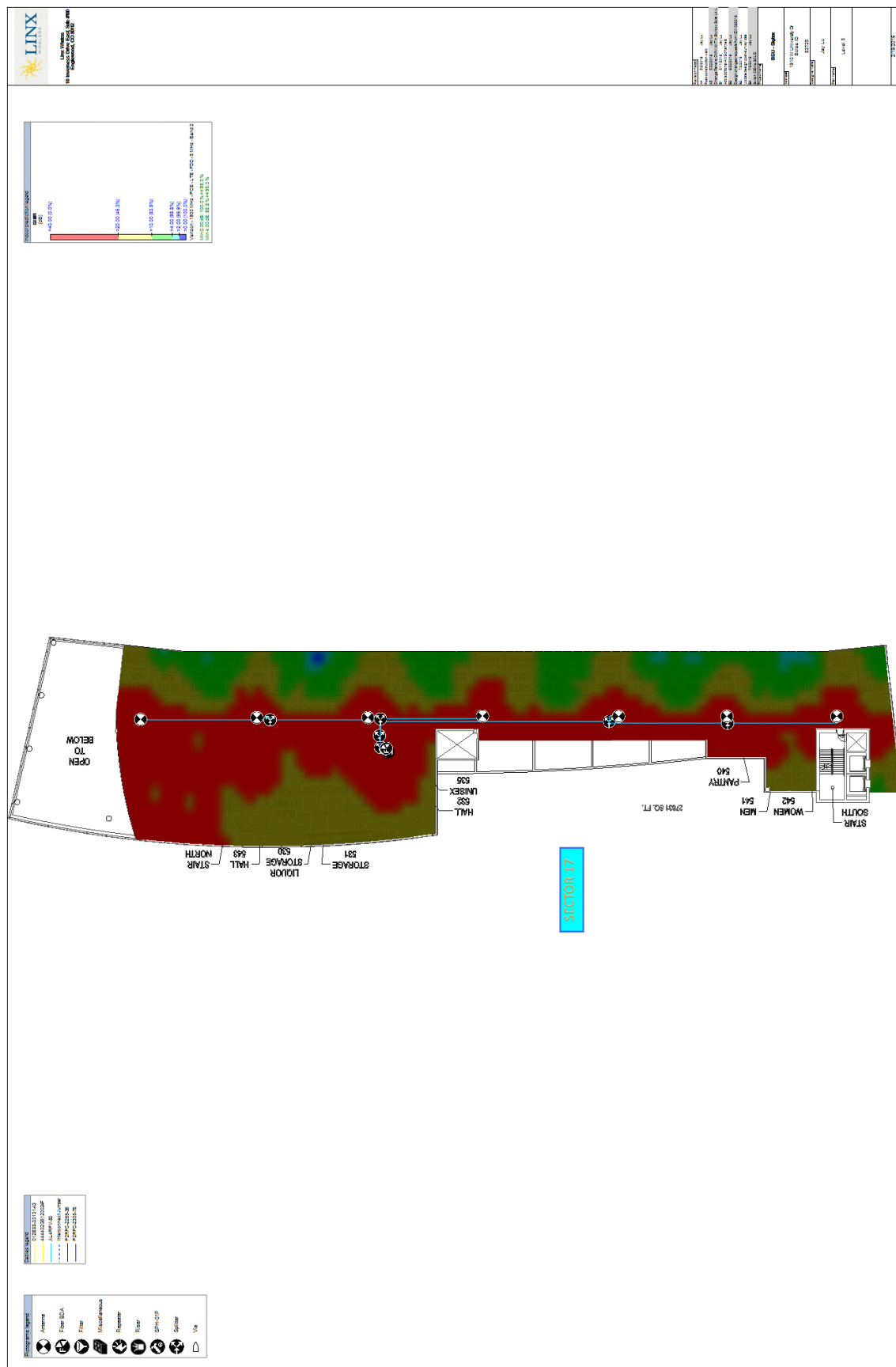


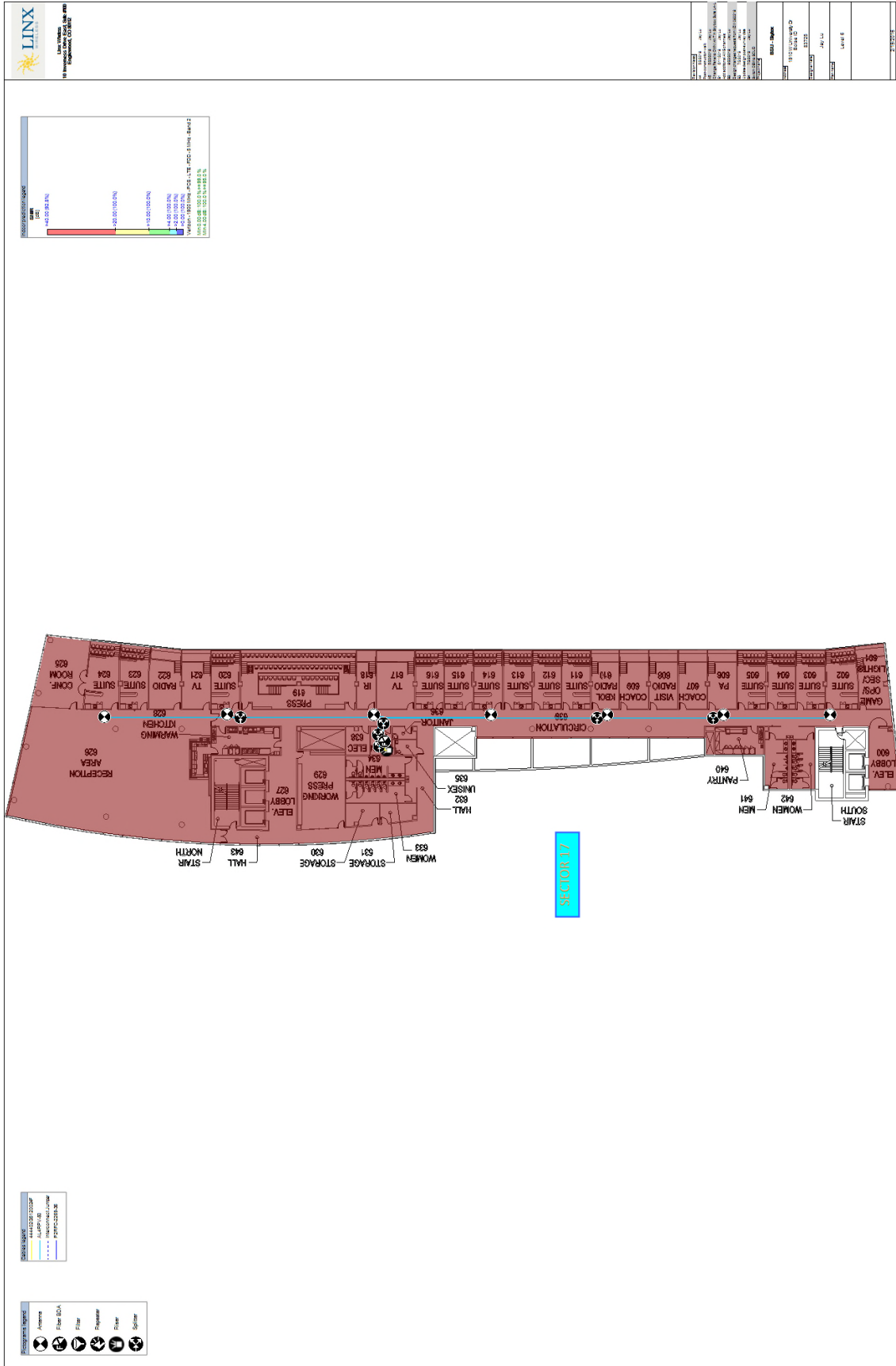


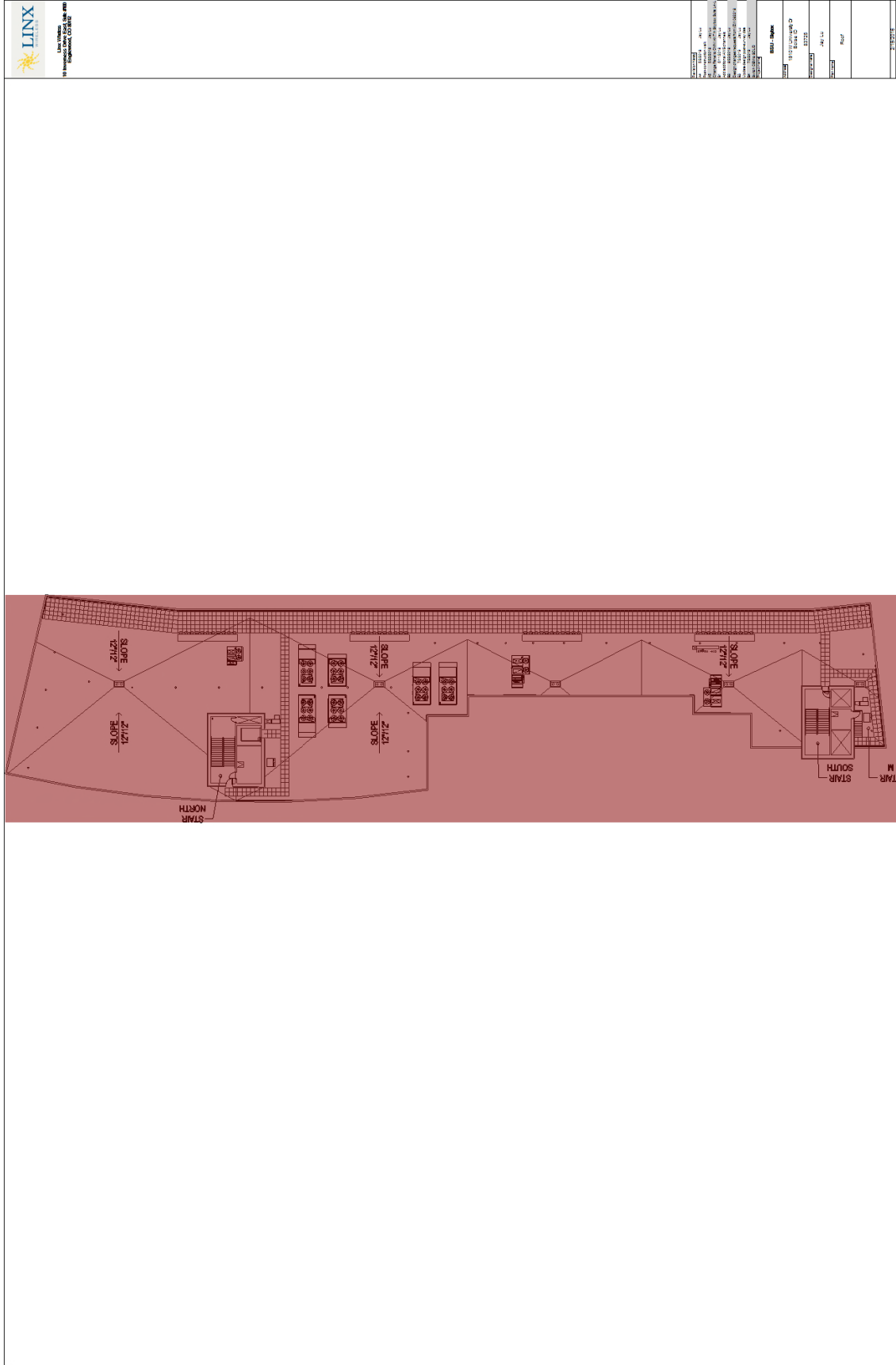


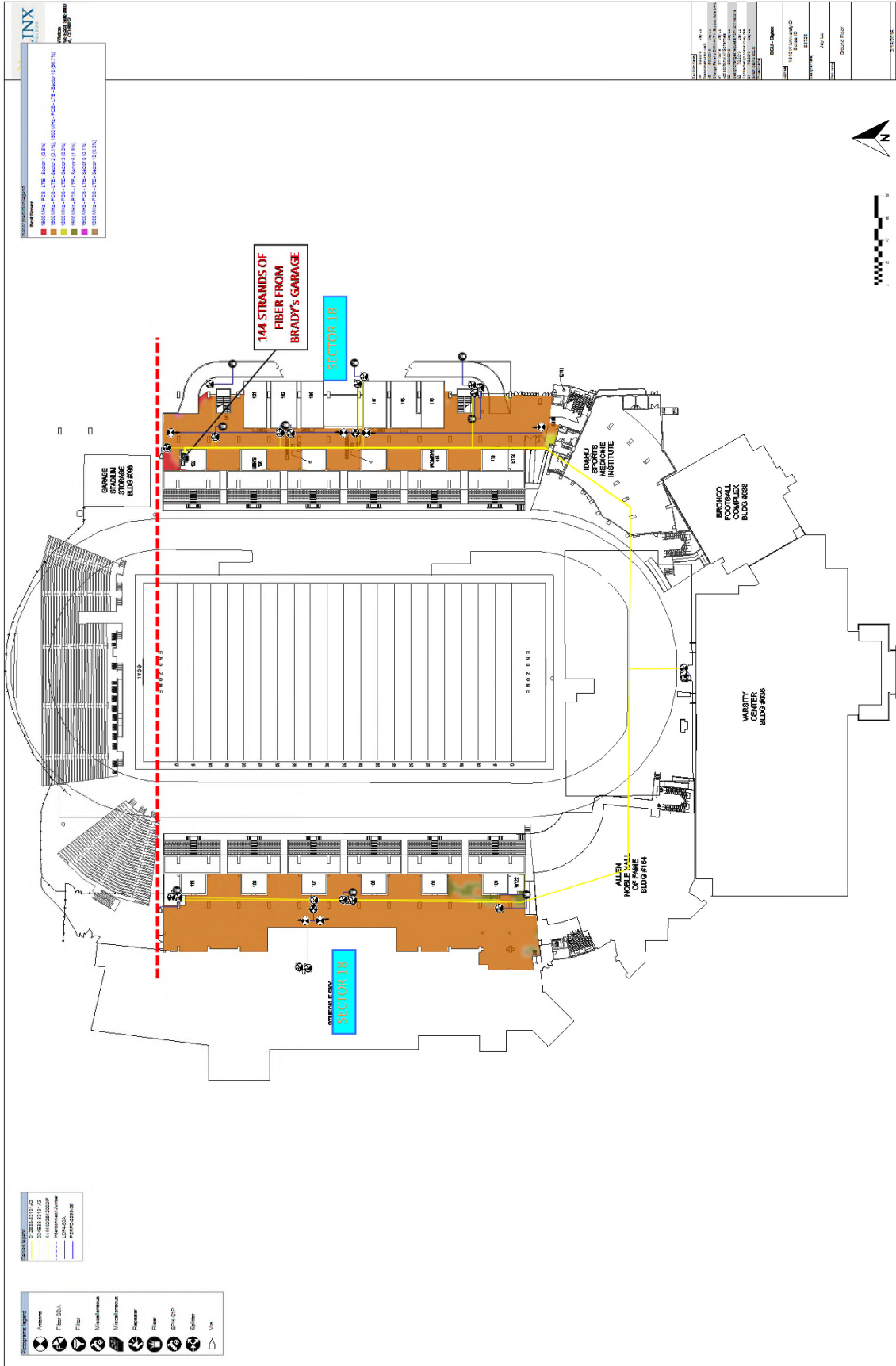


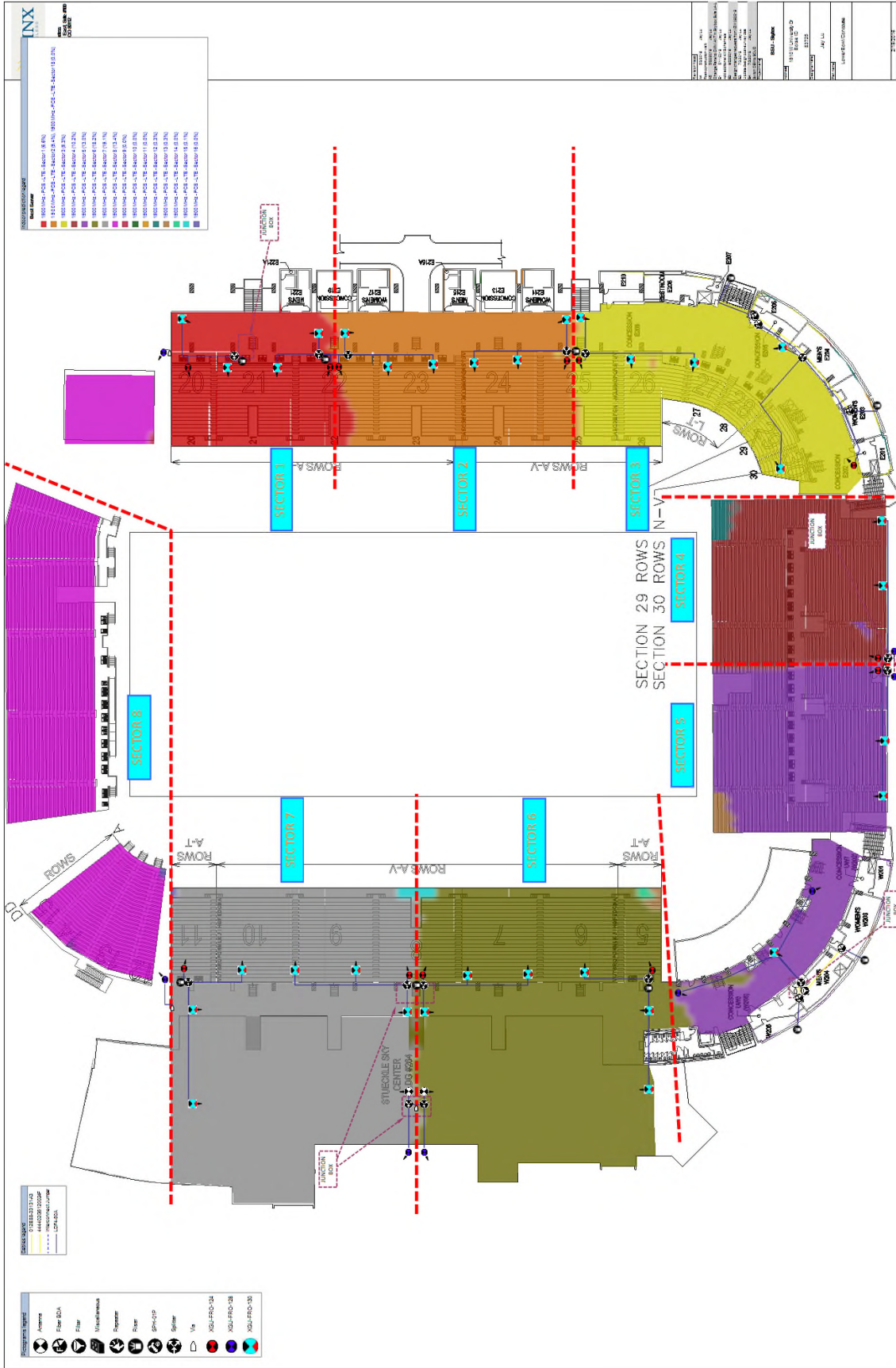


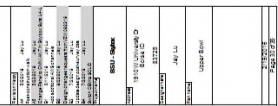


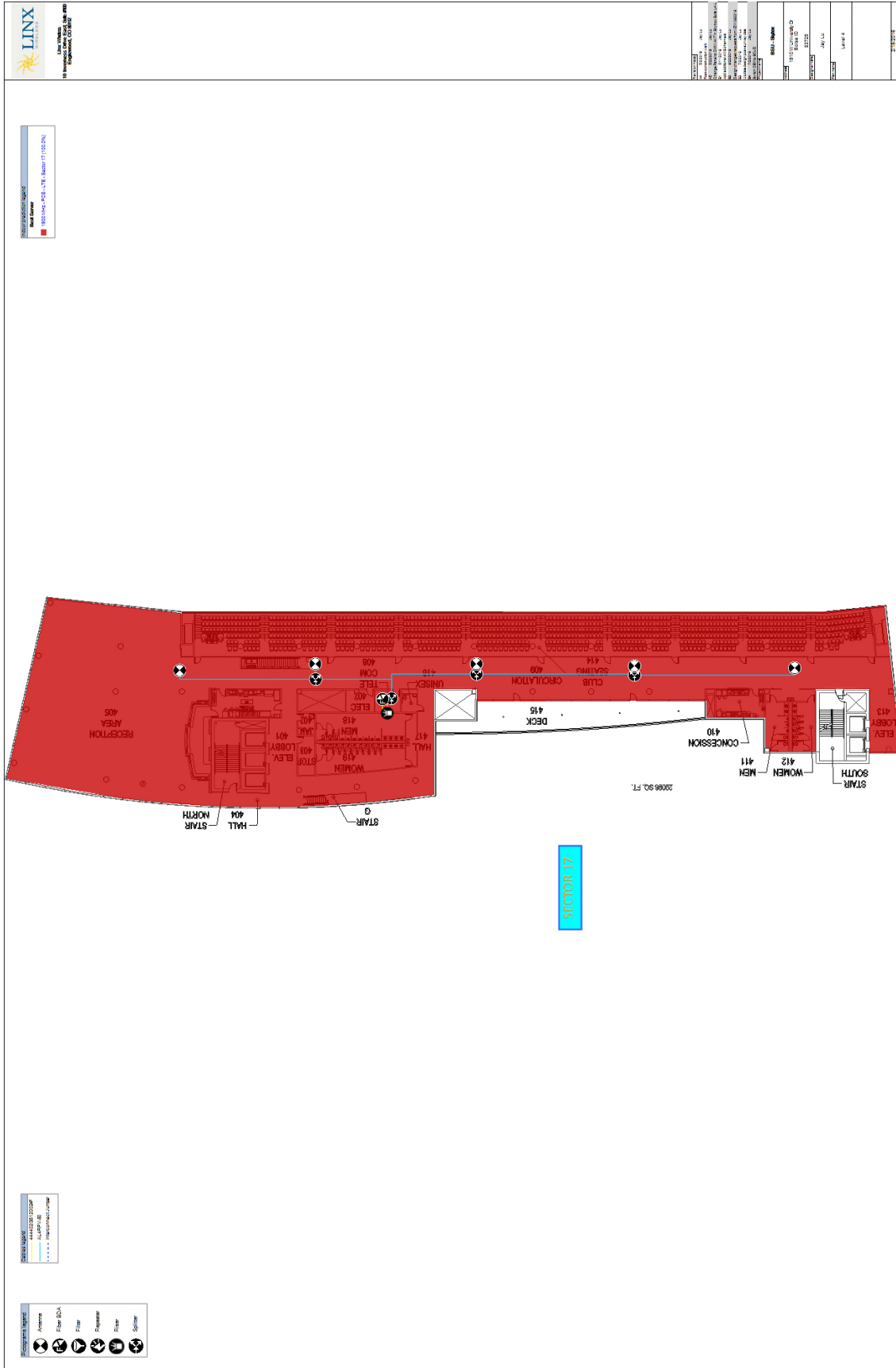




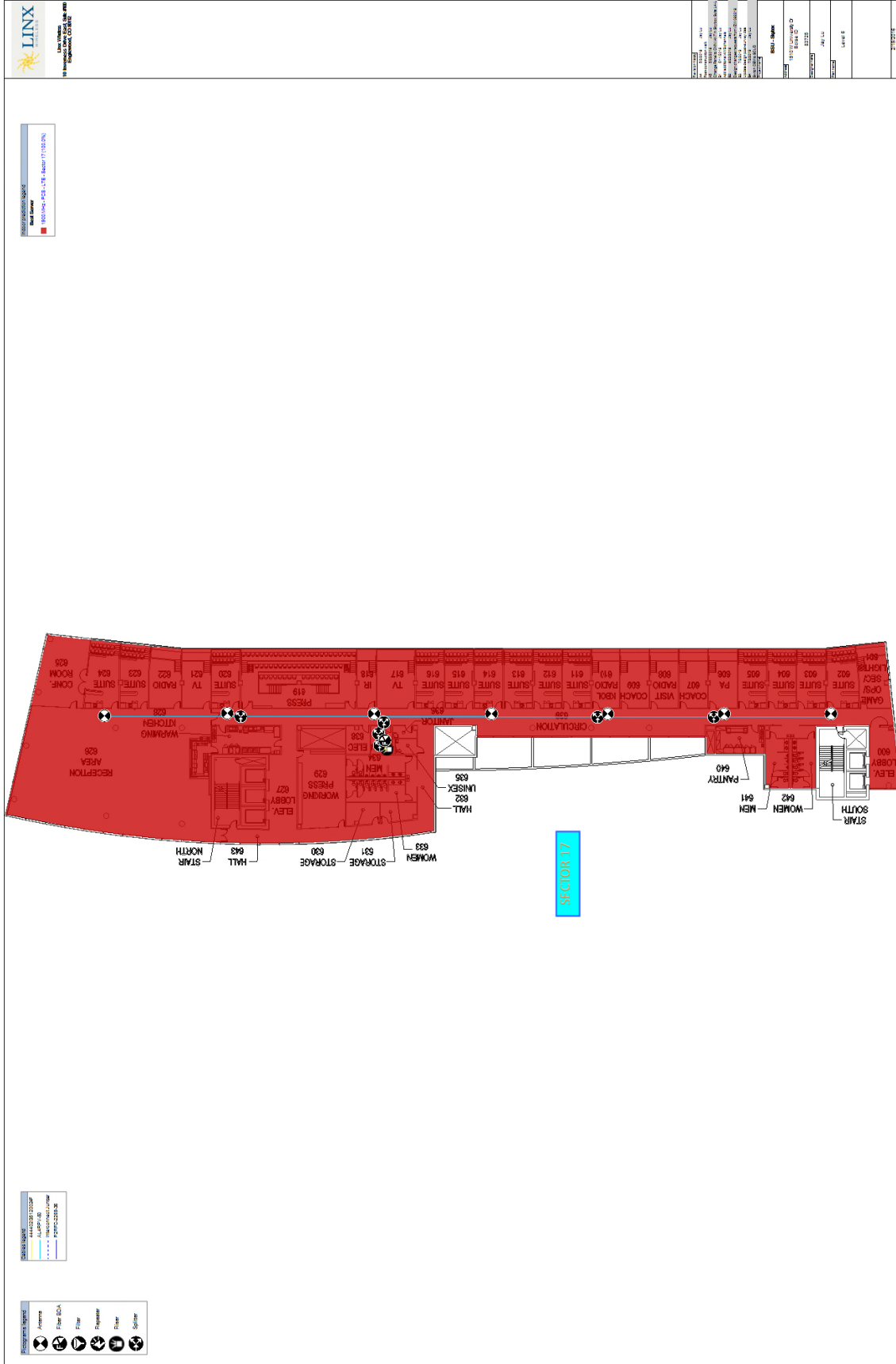






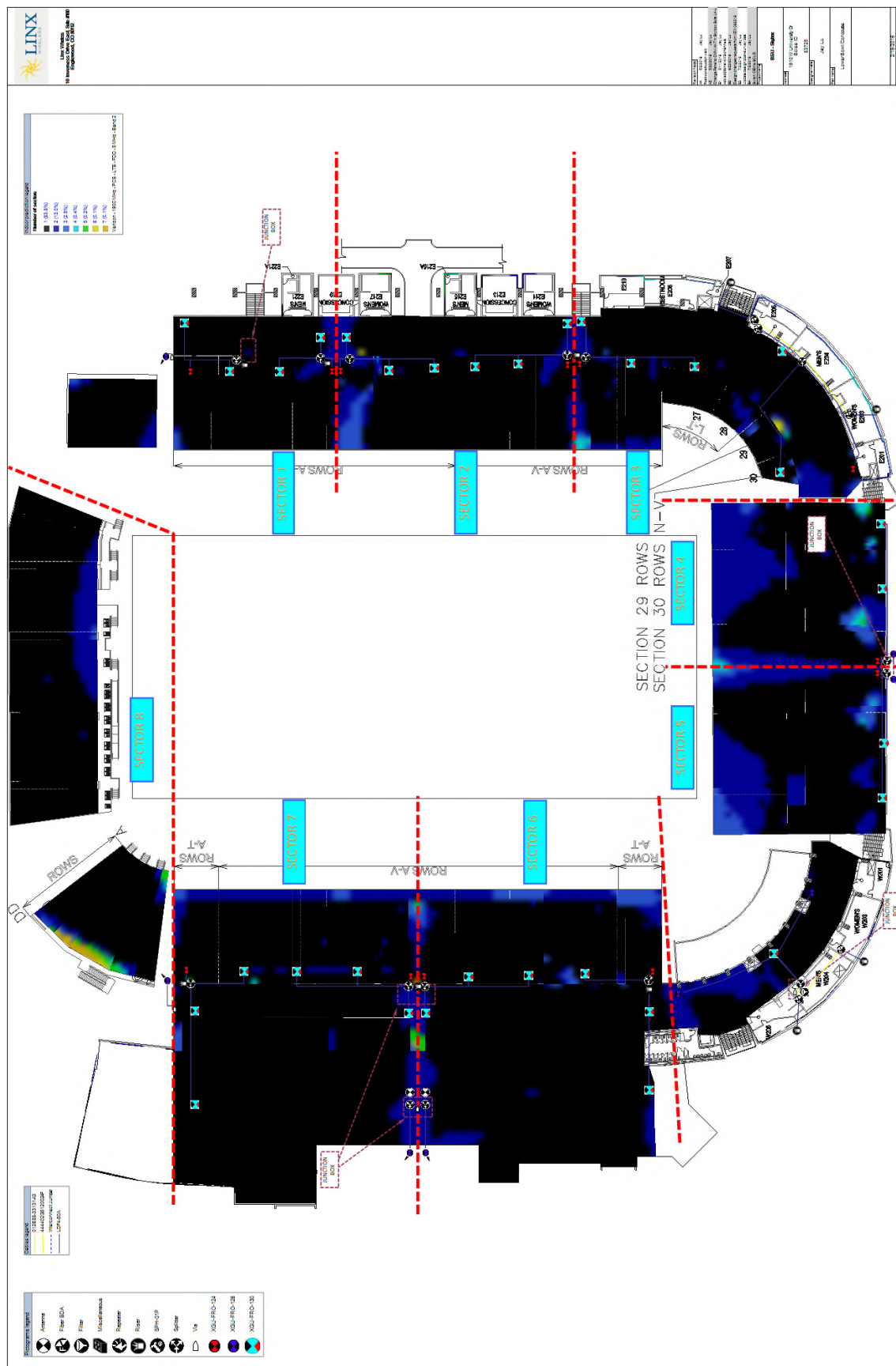




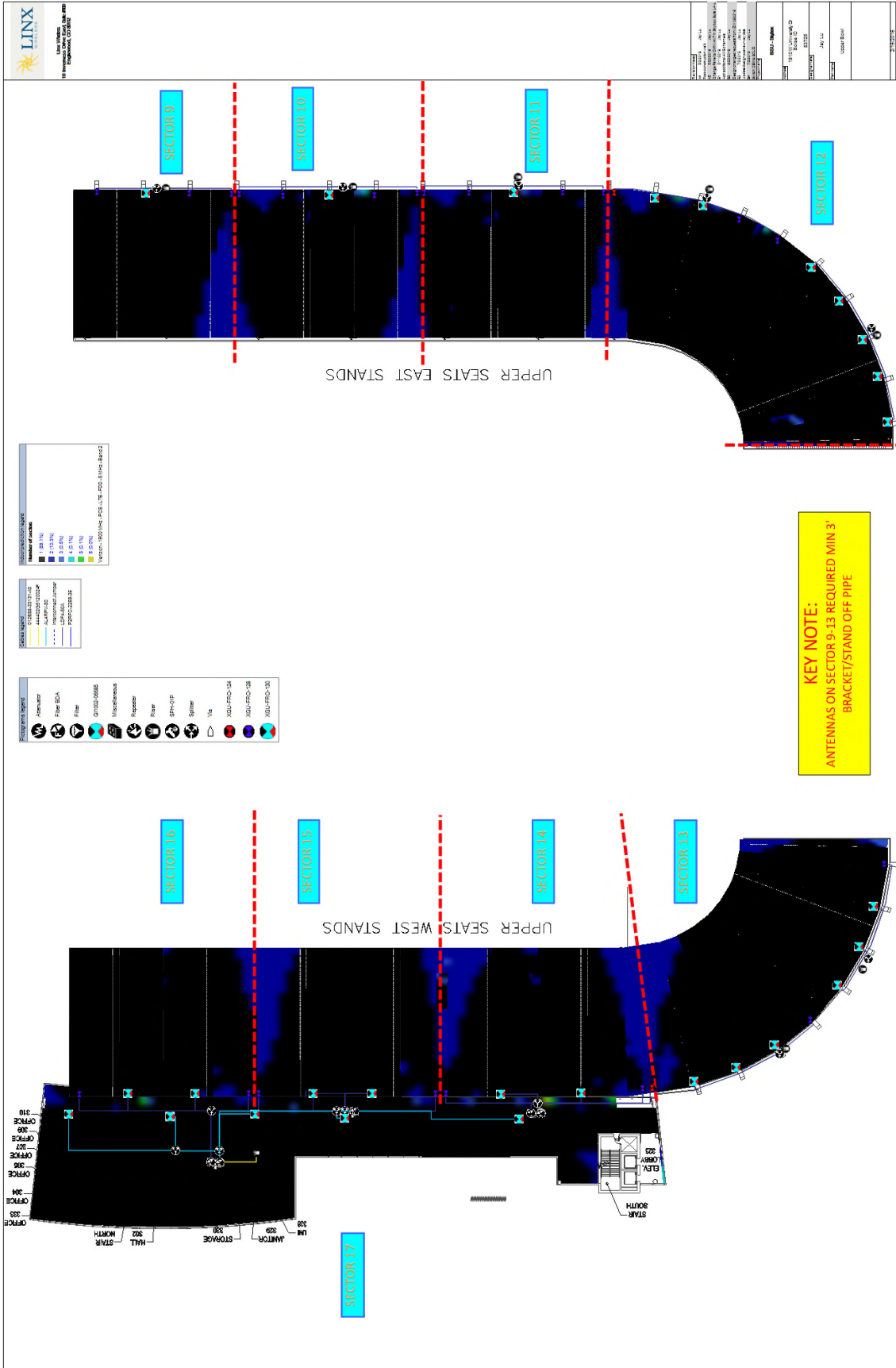


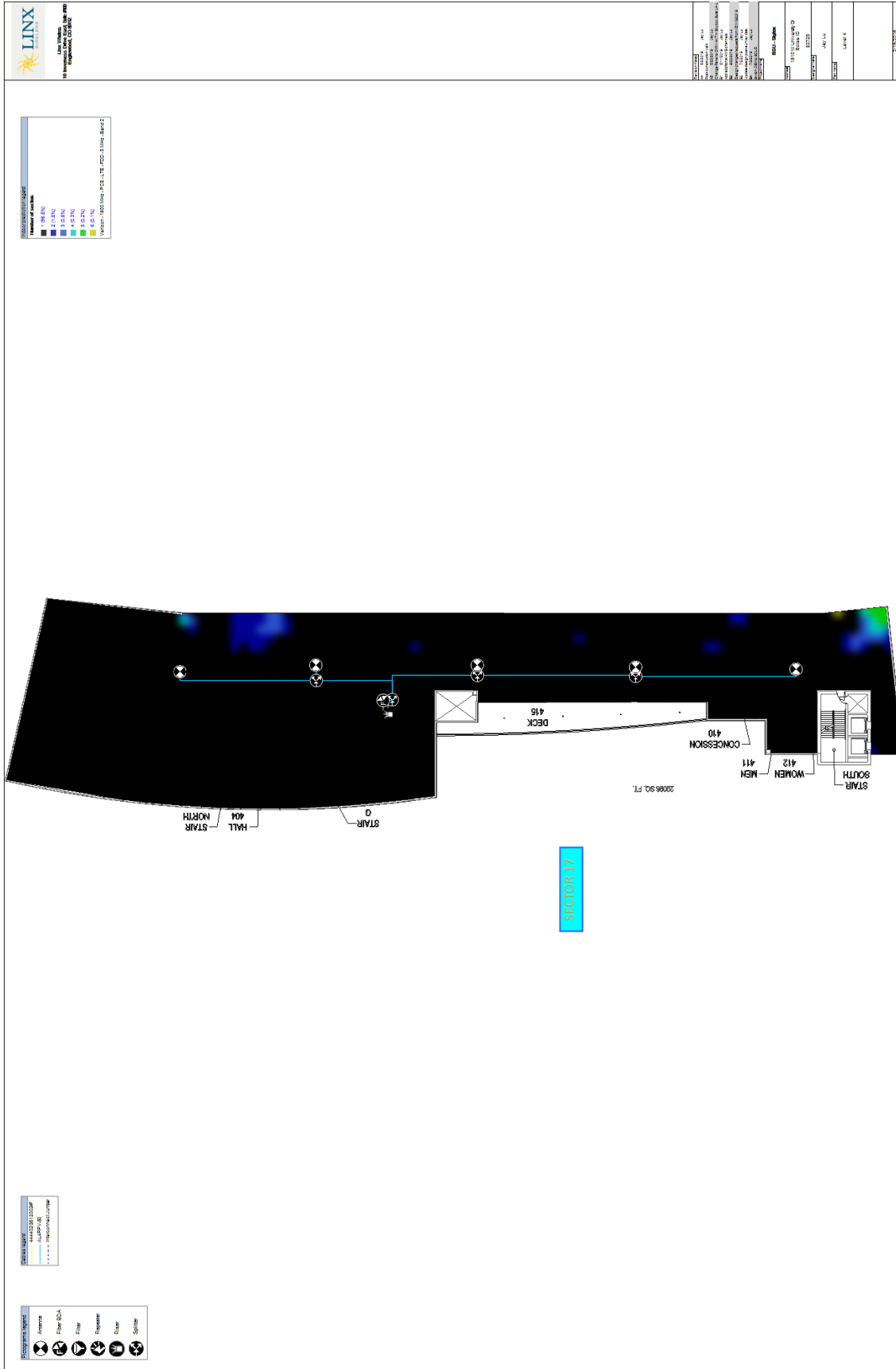


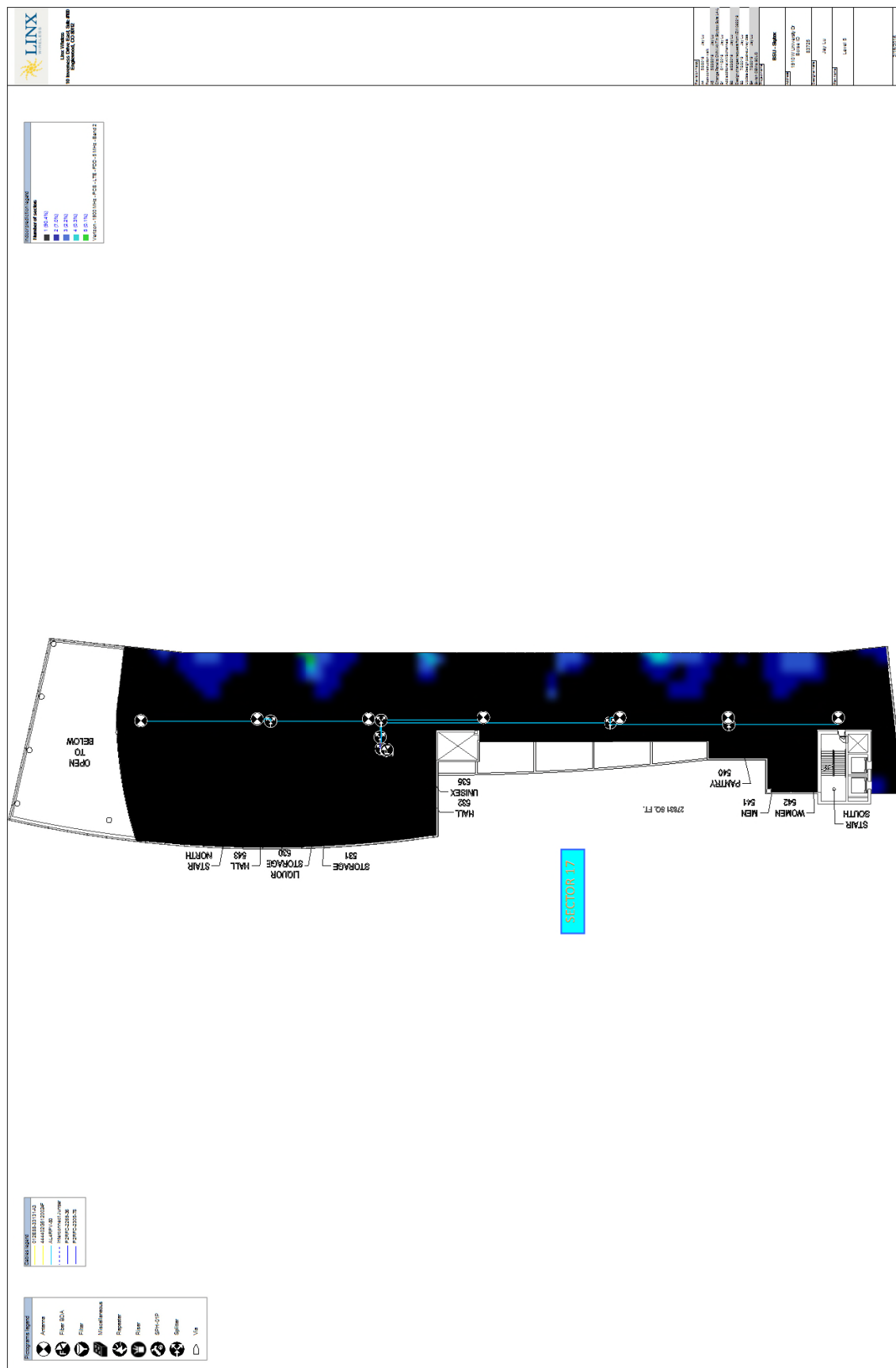


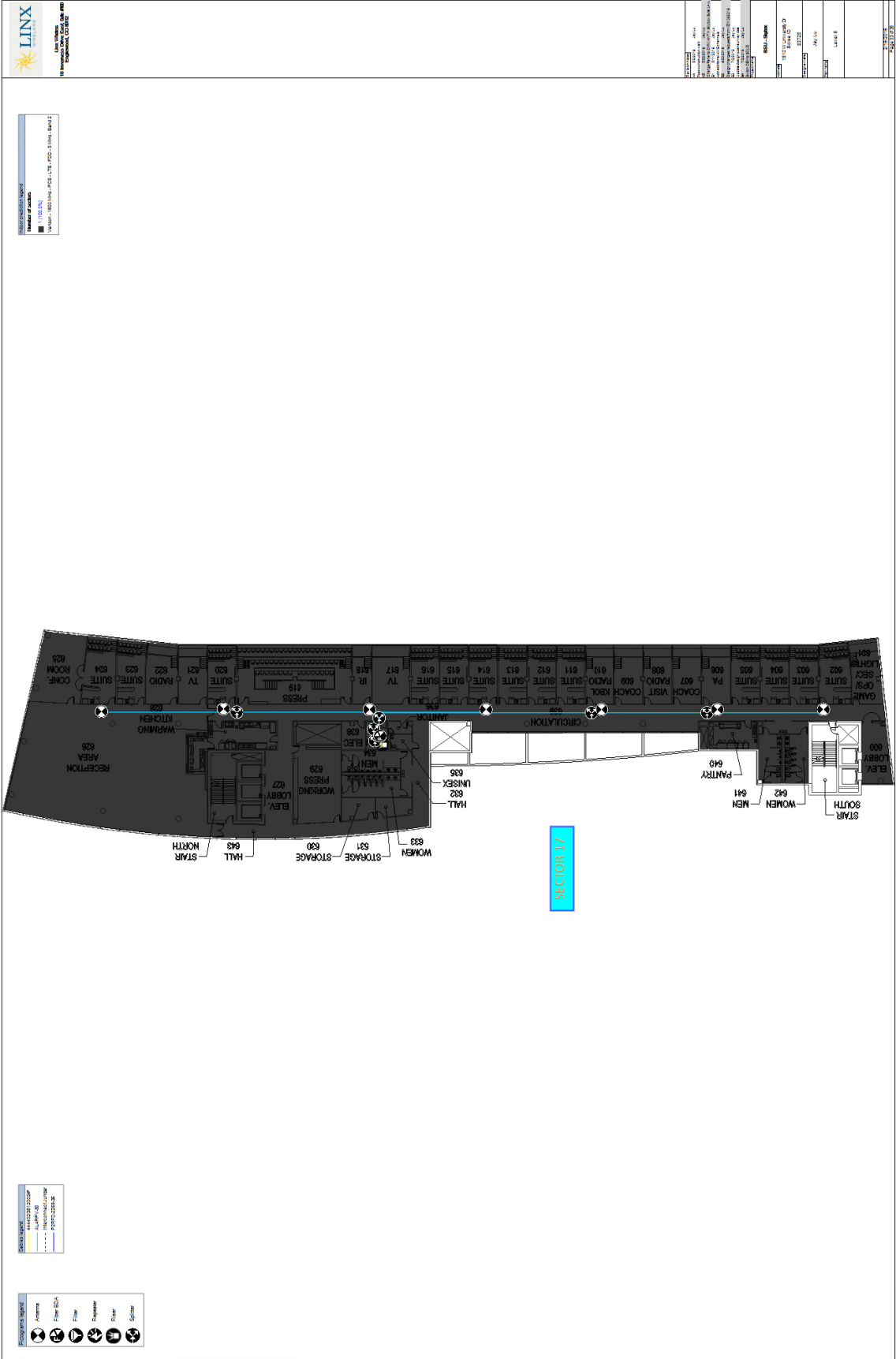


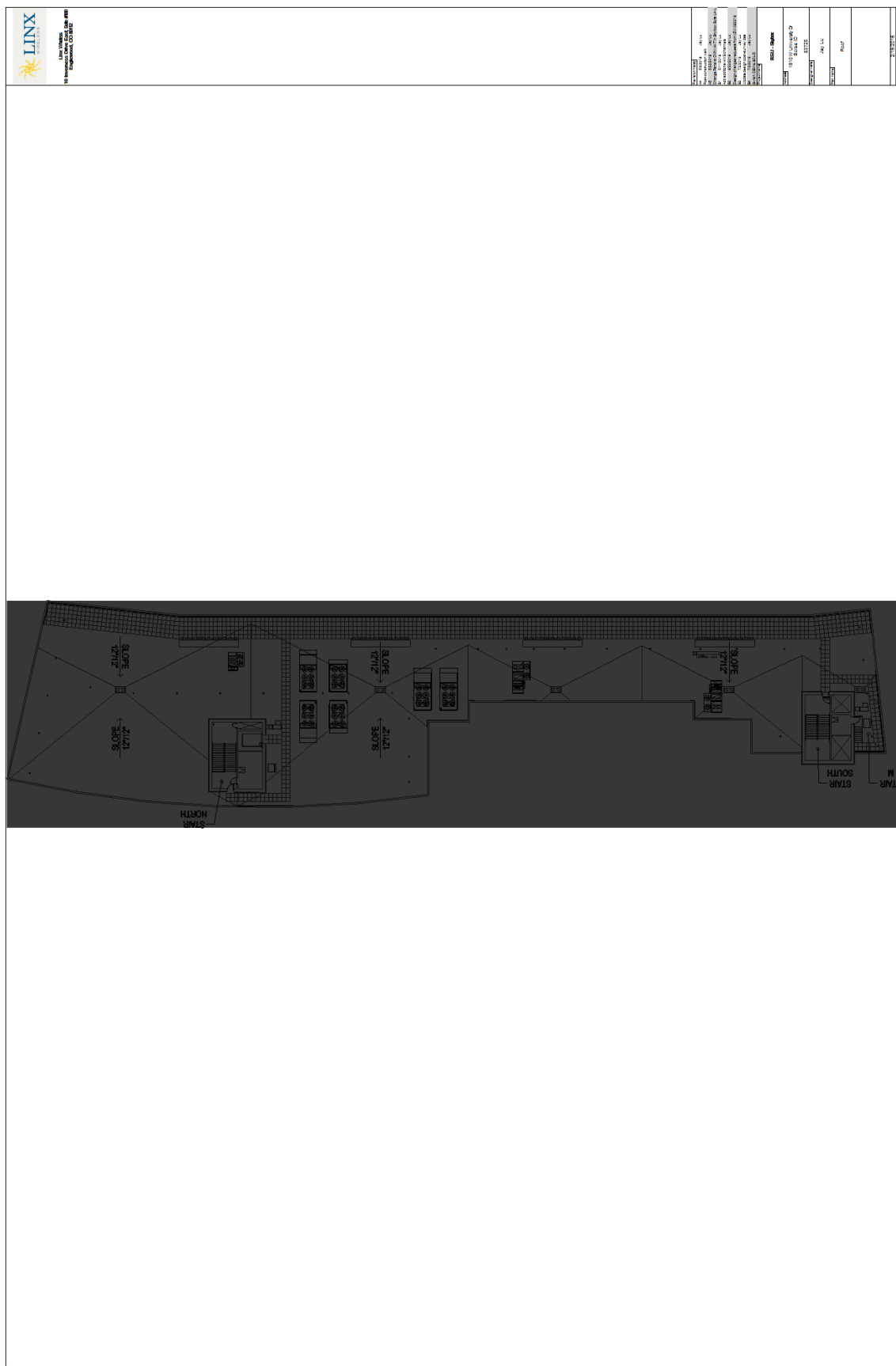
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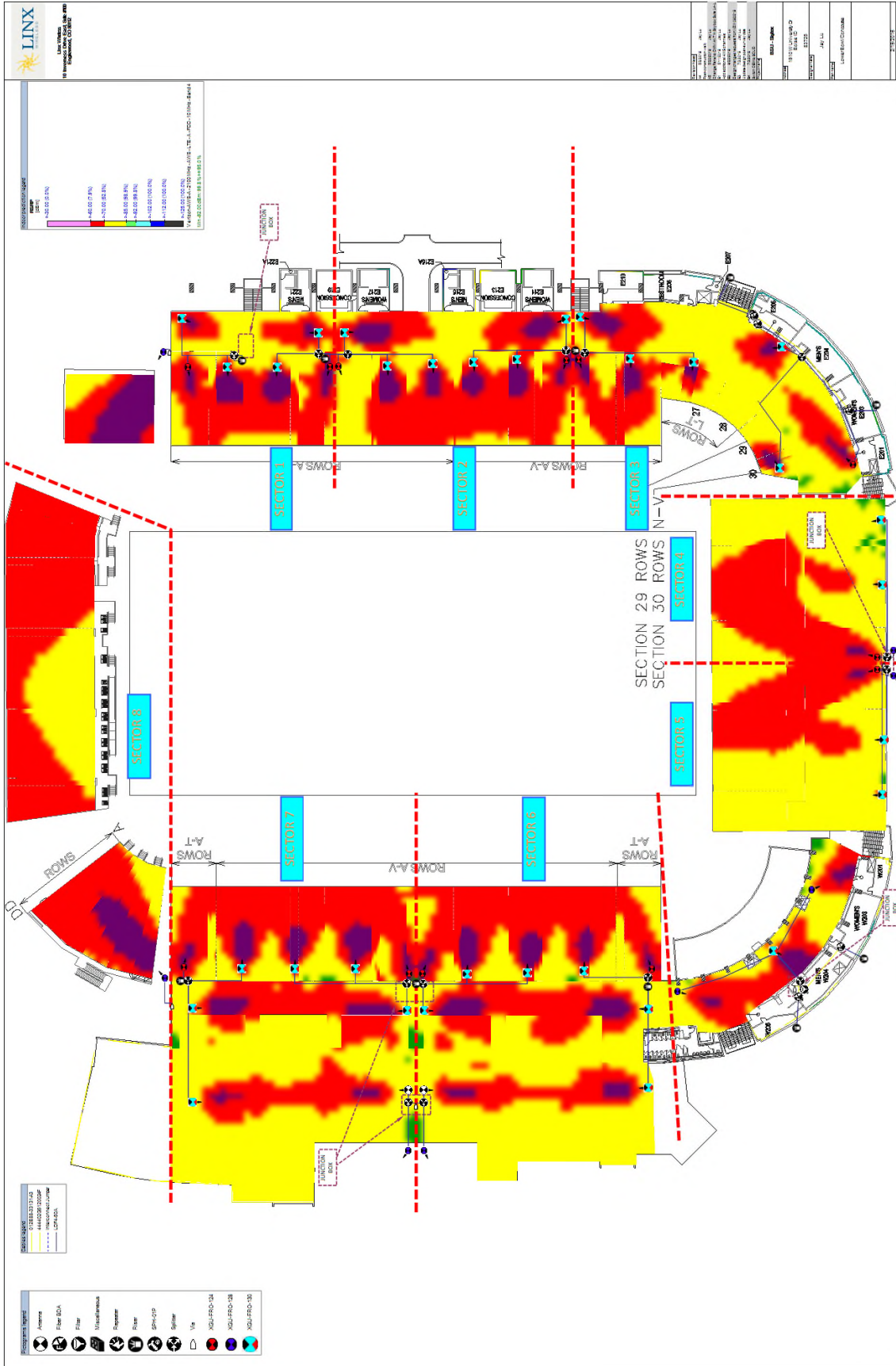


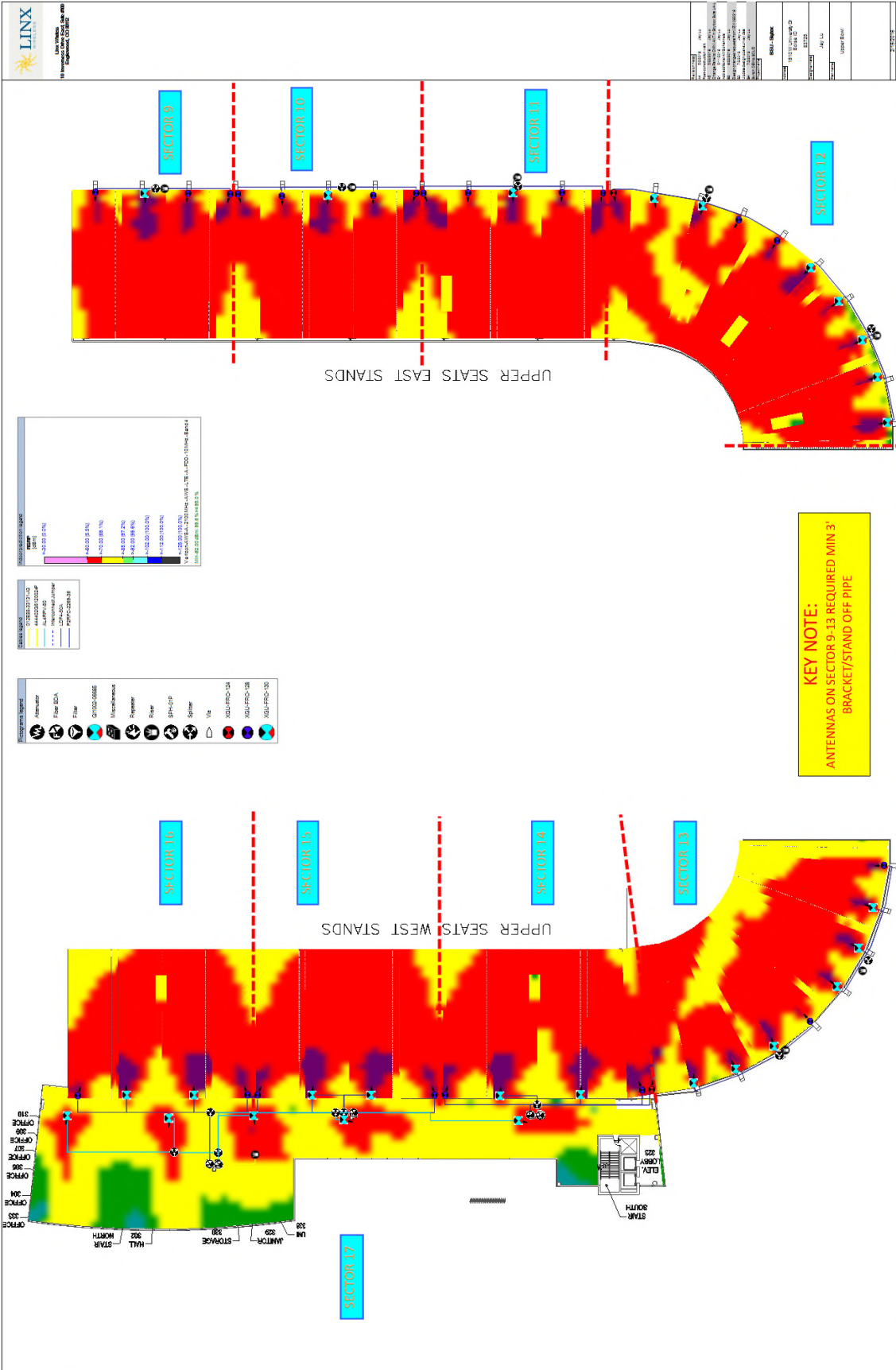


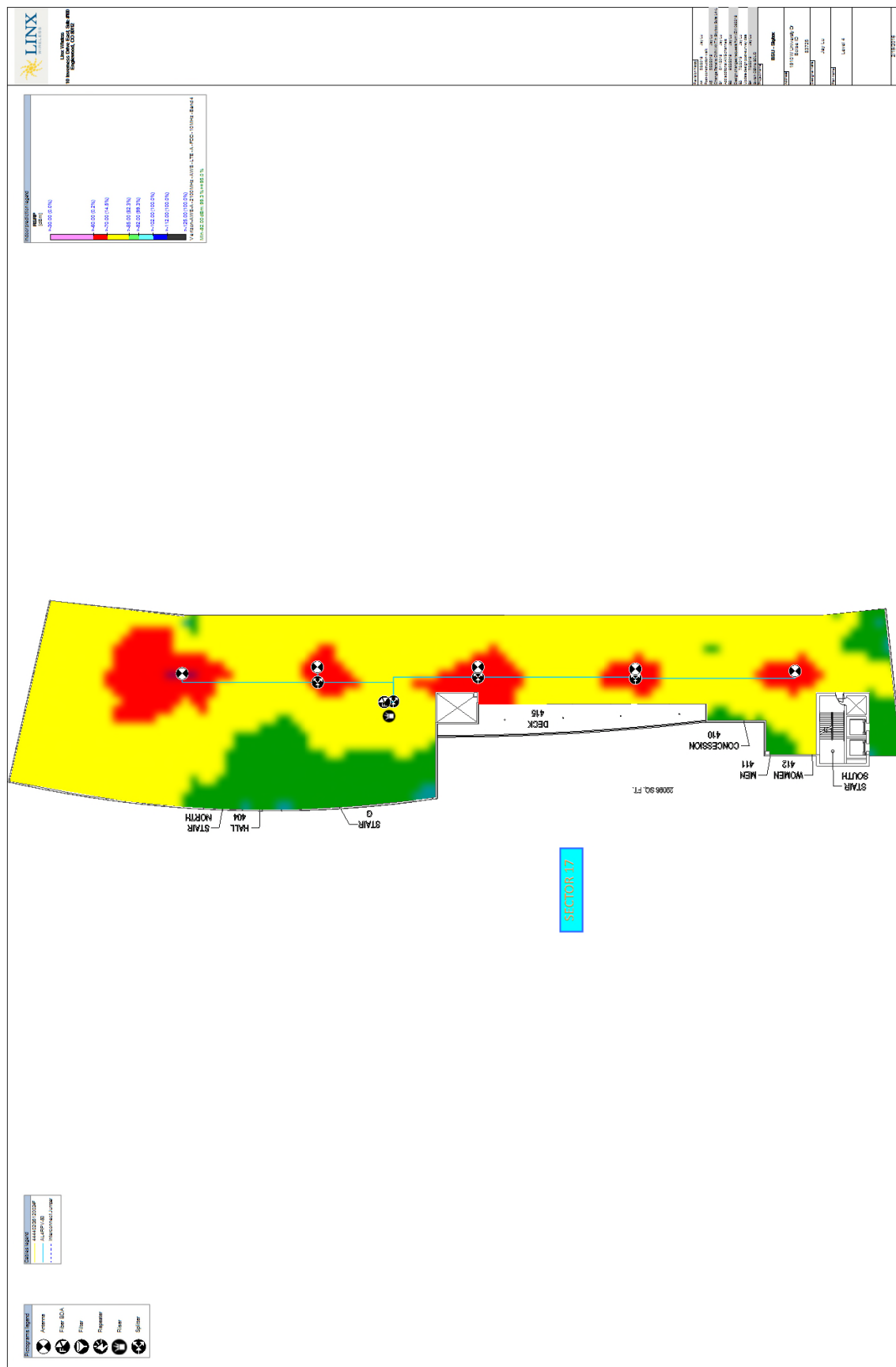


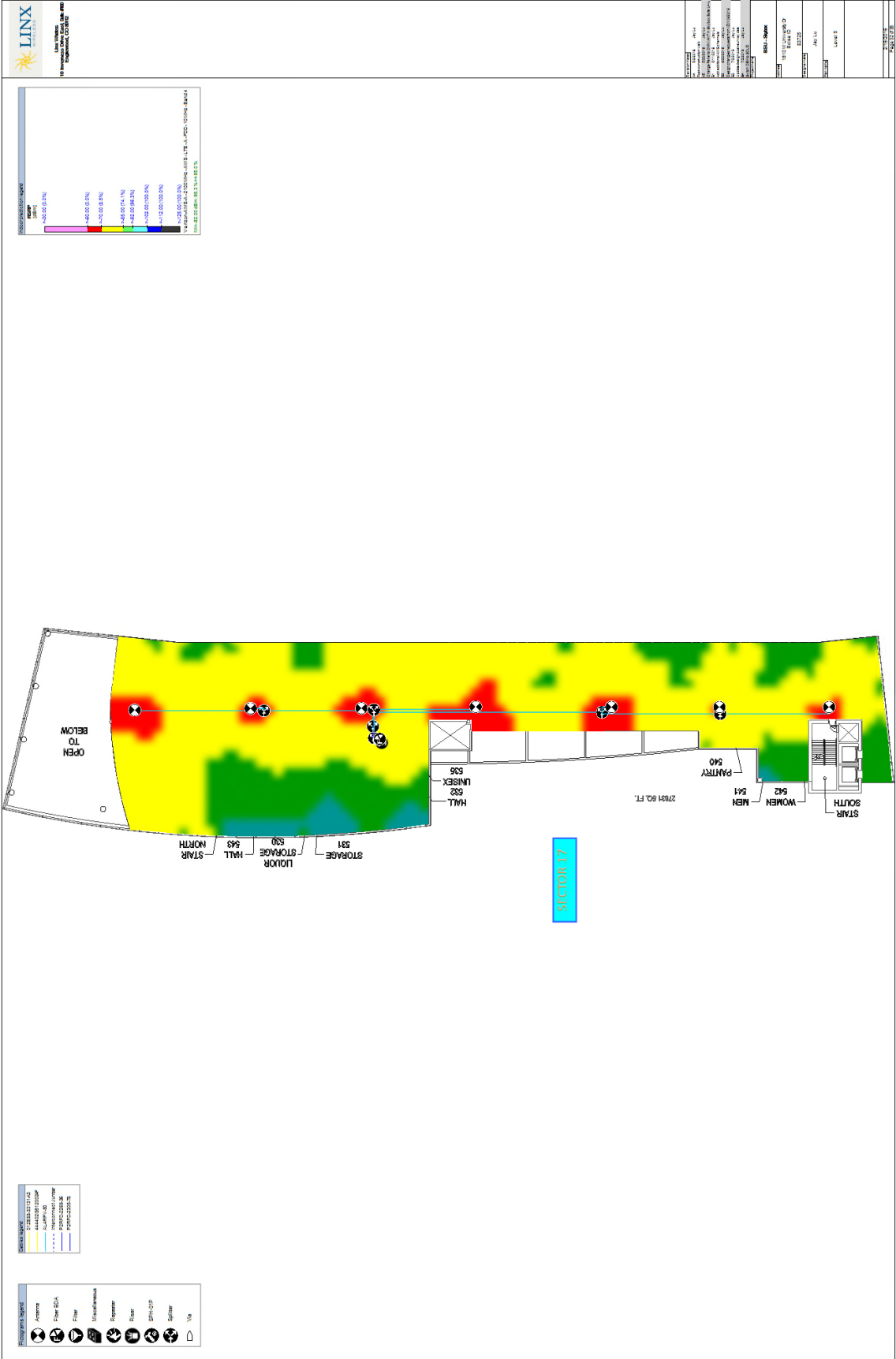


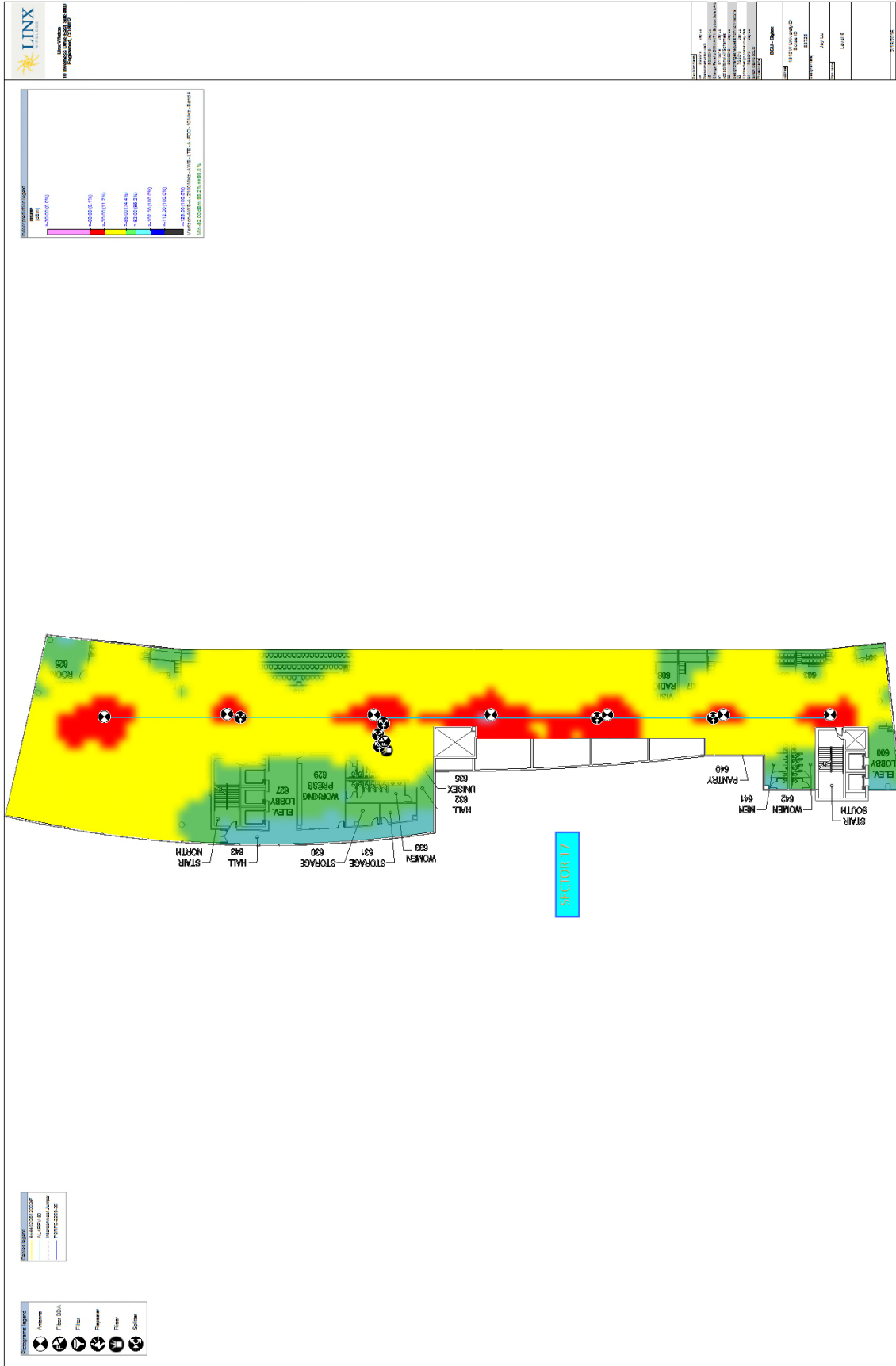


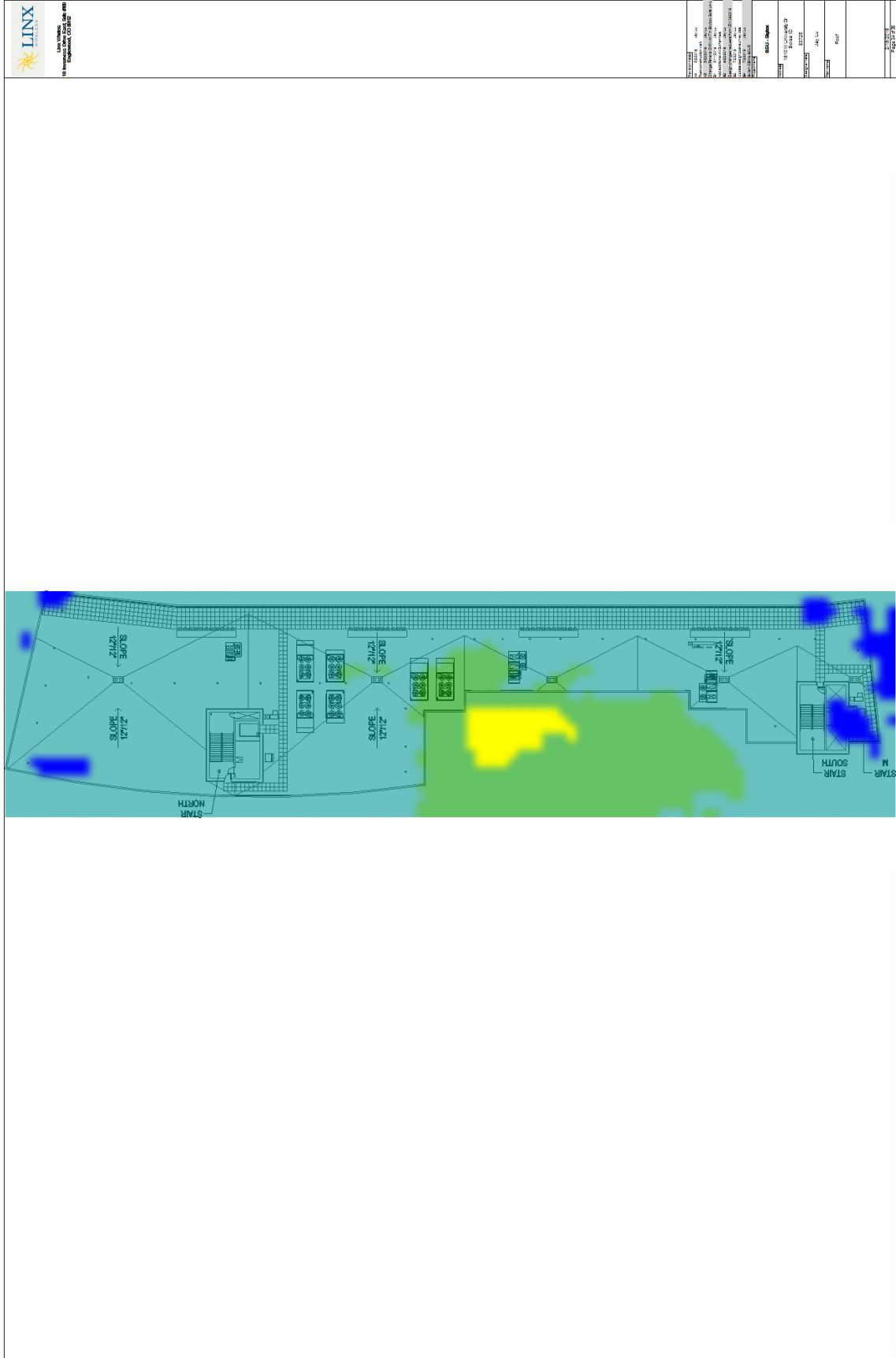






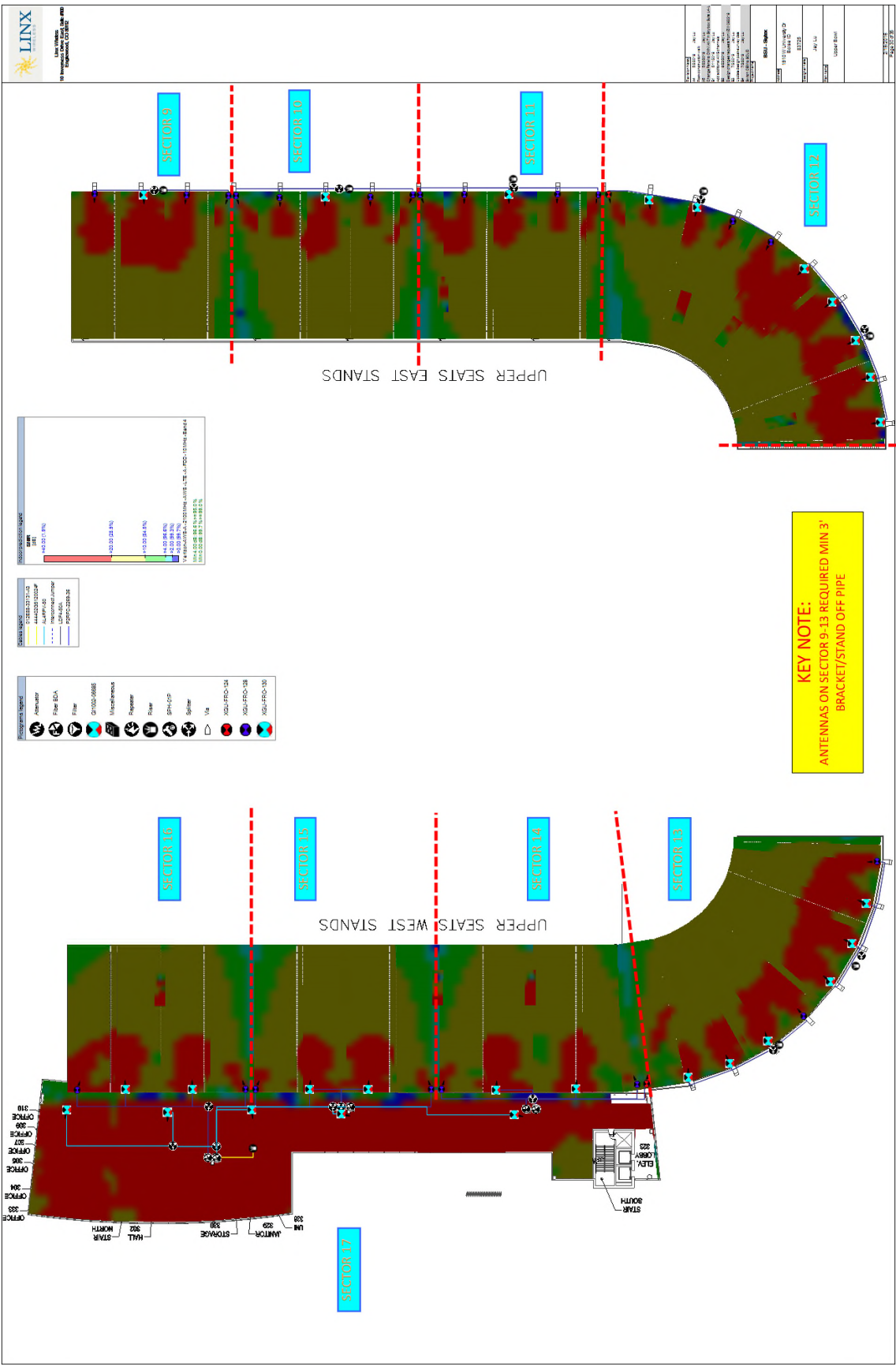


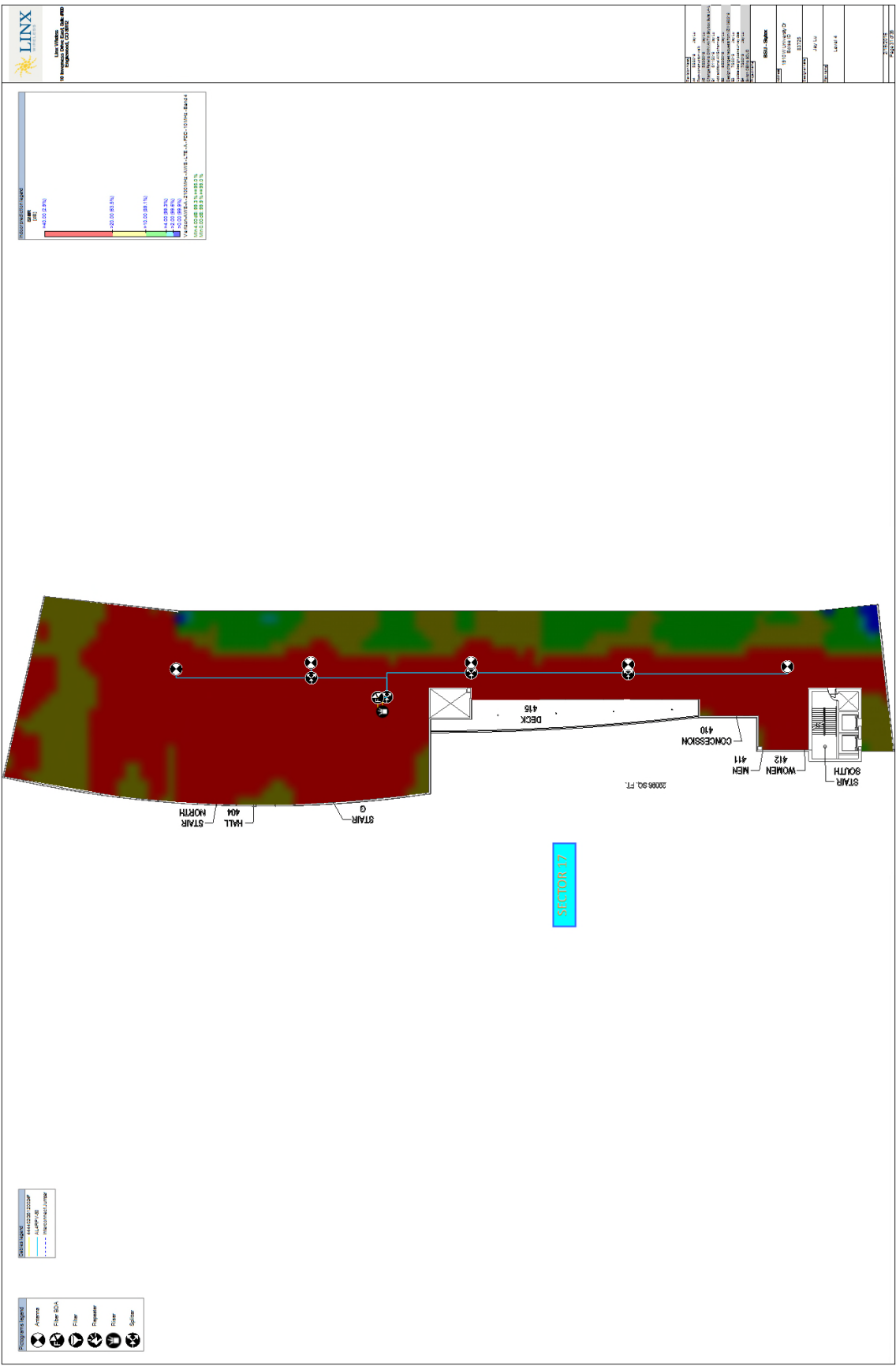


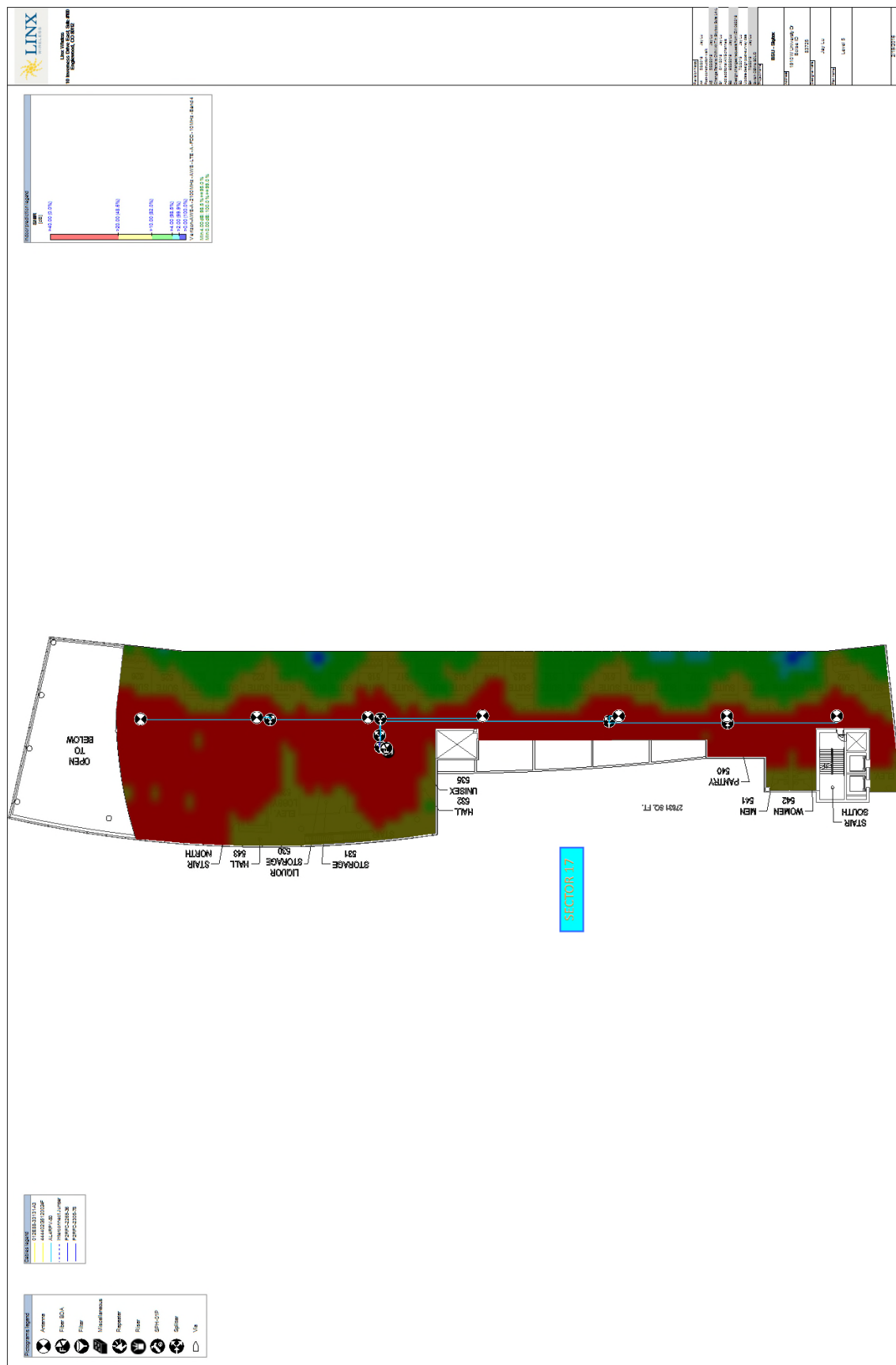


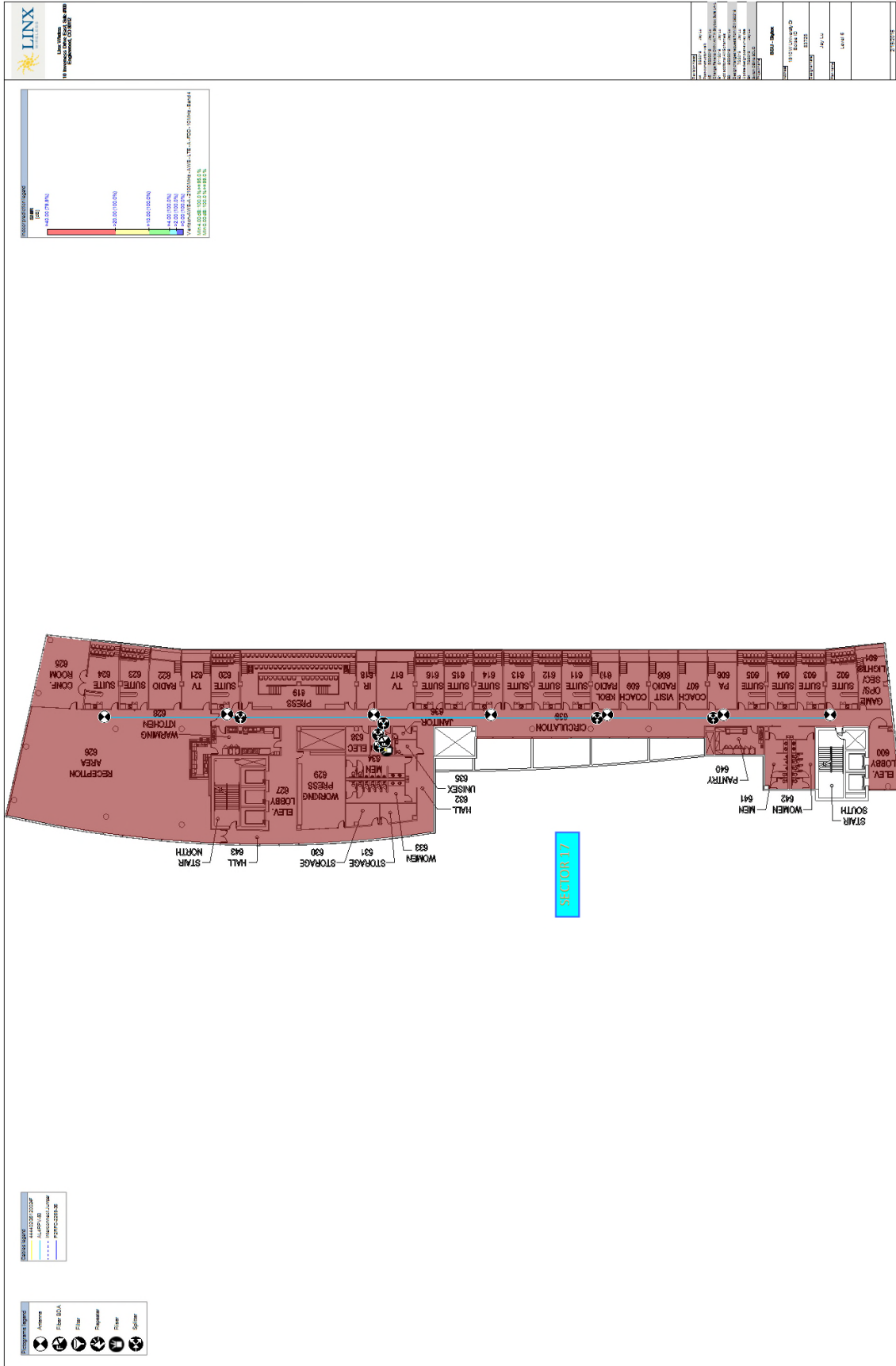






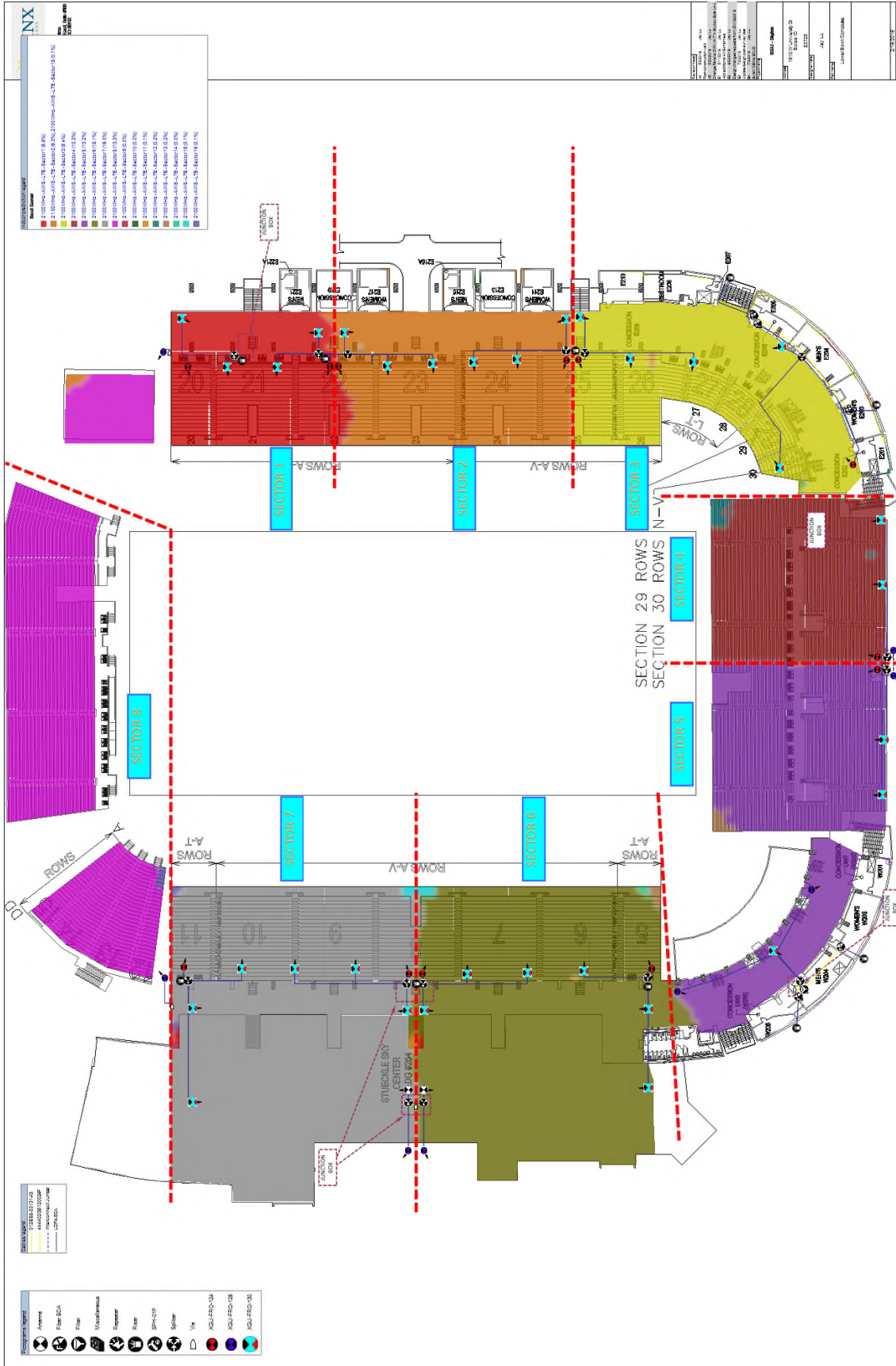


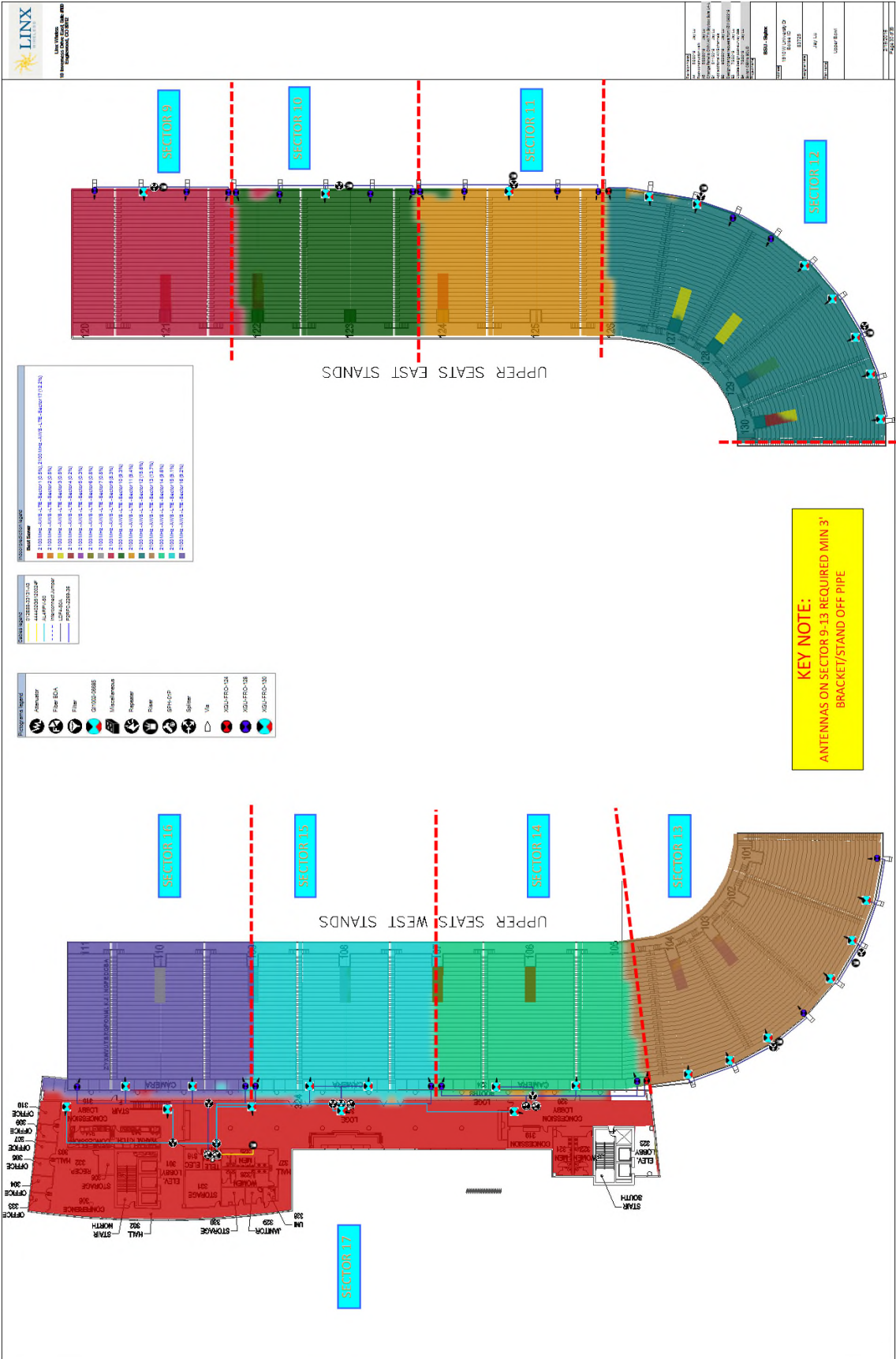


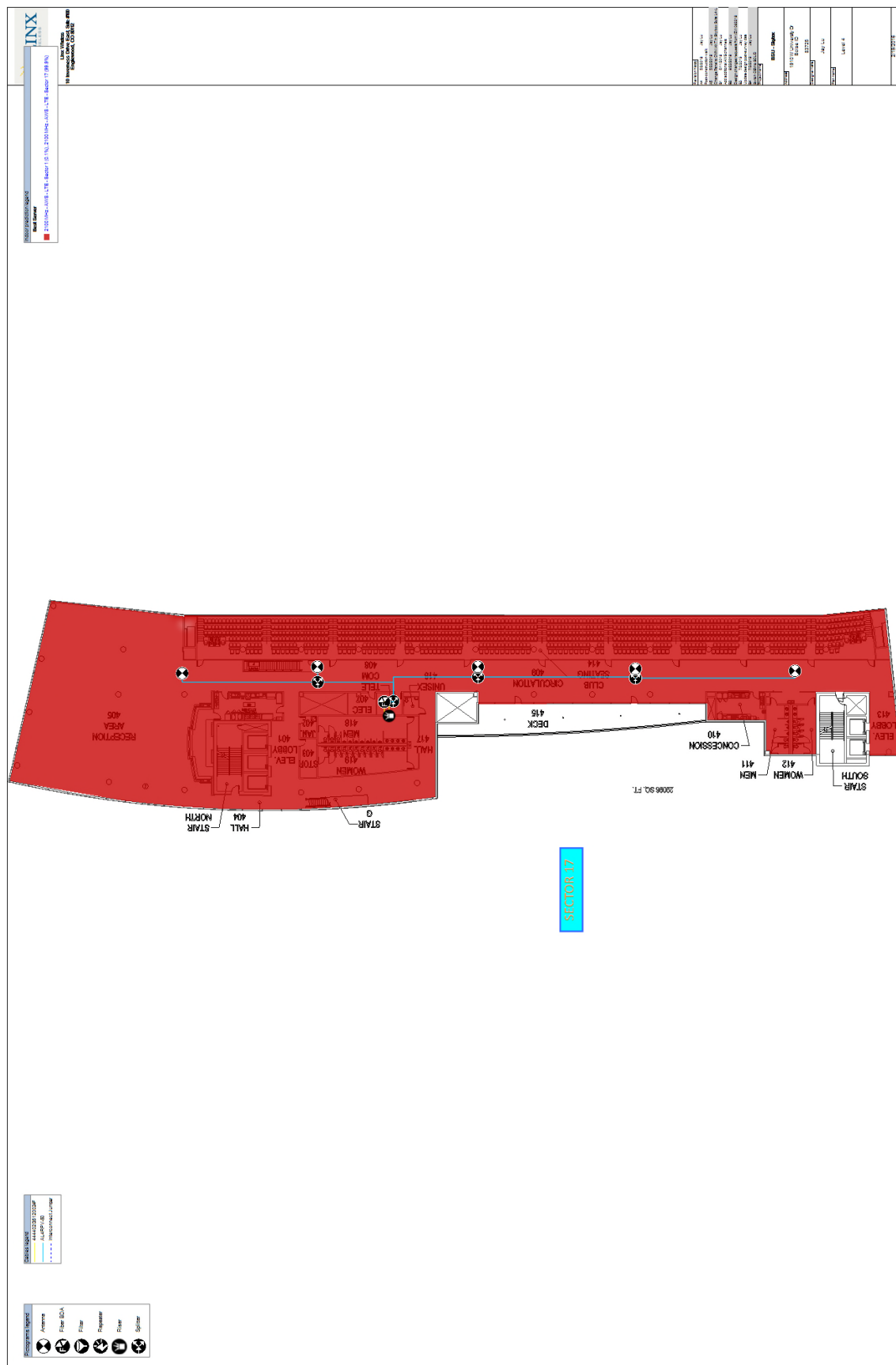


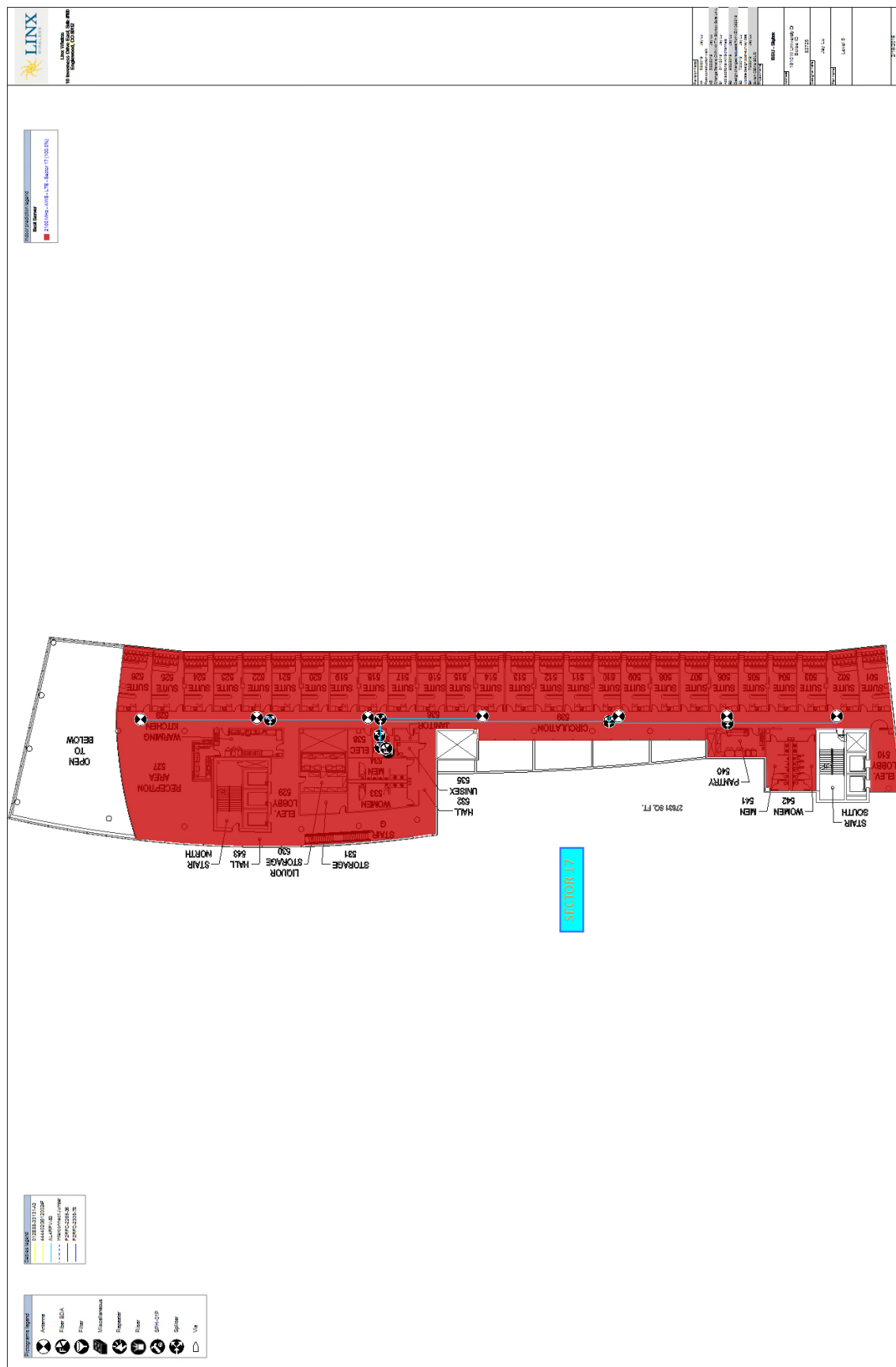


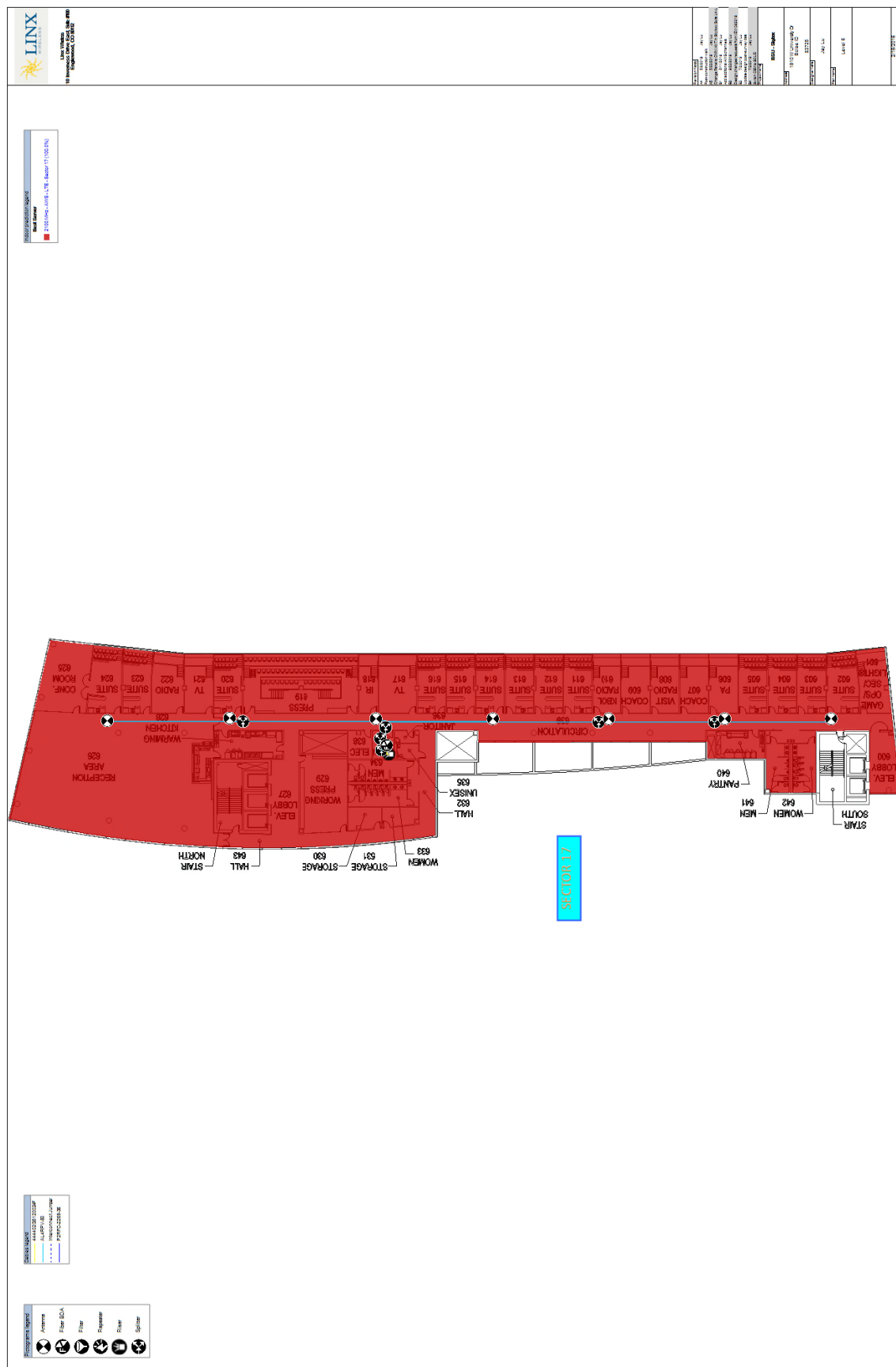


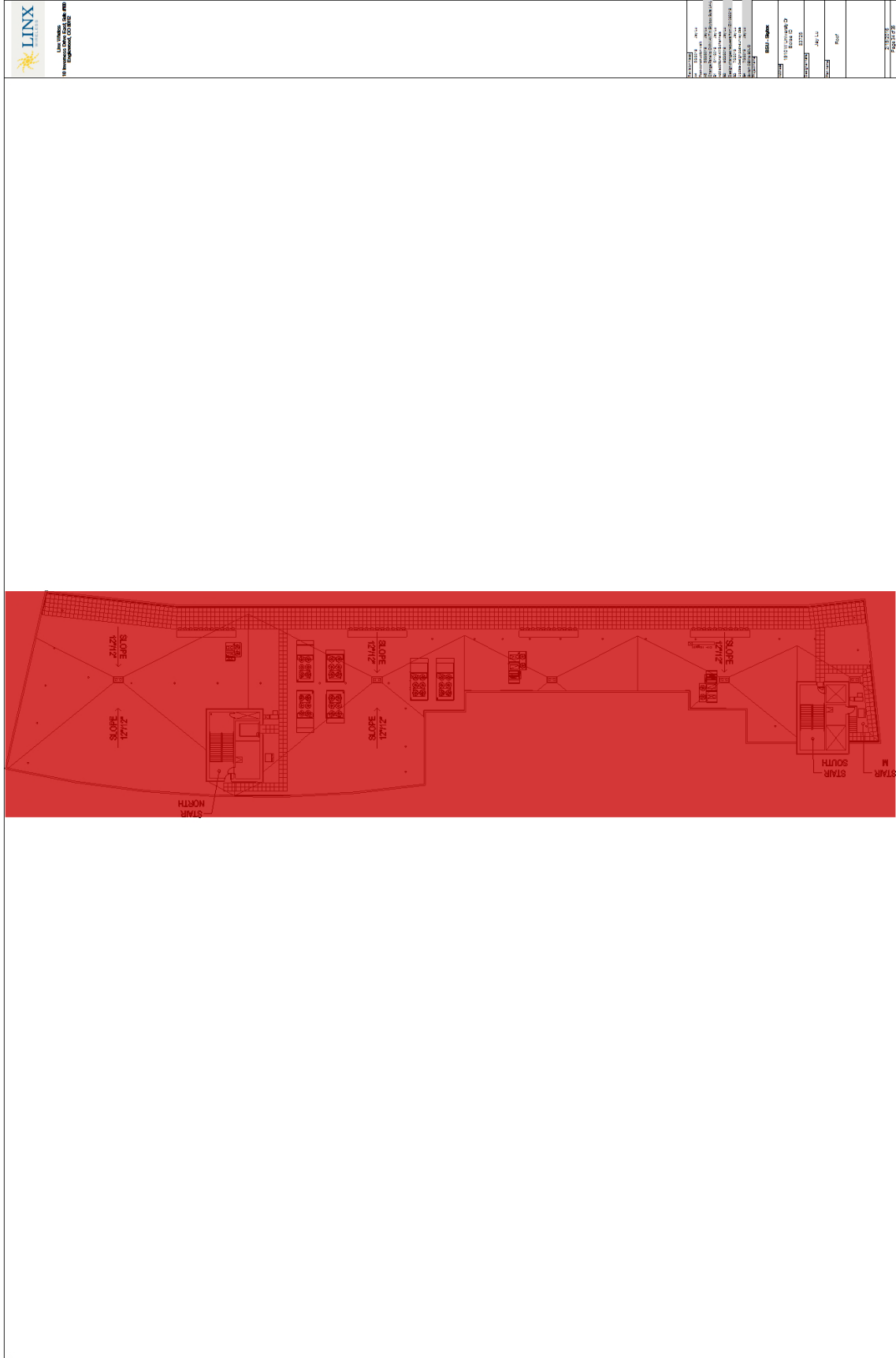


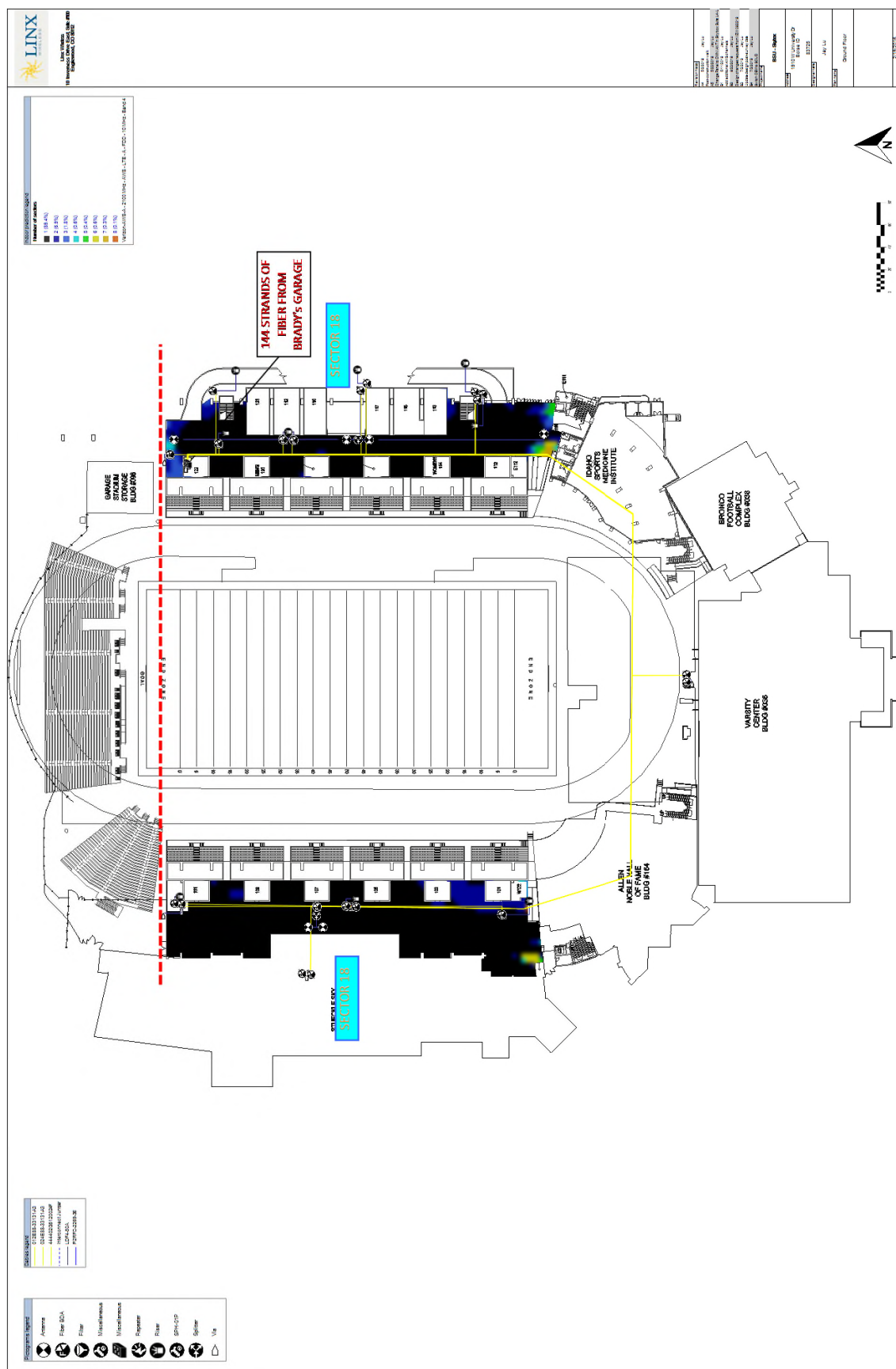




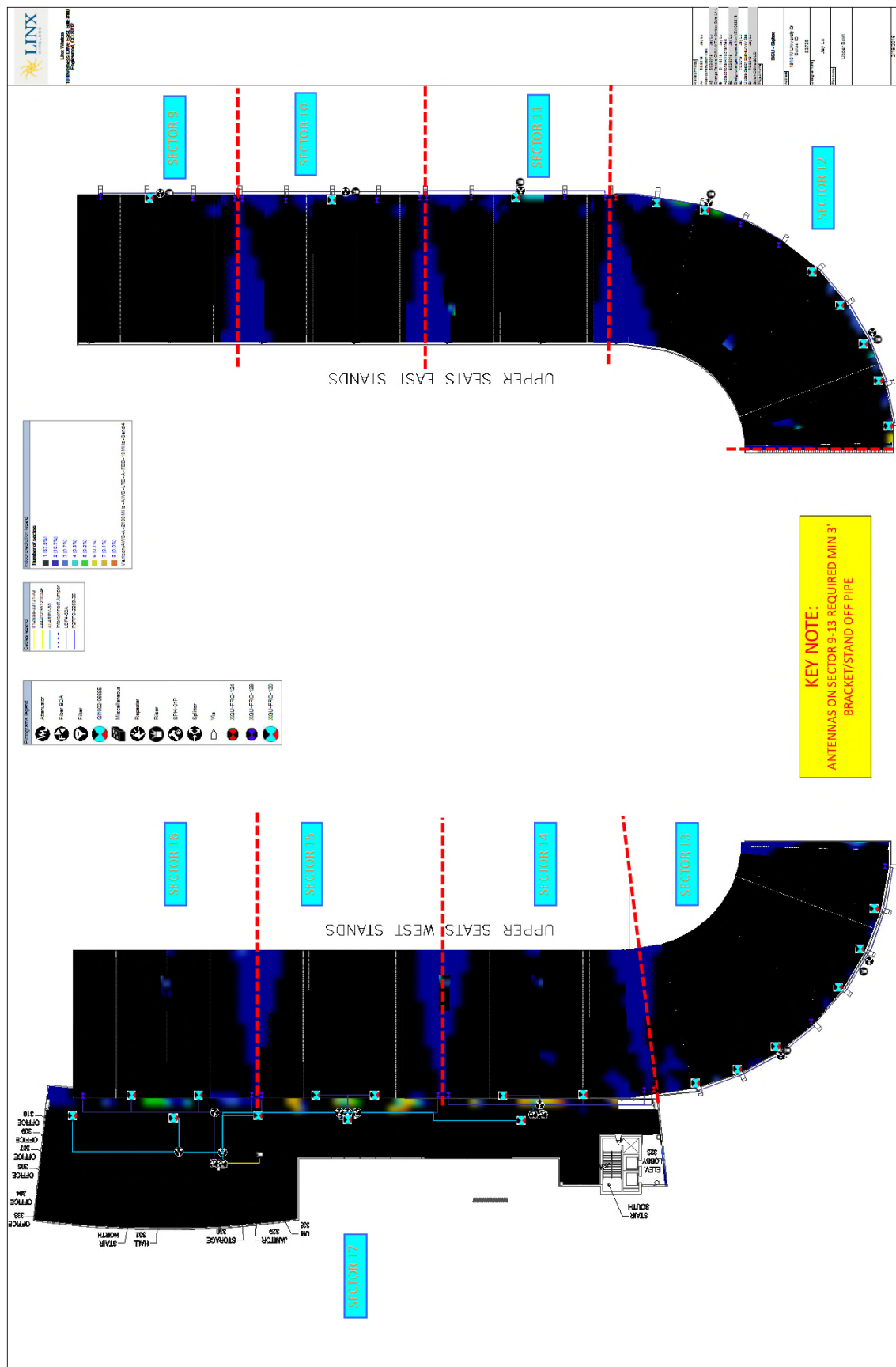


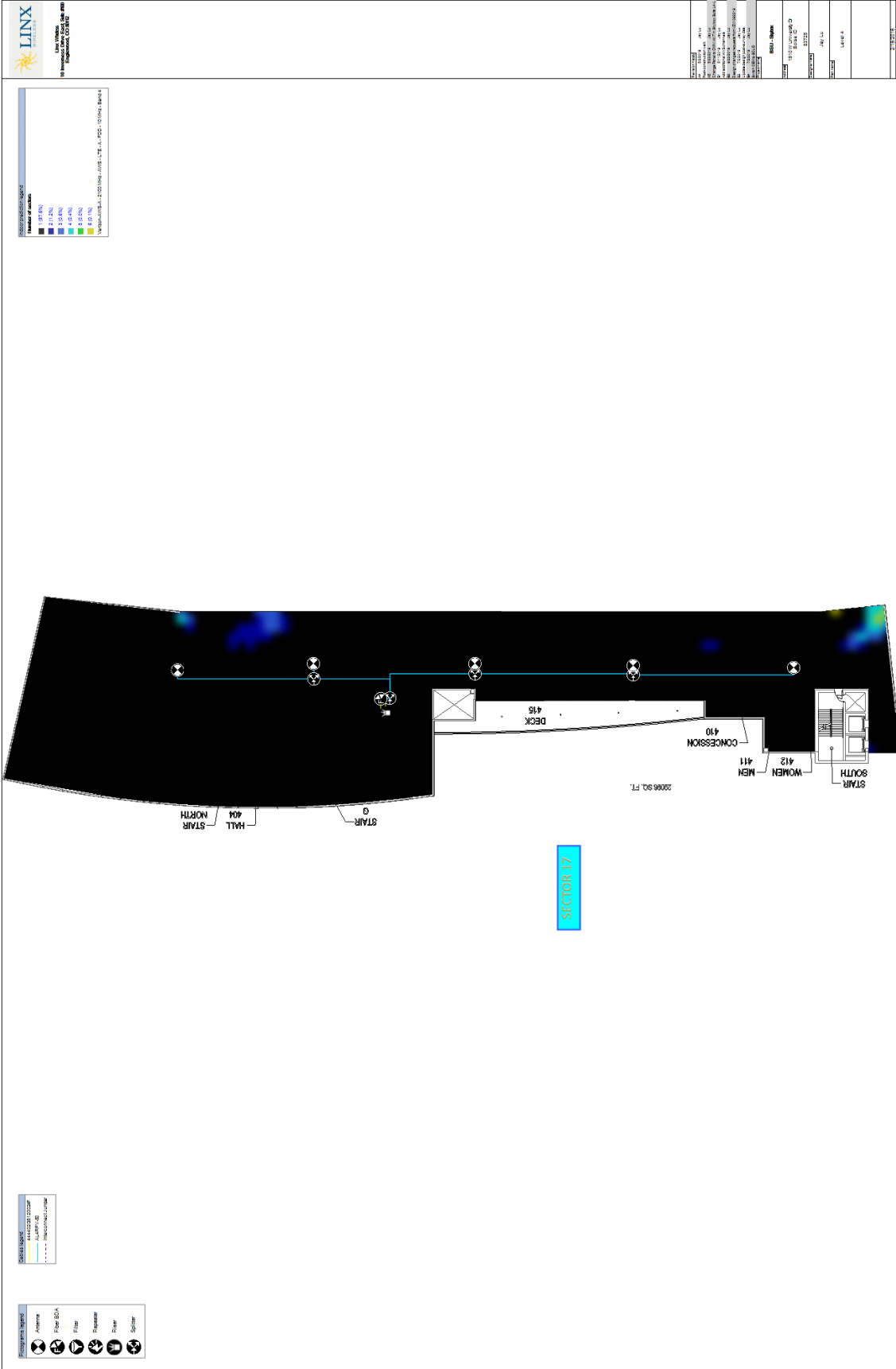


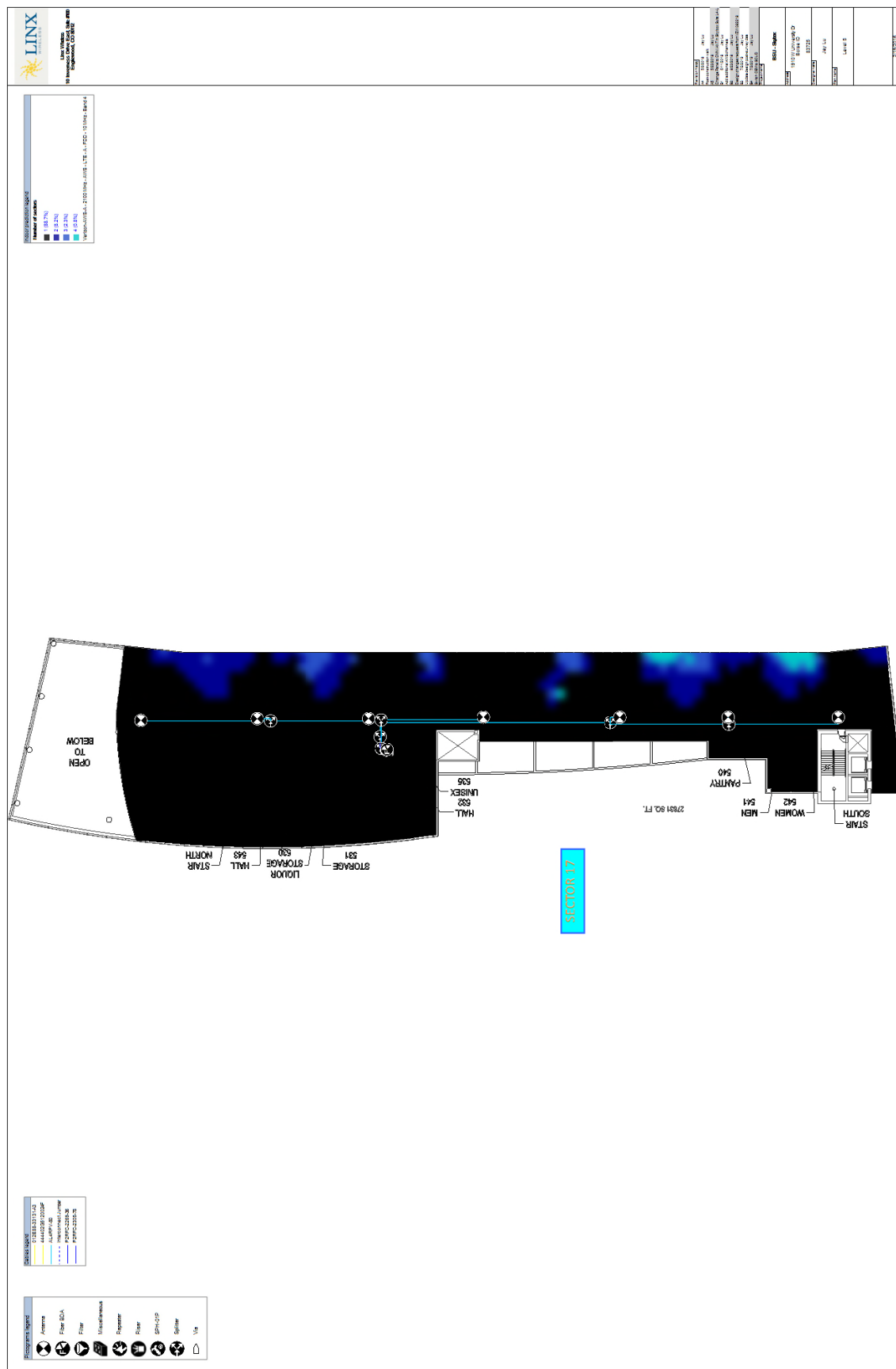


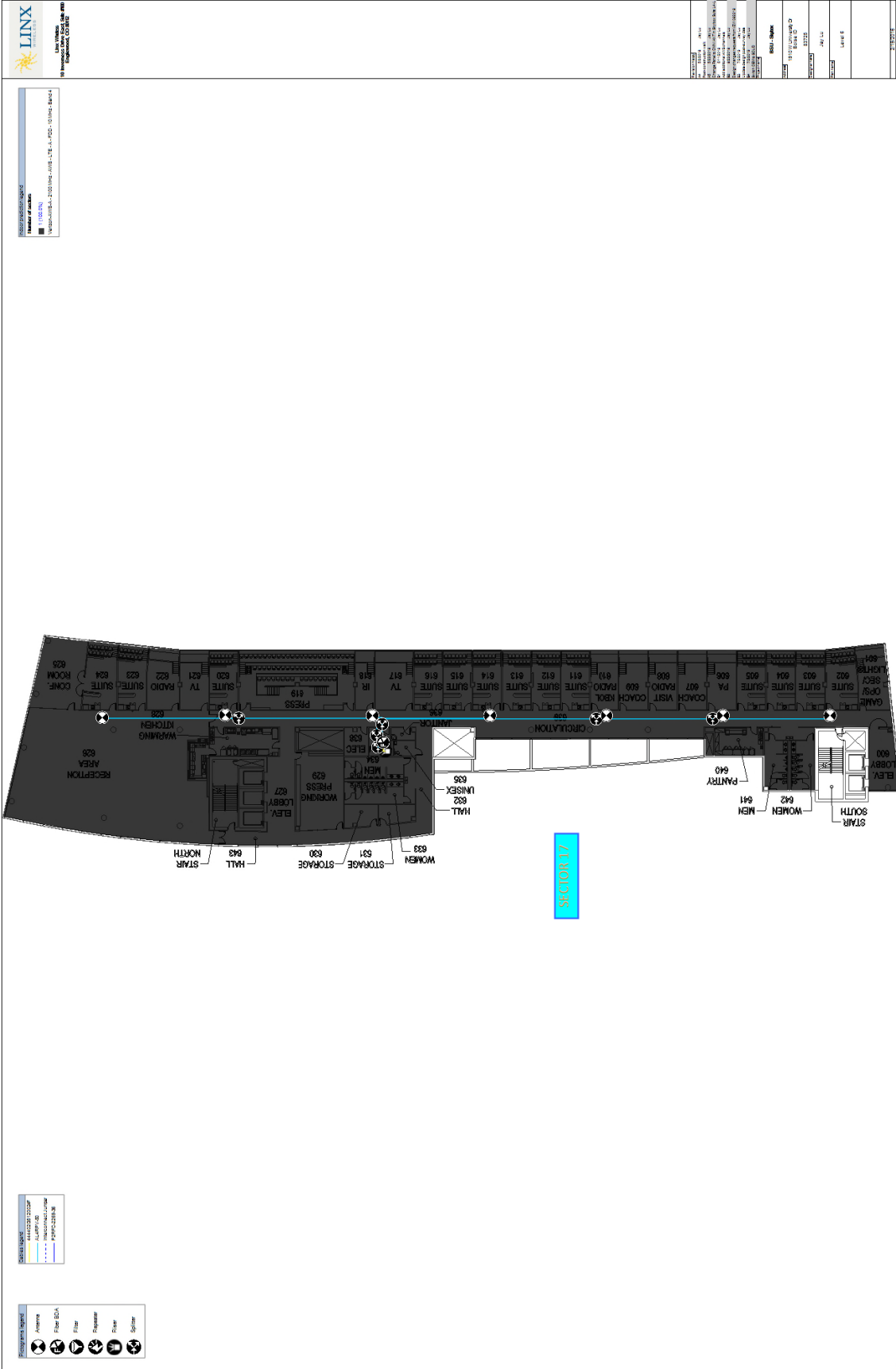






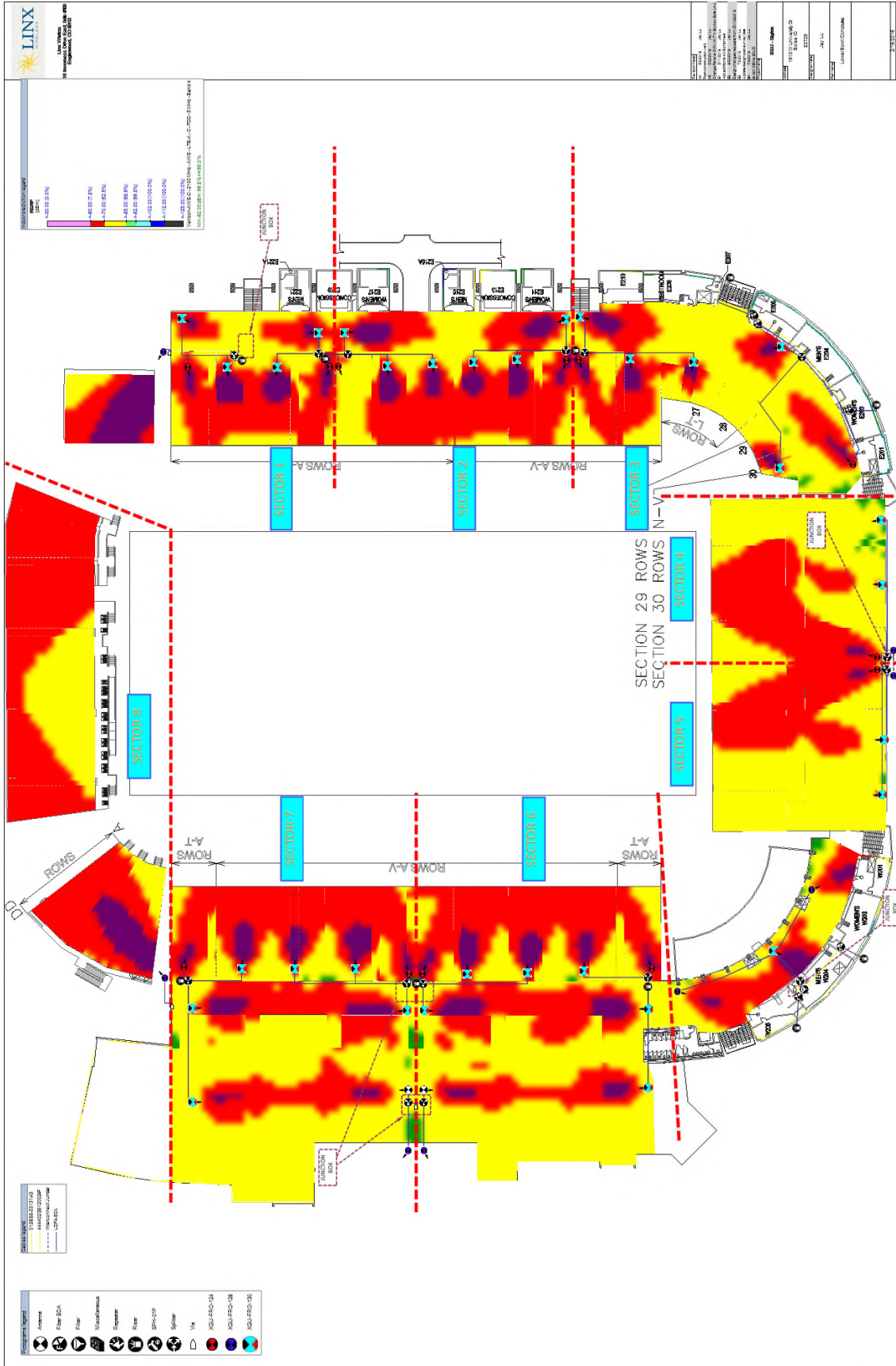


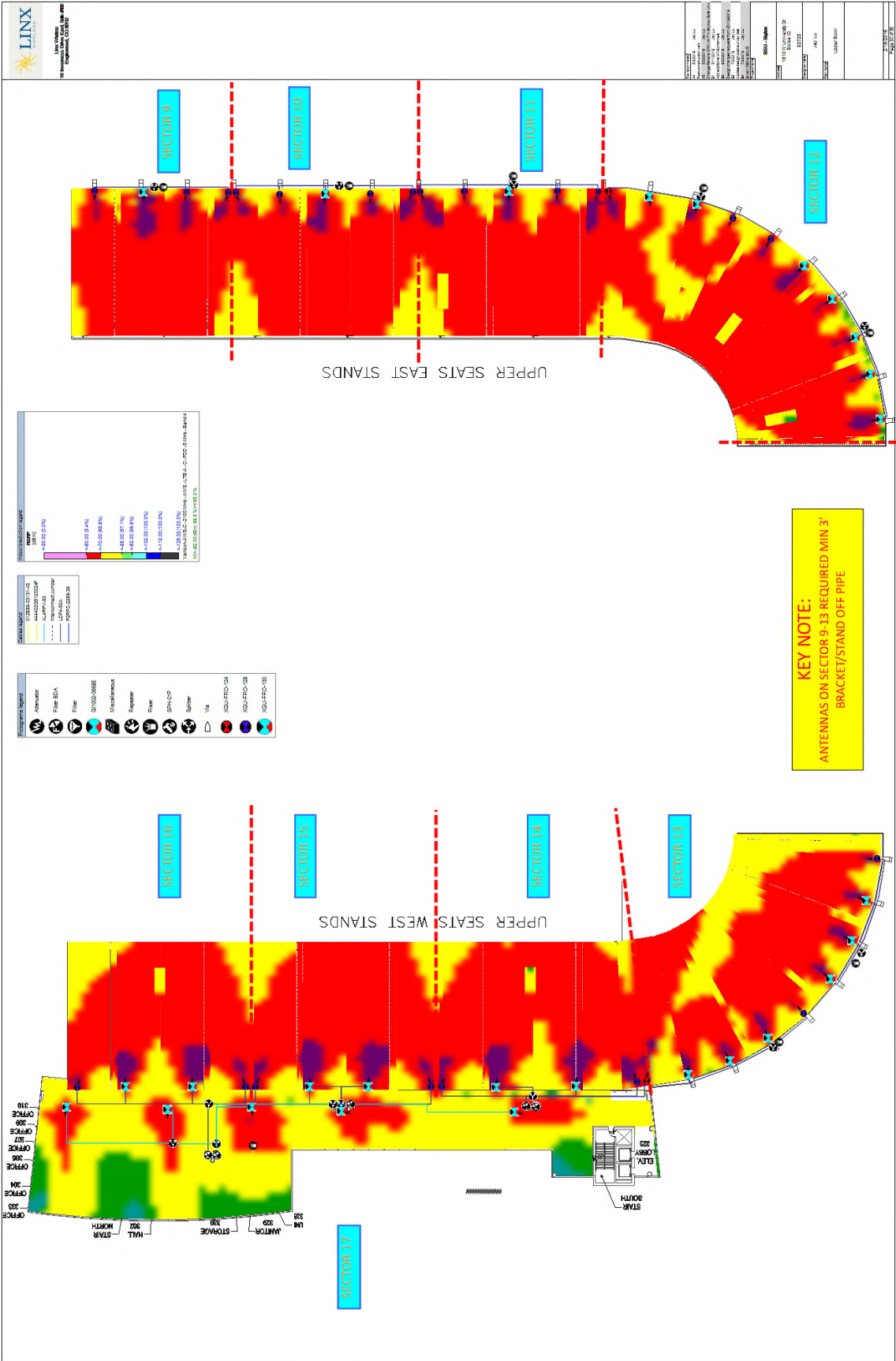


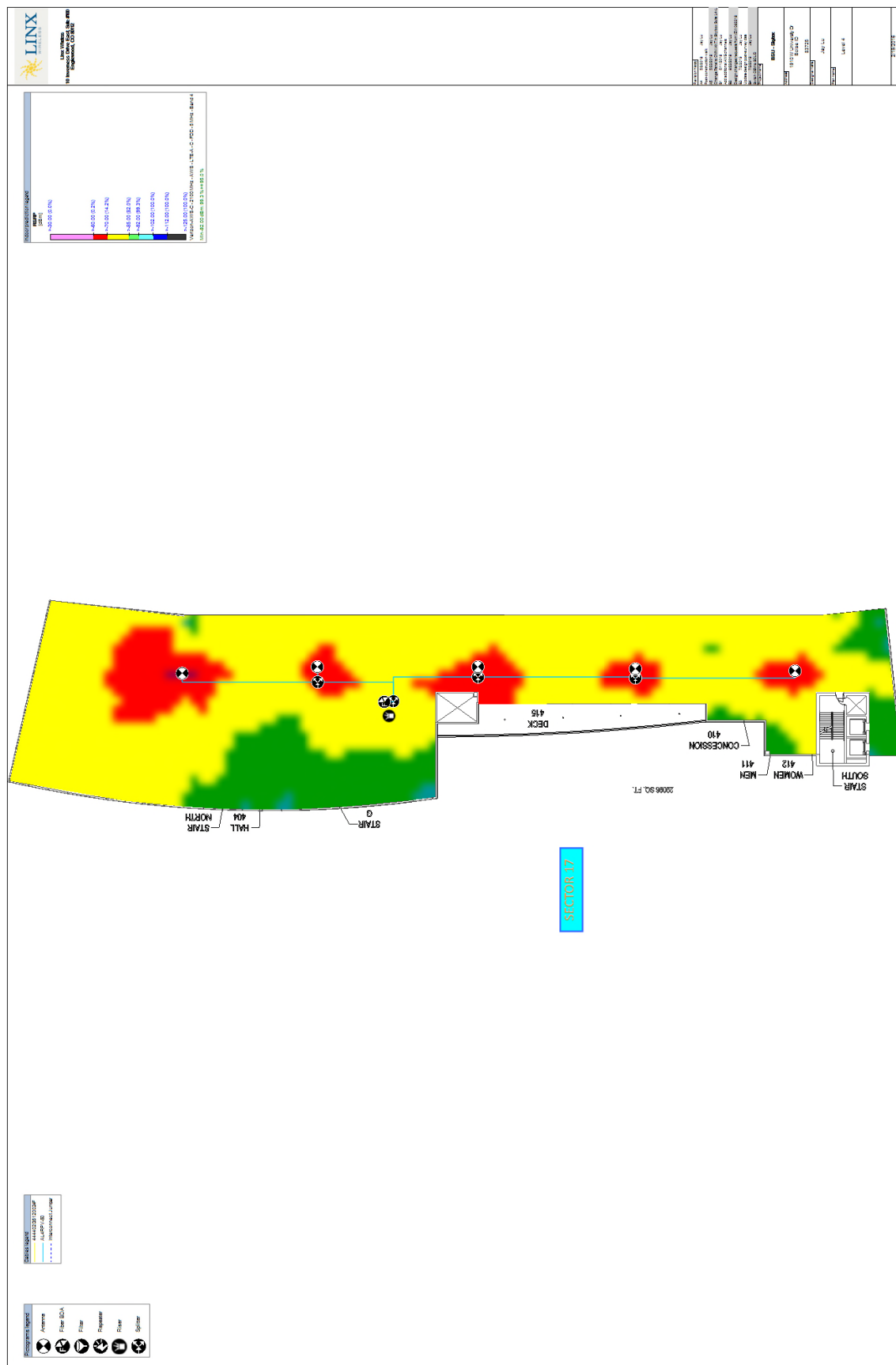




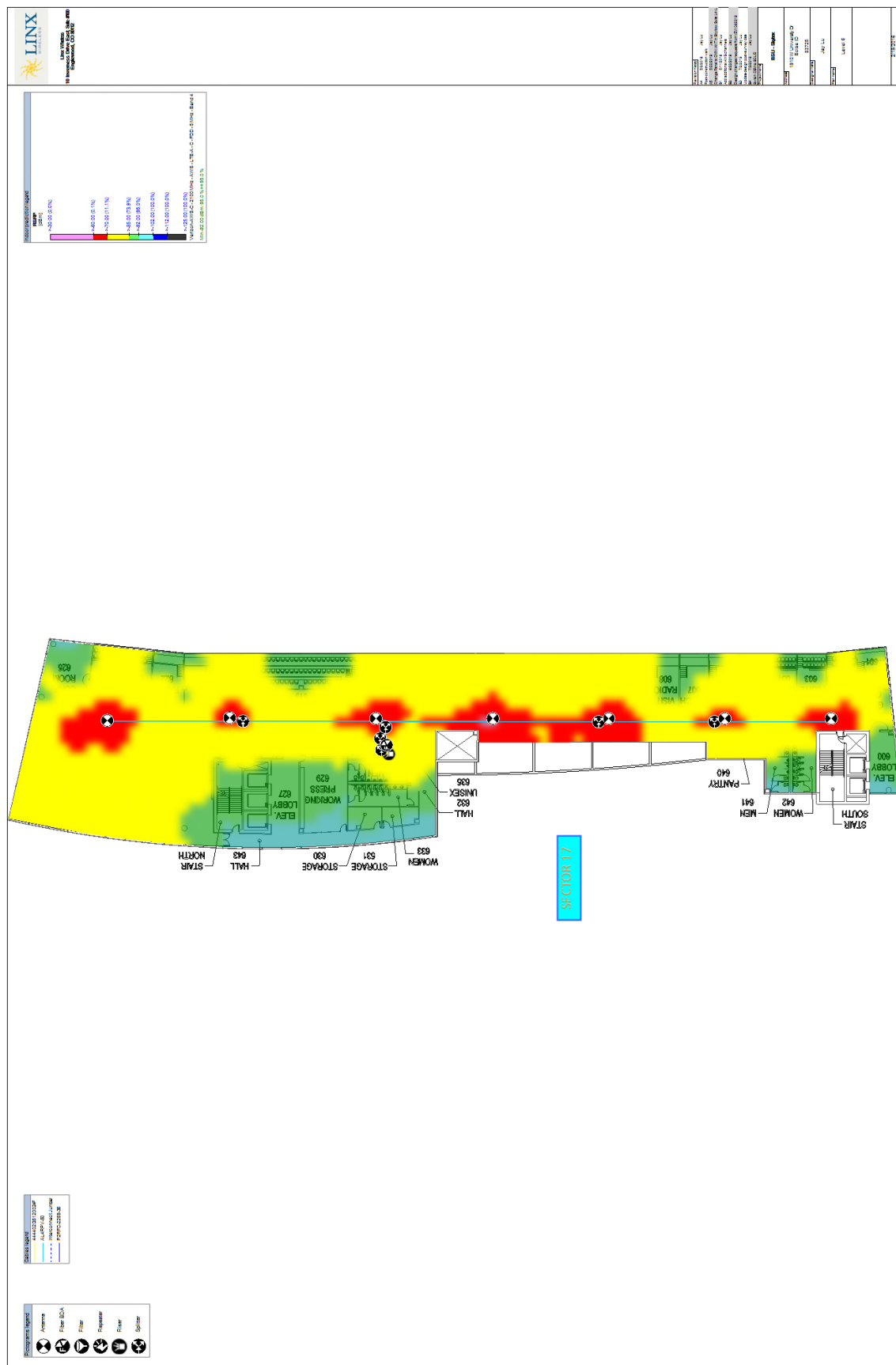


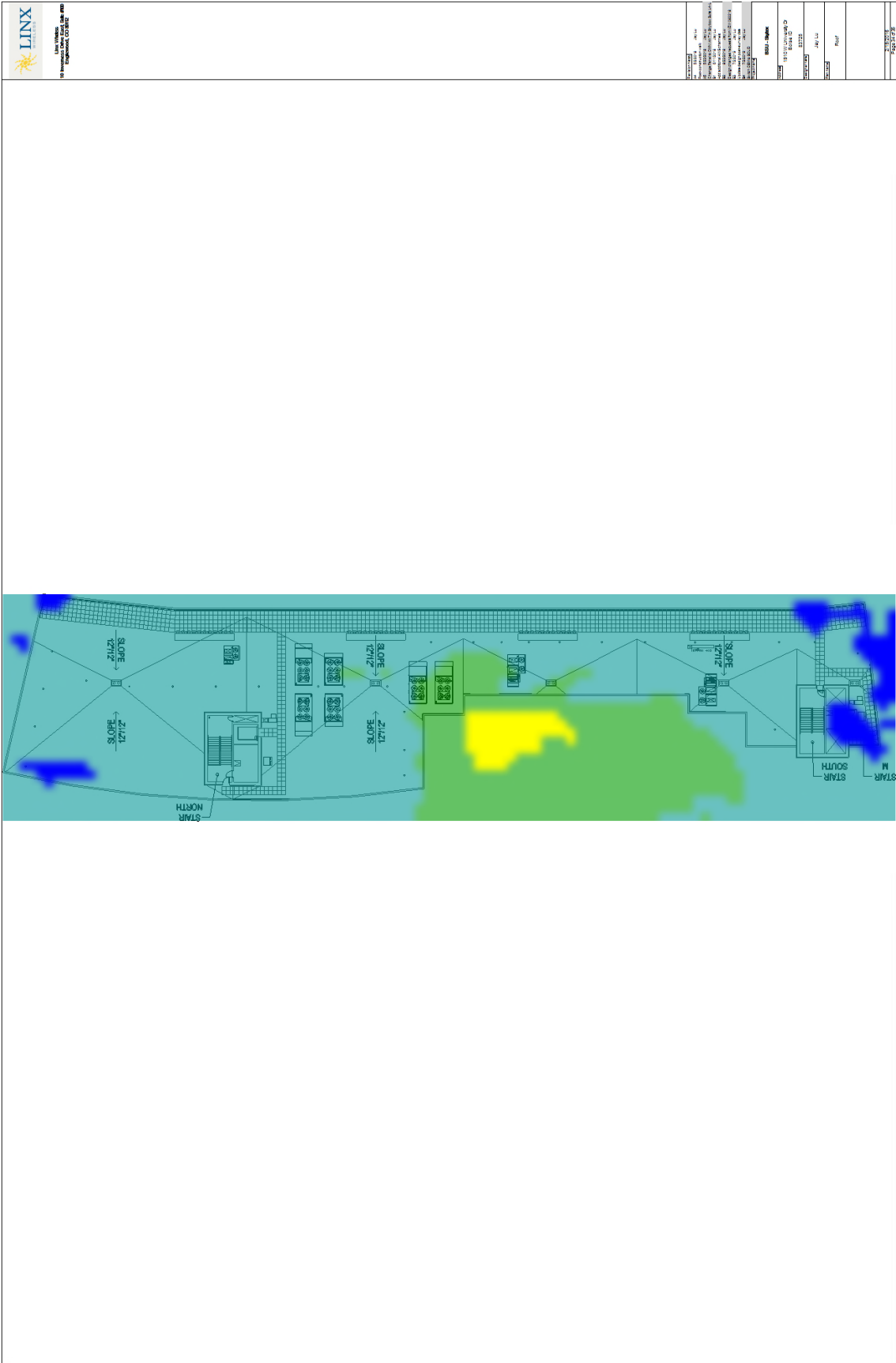






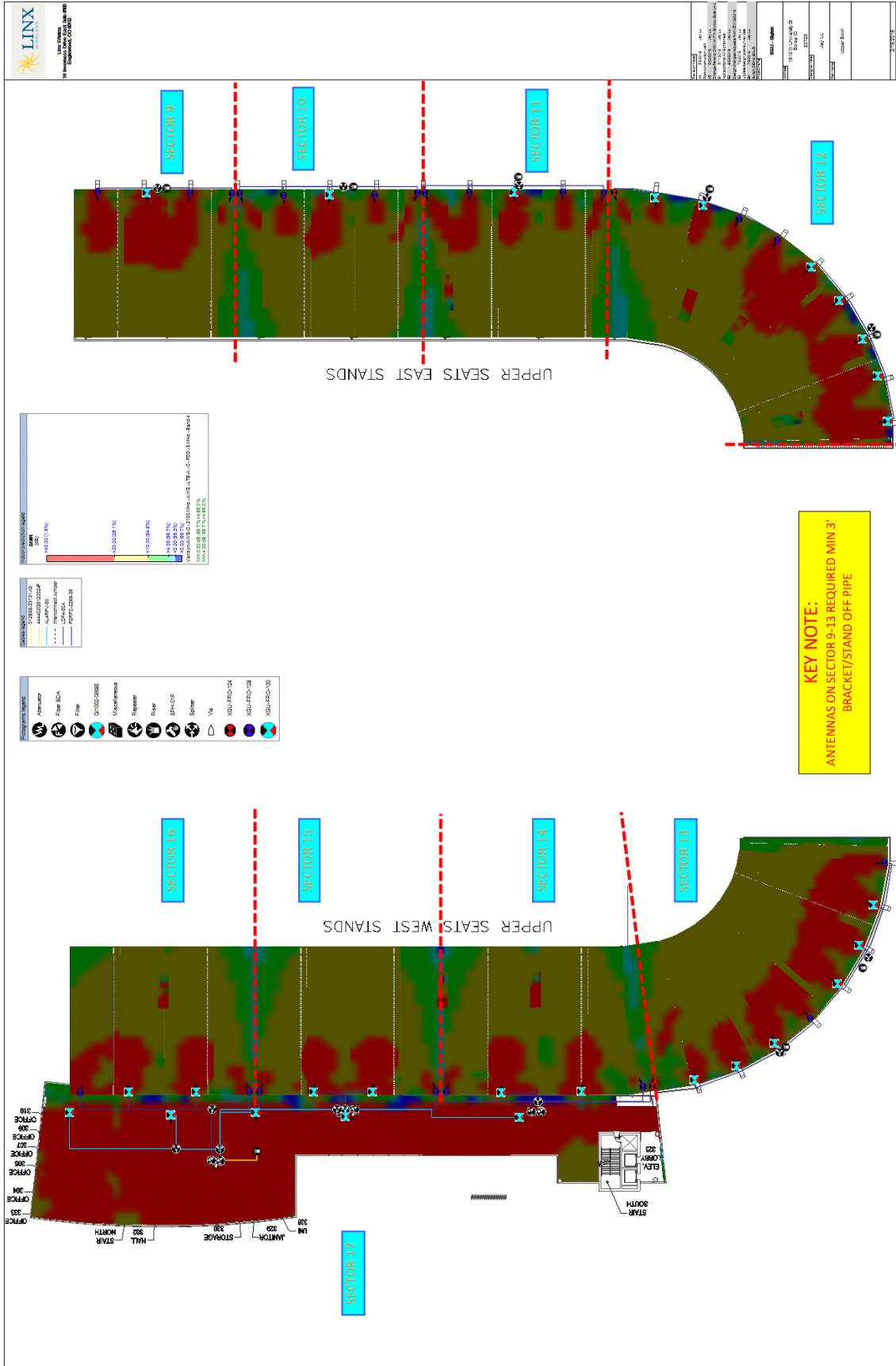


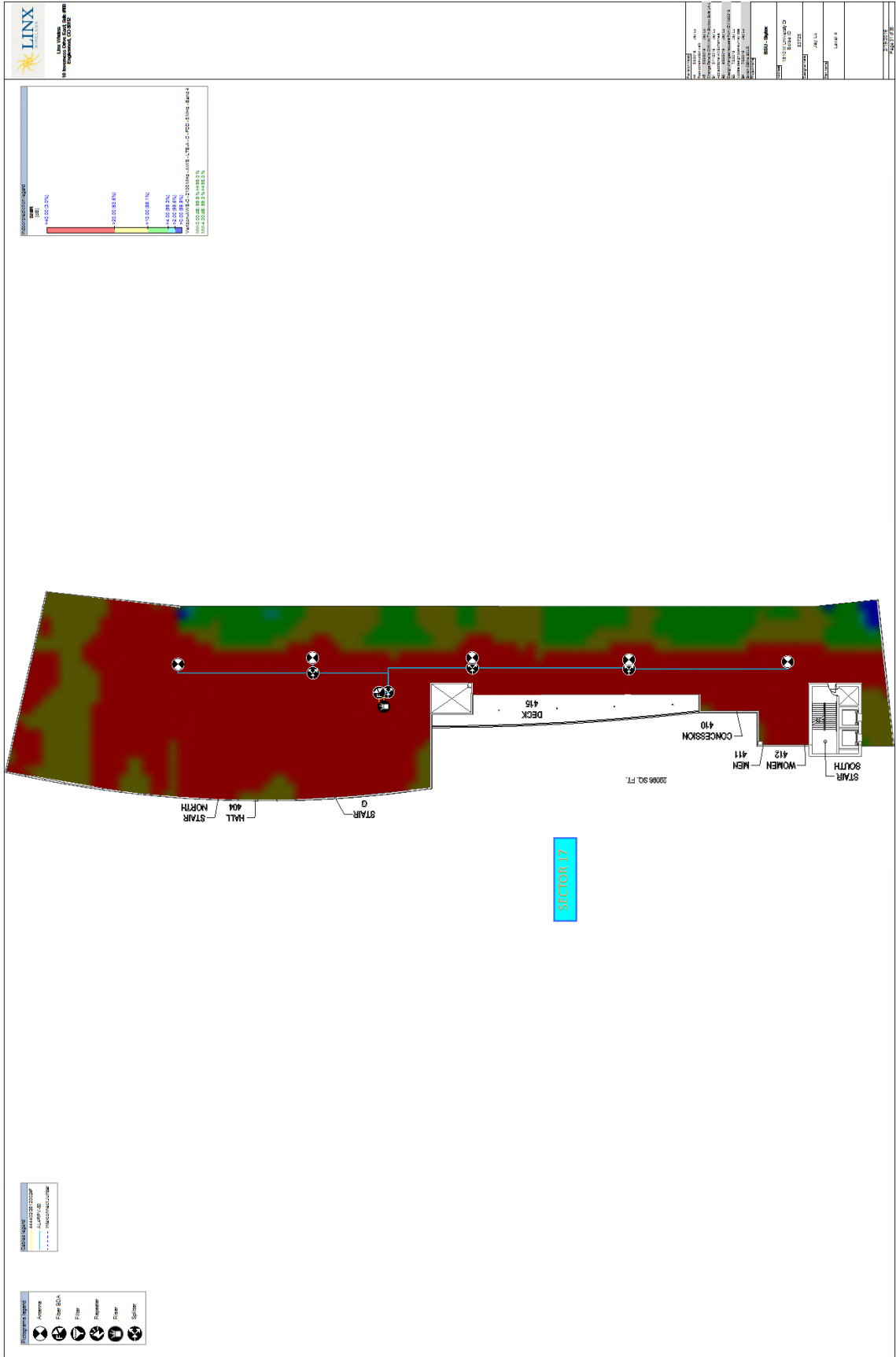


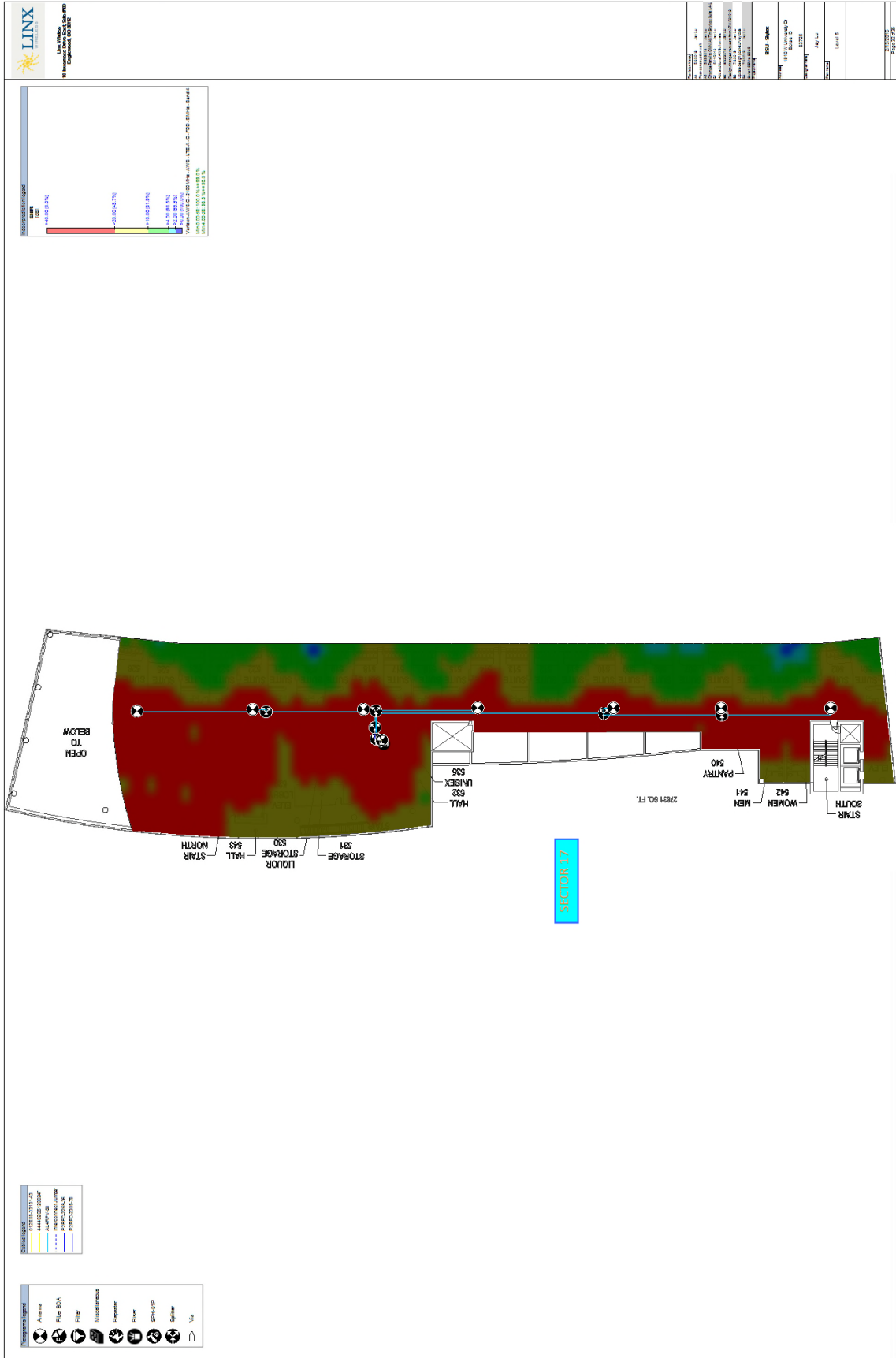


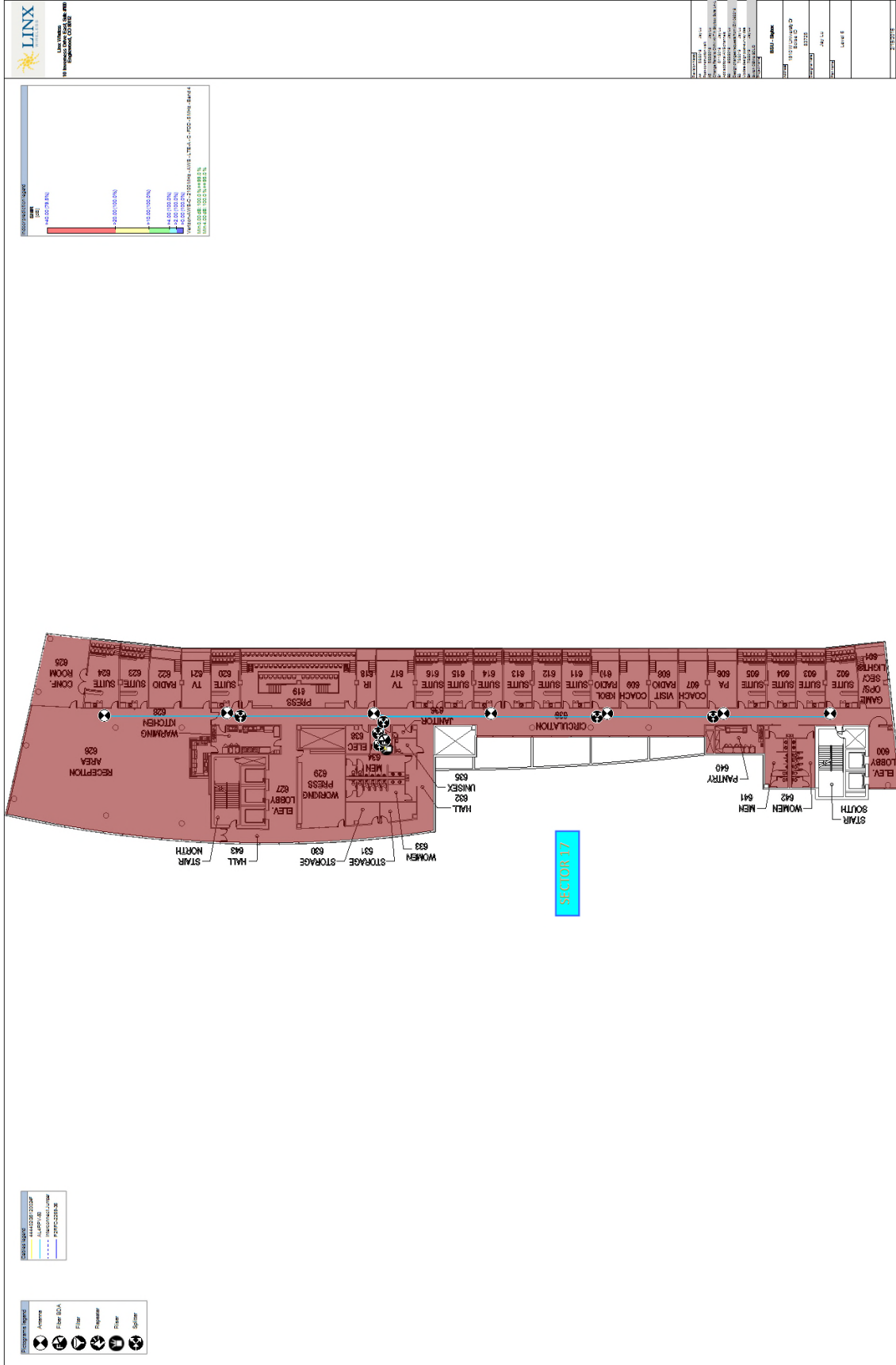






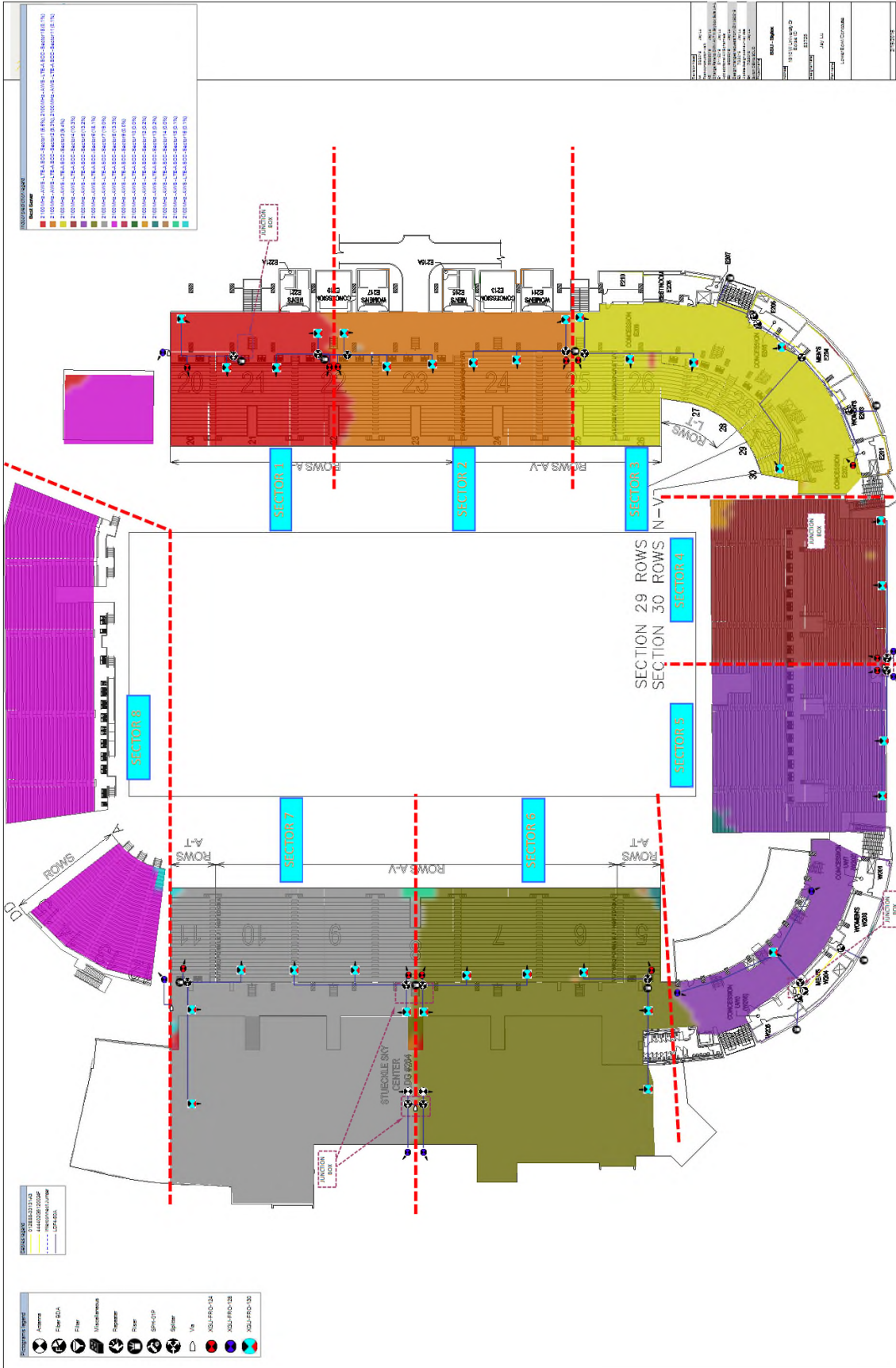


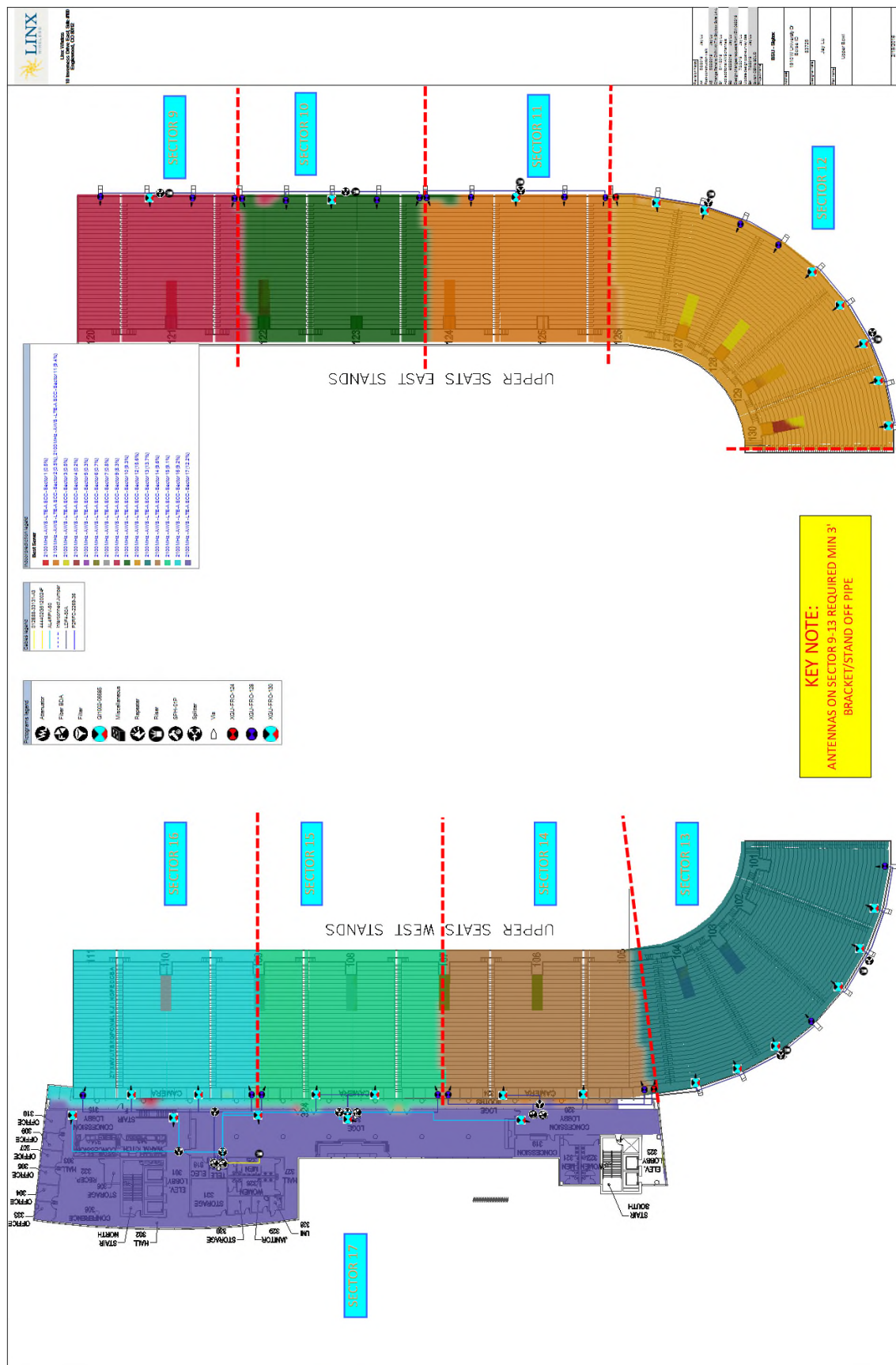


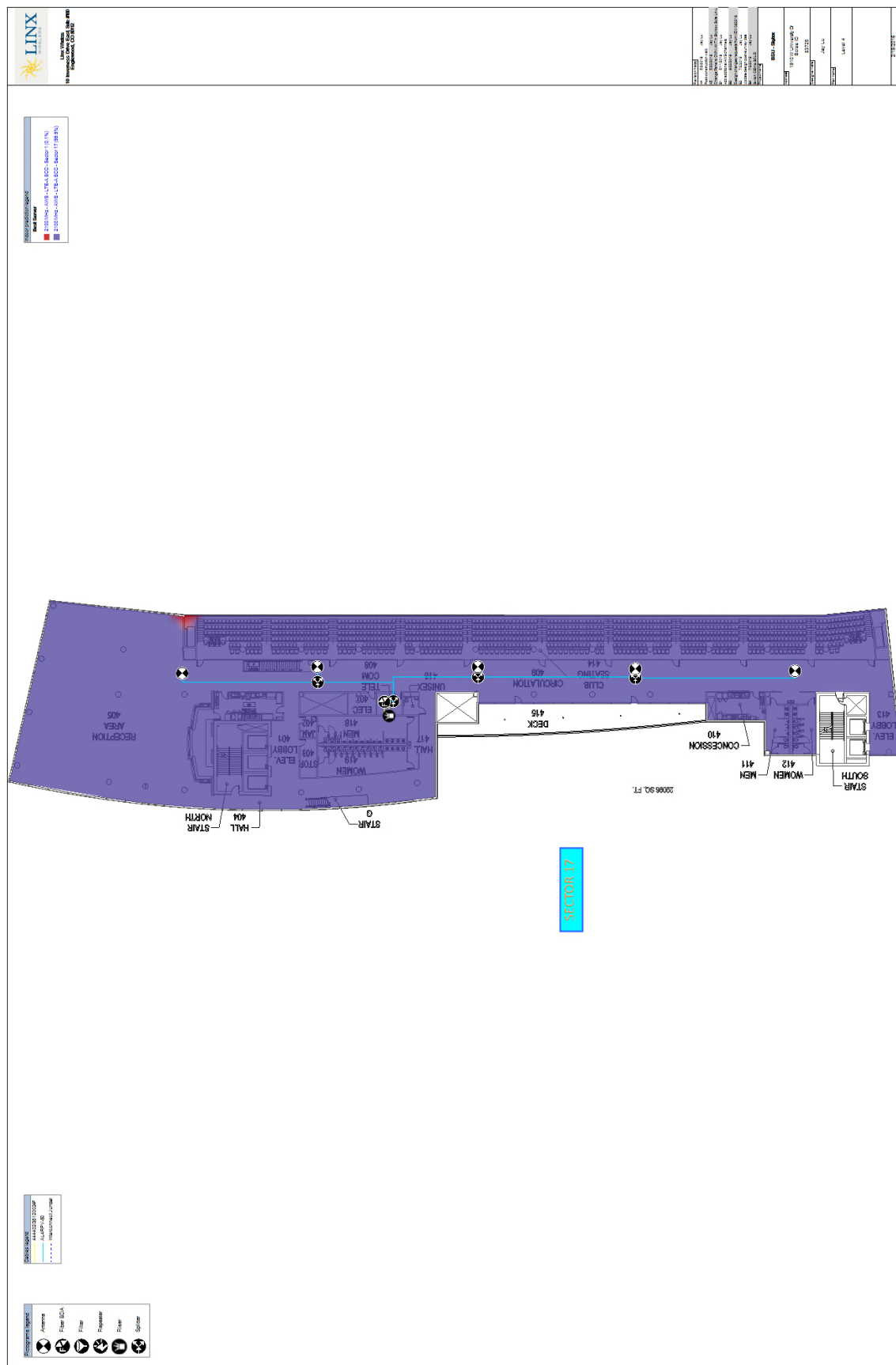


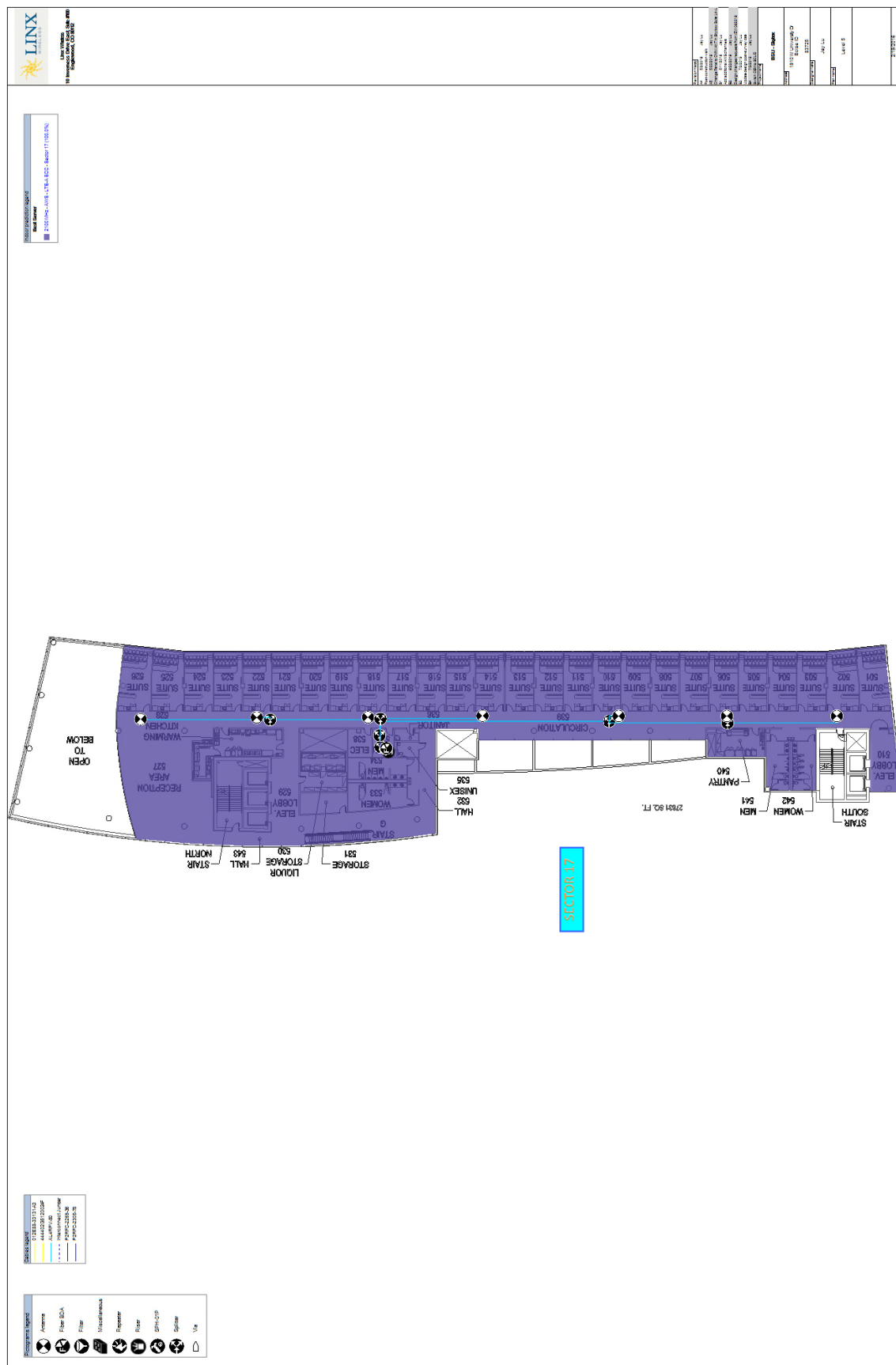


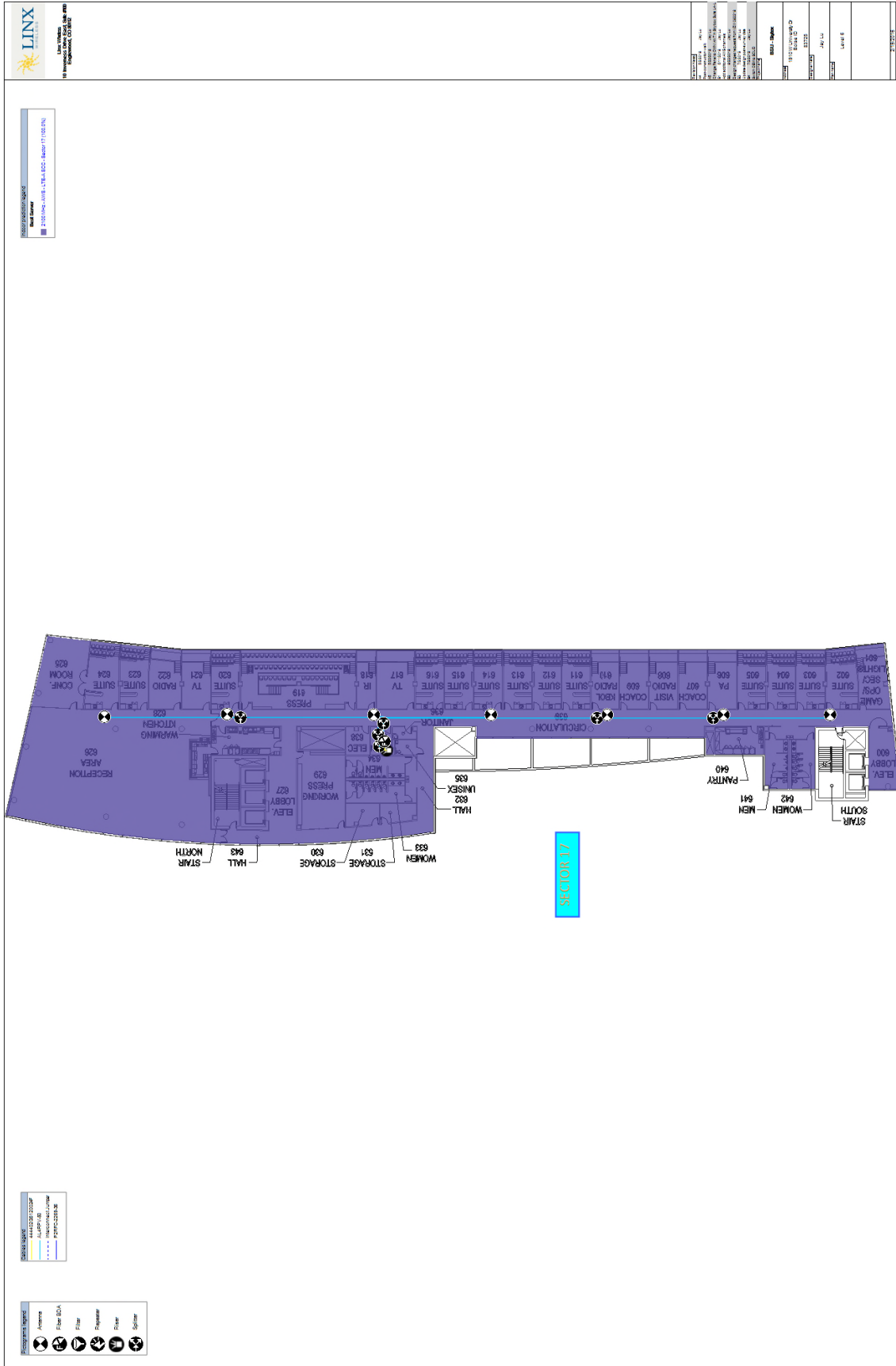


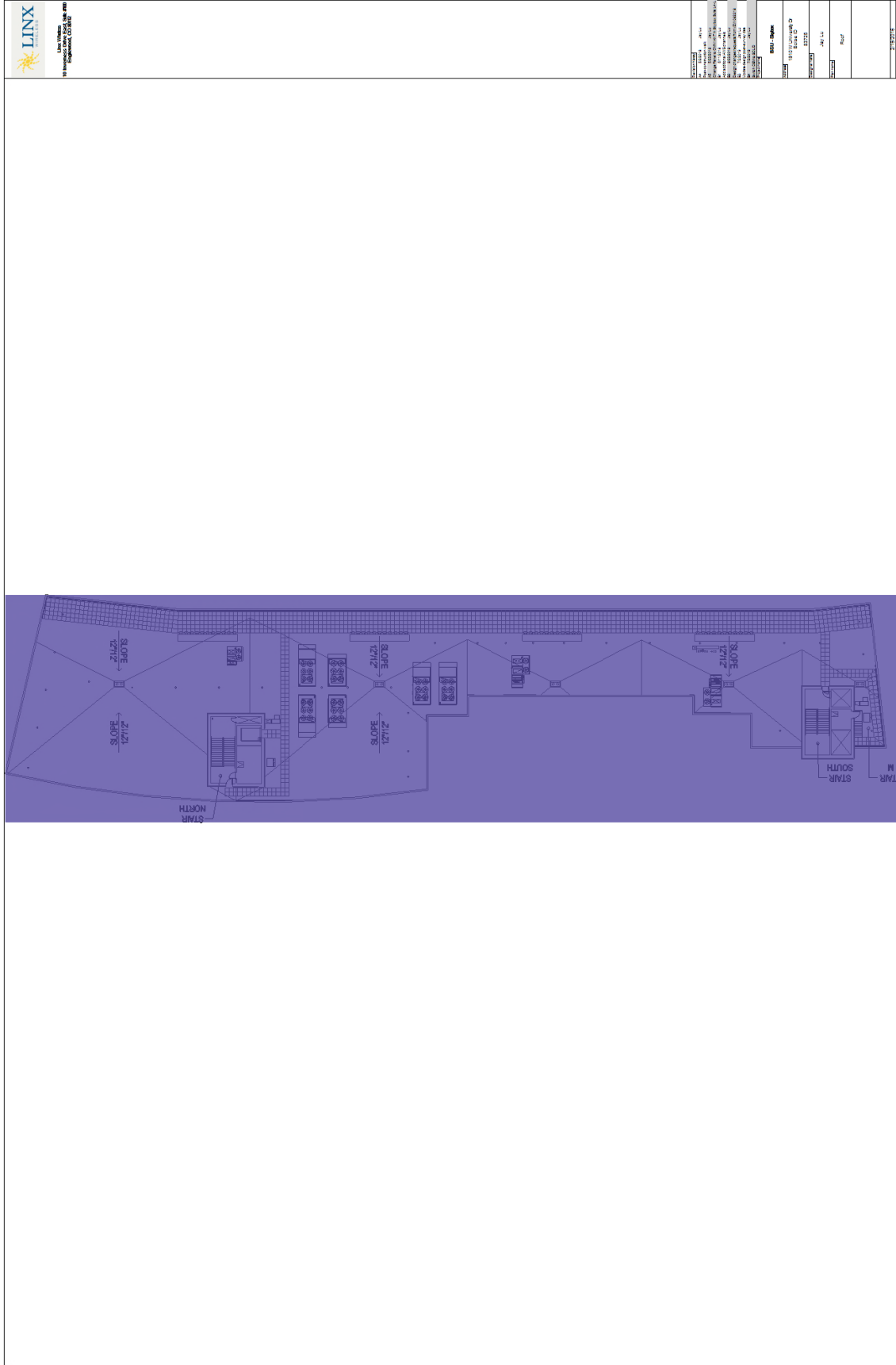


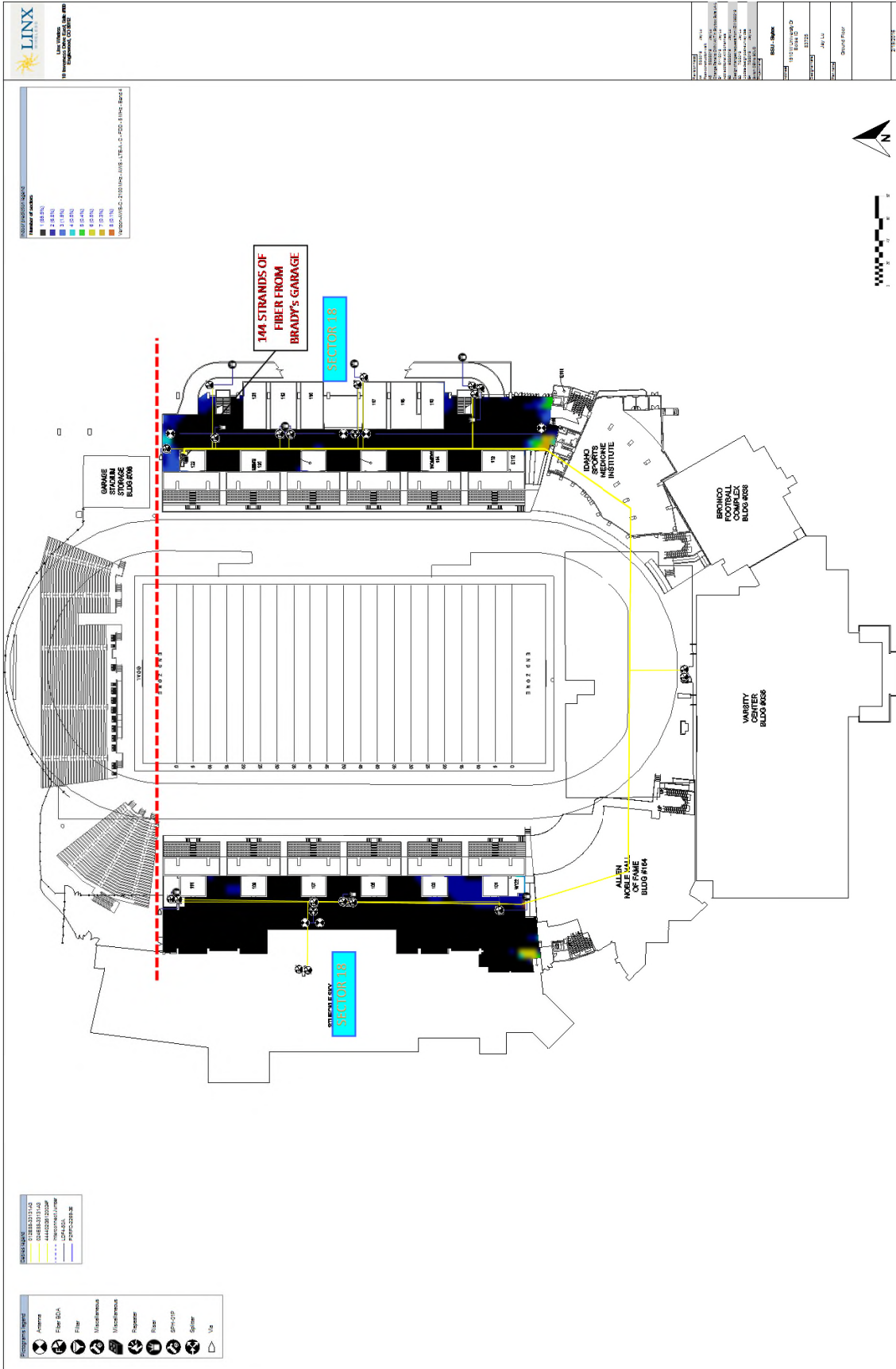


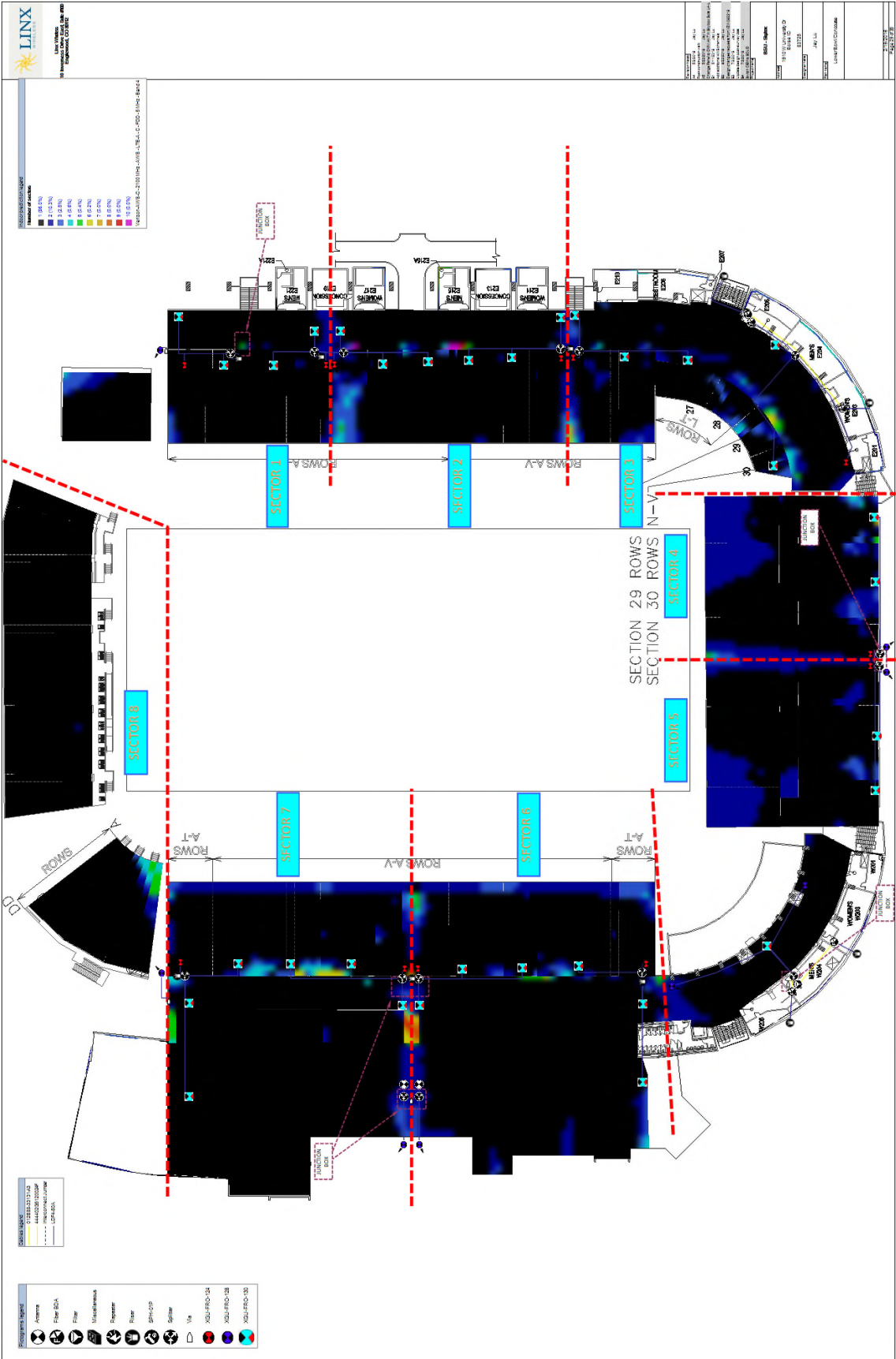


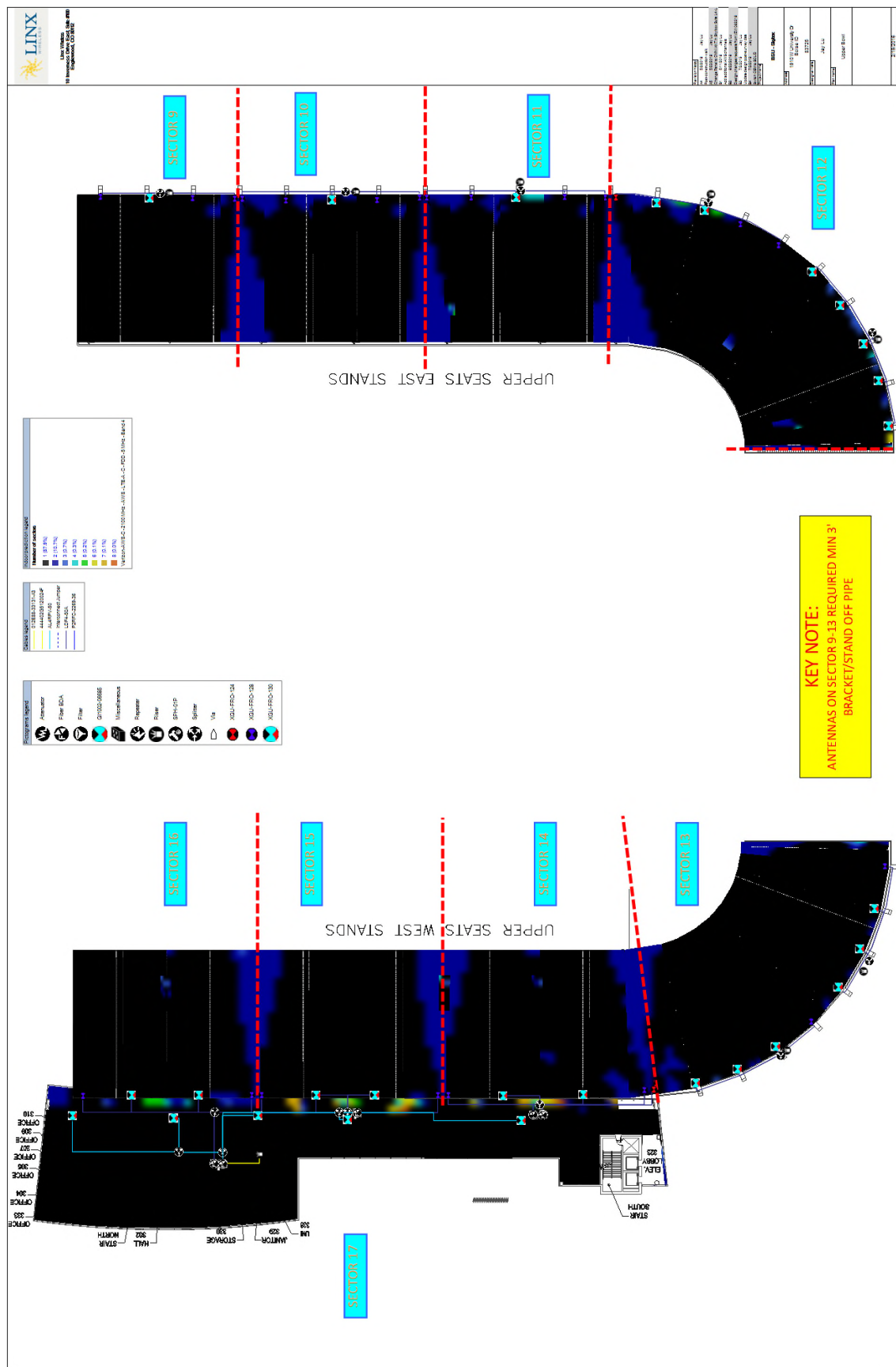


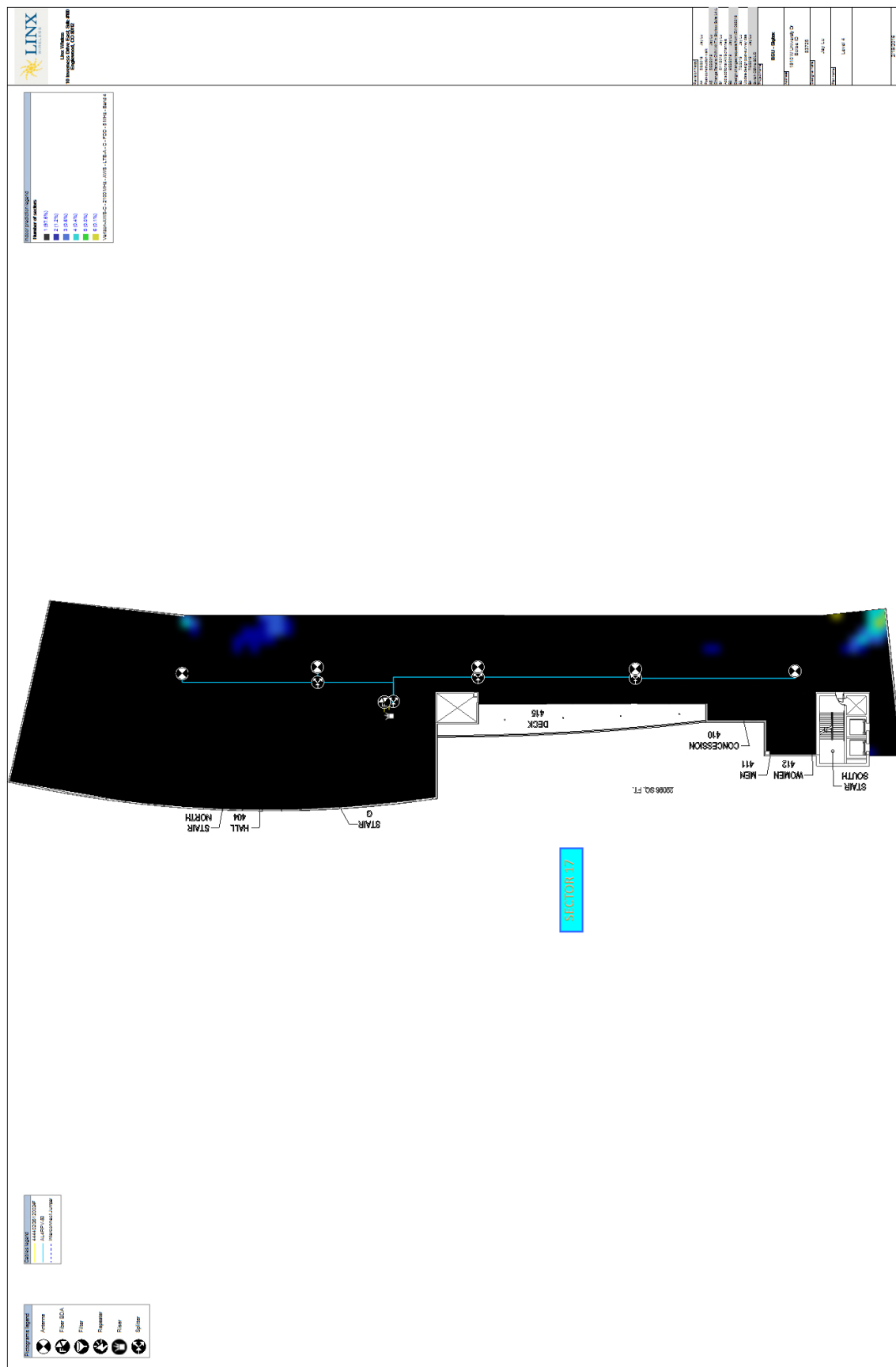


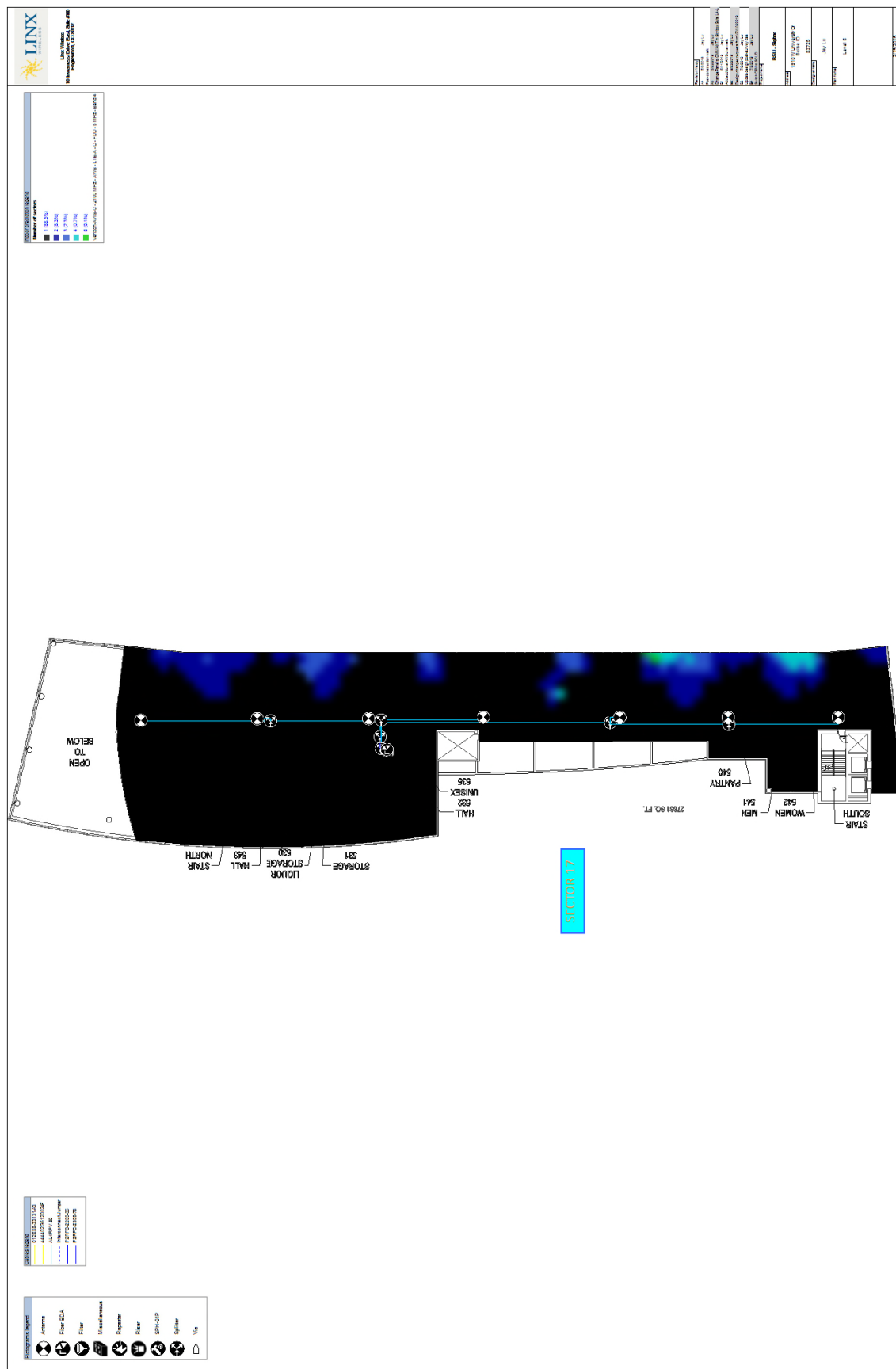




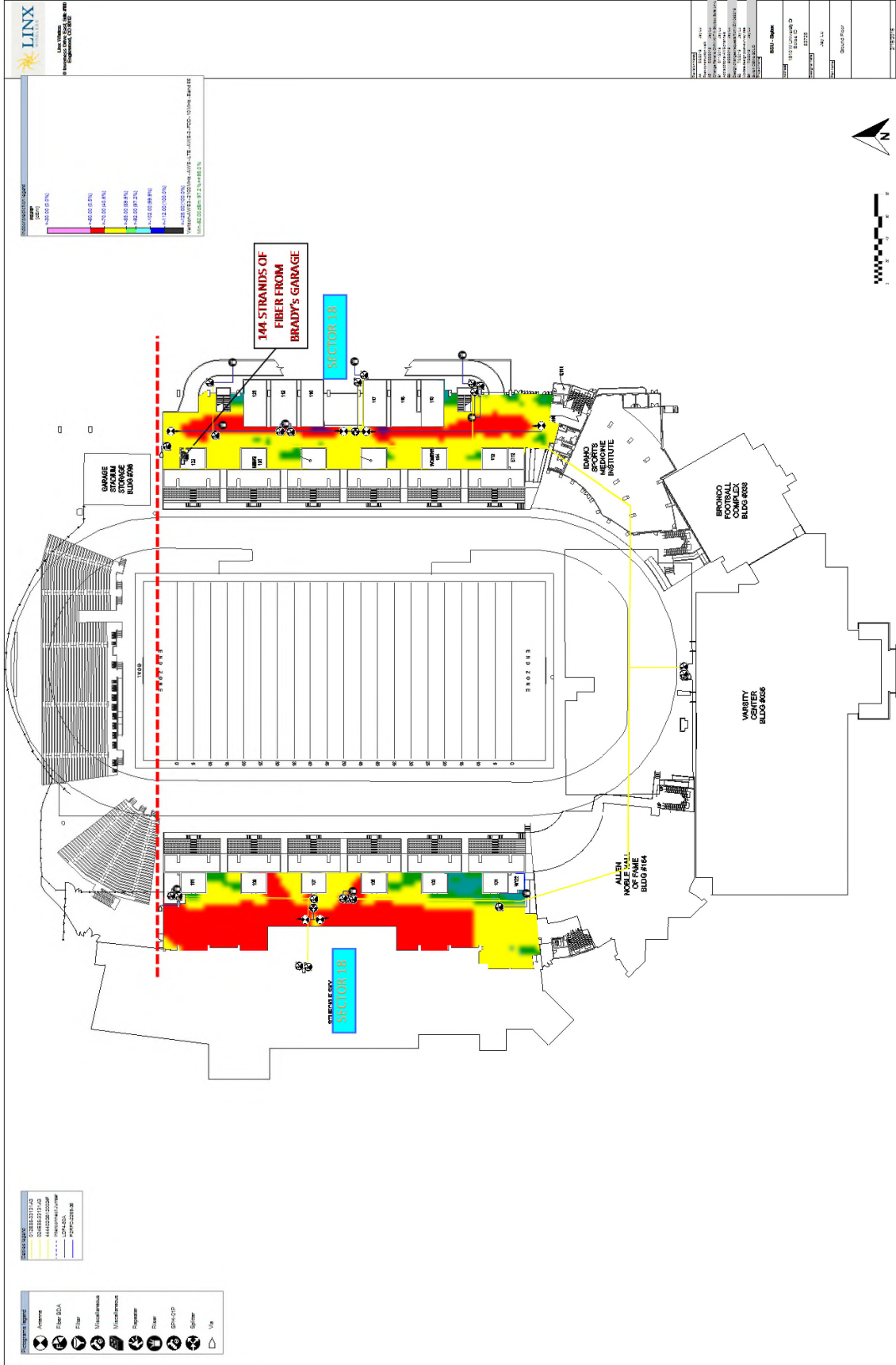


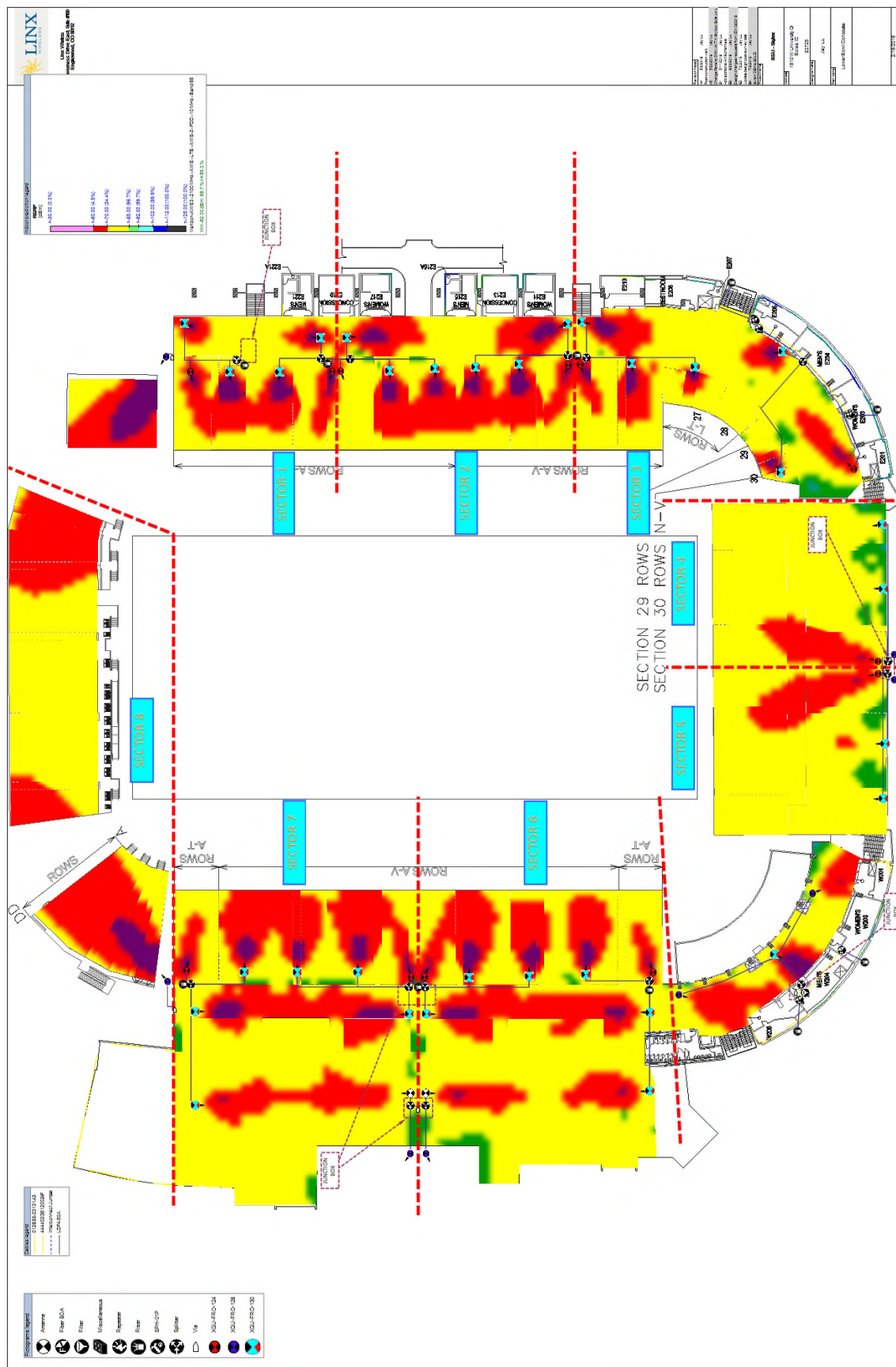




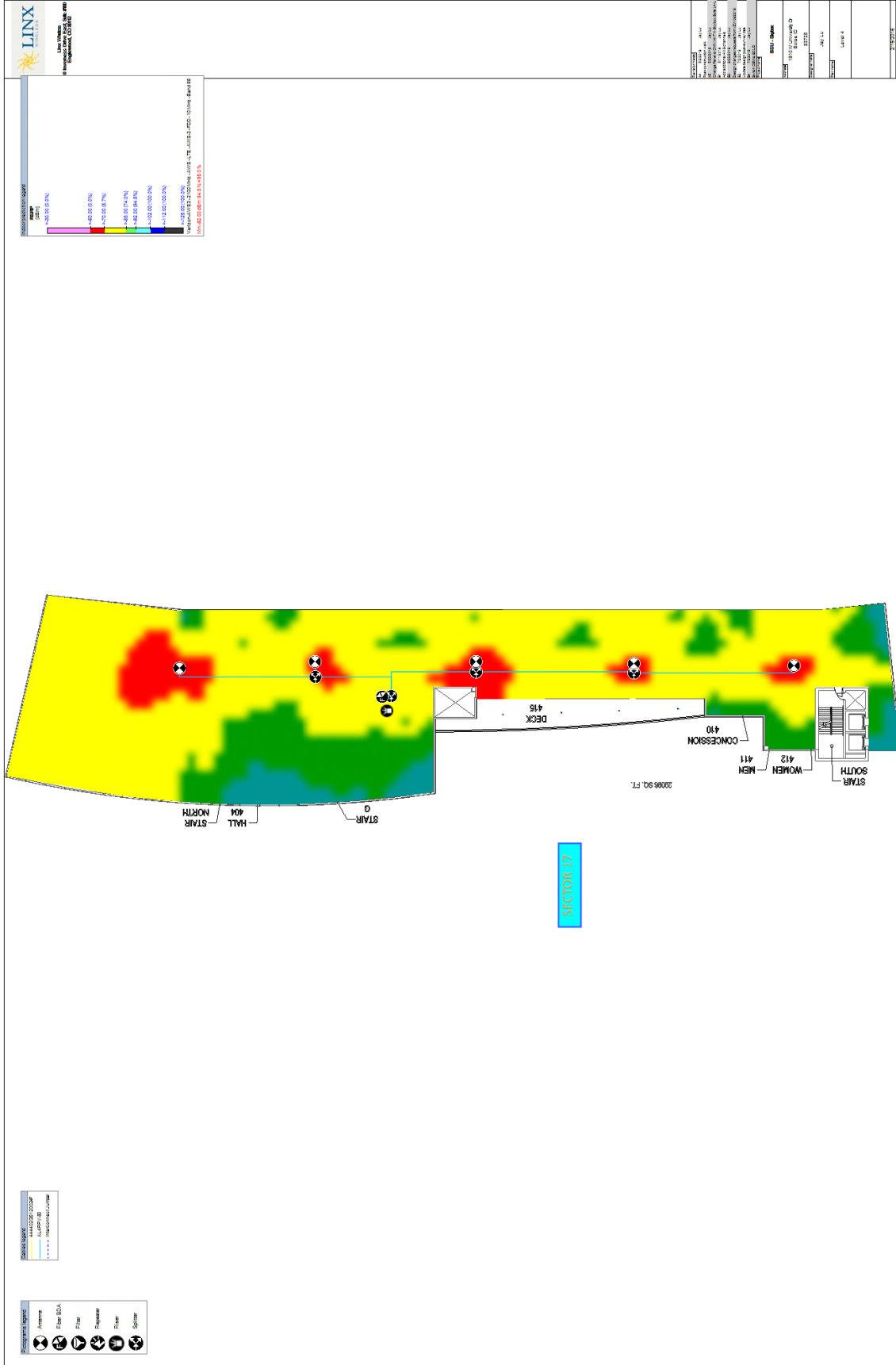


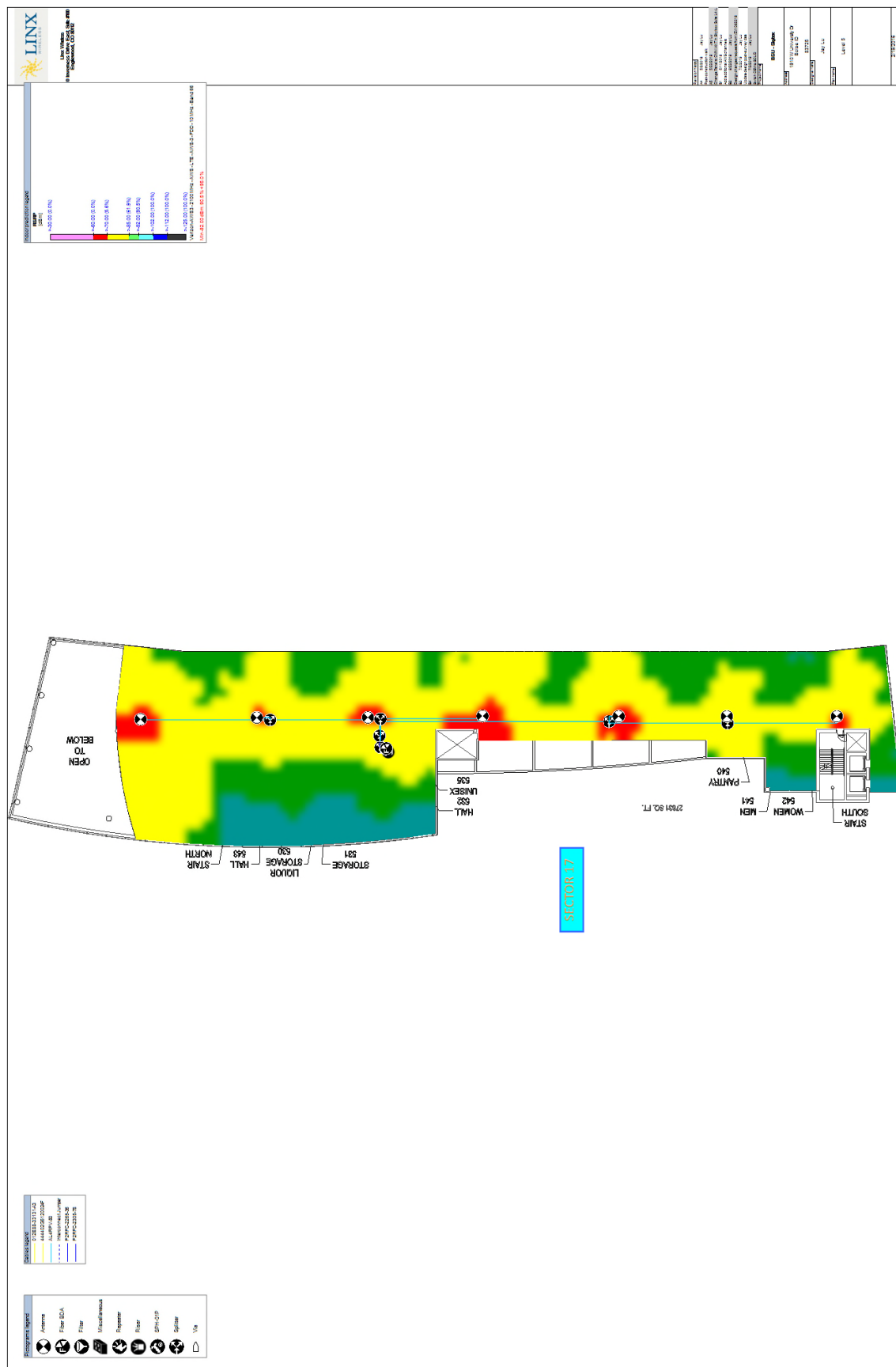


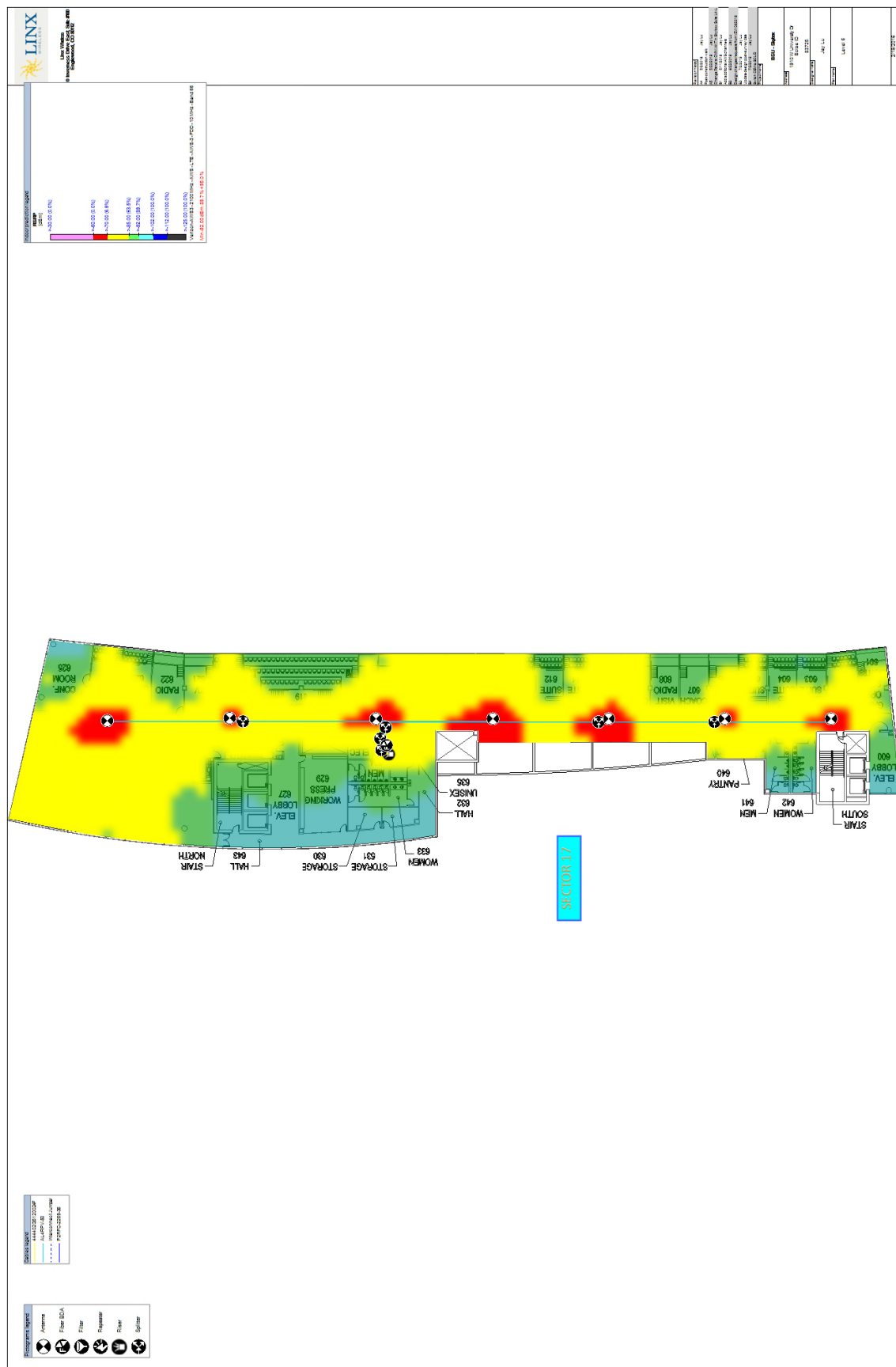


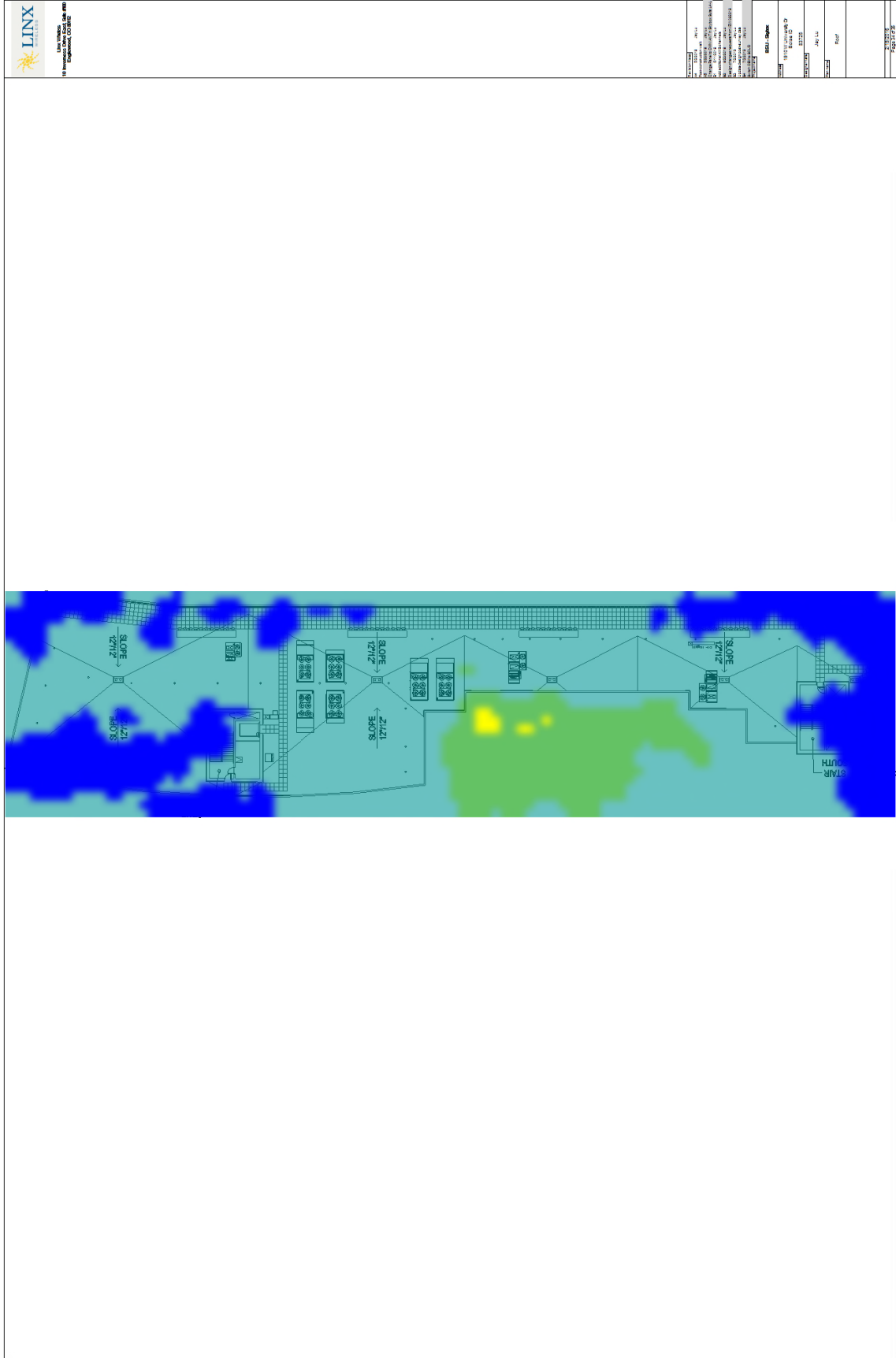




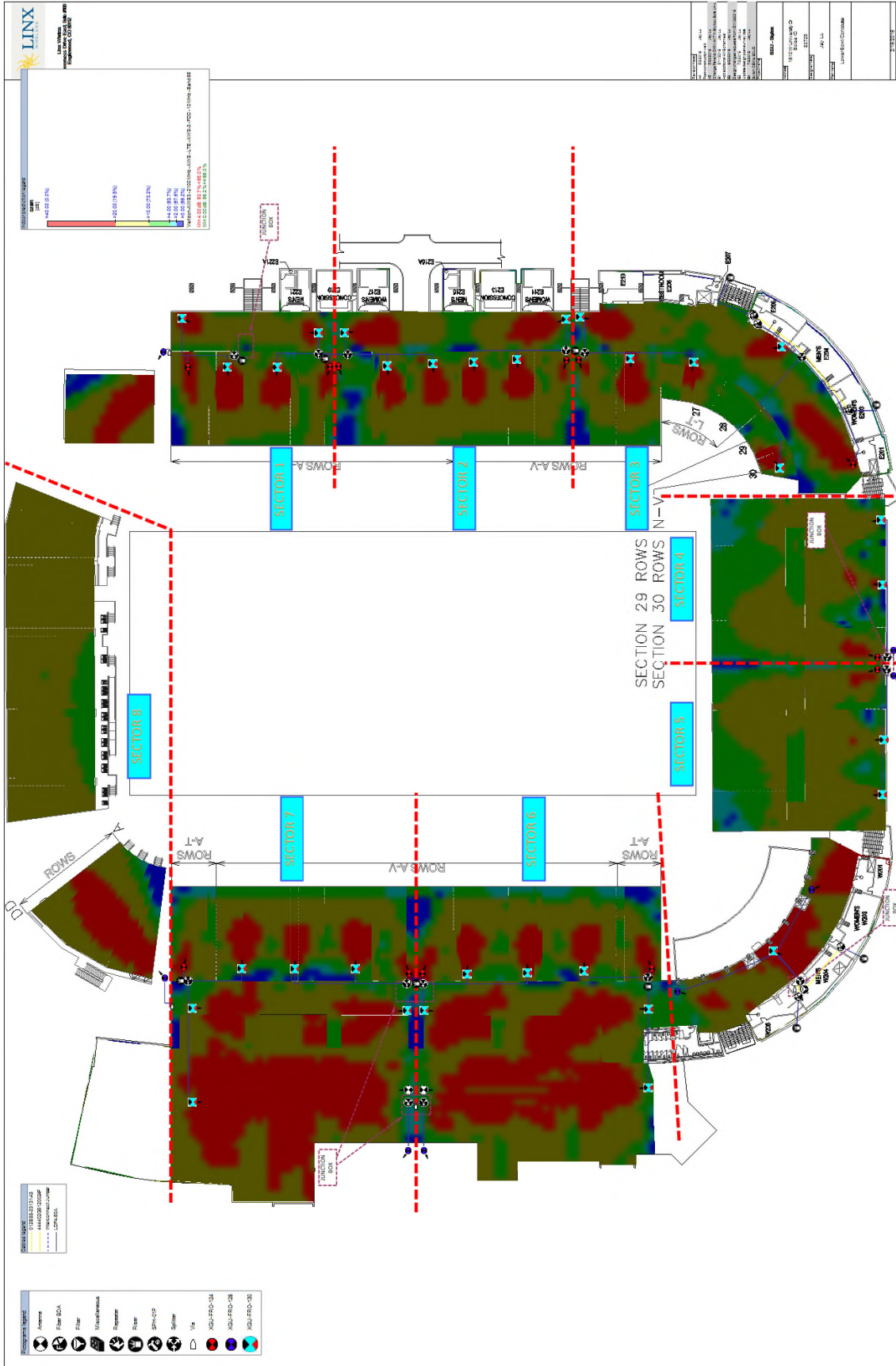


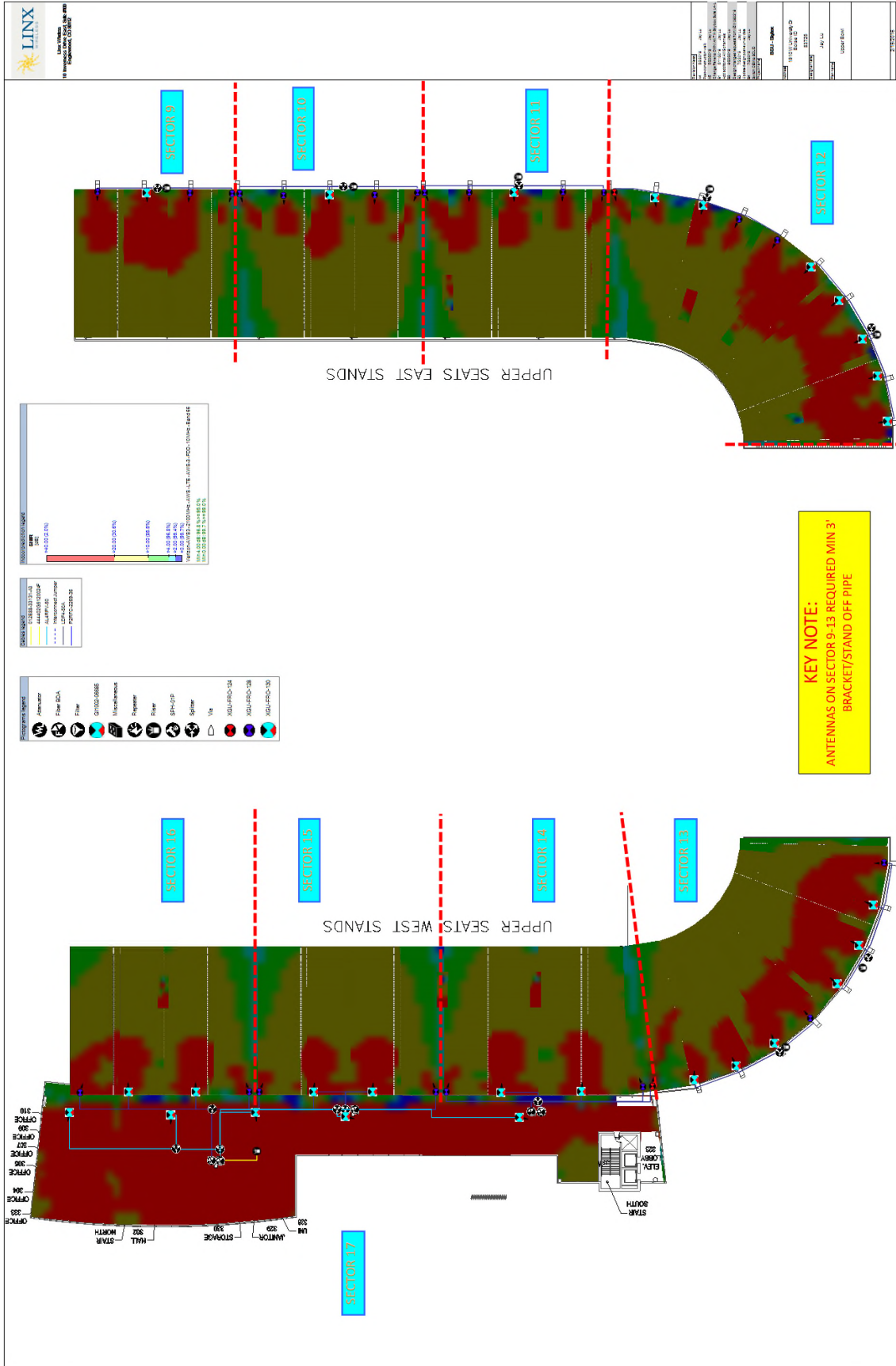


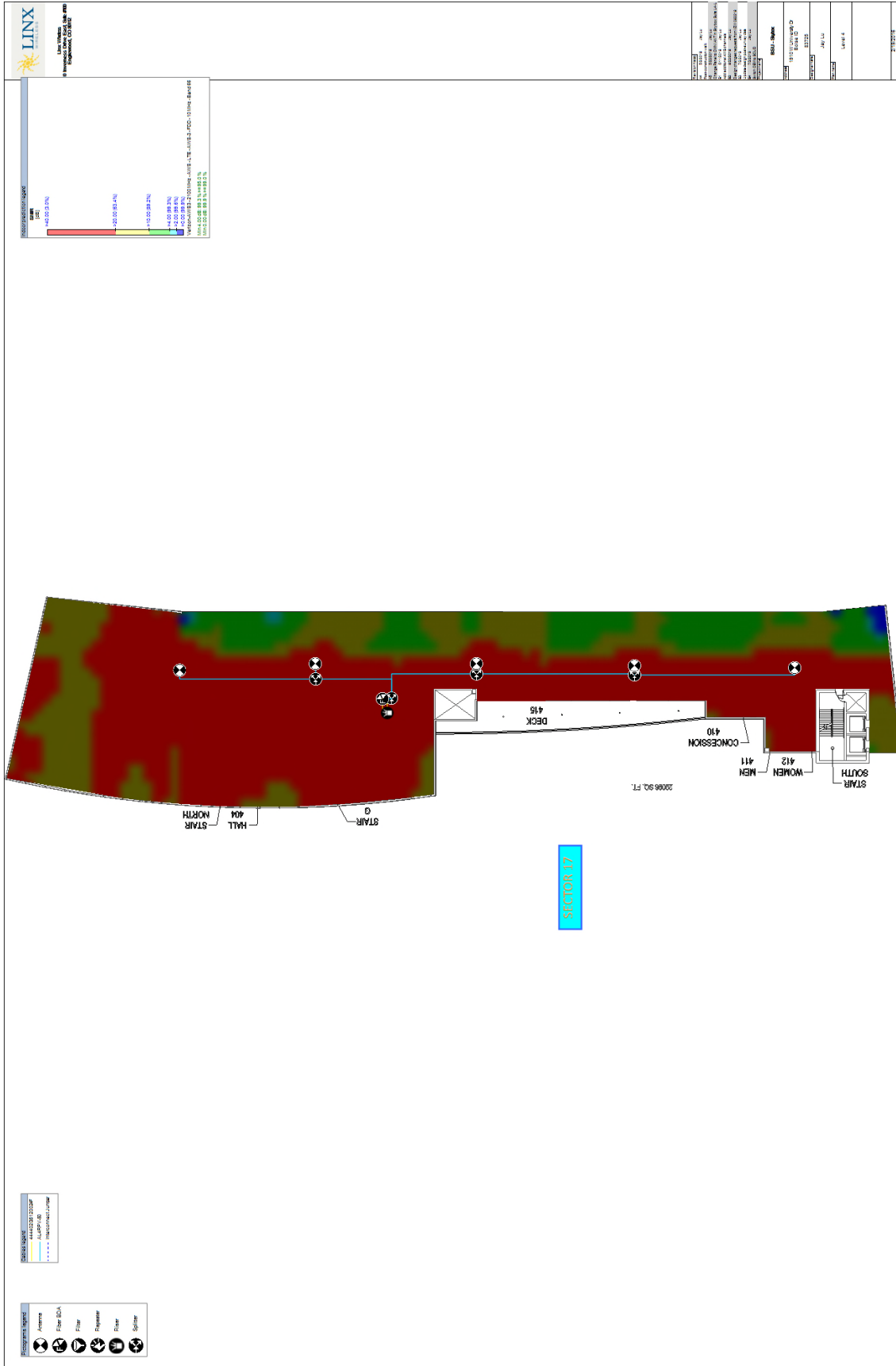


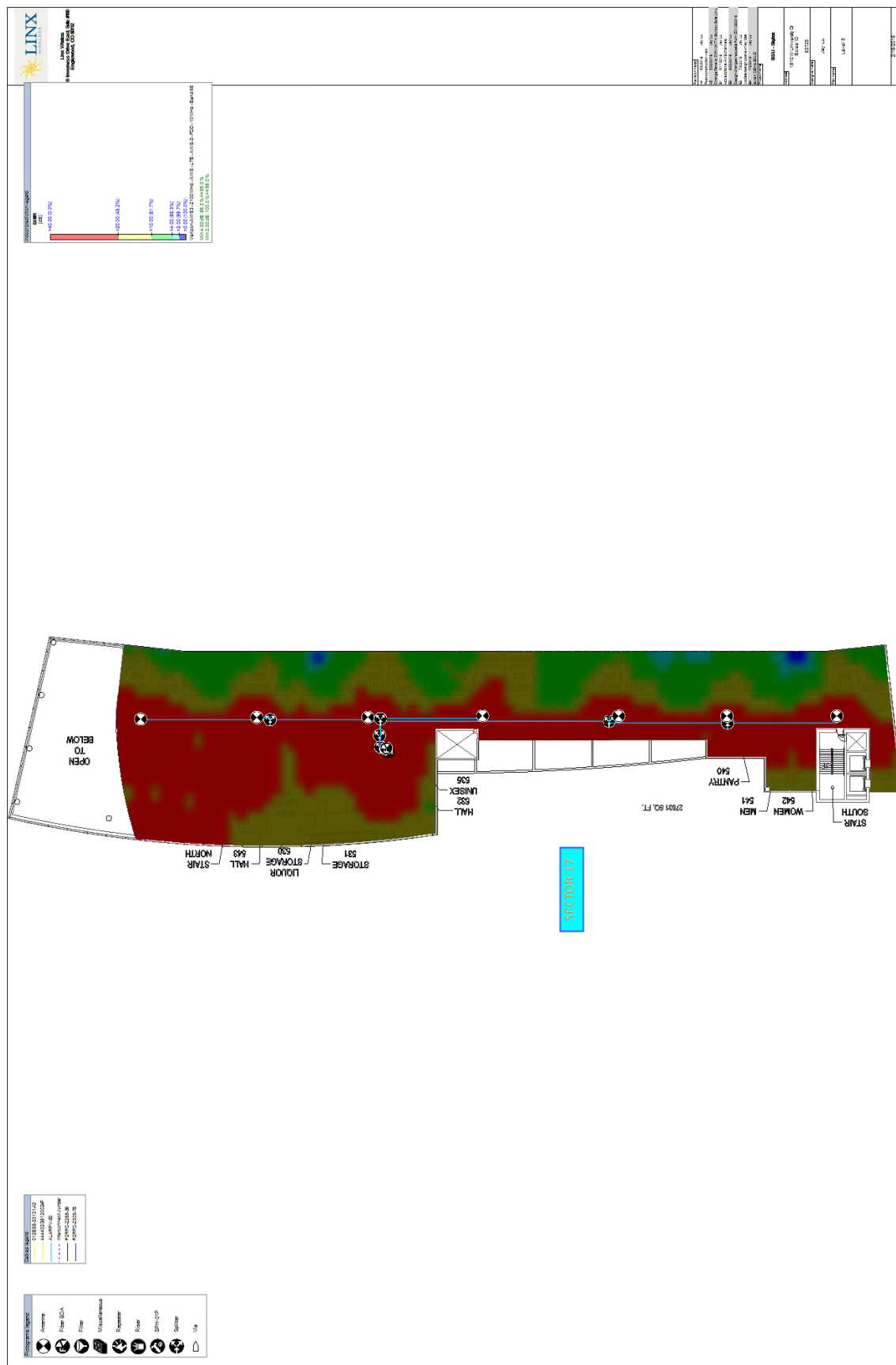


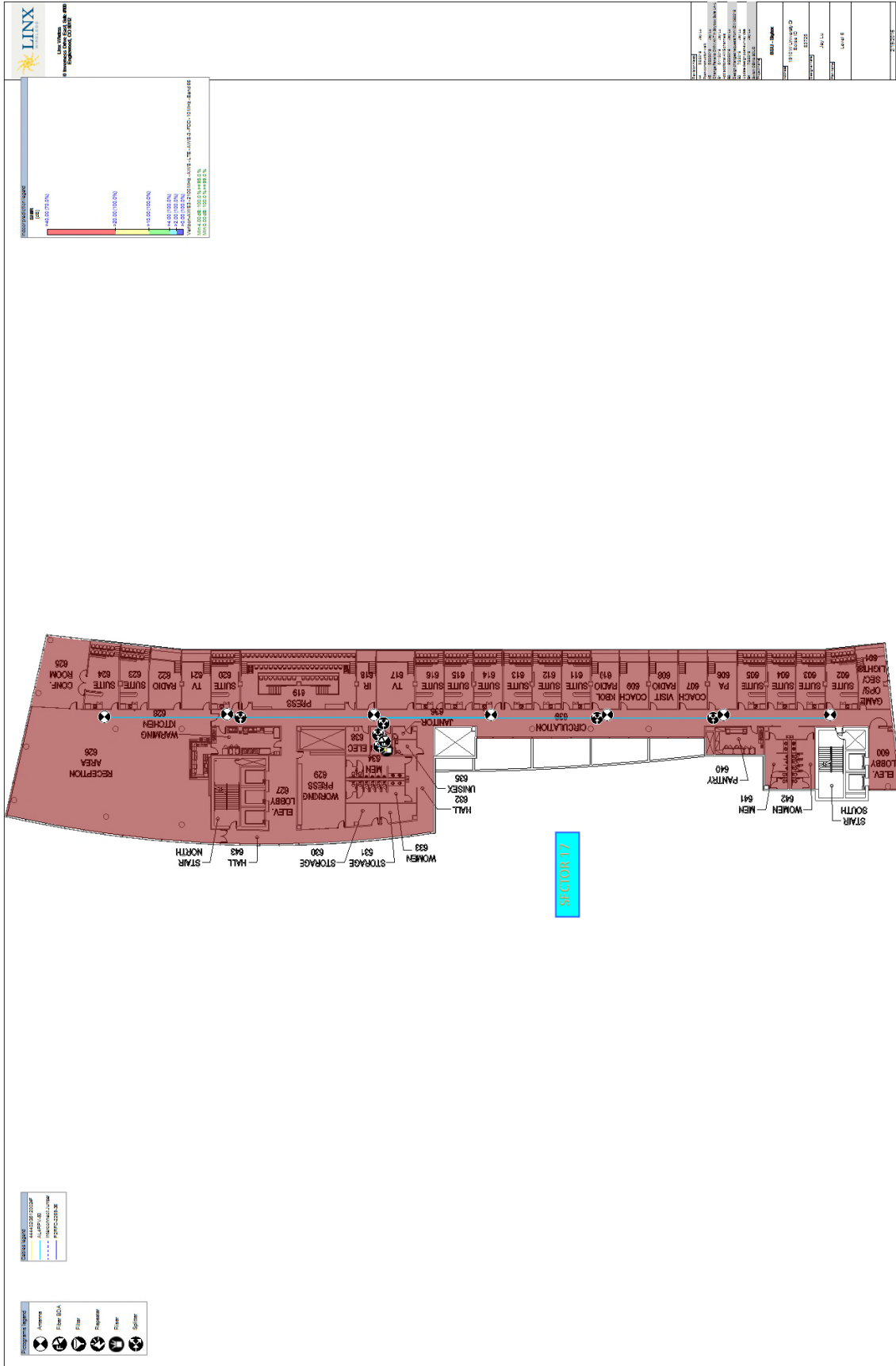


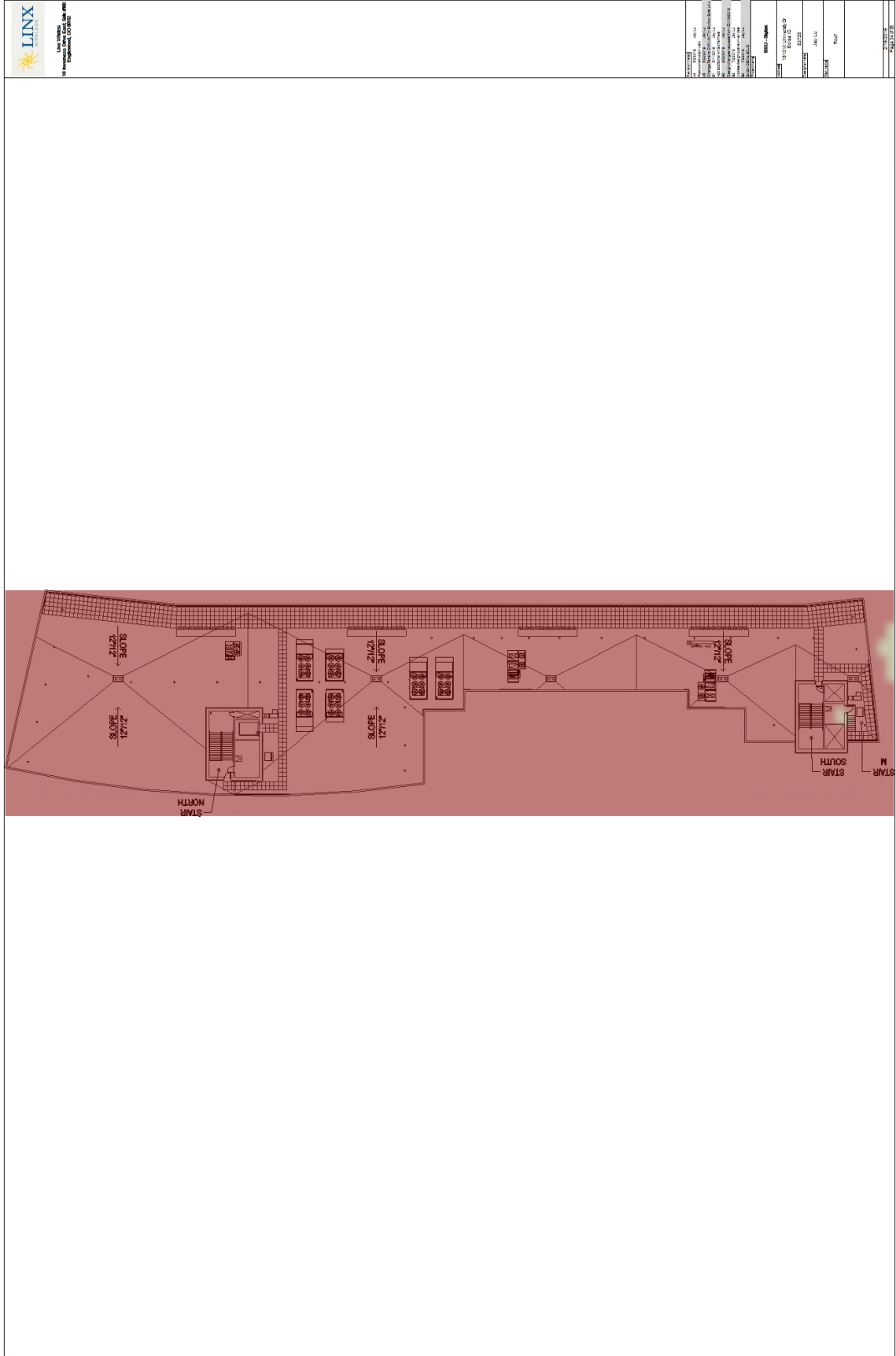




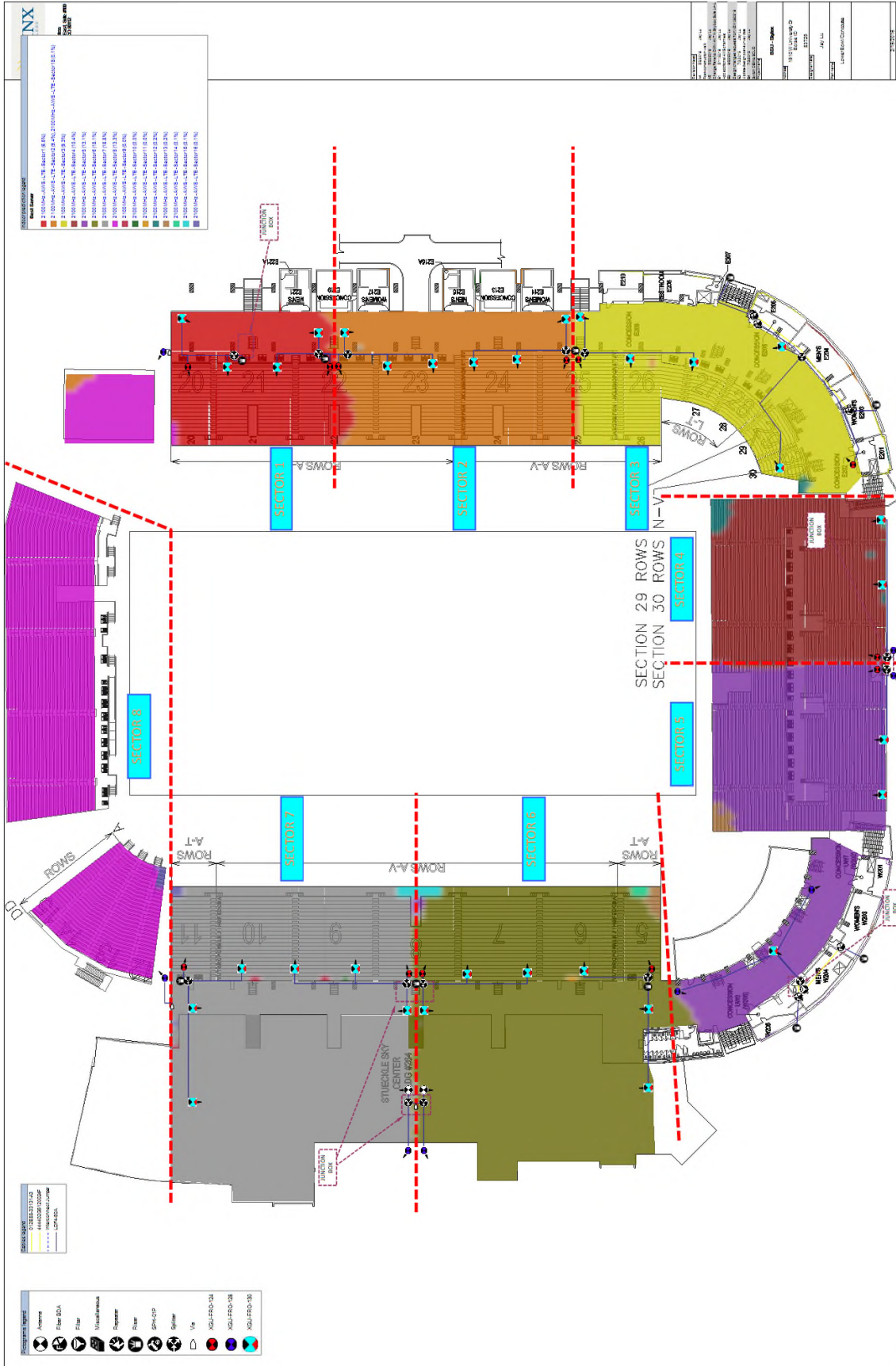




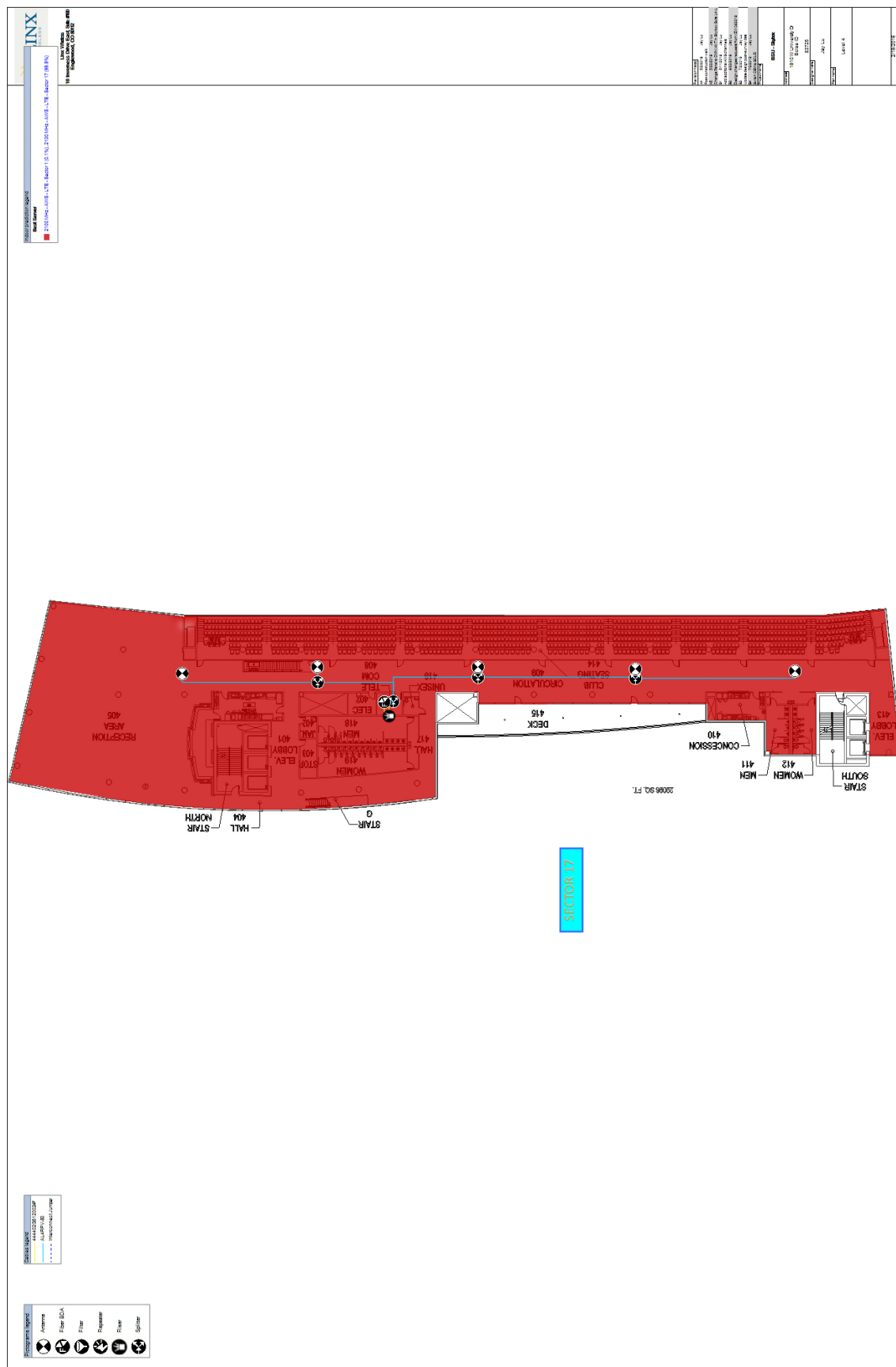


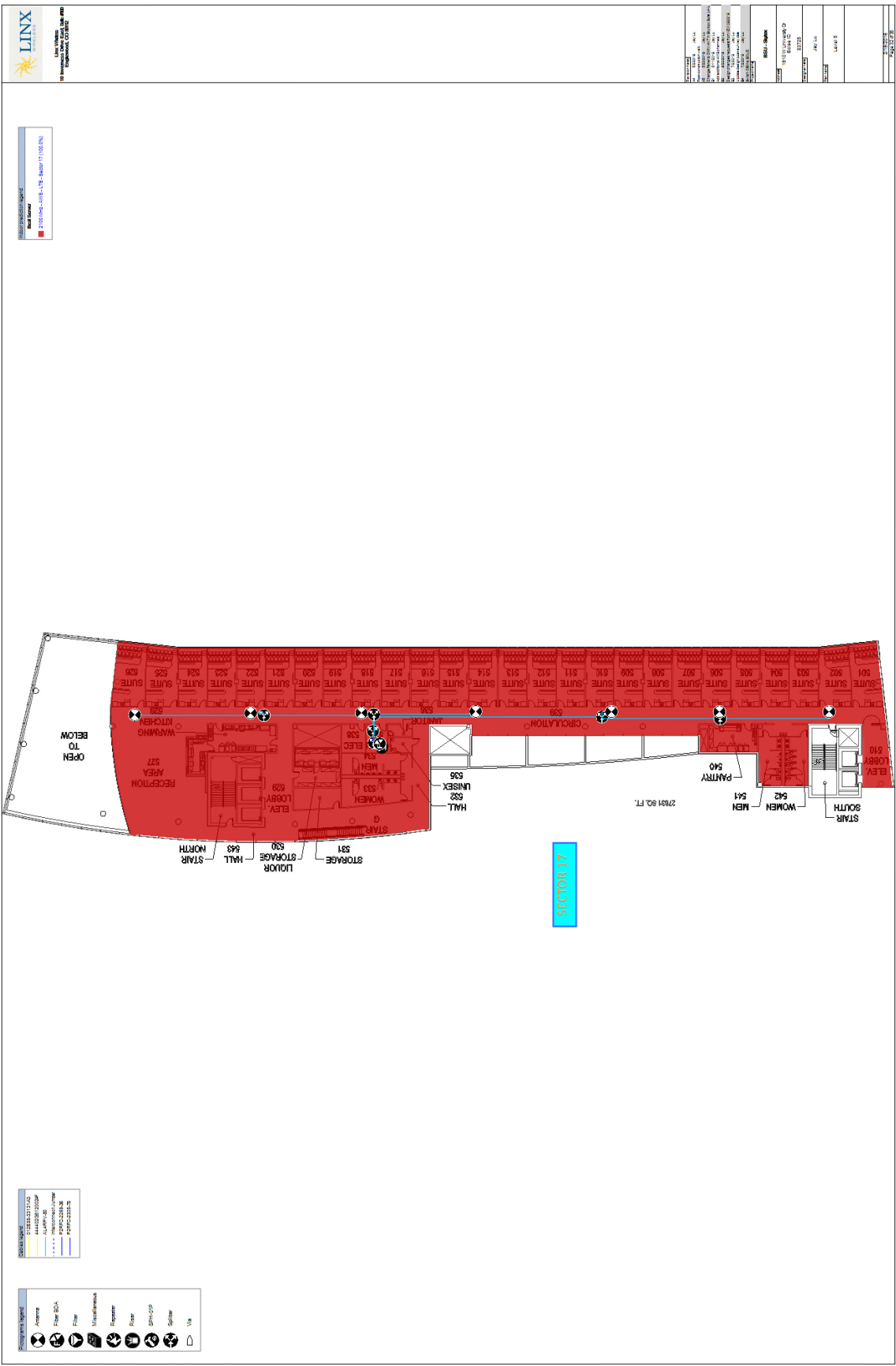


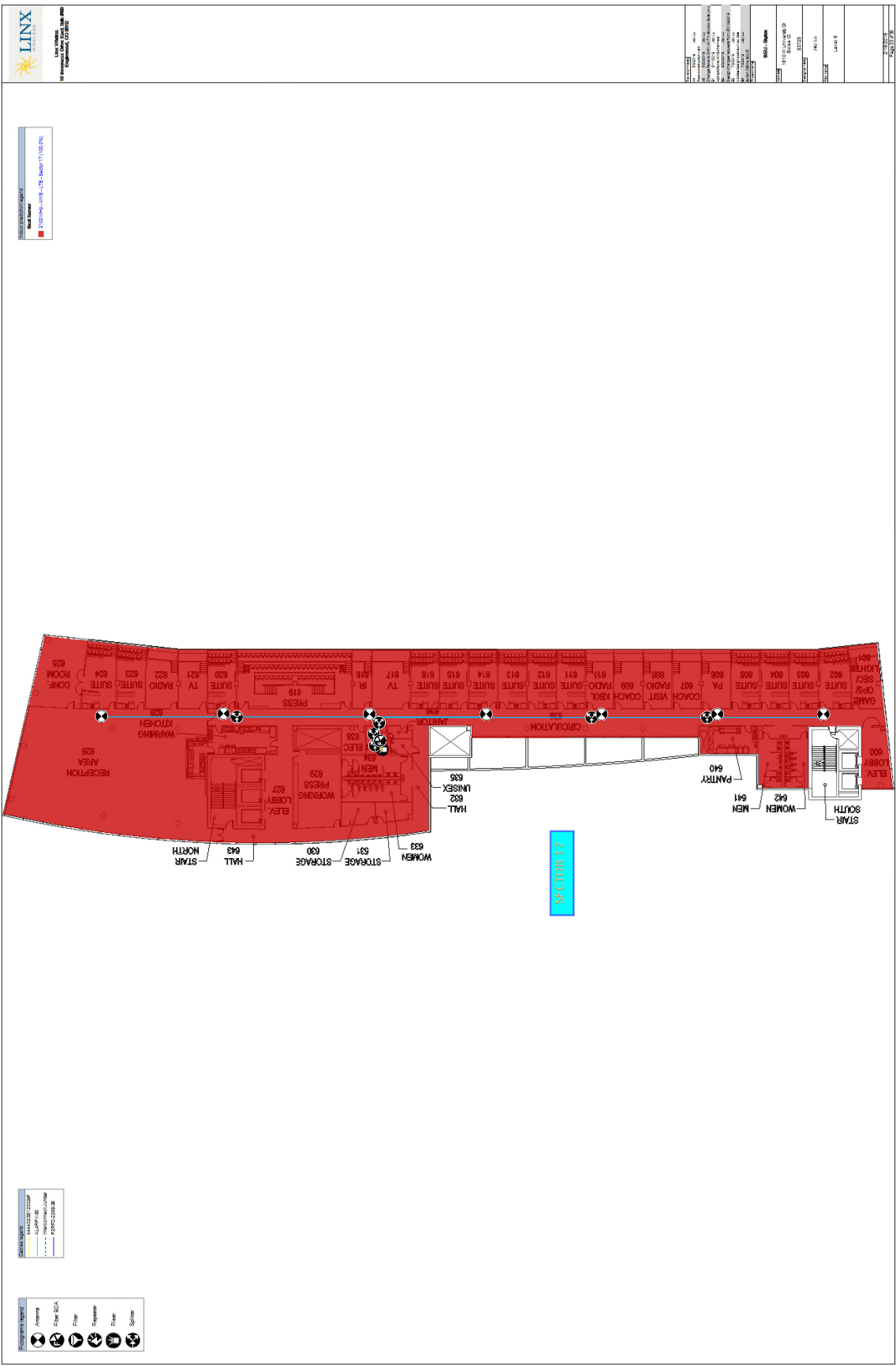


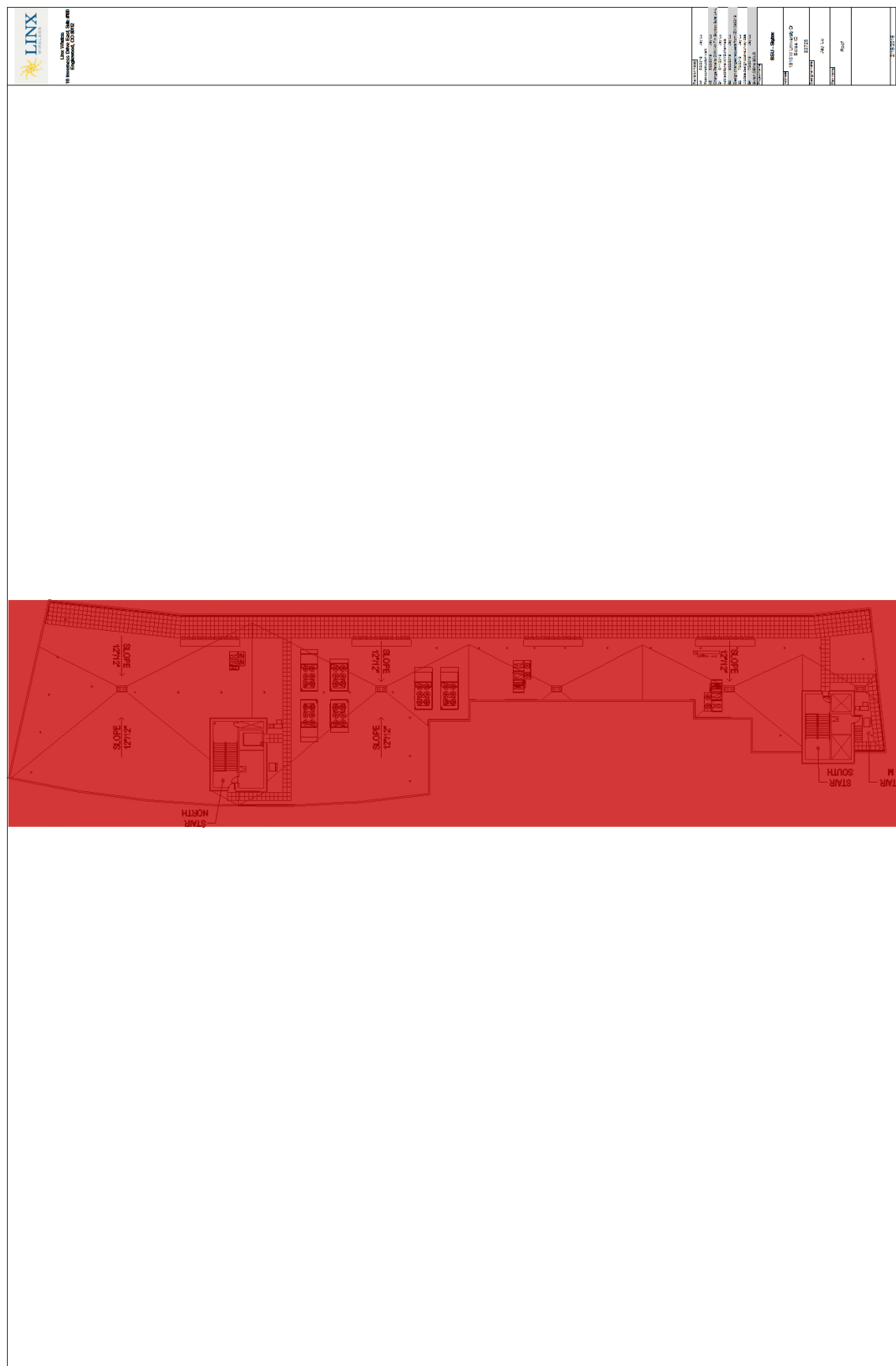


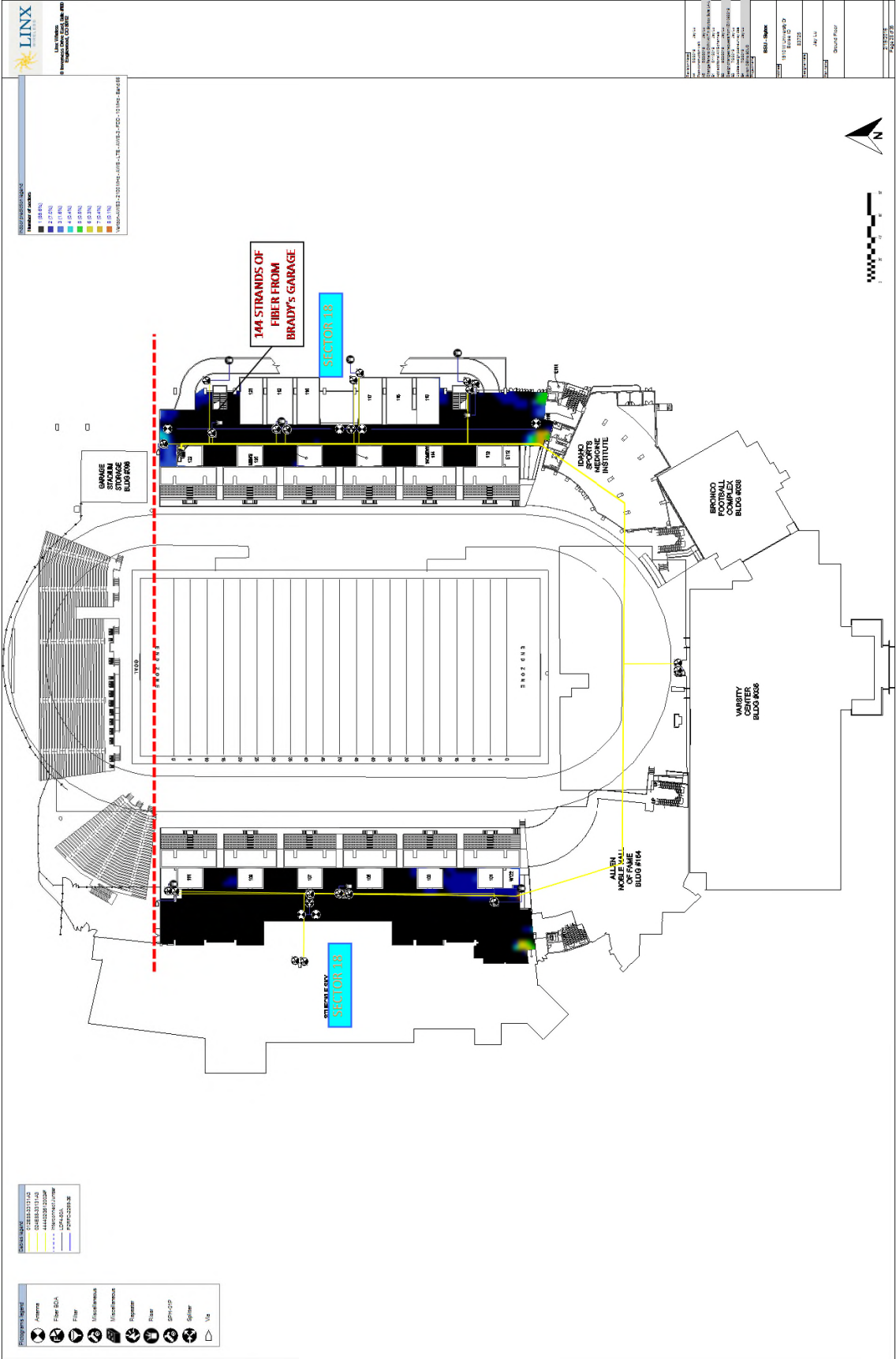


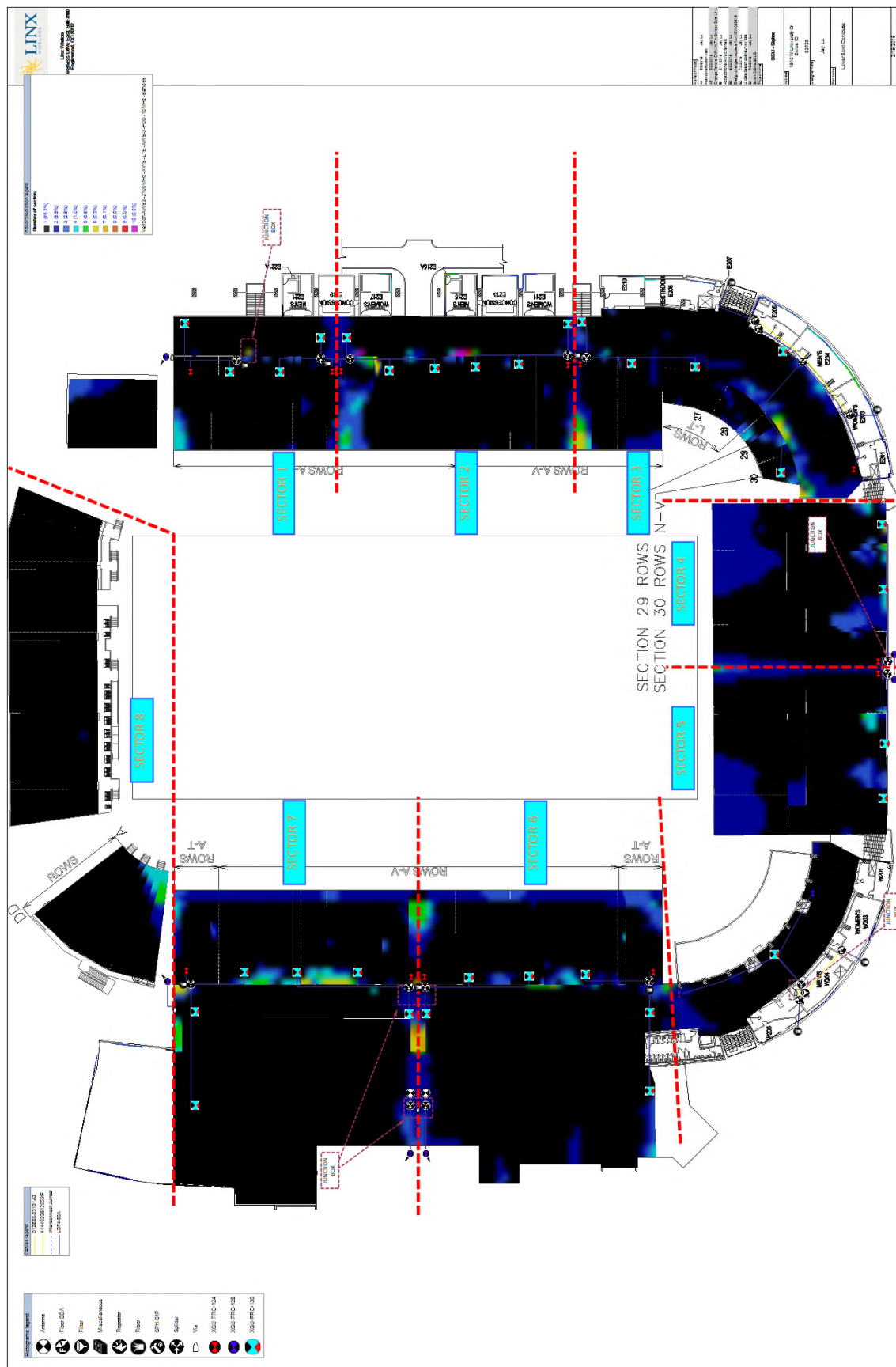




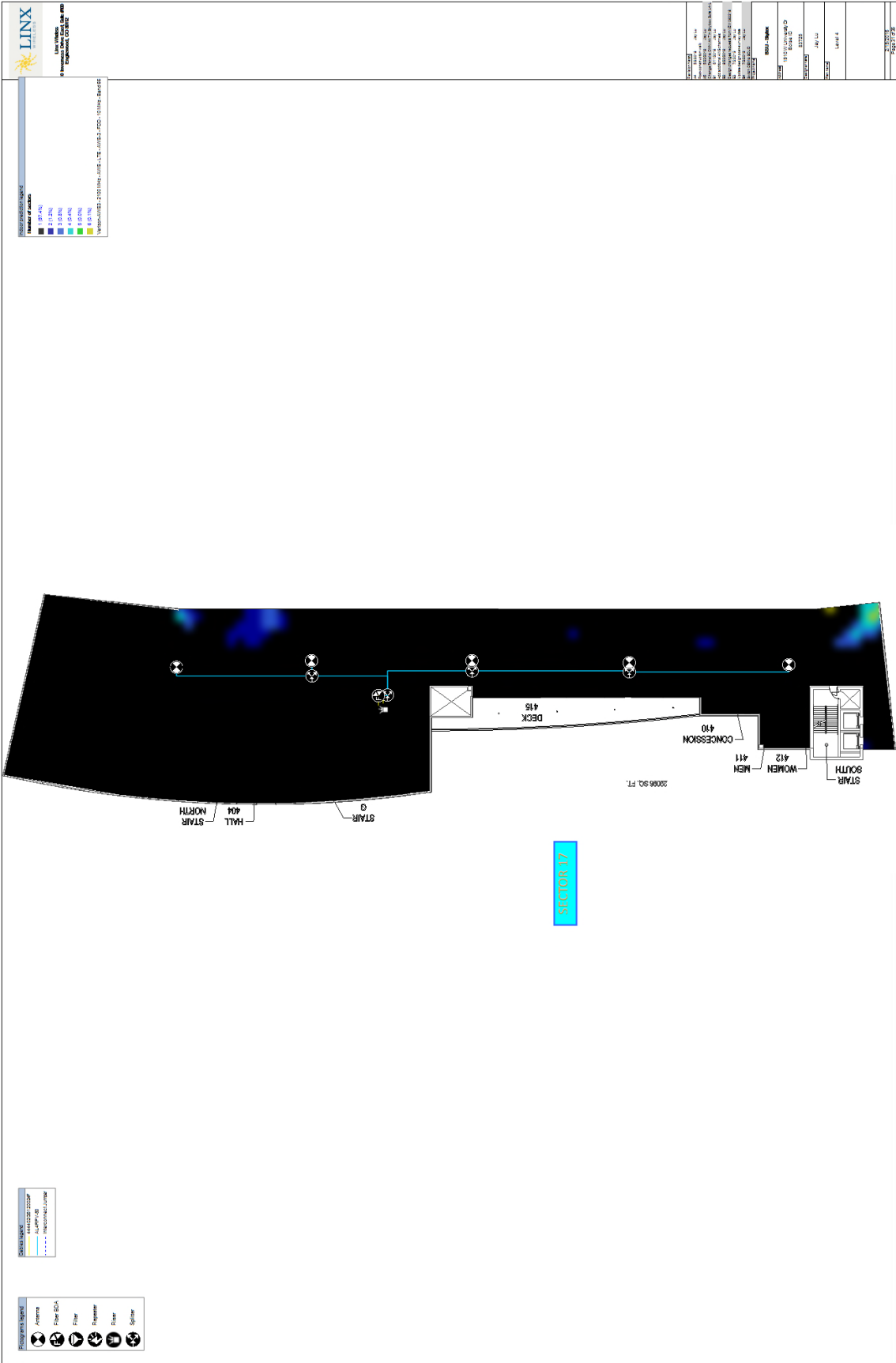




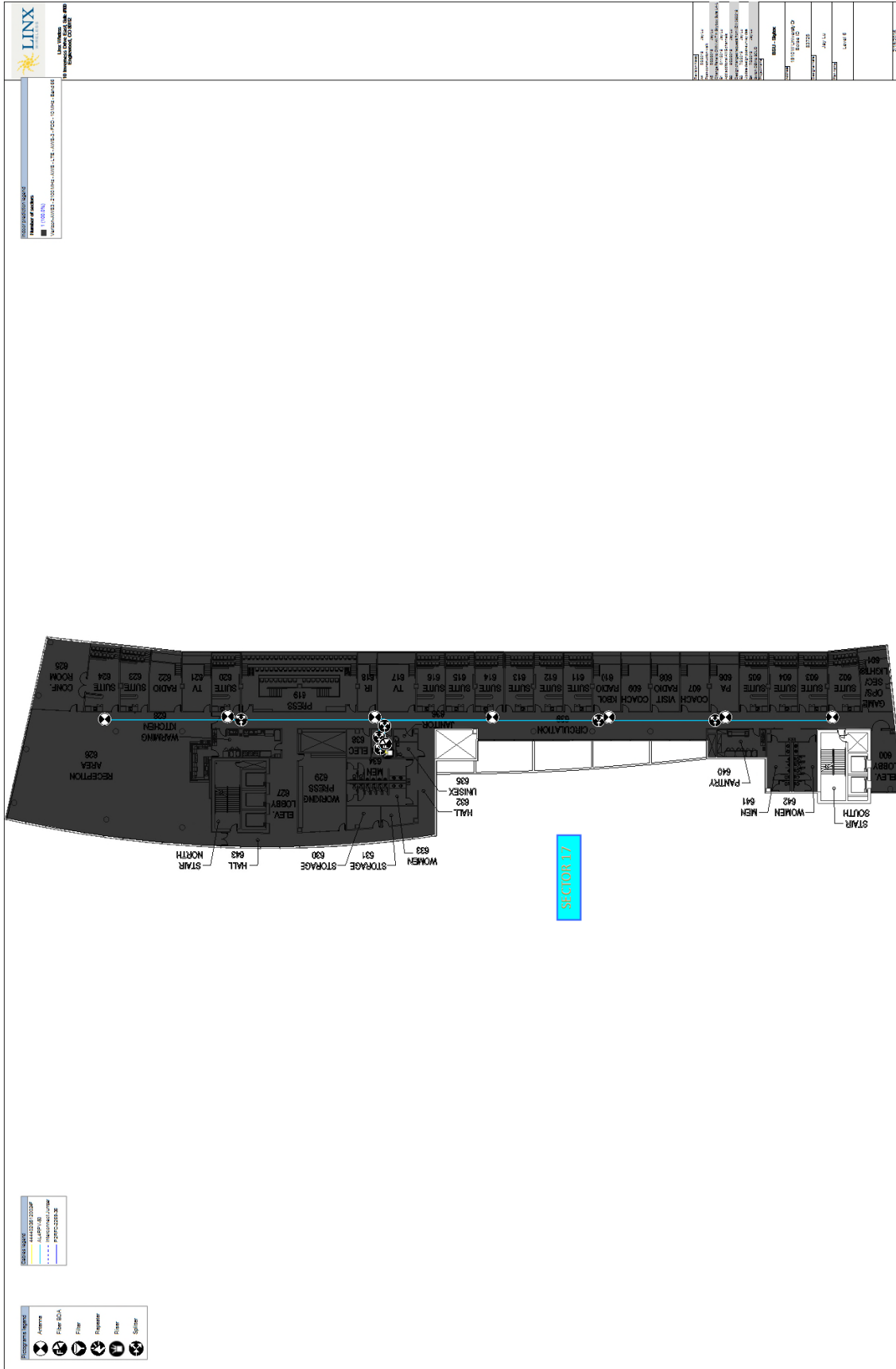














IDAHO STATE UNIVERSITY

SUBJECT

Idaho State University President Residence Maintenance Needs

REFERENCE

August 2018

The Idaho State Board of Education (Board) President requested that Idaho State University (ISU) bring forward a report on the maintenance needs of the President's residence.

APPLICABLE STATUTE, RULE, OR POLICY

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

ALIGNMENT WITH STRATEGIC PLAN

Goal 1: Educational System Alignment, Objective 1: Data Access and Transparency

BACKGROUND/DISCUSSION

Idaho State University's president's residence is a unique asset to the institution and has been the center of many ISU functions for over 65 years. The residence is actively used as an event venue furthering ISU's community relations objectives. The house has significant deferred maintenance issues. Prior to President Satterlee's arrival, the last major renovation projects occurred in 1995 and included remodel of a kitchen and adding limited air conditioning. Certain maintenance items were addressed immediately prior to President Satterlee's appointment to address critical concerns including work in the basement due to significant water damage from flooding, refinishing of flooring on the main and second floors, boiler maintenance, HVAC repairs, and minor aesthetic repairs.

At the August 2018 SBOE meeting, the Board toured the residence for the first time in several years. Dr. Clark, then serving as Board President, encouraged President Satterlee to thoroughly research the deferred maintenance needed on the residence and provide a list of those needs to the Board.

ISU facilities services has developed a 4-year maintenance plan that will address the critical needs of the residence to ensure its overall longevity. The Board is asked to consider the maintenance needs of the home and direct action on this matter. The President has recused himself from making any decision on this matter as to avoid any real or perceived conflict of interest.

IMPACT

By approving the four-year deferred maintenance plan for ISU's president's residence, the facility will remain an operational asset to the institution. It will not only protect the integrity of this historic property but also ensure its use for fundraising and other official ISU events. Funds will be directed from institutional

CONSENT
AUGUST 29, 2019

reserves. If action is not taken, the residence will likely experience critical failures to essential systems and continue to experience ongoing maintenance issues.

The ISU cannot undertake these projects all at once but instead will spread the projects out over the course of several years. Board approval is sought with an indeterminate work schedule to allow the ISU to work these projects into budgets and work schedules that best fit the ISU capital plan over the next several years.

ATTACHMENTS

Attachment 1 – ISU President Residence Deferred Maintenance List

STAFF COMMENTS AND RECOMMENDATIONS

In response to Dr. Clark's request, Idaho State University prepared the list of deferred maintenance projects requested for the president's residence. Institution reserves will be used for these items. The list of deferred maintenance items totals \$299,900. The institution plans to address the maintenance items over four years, thus reducing the annual impact on the reserves.

Idaho State University anticipates using approximately \$6 million of institution reserves to balance its FY2020 budget.

BOARD ACTION

I move to accept and approve the maintenance projects list for the Idaho State University President's House as provided in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



Revision 7/9/2019

Four Year Capital Improvement Budget

Description	FY 2020	FY 2021	FY 2022	FY 2023	Contingency/ Emergency
Plumbing assesment and updates		\$1,800	\$40,000		
HVAC - boilers replaced				\$30,000	
Gas line repairs	\$3,800				
Final upates to heating and cooling systems	\$7,000				
Repair N.W. concrete slab to fix drainage/flooding issues (downspout reconfiguration, concrete and flood repairs)	\$12,850				
Update and repair flat roof over patio	\$8,400				
Roof replacement			\$29,000		
Gutter system repairs and replacement	\$14,950				
Exterior screens	\$2,000				
Main level - remove wallcovering, paint, tape, texture *		\$15,000	\$17,000		
Second level - remove wallcovering, paint, tape, texture - S.W. bedroom, N.E. bedroom*	\$5,000.00	\$4,200			
2 Stairwells - remove wallcovering, paint, tape texture	\$9,000.00				
Exterior repainting, caulking, sealing -			\$26,000		
Flooring replacement					
Service kitchen and back stairs		\$4,400.00			
Flooring replacement - Stairs from kitchen to second level		\$1,300.00			
Basement LVT area		\$1,200.00			
LVT to be installed in sun room and kitchen area		\$7,200.00			
Basement cabinetry and woodwork updates and repairs		\$8,700.00			
Basement laminate replacement		\$1,600.00			
Granite repair		\$7,000.00			
Snow melt system repair				\$8,500.00	
Masonry repairs	\$4,000.00				
Contingency/Emergency Failure					\$30,000.00
\$299,900	\$67,000	\$52,400	\$112,000	\$38,500	\$30,000
4 year outlay total					

CONSENT
AUGUST 29, 2019

SUBJECT

Programs and Changes Approved by Executive Director - Quarterly Report

REFERENCE

December 2018	Board received quarterly report
February 2019	Board received quarterly report
June 2019	Board received quarterly report

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

In accordance with Board Policy III.G.3.c.i.2. and 4.b.i.2., 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 June 2019 and August 2019 by the Executive Director.

ATTACHMENTS

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

BOARD ACTION

I move to accept the quarterly report on programs and changes approved by the Executive Director.

Moved by _____ Seconded by _____ Carried Yes_____ No_____

CONSENT
AUGUST 29, 2019

Academic Programs

Approved by Executive Director
June 2019 and August 2019

Institution	Program Changes
BSU	Discontinue AS in Criminal Justice
UI	Discontinue Bachelor of Science, Family and Consumer Sciences major, Food and Nutrition option at the UI Coeur d'Alene campus
UI	New Bachelor of Arts in Criminology

Institution	Other Program Changes (Does not require approval but requires notification to OSBE per policy III.G.)
BSU	Undergraduate Certificate, Inquiry Based Early Childhood Education
BSU	<ul style="list-style-type: none">• Graduate Certificate, Literacy Instruction• Graduate Certificate, Literacy Partnership• Graduate Certificate, Consulting Literacy Teacher
UI	Reorganization of option: <ul style="list-style-type: none">• Change the name of the General Geology option to Physical Geology Option• Combine existing Environmental Geology and Hydrogeology options into one option entitled Environmental Hydrogeology option• Discontinue Resource Exploration, Structural Geology, and Tectonics options
UI	Diversity and Inclusion Certificate (online option)
UI	Concurrent Juris Doctorate and Masters of Public Administration and Concurrent Juris Doctorate and Masters of Science in Applied Economics

Career Technical Education Programs

Approved by Executive Director

Institution	Program Changes
CSI	Associate of Applied Science, Applied Technology and Apprenticeship
ISU	Discontinue ITC and AAS, Massage Therapy
NIC	Addition of a Basic Technical Certificate, Aviation Maintenance
NIC	Addition of an Intermediate Technical Certificate, Mechatronics under the Industrial Mechanics/Millwright program
NIC	Addition of an Associate of Applied Science in Wastewater Treatment in the Wastewater Plan Technician program

CONSENT
AUGUST 29, 2019

SUBJECT

Idaho Established Program to Stimulate Competitive Research (EPSCoR)
Committee Appointments

REFERENCE

October 2014	Board appointed Dr. Todd Allen as the INL Representative to the Idaho EPSCoR Committee (Replacing Dr. Hill)
February 2015	Board appointed Senator Tippits to the Idaho EPSCoR Committee (Replacing Senator Goedde)
April 2015	Board appointed Dr. Cornelis J. Van der Schyf to the Idaho Established Program to Stimulate Competitive Research (replacing Dr. Howard Grimes)
October 2015	Board reappointed Representative Maxine Bell and Doyle Jacklin and appointed Gynii Gilliam and Senator Roy Lacey (replacing Doug Chadderdon and Senator Tippits, respectively)
June 2016	Board appointed Dr. Kelly Beierschmitt to the committee (replacing Todd Allen)
December 2016	Board reappointed Laird Noh, and appointed Dr. David Hill and Skip Oppenheimer to the committee.
April 2017	Board appointed Senator Nye to the committee, replacing Senator Lacey.
June 2017	Board reappointed David Tuthill and Leo Ray to the committee, both representing the private sector.
October 2018	Board appointed Dr. Harold Blackman (replacing Dr. Mark Rudin) and Dr. Todd Combs (replacing Dr. Kelly Beierschmitt).
June 2019	Board reappointed David Barneby and Gynii Gilliam to the committee, both representing the private sector.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.W., Higher Education Research

ALIGNMENT WITH STRATEGIC PLAN

Goal 1: EDUCATIONAL SYSTEM ALIGNMENT – Objective B: Alignment and Coordination

BACKGROUND/DISCUSSION

The Established Program to Stimulate Competitive Research (EPSCoR) represents a federal-state partnership to enhance the science and engineering research, education, and technology capabilities of states that traditionally have received smaller amounts of federal research and development funds. As a participating state, Idaho EPSCoR is subject to federal program requirements and policies established by the Idaho State Board of Education (Board). The purpose

CONSENT
AUGUST 29, 2019

of EPSCoR is to build a high-quality, academic research base to advance science, technology, engineering and mathematics (STEM) to stimulate sustainable improvements in research and development capacity and competitiveness.

Idaho EPSCoR is guided by a committee of sixteen (16) members appointed by the Board for five (5) year terms. The membership of this committee is constituted to provide for geographic, academic, business and state governmental representation as specified in Board Policy III.W. and includes the vice presidents for Research from the University of Idaho, Boise State University, and Idaho State University who serve as voting ex-officio members. Members are allowed to serve up to three (3) consecutive terms. Ex-officio members serve without terms.

The Idaho EPSCoR Committee is recommending the appointment of Dr. Scott Snyder, interim Vice President for Research at Idaho State University, to replace Dr. Cornelis J. Van der Schyf; Representative Laurie Lickley, Legislative District 25 to replace Ms. Maxine Bell; and Mr. Greg Wilson to represent the Governor's Office.

ATTACHMENTS

- Attachment 1 – Current Committee Membership
- Attachment 2 – Biography, Dr. Scott Snyder
- Attachment 3 – Letter of Intent, Dr. Scott Snyder
- Attachment 4 – Biography, Representative Laurie Lickley
- Attachment 5 – Letter of Intent, Representative Laurie Lickley
- Attachment 6 – Biography, Mr. Greg Wilson

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to appoint Dr. Scott Snyder to the Established Program to Stimulate Competitive Research – Idaho Committee to serve as the Idaho State University representative.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to appoint Representative Laurie Lickley to the Established Program to Stimulate Competitive Research – Idaho Committee to serve as the representative of the House of Representatives.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

CONSENT
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I move to appoint Mr. Greg Wilson to the Established Program to Stimulate Competitive Research – Idaho Committee to serve as the representative of the Governor's Office.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**CONSENT
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ATTACHMENT 1

EPSCoR Committee Members

VOTING MEMBERS (16 members)

Member Name	Original Appt.	Re-appointment	Expires	Representing	Position	Board Meeting
Barneby, David G.	9/9/2008	6/30/2019	6/30/2024	Private Sector	(Retired)VP Nevada Power	12/19/2013 2/27/2014 6/20/2019
Combs, Todd	10/18/2018		6/30/2021	INL		10/18/2018
Vacant				House of Rep	House of Rep.	
Borud, Matt	4/17/2014		Ex-officio	Commerce	Idaho Department of Commerce	4/17/2014
Dave Tuthill	8/16/2012	6/15/2017	6/30/2022	Private Sector		6/15/2017 8/16/2012
Gilliam, Gynii	10/22/2015	6/30/2019	6/30/2024	Private Sector		10/22/2015 6/20/2019
Jacklin, Doyle	12/13/2006	2/18/2010 10/22/2015	6/30/2020	Private Sector		4/22/2005 2/18/2010 10/22/2015
Nelson, Janet	12/15/2016		Ex-officio	VPR	UI - VPR	12/15/2016
Noh, Laird	12/13/2006	7/1/2011 7/1/2016	6/30/2021	Private Sector	Vice-Chair	(6/27/2012) 12/9/2010 12/15/2016
Nye, Mark	4/20/2017		6/30/2020	Senate	State Senate	4/20/2017
Oppenheimer, Skip	12/15/2016		6/30/2021	Private Sector		12/15/2016
Ray, Leo	12/16/2006	7/1/2011 6/15/2017	6/30/2022	Private Sector	Fish Breeders	(6/27/2002) 12/9/2010 6/15/2017
Blackman, Harold	10/18/2018		Ex-officio	VPR	BSU - VPR	10/18/2018
Vacant				Private Sector		
Stevens, Dennis	(1/23/01) 4/22/2005	4/22/2005 2/18/2010 10/22/2015	6/30/2020	Private Sector	Physician	4/22/2005 2/18/2010 10/22/2015
Vacant			Ex-officio	VPR	ISU - VPR	

NON-VOTING MEMBERS (2 members)

Member Name	Original Appt.		Expires		Position	
Vacant	----		Ex-officio		Representative from Governors Office	
David Hill	12/15/2016		Ex-officio		Idaho State Board Members	12/15/2016

Dr. Scott Snyder is currently the Dean of the College of Science and Engineering at Idaho State University (ISU), a position he started in June 2018. In December 2018, Scott was appointed ISU's interim Vice President for Research. Previous to moving to ISU, Dr. Snyder served as Chief Research Officer and Associate Vice Chancellor at the University of Nebraska Omaha (UNO) for nearly eight years and was UNO's representative on the Nebraska EPSCoR Committee. In 2013, Dr. Snyder was appointed Interim Executive Director of the Peter Kiewit Institute, a teaching and research institute comprised of UNO's College of Information Science and Technology and the University of Nebraska Lincoln's College of Engineering in Omaha. Prior to rejoining UNO in an administrative capacity, Scott served as a Program Director in the Division of Environmental Biology at the National Science Foundation. Scott first joined UNO in 2001 as a faculty member in Biology where he became a full professor in 2008. Snyder previously held a faculty position at the University of Wisconsin Oshkosh and was an NSF/Alfred P. Sloan Postdoctoral Fellow in Molecular Evolution at the University of New Mexico. Scott earned his Ph.D. in parasitology at the University of Nebraska-Lincoln, where he also earned his B.S. in biology. His M.S., also in parasitology, comes from Wake Forest University. Dr. Snyder's research interests lie in parasite biodiversity and in exploring the evolutionary relationships of parasites, particularly those that live in and on reptiles and amphibians. He has conducted field research around the world, with a special focus on NSF-funded work in Australia, where he has spent considerable time in the Outback, collecting turtles, crocodiles, and their parasites. Scott has extensive teaching and mentoring experience in the classroom, in the field, and in the research laboratory. Dr. Snyder was chair of UNO's Athletics Committee and served as *ex officio* on the Board of Directors of the University of Nebraska Medical Center's technology development corporation (UNeMed). He spent time on the Board of Directors for the National Strategic Research Institute, which works closely with U.S. Strategic Command (USSTRATCOM) on research central to their mission of combatting weapons of mass destruction. Scott also serves as an advisor to the USSTRATCOM's Strategic Advisory Group.

Idaho State UNIVERSITY

Office for Research
921 S. 8th Avenue, Stop 8130 • Pocatello, Idaho 83209-8130

July 18, 2019

Dr. Laird Noh
Chair, Idaho EPSCoR Committee
875 Perimeter Drive, MS 3029
Moscow, ID 83844-3029

Dear Dr. Noh:

With this letter I formally express my interest in membership on the Idaho EPSCoR Committee as a representative from Idaho State University. I have served on a similar EPSCoR committee in the state of Nebraska and believe I can bring value to your efforts.

Sincerely,



Scott D. Snyder
Interim Vice President for Research

Laurie Lickley Bio:

Representative Laurie Lickley is a native of Salmon, ID and a 1990 graduate of the University of Idaho with a B.S. degree in Agricultural Economics. She and her husband raised their two children on the family's century farm and ranch in Jerome. Along with the day-to-day ranch and farm operations in Idaho and Nevada, Laurie served Idaho's beef industry from the local to the national level, most recently as President of the Idaho Cattle Association. She also served as a director for the National Cattlemen's Beef Association from 2009-2011 and again from 2014-2016. Laurie is lifetime affiliate member and former board member of Leadership Idaho Agriculture and just completed her term as President of the Jerome Rotary. She is also on the Partner Advisory Council for the UI Rangeland Center.

Laurie is in her first term in the Idaho House of Representatives from LD25 and serves on Health and Welfare, Resources and Conservation, and the Environment, Energy, and Technology Committees.

Laurie Lickley DISTRICT 25, Jerome & Twin Falls Counties HOME ADDRESS 445 E. 400 South Jerome, ID 83338 (208) 420-7975 EMAIL: LLickley@house.idaho.gov	House of Representatives State of Idaho	COMMITTEES Environment, Energy & Technology Health & Welfare Resources & Conservation

13 July 2019

Dear Chairman Noh, Idaho EPSCoR, and Idaho State Board of Education,

Thank you for the opportunity to be considered for the Idaho EPSCoR State Committee. Science and technology are the keys to unlock the future of Idaho and our nation, and I welcome the chance to be at the table to help identify those high-quality research projects.

A collaborative research effort between our higher education institutions is critical, and Idaho is leading the way in cybersecurity and resource research projects. With my background in natural resources and agriculture, I hope I can work with you to identify ways to keep Idaho's resources intact and viable. Our rural communities depend on those resources for long-term sustainability for our children and grandchildren.

As I waded through the science and technology strategic plan and goals of the National Science Foundation, I am excited to see where appropriately placed funds can move the needle and where Idaho can lead the way.

Representative Bell served you well and is a lady I admire greatly. I will never fill her shoes but hope to put on a new pair of boots and help take Idaho into the next decade and beyond. What an incredible opportunity to work with brilliant minds to navigate critical science and technology research efforts in Idaho. It would be an honor and a privilege to serve on the Idaho EPSCoR committee. Thank you for your consideration.

Best Regards,

Mr. Greg Wilson currently serves as a Senior Policy Advisor for Governor Brad Little. Mr. Wilson previously served as Chief of Staff at the Office of the Lieutenant Governor of Idaho. Mr. Wilson graduated from Georgetown University with an M.A. in American Government and Politics and from Gonzaga University with a B.A. in Political Science and Philosophy.

CONSENT
AUGUST 29, 2019

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 I.J. 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 June 2019 Board meeting. Since that meeting, Board staff has received thirty-seven (37) permits from Boise State University, two (2) permits from Idaho State University, and eleven (11) permits from the University of Idaho.

Attachment 1 lists the alcohol permits that have been approved by the presidents and submitted to the Board office 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 as provided in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**CONSENT
AUGUST 29, 2019**

ATTACHMENT 1

APPROVED ALCOHOL SERVICE AT BOISE STATE UNIVERSITY May 2019 – September 2019				
EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
EMBA Informational Session	Stueckle Sky Center	X		05/20/19
Alumni Membership BBQ	Alumni and Friends Center	X		05/29/19
NKOTB VIP	Taco Bell Arena		X	06/04/19
Summer receptions for COAS Faculty	CID Classroom	X		06/04/19
Women's Clinic Helmets and Heels	Student Union Building	X		06/06/19
Dairy Booster	Stueckle Sky Center		X	06/07/19
Rent	Morrison Center		X	06/07/19
Giumento Wedding Reception	Stueckle Sky Center		X	06/08/19
Theresa Caputo Live! The Experience	Morrison Center		X	06/12/19
Venture Capitol Catering	COBE		X	06/12/19
St. Luke's President's Award Ceremony	Stueckle Sky Center		X	06/13/19
Mandela Leadership Institute Networking Welcome Reception sponsored by English Dept Grant	Hemingway Center	X		06/20/19
Salt and Light Radio Summer Gala	Stueckle Sky Center		X	06/20/19
Rain	Morrison Center		X	06/21/19
Janitorial Tradeshow	Stueckle Sky Center		X	06/26/19
Brit Floyd	Morrison Center		X	07/16/19
Garth Brooks Concert	East Parking Lot		X	07/19/19
Trisha Yearwood Tailgate Event	Caven Williams		X	07/20/19
Board Social	Alumni and Friends Center	X		07/23/19
Mandela Institute Farewell Reception sponsored by English Dept Grant	Stueckle Sky Center	X		07/25/19
Seals Wedding	Stueckle Sky Center		X	07/25/19

**CONSENT
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ATTACHMENT 1

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Les Miserables	Morrison Center		X	07/30/19
MWR Night, Idaho Air National Guard	Student Union Building		X	08/02/19
Les Miserables Preshow Party	Morrison Center		X	08/030/19
All Stars Baseball Reception	Stueckle Sky Center		X	08/05/19
Welcome Reception	Alumni and Friends Center	X		08/13/19
BUILD Campus Forums Reception	Student Union Building	X		08/13/19
A Night with Coach Harsin	Stueckle Sky Center	X		08/20/19
Bronco Family Social	Alumni and Friends Center	X		08/23/19
Reteriment Event	Stueckle Sky Center		X	09/07/19
Serving Up Wishes	Stueckle Sky Center		X	09/23/19
Boise CEO for Chambers	Benjamin Victor Art Gallery	X		09/24/19
Diversity & inclusion Summit	Stueckle Sky Center	X		10/08/19
Headwaters 5 th Year Anniversary	Stueckle Sky Center		X	10/16/19
Shinedown Concert	Taco Bell Arena		X	10/19/19
Light of Philanthropy Awards	Stueckle Sky Center		X	10/25/19
For King & Country Concert	Taco Bell Arena		X	11/01/19

**CONSENT
AUGUST 29, 2019**

ATTACHMENT 1

APPROVED ALCOHOL SERVICE AT IDAHO STATE UNIVERSITY July 2019 – September 2019				
EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Heat Storage for Gen IV Reactors	ISU Bennion Student Union		X	07/23/19
Meet the Dean	ISU – Meridian Health Science Center	X		09/19/19

APPROVED ALCOHOL SERVICE AT UNIVERSITY OF IDAHO May 2019 – October 2019				
EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Aquaculture Research Institute Open House	Aquaculture Research Institute	X		05/30/19
WWAMI Medical Education Facility Ribbon Cutting Ceremony and Reception	WWAMI Medical Education Building	X		06/07/19
Foundation Board of Directors meeting	Sandpoint Organic Agricultural Center	X		06/13/19
Zimoun Preview Reception	Prichard Art Gallery	X		06/20/19
EHHS – VSF auction event	EHHS rooftop deck, Education building room 599, ED 500 lobby for inclement weather	X		06/22/19
Biology of Vector-borne Diseases Welcome Dinner	CALS Ag Pavilion	X		06/24/19
Biology of Vector-borne Diseases – farewell bbq	Commons	X		06/28/19
Advisory Board Dinner	Franklin H. Pitkin Forest Nursery	X		07/31/19
Annual Mayor's Golf Tournament	Golf Course		X	08/09/19
New Faculty Orientation Dinner	Food Court	X		08/19/19
Center for Health in the Human Ecosystem (CHHE) Annual Research Symposium	IRIC Step Auditorium, Atrium and Conference Room 105	X		10/15/19

PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS
AUGUST 29, 2019

DIVISION OF CAREER TECHNICAL EDUCATION (DIVISION)

SUBJECT

Occupational Specialist Certificate Extension

REFERENCE

August 2017

The Division of Career Technical Education provided information about its first InSpIRE Cohort group during the Divisions annual progress report presentation, including information that some participants will need a one-year certificate extension in order to achieve the minimum of a Standard Occupational Specialist (SOS) Certificate upon renewal.

June 2018

The Board approved a waiver of IDAPA 08.02.02.015.06.b for one year for individuals participating in the first InSpIRE Cohort.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1204, Idaho Code

Idaho Administrative Code, IDAPA 08.02.02 – Section 114.06, Occupational Specialist Certificate

ALIGNMENT WITH STRATEGIC PLAN

GOAL 1: EDUCATIONAL SYSTEM ALIGNMENT Objective B: Alignment and Coordination

BACKGROUND/DISCUSSION

Individuals coming from the private sector into the career technical education (CTE) teaching profession are awarded a Limited Occupational Specialist (LOS) certification for up to three (3) years while they meet the necessary requirements to obtain a Standard Occupational Specialist teaching certification. In August 2017, ICTE launched a new two-year, cohort model to help CTE instructors coming from the private sector to meet the requirements of obtaining a Standard Occupational License without any out-of-pocket expense with customized regional instruction including a teacher-mentor component.

The two Limited Occupational Specialist (LOS) certificated instructors represented in this request have a valid and current certificate that will expire this August 31, 2019. Instructor No. 1 was hired by Jefferson School District beginning October 2016; she fulfilled the need of a district for one year and had no intention of returning for a second year of teaching. Toward the end of that year, however, she changed her mind and sought to pursue the needed coursework to retain her teaching certificate.

PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS
AUGUST 29, 2019

She had exactly two years remaining on her LOS in order to complete the requirements. However, just as she was ready to begin the required coursework, her husband became seriously ill. This teacher continued to teach while providing support and care for her husband until his recent death. This instructor was unable to complete the required coursework during this time. The instructor wishes to continue to teach. The only barrier she faces at this point is that her Limited Occupational Specialist certificate is due to expire this year – August 31, 2019. She will enroll in the September 2019 Summer Academy Year One and has arranged with Idaho State University to enroll in two courses this fall and two courses next spring to allow her to meet the requirements of and move to a Standard Occupational Specialist Certificate by August 31, 2020.

Instructor No. 2 was registered for Cohort 2017 and had exactly two years remaining on her LOS in order to complete the requirements. However, less than a week before Summer Academy 2017, the instructor was diagnosed with an aggressive form of cancer. For life-threatening medical reasons, the instructor needed to withdraw from Summer Academy 2017 and InSpIRE Cohort 2017 participation. The instructor navigated her cancer treatments well and returned to Blackfoot High School to teach. She participated in the Division's 2018 Year One Summer Academy and went on to enroll and participate in the InSpIRE to Educate 2018 Cohort. The only barrier she faces at this point is that her Limited Occupational Specialist certificate is due to expire this year – August 31, 2019. She is not due to complete all requirements for advancing to a minimum of a Standard Occupational Specialist Certificate until April 31, 2020.

This is a request for Board action to extend the three-year Limited Occupational Specialist Certificate by one year for these individuals, citing extenuating circumstances.

IMPACT

Action by the Board to authorize a one-year extension of the LOS certificate would allow these presently-employed secondary teachers to successfully complete LOS requirements and advance their teaching certificates to a five-year renewable certificate beginning September 1, 2020. Should the extension not be approved, these instructors will no longer be employable by their districts.

STAFF COMMENTS AND RECOMMENDATIONS

Pursuant to IDAPA 08.02.01.001, the State Board of Education may grant a waiver of any rule not required by state or federal law to any school district upon written request. The Division is submitting this request on behalf of the school districts with whom the secondary teachers are employed. IDAPA 08.02.02 only applies to secondary teachers. Any provisions regarding certification of postsecondary teachers are based on Board or Division policy and may be waived at the Board's discretion.

Staff recommends approval.

PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS
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BOARD ACTION

I move to approve the request by the Division of Career Technical Education to waive the three-year limit of the interim certificate in IDAPA 08.02.02.015.06.b. for one year for Jodie Young and Jenny J. Collier.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

CONSENT
AUGUST 29, 2019

DEPARTMENT OF EDUCATION

SUBJECT

2019 Curricular Materials Adoption

REFERENCE

June 2016	Board approved the adoption of the Mathematics curricular materials and related instructional materials as recommended by the Curricular Materials Selection Committee.
August 2017	Board approved the adoption of curricular materials and related instructional materials for K-12 Arts and Humanities, 9-12 Computer Applications, K-12 Health and Wellness, K-12 Physical Education, K-12 Social Studies, and 6-12 Mathematics Open Educational Resources as recommended by the Curricular Materials Selection Committee.
October 2018	Board approved the recommendation of the Curricular Materials Selection Committee to adopt curricular materials and related instructional materials for K-12 English Language Arts & Literacy, K-6 Handwriting, K-12 English Learner, K-12 Computer Applications, K-12 Computer Science, and 9-12 Mathematics Open Educational Resource.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.B.8.
Section 33-118, Idaho Code – Courses of study – Curricular materials
Section 33-118A, Idaho Code – Curricular materials – Adoption procedures
IDAPA 08.02.03.128 – Rules Governing Thoroughness, Curricular Materials Selection and Online Course Approval

ALIGNMENT WITH STRATEGIC PLAN

Goal 3: Educational Attainment, Objective C: Access

BACKGROUND/DISCUSSION

The curricular materials review and adoption process is established in Sections 33-118 and 33-118A, Idaho Code, and is further defined in IDAPA 08.02.03.128, Rules Governing Thoroughness. Curricular materials are defined as textbooks and instructional media including software, audio/visual material, and internet based instructional material (Section 33-118A, Idaho Code). Idaho is a multiple adoption state and adopts a number of materials in a designated subject area from a variety of publishing companies.

CONSENT
AUGUST 29, 2019

The adoption process provides for the continuous review and evaluation of new curricular materials. This process ensures that all Idaho school districts and charter schools have quality products available to purchase at a guaranteed low contract price. This process maintains local control in the choice of instruction materials by providing multiple lists of approved materials. While school districts and charter schools can choose materials from the list of vetted and approved materials, this is not a requirement.

In accordance with IDAPA 08.02.03.128, Idaho adopts materials in the areas of reading, English, spelling, speech, journalism, languages other than English, art, drama, social studies, music, mathematics, business education, career technical education and counseling, science, health, physical education, handwriting, literature, driver education, and limited English proficiency. In addition, computer science and computer applications are adopted annually.

The Curricular Materials Selection Committee (Committee), the members of which are appointed by the State Board of Education (Board) for a five (5)-year term, has the responsibility of overseeing the adoption process for the state. The Executive Secretary of this Committee is an employee of the State Department of Education (Department) and a voting member of the committee.

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
- State Department of Education personnel

The Committee, assisted by content specialists from throughout the state, meets for one week in June to review and evaluate all materials against Idaho Content Standards and specific course requirements. The Committee votes to recommend materials to the Board, and these recommendations are forwarded to the Board for adoption. All meetings of the Committee are open to the public.

If the Board accepts the recommendation of the Committee and adopts the materials, the Department executes contracts with the publishing companies, and the listing of newly adopted materials is published in the Department's Curricular Materials Adoption Guide. In accordance with IDAPA 08.02.03.128, a state curriculum depository is maintained at Caxton Printers, Ltd., in Caldwell, Idaho. Curriculum libraries are also maintained at seven (7) regional centers.

CONSENT
AUGUST 29, 2019

The 2019 curricular materials review included K-12 science, computer science, and computer applications. The review was held June 10-14, 2019, in Boise. Eighty-three (83) content area specialists assisted the twelve (12) Committee members in the evaluation of curricular materials and related instructional materials. Recommended curricular materials and related instructional materials are catalogued in Attachment 1.

IMPACT

The curricular review and adoption process helps to ensure that all Idaho school districts and charter schools, regardless of size, can purchase quality materials at a guaranteed low price for the length of the adoption cycle while maintaining local control in the choice of instruction materials.

ATTACHMENTS

Attachment 1 – Recommended curricular materials and related instructional materials

Attachment 2 – Curricular Materials Selection Committee roster

Attachment 3 – Regional Center locations

STAFF COMMENTS AND RECOMMENDATIONS

The definition of the classifications for the recommendations may be found on page 6 of Attachment 1.

Staff recommends approval.

BOARD ACTION

I move to approve the recommendation of the Curricular Materials Selection Committee to adopt curricular materials and related instructional materials for K-12 science, computer science, and computer applications, as submitted in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

2019 CURRICULAR MATERIALS REVIEW

Content Area	Publisher	Title	Grade	Recommendation*
Computer Applications	Pearson	Introduction to Computers and Information Technology 3rd Ed	9-12	RECOMMENDED
Computer Science	Code.org	Computer Science Fundamentals	2	RECOMMENDED
Computer Science	Code.org	Computer Science Fundamentals	4	RECOMMENDED
Computer Science	Code.org	Computer Science Discoveries	6-8	RECOMMENDED
Computer Science	Code.org	Computer Science Principles	9-12	RECOMMENDED
Computer Science	Code.org	Computer Science Fundamentals	K	RECOMMENDED
Computer Science	Code.org	Computer Science Fundamentals	1	RECOMMENDED-COMPONENT
Computer Science	Code.org	Computer Science Fundamentals	3	RECOMMENDED-COMPONENT
Computer Science	Code.org	Computer Science Fundamentals	5	RECOMMENDED-COMPONENT
Computer Science	EMC	Introduction to Computer Science Through Game Design	9-12	RECOMMENDED
Computer Science	EMC	Arcade Game Design	6-8	RECOMMENDED-COMPONENT
Computer Science	EMC	Making Mobile Games	6-8	RECOMMENDED-COMPONENT
Computer Science	EMC	Coding with GameMaker	9-12	RECOMMENDED-COMPONENT
Computer Science	EMC	GameMaker Programming I	9-12	RECOMMENDED-COMPONENT
Computer Science	EMC	GameMaker Programming II	9-12	RECOMMENDED-COMPONENT
Computer Science	EMC	Real World Projects	9-12	RECOMMENDED-COMPONENT
Computer Science	Project Lead the Way	PLTW Gateway	6-8	RECOMMENDED
Computer Science	Project Lead the Way	PLTW Programs	9-12	RECOMMENDED
Computer Science	Project Lead the Way	PLTW Launch	3-5	RECOMMENDED-COMPONENT
Science	Accelerate Learning	STEMscopes	1	RECOMMENDED
Science	Accelerate Learning	STEMscopes	2	RECOMMENDED
Science	Accelerate Learning	STEMscopes	3	RECOMMENDED
Science	Accelerate Learning	STEMscopes	4	RECOMMENDED
Science	Accelerate Learning	STEMscopes	5	RECOMMENDED
Science	Accelerate Learning	STEMscopes NGSS 3D Earth & Space Science	6-8	RECOMMENDED
Science	Accelerate Learning	STEMscopes NGSS 3D Life Science	6-8	RECOMMENDED
Science	Accelerate Learning	STEMscopes NGSS 3D Physical Science	6-8	RECOMMENDED

2019 CURRICULAR MATERIALS REVIEW

Content Area	Publisher	Title	Grade	Recommendation*
Science	Accelerate Learning	STEMscopes NGSS 3D Earth & Space Science	9-12	RECOMMENDED
Science	Accelerate Learning	STEMscopes NGSS 3D Life Science	9-12	RECOMMENDED
Science	Accelerate Learning	STEMscopes NGSS 3D Physical Science	9-12	RECOMMENDED
Science	Accelerate Learning	STEMscopes	K	RECOMMENDED
Science	Amplify	Amplify Science	1	NOT RECOMMENDED
Science	Amplify	Amplify Science	2	NOT RECOMMENDED
Science	Amplify	Amplify Science	4	NOT RECOMMENDED
Science	Amplify	Amplify Science	5	NOT RECOMMENDED
Science	Amplify	Amplify Science	K	NOT RECOMMENDED
Science	Amplify	Amplify Science	3	RECOMMENDED
Science	Amplify	Amplify Science Earth and Space Science	6-8	RECOMMENDED
Science	Amplify	Amplify Science Life	6-8	RECOMMENDED
Science	Amplify	Amplify Science Physical	6-8	RECOMMENDED
Science	Bedford, Freeman, & Worth	Living by Chemistry 2nd Edition	9-12	RECOMMENDED
Science	Carolina Biological Supply Company	Building Blocks of Science 3D Grade Level 1 1-Use Bundle (Grade Level 1 Bundle includes Exploring Organisms, Sky Watchers and Light and Sound Waves 1-Use Kits)	1	RECOMMENDED
Science	Carolina Biological Supply Company	Building Blocks of Science 3D Grade Level 2 1-Use Bundle (Grade Level 2 Bundle includes Earth Materials, Matter, and Ecosystem Diversity 1-Use Kits)	2	RECOMMENDED
Science	Carolina Biological Supply Company	Building Blocks of Science 3D Grade Level 3 1-Use Bundle (Grade Level 3 Bundle includes Life in Ecosystems, Forces and Interactions, and Weather and Climate Patterns 1-Use Kits)	3	RECOMMENDED

2019 CURRICULAR MATERIALS REVIEW

Content Area	Publisher	Title	Grade	Recommendation*
Science	Carolina Biological Supply Company	Building Blocks of Science 3D Grade Level 4 1-Use Bundle (Grade Level 4 Bundle includes Plant and Animal Structures, Changing Earth, and Energy Works 1-Use Kits)	4	RECOMMENDED
Science	Carolina Biological Supply Company	Building Blocks of Science 3D Grade Level Kindergarten 1-Use Bundle (Grade Level Kindergarten Bundle includes Push, Pull, Go, Living Things and Their Needs and Weather and Sky 1-Use Kits)	K	RECOMMENDED
Science	Carolina Biological Supply Company	Building Blocks of Science 3D Grade Level 5 1-Use Bundle (Grade Level 5 Bundle includes Earth and Space Systems, Structure and Properties of Matter, and Matter and Energy in Ecosystems 1-Use Kits)	5	RECOMMENDED
Science	Cengage	Exploring Science	1	RECOMMENDED
Science	Cengage	Exploring Science	2	RECOMMENDED
Science	Cengage	Exploring Science	3	RECOMMENDED
Science	Cengage	Exploring Science	4	RECOMMENDED
Science	Cengage	Exploring Science	5	RECOMMENDED
Science	Cengage	Body Structures and Functions	9-12	RECOMMENDED
Science	Cengage	Exploring Science	K	RECOMMENDED
Science	EMC	Applied Anatomy & Physiology: A Case Study Approach	9-12	RECOMMENDED
Science	EMC	Biotechnology: Science for the New Millenium	9-12	RECOMMENDED
Science	Explore Learning	Gizmos Elementary	3-5	RECOMMENDED-COMPONENT
Science	Explore Learning	Gizmos Science	6-8, 9-12	RECOMMENDED-COMPONENT
Science	Explore Learning	Science4Us	K-2	RECOMMENDED-COMPONENT

2019 CURRICULAR MATERIALS REVIEW

Content Area	Publisher	Title	Grade	Recommendation*
Science	Houghton, Mifflin, Harcourt	HMH Science Dimensions	1	RECOMMENDED
Science	Houghton, Mifflin, Harcourt	HMH Science Dimensions	2	RECOMMENDED
Science	Houghton, Mifflin, Harcourt	HMH Science Dimensions	3	RECOMMENDED
Science	Houghton, Mifflin, Harcourt	HMH Science Dimensions	4	RECOMMENDED
Science	Houghton, Mifflin, Harcourt	HMH Science Dimensions	5	RECOMMENDED
Science	Houghton, Mifflin, Harcourt	HMH Science Dimensions Module A Engineering and Science	6-8	RECOMMENDED
Science	Houghton, Mifflin, Harcourt	HMH Science Dimensions Module B Cells and Heredity	6-8	RECOMMENDED
Science	Houghton, Mifflin, Harcourt	HMH Science Dimensions Module C Ecology and the Environment	6-8	RECOMMENDED
Science	Houghton, Mifflin, Harcourt	HMH Science Dimensions Module D The Diversity of Living Things	6-8	RECOMMENDED
Science	Houghton, Mifflin, Harcourt	HMH Science Dimensions Module E Earth's Water and Atmosphere	6-8	RECOMMENDED
Science	Houghton, Mifflin, Harcourt	HMH Science Dimensions Module F Geologic Processes and History	6-8	RECOMMENDED
Science	Houghton, Mifflin, Harcourt	HMH Science Dimensions Module G Earth and Human Activity	6-8	RECOMMENDED
Science	Houghton, Mifflin, Harcourt	HMH Science Dimensions Module H Space Science	6-8	RECOMMENDED
Science	Houghton, Mifflin, Harcourt	HMH Science Dimensions Module I Energy and Energy Transfer	6-8	RECOMMENDED
Science	Houghton, Mifflin, Harcourt	HMH Science Dimensions Module J Chemistry	6-8	RECOMMENDED
Science	Houghton, Mifflin, Harcourt	HMH Science Dimensions Module K Forces, Motion, and Fields	6-8	RECOMMENDED
Science	Houghton, Mifflin, Harcourt	HMH Science Dimensions Module L Waves and Their Application	6-8	RECOMMENDED
Science	Houghton, Mifflin, Harcourt	HMH Physics	9-12	RECOMMENDED

2019 CURRICULAR MATERIALS REVIEW

Content Area	Publisher	Title	Grade	Recommendation*
Science	Houghton, Mifflin, Harcourt	HMH Science Dimensions Biology	9-12	RECOMMENDED
Science	Houghton, Mifflin, Harcourt	HMH Science Dimensions Earth and Space Sciences	9-12	RECOMMENDED
Science	Houghton, Mifflin, Harcourt	HMH Science Dimensions	K	RECOMMENDED
Science	Just Learn	PlanetBox	7	RECOMMENDED-COMPONENT
Science	Learning A-Z	Science A-Z	K-6	RECOMMENDED-COMPONENT
Science	McGraw	Inspire Science	1	RECOMMENDED
Science	McGraw	Inspire Science	2	RECOMMENDED
Science	McGraw	Inspire Science	3	RECOMMENDED
Science	McGraw	Inspire Science	4	RECOMMENDED
Science	McGraw	Inspire Science	5	RECOMMENDED
Science	McGraw	Inspire Science: Earth and Space	6	RECOMMENDED
Science	McGraw	Inspire Science: Life	7	RECOMMENDED
Science	McGraw	Inspire Science: Physical	8	RECOMMENDED
Science	McGraw	Inspire Science: Biology	9-12	RECOMMENDED
Science	McGraw	Inspire Science: Chemistry	9-12	RECOMMENDED
Science	McGraw	Inspire Science: Earth	9-12	RECOMMENDED
Science	McGraw	Inspire Science: Physics	9-12	RECOMMENDED
Science	McGraw	Inspire Science	K	RECOMMENDED
Science	PASCO Scientific	Essential Chemistry	9-12	RECOMMENDED
Science	PASCO Scientific	Essential Physics	9-12	RECOMMENDED
Science	Pearson	Pearson Chemistry	10-12	NOT RECOMMENDED
Science	Pearson	Elevate Science	1	RECOMMENDED
Science	Pearson	Elevate Science	2	RECOMMENDED
Science	Pearson	Elevate Science	3	RECOMMENDED
Science	Pearson	Elevate Science	4	RECOMMENDED
Science	Pearson	Elevate Science	5	RECOMMENDED
Science	Pearson	Elevate Science-Earth and Space	6-8	RECOMMENDED
Science	Pearson	Elevate Science-Life	6-8	RECOMMENDED
Science	Pearson	Elevate Science-Physical	6-8	RECOMMENDED

2019 CURRICULAR MATERIALS REVIEW

Content Area	Publisher	Title	Grade	Recommendation*
Science	Pearson	Miller & Levine Biology	9-10	RECOMMENDED
Science	Pearson	Elevate Science	K	RECOMMENDED
Science	Project Lead the Way	PLTW Programs	9-12	NOT RECOMMENDED
Science	Project Lead the Way	PLTW Gateway	6-8	RECOMMENDED-COMPONENT
Science	Project Lead the Way	PLTW Launch	K-5	RECOMMENDED-COMPONENT
Science	Educurious Partners	General Biology	9-10	RECOMMENDED

***LEGEND**

RECOMMENDED: a comprehensive or basic program which meets the focus, coherence, depth, and rigor of the Idaho Content Standards with minimal or some need for supplemental material.

RECOMMENDED COMPONENT: a program designed and intended to be used to supplement a comprehensive or basic program. A Component Program will support and/or enhance the focus, coherence, depth, and rigor of a comprehensive or basic program.

NOT RECOMMENDED: a comprehensive, basic, or component program that does not meet the focus, coherence, depth, and rigor of the Idaho Content Standards with minimal or some need for supplemental material.

Selection Committee

Curricular Materials



COMMITTEE LISTING

Committee Member	Stakeholder Group
Elizabeth James	Executive Secretary, Idaho State Department of Education
Kristi Enger Term Expires: April 30, 2024	Idaho Career & Technical Education
Dana Johnson Term Expires: April 30, 2024	Idaho Higher Education Official
Julie Magelky Term Expires: April 30, 2024	Idaho Higher Education Official
Taylor Raney Term Expires: April 30, 2024	Idaho Higher Education Official
Vacant	Idaho Public School Administrators
Laree Jansen Term Expires: June 30, 2021	Parent
Vacant	Parent
Bonnie Farmin Term Expires: April 30, 2024	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: April 30, 2024	Certified Idaho Classroom Teacher Bonneville Joint School District #93
Melyssa Ferro Term Expires: October 31, 2020	Certified Idaho Classroom Teacher Caldwell School District #132
Darlene Dyer Term Expires: June 30, 2021	Certified Idaho Classroom Teacher Blaine County School District #61
Aaron McKinnon Term Expires: April 30, 2024	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



Regional Centers

Curricular Materials

The Regional Centers serve as public depositories for curricular materials currently under adoption in the state of Idaho. Publishing companies are required to provide samples of approved materials for public viewing.

REGIONAL CENTER LISTING

Location	Contact
Boise State University Albertson Library 1910 University Blvd Boise, ID 83725-1430	Kelsey Keyes Reference Librarian, Liaison to College of Ed 208-426-1139 kelseykeyes@boisestate.edu Deliveries Contact: Roberta Pena
Brigham Young University–Idaho David O McKay Library, MCK 306 525 South Center Street (0405) Rexburg, ID 83460-0405	Holly Green 208-496-9514 greenh@byui.edu
College of Idaho Cruzen-Murray Library 2112 Cleveland Blvd Caldwell, ID 83605	Lance McGrath 208-459-5003 lmcgrath@collegeofidaho.edu
Idaho State University Instructional Materials Center, College of Education 638 E. Dunn Street Pocatello, ID 83209-8059	Dr. Shu-Yuan Lin, Ed.D. 208-282-3185 linshu@isu.edu
Lewis Clark State College Curriculum Library 500 8th Avenue Lewiston, ID 83501	Shannon Casteel 208-792-2229 scasteel@lcsc.edu
Northwest Nazarene University John Riley Library 623 University Boulevard Nampa, ID 83686-5897	Carol Poe 208-467-8616 cjpoe@nnu.edu
University of Idaho Gary Strong Curriculum Center College of Education, Health, and Human Sciences 875 Perimeter Dr. Moscow, ID 83844-3089	Suzie Davis 208-885-7257 sldavis@uidaho.edu curriculumcenter@uidaho.edu

Materials can also be viewed at the State Curriculum Library:

State Curriculum Library
Caxton Printers, Ltd.
312 Main Street
Caldwell, ID 83605

Hours: Mon-Fri: 8:00 am – 5:00 pm
Contact Person: Darin Alvaro
208-459-7421
dalvaro@caxtonprinters.com

CONSENT
AUGUST 29, 2019

SUBJECT

Annexation/Excision – Homedale School District #370/Wilder School District #133

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-308, Idaho Code

Idaho Administrative Code, IDAPA 08.02.01 – Section 050, Altering School District Boundaries

ALIGNMENT WITH STRATEGIC PLAN

Goal 3: Educational Attainment, Objective C: Access

BACKGROUND/DISCUSSION

Gavin Parker (petitioner) submitted a petition (Attachment 1) to the Wilder and Homedale School Districts, requesting an excision of property from Wilder School District 133 (Wilder) to be annexed to Homedale School District 370 (Homedale). The petitioner has also provided supplemental information to correct a boundary (Attachment 2) and to correct a petition deficiency (Attachment 3). The Homedale Board of Trustees considered the petition at its meeting on April 8, 2019, and recommended approval of the petition (Attachment 4). The Wilder Board of Trustees considered the petition at its meeting on April 8, 2019, and recommended denial of the petition. Wilder also sent a letter dated April 30, 2019, expanding upon its recommendation of denial (Attachment 5).

Section 33-308, Idaho Code, provides a process whereby the State Board of Education (Board) shall consider amendment of the boundaries of adjoining school districts and direct that an election be held, provided that the proposed excision and annexation is in the best interest of the children residing in the area described, and excision of the territory would not leave a school district with a bonded debt in excess of the limit prescribed by law.

IDAPA 08.02.01.050 includes criteria for review of the petition by a hearing officer appointed by the Superintendent of Public Instruction for purposes of making recommendations to the Board. John Stellmon, Attorney at Law, was appointed as hearing officer for this petition. A public hearing on the matter (Attachments 6, 7, and 8) was held on June 20, 2019, at Wilder High School in Wilder, Idaho. Forty-three (43) members of the public signed the public hearing attendance sheet, and Mr. Stellmon received 23 verbal comments and five (5) written comments, including a map from Wilder Superintendent Jeff Dillon showing estimated number of students in the area proposed to be annexed. Four (4) additional comments were emailed to the State Department of Education (Department) subsequent to the hearing. Additional documentation was received by the Department from Superintendent Dillon (Attachment 9) and from Homedale Superintendent Rob Sauer (Attachment 10). On July 11, 2019, the Department received Mr. Stellmon's Findings of Fact, Conclusions of Law and Recommendations, dated July 9, 2019 (Attachment 11). It is the hearing officer's recommendation to reject the petition.

CONSENT
AUGUST 29, 2019

IMPACT

Should the recommendation of the hearing officer be accepted, the petition for annexation of property from Wilder School District 133 to Homedale School District 370 will be denied.

Should the recommendation of the hearing officer be rejected, the petition for annexation from Wilder School District 133 to Homedale School District 370 will be approved, and the petition shall be submitted for a vote by the school district electors residing in the area described in the petition.

ATTACHMENTS

Attachment 1 – Annexation petition
Attachment 2 – Annexation petition supplement, border correction
Attachment 3 – Annexation petition supplement, estimated student count
Attachment 4 – Homedale approval of petition
Attachment 5 – Wilder denial of petition
Attachment 6 – Public hearing proof of publication and sign in sheets
Attachment 7 – Written public comments
Attachment 8 – Public hearing transcript
Attachment 9 – Supplemental information from Wilder School District
Attachment 10 – Supplemental information from Homedale School District
Attachment 11 – Hearing officer's Findings of Fact, Conclusions of Law and Recommendations

STAFF COMMENTS AND RECOMMENDATIONS

Pursuant to section 33-308, Idaho Code, the Board of Education shall approve proposals for excision and annexation if the proposal is in the best interest of the children residing in the area described in the petition and the excision of the area would not leave a school district with a bonded debt in excess of the limit prescribed by law. If either condition is not met the Board of Education must disapprove the petition.

For a petition to be properly before the Board for consideration the petition must be from a Board of Trustees of the school district or from one-fourth (1/4) or more of the school district electors, residing in an area of not more than fifty (50) square miles within which there is no schoolhouse or facility necessary for the operation of a school district. The petition must contain:

- (a) The names and addresses of the petitioners;
- (b) A legal description of the area proposed to be excised from one (1) district and annexed to another contiguous district. Such legal description shall be prepared by a licensed attorney, licensed professional land surveyor or licensed professional engineer professionally trained and experienced in legal descriptions of real property;
- (c) Maps showing the boundaries of the districts as they presently appear and as they would appear should the excision and annexation be approved;

CONSENT
AUGUST 29, 2019

- (d) The names of the school districts from and to which the area is proposed to be excised and annexed;
- (e) A description of reasons for which the petition is being submitted; and
- (f) An estimate of the number of children residing in the area described in the petition.

The hearing officer's findings indicate the excision of the territory, as proposed, would not leave a school district with a bonded debt in excess of the limits prescribed by law. The hearing officer did not find that approval of the excision would be in best of interest of the children residing in the area described in the petition. According to the hearing officer's findings, both required conditions have not been met.

The petition indicates 50 children are in the impacted area. Under the current provisions of Section 33-308, Idaho Code, only individuals eligible to vote in the territory proposed for annexation/excision may vote.

Staff recommends acceptance of the recommendation of the hearing office and denial of the petition on the basis that both statutorily required conditions have not been met.

BOARD ACTION

I move to accept the recommendation of the hearing officer and to reject the petition for excision and annexation of property from Wilder School District 133 to Homedale School District 370.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

March 21, 2018⁹

To: Jeff Dillon, Superintendent and
Board of Trustees
Wilder School District No. 133
419 Huff Road
Wilder, ID 83676

Rob Sauer, Superintendent and
Board of Trustees
Homedale School District No. 370
116 East Owyhee Avenue
Homedale, ID 83628

Ladies and Gentlemen:

Please find enclosed our petition to excise and annex a portion of the Wilder School District No. 133 to the Homedale School District No. 370 ("the Annexation Area"). Per Idaho Code §33-308, please review and transmit with recommendations this petition to the Idaho State Department of Education.

The Petition meets the requirements of §33-308 as follows:

1. The Annexation Area comprises less than 50 square miles and does not contain a school building (§33-308(1)).
2. The Petition contains:
 - a. The names and addresses of the Petitioners (see signatures in Attachment A). I submit that the number of signatures equals more than ¼ of the electors residing in the Annexation Area.
 - b. Legal Description of the Annexation Area (see Attachment B).
 - c. Maps of the Annexation Area (see Attachment C).
 - d. Names of the affected school districts (see Attachment D).
 - e. Reasons for the Annexation (see Attachment E).
 - f. Estimated number of students (See Attachment E).

Your time and consideration regarding this petition is greatly appreciated.

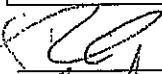

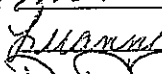
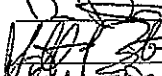
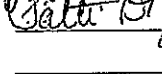
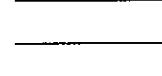

Sincerely,

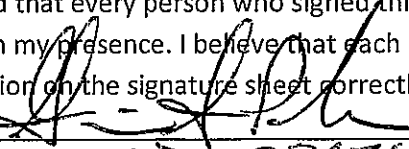
Gavin S. Parker
18895 Fish Road
Wilder, ID 83676
208.350.9750

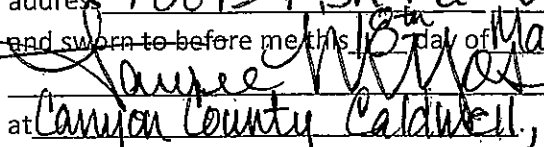
PETITION

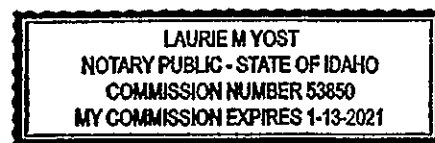
We, the undersigned citizens and registered electors of Canyon County, residing in the impacted area described in the attached legal description and illustrated on the attached maps, are in support of this petition to excise and annex a portion of Wilder School District #133 to Homedale School District #370.

This petition to excise and annex is being proposed because it is in the best interests of the approximately 50 children residing in the impacted area. It would ensure that students already established in Homedale schools could stay through graduation. Students and families in the impacted area already identify as Homedale Trojans and support the district. They also identify as Homedale residents and members of the community. Homedale is the natural trade district for families in the impacted area. It would also provide safe transportation by bus to and from school. It would provide school board representation for the impacted families. Finally, the Homedale School District provides more diverse extracurricular opportunities for our children.

Signature	Printed Name	Residence Street and Number	City	Date
	Cassandra Rosa	27661 Petolla Rd	Wilder	ID 3-5-19
	Adam Rosa	27661 Petolla Rd	Wilder	ID 3-5-19
	Anthony Beame	28114 Watkins Glen Ct	Wilder	ID 3/5/19
	Luanne Delice	27914 Upper Pleasant Ridge Rd	Wilder	ID 3/4/19
	Dana Delice	27915 Upper Pleasant Ridge Rd	Wilder	ID 3/4/19
	Stanley Zaticca	27585 Petolla Rd.	Wilder	ID 3/6/19
	Patti D. Zaticca	27585 Petolla Rd.	Wilder	ID 3.6.19

I, Gavin S. Parker, swear, under penalty of perjury, that I am a resident of the State of Idaho and at least eighteen (18) years of age; and 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 and the accompanying required information on the signature sheet correctly, and that the person was eligible to sign this petition. (Signature)  Post office address 18895 Fish Rd. Wilder, ID 83676 Subscribed and sworn to before me this 18th day of March, 2019. (Notary Seal)

 Notary Public Residing at Canyon County Caldwell, ID

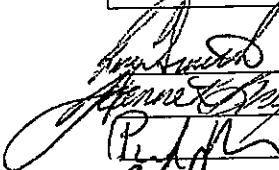
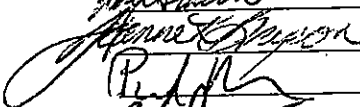
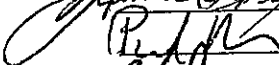
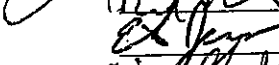
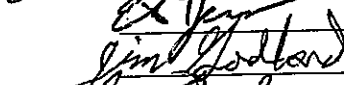
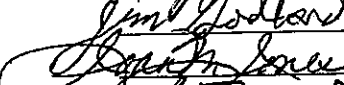
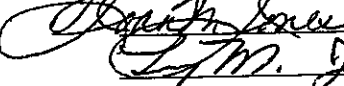


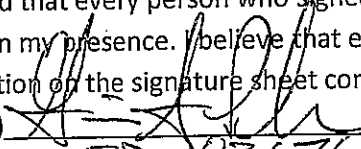
PETITION

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Signature	Printed Name	Residence Street and Number	City	Date
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	Cory L. Smith	19567 Sandy Beach Court	Wilder	03/09/19
	Tanner Bryson	19589 Whitecap Court	Wilder	03/09/19
	Paul Bryson	19589 Whitecap Court	Wilder	03/09/19
	ERIK JACOBS	19568 Sandy Beach Ct	Wilder	3/9/19
	JIM GODDARD	19615 WHITECAP CT	WILDER	3/9/19
	Joan M. Jones	19636 Sandy Beach Ct	Wilder	3/11/19
	LARRY M. JONES	19636 Sandy Beach Ct	Wilder	3/11/19

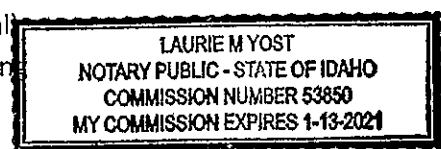
I, Gavin S. Parker, swear, under penalty of perjury, that I am a resident of the State of Idaho and at least eighteen (18) years of age; and that every person who signed this sheet of the foregoing petition signed his or her name thereto in my presence. I believe that each has stated his or her name and the accompanying required information on the signature sheet correctly, and that the person was eligible to sign this petition. (Signature) 

address 18895 Fish Rd. Wilder, ID 83676 Post office

and sworn to before me this 18 day of March, 2019. (Notary Seal)

Notary Public Residing

at Canyon County Caldwell, ID



PETITION

We, the undersigned citizens and registered electors of Canyon County, residing in the impacted area described in the attached legal description and illustrated on the attached maps, are in support of this petition to excise and annex a portion of Wilder School District #133 to Homedale School District #370.

This petition to excise and annex is being proposed because it is in the best interests of the approximately 50 children residing in the impacted area. It would ensure that students already established in Homedale schools could stay through graduation. Students and families in the impacted area already identify as Homedale Trojans and support the district. They also identify as Homedale residents and members of the community. Homedale is the natural trade district for families in the impacted area. It would also provide safe transportation by bus to and from school. It would provide school board representation for the impacted families. Finally, the Homedale School District provides more diverse extracurricular opportunities for our children.

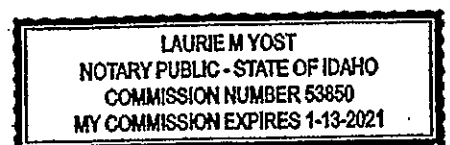
Signature	Printed Name	Residence Street and Number	City	Date
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	Donnae Holm	27663 Wheat Ridge Rd	Wilder	3.4.19
	Andiea Paul	18895 Fish Rd	Wilder	3/4/19
	Nicole Christiansen	18863 Batt Corner Rd	Wilder	83676 3/4
	Linda Moats	19076 Batt Corner	Wilder	83676 3/4
	Chad Christiansen	18863 Batt Corner	Wilder	3/4/19
	Theresa Dines	19830 Lant Creek	Wilder	3.4.19
	Jeff Dines	19830 Lant Creek	Wilder	3.4.19
	JOE BIDEGANETA	18874 Fish Rd	Wilder	3-9-19
	Val Bideganeta	18874 Fish Rd	Wilder	3-9-19

I, Gavin S. Parker, swear, under penalty of perjury, that I am a resident of the State of Idaho and at least eighteen (18) years of age; and 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 and the accompanying required information on the signature sheet correctly, and that the person was eligible to sign this petition. (Signature)

address 18895 Fish Rd - Wilder, ID 83676 Post office
and sworn to before me this 18th day of March, 2019. (Notary Seal)

at Canyon County, Caldwell, ID
Notary Public Residing



PETITION

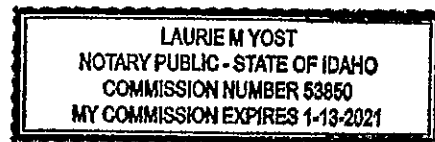
We, the undersigned citizens and registered electors of Canyon County, residing in the impacted area described in the attached legal description and illustrated on the attached maps, are in support of this petition to excise and annex a portion of Wilder School District #133 to Homedale School District #370.

This petition to excise and annex is being proposed because it is in the best interests of the approximately 50 children residing in the impacted area. It would ensure that students already established in Homedale schools could stay through graduation. Students and families in the impacted area already identify as Homedale Trojans and support the district. They also identify as Homedale residents and members of the community. Homedale is the natural trade district for families in the impacted area. It would also provide safe transportation by bus to and from school. It would provide school board representation for the impacted families. Finally, the Homedale School District provides more diverse extracurricular opportunities for our children.

Signature	Printed Name	Residence Street and Number	City	Date
<i>Sayla E Renteria</i>	Sayla E Renteria	19509 Hwy 95	Wilder ID 83676	3/4/19
<i>Pecky Renteria</i>	Pecky RENTERIA	19509 Hwy 95	Wilder ID 83676	3-4-19
<i>Susan Uhlenkott</i>	Susan Uhlenkott	19545 Fish Rd.	Wilder, ID 83676	3/4/19
<i>Anneliese Hall</i>	Anneliese N. Hall	28100 Watkins Glen Ct.	Wilder ID 83676	3/4/19
<i>Veronica Thomas</i>	Veronica Thomas	27655 Petolla Rd.	Wilder, ID 83676	3-4-19
<i>Kenneth D. Thomas</i>	Kenneth D. Thomas	27655 Petolla Rd	Wilder, ID 83676	3-4-19
<i>Ruth King</i>	Ruth King	19643 Whitecap Ct.	Wilder ID 83676	3/4/19
<i>Bree Walker</i>	Bree Walker	19567 Sandy Beach Ct.	Wilder ID 83676	3/4/19
<i>Antonio Uranga</i>	Antonio Uranga	28148 Silo Way,	Wilder, ID 83676	3-4-19
<i>Matthew D. Holt</i>	Matthew D. Holt	27663 Wheat Ridge Rd.	Wilder, ID 83676	3/4/19
<i>Gravin S. Parker</i>	Gravin S. Parker	18895 Fish Rd.	Wilder ID 83676	3/4/19
<i>John Bideganeta</i>	John Bideganeta	18827 Fish Rd.	Wilder ID 83676	3/4/19

I, Gravin S. Parker, swear, under penalty of perjury, that I am a resident of the State of Idaho and at least eighteen (18) years of age; and 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 and the accompanying required information on the signature sheet correctly, and that the person was eligible to sign this petition. (Signature) Gravin S. Parker Post office address 18895 Fish Rd. Wilder ID 83676 Subscribed and sworn to before me this 18 day of March, 2019. (Notary Seal)

at Canyon County Caldwell ID Notary Public Residing



PETITION

We, the undersigned citizens and registered electors of Canyon County, residing in the impacted area described in the attached legal description and illustrated on the attached maps, are in support of this petition to excise and annex a portion of Wilder School District #133 to Homedale School District #370.

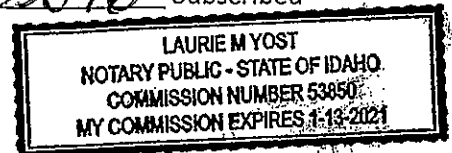
This petition to excise and annex is being proposed because it is in the best interests of the approximately 50 children residing in the impacted area. It would ensure that students already established in Homedale schools could stay through graduation. Students and families in the impacted area already identify as Homedale Trojans and support the district. They also identify as Homedale residents and members of the community. Homedale is the natural trade district for families in the impacted area. It would also provide safe transportation by bus to and from school. It would provide school board representation for the impacted families. Finally, the Homedale School District provides more diverse extracurricular opportunities for our children.

Signature	Printed Name	Residence Street and Number	City	Date
	DANIEL HAWKINS	27559 PETOLLA RD	WILDER	3/4/19
	Trevor Comstock	19896 Wilson Ln	Wilder	03/04/19
	Erin Comstock	19896 Wilson Ln	Wilder	3.4.19
	Alice E. Pegram	20629 Upper Pleasant W.	Wilder	3/4/19
	Stacey J. Francis	19277 Hwy 95	Wilder	3/4/19
	Karen Hollywood	19277 Hwy 95	Wilder	3/4/19
	Tess McCoy	27607 Petolla Rd.	Wilder	3/4/19
	Rachelle Walker	27547 Petolla Rd.	Wilder	3/4/19
	Kristopher Lund	28114 Watkins Glen Ct	Wilder	3/4/19
	LAURA CAIOCCA	28100 WATKINS GLEN CT	Wilder	3/4/19
	Joshua Jetton	27255 Lower Pleasant Ridge Road	Wilder Idaho	83676
	Sherry Jetton	27255 Lower Pleasant Ridge Road	Wilder Idaho	83676

I, Gavin S. Parker swear, under penalty of perjury, that I am a resident of the State of Idaho and at least eighteen (18) years of age; and 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 and the accompanying required information on the signature sheet correctly, and that the person was eligible to sign this petition. (Signature)

address 18895 Fish Rd - Wilder ID 83676 Post office
and sworn to before me this 18th day of March, 2019. (Notary Seal)

at Canyon County Caldwell, ID Notary Public Residing



PETITION

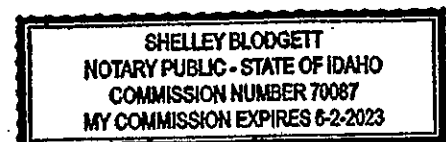
We, the undersigned citizens and registered electors of Canyon County, residing in the impacted area described in the attached legal description and illustrated on the attached maps, are in support of this petition to excise and annex a portion of Wilder School District #133 to Homedale School District #370.

This petition to excise and annex is being proposed because it is in the best interests of the approximately 50 children residing in the impacted area. It would ensure that students already established in Homedale schools could stay through graduation. Students and families in the impacted area already identify as Homedale Trojans and support the district. They also identify as Homedale residents and members of the community. Homedale is the natural trade district for families in the impacted area. It would also provide safe transportation by bus to and from school. It would provide school board representation for the impacted families. Finally, the Homedale School District provides more diverse extracurricular opportunities for our children.

Signature	Printed Name	Residence Street and Number	City	Date
<u>Christine Ketterling</u>	Christine Ketterling	19023 Hwy 95	Wilder, ID 83676	3-4-19
<u>Jana Driskell</u>	Jana J. Driskell	18973 Hwy 95	Wilder, ID 83676	3/9/19
<u>Melvin Driskell</u>	Melvin Driskell	18973 Hwy 95	Wilder, ID 83676	3/9/19
<u>Nicholas Ketterling</u>	Nicholas Ketterling	19023 Hwy 95	Wilder, ID 83676	3-8-19
<u>Mike Truesdell</u>	Mike Truesdell	19450 Fargo Rd	Wilder, ID 83676	3-9-19
<u>Julia Truesdell</u>	Julia Truesdell	27565 Petolla Rd	Wilder, ID 83676	
<u>Susan Anderson</u>	SUSAN ANDERSON	27565 Petolla Rd	Wilder, ID 83676	

I, Christine Ketterling, swear, under penalty of perjury, that I am a resident of the State of Idaho and at least eighteen (18) years of age; and 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 and the accompanying required information on the signature sheet correctly, and that the person was eligible to sign this petition. (Signature) Christine Ketterling Post office address 19023 Hwy 95 Wilder, ID 83676 Subscribed and sworn to before me this 15 day of March, 2019. (Notary Seal)

Shelley Blodgett Notary Public Residing at Owyhee County



PETITION

We, the undersigned citizens and registered electors of Canyon County, residing in the impacted area described in the attached legal description and illustrated on the attached maps, are in support of this petition to excise and annex a portion of Wilder School District #133 to Homedale School District #370.

This petition to excise and annex is being proposed because it is in the best interests of the approximately 50 children residing in the impacted area. It would ensure that students already established in Homedale schools could stay through graduation. Students and families in the impacted area already identify as Homedale Trojans and support the district. They also identify as Homedale residents and members of the community. Homedale is the natural trade district for families in the impacted area. It would also provide safe transportation by bus to and from school. It would provide school board representation for the impacted families. Finally, the Homedale School District provides more diverse extracurricular opportunities for our children.

Signature	Printed Name	Residence Street and Number	City	Date
<i>[Signature]</i>	DAWN MEIN	28186 Siloway	Wilder	ID 3-12-19
<i>[Signature]</i>	Kent MAHA	28186 Siloway	Wilder	ID 3-12-19
<i>[Signature]</i>	EDWIN LOOMIS	28163 Siloway	Wilder	ID 3-12-19
<i>[Signature]</i>	Linda T. Loomis	28163 Siloway	Wilder	ID 3-12-19
<i>[Signature]</i>	KEVIN L. GUTHRIE	28079 Silo Way	Wilder	ID 3-12-19
<i>[Signature]</i>	Robin R. Guthrie	28079 Silo Way	Wilder	ID 3-12-19
<i>[Signature]</i>	William Huckins	28223 Silo Way	Wilder	ID 3-12-19
<i>[Signature]</i>	Sharon Huckins	28223 Silo Way	Wilder	ID 3-12-19

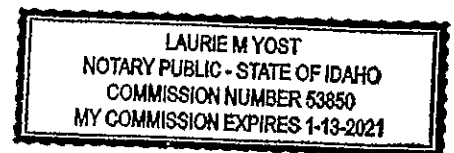
I, Antonio Uranga, swear, under penalty of perjury, that I am a resident of the State of Idaho and at least eighteen (18) years of age; and that every person who signed this sheet of the foregoing petition signed his or her name thereto in my presence. I believe that each has stated his or her name and the accompanying required information on the signature sheet correctly, and that the person was eligible to sign this petition. (Signature) *[Signature]* Post office

address 28148 Silo Way, Wilder, ID 83676 Subscribed

and sworn to before me this 13 day of MARCH, 2019. (Notary Seal)

Notary Public Residing

[Signature]
Canyon County, Baldwell, ID



PETITION

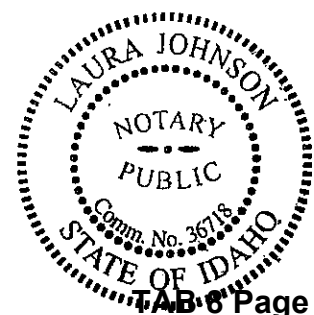
We, the undersigned citizens and registered electors of Canyon County, residing in the impacted area described in the attached legal description and illustrated on the attached maps, are in support of this petition to excise and annex a portion of Wilder School District #133 to Homedale School District #370.

This petition to excise and annex is being proposed because it is in the best interests of the approximately 50 children residing in the impacted area. It would ensure that students already established in Homedale schools could stay through graduation. Students and families in the impacted area already identify as Homedale Trojans and support the district. They also identify as Homedale residents and members of the community. Homedale is the natural trade district for families in the impacted area. It would also provide safe transportation by bus to and from school. It would provide school board representation for the impacted families. Finally, the Homedale School District provides more diverse extracurricular opportunities for our children.

Signature	Printed Name	Residence Street and Number	City	Date
	Coleen Schaub	19910 Snowblossom Ct.	Wilder	3/11/19
	Justyn Amick	27647 Petolla Rd	Wilder	3/11/19
	Jaceff Amick	27647 Petolla Rd	Wilder	3/11/19
	Dystie Lynette	27613 Petolla Rd	Wilder	3/11/19
	Brett Lynette	27613 Petolla Rd	Wilder	3-11-19
	CRAIG S. MARTIN	27638 WHEAT RIDGE RD.	WILDER	3-11-19
	DANIEL HAWKINS	27559 PETOLLA RD	WILDER	3-11-19
	Caeris L. Whiteley	27596 PETOLLA RD	WILDER	3-11-19
	Brodee Walker	27547 PETOLLA RD	WILDER	3-11-19
	Vanessa Zenor	27547 Petolla Rd	Wilder	3-11-19
	Twila Clagg	28061 Middle Rd	Wilder	3/11/19
	DON CLAGG	28061 Middle Rd	Wilder	3-11-19
	Allysa Clagg	28061 Middle Rd	Wilder	3/11/19

I, Twila Clagg, swear, under penalty of perjury, that I am a resident of the State of Idaho and at least eighteen (18) years of age; and 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 and the accompanying required information on the signature sheet correctly, and that the person was eligible to sign this petition. (Signature) Twila Clagg Post office address 28061 Middle Rd Wilder, ID 83676 Subscribed and sworn to before me this 12 day of March, 2019. (Notary Seal)

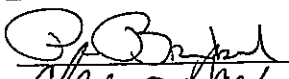
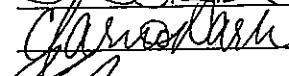
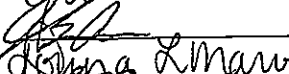
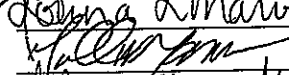
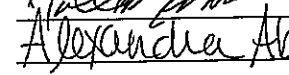
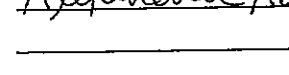
at Canyon County Notary Public Residing



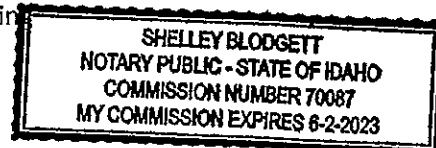
PETITION

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Signature	Printed Name	Residence Street and Number	City	Date
	Pam Brunabend	28129 Watkins Glen Ct.	Wilder	3/10/19
	CLARISSA PARKER	28081 WATKINS GLEN CT.	WILDER	83676 3/10/19
	Judson Parker	28081 Watkins Glen Ct	Wilder	83676 3/10/19
	Donna L Marose	28017 Watkins Glen Ct.	Wilder	3-10-19
	MICHAEL W. MAROSE	28017 WATKINS GLEN CT	WILDER	3/10/19
	Alexandra Abbott	28017 Watkins Glen Ct	Wilder	3-10-

I, Donna Marose swear, under penalty of perjury, that I am a resident of the State of Idaho and at least eighteen (18) years of age; and 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 and the accompanying required information on the signature sheet correctly, and that the person was eligible to sign this petition. (Signature) Donna Marose Post office address 28017 Watkins Glen Ct. Wilder, ID 83676 Subscribed and sworn to before me this 11 day of March, 2019. (Notary Seal)
Shelley Blodgett Notary Public Residing at Homedale, ID





June 12, 2018

Gavin Parker
18895 Fish Road
Wilder, Idaho 83676
City, State Zip

Subject: Homedale School District Annexation
Annexation Boundary Legal Description

HECO File No. HSD 18-0314

Dear Mr. Parker:

Please find enclosed, the legal description for the proposed annexation boundary.
This legal description is intended solely for your use during the annexation election process.

Regards,
HECO ENGINEERS

By: _____


Chad Carter, P.E.
Project Engineer

Enclosures: HSD Annexation Boundary Description

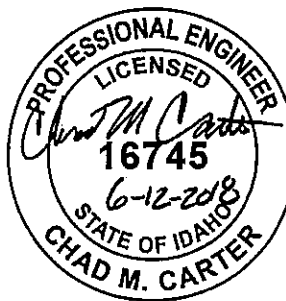
B.1)

BOUNDARY DESCRIPTION
Homedale School District
Homedale, Idaho
Proposed Annexation Boundary

Located within Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho, as follows:

BEGINNING at the east ¼ corner of Sec. 34, Township 4 North, Range 5 West, BM;
thence west 1 mile to the ¼ corner common to Sec. 33 & Sec. 34, Township 4 North, Range 5 West, BM;
thence north 1/4 mile to the SE corner of the NE 1/4 NE 1/4 of said Sec. 33;
thence west to the northwest 1/16 corner of Sec. 33, Township 4 North, Range 5 West, BM;
thence west to the middle of the channel of the Snake River, said point also being on the Canyon-Owyhee County line;
thence downstream along the middle of the channel of the Snake River and said county line to a point where the north boundary line of Sec. 29, Township 4 North, Range 5 West, BM, intersects the middle of the channel of the Snake River, said point also being on the Canyon- Owyhee County line;
thence east to the north ¼ corner of said Sec. 29;
thence east 2 & 1/2 miles to the NE corner of Sec. 27, Township 4 North, Range 5 West, BM;
thence south 1 & 1/2 miles to the west ¼ corner of Sec. 34, Township 4 North, Range 5 West, BM, to the **POINT OF BEGINNING**.

This description is based on publicly available information and is intended solely for use during the annexation election process.



END OF THIS DESCRIPTION THAT CONTAINS 1 PAGE(S).

New annexation boundary

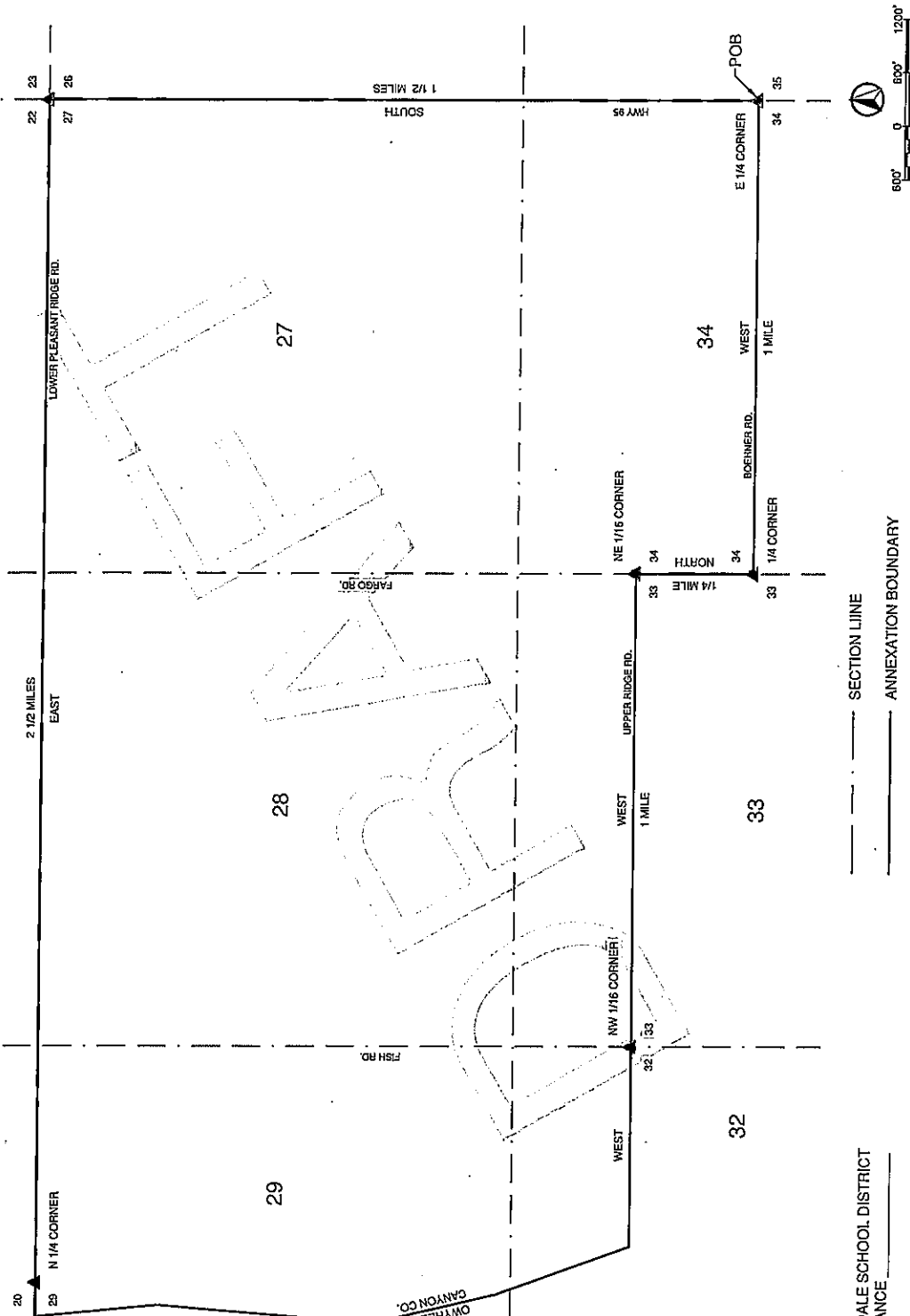
BEGINNING at the east $\frac{1}{4}$ corner of Sec. 34, Twp. 4 N, R 5 WBM;
thence west 1 mile to the $\frac{1}{4}$ corner common to Sec. 33 & Sec. 34, Twp. 4 N, R 5 WBM;
thence north $\frac{1}{4}$ mile to the SE corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Sec. 33;
thence west to the northwest $\frac{1}{16}$ corner of Sec. 33, Twp. 4 N, R 5 WBM;
thence west to the middle of the channel of the Snake River, said point also being on the Canyon-Owyhee County line;
thence downstream along the middle of the channel of the Snake River and said county line to a point where the north boundary line of Sec. 29, Twp. 3 N, R 4 WBM, intersects the middle of the channel of the Snake River, said point also being on the Canyon- Owyhee County line;
thence east to the north $\frac{1}{4}$ corner of Sec. 29, Twp. 4 N, R 5 WBM;
thence east 2 & $\frac{1}{2}$ miles to the NE corner of Sec. 27, Twp. 4 N, R 5 WBM;
thence south 1 & $\frac{1}{2}$ miles to the west $\frac{1}{4}$ corner of Sec. 34, Twp. 4 N, R 5 WBM, to the POINT OF BEGINNING.

New annexation boundary – by road

BEGINNING at the intersection of Highway 95 and Boehner Rd.;
thence west 1 mile along Boehner Rd. to Fargo Rd;
thence north $\frac{1}{4}$ mile along Fargo Rd. to an unnamed field road (SE corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Sec. 33);
thence west to a point in Fish Road (northwest $\frac{1}{16}$ corner of Sec. 33, Twp. 4 N, R 5 WBM);
thence continuing west to the middle of the channel of the Snake River, said point also being on the Canyon-Owyhee County line;
thence downstream along the middle of the channel of the Snake River and said county line to a point where the north boundary line of Sec. 29, Twp. 3 N, R 4 WBM, intersects the middle of the channel of the Snake River, said point also being on the Canyon- Owyhee County line;
thence east to Lower Pleasant Ridge Rd.;
thence east 2 & $\frac{1}{2}$ miles along Lower Pleasant Ridge Rd. to Highway 95;
thence south 1 & $\frac{1}{2}$ miles along Highway 95 to the intersection of Highway 95 and Boehner Rd., the POINT OF BEGINNING.

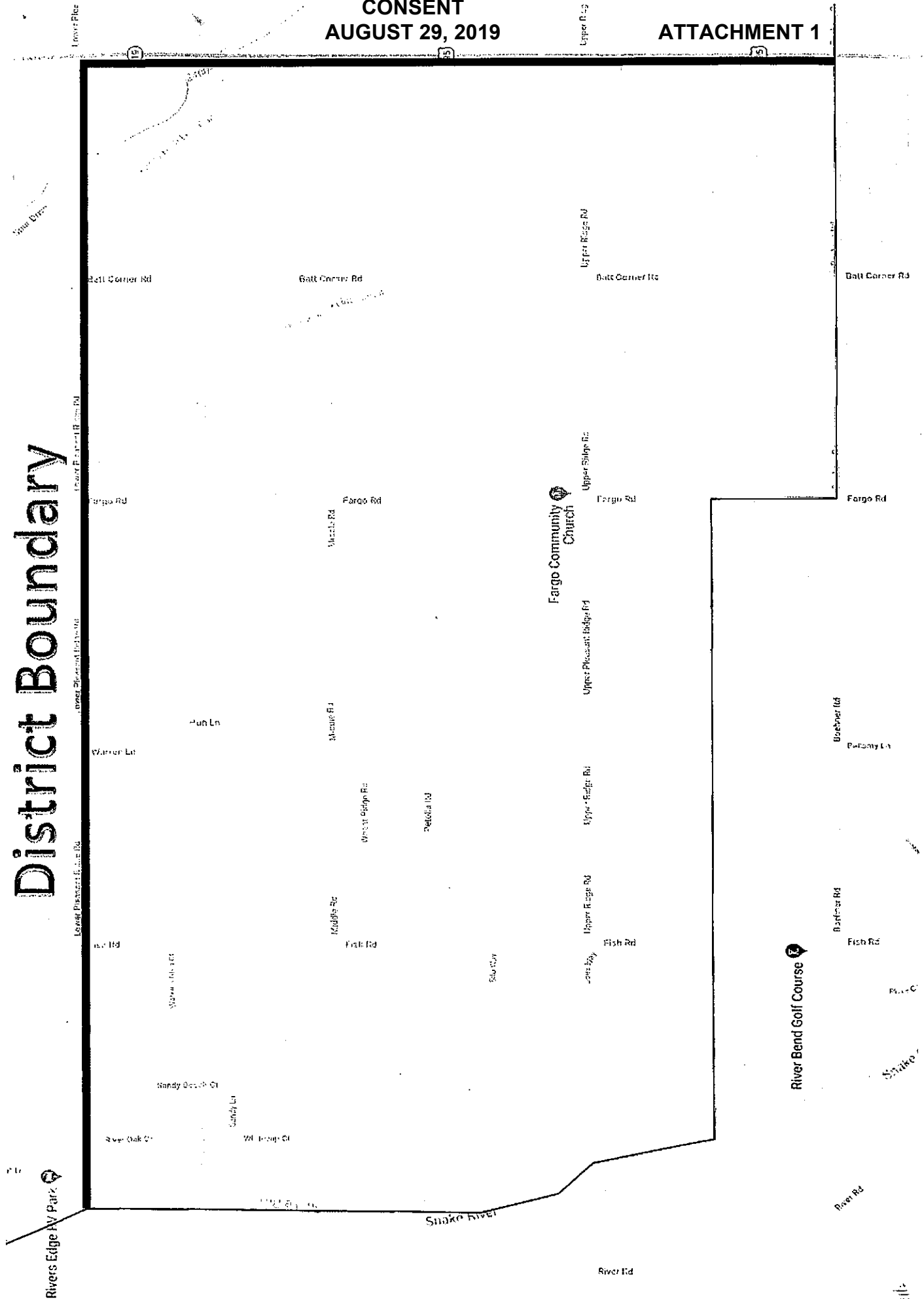
HOMEDALE SCHOOL DISTRICT
ANNEXATION BOUNDARY

SECTIONS 27, 28, AND A PORTION OF SECTIONS 29, 32, 33, AND 34
TOWNSHIP 4 NORTH, RANGE 5 WEST, B.M.
CANYON COUNTY, IDAHO
2019

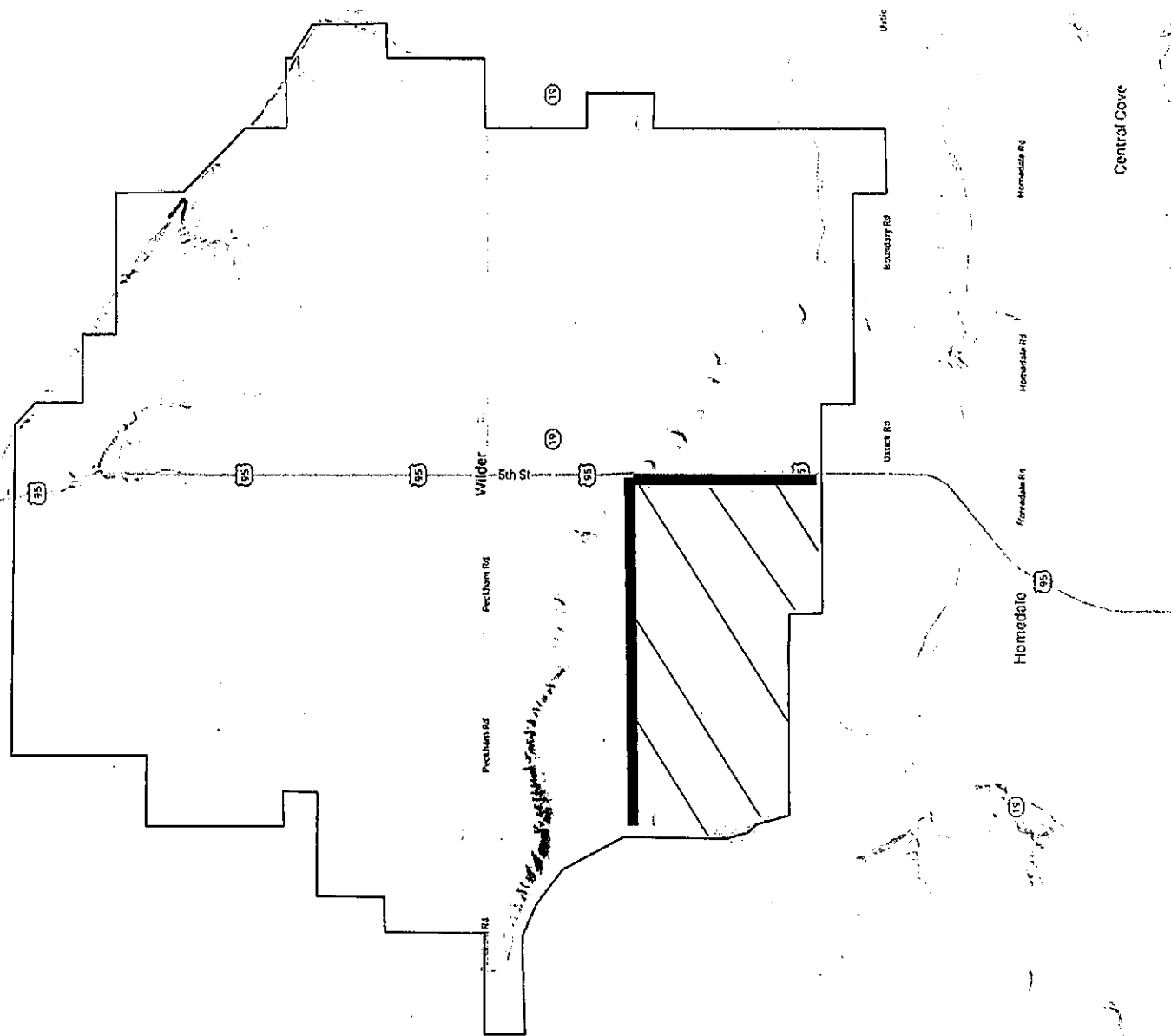
HOMEDALE SCHOOL DISTRICT
ORDINANCE

THIS DESCRIPTION WAS PREPARED FROM PUBLICLY AVAILABLE RECORD INFORMATION, USING PUBLIC LAND SURVEY SYSTEM CORNERS. ALL DISTANCES ARE APPROXIMATE.

Proposed Annexation into Homedale School District Boundary



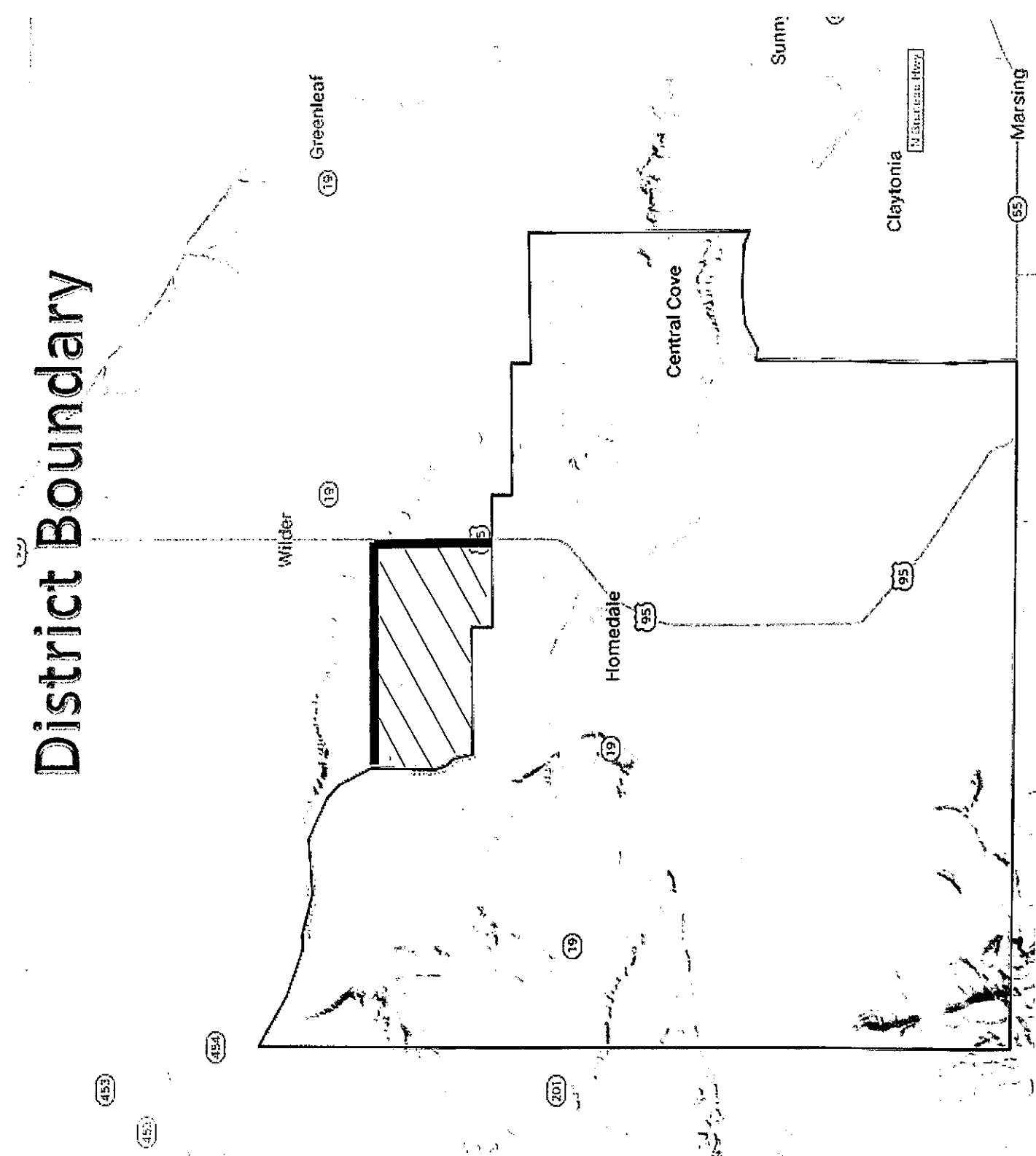
Proposed Annexation of Wilder District



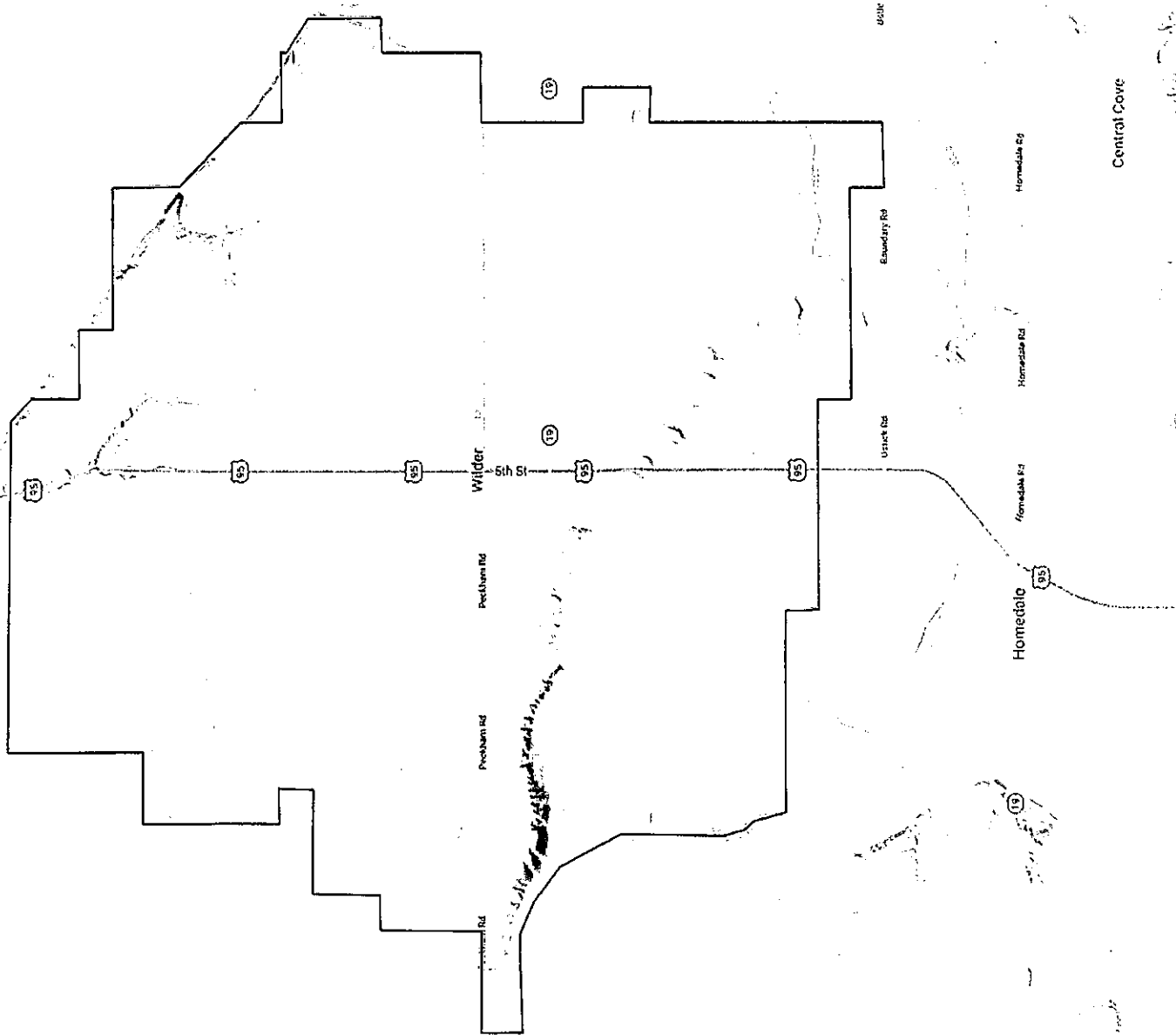
C3)

Proposed Annexation into Homedale School

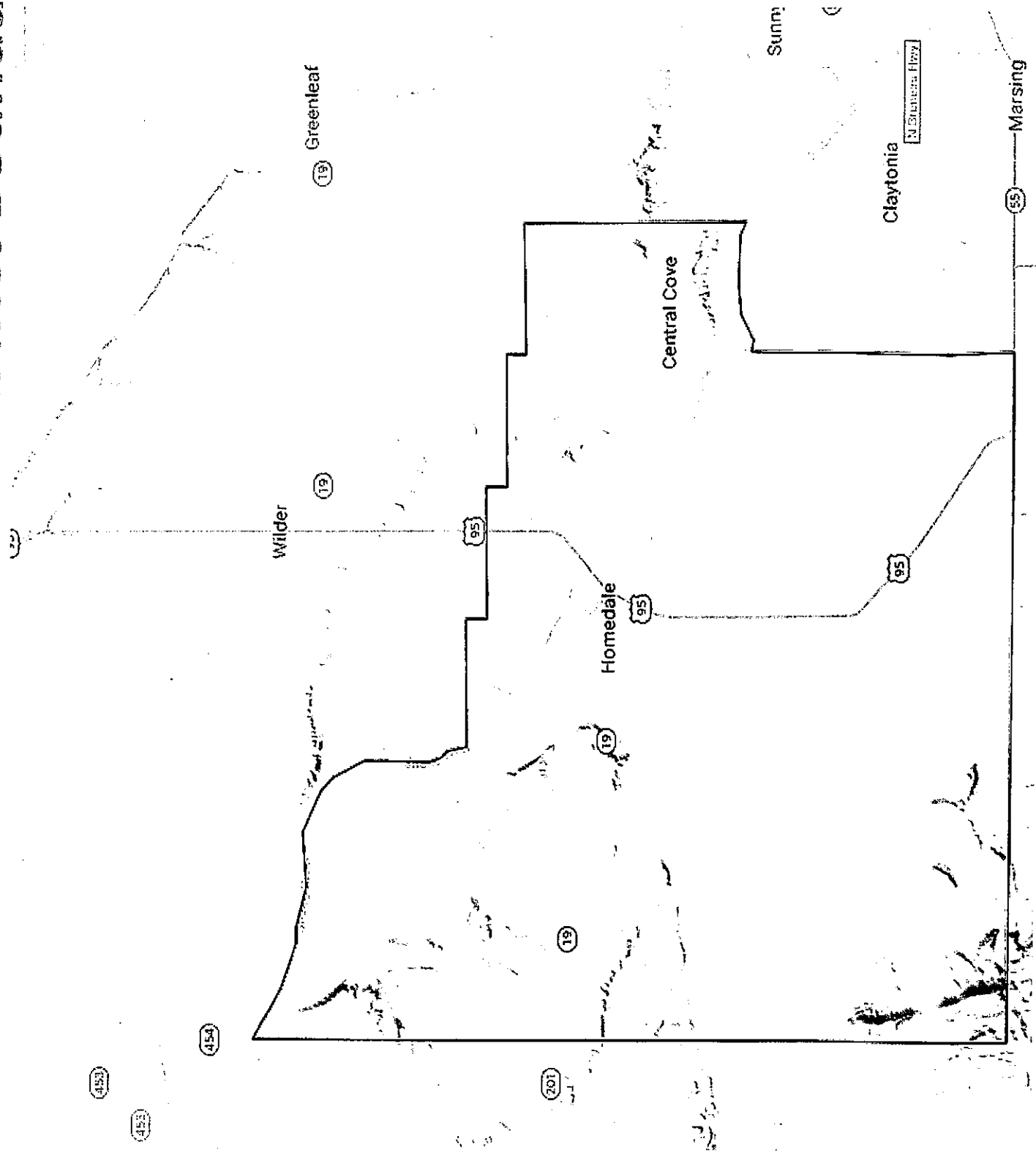
District Boundary



Current Wilder School District Boundary



Current Homedale School District Boundary



ATTACHMENT D

NAMES OF AFFECTED SCHOOL DISTRICTS

The name of the School District from which the area is proposed to be excised is:

Wilder School District No. 133, Canyon County, State of Idaho

The name of the School district to which the area is proposed to be annexed is:

Homedale Joint School District No. 370, Owyhee and Canyon Counties, State of Idaho

ATTACHMENT E

A description of the reasons for which the petition is being submitted:

This petition (the "Petition") to excise and annex a portion of Wilder School District #133 to Homedale School District #370 (the "Petition Area") is being proposed because it is in the best interest of the children residing in the Petition Area (the "Annexation").

Rules of the State Board of Education, 08.02.01.050.03(b) provide that the best interest of the children shall be determined considering "all relevant factors", and lists four specific categories that may be considered. This description discusses the four criteria and how the Petition Area satisfies them. Other relevant factors in the opinion of the petitioners are also included.

A. 03(b) Factors

(i) "The safety and distance of the children from the applicable schools."

The Petition Area is the extreme southwest portion of the Wilder District and borders the northern boundary of the Homedale District. Neither District has a school in the Petition Area and the distance to Homedale Schools or Wilder Schools is generally the same from within the Petition Area.

Children are likely bussed or driven to school in either district as opposed to being within walking distance where the existence of sidewalks or other traffic features and amenities would be an issue for safety. Accordingly, the comparative safety of transportation alternatives is not materially different in the Homedale District.

That the safety and proximity factors favor Homedale school is evidenced by the fact that most of the children in the Petition Area already attend Homedale schools. Yet, annexation would have further benefits: because these students are out of district they cannot be bused to and from school. Parents must make other arrangements to transport children safely to and from

school. If the Petition Area was part of the Homedale District these children would be safely transported by bus to and from school.

(ii) Views of interested parties as these views pertain to the interests of the children residing in the Petition Area.

This Petition was signed by over 80 people in the Petition Area. The Petitioners believe this represents over 50% of the residents, even though the requirement for a petitioner-driven annexation is only 25%. The Petitioners believe that of those students attending either Homedale Schools or Wilder Schools¹, over 80% attend Homedale Schools at this time.

The Petitioners believe the Board of Trustees of the Homedale District support the Annexation as an interested party.

The Wilder District is also an interested party. The Petitioners believe the Annexation will have a minimal impact on the Wilder District. The Homedale District receives state support dollars (Average Daily Attendance/ADA) for the students enrolled including those residing in the Annexation Area, and because such an overwhelming majority of those students already attend Homedale schools the financial impact on the Wilder District will be minimal.

(iii) Adjustment of children to their home and neighborhood environment:

Children in the Petition Area already attending Homedale schools do so through the Homedale District's open enrollment policy. However, the open enrollment policy is a year by year decision by the Board of Trustees, so there is no assurance that children in the Petition Area who are now attending Homedale schools will be able to continue doing so through their school careers. An interruption of this continuity obviously would affect children's curriculum and

¹ Petitioners are unable to ascertain the total number of school age children in the Petition Area which might include home-school children or children traveling to private schools

participation in extra curricular activities not to mention the support of established peer networks.

The Homedale District's open enrollment policy is also dynamic and changes as the Homedale District assesses its staffing resources on an annual basis. For example, the Homedale District is currently not allowing open enrollment for third grade. Thus, families with third graders whose children attend other Homedale schools are faced with sending their children to different school districts at the same time. For other reasons also, families find themselves with children in both Districts.

The Annexation would not require any "adjustment" for a majority of the children in the Petition Area; in fact, just the opposite, denying the Annexation risks an interruption in continuity that would require major adjustment by the affected students.

- (iv) Suitability of school(s) and school district which is gaining students in terms of capacity and community support:

The suitability of the Homedale schools is already evidenced by the attendance pattern noted above. The parents of these children obviously believe the Homedale schools provide adequate and suitable facilities.

Some basic metrics illustrate the comparative advantage of the Homedale District:

	<u>Homedale</u>	<u>Wilder</u>
Total Enrollment	1,208	542
General Fund Budget (2019)	\$8,243,875	\$3,965,979
Market Value/Student	\$331,856	\$551, 259
COSSA Levy	Yes	Yes
Plant Levy ²	Yes	No

² Adopted through FY 2025.

Bonded Debt Outstanding	None	\$4,615,000
-------------------------	------	-------------

The Homedale District has already planned for additional elementary facilities that will accommodate the potential for greater growth in coming years due in part to the Annexation. Through the use of existing plant facility funds the Homedale District is adding 4 classrooms to the Elementary School to be placed in service by Fall 2021. Funding for the new classrooms will not require adjustments to the current levy rate or any increased tax burden to the districts patrons. The Homedale District has demonstrated that it is equipped to continue educating the children in the Petition Area because the vast majority of students are currently enrolled in Homedale Schools.

B. Other Relevant Factors

Although most of the children in the Petition Area already attend Homedale schools, because they are out of district their families have no representation on the Board of Trustees. If these families were in the Homedale District, they would have a say in representation on the Board of Trustees and therefore critical input on decisions that impact the education of their children. Although they have a Wilder District zip code, families in the Petition Area see themselves as members of the Homedale District community. Some of these families own businesses in Homedale and many work in the community. They transact business in Homedale; shop in local stores, frequent local eateries, gas up their cars at the convenience stores, and rely on many of the other local businesses in town for goods and services. Homedale is most certainly the natural trade location for families in the Petition Area.

C. Summary

In summary, the annexation is in the best interest of the children residing in the Annexation Area because (i) it would provide safe transportation by bus to and from school;

(ii) it would ensure that students already established in Homedale District schools could stay through graduation; and (iii) it would provide more diverse extracurricular opportunities all within the District's current capabilities.

June 10, 2019

RE: Homedale Wilder Annexation Petition

To Whom It May Concern:

Please see the attached additional boundary documents:

1. Boundary Description (dated 6.6.2019)
2. Annexation Boundary Map (final copy without 'Draft' watermark)

These documents are to be included in the petition as they are the final drafts of the legal description and boundary map of the proposed area to be annexed.

These documents replace attachments B1 and C in the original petition as well as the 'New Annexation Boundary' section of attachment B2. These attachments were in rough draft form and are to be replaced with the attached final versions.

Thank you for your time and consideration.

Sincerely,

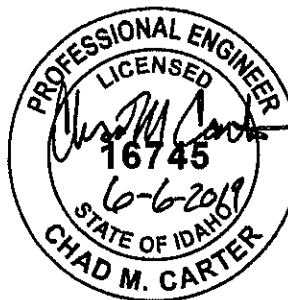
Gavin Parker

BOUNDARY DESCRIPTION
Homedale School District
Homedale, Idaho
Annexation Boundary

Located within Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho, as follows:

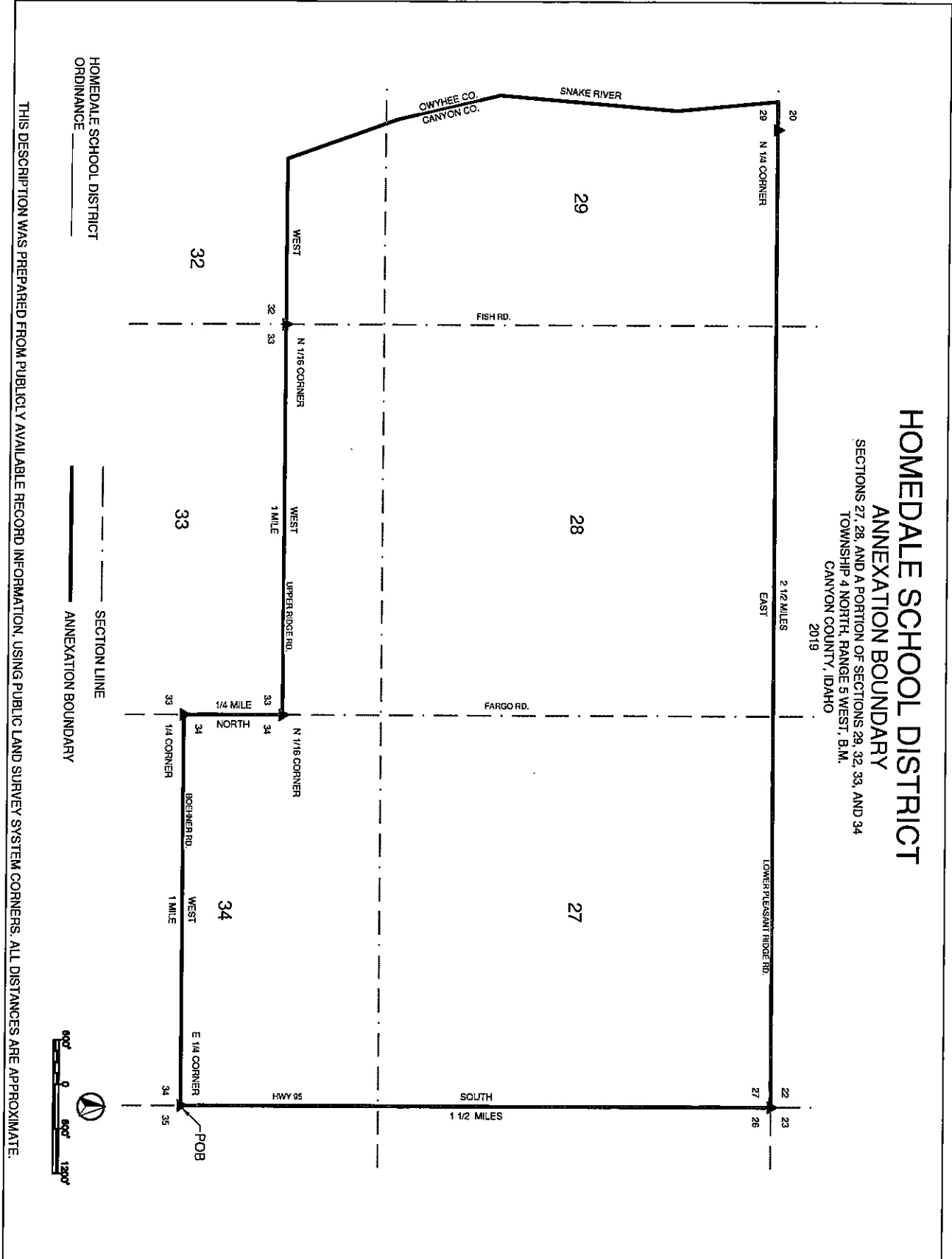
BEGINNING at the east 1/4 corner of Sec. 34, Township 4 North, Range 5 West, BM;
thence west 1 mile to the 1/4 corner common to Sec. 33 & Sec. 34, Township 4 North, Range 5 West, BM;
thence north 1/4 mile to the north 1/16 corner common to Sec. 33 & Sec. 34, Township 4 North, Range 5 West, BM;
thence west 1 mile to the north 1/16 corner common to Sec. 32 & Sec. 33, Township 4 North, Range 5 West, BM;
thence west to the middle of the channel of the Snake River, said point also being on the Canyon-Owyhee County line;
thence downstream along the middle of the channel of the Snake River and said county line to a point where the north boundary line of Sec. 29, Township 4 North, Range 5 West, BM, intersects the middle of the channel of the Snake River, said point also being on the Canyon- Owyhee County line;
thence east to the north 1/4 corner of said Sec. 29, Township 4 North, Range 5 West, BM;
thence east 2 & 1/2 miles to the NE corner of Sec. 27, Township 4 North, Range 5 West, BM;
thence south 1 & 1/2 miles to the east 1/4 corner of Sec. 34, Township 4 North, Range 5 West, BM, to the **POINT OF BEGINNING**.

This description is based on publicly available information using public land survey system corners. All distances are approximate.



END OF THIS DESCRIPTION THAT CONTAINS 1 PAGE(S).

File Location: g:\Users\jcar\Documents\2019\Homedale School\HomedaleSchool.dwg
Last Modified By: jcar
Date Modified: Thursday, June 8, 2018 at 05:06 PM



<p>HOMEDALE SCHOOL DISTRICT</p> <p>ANNEXATION BOUNDARY</p>		<p>HECO ENGINEERS</p> <p>32 N Main Street • PO Box 225 • Payette, ID 83661 1975 S Advance Ave, Suite 140 • Eagle, ID 82616 208.642.2384 • info@hecoengineers.com</p>																	
<p>PROJECT NO.: HSD 18-0314 DESIGNED BY: C. CARTER DRAWN BY: J. MURPHY DATE CHECKED BY: C. CARTER QC BY: C. CARTER</p>		<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		NO.	DATE	BY	DESCRIPTION												
NO.	DATE	BY	DESCRIPTION																
<p>EXHIBIT 1</p> <p>CONSENT - SDE</p>		<p>TAB 8 Page 3</p>																	

July 18, 2019

Re: Homedale Wilder Annexation Petition

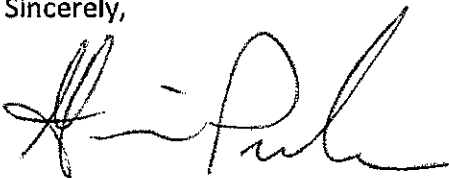
Dear Mrs. Helen Henderson,

Thank you for bringing to my attention that the estimated number of students in the proposed annexation area was inadvertently omitted from the final draft of Attachment E of our petition.

Our best estimate is that there are a total of 64 school aged children residing in the area described in the petition. This estimate is based on the numbers provided by both the Homedale and Wilder School Districts. The Homedale District has verified that they have 32 children enrolled from within the proposed annexation area and the Wilder District claims they also have 32 children enrolled from within the proposed area. This is most certainly an estimate as we are taking both school districts at their word. In the Wilder School District's own estimates, they did underreport the number of children attending Homedale schools by 14 children, which causes me to question the number of 32 children they have reported for their own district. Additionally, the Homedale District has received 10 more applications for enrollment from children within the proposed area. If these children were enrolled in the Homedale District their number would increase to 42 and the Wilder District's would drop to 22.

Please let me know if I need to provide any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gavin Parker', with a stylized, cursive script.

Gavin Parker

**RESOLUTION OF JOINT SCHOOL DISTRICT NO. 370
OWYHEE AND CANYON COUNTY, STATE OF IDAHO**

A RESOLUTION CONSIDERING PETITION TO EXCISE AND ANNEX A PORTION OF WILDER SCHOOL DISTRICT NO. 133 INTO THE DISTRICT AND MAKING RECOMMENDATION TO IDAHO STATE BOARD OF EDUCATION.

WHEREAS, Joint School District No. 370, Owyhee and Canyon Counties, Idaho (the "District") is a school district created and operating under the laws of the State of Idaho; and

WHEREAS, School District No. 133, Canyon County, Idaho ("Wilder District") is a school district created and operating under the laws of the State of Idaho; and

WHEREAS, Section 33-308, Idaho Code sets forth the qualifications and procedure for excision and annexation of territory of one school district into another; and

WHEREAS, the District has received a petition from parents residing in the Wilder District (the "Petitioners") requesting annexation and excision of certain property of the Wilder District to the District (the "Petition"); and

WHEREAS, in accordance with Idaho Code, the District is considering the Petition at its first regular Board of Trustees meeting following receipt of the Petition.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the District as follows:

Section 1. That the District has reviewed the Petition and determined that the Petition, and all supporting documentation, contains the information required to be included by Section 33-308(2)(a)-(f), Idaho Code.

Section 2. That the District has considered the issues raised in the Petition and the reasons for which the Petition was submitted and agrees with Petitioners that excision and annexation of the proposed property would be in the best interests of the children residing in the area described in the Petition.

Section 3. That the District, in compliance with Section 33-308(3), Idaho Code, shall within ten days of this meeting, submit the Petition and its recommendation to the Idaho State Board of Education.

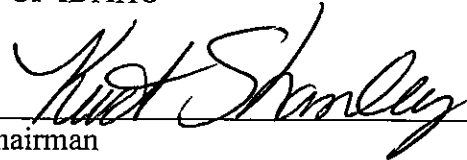
Section 4. That the District's recommendation concerning the Petition shall be in substantially the form attached hereto as Exhibit A.

ADOPTED AND APPROVED this 8th day of April, 2019.

BOARD OF TRUSTEES OF
JOINT SCHOOL DISTRICT NO. 370,
OWYHEE AND CANYON COUNTIES,
STATE OF IDAHO

By:

Chairman



(SEAL)

ATTEST:

By:



Board Clerk

EXHIBIT A

(See attached Letter of Recommendation to State Board of Education)



CONSENT
AUGUST 29, 2019 **ATTACHMENT 4**
Homedale Jt. School District #370
Owyhee and Canyon Counties
116 East Owyhee Ave. • Homedale, ID 83628-3227
Telephone: 208.337.4611 Fax: 208.337.4911
www.homedaleschools.org

Rob Sauer, Superintendent
Faith Olsen, Business Manager/Board Clerk

Kurt Shanley, Chairman, Board of Trustees
Debbie Denney, Assistant Clerk/Treasurer

April 9, 2019

Idaho State Department of Education
650 West State Street
Boise, Idaho 83702

To Whom It May Concern:

Re: Recommendation Concerning Annexation Petition

Pursuant to Section 33-308(3), Idaho Code, please find enclosed a copy of a petition (the "Petition") Joint School District No. 370, Owyhee and Canyon Counties, State of Idaho (the "District") received seeking to change the boundaries between School District No. 133 ("Wilder") and the District. The District is transmitting this petition and its recommendation related thereto within the ten (10) days after the District's first regular Board of Trustees meeting subsequent to receipt of the Petition, held on April 8, 2019.

The District recommends that the requested petition for boundary modification be approved by the State Board of Education. Such recommendation is based on the following:

1. The enclosed petition meets the procedural requirements of Section 33-803(1) and (2)(a)-(f).
2. The safety and distance of the children from the applicable schools is not materially different whether the children attend the District or Wilder because the distance from either district is such that the children are in need of bussing or being driven to school. However, many of the children in the proposed area already attend the District's schools and because they are out of the boundaries, they cannot be bused to and from school. Amending the boundary would allow for the children to be safely transported to and from school without parents having to make alternative arrangements.
3. There is strong community support for the annexation and excision. The District believes that over 50% of the residents supported the petition. Idaho Code only requires 25% to procedurally qualify a petition. Furthermore, the District believes the annexation would have minimal impact, especially given a majority of the children are currently enrolled in District schools.

Idaho State Department of Education
Page 2

4. Many of the children already attending District schools do so through the District's open enrollment policy. However, the open enrollment policy is a year by year decision by the Board of Trustees, so there is no assurance that children will be able to continue doing so through their school careers. An interruption of this continuity obviously would affect children's curriculum and participation in extra curricular activities, not to mention the support of established peer networks. Annexing these children into the District's boundaries would eliminate the potential for interruption.
5. The District has already planned for additional elementary facilities that will accommodate the potential for greater growth in coming years due in part to the Annexation. Through the use of existing plant facility funds the District is adding 4 classrooms to the Elementary School to be placed in service by Fall 2021. Funding for the new classrooms will not require adjustments to the current levy rate or any increased tax burden to the District's patrons, including those in the annexation area. The District has demonstrated that it is equipped to continue educating the children in the Petition Area because the vast majority of students are currently enrolled in Homedale Schools.

For the above reasons, the District agrees that the excision and annexation proposed by the Petition is in the best interest of the children and therefore recommends the boundary modification as proposed.

Sincerely,

A handwritten signature in black ink, appearing to read "Kurt Shanley", written in a cursive style.

Kurt Shanley, Board Chair
Homedale School District No. 370

Wilder School District 133

419 Huff Road

Wilder, ID 83676

Ph: 208-337-7400 Fax: 208-337-7399

Our Vision

Students will graduate confident and prepared for post-secondary pursuits and responsible citizenship.

Our Mission

We are a District that expects student and adult success and we provide the motivation and tools to accomplish this.

Our Goals

Our students are college and career ready for their post-secondary choice.

Students will exit each grade level prepared for the next.

Each school has systems in place for instructional support for students.

Students' learning excels through rigor, relevance and relationships.

Students demonstrate trust for their teachers as an essential foundation for their learning success.

Our schools are child-centered communities that promote healthy behaviors and responsible citizenship.

Schools, parents and the community work together to enrich educational experiences for our children.

April 18, 2019

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

Dear Ladies and Gentlemen,

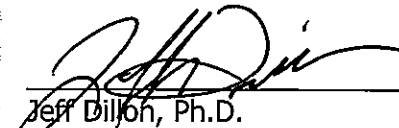
On behalf of the Wilder School Board of Trustees, we vehemently oppose the Annexation Petition.

Supporting documents will follow within the next few days.

Sincerely,



Patricia Clagg
Board Chairman



Jeff Dillon, Ph.D.
Superintendent of Schools

Attachments.

Wilder School District 133

419 Huff Road
Wilder, ID 83676

Ph: 208-337-7400 Fax: 208-337-7399

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April 30, 2019

To: Idaho State Board of Education

Re: Excision from the Wilder School District

This letter is to inform the Idaho State Board of Education of the issues that need to be considered regarding the petition of excision from the Wilder School District (WSD). The Wilder School Board adamantly rejects the current petition before the board based upon the following concerns. The decision must be made for all of the children in the proposed area, not just those on the petition.

The issues related to at-risk, disadvantaged, and being capable of serving all children equitably must be considered. First, will Wilder students with disadvantages such as poverty, special needs, and/or advanced academic needs be left with fewer services?

First, there is an obvious disparity gap between those who would like to annex into the Homedale School District (HSD). The area of home construction growth that is the greatest in the Wilder School District (WSD) is in this area in question. The homes being built in this area are middle and upper income homes and do not typically represent the majority of homes within the WSD. It has been documented that families buying or building homes in this area have been told by relators to send their children to the HSD. Additionally, relators have listed the home school district, in this particular area, as Homedale School District, which is an egregious and ethical violation to the relator profession. This constant push to persuade the middle and upper income families is an attempt to undermine the efforts of the WSD and the students who attend the district in growth and diversity. In essence this is a segregation effort by the majority non-poverty, from the minority and lower socioeconomic.

Second, records indicate that there are only 20 students living in the proposed WSD zone who attend the HSD. There are 19 students in the same area who attend the WSD. In addition, of the students who attend the WSD, the majority takes the bus daily as their only transportation to the WSD. What is best for students? The question is, which students? It would not be best for the 19 students who would be forced to attend a different district or pay for transporting their child(ren) to the WSD.

Third, bussing for petitioner's students

Idaho Code 33-1501. ...A board of trustees may require pupils who live less than one and one-half (1 1/2) miles from the nearest established bus stop to walk or provide their own transportation to such bus stop...

Based upon the location of these students within the petitioner's area most, if not all, are within the 1 1/2 miles from the nearest HSD bus stop.

Fourth, as the petitioners stated in their proposed request that one of the reasons was directly linked to safe bussing from their homes to the HSD. If this group or the HSD were truly interested in safe bussing, the district could have reached out to the WSD and requested an agreement per Idaho Code 33-1501. To afford more equal opportunity for public school attendance, the board of trustees of each district, including specially chartered school districts, shall, where practicable, provide transportation for the public school pupils within the district, and pupils resident within adjoining districts annually agreed to in writing by the districts involved, under conditions and limitations herein set forth. Nonpublic school students may be transported, where practicable, when the full costs for providing such transportation are recovered...

This request has never happened.

Fifth, another issue addressed in the petition by the petitioners was a concern regarding a potential denial of their out of district request to enroll their children. We believe that if this were factual, the Homedale School District could have offered the petitioners a change of policy to include the student in the proposed area protection of enrollment as an out of district student. It would be a relatively simple motion from the school board to protect these students and their ability to enroll regardless if they had full classrooms or programs, which would happen regardless if the petition is approved or not.

Wilder School District 133
419 Huff Road
Wilder, ID 83676
Ph: 208-337-7400 Fax: 208-337-7399

Sixth, this petition puts a financial impact on low socio-economic status student in the request area if they still desired to attend Wilder School District if the petition is upheld. Once again the families of means would move the financial burden to families of less means.

Seventh, If the petition is upheld it will force taxation without representation burden on the remaining patrons of the Wilder School District with an approximately 20% increase. The petition area taxable property value is near 50 million dollars of the 210 million dollars current value of the Wilder School District. In addition, if there were a reduction of 20 million dollars of property value for the district, it would reduce the Wilder School Districts COSSA 1/10 of 1% Levy 20% and reduce our ability to pay for the Special Education and Career Technical Educational programs the District has participated in for over 40 years.

Eighth, the WSD has been inquiring as to what narrative was given to the homeowners in the proposed area, who do not have children, to persuade them to sign the petition. It has been stated that the number one reason they should sign the petition was for lower school district taxes. I implore the State Board of Education to investigate this claim. According to Canyon County the HSD has a total taxation of .003773289 and the WSD has a total of taxation .002397444 for 2019.

In addition, if the HSD has full facilities, how will they be able to accommodate the increased student population without adding additional buildings or building a new elementary or high school. The WSD has ample room to accommodate growth for approximately 250 more students, without needing to add onto our elementary or mid/high school. What is best for students? If you were to compare facilities, the WSD has newer elementary and mid/high school facilities. The newer facilities provide the ability to create safer learning environments.

Ninth, regarding extra-curricular activities, the Wilder School District offer equitable activities as the Homedale School District.

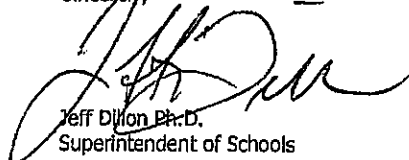
Tenth, we both participate in the Canyon Owyhee Student Service Agency (COSSA) consortium and students have access to the same programs and each district has additional Career Technical Education programs for students to have access.

Point of importance, in the mid-to-late 90's there was an effort on behalf of the WSD to combine the two districts into one and place a new high school between the two districts in the very location of the proposed land requesting to annex into the HSD. The HSD opposed the opportunity. It looks like there is an effort to hand pick the students and property value that best fits their desired demographics. An example of this comes from two separate reports, from the specific athletes, where an administrator/coach in the HSD has attempted to solicit/recruit these athletes from WSD. More recently, a student who was not an athlete was refused enrollment at the Homedale High School, and the reason reported to me by the parent, was they do not take Wilder students. There should be a records request of enrollment denials to determine if the standard for enrollment is based upon extra-curricular ability.

Finally, what's best for students? The Wilder School District offers a mastery-based learning environment and allows students to gain credits based upon having an 80% or greater grade on assignments, quizzes and summative assessments instead of the traditional seat time. The bar has been raised for all students to demonstrate competency of Idaho Content Standards and scores less than 80% are not accepted. This has produced a senior class with a 3.1 GPA and an average of 16 college credits have been earned. The district has been awarded as one of the top 25 most innovative districts in the nation with national recognition of excellence in this learning methodology.

The WSD has high quality technology for student to gain access to content and curriculum 24/7. Students are given the skills to utilize the technology that allows them the ability to demonstrate knowledge in many ways. All students are provided a pathway to support their preferred learning style.

Sincerely,



Jeff Dillon Ph.D.
Superintendent of Schools

369400 1912364

1 IDAHO STATE DEPARTMENT OF EDUCATION

650 W. STATE ST.
BOISE ID 83702

AFFIDAVIT OF PUBLICATION
STATE OF IDAHO

County of Canyon and Ada

SS.

Sharon Jessen
of the State of Idaho, being of first
duly sworn, deposes and says:

1. That I am a citizen of the United States, and at all times hereinafter mentioned was over the age of eighteen years, and not a party to the above entitled action.
2. That I am the Principle Clerk of the Idaho Press-Tribune, a daily newspaper published in the Counties of Canyon and Ada, State of Idaho; that the said newspaper is in general circulation in the said Counties of Canyon and Ada, and in the vicinity of Nampa, Caldwell, and Boise, and has been uninterruptedly published in said Counties during a period of seventy-eight consecutive weeks prior to the first publication of this notice, a copy of which is hereto attached.
3. That the notice, of which the annexed is a printed copy, was published in said newspaper 1 time(s) in the regular and entire issue of said paper, and was printed in the newspaper proper, and not in a supplement.

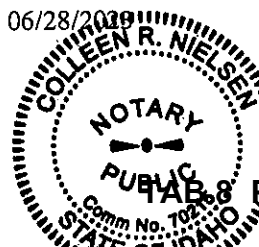
That said notice was published the following:
06/18/2019

Sharon Jessen
Sharon Jessen
STATE OF IDAHO
County of Canyon and Ada)

On this 18th day of June in the year of 2019 before me a Notary Public, personally appeared. Sharon Jessen, known or identified to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledge to me that he/she executed the same.

Colleen R. Nielsen
Notary Public for Idaho

My Commission expires 06/28/2029



LEGAL NOTICE

BEFORE THE IDAHO STATE BOARD OF EDUCATION

In Re: Petition to Excise Property from the Wilder School District and Annex it to the Homedale School District

Gavin Parker, et al., Petitioners,

A Petition filed with the Idaho State Department of Education pursuant to Section 33-308, Idaho Code, seeking to excise property from Wilder School District #133 and annex the same to Homedale School District #370. The property is located within Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho, as follows:

BEGINNING at the east ¼ corner of Sec. 34, Township 4 North, Range 5 West, BM;
Thence west 1 mile to the ¼ corner common to Sec. 33 & Sec. 34, Township 4 North, Range 5 West, BM;
Thence north ¼ mile to the north 1/16 corner common to Sec. 33 & Sec. 34, Township 4 North, Range 5 West, BM;
Thence west 1 mile to the north 1/16 corner common to Sec. 32 & Sec. 33, Township 4 North, Range 5 West, BM;
Thence west to the middle of the channel of the Snake River, said point also being on the Canyon-Owyhee County line;
Thence downstream along the middle of the channel of the Snake River and said county line to a point where the north boundary line of Sec. 29, Township 4 North, Range 5 West, BM, intersects the middle of the channel of the Snake River, said point also being on the Canyon-Owyhee County line;
Thence east to the north ¼ corner of said Sec. 29, Township 4 North, Range 5 West, BM;
Thence east 2 & ½ miles to the NE corner of Sec. 27, Township 4 North, Range 5 West, BM;
Thence south 1 & ½ miles to the east ¼ corner of Sec. 34, Township 4 North, Range 5 West, BM, to the POINT OF BEGINNING.

Notice is hereby given that a public hearing regarding the petition will be conducted on Thursday, June 20, 2019, beginning at 6:00 p.m., at the Wilder High School gymnasium, 419 Huff Road, Wilder. Attorney John Stellmon, of Eagle, ID, has been appointed by the Superintendent of Public Instruction to act as hearing officer in this matter, and to make written findings of fact, conclusions of law, and a recommendation to the State Board of Education for its consideration following the hearing. The hearing will be conducted according to the provisions of Title 67 Chapter 52, Idaho Code, and IDAPA 04.11.01, under authority of IDAPA 08.02.01.050. The purpose of this hearing is to receive evidence from the interested parties and comments from the public, both oral and written, regarding the petition.

Dated this 12th Day of June, 2019.

John Stellmon, Hearing Officer

June 18, 2019

1912364

Public Hearing - Annexation Petition
Sign in Sheet

Date: June 20, 2019, 6 - 8 p.m.

Location: Wilder High School

CONSENT - SDE

CONSENT
AUGUST 29, 2019

ATTACHMENT 6

Full Name	Address	Patron of: (circle one)	Testify? (circle one)	
JOHN E. BECHTER	175 MITCHELL DR, WILDER	Homedale SD	Wilder SD	N
Jeff Gillen	25233 Hwy 19 Wilder	Homedale SD	Wilder SD	N
Robert A. Foss (Petitioner)	627 Golden Gate Ave PO Box 26 Wilder	Homedale SD	Wilder SD	N
✓ Nathan Spantzi	26973 L. Pleasant Rd Rd	Homedale SD	Wilder SD	N
✓ David Hencolm	22790 Bodeo Ln. Paroma	Homedale SD	Wilder SD	N
✓ SONNY SARCEDA	112 A AVE WILDER	Homedale SD	Wilder SD	N
Richard Zakora	27789 lower pl rd	Homedale SD	Wilder SD	N
Joe F Zamora	27789 lower pl rd	Homedale SD	Wilder SD	N
✓ Gavin Parker	18895 Fish Rd Wilder	Homedale SD	Wilder SD	N
✓ Tess McCoy	27607 Petolla Rd. Wilder	Homedale SD	Wilder SD	N
✓ Curtis L. WH. TELEY	27596 PETOLLA RD. WILDER	Homedale SD	Wilder SD	N
✓ Kelly Walker	19933 Henlan Wilder	Homedale SD	Wilder SD	N
✓ Mary Ann Sarcada	112 A. AVE WILDER	Homedale SD	Wilder SD	N
Brianna Bond	20991 Fish Rd Wilder ID	Homedale SD	Wilder SD	N
Veronica Thomas	27655 Petolla Rd. Wilder, ID	Homedale SD	Wilder SD	N
✓ Matthew Holby	2663 Wheat Ridge Rd Wilder, ID	Homedale SD	Wilder SD	N

Please print clearly.

TAB 8 Page 2

**Public Hearing - Annexation Petition
Sign in Sheet**

Date: June 20, 2019, 6 - 8 p.m.

Location: Wilder High School

Full Name	Address	Patron of: (circle one)		Testify? (circle one)	N
		Homedale SD	Wilder SD		
✓ Susan Lincoln	22790 ROSEN LN, Parma 83669	Homedale SD	Wilder SD	Y	N
✓ John A. Foley	11787 W Blake Pl 83669	Homedale SD	Wilder SD	Y	N
✓ Magno Zamora	27789 Lower Pleasant ridge road	Homedale SD	Wilder SD	Y	N
✓ Greenbloom	27789 Lower Pleasant Wilder	Homedale SD	Wilder SD	Y	N
✓ Christine Ketterling	19023 Hwy 95 Wilder, 83676	Homedale SD	Wilder SD	Y	N
Nick Ketterling	19023 Hwy 95 Wilder 83676	Homedale SD	Wilder SD	Y	N
John Carlisle	16373 Lowers Way Caldwell 83607	Homedale SD	Wilder SD	Y	N
✓ Lindsey Linder	18895 Pzrh Rd. Wilder 83676	Homedale SD	Wilder SD	Y	N
✓ Cassandra Rosa	27661 Petolla Rd Wilder 83676	Homedale SD	Wilder SD	Y	N
✓ Adam Rosa	27661 Petolla Rd Wilder 83676	Homedale SD	Wilder SD	Y	N
✓ Patti Zatica	27585 Petolla Rd. Wilder 83676	Homedale SD	Wilder SD	Y	N
✓ Karen M. Hollywood	19277 Hwy 95, Wilder	Homedale SD	Wilder SD	Y	N
✓ Stacey Francis	19277 Hwy 95 Wilder	Homedale SD	Wilder SD	Y	N
✓ Kenny Thomas	227655 Petolla Rd Wilder 83676	Homedale SD	Wilder SD	Y	N
✓ Antonio Uranga	28148 SILVER WAY WILDER 83676	Homedale SD	Wilder SD	Y	N
		Homedale SD	Wilder SD	Y	N

Please print clearly.

Public Hearing - Annexation Petition
Sign in Sheet

Date: June 20, 2019, 6 - 8 p.m.

Location: Wilder High School

Full Name	Address	Patron of: (circle one)		Testify? (circle one)	
		Homedale SD	Wilder SD	Y	N
Erin Erickson	18874 Fish Road Wilder	Homedale SD	Wilder SD	Y	N
Rob Sewer	Superintendent Homedale School District	Homedale SD	Wilder SD	Y	N
Ann Nordstrom	19904 Warren Lane Wilder ID 83676	Homedale SD	Wilder SD	Y	N
Cody Walker	19933 Hun Lane Wilder ID	Homedale SD	Wilder SD	Y	N
Luanne Devise	27915 Upper Pleasant Ridge Rd Wilder	Homedale SD	Wilder SD	Y	N
ERIN COMSTOCK	198916 WILSON LN WILDER	Homedale SD	Wilder SD	Y	N
TREVOR COMSTOCK	198916 WILSON LN	Homedale SD	Wilder SD	Y	N
		Homedale SD	Wilder SD	Y	N
		Homedale SD	Wilder SD	Y	N
		Homedale SD	Wilder SD	Y	N
		Homedale SD	Wilder SD	Y	N
		Homedale SD	Wilder SD	Y	N
		Homedale SD	Wilder SD	Y	N
		Homedale SD	Wilder SD	Y	N
		Homedale SD	Wilder SD	Y	N
		Homedale SD	Wilder SD	Y	N
		Homedale SD	Wilder SD	Y	N
		Homedale SD	Wilder SD	Y	N

Please print clearly.

**Public Hearing - Annexation Petition
Sign in Sheet**

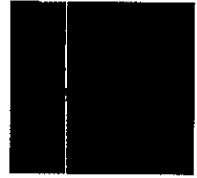
Date: June 20, 2019, 6 - 8 p.m.

Location: Wilder High School

Full Name	Address	Patron of: (circle one)		Testify? (circle one)	
		Homedale SD	Wilder SD		
Batesen Couger	20991 Fish Rd W	Homedale SD	Wilder SD	Y	N
Dana Delice	27915 Upper Pleasant Ridge Rd	Homedale SD	Wilder SD	Y	N
Sarah Hauer	2112 Coburn Drive Calhoun	Homedale SD	Wilder SD	Y	N
Meresa Dines	19830 Land Creek Ct.	Homedale SD	Wilder SD	Y	N
Jeff Dines	19830 Land Creek Ct	Homedale SD	Wilder SD	Y	N
		Homedale SD	Wilder SD	Y	N
		Homedale SD	Wilder SD	Y	N
		Homedale SD	Wilder SD	Y	N
		Homedale SD	Wilder SD	Y	N
		Homedale SD	Wilder SD	Y	N
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		Homedale SD	Wilder SD	Y	N
		Homedale SD	Wilder SD	Y	N
		Homedale SD	Wilder SD	Y	N
		Homedale SD	Wilder SD	Y	N
		Homedale SD	Wilder SD	Y	N
		Homedale SD	Wilder SD	Y	N
		Homedale SD	Wilder SD	Y	N

Please print clearly.

Robert Fogg
627 Golden Gate Ave, PO Box 26, Wilder, ID 83676
(208) 697-1162



6/20/2019

To whom it may concern,

Speaking as a Wilder School alumnus, current parent of Wilder School district students and Wilder School Board Trustee. I have the following concern with the consideration of annexation of part of the Wilder School district to the Homedale School district.

The way the annexation proposal came about is concerning.

The Homedale School district wanted certain students bused to Homedale that live in Wilder School district. According to policy, they were to come to the Wilder School district school board and ask permission to bus the students into their district. Instead, the creation of a petition and proposal for the annexation from the Wilder School District into the Homedale School district took place.

I have several friends and even family members in the Homedale community that I have spoken to in regards to this proposal and the lack of transparency to all patrons of the Homedale School district.

When asked to sign the petition in favor of the annexation, several patrons in the Homedale community voiced concerns regarding the petition and advised their own community members that it was wrong and they did not want any part in the process. These community members thought the proposal had been dismissed, as they were never approached again.

Yet certain people continue to push their own agenda and work around all parties involved.

County lines, city limit lines and fire district lines are not redrawn for the benefit of just one person or family and the same should go with school district lines.



If this was really in the best interest of the youth, as they have stated, then appropriate protocols were already in place and needed followed.

Patrons that have been long standing members of each community need a voice in the matter of the annexation request, instead of just the select few that would pose the most benefit.

I cannot even put into words how this can affect families within the proposed area, children of the Wilder community and the Wilder School district. Being in a rural setting, we need to be transparent and teach our children the importance of open and honest communication.

Please consider the bigger picture and do what is best for the youth and communities of both Wilder and Homedale.

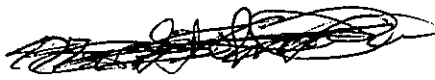
Sincerely,



Robert Fogg
Trustee, Zone 2

Wilder School District 133

Introduction



22790 Bado LN
Parma, ID 83660

I am David Lincoln. I am a Wilder School District Patron. I am a past Board Trustee. As my profession, I recently retired as the Wilder Housing Authority Administrator. I am part of a family that has had 3 generations graduate from Wilder and likely there will be four. My wife Susan serves as the Human Resource Director and Board Clerk for the Wilder District.

I have always been involved in the community and school and have always tried to make it my business to be aware of the current situations. I feel like I know the pulse of the District and our Community.

I have a great deal of respect for educational choice in Idaho and spoke often of that in my Legislative Primary Campaign last year. Our parents have more choices for their children's education than ever. I will even go as far as to say if it comes to Homedale annexing a section of our District, so be it, but everything has to be correctly placed on the table.

I can assure you the Legislative Education Committees and the Idaho Dept of Education will be watching these results for their quest toward school consolidations. For our Districts, it may be time. With Homedale and Marsing reaching into Canyon County, there are 10 School Districts compared to 3 in Ada County. Is that the better model, or do we attempt to keep our communities identities, with stronger local control. It may be time to pursue a complete Homedale and Wilder consolidation

My main concern through the current situation is with Wilder's Bond indebtedness on 2 schools and our portion of the COSSA consortium Bond. That is the bulk of our School Levy. That indebtedness will remain and have to be absorbed by, and will put an unwarranted hardship on our Businessmen, Farmers and Residents in the Wilder

District. That is additional taxation without representation as for some reason, per Idaho Code, the remainder of the District is not allowed to vote on the issue. I'm not sure that is even Constitutional and should that be an Idaho Judicial Review.

The forecast is that Wilder School District property tax contributions will increase by up to 20 percent with this initiative. Needs for future exponential growth, that we know is imminent, will likely be curtailed. Of course the ones that will suffer will be our students

For those reasons, I oppose the pursuing the excising of a portion of the Wilder District to the Homedale District.

I will stand for any questions.

Mr. Carlisle's Statement

6/20/19

There is a divide between groups of community members over annexing a portion of the Wilder School District boundaries and adding it to the Homedale School District. However, what is best for students? I have concerns if overcrowding is a potential issue that would negatively impact these students. Having more students going to a school with a high student to teacher ratio seems counterintuitive to providing the best help to students.

Overcrowding

Homedale School District currently serves a larger number of students than Wilder School District. Adding to a school district that is filling its capacity can harm students ability to be mentored as the ratio for the number of students in the school increases. Homedale School District has grown already without annexing other boundaries. There is already growth happening within their boundaries that they will need to provide educational services for. In a larger school, 32 students would become lost in a system not prepared to meet their needs. Having received personalized instruction, these 32 students would lose out on personalizing their learning experiences that have been provided by the Wilder School District. Changing boundaries would add a burden to these students who by choice desire to attend Wilder School District. These students would be forced to learn at the pace of the curriculum and not by the students pace of learning or the ability to progress through the demonstration of mastery.

Students need the personalized approach and mentoring received from Wilder School District, where they have made friends and enjoyed opportunities recognized nation-wide. They are a part of leading the Wilder School District through their voice and choice which has lead to innovative instruction and creates a more equitable distribution of students throughout the area. These students have their choice and we should listen to what their needs are. From my perspective I see that these students would be best served by remaining a part of the Wilder School District.

D

Matthew D. Holtry
Donnae S. Holtry
27663 Wheat Ridge Rd
Wilder, ID 83676

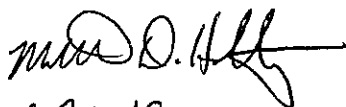
Our family is in full support of the annexation of our area into the Homedale School District. There are many reasons that we feel this annexation should happen and I would like to highlight the top of those reasons.

- 1) We want our tax dollars to go to the school that our children are attending. It does not seem right that we have to go cast a "No" vote on a Wilder levy to keep our taxes from going up for the sheer fact that most of the students living in our area do not attend the Wilder School district. We would like to have a say in where our tax dollars are going and that our children are benefiting from those funds. It is time that the schools that are supporting our children and the schools that the majority of families in our area attend see the funds from those families.
- 2) We would like to have bussing that would run through the proposed area. Currently the buses do not run in our area because our students are "open enrolled" students. Having bussing that pick up and drop off our Kindergarten and 2nd grade children would be a blessing for us.
- 3) Having a voice for our children that attend Homedale School District amongst the school board and to have representation within the district. With the sheer number of students that attend the Homedale School District from our area it is only right that the parents have a voice amongst the school board members.
- 4) Homedale is where most all of our families do their business, shop, participate in community events, and participate in youth activities. Lifelong relationships begin at a young age for our families and in the best interest of the children and the relationships that they have already formed it only seems right that they are included as equals in the Homedale School District. Homedale is our Home Community and it is only right that the area in question have the opportunity to send their funds and support to the schools in that community.
- 5) The patrons in the proposed area have done everything that has been asked of them in regards to the annexation process set by the state. We are simply asking that the patrons living in the proposed area have the opportunity to vote on this proposition. We are asking that we are given the chance to put funds where our own children are going to see the benefits of them.

Thank you for your time and for allowing this process to take place.

Sincerely,

Matthew D. Holtry


6-20-19

Good evening, for the record my name is Jeff Dillon, I am the Wilder School District Superintendent and Principal of Wilder Middle/High School. It is very disappointing that Mr. Parker and organizers of the petition have failed to do their homework on the correct data regarding the area identified in the annexation proposal. More specifically the incorrect data the group has published in the proposal and in the media, was that there are more students in the petitioned area that attend the Homedale School District than the Wilder School District. According to our updated data, there are 32 students in the area who attend the Wilder School District, with a majority of these students riding the Wilder School District bus to school daily and only 18 students who attend the Homedale School District. The Wilder School District has not received one records request by Mr. Parker or this group to get actual data for the proposal. In addition, it has also been reported to me by an individual living in the proposed area, that potential signers of the petition, were told they would have lower school district taxes if they were part of the Homedale School District than the Wilder School District. Once again, this is false information given to these individuals to encourage them to sign the petition. According to the State Department of Education website, the Wilder School District has the lowest school district tax rates in this part of the Treasure Valley.

This utilization of false data for their personal benefit is a mockery to the annexation process and demonstrates a lack of appreciation this group puts on the protections identified in Idaho Code 33-308.

In closing, I would like to point out a few of the reasons that this petition should be denied for the best interest of the majority of students living in the proposed area who attend the Wilder School District.

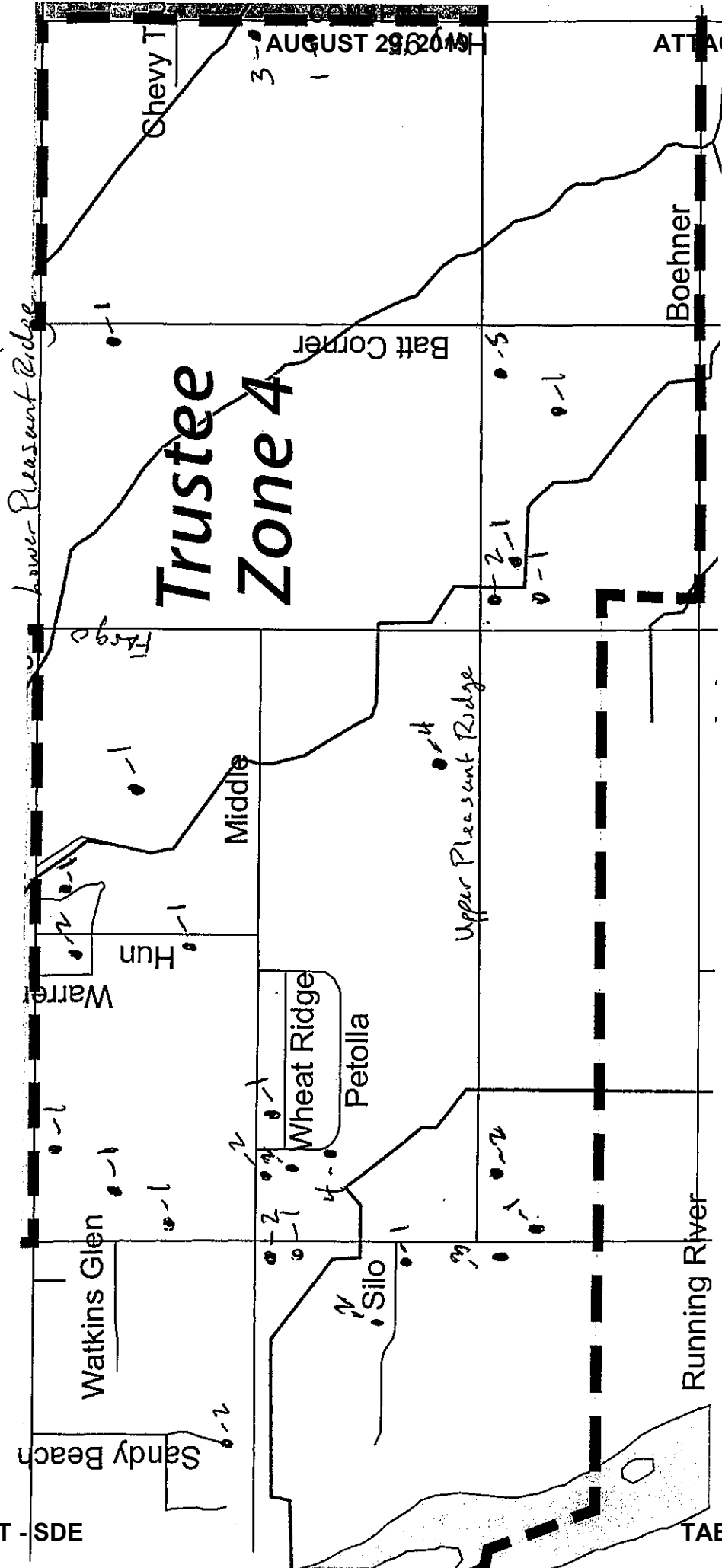
- The 2019 Graduating class attained an average of 16 college credits and an average GPA of 3.0
- Wilder Middle/High School is one of the top utilizers of the Advanced Opportunities in the state.
- The Wilder School District is recognized as one of the Top 25 Most Innovative Districts in America.
- Is a personalized mastery-based district K-12.
- Has a lower teacher to student ratio.
- Infused technology K-12 in all subjects and all content with Wi-Fi access for all students when they need to work from home.

If passed by the State Board of Education and 50% +1 on the ballot.

- Force additional cost to re-zone the district because the proposed area encompasses approximately 90% of a current trustees zone.
- Make a small district smaller and remove a significant portion of the district that has seen the greatest population growth outside the city limits for more than 15 years.
- Forces a majority of students residing in this area to change districts because they do not have the means to provide their own school transportation to the Wilder School District.

Safe bussing code
- Interruption in education
- 3rd grade pull
- COSSA

E



Trustee Zone 4

18 - Homedale School District
32 - Wilder School District

man 7 n 7

Helen Henderson

From: Adam Rosa <adamrosa82@gmail.com>
Sent: Friday, June 21, 2019 9:07 PM
To: Helen Henderson
Subject: Homedale Annexation

Follow Up Flag: Follow up
Flag Status: Flagged

This message was sent from outside the organization. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Hello Mrs. Price,

I am Adam Rosa at 27661 Petolla Rd. I attended the annexation meeting last night and did not testify, but would to give a small statement. I agree with much of what was said in favor of Homedale's school boundary lines being changed. My wife and I looked for a place for over a year in Homedale until we came across our Wilder home. The listing was mistakenly labeled as being in the Homedale school district. After purchasing our home we found out it was not and my wife did her own research on which school would best suit our children. We found that the Wilder school district was on a disciplinary plan by the state and the school rating along with various other static's were concerning compared to the educational opportunity our children would have in Homedale. We decided Homedale would be most suitable for our children and provide them with the best education possible. Therefore, we would strongly like for the state to favor moving the school boundaries and choose to have this decision go to Vote for the people to decide.

Thank you for your time,
Adam Rosa

Helen Henderson

From: Patti Zatica <txzatica@safelink.net>
Sent: Friday, June 21, 2019 12:55 PM
To: Helen Henderson
Subject: Annexation Issue for Homedale & Wilder School Districts

Follow Up Flag: Follow up
Flag Status: Flagged

This message was sent from outside the organization. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Dear Ms. Price –

My name is Patti Zatica and I reside at 27585 Petolla Road, Wilder, ID 83676. I did attend the Public Hearing at the Wilder gymnasium last evening and presented testimony at that time. I do not believe I used the entire 5 minute time period that was allotted to each individual and as a result would like to take this opportunity to do an “addendum” to the points I made previously.

- I do not believe this issue is a situation of affluent vs. economically challenged families as several folks alluded to last evening. It is simply a case of multiple parents wanting to pursue what is best for the education of their children. Many of the opponents addressed the income levels of several of those present last night, which quite honestly, I found to be offensive. During my 23-years of employment in the Homedale School District, there were many children from Hispanic families residing in the Wilder School District who elected to send their children to Homedale, several of whom I believe are related to the current Mayor of Wilder.
- Residents of the Wilder School District (as well as Dr. Tom Farley who neither resides nor has any students in either district) continue to hang their hats on Wilder being the “home” to former Governor Phil Batt. I would like to point out to those reviewing these comments that Phil and Jacque Batt spent much of their married life residing in their family home on Allendale Road located in the Homedale School District. I know this to be true, because their daughter Becky was a very good childhood friend of mine and I spent many a summer day at their home for playtime, birthday parties, overnight stays, etc. I also spent considerable time with Becky at the home of Phil’s parents (John & Elizabeth Batt I believe), also located in the Homedale School District, on the banks of the Snake River and just up to the corner of my childhood home. Phil & Jacque’s children attended school in Homedale, and I believe it was upon entering junior high, they elected to send their children to Caldwell. I would like to add that even though one of Phil & Jacque’s children (daughter Leslie and Tom Corbet) resided in the Wilder District, they too chose to send their two children to Homedale.
- Several other prominent families residing in the Wilder District also chose to send their children to other school districts as well, including the Garman, Gooding, and Gross families. So I do not believe the current situation of parents opting to send children to a neighboring district is anything new. It is simply a case where the current group of parents have elected to pursue the possible annexation of the impacted area into the Homedale School District.
- One Wilder District patron and former board member alluded last evening to the fact that a prime reason for wanting to change the boundaries was due to athletics. He stated statistics on the extremely limited number of athletes from Idaho who went on to play professionally, but that reference is simply trying to carry water in a leaky bucket. What is more applicable is the fact that on a yearly basis, multiple athletes graduating from Homedale High School receive full and/or partial scholarships to continue their athletic careers in college, thus providing a boost of financial assistance for them to continue their education. This is extremely important and beneficial, especially at a time when the daily news references the national crisis of student loan debt and how it continues to impact college students economically long after their college graduation.

**CONSENT
AUGUST 29, 2019**

ATTACHMENT 7

I could continue on and on with more scenarios, but suffice it to say that I vehemently encourage the State Department of Education to move forward and put this matter up for election. The petitioners have followed the requirements spelled out for this process to occur and should not be denied the opportunity to have it be decided by parents once and for all by official ballot, and not by a decision made solely by the State Department of Education.

Please acknowledge receipt of this email by a simple reply.

Thank you for your time.

Respectfully,
Patti Zatica
27585 Petolla Road
Wilder, ID 83676

Helen Henderson

From: Susan Lincoln <thelincolns89@gmail.com>
Sent: Friday, June 21, 2019 10:46 AM
To: Helen Henderson
Subject: Homedale - Wilder Excise Annexation Hearing

Follow Up Flag: Follow up
Flag Status: Flagged

This message was sent from outside the organization. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Good morning Helen,
I wanted to share some of my thoughts after hearing testimony last night.

Several times I heard the comment, "Let those of us in the affected area vote on this. Give us a voice." Although I am not in the "affected" area, I am very much affected by this. If it is to go to a vote, that vote should be given to ALL patrons in the districts.

If only the patrons in the affected zone are allowed to vote on this, they will be making a very expensive decision for all of us in the Wilder School District. This is Taxation without Representation. And that is not okay.

Thanks,
Susan Lincoln

Helen Henderson

From: Joe Zamora <zamorajoe35@icloud.com>
Sent: Friday, June 21, 2019 9:37 AM
To: Helen Henderson
Subject: Fwd: Changing wilder school districts boundaries

Follow Up Flag: Follow up
Flag Status: Flagged

This message was sent from outside the organization. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Sent from my iPhone

Begin forwarded message:

From: Joe Zamora <zamorajoe35@icloud.com>
Date: June 21, 2019 at 9:35:08 AM MDT
To: hprice@sds.idaho.gov
Subject: **Changing wilder school districts boundaries**

Hello my name is Joe Zamora ,I grew up in the Homedale ,Wilder area .my first nine years of education were in the Homedale school district and then I transferred to Wilder high school .all these people that have come before you with the petitioner are homedale royalty and I really respect them .great families, great people, I believe this is a want not a necessity.this is a cape cod, Massachusetts, dilemma, with the Kennedy's. This meeting should've never happened. It got put on the agenda , because of who the petitioner knows and lives by. So in closing, stay with everything as is and the royals can stay in their enclave.

Sent from my iPhone

BEFORE THE IDAHO STATE BOARD OF EDUCATION

)
In Re: Petition to Excise) Public Hearing
Property from the Wilder)
School District and Annex it)
to the Homedale School)
District)
_____)

BEFORE

JOHN M. STELLMON

Stellmon ADR and Consulting Services, LLC

Date: June 20, 2019 - 8:00 p.m.

Location: Wilder High School gymnasium
419 Huff Road
Wilder, Idaho

REPORTED BY:

CINDY LEONHARDT CCR, RPR

Notary Public

1 THE PUBLIC HEARING regarding petition was held
2 at the Wilder High School gymnasium, 419 Huff Road,
3 Wilder, Idaho, commencing at 6:00 p.m. on June 20, 2019,
4 before Cindy L. Leonhardt, Registered Professional
5 Reporter and Notary Public within and for the State of
6 Idaho, in the above-entitled matter.

7 APPEARANCES:

8 For the Idaho State Department of Education:

9 BY MS. HELEN HENDERSON

10 650 W. State Street

11 PO Box 83720

12 Boise, Idaho 83720-0027

13 hprice@sde.idaho.gov
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1	I N D E X	
2	STATEMENTS GIVEN	PAGE
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7	Vahan Sipantzi	24
8	David Lincoln	27
9	Sonny Sarceda	29
10	Tess McCoy	32
11	Kelly Walker	33
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13	Matthew Holtry	38
14	Tom Farley	39
15	Richard and Alonzo Zamora	43
16	Christine Ketterling	44
17	John Carlisle	47
18	Cassandra Rosa	49
19	Patti Zatica	52
20	Kenny Thomas	54
21	Antonio Uranga	58
22	Kim Nordstrom	62
23	Erin Erickson	65
24	Dana Device	66
25	Cody Walker	67

Hearing - June 20, 2019

4

1 MR. STELLMON: Good evening. My name is John
2 Stellmon. I have been asked by the Idaho Department of
3 Education to facilitate this public hearing tonight.

4 We're here in the Wilder gymnasium pursuant to
5 a notice provided in the newspaper required by the Idaho
6 code. The purpose of the hearing is for me to make a
7 recommendation to the Idaho Department of Education and
8 the Idaho Board of Education.

9 The process is this: It's not my job to
10 inquire, to ask questions, to argue with you, to
11 question your statistics. It's my job to take the
12 information and to make a recommendation, based upon my
13 observation, around the best interest of the children
14 that exist in the area which is sought to be moved from
15 the Wilder School District to the Homedale School
16 District.

17 I would ask you to direct your comments to
18 that, to the impact it might have on the kids that are
19 in this area and the community, as relevant factors that
20 can be considered.

21 First of all, I'd like to introduce Helen
22 Henderson, who is the program specialist for the Idaho
23 Department of Education. Helen is back here. If you
24 have a complaint about anything, talk to Helen.

25 Also, Helen will be the person that, for

Hearing - June 20, 2019

5

1 example, if you did not want to testify but as you sat
2 there you thought, You know, I should really -- I have
3 some feelings about this, you're welcome to send written
4 comments to Helen at Helen's email address, which I can
5 give later, or if you have a pencil and paper, I can
6 give now, or you can talk to Helen afterwards and find
7 out her email address.

8 Written comments will be accepted until close
9 of business tomorrow, 5:00 o'clock tomorrow evening.
10 You can send written comments as well.

11 I would also like to introduce, seated next to
12 me, Cindy Leonhardt, who is a certified court reporter
13 and will be documenting every word that is testified to
14 tonight.

15 Because of that, what we'd like you to do is
16 to speak clearly. As you introduce yourself if you
17 would say your name and your address and, please, say
18 your last name and spell your last name, if you would,
19 so that we can document it correctly.

20 As a process matter, what we will do is first
21 hear from Mr. Gavin Parker. Mr. Parker is the one who
22 provided the petition to the Department of Education
23 seeking the annexation of a portion of the Wilder School
24 District to Homedale with sufficient signatures to
25 support the application. Mr. Parker will speak first.

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1 Next, if he wishes, we will hear from a
2 representative of the Wilder School District,
3 Superintendent Dillon, I assume.

4 And then after that we will hear from a
5 representative of the Homedale School District, who I've
6 been told by Superintendant Souer is on his way. And if
7 he isn't here, we will then just go ahead with the names
8 on the list.

9 Now, a couple of suggestions: Those men will
10 not be restricted in terms of time. We want to hear
11 everything that is said by the petitioner and the
12 response by Superintendant Dillon and the position of
13 the superintendent or the chair of the Board of
14 Education for the Homedale School District.

15 Following that what we will do is place upon
16 you a five-minute testimony cap. You might want to
17 just, you know, take a look at your watch before you
18 head up here; be succinct, be clear. If someone has
19 just stole your thunder right beforehand, just say, I
20 agree with what Mr. Jones said or Ms. Smith said, and
21 you don't necessarily need to repeat.

22 If you feel like you need more than five
23 minutes, if I'm still sitting here at 8:30 tonight,
24 we'll give you some more time. We'll try to process
25 through this as soon as we can. There's no particular

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1 process other than we're just going to take this list
2 and go down the list. You can speak in favor or
3 against, regardless of who spoke before you, and we'll
4 accept that testimony.

5 I'm going to hand the speaker the microphone
6 so that you can hear him. And if I need to speak, I'll
7 project so that you can hear me, but the speaker will
8 have the microphone.

9 Are there any concerns or questions or issues
10 before we proceed with the hearing?

11 (No response.)

12 MR. STELLMON: If not, Mr. Parker, we'll ask
13 you to take the microphone, and we'll commence.

14 GAVIN PARKER: Thank you, Mr. Stellmon. And,
15 Helen, thank you for all your work in putting this
16 together.

17 My name is Gavin Parker. I am speaking on
18 behalf of the petitioners here to get us started. And
19 what I'd like to do is just kind of verbally summarize
20 the key points here of the petition. I know many of you
21 have read it, but some have not.

22 So just jumping in here, first of all we feel
23 that it is in the best interest of the children to annex
24 from Wilder to the Homedale School District.

25 So first off, the safety of the children and

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1 the distance to the applicable schools. The area to be
2 annexed -- the proposed area -- is generally the same
3 distance from either school. Neither district has a
4 building, a school building, in the proposed area.

5 Specifically for my family, we live 3.6 miles
6 from Homedale High School and 4.8 miles from where we
7 stand right now. So the point is that it's a very
8 centrally located area, and the biggest impact would be
9 the ability for students to be bused safely to and from
10 the Homedale District, should we be annexed; whereas,
11 currently, parents have to make other arrangements to
12 get our children to and from school.

13 Secondly, just in the views of the interested
14 parties to the petition, which would include both school
15 districts as well as the petitioners, over 80 percent by
16 our calculations or estimations of the students in the
17 impacted area already attend schools in Homedale, which
18 I think speaks volumes in and of itself, but I'll hit on
19 that a little bit more in a moment.

20 The Board of Trustees for the Homedale School
21 District clearly supports the annexation, and we believe
22 that the annexation will have minimal impact on the
23 Wilder District.

24 The Homedale District receives state supported
25 dollars for the students attending Homedale School

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1 District. And because such an overwhelming majority of
2 those students already attend Homedale schools, the
3 financial impact on the Wilder District will be minimal.

4 Next, the adjustment of the children to their
5 home and neighborhood environment: Children in the
6 petition area already attend Homedale school in the
7 majority, as I've stated, due to Homedale's current open
8 enrollment policy.

9 However, the policy is a year-by-year decision
10 by the Board of Trustees, and there's no assurance that
11 the children in the area who are now attending Homedale
12 schools will be able to continue doing so throughout
13 their school careers.

14 An interruption in this continuity, obviously,
15 would affect the children's curriculum as well as
16 participation in any extracurricular activities.
17 Additionally, of course, would be the disruption in
18 their established peer networks, their friendships.

19 Homedale District's current open enrollment
20 policy is also dynamic and it is assessed annually.
21 Currently the district is not allowing open enrollment
22 for the third grade due to size capacity constraints, so
23 families with third-graders who attend other schools who
24 are coming into the Homedale District are faced with
25 sending children to different schools, different

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1 districts at the same times, and that has happened.

2 That's probably enough on that.

3 Next, the suitability of the schools and the
4 districts, which is gaining students in terms of
5 capacity as well as community support.

6 The suitability of the Homedale schools is
7 evidenced by the attendance pattern that I've mentioned.
8 We as parents, obviously, believe that the Homedale
9 School District provides both adequate and suitable
10 facilities.

11 The Homedale District has demonstrated that it
12 is equipped to continue to educate our students in the
13 petition area because, as we've already demonstrated,
14 the vast majority of students in the area currently
15 attend Homedale schools.

16 The district has many more and diverse
17 extracurricular activities available to our children --
18 the Homedale School District.

19 Giving our kids access to more and diverse
20 opportunities is a critical part of their education.
21 Many of the children attending Homedale schools are
22 established in community programs long before starting
23 school and continue to participate in this wide array of
24 programs and activities throughout their education.

25 Participation in these types of activities

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1 helps build relationships and comradery that should
2 continue throughout the child's education. These
3 programs are a vital part of their education, and
4 Homedale gives them more of these opportunities.

5 A few other relevant factors: Although the
6 children in the petition already attend Homedale
7 schools, because we are out of the district our families
8 have no representation on the school board.

9 If our families were in the Homedale District
10 we would have a say in representation on the Board of
11 Trustees and, therefore, critical input in the decisions
12 that impact the education of our children.

13 Finally, although we have a Wilder postal
14 code, we see ourselves as members of the Homedale
15 District and community. We own businesses in Homedale.
16 We work in the community. We transact business in
17 Homedale. Homedale is most certainly the natural trade
18 location for our families and our home community.

19 In summary, if you would permit me a brief
20 demonstration: If I could have all of the children and
21 parents of children who currently live in the proposed
22 area to be annexed stand. This is both Homedale and
23 Wilder children and parents that reside in the area.

24 Take a brief look around. Thank you. Stay
25 standing.

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1 Now if I could have all of those children and
2 parents of children who currently attend school in the
3 Homedale District to please sit down.

4 This is a pretty accurate representation of
5 the entire annexation area. Wilder families, you may
6 also sit down. Thank you.

7 We have made the conscious and critical
8 choice, based on the factors we've discussed, and others
9 you'll hear tonight, to send our children to schools in
10 the Homedale School District.

11 As petitioners we respectfully ask that --
12 Mr. Stellmon, that you make the recommendation to the
13 State Board of Education to annex the proposed area from
14 the Wilder School District into the Homedale School
15 District. Thank you.

16 JEFF DILLON: Good evening. For the record,
17 my name is Jeff Dillon. I'm the superintendant of the
18 Wilder School District and principal of the Wilder
19 Middle/High School.

20 I will begin by stating it's very
21 disappointing that Mr. Parker and organizers of the
22 petition have failed to do their homework on the correct
23 data regarding the area identified in the annexation
24 proposal.

25 More specifically, the incorrect data the

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1 group has published in the proposal and in the media was
2 that there were more students in the petition that
3 attended the Homedale School District than the Wilder
4 School District.

5 According to our updated data, there are
6 currently 32 students in the area who attend the Wilder
7 School District with the majority of these students
8 riding the Wilder school bus to school every day. And
9 there are only 18 students who reside in this area who
10 attend the Homedale School District.

11 The Wilder School District has not received
12 one records request by Mr. Parker or this group to get
13 the actual data of students attending in this proposed
14 area.

15 In addition, it has been reported to me by
16 individuals living in the proposed area that potential
17 signers of the petition were told that they would have
18 lower school district taxes if they were part of the
19 Homedale School District rather than the Wilder School
20 District.

21 Once again, this is false information given to
22 these individuals to encourage them to sign the
23 petition.

24 According to the State Department of Education
25 website, not the Wilder School District website, the

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1 Wilder School District has the lowest school district
2 tax rates in the Valley. This utilization of false data
3 for their personal benefit is a mockery to the
4 annexation process and demonstrates a lack of
5 appreciation this group puts on the protections
6 identified in Idaho Code 33.308.

7 Most of my comments were given to the State
8 Department, and I'll let those statements stand. I will
9 include in closing a few points of interest for the
10 majority of the students who live in this area.

11 The success of these students who desire to
12 stay within this district is seen by the 2019 graduating
13 class, attaining an average of 16 college credits and an
14 average GPA of a 3.0.

15 They want to continue to stay in the Wilder
16 School District because the Wilder Middle/High School is
17 one of the top utilizers of advanced opportunities in
18 the state of Idaho.

19 The Wilder School District is recognized as
20 one of the most 25 top, most innovative, districts in
21 America.

22 The Wilder School District has a personalized
23 mastery-based instructional program to meet the
24 individual needs of every single student from this area,
25 kindergarten through twelfth grade.

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1 It has a lower student-to-teacher ratio. This
2 district infuses technology, K-12, in all subjects and
3 content, with WiFi access for these families at home
4 when their children need to continue to work on their
5 subjects or courses.

6 In response to the safe busing, Idaho Code
7 does not require safe busing to come to your front door.
8 The majority of the 18 students live within the boundary
9 of the Idaho Code for safe busing.

10 We talk about interruption in education, the
11 majority of the students impacted in this area currently
12 ride the bus from their home to the district. If this
13 were to move forward with the State Board approval and a
14 vote of 50 percent plus 1, it would interrupt 32
15 students and their attendance at the Wilder School
16 District.

17 It will force additional cost to rezone the
18 district because the proposed area encompasses,
19 approximately, 90 percent of a current trustee zone.

20 It will make a small district smaller and
21 remove a significant portion of the district that has
22 seen the greatest population growth outside the city
23 limits for more than 15 years.

24 It will force a majority of the students
25 residing in the area to change districts because they do

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1 not have the means to provide their own school
2 transportation to the Wilder School District.

3 Homedale and Wilder both participate in the
4 cost of programs. There are many students that are
5 attending Homedale School District, and because of
6 certain situations they're not guaranteed to stay in
7 Homedale. They end up attending at the Casa Academy
8 alongside the students that could be attending there
9 from the Wilder School District.

10 It's also unfortunate that the third grade, as
11 stated tonight, is full at Homedale. Because if this
12 were to pass and move forward, then you're going to add
13 another 32 students to your district, produce
14 overcrowding and minimize the safety of students,
15 increase class sizes and teacher-to-student ratios.

16 Thank you very much. I have included in my
17 presentation and my statement tonight a copy of the
18 petitioned area with the current students that attend
19 the Homedale School District, the number of students
20 from that household. That information came directly
21 from the Homedale School District upon request of the
22 Wilder School District, and then we used our own data
23 where our own students live and created the list of 32
24 students where they live within the boundaries. I will
25 also include that in my report.

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1 MR. STELLMON: Thank you.

2 The representative from the Homedale School
3 District is here, and we'll recede.

4 CURT SHANLEY: For those of you that don't
5 know me, my name is Curt Shanley; that's S-h-a-n-l-e-y.
6 I'm the chairman of the Homedale School Board.

7 A couple of years ago this issue was brought
8 to us by a parent group that wanted their students to be
9 able to -- their children to be able to attend the
10 Homedale School District.

11 And to be honest with you, in my mind, I
12 guess, it seemed only fair to me that we help them with
13 that process. There's generations of families that have
14 lived in that area whose children have gone to Homedale
15 schools, and so in that regard it seemed only fair to me
16 that we help them.

17 We do have currently, I believe, 58 Wilder
18 students attending Homedale and 9 more that have
19 applied, so we do have a significant part of your
20 enrollment attending Homedale School District right now.

21 As far as the families in that area, if, in
22 fact, there's that many more Wilder families sending
23 Wilder students attending Wilder, then if you put it to
24 a vote, it shouldn't be an issue. But as you can see
25 here tonight, when they had the people stand up who are

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1 attending Homedale, when they sat down the number was
2 drastically reduced.

3 As far as any capacity issue we have at our
4 school -- our elementary school, we do not have a
5 capacity issue. What we do is we staff our grades with
6 the appropriate number of teachers.

7 Our fourth grade, not third, has 27 students
8 per teacher, but we do not have a capacity issue. We
9 could hire another teacher, and that takes care of that.

10 We are building a four-room addition to that
11 school without asking for any tax increases. We're
12 doing it with monies that we have set aside and
13 earmarked.

14 I guess that's really all I have to say. And
15 you know, reading about this process -- this is my first
16 time through it -- but I really think what it comes down
17 to is let the patrons that live in that area vote and
18 decide. They're the ones who are affected by it, and
19 they're the ones who benefit from it. That would be my
20 only request.

21 Thank you.

22 MR STELLMON: Thank you, Mr. Shanley.

23 Mr. John Bezhtel.

24 JOHN BEZHTEL: My name is John Bezhtel. I
25 live at 125 Mitchell Drive, Wilder. I am an alumnus, a

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1 parent, a taxpayer, and trustee of the Wilder School
2 Board.

3 I don't even know why we're here. I don't
4 think the State of Idaho should even entertain this.
5 I've heard all of these stories about generations just
6 lately of people who are living in Wilder School
7 District and have attended the Homedale School District
8 forever. What's the problem?

9 Several people have moved into the Wilder
10 School District and then -- they knew it was the Wilder
11 School District, but now they want to be Homedale School
12 District.

13 I hear about capacity. Capacity has to do
14 with the number of children that can be put in a
15 classroom not the number of teachers with students.

16 There are people -- we used an example of
17 everybody stand up from Homedale and everybody stand up
18 from Wilder, now sit down if you're from the Homedale
19 School District.

20 The people from the Wilder School District who
21 would have been standing up are still at work, the
22 underrepresented who weren't in the petitions that came
23 in. If you look at the petitions, there's an awful lot
24 of names that are not there, but there's an awful lot of
25 people with privilege, maybe very privileged, that don't

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1 show up.

2 The Homedale School District shouldn't have
3 even entertained this. They should be ashamed of
4 themselves. They're a rural school district in a state
5 that already underfunds our schools, now they want to
6 steal away more money from a smaller school.

7 We've talked about 58 of our students living
8 within our district attending the Homedale School
9 District. That's 58 students, but yet our district has
10 gone up by 200 students in the last two or three years.

11 So if we're such a horrible district, are we
12 representing the 58 who -- we made a change. Change
13 doesn't like everybody, and everybody doesn't like
14 change.

15 They moved to this school, and maybe it's
16 because they want to play sports. There seems to be a
17 real big emphasis on sports in Homedale. We prefer to
18 educate our kids and give them sports.

19 It's unfortunate that we even need to be
20 discussing any of this here tonight. School districts
21 are supposed to do what's best for all kids within their
22 districts, so even if Homedale School District were to
23 be successful in achieving their goal here, I don't
24 believe that they have all the students' success at
25 heart, as told by their signature list.

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1 Just by looking at the signature list, you can
2 see all the names that are missing, and you can see all
3 the names that are represented. Very few names that
4 represent the bulk of the students that live in the area
5 aren't shown.

6 Whether it be taxes being lower than
7 surrounding districts, cost of housing, golf course or
8 location, the people who moved into this district knew
9 the reason they moved into this district.

10 The area in question represents 20 percent of
11 the Wilder School District's market value, yet the bulk
12 of the students who have grown up in that area of Wilder
13 School District are not even represented by the
14 signature list; 50 students living in the area but only
15 18 are represented by signatures. Why? What about the
16 other 32?

17 We all know why, but we're not going to talk
18 out loud in public about that. I'd like to be behind
19 closed doors and hear what the conversations are.

20 Currently SSI is in Chapter 11 bankruptcy.
21 They represent 30 percent of the Wilder School District
22 market value. What happens to SSI is up in the air, but
23 could be very devastating to an already underfunded
24 rural school district.

25 The area in question represents 20 percent of

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1 the Wilder School District market value, which also by
2 itself will be devastating to the district. What is
3 truly baffling in this whole thing is that the State of
4 Idaho would even entertain the notion of the 20 percent
5 dictating what the 80 percent will do, and the 80
6 percent don't even have a vote.

7 Let's imagine what the impact will be should
8 SSI fall and this excise were to happen. 50 percent of
9 the existing tax payers have to foot 100 percent of the
10 tax.

11 This is not only affecting the district, it
12 would greatly affect the City of Wilder. What's best
13 for students is not causing more turmoil in their life.
14 The 32 underrepresented students would be forced into an
15 already crowded district who, obviously, doesn't want to
16 accommodate them, because they didn't get their
17 signatures on the list.

18 They've grown up with the same friends, gone
19 to the same school, played sports, built their education
20 around a completely different approach. I can only
21 imagine how far back the kids will fall because of the
22 new surroundings, different system, bullying.

23 If this doesn't happen the students who
24 currently attend the Homedale District will not be
25 affected, because it's still business as usual. Not so

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1 for the Wilder students.

2 My final assumption is the petitioners are not
3 doing this for what is best for all students, it's all
4 about a few privileged people who knowingly made a
5 choice to move into the Wilder School District and
6 wanting to manipulate the State providing for the few
7 again.

8 The district they wished to move into is
9 trying to broaden its tax base so it can build new
10 facilities like a new grade school and/or high school,
11 and want the tax impact to be lower on their patrons,
12 all the while dumping a 20 percent burden on the
13 taxpayers of the Wilder School District.

14 I implore the State Board of Education to tell
15 the petitioners unequivocally no. If you want to be in
16 the Homedale School District, move there.

17 If this is approved, what's next? Who's next?
18 The State will set a precedence for anyone to do the
19 same and for all the wrong reasons. Do what's right for
20 all the students and not just a privileged few.

21 MR. STELLMON: Vahan Sipantzi.

22 VAHAN SIPANTZI: I'm Colonel Vahan Sipantzi,
23 S-i-p-a-n-t-z-i, 26972 Lower Pleasant Ridge Road,
24 Wilder, Idaho, 83676.

25 I'm a retired Army Special Forces operator and

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1 chaplain, and also a retired school teacher, and a
2 former board member.

3 As was said before, we really shouldn't be
4 having this meeting, because about ten years ago when I
5 was on the school board we had the opportunity to
6 combine the two schools together, eliminate a
7 superintendant, a couple principals, and have enough
8 money to provide additional classrooms, classroom
9 teachers, and opportunities for students.

10 But as one very influential member of the
11 Homedale community explained to me, the reason it failed
12 was for two reasons: They didn't want Wilder's
13 Hispanics, and they wanted their football team.

14 As an educator I was appalled. I have three
15 fingers on this hand, and as a coach I could only think
16 of three members of the state of Idaho that ever made
17 any money off of athletics.

18 There are more high school athletics in the
19 city of Los Angeles than there are in the state of
20 Idaho. So if this idea that you're going to send your
21 kid to Homedale High School, and they get to play
22 football, what you want to do is do like Texas parents
23 do, and that's hold them back a year so they're a year
24 older when they play.

25 But if you're really interested in their

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1 education, then that's what you need to focus on. What
2 can we do to give these kids the best education
3 possible, and that's where we have failed in the past.

4 Now, because, what, somebody wants their kid
5 to play baseball for a couple years we need to separate
6 what has always been part of Wilder and now make this
7 Homedale? That doesn't tell me that we are trying to
8 give our kids the best education. So if you want to
9 talk about anything, talk about how can we provide more
10 classrooms and more opportunities in two very rural
11 school districts.

12 I think that's really what you have to think
13 about, and I don't see how separating one section of
14 Wilder and putting it into Homedale is going to make a
15 difference.

16 If I wanted my kids to be in a particular
17 school district, then I would sacrifice in order to buy
18 a house in that district. I would not try to move, for
19 my benefit, my kids, into another school in spite of the
20 fact that I chose, as an adult, to live where I wanted
21 to live.

22 If you want your kids to go to Homedale High
23 School or Homedale Middle School or Homedale Junior
24 High, or whatever it is, my suggestion is, as an
25 educator, move there. Thank you.

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1 MR. STELLMON: David Lincoln.

2 DAVID LINCOLN: Good evening everyone. I'm
3 David Lincoln. My address is 22790 Rodeo Lane, Parma.

4 I'm a Wilder School District patron. I'm a
5 past board trustee. As my profession I recently retired
6 as the Wilder Housing Authority Administrator. I'm part
7 of a family that's had three generations graduate from
8 Wilder, and likely there will be four.

9 My wife Susan serves as a human resources
10 director and board clerk for Wilder District. I've
11 always been involved in the community and school and
12 have always tried to make it my business to be aware of
13 current situations.

14 I feel like I know the pulse of the district
15 and our community. I have a great deal of respect for
16 our educational choice in Idaho and spoke often of that
17 in my legislative primary campaign last spring.

18 Our parents have more choices for their
19 children's education than ever. I will even go as far
20 as to say if it comes to Homedale annexing a section of
21 our district, so be it, but everything has to be
22 correctly placed on the table.

23 I can assure you the legislative education
24 committees and the Idaho Department of Education will be
25 watching these results for their quest toward school

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1 consolidations. For our district it may be time.

2 With Homedale and Marsing reaching into Canyon
3 County, there are ten school district compared to three
4 in Ada County. Is that a better model, or do we attempt
5 to keep our community identity with strong local
6 control. It may be time to pursue a complete Homedale
7 and Wilder consolidation.

8 My main concern through the current situation
9 is with Wilder's bond indebtedness on two schools and
10 our portion of the COSSA consortium -- there's two
11 schools and a portion of COSSA consortium that we have
12 in bonds. This is the bulk of our school levy.

13 That indebtedness will remain and have to be
14 absorbed. It will put an unwarranted hardship on our
15 businessmen, farmers and residents in the Wilder
16 community.

17 This is an additional taxation without
18 representation as for the same reason, per Idaho Code,
19 the remainder of the district is not allowed to vote on
20 the issue. I'm not sure that is even constitutional and
21 should probably be reviewed by the Idaho judicial.

22 The forecast is that Wilder School District
23 property tax contributions will increase by up to 20
24 percent with this initiative. Needs for future
25 exponential growth -- which is going to happen; I said

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1 in a planning meeting yesterday, both districts are
2 going to be dealing with growth and in short order --
3 needs for future exponential growth, that we know is
4 imminent, will likely be curtailed. Of course, the ones
5 that will suffer will be our students.

6 For those reasons, I oppose pursuing the
7 excising of a portion of the Wilder District to the
8 Homedale District. Thank you.

9 MR. STELLMON: Thank you. Sonny Sarceda.

10 SONNY SARCEDA: I'm Sonny Sarceda,
11 S-a-r-c-e-d-a, 112 A Avenue, Wilder. I've got to put my
12 glasses on, and I'm going to have to read this, because
13 I'm a nervous guy. At the shop I was okay, but up here
14 in front of people . . .

15 Okay, some of this has already been covered,
16 so I'm going to read through this fairly quick.

17 I've lived in Wilder for 70 years, graduated
18 Wilder High School in 1965, owned and operated Sonny's
19 Auto Service for 47 years. Back then you had to attend
20 the school in the district you lived in.

21 In 1963 the district hired two blind teachers.
22 Some parents did not approve and sent their kids to
23 Parma and Caldwell. Throughout the years I've seen this
24 happen because parents didn't approve of something in
25 the district or the staff. I see this occurring in

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1 school districts all over.

2 In all the years I've lived in this Valley, I
3 haven't seen any difference in how students have turned
4 out based on the school they've attended.

5 Looking at the map on the proposed annexation,
6 I see that the majority of students attending live near
7 the golf course in the lower west corner. A lot of
8 parents in that area are Homedale alumni. They knew
9 when they built or purchased a home in that area that it
10 was in the Wilder District. They never intended for
11 their children to attend any other school other than
12 Homedale. That's natural. That is a choice they made
13 as other parents have made a choice to homeschool, go to
14 charter schools or private schools.

15 I know one family who lives in Arena Valley,
16 the Parma School District; they send their children to
17 Homedale because they wanted them to attend the school
18 that they did, and that's great. That's a choice that
19 they made.

20 I understand that the state has open
21 enrollment now, so students can attend any school they
22 wish. With that in mind, I can see how parents would
23 feel comfortable moving into the southwestern corner,
24 knowing they could send their children to Homedale and
25 be with their friends, even though they knew that their

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1 home was in the Wilder District.

2 I also understand that if a district is
3 becoming overcrowded, they can deny enrollment if you
4 live in another district. Because of this I see the
5 concern of those parents when the district tells them
6 that the only way to guarantee your child admittance is
7 if you live within the district.

8 I'm sure that if these parents really thought
9 it would have affected them, then they wouldn't have
10 built or purchased where they did.

11 There's an article that came out yesterday in
12 the Owyhee Avalanche talking about the hearing tonight
13 and the reasons for the annexation.

14 It states, and I quote, "About 50 children
15 residing in the portion of the Wilder School District in
16 question attends school in Owyhee County under
17 Homedale's open enrollment policy."

18 It also states, quote, "More than 80 percent
19 of the kids in the proposed area already go to Homedale
20 schools, Parker said."

21 Looking at the map, I see that 18 students
22 attend Homedale, and 32 students attend Wilder. These
23 figures came from the Homedale and Wilder Districts, a
24 far cry from 80 percent. If the Homedale District is
25 becoming overcrowded, how could they accept 32 more

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1 students? Of course, that was answered here. Because
2 it's such a huge area that they want to annex. I see it
3 as a land grab for more taxes to the Homedale District.

4 I understand that part of the decision to
5 approve or not is based on what's best for the students.
6 Is it what's best for 18 students or 32 students. Thank
7 you.

8 MR. STELLMON: Pat and Tess McCoy, if they
9 both would like to testify.

10 TESS McCOY: It's just me. My husband's not
11 here.

12 My name is Tess McCoy. Last name, "M-c-C-o-y.
13 I live at 27607 Petolla Road, Wilder. Me and my husband
14 have two kids. Our daughter is starting in Homedale
15 next year in kindergarten, and our son is starting in
16 first grade.

17 I know that the topic of roots that run deep
18 within the Homedale community has been frowned upon, but
19 that's very important to me and my family.

20 I attended Homedale K-12, as did my parents,
21 my grandparents, and I'm well aware of the education you
22 can get at Homedale. I graduated from there and
23 attended the number one public university in the world,
24 and I did quite fine.

25 Am I sending my kids to Homedale because I

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1 want to shove sports down their throats, is that why I'm
2 doing it? Absolutely not. They're going to be in
3 kindergarten and first grade. I don't know what they're
4 going to want to do, but do I want to be able to expose
5 them to as many extracurricular activities, whether it
6 be band, choir, whatever, yeah, I want to expose them to
7 that, because I don't know what they're going to like.

8 It's just -- it's important to me and my
9 family and my kids, and that's why I'm here. Thank you.

10 MR. STELLMON: Thank you.

11 Kelly Walker.

12 KELLY WALKER: My name is Kelly Walker. I
13 live at 19933 Hun Way, Wilder. I'm right on the border
14 of Lower Pleasant. My children have been here since day
15 one from kindergarten on, and this school and our
16 community is very important to us and to my children.

17 They have learned so much in mastery and
18 exceeding. My son is ahead in credits, and he's going
19 to be a junior this year.

20 The community is undoubtedly embraced us. We
21 lost my husband a few years ago, and they were loving
22 and caring. And if it wasn't for the teachers in the
23 community, I don't know where we would be right now.
24 But my children have completely beyond succeeded with
25 the school, with their friends and being with each other

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1 since kindergarten, and my son is already ahead in
2 credits from mastery.

3 I really think that this is not a right thing.
4 Nobody came and asked us in the community where I live
5 if we were opposed or against or if we were with it.
6 Nobody came to my door and asked me about this whole
7 situation.

8 I'm really opposed to this whole part of
9 everything, because now they're asking me to take away
10 from my community, which Wilder is my community, and
11 nobody came to my door, even though we're in a rural
12 district, nobody came to my door.

13 Some certain people want to get something,
14 that live out in the outer parts of Wilder, but go talk
15 to the rest of the community. Because if the community
16 knew about this -- and, apparently, nobody's been
17 notified except for our children that go to school. So
18 the rest of the residents that are in Wilder and our
19 rural community have not been notified about this whole
20 situation. They will not be happy, because they're
21 residents -- they're retired, and they're not going to
22 like increased taxes, to say the least. That's my
23 point.

24 MR. STELLMON: I'm sorry, I said I wasn't
25 going to ask a question: Ms. Walker, do you live within

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1 the area affected by the proposed --

2 KELLY WALKER: Yes, I do. I'm right on the
3 borderline, lower Pleasant. Sorry.

4 MR. STELLMON: Inside, okay.

5 I have Brianna Bond.

6 BRIANNA BOND: My name is Brianna Bond,
7 B-o-n-d. I live at 20991 Fish Road, Wilder. I just
8 wrote something because I'm not good at speaking,
9 either.

10 Currently I am against the change. In the
11 Wilder School District my son is provided a personalized
12 learning experience. This provides him extra one-on-one
13 time in subjects like grammar and punctuation where he
14 needs that extra help without getting left behind in
15 things like math, which come easy to him.

16 Anyway -- I'm sorry, I should have just
17 started reading it -- but anyway, with him being able to
18 surpass the expectations by this self-motivation that
19 they get it prevents him from falling behind or getting
20 bored in school.

21 From experience, a bored student becomes a
22 complacent student. I've made education important in my
23 household because it wasn't in mine. And through
24 experience, becoming bored did me no favors. My son is
25 smart, but becoming bored could become the killer to his

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1 education, so I like that Wilder is innovative. I like
2 the fact that there are more opportunities to surpass
3 what the grade is expected to do.

4 I have seen so much growth, both academically
5 and socially in James that it's mind-boggling, it really
6 is. I credit that growth to the atmosphere and the
7 staff in the Wilder district.

8 To have that forcefully taken away from him is
9 not what I consider the best interest of my child.
10 Wilder allows for daily communication with its teachers.
11 They are amazing and quick at responses, including when
12 I have a concern during summer vacation.

13 I didn't know about this until I got a letter
14 in the mail saying my son's got to go to Homedale. I
15 was not aware that there was even a petition being sent
16 around.

17 Anyway, they answer questions even about this.
18 So whether it's about teaching, his progress, or even if
19 he just comes home upset because he got into a fight
20 with another student, or whatever the case is, they're
21 transparent with me. They have been quick to tell me
22 the rest of the story.

23 Having him in a school that takes time to get
24 to know him as an individual person versus a number is
25 important to me. So why take him out of a school that

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1 has room, to put him in one that is considering turning
2 away fourth-graders. My son is going into the fourth
3 grade.

4 I say "forced" because that's exactly what
5 this change will do. I'm a single mom of three kids.
6 Not all of them are school-aged. I have two -- one is
7 out running the halls with his grandpa, and the other
8 one is over here sitting quietly in the corner.

9 To take away the bus that I rely on to take my
10 son to and from school, give me no choice in the matter
11 to move him to Homedale.

12 I have daycare while I go to work that -- how
13 could I expect them to drop everything to go and pick
14 him up from school, because they took away his bus. I
15 live 2 miles from the school to go to Homedale, which is
16 across the river. It's frustrating to me, sorry.

17 Anyway, taking James from an environment that
18 he flourishes in to put him in an environment that, in
19 my opinion has less time to offer him individually is
20 setting him up to fail.

21 For what reason? Seriously, it's an honest
22 question: What reason do you feel is good enough to
23 take James and 31 of his peers out of this school?

24 And, again, I emphasize the choice, because it
25 takes away my choice, because it's an unrealistic

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1 expectation to try to figure it out another way. The
2 bus is a necessity in my life. For 18 students that
3 already have it figured out, they're currently being
4 bused or by their parents, for whatever reason they
5 have. Whether it's the history that their parents have
6 in that district, whether it's because of the
7 convenience of working over in that district, those
8 students have it figured out. They're already doing
9 that commute to that area.

10 Why take away the choice from the 32 students
11 that are currently in the school, because I know I'm not
12 alone in the fact that I rely on that bus.

13 Anyway, that's what I have written. It
14 doesn't take -- touch base on the fact -- because I
15 don't know what the lunch policy is in Homedale, but I
16 know Wilder offers 100 percent free lunches to my kids.
17 That means I don't have to worry that because I forgot
18 to write a check, they're not going to feed them. Not
19 only do they feed them, but they give them a snack too.
20 I guess that's all I have to say.

21 MR. STELLMON: Matthew Holtry.

22 MATTHEW HOLTRY: My name is Matthew Holtry,
23 H-o-l-t-r-y. My wife and I live at 27663 Wheat Ridge
24 Road. We have two children that will be attending --
25 and one is already in the Homedale School District, and

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1 one is starting kindergarten this coming year.

2 Gavin Parker did a good job of covering all of
3 the points that I would have made. I just -- the one
4 main point that, I think, continues to come up in my
5 mind is the tax dollars that we put in, we would most
6 definitely like to see that those tax dollars are going
7 to support our kids at their school that they're at and
8 the school district that they're in.

9 That's just the highlight that I would like to
10 make sure that we look at and consider. The
11 petitioners, I think, have done everything that's asked
12 of the state board, and we just ask that the opportunity
13 for the patrons in that area to send their funds and
14 support their children. Thank you.

15 MR. STELLMON: Thank you.

16 We have additional written testimony from
17 Mr. Holtry that we will include in the record.

18 Tom Farley.

19 TOM FARLEY: Can you hear me now? My name is
20 Tom Farley, F-a-r-l-e-y. I'm a retired deputy state
21 superintendant of schools in Idaho. My address is 11787
22 W. Blake, Star, Idaho, and I am here to, hopefully,
23 provide some credibility to something other than just
24 statistics.

25 The statistics that Mr. Dillon gave you are

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1 correct. I've gone over and over and over them. I have
2 counseled him to speak his peace. I am a graduate of
3 Wilder High School, Wilder School District, as was seven
4 of my brothers. I was born and raised on a farm on Fish
5 Road right across from the golf course, very close to
6 where most of those nice, new homes are now, and that's
7 wonderful, that's absolutely wonderful.

8 And I know this sounds like a testimony, but
9 now I'm going to get into it: I understand school
10 choice. I'm the guy that wrote school choice to begin
11 with. I helped write the charter school law. I helped
12 write the dual-enrollment law, which has become school
13 choice, and I wrote the dual-enrollment law for
14 activities, so I do understand school choice.

15 For ten years I was responsible -- me and my
16 department at the time, under three different state
17 superintendents, were responsible for the accreditation
18 of every school in Idaho, both secondary and elementary.

19 I understand schools, and I understand a
20 parents right for choice, and I think that is absolutely
21 wonderful. If you want to send your child to
22 Coeur d'Alene talk to Coeur d'Alene and see if they'll
23 let you in. But the land that has been designated for
24 school districts, unless you decide to consolidate,
25 provides a tax base that supports the schools that are

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1 in that taxing area and is what creates, along with the
2 businesses, the assessed evaluation of the school
3 district.

4 To take that away from one school district and
5 give it to another, regardless of the number of
6 students, is an abomination, and I would strongly,
7 strongly recommend that the State Department of
8 Education makes a recommendation to Linda Clark and the
9 State Board of Education that in this particular case --
10 because this has happened elsewhere.

11 It happened two years ago between the Nampa
12 district and the Valley View district. It happened up
13 north in Ponderay. It happened over in East Idaho with
14 Sugar, Salem, and South Fremont. Both are different
15 situations. This is a totally different situation
16 between Wilder and Homedale.

17 There is nothing to be gained -- there is
18 nothing to be gained -- that my limited education has
19 proven to me -- there is nothing to be gained other than
20 what sounds more like a want than a need to annex a
21 portion of the Wilder District into the Homedale School
22 District.

23 It is true that there are 50 students that
24 live in the area. I was born and raised on Fish Road.
25 I know the area. I somewhat know the people. And of

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1 those 50 students, 32 of them are Wilder students. And
2 like I've already heard here tonight, and I'm glad I
3 have, they don't seem to want to have their kids go to
4 Homedale.

5 We have kids here in Wilder -- I shouldn't say
6 "we" because I have nothing to say about that -- but
7 there are kids in Wilder that don't live here that have
8 come from other districts, and that's wonderful. That's
9 called school choice.

10 You want to take your kids to Homedale, take
11 them to Homedale. When I was growing up and Sonny was
12 growing up, we had I don't know how many kids that went
13 to Valley View and went to Caldwell. We called it
14 "white flight" because we were ignorant. We wouldn't
15 call it that now.

16 I'm the only graduate of my class that has a
17 PhD. We also have a governor from his community. And I
18 only say that because going to Wilder schools didn't
19 harm me a bit.

20 So one more time, to annex the portion -- and
21 I won't talk about -- I could talk statistics, but
22 everybody else has covered statistics -- it sounds to me
23 like the annexation of a portion of the Wilder District
24 to the Homedale District is based on want not need, and
25 I spent 52 years in education on the need of children

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1 not adults.

2 MR. STELLMON: We've got Alonzo Zamora.

3 RICHARD ZAMORA: Hi. My name is Richard
4 Zamora. This is my son Alonzo Zamora. We totally agree
5 with Mr. Dillon, Mr. Bezhtel, and I'm here to give my
6 son a voice, because he didn't have a chance to speak
7 out for himself, so I'm here for him.

8 Last name is Z-a-m-o-r-a, and address is 27789
9 Lower Pleasant Ridge Road.

10 ALONZO ZAMORA: My name is Alonzo Zamora. I
11 live on 27789 Lower Pleasant Ridge Road, Wilder, Idaho.

12 I'm one of the kids that are affected in the
13 holdup there. I'm like my grandpa and my dad, I'm the
14 third generation to be here, and I would like to
15 graduate from here.

16 If they want to take that choice away and send
17 me over here to Homedale, that wouldn't be right,
18 because I've been here all my life. I've met my friends
19 here, and I've been here from day one to where I am now.

20 I'm the third generation. I'd like to
21 graduate. If they take that away from me, that wouldn't
22 be right. I would like to graduate from here. I'd like
23 to graduate from here. I'd be the third generation to
24 graduate. And all my uncles and my aunts, they
25 graduated from here. I would like to be a part of that

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1 too.

2 If they would take that away from me I
3 wouldn't like that because I would be affected, and I
4 would miss out on all the teachers that have helped me
5 through all of this. Mr. Carlisle has helped me through
6 this.

7 So I would just like to say that all of the
8 kids that are affected should stay in Wilder, because
9 their friends are here, their family, and other people
10 that have graduated from here are part of their family,
11 so that wouldn't be right, and they'll miss out on the
12 important thing, which is to keep us here and be here
13 throughout their life. Thank you.

14 MR. STELLMON: Thank you. Well done. That's
15 not easy to stand here in front of everyone. That's a
16 very good job.

17 All right, Christine Ketterling.

18 CHRISTINE KETTERLING: My name is Christine
19 Ketterling, K-e-t-t-e-r-l-i-n-g, and I reside at 19023
20 Hwy 95, Wilder, Idaho. I'm going to read this because I
21 get nervous.

22 I was born and raised on a farm between Wilder
23 and Homedale in what I and many long-time residents
24 refer to as the "Fargo area." Although, living in the
25 same house my entire life, and that house being in the

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1 Wilder School District, I still attended Homedale
2 schools from kindergarten through 12th grade.

3 I'm a third-generation Homedale graduate. I
4 am now raising my one children in that same house, and
5 I'm excited for them to be fourth-generation graduates,
6 despite living in the Wilder School District, so I
7 understand what you're talking about, so thank you for
8 sharing.

9 My family has resided and farmed in the Fargo
10 area for generations. I'm on the board of directors for
11 the Fargo Community Church located at the corner of
12 Fargo Road and Upper Pleasant Ridge Road.

13 This location housed the first school in the
14 area built in 1905. The Fargo school was built on land
15 donated by Myron Wade to serve grades one through eight.
16 The building served as school, church, community, and
17 gathering place.

18 Years later the Fargo District No. 33,
19 consolidated with the Homedale School District, so
20 boundaries have changed over the course of time. It was
21 once Homedale School District.

22 My family doesn't simply attend Homedale
23 schools, we are part of the Homedale community. As a
24 student growing up I participated in Owyhee County 4-H
25 Club where Sonny's daughter taught me how to show a pig.

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1 I participated at the Owyhee County Fair for
2 ten years. Now my own daughter will be showing at the
3 fair this year. We participate in Owyhee County judo in
4 Homedale, Homedale youth sports, and many other Homedale
5 related clubs and organizations. You see, we are
6 Homedale.

7 You ask why change things now? There's never
8 a guarantee that our children will be able to attend
9 Homedale schools. When my younger brother was ready to
10 begin kindergarten, the district had closed the open
11 enrollment. Thankfully, because I was already
12 attending, he was grandfathered into the district.

13 As open enrollment students and families we
14 are not represented on the Board of Trustees, and we
15 have no voting rights on anything related to our own
16 students.

17 This is just my own story, but what you will
18 find is that many of the families within the impacted
19 area have similar stories to mine. Most of the children
20 residing in this area already attend Homedale schools,
21 and I know that has been disputed, and it sounds like
22 both districts have different numbers. It is in the
23 best interest to have security in knowing they will
24 always be able to attend Homedale School District.

25 I just want to point out that Wilder has more

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1 per-pupil funding than Homedale School District does,
2 and there was no mention in the petition, in anything
3 related to Hispanic population or sports, and to be
4 honest, I was quite appalled at the accusation in
5 regards to discrimination of people within our district.

6 I just want to say that I respect everyone
7 that has gotten up and spoken tonight, and I respect
8 your opinions and your time and energy that you've put
9 into tonight. What I would ask is that you put it to a
10 vote of the people. Let the people within that area
11 vote and let them choose. Thank you.

12 MR. STELLMON: Thank you.

13 John Carlisle.

14 JOHN CARLISLE: John Carlisle,
15 C-a-r-l-i-s-l-e. Address is 16373 Lewers Way, Caldwell,
16 Idaho.

17 There is a divide between groups and community
18 members over annexing a portion of the Wilder School
19 District boundaries and adding it to the Homedale School
20 District; however, what is best for students and their
21 needs?

22 I have some concerns: If overcrowding is a
23 potential issue that would negatively impact these
24 students. Having more students going to a school with
25 the highest student-to-teacher ratio seems

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1 counterintuitive to providing the best help to students.

2 Homedale School District currently serves a
3 larger number of students than Wilder School District.
4 Adding to a school district that is filling its capacity
5 can harm a student's availability to the mentors -- to
6 be mentored as the ratio with the number of students in
7 the school increases.

8 There is already growth happening within the
9 boundaries of the Homedale School District that they
10 will need to provide education services for. In a
11 larger school 32 students will become lost in a system
12 not prepared to meet their individual needs.

13 Having received personalized instruction,
14 these 32 students who now attend Wilder School District
15 would lose out on personalizing their learning
16 experiences that have been provided by the Wilder School
17 District.

18 Changing boundaries would add a burden to
19 these students who, by choice, desire to attend Wilder
20 School District. These students would be forced to
21 learn at a pace of the curriculum and not by the
22 student's pace of learning or the ability to progress
23 through the demonstration of mastery.

24 Students need the personalized approach and
25 mentoring received from Wilder School District, where

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1 they have made friends and enjoyed opportunities
2 recognized nationwide. They are a part of leading the
3 Wilder School District through their voice and choice,
4 which has led to innovative instruction and creates a
5 more equitable distribution of students throughout the
6 area.

7 These students have their choice, and we would
8 listen to what their needs are. From my perspective I
9 see that these students would be best served by
10 remaining a part of the Wilder School District. I think
11 as demonstrated, being able to hear from students, being
12 able to hear their voice, is always inspirational, and I
13 appreciate hearing that tonight. Thank you.

14 MR. STELLMON: Thank you.

15 Cassandra Rosa.

16 CASSANDRA ROSA: Cassandra Rosa, R-o-s-a. I'm
17 at 27661 Petolla Road, in Wilder, Idaho.

18 My standpoint is a little bit different. I'm
19 not a third, second, fifth generation from Homedale.
20 It's purely educational, is where my Homedale stance
21 comes from.

22 When my husband and I -- we're both originally
23 from very small communities that have, you know, strong
24 community ties, and so when we moved to the Treasure
25 Valley area we started looking around at different

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1 outskirt areas that we wanted to be in, and where we
2 would like to be.

3 We started looking more between Homedale and
4 Wilder area. We really liked that. And so I had the
5 opportunity to -- I did a handful of research on what
6 educational programs they offer and their academic
7 standpoint, their graduation rates, things like that,
8 the funds they use per student. I went back and forth
9 on, you know, which one was more valuable.

10 But the more I dug into it and some of their
11 educational programs that they could provide for my
12 children, Homedale is the area that started to take, you
13 know, more weight on what we wanted for our children.

14 Unfortunately, because of some listing
15 circumstances, we purchased our home, under the
16 understanding from the listing, that it was Homedale
17 School District. Our neighbors also went to Homedale.
18 We didn't think anything of it until we went to register
19 them in, you know, June-July, and they're like, "Oh,
20 you're out of district."

21 And come to find out, that information and
22 because, again, not wanting to move my children back and
23 forth between districts, I decided to actually
24 homeschool them for a year because, unfortunately, we
25 were not accepted at that time into Homedale, so, you

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1 know, it can happen to families.

2 I homeschooled them for a year until the
3 following year when they were accepted into Homedale,
4 where now they have been attending for several years,
5 and their academics and their sports curriculum that
6 they offer and some their views that they just hold, you
7 know that fit with my family, my children have thrived
8 in that environment, and they've provided a sense of
9 fellowship in the Homedale area for my children, and
10 educational support.

11 So for over the years my children -- sorry, I
12 think I already said this -- have thrived, again, with
13 academic courses and their supporting programs while
14 developing like significant wants with their peers and
15 having the opportunity to go to school with some of
16 their cousins, which has made, you know, a big impact on
17 our opportunities that they've had together and their
18 experiences.

19 So with these factors in mind, a large
20 majority of us are, you know, asking to look at some of
21 those -- the reasons of moving boundaries just to ensure
22 our children have some of those, like, emotional and
23 social stability in their Homedale School District that
24 they've already been residing in so they can continue
25 going forth in that.

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1 MR. STELLIMON: Thank you.

2 Patti Zatica.

3 PATTI ZATICA: My name is Patti, P-a-t-t-i,
4 Zatica, Z-a-t-i-c-a. I reside at 27585 Petolla Road in
5 Wilder.

6 Good evening. I have a lot of friends in this
7 room who are on either side of the issue that's being
8 discussed here this evening; however, I'm going to take
9 a side, and you probably know that it's going to be on
10 the Homedale side.

11 My family moved to Homedale in 1953, the
12 summer I turned three years old. Within my immediate
13 family we have a combined 75-years-plus of working in
14 the educational system in the Homedale School District,
15 so I think that stands for itself that we are very
16 passionate about education.

17 When we bought our home in the Wilder School
18 District in 1984 that was at a time when Mr. Farley had
19 not yet drafted verbiage to do the open enrollment, dual
20 enrollment, any of the fancy things that get labeled
21 today.

22 My father was very, very instrumental in the
23 establishment of the COSSA Consortium. He was a
24 long-time superintendent in Homedale, and I will brag,
25 the football stadium in Homedale is named after my

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1 father, Deward Bell. When we purchased our home,
2 shortly thereafter, I went to work at the Homedale
3 School District and spent 23 years in the high school
4 principal's office as a secretary.

5 There was no question in my mind where our
6 daughter would go to school. Both my husband and I
7 graduated from there in 1970, and the issue of roots
8 running deep has run rampant in this room tonight on
9 both sides of the podium.

10 I would absolutely, very strongly, implore the
11 Department of Education, Dr. Linda Clark, and the powers
12 that be, to put this issue before a vote of the patrons
13 affected, whether to send their students to Wilder or
14 Homedale, and let the results of that election, those
15 statistics, stand on their own feet.

16 It doesn't matter if one side versus the other
17 throws numbers around. I think what lies at the crux of
18 this whole issue is let the parents speak for themselves
19 on where their children go to school, where their tax
20 dollars go, and let them have a voice in the district
21 wherever it may land.

22 The other thing I would like to point out,
23 because I don't think it's been touched on here this
24 evening, that I'm sure that the Homedale School District
25 is not the only neighboring district where students from

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1 this district actually go to school. I believe if it
2 was investigated, you would find those that go to school
3 in Parma, in Valley View or Greenleaf Friends Academy,
4 or areas far-flung. With that being said, I hope I
5 haven't stepped on anyone's toes tonight. I still
6 consider you my friends, my peers, and good luck.

7 MR. STELLMON: Thank you.

8 Kenny Thomas.

9 KENNY THOMAS: Kenny Thomas, T-h-o-m-a-s. My
10 wife and I live at 27655 Petolla Road, Wilder, Idaho.

11 Anyway, a lot has been said. First of all,
12 I've give you some history of my family. My daughter --
13 I went to Homedale K through 12, graduated with honors,
14 went to the University of Idaho, graduated in four years
15 with honors from there, came back, and farm in the area.

16 My family grew up -- I grew up on the other
17 side of the river. When an opportunity presented
18 itself, I was able to rent some ground on this side of
19 the river, actually in the Homedale School District.
20 But when we went to move -- when we bought our house --
21 it's been a point tonight of why buy in Wilder if you
22 know it's a Wilder School District, and privilege has
23 also been brought up.

24 I'm not from a family of privilege. Any of
25 you that know me know that I get emotional, especially

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1 speaking in front of people, so I'll take a couple deep
2 breaths.

3 Anyway, I worked very hard to get what I have,
4 and my family has as well. I know lots of people on
5 both sides. I've know Mr. Sarceda since I was a little
6 kid. My mom was a secretary at Wilder for I don't even
7 know how many years, probably 12 to 15, 20, somewhere in
8 there.

9 There's great people in both school districts.
10 The patrons from both communities are awesome. That's
11 why we all live here. It's not a point of whether one
12 district is better than the other district when it comes
13 to the patriotism, you know everybody that lives here.

14 My kids go to Homedale. I have two children
15 right now currently attending. My daughter is in
16 seventh grade going into eighth grade -- well, I guess
17 she's going to be in eighth grade now that we're done
18 with school -- and my son is a third-grader. I also
19 have a four-year-old who will be in kindergarten not
20 this following year, but the next year.

21 It's not a for-sure thing, like has been said,
22 that my youngest will get to go to Homedale. I hope
23 that it's possible, and -- I just hope that it is.
24 Sorry, I'll get back to the point of why I bought a
25 house in Wilder.

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1 So when we were looking we weren't really
2 looking for a house at the time, but an opportunity came
3 up to purchase a home in our subdivision where we live
4 now because of someone's misfortune. It was when the
5 crash of all the housing came down, and we were able to
6 buy a home in that area that today if we were looking to
7 buy, there's zero chance we could buy that one.

8 We were able to take advantage of that
9 opportunity, and that's why we purchased there. There
10 were no homes available in the Homedale School District
11 at that time to purchase at that level.

12 Sometimes it's not just as easy as buying
13 where you want to live, and I understood that, and I
14 knew that that was a risk, and I know that this is a
15 risk that I am taking every year with my kids.

16 One other thing that, I guess, speaks to me is
17 the amount of thought put into the children. I
18 understand that some kids have special needs. My son,
19 when he entered first grade, was a below-average reader,
20 far below. He just finished third grade and is reading
21 on a fifth-grade level.

22 And that's not to do -- I mean I try. He
23 doesn't listen to me. It's to do with our teachers.
24 And I'm sure Wilder has great teachers, too, but the
25 Homedale teachers have done a great job with all my

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1 kids.

2 My oldest is an extremely artistic girl, and
3 they allow her to flourish in that and give her
4 opportunities to, you know, express herself.

5 Really, the only thing that I'd like to say --
6 and it's already been said -- we're not trying to force
7 this upon people, and I think that's coming off as
8 banging it down people's throats.

9 I understand there is a significant economic
10 impact that will happen with this, and that has
11 something to do with everything; I'm not naive enough to
12 think that it doesn't. However, when changes are made
13 other things happen, and that's part of it.

14 For me, personally, and a lot of the other
15 parents in the area, I know we just want this to be
16 brought to a vote so that we can decide so that everyone
17 in the area can decide. And if it's not what the area
18 wants, then that's fine, and I'll go about my business,
19 and that's it. It's just the way things have lined up.

20 Currently I feel like -- and I don't know
21 where the numbers are coming from, and I haven't, you
22 know, dug in. I don't know where the 18 and 32 comes
23 from, but I just sat there and counted the people that I
24 know that -- just in my little area -- and I counted 16
25 kids that go to Homedale in my area. And I know that I

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1 don't have a clue, and that's just talking, like, you
2 know, five, six families, so I know there's got to be
3 way more than 18.

4 Anyway, I don't know where those numbers are,
5 and I'm just saying my piece on that. Anyway, I'm just
6 bummed that I deleted all my notes. Thank you.

7 MR. STELLMON: Antonio Uranga.

8 ANTONIO URANGA: My name is Antonio Uranga.
9 It's U-r-a-n-g-a. I live at 28148 Silo Way in Wilder.
10 I've lived there for -- since 2008, so for 11 years.
11 I'm going to give you just five minutes of why I live
12 where I live.

13 So I moved to Homedale from Meridian right
14 before my kids started school. And the whole reason I
15 moved back to Homedale was so that my kids could go to
16 school in Homedale.

17 I actually work at Marvell Semiconductor. I
18 have my master's in computer engineering. I'm a
19 computer engineer. I drive back and forth every day.
20 It's across from the West Valley YMCA near
21 Hewlett-Packard, so Chinden and Eagle.

22 If anybody's done rush-hour traffic from here
23 to Eagle lately, that's me every day, both directions,
24 and it's not as nice as it used to be, but it's a choice
25 that I made. It's a choice I made because I saw the

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1 benefits of my kids going to a small school, going to a
2 school I was familiar with, being out here with family,
3 friends, people I knew. That's why I moved back to
4 Homedale.

5 Funny, though, that -- you know, I do think
6 sports are important, but definitely not what drove me
7 to come back to Homedale. In fact, it's funny because
8 the first football coach I ever had was actually Sonny
9 Sarceda, and -- actually, I wore a purple jersey that
10 year, and I think we were undefeated, right?

11 SONNY SARCEDA: We were thanks to you.

12 ANTONIO URANGA: I guess you could thank my
13 football career all the way through the U of I to Sonny,
14 because he was my first coach. And to that point, I
15 have great respect for Wilder. I mean, you know, I've
16 been a patron of Sonny's for a long time. Madison's,
17 obviously -- I have nothing against Wilder, but Homedale
18 is me. It's just where I'm from, it's where I've been,
19 and I was living on my grandparents' farm for two years,
20 and the whole time looking for a place to buy and just
21 couldn't find it. And the reason I ended up buying the
22 house I bought was, yeah, Homedale School District was
23 open. My kids were already going there, and I just
24 couldn't find another house in those two years.

25 Finally, my grandparents were telling me to

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1 get lost so they could sell the farm. So that's why I
2 ended up in the house I'm in. I love that. I love the
3 house I'm in, love being near a golf course, it's been a
4 great situation. I love this community.

5 But I do think for my kids, going to Homedale
6 has been the best possible thing for them. I think
7 they've got opportunities there that are just different
8 than what they'd have at Wilder. I'm not saying better
9 or worse, different.

10 My daughter last year was on a Future City
11 team. She got to go to Washington, DC, and compete, you
12 know nationally in a competition that -- you know, she
13 wouldn't have had that opportunity in Wilder.

14 My son got back from Houston in the spring.
15 He was there on the robotic team. You know, again,
16 something that was kind of a unique opportunity that he
17 had because he was on the team from Homedale.

18 I know there's different opportunities in
19 Wilder, but for my kids I think the academics, the
20 sports -- I don't know, I -- I think Wilder has great
21 things going for it, and I understand the programs are
22 different, for sure, but I don't think it's better than
23 Homedale. That's what I'd say. I'm pretty convinced
24 that that's true.

25 The other thing I just want to say is that I

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1 think -- you know standing here I've heard really from
2 three groups of people. I've heard from, you know,
3 folks from Wilder that have, you know, a vested,
4 passionate interest in Wilder and the Wilder School
5 District.

6 I've heard from Homedale people that have this
7 vested, passionate interest in the Homedale School
8 District. But to me the key group, this third group, is
9 people that live in the area. And those on both sides
10 have come up here and have been the voices that I've
11 been most interested in hearing, because I feel like
12 this is the group that really should be making this
13 decision, because it's really about the kids in that
14 area, what's best for them.

15 I don't think it's -- you know, the Homedale
16 superintendent or the Wilder superintendent, I don't
17 think they should be making the decision for what's best
18 for the kids in that area.

19 I think us -- I think the people in that area
20 should be making that decision, really, and that's what
21 I hope happens. I hope that it's left to the people in
22 that area to make this decision, because I think -- I
23 know for me it will be very easy to live with that
24 decision, whichever way it goes.

25 But if not, if we aren't allowed to make that

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1 decision, I don't know. I feel like -- I feel like if
2 we aren't, then there's something going on that I don't
3 understand.

4 Because, you know, the whole purpose of our
5 republic, right, is to allow people to make that
6 determination for themselves, and I think in this
7 situation that should be allowed to happen.

8 That's all I've got. Thank you.

9 MR. STELLMON: Thank you.

10 That concludes the list of those who sought to
11 testify. Is there anyone present that, after having sat
12 there, wishes you'd have had an opportunity to say a few
13 words? Anybody else?

14 KIM NORDSTROM: Hi. My name is Kim Nordstrom,
15 N-o-r-d-s-t-r-o-m. I live at 19904 Warren Lane. I've
16 listened to both sides. I'm a grandmother, and I'm
17 helping my son to raise two -- my grandchildren, and I
18 have three that live next door to me.

19 I have other questions. I know there are some
20 that will be maybe forced to go to Homedale. We go to
21 Wilder. And I wonder for those parents that won't have
22 busing from Wilder, how it's going to affect them.

23 I think of those that will be going to
24 Homedale, and I think, if I'm correct, Homedale has
25 Fridays off, which would require that some will have to

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1 get babysitting.

2 Also, I'm on a fixed income, and I know a lot
3 of the people in my community are, and I wonder how it's
4 going to affect our taxes, and if I have to move because
5 I can't afford it.

6 Also, we are considered down in the valley
7 there as rural, so a lot of things we don't hear. I
8 never even knew about this until my daughter told me
9 after the first meeting. No mailing, no posting, no
10 anything anywhere.

11 I'm concerned about our fire department. And
12 are we going to be Owyhee County, ending at lower
13 Pleasant, which I'm about four houses off of. And if
14 so, do we have to wait for the fire department from
15 Homedale? Will we take on Owyhee County as our address?
16 And also, paramedics, will all of this have to come from
17 Homedale?

18 These are other issues that I think of,
19 because I had a husband who was very sick, and there
20 were a lot of times I had to call the paramedics, and I
21 was lucky enough they were there within five minutes.

22 We've had field fires, and our fire department
23 is there, I would say, within five minutes or so. If we
24 had to wait for Homedale for any of these services, it
25 would take them longer. And even from my house I can

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1 hear the horn for the volunteer fire department. So
2 timewise, what does all of this mean for all of us in
3 that aspect?

4 And if our taxes go up, your children will all
5 be -- some of you might move. I don't plan on moving.
6 Some of you will decide that you have other aspects of
7 life you want to do. Your children are going to grow,
8 and if we annex and do this that's long-term. It's not
9 for the time or the life of your children going to
10 school. They're going to take off and go to college or
11 whatever. You may move, retire, whatever, and then that
12 leaves us higher taxes and having to look at life a
13 little differently.

14 That's basically all I have to say. And I
15 think those are other things that people need to think
16 about, if and how that affects us. And it will be nice
17 to know, how are we going to find out any more
18 information about what's going on. It's a small group.

19 You filled out a petition, and the rest of the
20 community doesn't know a thing. And if you don't have
21 school children, you aren't going to know anything.

22 My neighbors don't know about all of this, and
23 it's not fair to them because I know a lot of them are
24 retired or moved into the area and they have nice homes,
25 but are they willing to want their taxes to go up all

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1 because people are fearful of where their kids are going
2 to have to go to school.

3 And I do know there are children that go into
4 town to Caldwell for schooling, and there are those that
5 go to Homedale. And if Homedale is already full, what's
6 going to say that you're not going to have to go to
7 Wilder anyway or pick another school.

8 The capacity gets to a point that they're not
9 going to get the education they need with 30 to 34 kids
10 in a classroom, and I have seen that. I used to work in
11 an elementary school, and can't give them the attention
12 that they need with that aspect of it.

13 Anyway, thank you for your time and listening.

14 MR. STELLMON: Anybody else?

15 ERIN ERICKSON: Erin Erickson,
16 E-r-i-c-k-s-o-n. 18874 Fish Road. We just moved here
17 just last month. My husband is a Marine. We are both
18 originally from Idaho. We have been around the country
19 for the last 17 years.

20 Last summer we had the opportunity to come
21 back. We knew he was getting ready to retire, and we're
22 all out here for a reason. Because it's amazing, and we
23 were able to purchase a piece of property.

24 We were under the impression that the annex to
25 Homedale would happen, and that's where we would like

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1 our boys to go. I am only here to reiterate that I
2 agree that we should be given the chance to vote.
3 Specifically for my boys, they have had enough moving
4 around, and I would like to have my voice heard, because
5 we do hope that they're excited to be a Homedale, and
6 we'd like to be able to keep them there. They've had
7 enough moving. Thank you.

8 MR. STELLMON: Anyone else?

9 DANA DEVICE: Dana Device, D-e-v-i-c-e.
10 Address is 27915 Upper Pleasant Ridge Road.

11 I was not prepared to speak tonight. I didn't
12 know it would be such a contentious meeting with very
13 different viewpoints. We just moved to the area about a
14 year ago, and the choice, even though we take a huge
15 risk, was obvious to us.

16 We send our kids to Homedale for a number of
17 reasons. Just driving by, looking at it, doing the
18 research online. I just pulled up greatschools.com
19 ratings for Homedale versus Wilder. Homedale has a 5,
20 3, and a 2. Wilder has a 2, 1, and a 1, which is not
21 very good at all. Something needs to be done in Wilder
22 School District.

23 We favor academics. My wife has two degrees.
24 I have two degrees. I'm a software engineer, and I was
25 an aircraft commander and instructor pilot in the

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1 airforce.

2 I concur with all the other Homedale patrons,
3 that Homedale is the way to go for us. And to let those
4 people in the impacted areas cast their own vote. Thank
5 you.

6 MR. STELLMON: Anybody that hasn't had a
7 chance to speak that would like to?

8 CODY WALKER: My name is Cody Walker,
9 W-a-l-k-e-r. I live at 19933 Hun Lane, Wilder, Idaho.
10 I've lived here since I was in kindergarten. I love the
11 culture, the community, the school, sports, everything
12 about it. I mean, I don't know what I'd do if I was
13 taken away from it.

14 The school the great. They gave me lots of
15 advanced opportunities. If I didn't go to Wilder, I
16 wouldn't be ahead in high school credits and starting my
17 college credits soon. I'm taking advanced opportunity
18 courses in science, as well, and, basically, this school
19 is, I don't know, in my opinion, the best school,
20 probably, in the state of Idaho. That's my opinion.

21 I'm sure we could get Mr. Dillon with some
22 facts and stuff like that, but especially this senior
23 class they're represented with a lot of scholarships and
24 that sort of stuff. It was great.

25 I don't want to compare schools or anything

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1 like that, but we have a great school, as well, and
2 great sports as well. Just because, you know, we're a
3 smaller school, we have eight-man football and stuff
4 like that, but, yeah, it's a great school, and I just
5 wanted you guys to know that. That's it.

6 MR. STELLMON: Thank you.

7 How are we doing? Last call.

8 I appreciate the openness and the respect
9 that's been provided to all during the hearing. Given
10 the divergent views, I appreciate that.

11 I think that the hearing at this point, unless
12 you think, sir, that your wife is coming back?

13 Okay, then without further business we'll
14 conclude the hearing, going once, twice. Thank you for
15 your evening. I appreciate it.

16 (Hearing concluded at 8:00 p.m.)
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REPORTER'S CERTIFICATE

I, CINDY LEONHARDT, CSR No. 715, Certified
Shorthand Reporter, certify;

That the foregoing proceedings were taken
before me at the time and place therein set forth, at
which time the witness was put under oath by me;

That the testimony and all objections made
were recorded stenographically by me and transcribed by
me or under my direction;

That the foregoing is a true and correct
record of all testimony given, to the best of my
ability;

I further certify that I am not a relative or
employee of any attorney or party, nor am I financially
interested in the action.

IN WITNESS WHEREOF, I set my hand and seal
this 10th day of July, 2019.



CINDY L. LEONHARDT, C.S.R. No. 715, R.P.R.

Notary Public

P.O. Box 2636

Boise, Idaho 83701-2636

My Commission expires November 28, 2024.

In Re:
Petition to Excise Property

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A	address (9)	16:8	area (69)
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8:9;47:22	46:15;62:15;65:10	42:2,4,10,10	11;10:13,14;11:22,23;12:5,
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45:8,24;48:11,12;53:18;	adjustment (1)	alumni (1)	18:17;21:4,10,12,14,25;29:8,
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40:6	26:6	18:25	44:10,14;45:19,20;46:10;
Absolutely (4)	admittance (1)	always (5)	48:6,25;49:4,12;50:9;53:15;
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accept (2)	affected (8)	annex (7)	4:13;11:24;22:20;35:16;
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13:13	21:22	applied (1)	assurance (1)
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9	airforce (1)	48:13;67:8,10,15	26:23
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In Re:
Petition to Excise Property

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**CONSENT
AUGUST 29, 2019**

ATTACHMENT 8

**In Re:
Petition to Excise Property**

**Hearing
June 20, 2019**

18:25 12th (1) 44:2 15 (2) 15:23;54:7 16 (2) 14:13;56:24 16373 (1) 46:15 17 (1) 64:19 18 (8) 13:9;15:8;21:15;30:21; 31:6;37:2;56:22;57:3 18874 (1) 64:16 19023 (1) 43:19 1905 (1) 44:14 1953 (1) 51:11 1963 (1) 28:21 1965 (1) 28:18 1970 (1) 52:7 1984 (1) 51:18 19904 (1) 61:15 19933 (2) 32:13;66:9	31:13 27655 (1) 53:10 27661 (1) 48:17 27663 (1) 37:23 27789 (2) 42:8,11 27915 (1) 65:10 28148 (1) 57:9	28:17 75-years-plus (1) 51:13	
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	4.8 (1) 8:6 47 (1) 28:19 4-H (1) 44:24		
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	7		
	70 (1)		

Wilder School District

419 Huff Road

Wilder, ID 83676

Ph:208-337-7400 Fax:208-337-7399

Our Vision

*Provide a rigorous
mastery-based
personalized
environment where
100% of our
students graduate,
have the skills to be
leaders, and
creatively design
their own future.*

Our Mission

*We are an
educational
community of
mentors who
empower students to
positively impact the
world as responsible
citizens.*

Our Guiding Principles

*We expect
professionalism,
respect,
responsibility and
honesty.*

*We embrace
innovation in
technology tools,
resources and
instructional
practices.*

*We hold
accountable the
ownership of
teaching and
learning.*

*We incorporate the
necessary skills (16
Habits of Mind) and
a growth mindset to
effectively
demonstrate 21st
century skills to
thrive in society and
promote strategic
reasoning,
insightfulness,
perseverance,
creativity and
craftsmanship.*

*We make decisions
based on a student-
centered data driven
educational
practices.*

*We achieve rigor
and relevance
through
relationships of
trust, developed as a
result of effective
and inclusive
mentoring.*

July 7, 2019

Helen Henderson
Program Specialist, Office of the Superintendent
Idaho State Department of Education

Mrs. Henderson,

Based upon the attached worksheets, the proposed excision will not leave Wilder School District with a bonded debt in excess of the limit prescribed by law (Section 33-308-(4)(a), Idaho Code. In addition, the Wilder Board of Trustees would like the issues related to CTI Foods, more specifically their filing for Chapter 13 and the roughly \$9 Million dollar tax reduction request currently before the Idaho State Supreme Court be considered by the Idaho State Board of Education in the decision making process for the proposed request.

Respectfully,



Dr. Jeff Dillon
Superintendent of Schools
Wilder School District #133

764 Wilder School District #133 2018 Values

Annual Real & Personal Market Value	Operating Property market Value	subsequent Market Value	Total Market Value	Exempt Value	Total Net Taxable Value
317,706,551	7,096,327	220,910	325,023,788	(76,832,524)	248,191,264

	<i>No Change</i>	<i>CTI Chapter 13</i>	<i>Excision</i>	<i>CTI & Excision</i>
Total Market Value	248,191,264	248,191,264	248,191,264	248,191,264
Changes:				
CTI Chapter 13 estimated value		(40,000,000)		(40,000,000)
Estimated Excision Value			(37,746,575)	(37,746,575)
Adjusted Total Market Value	248,191,264	208,191,264	210,444,689	170,444,689

**Approved Annexation/Excision
Bond Capacity I.C. 33-1103 (3)**

	<i>No Change</i>	<i>CTI Chapter 13</i>	<i>Excision</i>	<i>CTI & Excision</i>
Bonding Capacity @ 5%	12,409,563.20	10,409,563.20	10,522,234.45	8,522,234.45

Outstanding Debt Principal & Interest	5,646,500	5,646,500	5,646,500	5,646,500
Less Cash and Investments	699,783	699,783	699,783	699,783
Total Debt less Cash	4,946,717	4,946,717	4,946,717	4,946,717

Estimate Available Bond Debt	7,462,846	5,462,846	5,575,517	3,575,517
Percent Reduction		26.80%	25.29%	52.09%

**CONSENT
AUGUST 29, 2019**

ATTACHMENT 9

		4,615,000.00	1,031,500.00	5,646,500.00	-	4,615,000.00	
Series	Payment Date	Principal	Interest	Total	Amount Paid To Redem	Bonds Outstanding	FY Pymnt Due
2005	8/15/2019	310,000.00	6,200.00	316,200.00		310,000.00	20
2015	9/15/2019	85,000.00	97,400.00	182,400.00		85,000.00	20
2015	3/15/2020		95,700.00	95,700.00		-	20
2015	9/15/2020	410,000.00	95,700.00	505,700.00		410,000.00	21
2015	3/15/2021		85,450.00	85,450.00		-	21
2015	9/15/2021	425,000.00	85,450.00	510,450.00		425,000.00	22
2015	3/15/2022		74,825.00	74,825.00		-	22
2015	9/15/2022	450,000.00	74,825.00	524,825.00		450,000.00	23
2015	3/15/2023		63,575.00	63,575.00		-	23
2015	9/15/2023	475,000.00	63,575.00	538,575.00		475,000.00	24
2015	3/15/2024		51,700.00	51,700.00		-	24
2015	9/15/2024	500,000.00	51,700.00	551,700.00		500,000.00	25
2015	3/15/2025		39,200.00	39,200.00		-	25
2015	9/15/2025	520,000.00	39,200.00	559,200.00		520,000.00	26
2015	3/15/2026		28,800.00	28,800.00		-	26
2015	9/15/2026	540,000.00	28,800.00	568,800.00		540,000.00	27
2015	3/15/2027		18,000.00	18,000.00		-	27
2015	9/15/2027	565,000.00	18,000.00	583,000.00		565,000.00	28
2015	3/15/2028		6,700.00	6,700.00		-	28
2015	9/15/2028	335,000.00	6,700.00	341,700.00		335,000.00	29

*** BALANCE SHEET ***		WILDER SCHOOL DIST #133		
MO-YR: 06-2019 06/30/19		PRINT: 06/27/19 12:21:02 PM		
ACCT #	ACCT NAME	BEG BALANCE	MTD ACTIVITY	YTD BALANCE
	CASH IN BANK			
310-111100-000-000-0	BOND REDEMPTION & INTEREST FUND	398,937.34	-	398,937.34
		-----	-----	-----
	***TOTAL CASH IN BANK	398,937.34	-	398,937.34
		'=====	'=====	'=====
	INVESTMENTS			
310-112100-000-000-0	BOND REDEMPTION/INVESTMENTS 2303	300,185.65	659.88	300,845.53
		-----	-----	-----
	TOTAL	300,185.65	659.88	300,845.53
		'=====	'=====	'=====

764 Wilder School District #133 2018 Values

Annual Real & Personal Market Value	Operating Property market Value	subsequent Market Value	Total Market Value	Exempt Value	Total Net Taxable Value
317,706,551	7,096,327	220,910	325,023,788	(76,832,524)	248,191,264

Total Market Value	325,023,788	325,023,788	325,023,788
--------------------	-------------	-------------	-------------

Changes:

CTI Chapter 13 estimated value		(40,000,000)	(40,000,000)
Estimated Excision Value			(37,746,575)

Adjusted Total Market Value	325,023,788	285,023,788	247,277,213
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Bonding Capacity @ 5%	16,251,189.40	14,251,189.40	12,363,860.65
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Outstanding Debt Principal & Interest	5,646,500	5,646,500	5,646,500
Less Cash and Investments	699,783	699,783	699,783
Total Debt less Cash	4,946,717	4,946,717	4,946,717

Estimate Available Bond Debt	11,304,472	9,304,472	7,417,144
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Percent Reduction		17.69%	34.39%
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CONSENT
AUGUST 28, 2019
Homedale Jt. School District #370
Owyhee and Canyon Counties
116 East Owyhee Ave. • Homedale, ID 83628-3227
Telephone: 208.337.4611 Fax: 208.337.4911
www.homedaleschools.org

Rob Sauer, Superintendent
Faith Olsen, Business Manager/Board Clerk

Kurt Shanley, Chairman, Board of Trustees
Debbie Denney, Assistant Clerk/Treasurer

June 24, 2019

Helen Henderson
Program Specialist, Office of the Superintendent
Idaho State Department of Education

Dear Mrs. Henderson,

This communication is to clarify the student numbers for those that attend the Homedale School District and reside in the proposed excised area. We have 32 students that are currently enrolled from the proposed area and 10 additional students from the proposed area that have completed out of district applications on file.

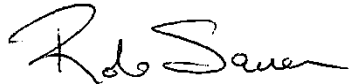
The number of students and address of said enrolled students are as follows:

1	19023 Hwy 95	Wilder	Idaho	83676
2	27607 Petolla Road	Wilder	Idaho	83676
2	27663 Wheat Ridge Road	Wilder	Idaho	83676
4	18895 Fish Road	Wilder	Idaho	83676
2	27655 Petolla Road	Wilder	Idaho	83676
2	19896 Wilson Lane	Wilder	Idaho	83676
2	18874 Fish Road	Wilder	Idaho	83676
2	27915 Upper Pleasant Ridge Road	Wilder	Idaho	83676
3	27547 Petolla Road	Wilder	Idaho	83676
2	27661 Petolla Road	Wilder	Idaho	83676
1	18863 Batt Corner Road	Wilder	Idaho	83676
1	19972 Wilson Lane	Wilder	Idaho	83676

1	19076 Batt Corner Rd	Wilder	Idaho	83676
2	28148 Silo Way	Wilder	Idaho	83676
1	19277 Hwy 95	Wilder	Idaho	83676
1	18874 Fish Road	Wilder	Idaho	83676
3	19830 Laht Creek Way	Wilder	Idaho	83676

Please let me know if we need to provide additional information.

Respectfully,



Rob Sauer

From: Rob Sauer
To: [john.stellmon](#); [Helen Henderson](#)
Subject: Petition to Excise/Annex-- I.C. 33-308 (4) (b)
Date: Tuesday, June 25, 2019 12:21:13 PM

This message was sent from outside the organization. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Hello,

Below is our response to bonded debt question in regards to the petition. Please let me know if you have any follow up questions.

Thank you,

Rob

The Homedale School District market value is listed as \$305,135,936 while the Wilder School District market value is listed as \$248,079,571. If the excision takes place the Homedale School District would gain market value and the debt capacity would automatically increase. The Homedale School District does not have bonded indebtedness. While the Wilder School District does have a bonded indebtedness of 0.002397444, to the best of our knowledge, the excision would not leave the Wilder School District with a bonded debt in excess of the limit prescribed by law.

--

Rob Sauer
Superintendent
Homedale School District

John M. Stellmon – ISB# 3224

Stellmon ADR & Consulting Services, LLC

1509 N. Dragonfly Place

Eagle, Idaho 83616

208-863-9736

johnstellmon@msn.com

BEFORE THE STATE OF IDAHO BOARD OF EDUCATION

IN RE:

PETITION TO EXCISE PROPERTY		HEARING OFFICER'S
FROM WILDER SCHOOL DISTRICT #133		FINDINGS OF FACTS,
AND ANNEX IT TO OWYHEE-CANYON		CONCLUSIONS OF LAW
COUNTY JOINT SCHOOL DISTRICT #370		AND RECOMMENDATIONS
MR. GAVIN S. PARKER, PETITIONER		

PROCEDURAL HISTORY

On March 21, 2019, Petitioner Gavin S. Parker filed a petition, hereafter Petition, with the Owyhee-Canyon County Joint School District #370, also referred to as Homedale Joint School District and hereafter referred to as HSD and with the Wilder School District #133, hereafter referred to as WSD, seeking to excise a portion of the WSD and to annex it to the HSD. On April 8, 2019, a resolution of HSD was hand-delivered to the Idaho State Department of Education (ISDE) by Mr. Kurt Shanley, Board Chair, HSD. Mr. Shanley acknowledged receipt of Mr. Parker's petition and indicated HSD support for the petition. Mr. Shanley also sent a letter to ISDE dated April 9, 2019 stating further reasons for HSD

approval of the petitioner's request.¹ By letter dated April 18, 2019, Ms. Patricia Clagg as Board Chair, and Mr. Jeff Dillon, PHD and Superintendent of the WSD co-signed a letter on behalf of the WSD opposing the Petition. On April 30, 2019, Superintendent Dillon, on behalf of the WSD, sent another letter clarifying in greater detail his opposition to the Petition request to excise a portion of the WSD to the HSD.²

The land area sought to be annexed is an area approximately 1 ½ miles wide by 2 ½ miles long that is located on the south western edge of the WSD and abuts against the northern boundary of the HSD, hereafter affected area. Attached to the Petition is a legal description of the land sought to be excised/annexed as well as maps showing the effect on both school districts should the Petition be approved. The maps and legal description boundaries were updated and finalized on June 10, 2019 and are included in the final draft of the Petition.

On May 13, 2019, pursuant to I.C. 33-308 and under the authority of IDAPA 08.02.01.050.05, the undersigned was appointed as Hearing Officer for this matter. I was requested to conduct a public hearing pursuant to applicable law and regulations, to write Findings of Fact, Conclusions of Law and a Recommendation, and to submit the same to the ISDE no later than July 10, 2019.

Pursuant to process, Ms. Helen Henderson, Program Specialist with the office of the Superintendent of the ISDE, formally notified the WSD and the HSD of the date and time of the public hearing to be held on Thursday, June 20, 2019 in the Wilder High School Gymnasium beginning at 6:00pm. Public notice of said meeting was posted in the Press Tribune on Tuesday June 18, 2019. The affidavit of publication is attached as Exhibit C to this report.

The public hearing was held as scheduled. Mr. Gavin Parker, petitioner, was first to speak, Mr. Jeff Dillon, Superintendent of WSD spoke second, and Mr. Kurt Shanley, Chair of the HSD spoke third. Also in attendance, but did not testify, was Mr. Rob Sauer, Superintendent of the HSD. All persons testifying were allowed 5 minutes to deliver their testimony. No one was asked to shorten their testimony due to going over time. There were 25 testimonies provided in all. The ISDE contracted with Ms. Cindy Leonhardt, a certified Court Reporter, to transcribe the verbal testimony given. The entire transcript will accompany this report as a separate document. All were advised that written testimony would be accepted if submitted by 5pm on Friday, June 21, 2019. Four individuals provided additional written testimony after the conclusion of the public hearing. This written testimony was sent by email to Ms. Helen Henderson as the representative of the ISDE and is attached to this report as Exhibit D. The sign-in documents filled out by all participants during the public hearing are attached as Exhibit E. Also included with this report is a follow up email dated June 24, 2019, sent by Superintendent Rob Sauer of HSD to Ms. Henderson regarding numbers of children in affected area attending Homedale schools, attached as Exhibit F; and an email from Superintendent Sauer dated June 25, 2019, related to bonded debt, attached as Exhibit G.

FINDINGS OF FACT

- 1) Petitioner, Mr. Gavin Parker, appeared to represent a group of homeowners and parents in the affected area, all of whom seek to have their children attend Homedale Schools.
This desire gives rise to this Petition.

¹ Letter of April 9, 2019 from Mr. Kurt Shanley to ISDE attached as Exhibit A

² Letter of April 30, 2019 from Superintendent Jeff Dillon to ISDE attached as Exhibit B

- 2) The Homedale/Wilder area is a close-knit community whereby many of the citizens of one area are integrally interconnected to citizens of the other. The towns are only separated by a few miles. The testimony was replete with instances where a person advocating for one outcome, was well connected with, related to, or associated with a person on the other side of the issue raised by the Petition. For example, several testified that they knew they were buying homes in the WSD with a Wilder address, however, they themselves had gone to Homedale schools and wished to have their children attend Homedale schools. We had testimony from those in the affected area who wish to have children attend Homedale schools, however, they acknowledged that they do business and patronize restaurants and businesses in Wilder. We also had testimony of homeowners in the affected area with Wilder addresses who have businesses in, and are socially connected to Homedale. Some in the affected area who supported the Petition and wish to have children attend Homedale schools, acknowledged friendships and longtime association with educators and others who were from Wilder. Some of these same educators testified in opposition to the Petition. Testimony was respectful, both sides acknowledging the challenges raised to the other side by virtue of the petition. We heard from long time, even multi-generational citizens of the area. Some advocating for annexation, some opposed to annexation. The conclusion drawn by me as a result of this testimony is that the issue raised by the Petition has been a longstanding undercurrent of challenges for many years. The proximity of the communities and the anticipated growth that people in this area believe to be on the horizon, has the two communities seeking for answers to anticipated as well as current challenges brought on by development and growth. The Petition is an attempt to provide clarity for one carved out area of this community. However, the growth and change dynamics that both these communities face will not end by the decision of this Petition. Issues related to growth, cooperation of Districts, taxes, community representation, educational organization and structure, and educations and community leadership will remain. I wish to draw the analogy of the Wilder/Homedale community and its social, educational, and financial challenges to that of a block quilt. In such a quilt you have many separate, distinct blocks of material. The blocks are then stitched together to form the quilt. In this analogy, the current Petition is but one block of the entire quilt comprising the culture and community of Wilder/Homedale. The Petition should be considered not in isolation, but rather how the decision regarding this "block" affects the rest of the quilt. Or in other words, how this decision to carve this area from the WSD and annex it to the HSD may impact the rest of the social, financial, and educational "quilt" that is the Wilder/Homedale Community.
- 3) Subsequent to the hearing, written testimony was produced by the HSD indicating enrollment of 32 students from the affected area, attending Homedale schools, as well as an additional 10 students seeking out of District enrollment for the future.³ Written testimony from Superintendent Jeff Dillon, submitted at the hearing, states that there are 32 students who live in the affected area who attend Wilder Schools.⁴
- 4) There are no school buildings from either district in the affected area. The distance to Homedale schools or Wilder schools is roughly the same from the affected area. Currently the Wilder students who attend Wilder schools are bussed to Wilder Schools. Students in the

³ See Exhibit F

⁴ Attached as Exhibit H is written testimony by 5 separate individuals which written testimony was submitted to support their respective oral testimony at the hearing. Superintendent Dillon was one of these 5 people. As part of Superintendent Dillon's written testimony, he provided a map showing location of students attending Wilder schools in the affected area.

affected area who attend Homedale schools are privately transported. Walking to either Wilder schools or Homedale schools is not an option due to the distances involved.

- 5) Those attending Homedale schools from the affected area are subject to the "open enrollment" policies of the District. They are not guaranteed enrollment in Homedale schools year to year but are accepted dependent upon Homedale resources and school capacity issues. For example, testimony was provided indicating that 4th grade in Homedale schools was reaching capacity and that, without adjustment to current staffing, Homedale would not be able to accept more 4th graders in the coming year. Testimony from Homedale officials assured that in this instance, accommodations would be made to accept more 4th graders if needed.
- 6) Testimony was received from many, praising the quality of the education at each school district. My finding is that each school district provides an excellent level of education and support for its students. Credible, passionate testimony was received lauding the value of educational opportunities and successes at both school districts.
- 7) Granting the approval of this Petition would result in transferring approximately 50 million dollars of the 210 million dollars of assessable property tax value of the WSD to the HSD. Such reduction in tax base could reduce WSD's ability to participate in Special Education Programs and Career Technical Programs.⁵ Such resulting transfer would also likely increase the tax burden on remaining WSD constituents.
- 8) Wilder, Homedale, and several other area school districts currently participate in a COSSA program. The COSSA program is a collaboration to bring students together from several school districts in the area to have access to programs not available in all schools. This program is housed within the WSD.
- 9) Both districts anticipate growth. The HSD "has already planned for additional elementary facilities."⁶ WSD has "ample room to accommodate growth for approximately 250 more students without needing to add to our elementary, mid/high school facilities."⁷
- 10) References were made that the Petition may be based, in part, on motives of athletic advantage, financial privilege, or de facto segregation motivations. I find such implications to be unfounded. I believe the facts and testimony demonstrate a constituency of parents and others interested in their student's educational future and striving to attain that future. Off hand or anecdotal comments related to other potential factors in motivation are not supported by credible evidence.

CONCLUSIONS OF LAW

- 1) The Petition and exhibits, public hearing notice, public hearing procedure, and all relevant testimony and documentation appear to be appropriately and timely filed according to applicable law and administrative procedure.
- 2) This matter is properly before the Idaho State Board of Education as contemplated by I.C. 33-308.
- 3) I find the Petition itself to be technically lacking a required element. I.C. 33-308 (2) (F) requires an estimate of the number of children residing in the area to be identified in the Petition. I do

⁵ See Exhibit B

⁶ See Exhibit A

⁷ See Exhibit B

not find any such estimate in the Petition. (In fact the Petition specifically declared that no such estimate would be provided by Petitioner.⁸) Due to testimonial evidence as well as estimates provided by the School Districts, I do not find this omission to be fatal to the survival of the Petition. I find that such testimony and estimates have repaired this particular deficiency.

- 4) IDAPA 08.02.01.050.03 provides criteria for a hearing officer to consider when a petition to alter school district boundaries has been made. The criteria are addressed below:

IDAPA 08.02.01.050.03(a)

“Will the alteration as proposed leave a school district with a bonded debt in excess of the limit prescribed by law.”

The answer to this question was provided through subsequent email testimony.⁹ The answer is that such proposed alteration WILL NOT leave either District with a bonded debt in excess of the limit prescribed by law.

IDAPA 08.02.01.050.03(b)

“Is the proposed alteration in the best interests of the children residing in the area described in the petition. In determining the best interests of the children, the hearing officer shall consider ALL RELEVANT FACTORS (emphasis added) which may include...”

I will address this criteria first by treating the factors indicated in the language of the IDAPA rule and then addressing other relevant factors of this situation that bear on this standard of children’s best interests.

(i) The safety and distance of the children from the applicable schools:

This factor has little relevance in this situation due to the fact that the schools in Wilder and Homedale are roughly equivalent in distance from the students in the affected area. The relevant outcome of this Petition is that if the Petition is approved, the 32 students currently being privately transported to Homedale schools will now be bussed to school. If the Petition is approved, the 32 students currently being bussed to Wilder schools will have to make arrangements for private transportation should they choose to apply to continue to attend Wilder schools, and are accepted through Wilder’s open enrollment policy.

(ii) The views of the interested parties as these views pertain to the interests of the children residing in the petition area:

The interested parties in this Petition are the petitioners, the administrators of both school districts, the parents of the children in the affected area and the children themselves.

The Petitioners:

⁸ Attachment E footnote 1 of original Petition in this matter

⁹ See Exhibit G

The Petition erroneously states that of those children who are students in the affected area, "over 80% attend Homedale schools at this time."¹⁰ Such an erroneous assumption apparently leads the petitioners to conclude that their request is now ripe for review given the number of signatures supporting the Petition and the alleged numbers attending school in Homedale from the affected area. However, the numbers of students in affected area attending Homedale schools is the same as the number of students attending Wilder schools. I find these arguments unpersuasive and unresponsive to the question of the "best interests" standard. Pure numbers of signatories on the Petition does not equate to change of district boundary being in the best interests of the children in the affected area. Further, the fact that some children in the affected area attend an out of district school, does not mean that a boundary change would be in the best interest of **all children** in the affected area.

Superintendents of both districts were present at the hearing. Mr. Shanley, on behalf of the HSD suggests strong community support in light of the numbers who signed the Petition. Further he believed there would be minimal impact due to the large number of students already attending Homedale schools.¹¹ Mr. Shanley did not address the consequence or the disruption to be faced by the children in affected area who, if the Petition is approved, could be faced with a change of school district. This myopic view would alleviate challenges for those children currently attending Homedale schools and would likely be in the best interest of those children. However, this view does not address the question of whether the change would be in the best interest of all the children in the affected area.

Mr. Dillon, on behalf of WSD believes the disruption created by approval of this Petition would disadvantage the children in the affected area who are attending Wilder schools. It would upset their educational progress, their social networks, and their community connections. He believes the best interest of the children standard should be based on the impact of all the children in the area, not just those who are currently seeking a change of school district boundary.¹²

Parents of Children in affected Area:

Passionate and persuasive testimony was presented by parents representing both sides of this issue. The parents who testified at the hearing were sincere and thoughtful. Those who testified in favor of the Petition were very complimentary of the education their children were receiving in Homedale schools. Several also testified as to the investigation they had done about the schools prior to moving to the affected area. Most indicated that they knew they were moving into the WSD prior to locating to this area. A variety of reasons were stated for a preference to attend Homedale schools. Some preferred their children to attend Homedale schools because the parents (and in some cases, grandparents) were Homedale school alumni. Others preferred Homedale schools because of the variety of educational opportunities they believe exist in Homedale schools that they believe do not exist in Wilder schools.

¹⁰ Original petition page 2

¹¹ See Exhibit A

¹² See Exhibit B

Parents within the affected area with children currently attending the Wilder schools were equally persuasive and committed to keep their children in Wilder schools. Many spoke of the support their children have felt at Wilder and of the disruption in their lives if they were "forced" to change school districts. (Meaning if boundaries change and they are required to be bussed to HSD by the district or be forced to provide private transportation.) Others spoke of the impact of programs and teachers at the Wilder schools who have been instrumental in the educational progress of their children.

I believe there are strong and reasonable reasons both for and against this Petition as expressed by parents on both sides of this issue. The parents in favor of the Petition believe the best interests of the children in the affected area currently attending Homedale schools is for these students to continue attending Homedale schools. The parents opposed to the Petition believe the best interests of the children currently attending Wilder schools would be served by maintaining the status quo so that their children can continue to be bussed to the WSD.

Children in the Affected Areas:

Testimony was received by two children who live in the affected area. Both attend Wilder schools. Both provided powerful testimony of the value of the education they received in the WSD and their desire to stay in the WSD. They expressed strong connections to teachers, friends, and mentors that they would not want to be separated from by going to a different school.

(iii) The adjustment of the children to their home and neighborhood environment.

Any change of boundary will require significant adjustment for any child who must change schools from which he or she currently attends. If no change of boundary occurs, then any child in the affected area currently attending HSD schools not able to continue due to denial of a future open enrollment request, will obviously suffer disruption of social and school relationships. Any child required to change schools due to boundary changes may also suffer adverse educational impacts due to the significantly different educational programs/approaches that exist at the respective school districts. Homedale schools have a more traditional K-12 track. WSD has a "mastery education" program that is more of a self-directed program based upon the progress of each individual child. Crossing over between these two programs may be disruptive and not in the best interest of the children in the affected area.

(iv) The suitability of the schools and the school district which is gaining students in terms of capacity and community support.

All participants who testified relative to the above criteria were positive in terms of the reaction of either school to additional growth. The WSD has capacity to accept more students now. Of the two Districts, it is the HSD that appears to anticipate more rapid growth. Administrators seemed confident that any new growth in the near future would be adequately accommodated. It appears to me that one motivation of the timing of this

Petition is to solidify and guarantee attendance at Homedale schools of those children in the affected area currently attending Homedale schools. Under the open enrollment policy, there exists no guarantee from one year to the next that these out of district children will continue to be accepted in Homedale schools. If in-district growth occurs too rapidly for current facilities to accommodate, then these out of district children may likely be the first to be denied admission to Homedale schools. That risk does not appear to be as immediate in the WSD.

OTHER RELEVANT FACTORS TO BE CONSIDERED

1) Disruption to parents of children in affected area.

Testimony was heard indicating that if the Petition is approved, some parents of children in the affected area would be unable to afford to transport their children to the Wilder schools if they choose to continue attending Wilder schools. This testimony was persuasive that if the boundary changes, and a parent wishes for his/her child to remain in the Wilder schools, they must arrange for such transportation. Many may be unable to afford such arrangement. Being unable to do so would result in the child being "forced" to go to HSD by bus, thereby disrupting the child's social and educational routine.

2) Board representation:

Those in favor of the Petition argue that they have no opportunity to affect school policy where their children attend school because they are not eligible to participate on the Board of Directors in the HSD. If the Petition is approved such representation can be offered through the election process. I find as a conclusion of law that at some future point, this group of out of district children may be at a critical mass that fairness will require opportunity to be represented at the Board level. At such time however, it may be prudent to review the viability of this Petition again.

BASED ON THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW I CONCLUDE:

- 1) Petitioners have failed to show that this Petition, if approved will be in the best interest of all the children in the affected area. Petitioners may believe that the number of signatures on the Petition along with the number of students in affected area already attending HSD schools demonstrates the popularity of their position. However, the legal standard for this Petition does not depend upon a "majority rules" theory. Rather, the standard is what decision is in the best interest of all children in the affected area. The arguments and facts that Petitioner and

Petitioner's supporters use to favor the Petition can be equally used by those in opposition to demonstrate hardships and disruption upon those that oppose the Petition. For example, Petitioners would change boundaries so that their children could be bussed to HSD schools. However, if Petition is approved and these children are bussed, then those in the affected area wishing to stay in the WSD must then provide private transportation. Further, the Petitioners seek clarity for their children in light of the HSD open enrollment policy. Their claim as stated in the Petition is as follows: "... the open enrollment policy is a year by year decision by the Board of Trustees, so there is no assurance that the children in the Petition area who are now attending Homedale schools will be able to continue doing so through their school careers. An interruption of this continuity obviously would affect children's curriculum and participation in extracurricular activities not to mention the support of established peer networks."¹³ Conversely, if the Petition is approved then those children in the affected area wishing to remain in the WSD could well adopt the self-same argument posed by the Petitioner to advocate to maintain the status quo.

- 2) The question for resolution at this time is this: which group of parents/children should bear the burden of A) Private transportation to school, B) Uncertainty of future place of enrollment? My conclusion under the current circumstances is that those living in the affected area wishing to go to the HSD schools should be the ones to bear this burden at this time. Many of these parents knew they were moving into the WSD when they purchased their homes. Some were aware of a possible pending Petition. All were hopeful that their children would always be able to attend the school of their choice. Impending area growth has now made the issue of denial of enrollment a real possibility. If such denial occurs, there will almost certainly be adjustment necessary and some uncomfortable disruption in their children's lives. Parents and petitioners are now seeking a guarantee by way of this Petition that no such denial and subsequent consequences will occur. However, I find that these interests do not rise to the level sufficient at this time to flip the proverbial tables on those within the affected area currently attending WSD schools. The best interest of these children supersedes the immediate need for the change requested by Petitioners.

Based upon the foregoing, I recommend that the Petition be DENIED.

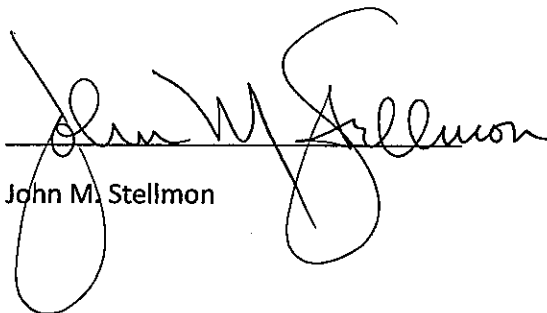
Recommendations and Considerations

- 1) While I do not believe the current Petition meets the legal standard for approval, I do sympathize with the plight of families living in the affected area. This Petition process may not be the best way to manage the challenges that will come with growth in these two communities in close proximity to one another. I believe that the school districts and the community leaders could do much by way of mutual agreement to alleviate some of the uncertainty and anxiety that will likely continue to exist in this community region. For example:
 - A) Perhaps the two districts could agree upon a bussing program to take out of district students to HSD schools from the affected area.
 - B) Could it be possible for the HSD to "grandfather" those students (and siblings) currently attending HSD schools such that they would not be subject to the year to year uncertainty of the open enrollment process? Then, if additional students from the affected area wish to enroll in HSD schools, they would be subject to open enrollment rules but the "grandfathered" students would not. Further, if this grandfathering process were

¹³ See original petition

- implemented, HSD could confidently plan for growth and enrollment projections by including the children it knows will come from this affected area.
- C) The districts could work with community leaders and the public to achieve even greater collaboration between the two communities which may include strengthening and broadening the already existing COSSA program. Further, they may wish to discuss the placement of a middle school or high school in the affected area to feed from both communities. Similar arrangements exist in other communities in Idaho and may serve as effective models.
- 2) Several who testified asked for the "right" to vote on this issue. The general consensus being that a decision of this magnitude should not be decided by the Board, but should instead be voted upon by the affected community. Unfortunately I.C. 33-803 will not allow such a vote if my recommendation is followed. In that event, there will be some in this community who feel their right to local control has been usurped by the Board. However, a vote such as that contemplated by I.C. 33-803 may not meet the needs of the community either. The statute only provides opportunity to vote for those residing in the affected area. In this case, a decision of this magnitude will certainly affect the entire Wilder educational community and the Wilder landowners, not just those in the affected area. Further, voters in an election of this kind may be justly motivated by a variety of reasons other than what is in the best interests of the children in the affected area. Consequently, I do not feel that a vote such as that contemplated in I.C. 33-803 would be the best indicator of a decision that would benefit the children in the affected area nor the best indicator as to what outcome would be of best benefit to the community as a whole.

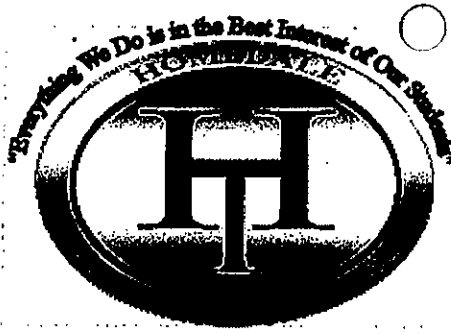
Submitted this 9th day of July, 2019



John M. Stellmon

EXHIBIT A

LETTER OF MR. KURT SHANLEY DATED APRIL 9, 2019



CONSENT
AUGUST 28, 2019
Homedale Jt. School District #370
Owyhee and Canyon Counties
116 East Owyhee Ave. • Homedale, ID 83628-3227
Telephone: 208.337.4611 Fax: 208.337.4911
www.homedaleschools.org

Rob Sauer, Superintendent
Faith Olsen, Business Manager/Board Clerk

Kurt Shanley, Chairman, Board of Trustees
Debbie Denney, Assistant Clerk/Treasurer

April 9, 2019

Idaho State Department of Education
650 West State Street
Boise, Idaho 83702

To Whom It May Concern:

Re: Recommendation Concerning Annexation Petition

Pursuant to Section 33-308(3), Idaho Code, please find enclosed a copy of a petition (the "Petition") Joint School District No. 370, Owyhee and Canyon Counties, State of Idaho (the "District") received seeking to change the boundaries between School District No. 133 ("Wilder") and the District. The District is transmitting this petition and its recommendation related thereto within the ten (10) days after the District's first regular Board of Trustees meeting subsequent to receipt of the Petition, held on April 8, 2019.

The District recommends that the requested petition for boundary modification be approved by the State Board of Education. Such recommendation is based on the following:

1. The enclosed petition meets the procedural requirements of Section 33-803(1) and (2)(a)-(f).
2. The safety and distance of the children from the applicable schools is not materially different whether the children attend the District or Wilder because the distance from either district is such that the children are in need of bussing or being driven to school. However, many of the children in the proposed area already attend the District's schools and because they are out of the boundaries, they cannot be bused to and from school. Amending the boundary would allow for the children to be safely transported to and from school without parents having to make alternative arrangements.
3. There is strong community support for the annexation and excision. The District believes that over 50% of the residents supported the petition. Idaho Code only requires 25% to procedurally qualify a petition. Furthermore, the District believes the annexation would have minimal impact, especially given a majority of the children are currently enrolled in District schools.

Idaho State Department of Education
Page 2

4. Many of the children already attending District schools do so through the District's open enrollment policy. However, the open enrollment policy is a year by year decision by the Board of Trustees, so there is no assurance that children will be able to continue doing so through their school careers. An interruption of this continuity obviously would affect children's curriculum and participation in extra curricular activities, not to mention the support of established peer networks. Annexing these children into the District's boundaries would eliminate the potential for interruption.
5. The District has already planned for additional elementary facilities that will accommodate the potential for greater growth in coming years due in part to the Annexation. Through the use of existing plant facility funds the District is adding 4 classrooms to the Elementary School to be placed in service by Fall 2021. Funding for the new classrooms will not require adjustments to the current levy rate or any increased tax burden to the District's patrons, including those in the annexation area. The District has demonstrated that it is equipped to continue educating the children in the Petition Area because the vast majority of students are currently enrolled in Homedale Schools.

For the above reasons, the District agrees that the excision and annexation proposed by the Petition is in the best interest of the children and therefore recommends the boundary modification as proposed.

Sincerely,



Kurt Shanley, Board Chair
Homedale School District No. 370

EXHIBIT B

LETTER OF SUPERINTENDENT JEFF DILLON

Wilder School District 133

419 Huff Road

Wilder, ID 83676

Ph: 208-337-7400 Fax: 208-337-7399

Our Vision

Students will graduate confident and prepared for post-secondary pursuits and responsible citizenship.

Our Mission

We are a District that expects student and adult success and we provide the motivation and tools to accomplish this.

Our Goals

Our students are college and career ready for their post-secondary choice.

Students will exit each grade level prepared for the next.

Each school has systems in place for instructional support for students.

Students' learning excels through rigor, relevance and relationships.

Students demonstrate trust for their teachers as an essential foundation for their learning success.

Our schools are child-centered communities that promote healthy behaviors and responsible citizenship.

Schools, parents and the community work together to enrich educational experiences for our children.

April 30, 2019

To: Idaho State Board of Education

Re: Exclusion from the Wilder School District

This letter is to inform the Idaho State Board of Education of the issues that need to be considered regarding the petition of exclusion from the Wilder School District (WSD). The Wilder School Board adamantly rejects the current petition before the board based upon the following concerns. The decision must be made for all of the children in the proposed area, not just those on the petition.

The issues related to at-risk, disadvantaged, and being capable of serving all children equitably must be considered. First, will Wilder students with disadvantages such as poverty, special needs, and/or advanced academic needs be left with fewer services?

First, there is an obvious disparity gap between those who would like to annex into the Homedale School District (HSD). The area of home construction growth that is the greatest in the Wilder School District (WSD) is in this area in question. The homes being built in this area are middle and upper income homes and do not typically represent the majority of homes within the WSD. It has been documented that families buying or building homes in this area have been told by relators to send their children to the HSD. Additionally, relators have listed the home school district, in this particular area, as Homedale School District, which is an egregious and ethical violation to the relator profession. This constant push to persuade the middle and upper income families is an attempt to undermine the efforts of the WSD and the students who attend the district in growth and diversity. In essence this is a segregation effort by the majority non-poverty, from the minority and lower socioeconomic.

Second, records indicate that there are only 20 students living in the proposed WSD zone who attend the HSD. There are 19 students in the same area who attend the WSD. In addition, of the students who attend the WSD, the majority takes the bus daily as their only transportation to the WSD. What is best for students? The question is, which students? It would not be best for the 19 students who would be forced to attend a different district or pay for transporting their child(ren) to the WSD.

Third, bussing for petitioner's students
Idaho Code 33-1501. ...A board of trustees may require pupils who live less than one and one-half (1 1/2) miles from the nearest established bus stop to walk or provide their own transportation to such bus stop...
Based upon the location of these students within the petitioner's area most, if not all, are within the 1 1/2 miles from the nearest HSD bus stop.

Fourth, as the petitioners stated in their proposed request that one of the reasons was directly linked to safe bussing from their homes to the HSD. If this group or the HSD were truly interested in safe bussing, the district could have reached out to the WSD and requested an agreement per Idaho Code 33-1501. To afford more equal opportunity for public school attendance, the board of trustees of each district, including specially chartered school districts, shall, where practicable, provide transportation for the public school pupils within the district, and pupils resident within adjoining districts annually agreed to in writing by the districts involved, under conditions and limitations herein set forth. Nonpublic school students may be transported, where practicable, when the full costs for providing such transportation are recovered...
This request has never happened.

Fifth, another issue addressed in the petition by the petitioners was a concern regarding a potential denial of their out of district request to enroll their children. We believe that if this were factual, the Homedale School District could have offered the petitioners a change of policy to include the student in the proposed area protection of enrollment as an out of district student. It would be a relatively simple motion from the school board to protect these students and their ability to enroll regardless if they had full classrooms or programs, which would happen regardless if the petition is approved or not.

Wilder School District 133
419 Huff Road
Wilder, ID 83676
Ph: 208-337-7400 Fax: 208-337-7399

Sixth, this petition puts a financial impact on low socio-economic status student in the request area if they still desired to attend Wilder School District if the petition is upheld. Once again the families of means would move the financial burden to families of less means.

Seventh, If the petition is upheld it will force taxation without representation burden on the remaining patrons of the Wilder School District with an approximately 20% increase. The petition area taxable property value is near 50 million dollars of the 210 million dollars current value of the Wilder School District. In addition, if there were a reduction of 20 million dollars of property value for the district, it would reduce the Wilder School Districts COSSA 1/10 of 1% Levy 20% and reduce our ability to pay for the Special Education and Career Technical Educational programs the District has participated in for over 40 years.

Eighth, the WSD has been inquiring as to what narrative was given to the homeowners in the proposed area, who do not have children, to persuade them to sign the petition. It has been stated that the number one reason they should sign the petition was for lower school district taxes. I implore the State Board of Education to investigate this claim. According to Canyon County the HSD has a total taxation of .003773289 and the WSD has a total of taxation .002397444 for 2019.

In addition, if the HSD has full facilities, how will they be able to accommodate the increased student population without adding additional buildings or building a new elementary or high school. The WSD has ample room to accommodate growth for approximately 250 more students, without needing to add onto our elementary or mid/high school. What is best for students? If you were to compare facilities, the WSD has newer elementary and mid/high school facilities. The newer facilities provide the ability to create safer learning environments.

Ninth, regarding extra-curricular activities, the Wilder School District offer equitable activities as the Homedale School District.

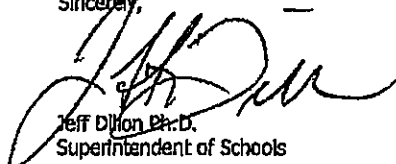
Tenth, we both participate in the Canyon Owyhee Student Service Agency (COSSA) consortium and students have access to the same programs and each district has additional Career Technical Education programs for students to have access.

Point of importance, in the mid-to-late 90's there was an effort on behalf of the WSD to combine the two districts into one and place a new high school between the two districts in the very location of the proposed land requesting to annex into the HSD. The HSD opposed the opportunity. It looks like there is an effort to hand pick the students and property value that best fits their desired demographics. An example of this comes from two separate reports, from the specific athletes, where an administrator/coach in the HSD has attempted to solicit/recruit these athletes from WSD. More recently, a student who was not an athlete was refused enrollment at the Homedale High School, and the reason reported to me by the parent, was they do not take Wilder students. There should be a records request of enrollment denials to determine if the standard for enrollment is based upon extra-curricular ability.

Finally, what's best for students? The Wilder School District offers a mastery-based learning environment and allows students to gain credits based upon having an 80% or greater grade on assignments, quizzes and summative assessments instead of the traditional seat time. The bar has been raised for all students to demonstrate competency of Idaho Content Standards and scores less than 80% are not accepted. This has produced a senior class with a 3.1 GPA and an average of 16 college credits have been earned. The district has been awarded as one of the top 25 most innovative districts in the nation with national recognition of excellence in this learning methodology.

The WSD has high quality technology for student to gain access to content and curriculum 24/7. Students are given the skills to utilize the technology that allows them the ability to demonstrate knowledge in many ways. All students are provided a pathway to support their preferred learning style.

Sincerely,



Jeff Dixon Ph.D.
Superintendent of Schools

EXHIBIT C

AFFIDAVIT OF PUBLICATION

369400 1912364

1 IDAHO STATE DEPARTMENT OF EDUCATION

650 W. STATE ST.
BOISE ID 83702

AFFIDAVIT OF PUBLICATION
STATE OF IDAHO

County of Canyon and Ada

SS.

Sharon Jessen
of the State of Idaho, being of first
duly sworn, deposes and says:

1. That I am a citizen of the United States, and at all times hereinafter mentioned was over the age of eighteen years, and not a party to the above entitled action.
2. That I am the Principle Clerk of the Idaho Press-Tribune, a daily newspaper published in the Counties of Canyon and Ada, State of Idaho; that the said newspaper is in general circulation in the said Counties of Canyon and Ada, and in the vicinity of Nampa, Caldwell, and Boise, and has been uninterruptedly published in said Counties during a period of seventy-eight consecutive weeks prior to the first publication of this notice, a copy of which is hereto attached.
3. That the notice, of which the annexed is a printed copy, was published in said newspaper 1 time(s) in the regular and entire issue of said paper, and was printed in the newspaper proper, and not in a supplement.

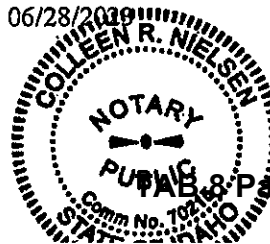
That said notice was published the following:
06/18/2019

Sharon Jessen
Sharon Jessen
STATE OF IDAHO
County of Canyon and Ada)

On this 18th day of June in the year of 2019 before me a Notary Public, personally appeared. Sharon Jessen, known or identified to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledge to me that he/she executed the same.

Colleen R. Nielsen
Notary Public for Idaho

My Commission expires 06/28/2019



LEGAL NOTICE

BEFORE THE IDAHO STATE BOARD OF EDUCATION

In Re: Petition to Excise Property from the Wilder School District and Annex it to the Homedale School District

Gavin Parker, et al., Petitioners.

A Petition filed with the Idaho State Department of Education pursuant to Section 33-308, Idaho Code, seeking to excise property from Wilder School District #133 and annex the same to Homedale School District #370. The property is located within Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho, as follows:

BEGINNING at the east 1/4 corner of Sec. 34, Township 4 North, Range 5 West, BM;
Thence west 1 mile to the 1/4 corner common to Sec. 33 & Sec. 34, Township 4 North, Range 5 West, BM;
Thence north 1/4 mile to the north 1/16 corner common to Sec. 33 & Sec. 34, Township 4 North, Range 5 West, BM;
Thence west 1 mile to the north 1/16 corner common to Sec. 32 & Sec. 33, Township 4 North, Range 5 West, BM;
Thence west to the middle of the channel of the Snake River, said point also being on the Canyon-Owyhee County line;
Thence downstream along the middle of the channel of the Snake River and said county line to a point where the north boundary line of Sec. 29, Township 4 North, Range 5 West, BM, intersects the middle of the channel of the Snake River, said point also being on the Canyon-Owyhee County line;
Thence east to the north 1/4 corner of said Sec. 29, Township 4 North, Range 5 West, BM;
Thence east 2 & 1/2 miles to the NE corner of Sec. 27, Township 4 North, Range 5 West, BM;
Thence south 1 & 1/2 miles to the east 1/4 corner of Sec. 34, Township 4 North, Range 5 West, BM, to the POINT OF BEGINNING.

Notice is hereby given that a public hearing regarding the petition will be conducted on Thursday, June 20, 2019, beginning at 6:00 p.m., at the Wilder High School gymnasium, 419 Huff Road, Wilder. Attorney John Stellmon, of Eagle, ID, has been appointed by the Superintendent of Public Instruction to act as hearing officer in this matter, and to make written findings of fact, conclusions of law, and a recommendation to the State Board of Education for its consideration following the hearing. The hearing will be conducted according to the provisions of Title 67 Chapter 52, Idaho Code, and IDAPA 04.11.01, under authority of IDAPA 08.02.01.050. The purpose of this hearing is to receive evidence from the interested parties and comments from the public, both oral and written, regarding the petition.

Dated this 12th day of June, 2019.

John Stellmon, Hearing Officer

June 18, 2019

1912364

EXHIBIT D

FOUR EMAILS DELIVERED TO ISDE SUBSEQUENT TO HEARING

Helen Henderson

From: Joe Zamora <zamorajoe35@icloud.com>
Sent: Friday, June 21, 2019 9:37 AM
To: Helen Henderson
Subject: Fwd: Changing wilder school districts boundaries

Follow Up Flag: Follow up
Flag Status: Flagged

This message was sent from outside the organization. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Sent from my iPhone

Begin forwarded message:

From: Joe Zamora <zamorajoe35@icloud.com>
Date: June 21, 2019 at 9:35:08 AM MDT
To: hprice@sds.idaho.gov
Subject: Changing wilder school districts boundaries

Hello my name is Joe Zamora ,I grew up in the Homedale ,Wilder area .my first nine years of education were in the Homedale school district and then I transferred to Wilder high school .all these people that have come before you with the petitioner are homedale royalty and I really respect them .great families, great people, I believe this is a want not a necessity.this is a cape cod, Massachusetts, dilemma, with the Kennedy's. This meeting should've never happened. It got put on the agenda , because of who the petitioner knows and lives by. So in closing, stay with everything as is and the royals can stay in their enclave.

Sent from my iPhone

Helen Henderson

From: Adam Rosa <adamrosa82@gmail.com>
Sent: Friday, June 21, 2019 9:07 PM
To: Helen Henderson
Subject: Homedale Annexation

Follow Up Flag: Follow up
Flag Status: Flagged

This message was sent from outside the organization. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Hello Mrs. Price,

I am Adam Rosa at 27661 Petolla Rd. I attended the annexation meeting last night and did not testify, but would to give a small statement. I agree with much of what was said in favor of Homedale's school boundary lines being changed. My wife and I looked for a place for over a year in Homedale until we came across our Wilder home. The listing was mistakenly labeled as being in the Homedale school district. After purchasing our home we found out it was not and my wife did her own research on which school would best suit our children. We found that the Wilder school district was on a disciplinary plan by the state and the school rating along with various other static's were concerning compared to the educational opportunity our children would have in Homedale. We decided Homedale would be most suitable for our children and provide them with the best education possible. Therefore, we would strongly like for the state to favor moving the school boundaries and choose to have this decision go to Vote for the people to decide.

Thank you for your time,
Adam Rosa

Helen Henderson

From: Patti Zatica <txzatica@safelink.net>
Sent: Friday, June 21, 2019 12:55 PM
To: Helen Henderson
Subject: Annexation Issue for Homedale & Wilder School Districts

Follow Up Flag: Follow up
Flag Status: Flagged

This message was sent from outside the organization. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Dear Ms. Price –

My name is Patti Zatica and I reside at 27585 Petolla Road, Wilder, ID 83676. I did attend the Public Hearing at the Wilder gymnasium last evening and presented testimony at that time. I do not believe I used the entire 5 minute time period that was allotted to each individual and as a result would like to take this opportunity to do an "addendum" to the points I made previously.

- I do not believe this issue is a situation of affluent vs. economically challenged families as several folks alluded to last evening. It is simply a case of multiple parents wanting to pursue what is best for the education of their children. Many of the opponents addressed the income levels of several of those present last night, which quite honestly, I found to be offensive. During my 23-years of employment in the Homedale School District, there were many children from Hispanic families residing in the Wilder School District who elected to send their children to Homedale, several of whom I believe are related to the current Mayor of Wilder.
- Residents of the Wilder School District (as well as Dr. Tom Farley who neither resides nor has any students in either district) continue to hang their hats on Wilder being the "home" to former Governor Phil Batt. I would like to point out to those reviewing these comments that Phil and Jacque Batt spent much of their married life residing in their family home on Allendale Road located in the Homedale School District. I know this to be true, because their daughter Becky was a very good childhood friend of mine and I spent many a summer day at their home for playtime, birthday parties, overnight stays, etc. I also spent considerable time with Becky at the home of Phil's parents (John & Elizabeth Batt I believe), also located in the Homedale School District, on the banks of the Snake River and just up to the corner of my childhood home. Phil & Jacque's children attended school in Homedale, and I believe it was upon entering junior high, they elected to send their children to Caldwell. I would like to add that even though one of Phil & Jacque's children (daughter Leslie and Tom Corbet) resided in the Wilder District, they too chose to send their two children to Homedale.
- Several other prominent families residing in the Wilder District also chose to send their children to other school districts as well, including the Garman, Gooding, and Gross families. So I do not believe the current situation of parents opting to send children to a neighboring district is anything new. It is simply a case where the current group of parents have elected to pursue the possible annexation of the impacted area into the Homedale School District.
- One Wilder District patron and former board member alluded last evening to the fact that a prime reason for wanting to change the boundaries was due to athletics. He stated statistics on the extremely limited number of athletes from Idaho who went on to play professionally, but that reference is simply trying to carry water in a leaky bucket. What is more applicable is the fact that on a yearly basis, multiple athletes graduating from Homedale High School receive full and/or partial scholarships to continue their athletic careers in college, thus providing a boost of financial assistance for them to continue their education. This is extremely important and beneficial, especially at a time when the daily news references the national crisis of student loan debt and how it continues to impact college students economically long after their college graduation.

**CONSENT
AUGUST 28, 2019**

ATTACHMENT 11

I could continue on and on with more scenarios, but suffice it to say that I vehemently encourage the State Department of Education to move forward and put this matter up for election. The petitioners have followed the requirements spelled out for this process to occur and should not be denied the opportunity to have it be decided by parents once and for all by official ballot, and not by a decision made solely by the State Department of Education.

Please acknowledge receipt of this email by a simple reply.

Thank you for your time.

Respectfully,
Patti Zatica
27585 Petolla Road
Wilder, ID 83676

Helen Henderson

From: Susan Lincoln <thelincolns89@gmail.com>
Sent: Friday, June 21, 2019 10:46 AM
To: Helen Henderson
Subject: Homedale - Wilder Excise Annexation Hearing

Follow Up Flag: Follow up
Flag Status: Flagged

This message was sent from outside the organization. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Good morning Helen,

I wanted to share some of my thoughts after hearing testimony last night.

Several times I heard the comment, "Let those of us in the affected area vote on this. Give us a voice." Although I am not in the "affected" area, I am very much affected by this. If it is to go to a vote, that vote should be given to ALL patrons in the districts.

If only the patrons in the affected zone are allowed to vote on this, they will be making a very expensive decision for all of us in the Wilder School District. This is Taxation without Representation. And that is not okay.

Thanks,
Susan Lincoln

EXHIBIT E

HEARING SIGN-IN DOCUMENTS

Public Hearing - Annexation Petition Sign in Sheet

Date: June 20, 2019, 6 - 8 p.m.

Location: Wilder High School

Full Name	Address	Patron of: (circle one)	Testify? (circle one)	
JOHN E. BECHTOLD	125 MITCHELL DR., WILDER	Homedale SD	<input checked="" type="radio"/> Wilder SD	<input checked="" type="radio"/> Y <input type="radio"/> N
Jeff Gilliam	25233 Hwy 19 Wilder	Homedale SD	<input checked="" type="radio"/> Wilder SD	<input checked="" type="radio"/> Y <input type="radio"/> N
Rebora A. Foss (Russett)	602 Golden Gate Ave PO Box 26 Wilder	Homedale SD	<input checked="" type="radio"/> Wilder SD	<input checked="" type="radio"/> Y <input type="radio"/> N
Debra Sparitz	26872 L. Pleasant Rd Rd	Homedale SD	<input checked="" type="radio"/> Wilder SD	<input checked="" type="radio"/> Y <input type="radio"/> N
Debra Foss	22790 Bodok Ln. Parma	Homedale SD	<input checked="" type="radio"/> Wilder SD	<input checked="" type="radio"/> Y <input type="radio"/> N
SALLY SAREDA	112 A AVE WILDER	Homedale SD	<input checked="" type="radio"/> Wilder SD	<input checked="" type="radio"/> Y <input type="radio"/> N
Richard Zaretska	27789 Laurel Rd	Homedale SD	<input checked="" type="radio"/> Wilder SD	<input checked="" type="radio"/> Y <input type="radio"/> N
Joe F Zaretska	27789 Laurel Rd	Homedale SD	<input checked="" type="radio"/> Wilder SD	<input checked="" type="radio"/> Y <input type="radio"/> N
Gavin Parker	18895 Fish Rd Wilder	Homedale SD	<input checked="" type="radio"/> Wilder SD	<input checked="" type="radio"/> Y <input type="radio"/> N
Tess McCoy	27607 Petolla Rd. Wilder	Homedale SD	<input checked="" type="radio"/> Wilder SD	<input checked="" type="radio"/> Y <input type="radio"/> N
Lucas L. Whitely	27598 Petolla Rd. Wilder	Homedale SD	<input checked="" type="radio"/> Wilder SD	<input checked="" type="radio"/> Y <input type="radio"/> N
Debra Foss	19933 Hunkan Wilder	Homedale SD	<input checked="" type="radio"/> Wilder SD	<input checked="" type="radio"/> Y <input type="radio"/> N
Debra Foss	112 A. Ave Wilder	Homedale SD	<input checked="" type="radio"/> Wilder SD	<input checked="" type="radio"/> Y <input type="radio"/> N
Bronna Bond	20991 Fish Rd Wilder Id	Homedale SD	<input checked="" type="radio"/> Wilder SD	<input checked="" type="radio"/> Y <input type="radio"/> N
Veronica Thomas	27655 Petolla Rd. Wilder, ID	Homedale SD	<input checked="" type="radio"/> Wilder SD	<input checked="" type="radio"/> Y <input type="radio"/> N
Matthew Holby	28663 Wheat Ridge Rd Wilder, ID	Homedale SD	<input checked="" type="radio"/> Wilder SD	<input checked="" type="radio"/> Y <input type="radio"/> N

CONSENT - SDE

TAB 8 of 26

Public Hearing - Annexation Petition
Sign in Sheet

Date: June 20, 2019, 6 - 8 p.m.

Location: Wilder High School

Full Name	Address	Patron of: (circle one)	Testify? (circle one)	Consent? (circle one)
Josiah Lincoln	22790 Fobes Ln, Parma 83676	Homedale SD	Wilder SD	Y
John C. Feltus	11787 W. Blake Dr 83669	Homedale SD	Wilder SD	Y
Alanna Zander	27789 Lower Pleasant Ridge Rd	Homedale SD	Wilder SD	Y
Quinn Brown	27789 Lower Pleasant Ridge Rd	Homedale SD	Wilder SD	Y
Christine Ketterling	19023 Hwy 95 Wilder, 83676	Homedale SD	Wilder SD	Y
Nick Ketterling	19023 Hwy 95 Wilder 83676	Homedale SD	Wilder SD	Y
John Carlisle	16373 Levers Way Caldwell 83607	Homedale SD	Wilder SD	Y
Lyndy Under	18895 Fisk Dr Wilder 83676	Homedale SD	Wilder SD	Y
Cassandra Rosa	27669 Petolla Rd Wilder 83676	Homedale SD	Wilder SD	Y
Adam Rosa	27669 Petolla Rd Wilder 83676	Homedale SD	Wilder SD	Y
Patricia Zatica	27585 Petolla Rd Wilder 83676	Homedale SD	Wilder SD	Y
Steven M. Hellywood	19277 Hwy 95, Wilder	Homedale SD	Wilder SD	Y
Stacy Francis	19277 Hwy 95 Wilder	Homedale SD	Wilder SD	Y
Kenny Thomas	227655 Petolla Rd Wilder 83676	Homedale SD	Wilder SD	Y
Antonio Mangra	28148 S 1100 Way Wilder 83676	Homedale SD	Wilder SD	Y

Please print clearly.

Location: Wilder High School

Figure 28

CONSENT - SDE

Public Hearing - Annexation Petition

Sign in Sheet

Date: June 20, 2019, 6 - 8 p.m.

Location: Wilder High School

Full Name	Address	Patron of: (circle one)	Testify? (circle one)
Bateman Couger	20951 Fish Rd W	Homedale SD <u>Wilder SD</u>	Y N
Dana Delice	27915 Upper Pleasant Ridge Rd	<u>Homedale SD</u> Wilder SD	<u>Y</u> N
Sarah Hower	8113 Colorado Ave Calhoun	Homedale SD Wilder SD	Y N
Meresa Dines	19830 Lant Creek Ct.	Homedale SD <u>Wilder SD</u>	N Y
Jeff Dines	19830 Lant Creek Ct	Homedale SD <u>Wilder SD</u>	Y N
		Homedale SD Wilder SD	Y N
		Homedale SD Wilder SD	Y N
		Homedale SD Wilder SD	Y N
		Homedale SD Wilder SD	Y N
		Homedale SD Wilder SD	Y N
		Homedale SD Wilder SD	Y N
		Homedale SD Wilder SD	Y N
		Homedale SD Wilder SD	Y N
		Homedale SD Wilder SD	Y N
		Homedale SD Wilder SD	Y N

Please print clearly.

CONSENT - SDE

Please print clearly.

EXHIBIT F

EMAIL OF SUPERINTENDENT SAUER DATED JUNE 24, 2019

Everything We Do is in the Best
Interest of Our Students

Homedale Jt. School District #370

Owyhee and Canyon Counties

116 East Owyhee Ave. • Homedale, ID 83628-3227

Telephone: 208.337.4611 Fax: 208.337.4911

www.homedaleschools.org

Rob Sauer, Superintendent

Kurt Shanley, Chairman, Board of Trustees

Faith Olsen, Business Manager/Board Clerk

Debbie Denney, Assistant Clerk/Treasurer

June 24, 2019

Helen Henderson
Program Specialist, Office of the Superintendent
Idaho State Department of Education

Dear Mrs. Henderson,

This communication is to clarify the student numbers for those that attend the Homedale School District and reside in the proposed excised area. We have 32 students that are currently enrolled from the proposed area and 10 additional students from the proposed area that have completed out of district applications on file.

The number of students and address of said enrolled students are as follows:

1 19023 Hwy 95	Wilder Idaho 83676
2 27607 Petolla Road	Wilder Idaho 83676
2 27663 Wheat Ridge Road	Wilder Idaho 83676
4 18895 Fish Road	Wilder Idaho 83676
2 27655 Petolla Road	Wilder Idaho 83676
2 19896 Wilson Lane	Wilder Idaho 83676
2 18874 Fish Road	Wilder Idaho 83676
2 27915 Upper Pleasant Ridge Road	Wilder Idaho 83676
3 27547 Petolla Road	Wilder Idaho 83676
2 27661 Petolla Road	Wilder Idaho 83676
1 18863 Batt Corner Road	Wilder Idaho 83676

CONSENT
AUGUST 28, 2019

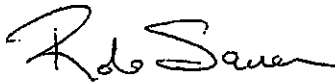
ATTACHMENT 11

1 19972 Wilson Wilder Idaho 83676
Lane
1 19076 Batt Corner Wilder Idaho 83676
Rd

2 28148 Silo Way Wilder Idaho 83676
1 19277 Hwy 95 Wilder Idaho 83676
1 18874 Fish Road Wilder Idaho 83676
3 19830 Laht Creek Wilder Idaho 83676
Way

Please let me know if we need to provide additional information.

Respectfully,

A handwritten signature in black ink, appearing to read "Rob Sauer". The signature is fluid and cursive, with the first name "Rob" and last name "Sauer" clearly distinguishable.

Rob Sauer

EXHIBIT G

EMAIL FROM SUPERINTENDENT ROB SAUER OF JUNE 25, 2019 RE: BONDED DEBT

From: Rob Sauer rsauer@homedaleschools.org

To: john stellmon johnstellmon@msn.com, hhenderson@sde.idaho.gov

Date: Tuesday, June 25, 12:21 PM

Hello,

Below is our response to bonded debt question in regards to the petition. Please let me know if you have any follow up questions.

Thank you,

Rob

The Homedale School District market value is listed as \$305,135,936 while the Wilder School District market value is listed as \$248,079,571. If the excision takes place the Homedale School District would gain market value and the debt capacity would automatically increase. The Homedale School District does not have bonded indebtedness. While the Wilder School District does have a bonded indebtedness of 0.002397444, to the best of our knowledge, the excision would not leave the Wilder School District with a bonded debt in excess of the limit prescribed by law.

--

Rob Sauer

Superintendent

Homedale School District

EXHIBIT H

**WRITTEN TESTIMONY OF 5 INDIVIDUALS SUBMITTED TO SUPPORT THEIR ORAL
TESTIMONY**

E

Good evening, for the record my name is Jeff Dillon, I am the Wilder School District Superintendent and Principal of Wilder Middle/High School. It is very disappointing that Mr. Parker and organizers of the petition have failed to do their homework on the correct data regarding the area identified in the annexation proposal. More specifically the incorrect data the group has published in the proposal and in the media, was that there are more students in the petitioned area that attend the Homedale School District than the Wilder School District. According to our updated data, there are 32 students in the area who attend the Wilder School District, with a majority of these students riding the Wilder School District bus to school daily and only 18 students who attend the Homedale School District. The Wilder School District has not received one records request by Mr. Parker or this group to get actual data for the proposal. In addition, it has also been reported to me by an individual living in the proposed area, that potential signers of the petition, were told they would have lower school district taxes if they were part of the Homedale School District than the Wilder School District. Once again, this is false information given to these individuals to encourage them to sign the petition. According to the State Department of Education website, the Wilder School District has the lowest school district tax rates in this part of the Treasure Valley.

This utilization of false data for their personal benefit is a mockery to the annexation process and demonstrates a lack of appreciation this group puts on the protections identified in Idaho Code 33-308.

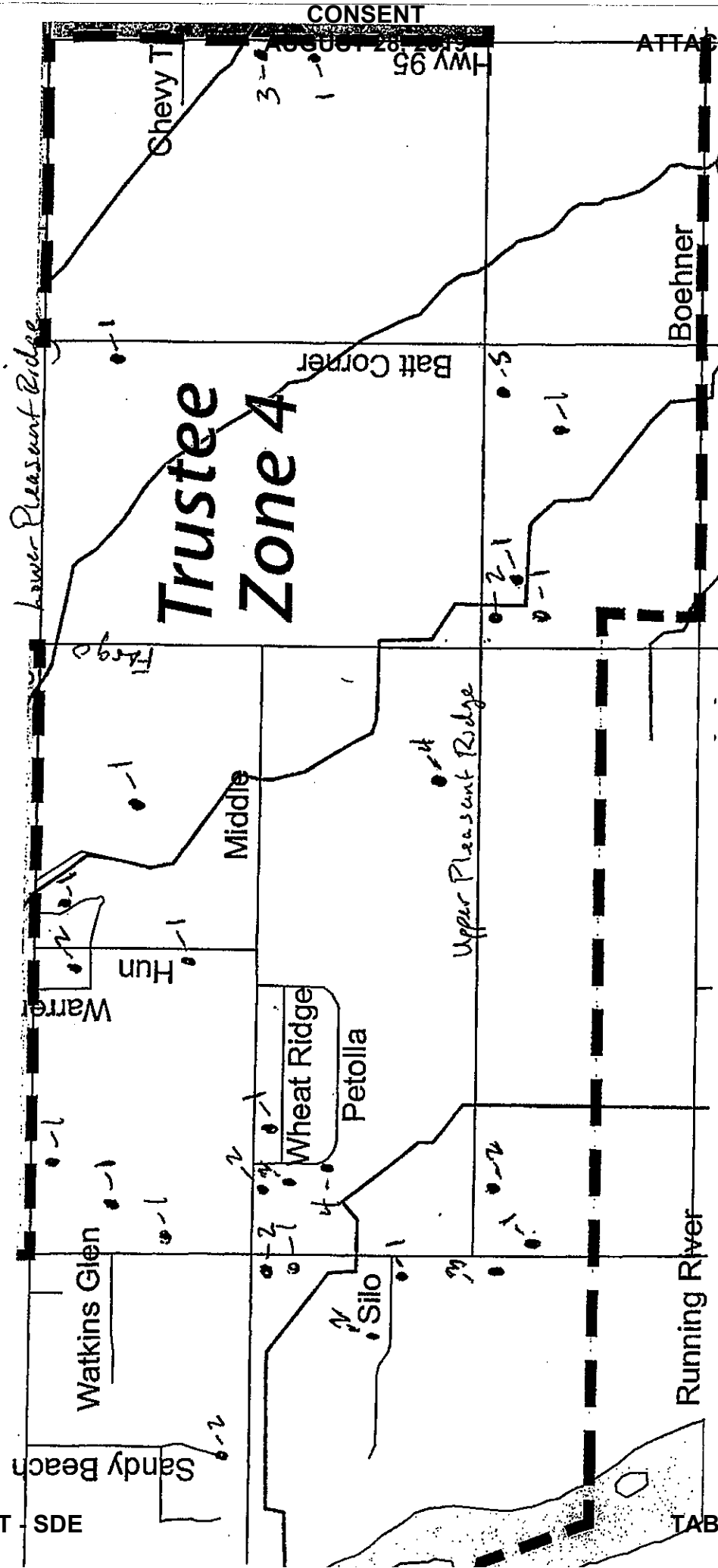
In closing, I would like to point out a few of the reasons that this petition should be denied for the best interest of the majority of students living in the proposed area who attend the Wilder School District.

- The 2019 Graduating class attained an average of 16 college credits and an average GPA of 3.0
- Wilder Middle/High School is one of the top utilizers of the Advanced Opportunities in the state.
- The Wilder School District is recognized as one of the Top 25 Most Innovative Districts in America.
- Is a personalized mastery-based district K-12.
- Has a lower teacher to student ratio.
- Infused technology K-12 in all subjects and all content with Wi-Fi access for all students when they need to work from home.

If passed by the State Board of Education and 50% +1 on the ballot.

- Force additional cost to re-zone the district because the proposed area encompasses approximately 90% of a current trustees zone.
- Make a small district smaller and remove a significant portion of the district that has seen the greatest population growth outside the city limits for more than 15 years.
- Forces a majority of students residing in this area to change districts because they do not have the means to provide their own school transportation to the Wilder School District.

E



18 - Homedale School District
32 - Wilder School District

A

Robert Fogg
627 Golden Gate Ave, PO Box 26, Wilder, ID 83676
(208) 697-1162



6/20/2019

To whom it may concern,

Speaking as a Wilder School alumnus, current parent of Wilder School district students and Wilder School Board Trustee. I have the following concern with the consideration of annexation of part of the Wilder School district to the Homedale School district.

The way the annexation proposal came about is concerning.

The Homedale School district wanted certain students bused to Homedale that live in Wilder School district. According to policy, they were to come to the Wilder School district school board and ask permission to bus the students into their district. Instead, the creation of a petition and proposal for the annexation from the Wilder School District into the Homedale School district took place.

I have several friends and even family members in the Homedale community that I have spoken to in regards to this proposal and the lack of transparency to all patrons of the Homedale School district.

When asked to sign the petition in favor of the annexation, several patrons in the Homedale community voiced concerns regarding the petition and advised their own community members that it was wrong and they did not want any part in the process. These community members thought the proposal had been dismissed, as they were never approached again.

Yet certain people continue to push their own agenda and work around all parties involved.

County lines, city limit lines and fire district lines are not redrawn for the benefit of just one person or family and the same should go with school district lines.

A.

If this was really in the best interest of the youth, as they have stated, then appropriate protocols were already in place and needed followed.

Patrons that have been long standing members of each community need a voice in the matter of the annexation request, instead of just the select few that would pose the most benefit.

I cannot even put into words how this can affect families within the proposed area, children of the Wilder community and the Wilder School district. Being in a rural setting, we need to be transparent and teach our children the importance of open and honest communication.

Please consider the bigger picture and do what is best for the youth and communities of both Wilder and Homedale.

Sincerely,

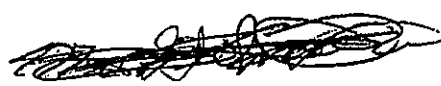


Robert Fogg
Trustee, Zone 2

Wilder School District 133

B

Introduction



6-20-19
22790 Bodeo Ln
Parma, ID 83660

I am David Lincoln. I am a Wilder School District Patron. I am a past Board Trustee. As my profession, I recently retired as the Wilder Housing Authority Administrator. I am part of a family that has had 3 generations graduate from Wilder and likely there will be four. My wife Susan serves as the Human Resource Director and Board Clerk for the Wilder District.

I have always been involved in the community and school and have always tried to make it my business to be aware of the current situations. I feel like I know the pulse of the District and our Community.

I have a great deal of respect for educational choice in Idaho and spoke often of that in my Legislative Primary Campaign last year. Our parents have more choices for their children's education than ever. I will even go as far as to say if it comes to Homedale annexing a section of our District, so be it, but everything has to be correctly placed on the table.

I can assure you the Legislative Education Committees and the Idaho Dept of Education will be watching these results for their quest toward school consolidations. For our Districts, it may be time. With Homedale and Marsing reaching into Canyon County, there are 10 School Districts compared to 3 in Ada County. Is that the better model, or do we attempt to keep our communities identities, with stronger local control. It may be time to pursue a complete Homedale and Wilder consolidation

My main concern through the current situation is with Wilder's Bond indebtedness on 2 schools and our portion of the COSSA consortium Bond. That is the bulk of our School Levy. That indebtedness will remain and have to be absorbed by, and will put an unwarranted hardship on our Businessmen, Farmers and Residents in the Wilder

District. That is additional taxation without representation as for some reason, per Idaho Code, the remainder of the District is not allowed to vote on the issue. I'm not sure that is even Constitutional and should that be an Idaho Judicial Review.

The forecast is that Wilder School District property tax contributions will increase by up to 20 percent with this initiative. Needs for future exponential growth, that we know is imminent, will likely be curtailed. Of course the ones that will suffer will be our students

For those reasons, I oppose the pursuing the excising of a portion of the Wilder District to the Homedale District.

I will stand for any questions.

Mr. Carlisle's Statement

6/20/19

There is a divide between groups of community members over annexing a portion of the Wilder School District boundaries and adding it to the Homedale School District. However, what is best for students? I have concerns if overcrowding is a potential issue that would negatively impact these students. Having more students going to a school with a high student to teacher ratio seems counterintuitive to providing the best help to students.

Overcrowding

Homedale School District currently serves a larger number of students than Wilder School District. Adding to a school district that is filling its capacity can harm students ability to be mentored as the ratio for the number of students in the school increases. Homedale School District has grown already without annexing other boundaries. There is already growth happening within their boundaries that they will need to provide educational services for. In a larger school, 32 students would become lost in a system not prepared to meet their needs. Having received personalized instruction, these 32 students would lose out on personalizing their learning experiences that have been provided by the Wilder School District. Changing boundaries would add a burden to these students who by choice desire to attend Wilder School District. These students would be forced to learn at the pace of the curriculum and not by the students pace of learning or the ability to progress through the demonstration of mastery.

Students need the personalized approach and mentoring received from Wilder School District, where they have made friends and enjoyed opportunities recognized nation-wide. They are a part of leading the Wilder School District through their voice and choice which has lead to innovative instruction and creates a more equitable distribution of students throughout the area. These students have their choice and we should listen to what their needs are. From my perspective I see that these students would be best served by remaining a part of the Wilder School District.

D

Matthew D. Holtry
Donnae S. Holtry
27663 Wheat Ridge Rd
Wilder, ID 83676

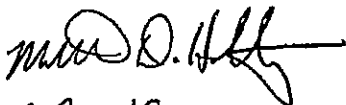
Our family is in full support of the annexation of our area into the Homedale School District. There are many reasons that we feel this annexation should happen and I would like to highlight the top of those reasons.

- 1) We want our tax dollars to go to the school that our children are attending. It does not seem right that we have to go cast a "No" vote on a Wilder levy to keep our taxes from going up for the sheer fact that most of the students living in our area do not attend the Wilder School district. We would like to have a say in where our tax dollars are going and that our children are benefiting from those funds. It is time that the schools that are supporting our children and the schools that the majority of families in our area attend see the funds from those families.
- 2) We would like to have bussing that would run through the proposed area. Currently the buses do not run in our area because our students are "open enrolled" students. Having bussing that pick up and drop off our Kindergarten and 2nd grade children would be a blessing for us.
- 3) Having a voice for our children that attend Homedale School District amongst the school board and to have representation within the district. With the sheer number of students that attend the Homedale School District from our area it is only right that the parents have a voice amongst the school board members.
- 4) Homedale is where most all of our families do their business, shop, participate in community events, and participate in youth activities. Lifelong relationships begin at a young age for our families and in the best interest of the children and the relationships that they have already formed it only seems right that they are included as equals in the Homedale School District. Homedale is our Home Community and it is only right that the area in question have the opportunity to send their funds and support to the schools in that community.
- 5) The patrons in the proposed area have done everything that has been asked of them in regards to the annexation process set by the state. We are simply asking that the patrons living in the proposed area have the opportunity to vote on this proposition. We are asking that we are given the chance to put funds where our own children are going to see the benefits of them.

Thank you for your time and for allowing this process to take place.

Sincerely,

Matthew D. Holtry



6-20-19